

Collective Agreement

between

**The Town of St. George
(hereinafter referred to as the Employer)**

and

The Town of St. George Outside Workers Local 001

**Represented by the New Brunswick Union of Public and Private
Employees (hereinafter referred to as the NB Union)**

Expires October 31, 2022

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PREAMBLE

Both parties to this Agreement recognize that:

- (a) a common object of the Employer and its employees is the rendering of the highest standard of services possible to the residents of the Town of St. George within the bounds of resources available;
- (b) a relationship of goodwill, respect and dignity is essential between the Employer, the employees and the residents of the community;
- (c) the purpose of this Agreement is to set out the terms and conditions of employment including the hours of work, rates of pay and an amicable method of settling differences regarding the same, which may from time to time arise, negotiated by the Employer and the Union for employees in the bargaining unit.

ARTICLE 1: DEFINITIONS

- 1.01 "Agreement" means the Collective Agreement between the Town of St. George Outside Workers Local 001 and the Town of St. George.
- 1.02 "Bargaining Unit" means the employees covered by the Certification Order No. IR-042-02 issued by the New Brunswick Labour Relations Board.
- 1.03 "Employee" means a person employed in a position in the bargaining unit.
- 1.04 "Full-time Employee" means one who occupies a regular position in the bargaining unit and normally works the regular full-time hours of work established as per Article 10.
- 1.05 "Casual Employee" is an employee hired on an as-needed basis and is not covered by this agreement until they have completed one thousand and forty (1,040) hours of work in a calendar year.
- a) A casual employee who has worked more than 1,040 hours in a calendar year shall benefit from all of the provisions of this Collective Agreement with the exception of benefit plans such as Long Term Disability, RRSP contributions and Health and Dental, which are available to Full-Time members only.
- 1.06 "Seasonal Employee" – Is an employee who has been designated as part of the union and subject to seasonal layoff and recall, and who has successfully completed a probationary period of one term os seasonal employment. This position will have a tenure that is limited to a defined period of time which will be May 1 to October 1. This position will remain in effect for the duration of the collective agreement and the continued need will be reviewed at the end of this agreement.
- 1.07 "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a day designated as a holiday in this agreement.
- 1.08 "Local" means the Town of St. George Outside Workers Local 001 as represented by the New Brunswick Union of Public and Private Employees.
- 1.09 "Parties" means the Local 001, the New Brunswick Union of Public and Private Employees and the Town of St. George, the signatories to this Agreement.
- 1.10 "Probationary Employee" means a person in the bargaining unit who has not completed the probationary period as described in Article 15.03.
- 1.11 "Qualifications" means conditions or standards that must be complied with in conformance to the job requirements.
- 1.12 "Student" means a person hired to work during the student's summer break or between-term break to assist full-time, part-time or term employees or to perform additional, short-term work assignments. Student employees must be registered as

full-time students. Students are not covered by this collective agreement. A student hired under a federal or provincial work program will not displace a full time or casual unionized worker and will not benefit from the provisions of this contract.

1.13 "Union" means the New Brunswick Union of Public and Private Employees.

1.14 Throughout this Agreement the feminine includes the masculine and the plural includes the singular, and vice versa as the context may require.

1.15 Maternity Leave - Maternity and parental leave shall be provided consistent with Provincial and Federal legislation. Medical benefit premiums shall be covered by the Employer for the duration of the leave.

ARTICLE 2: MANAGEMENT RIGHTS

2.01 The Union recognizes and acknowledges that the management of the Town and direction of the working forces are fixed exclusively in the Employer and that the Employer retains all the rights and functions of management that it has by law and without limiting the generality of the foregoing, the Employer, subject to such modification or limitation as appears elsewhere in the Agreement, shall have the right to:

- i) maintain order, discipline and efficiency and, in connection therewith, make, alter and enforce, from time to time, reasonable rules and regulations, and to discipline or discharge employees for just cause;
- ii) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off or recall employees, subject to terms of this Collective Agreement, and retire employees at age 65 in accordance with the terms of the Pension Plan;
- iii) determine the location of operations and their expansion or curtailment; determine the methods, processes and means of operation; establish the number of employees, the schedule of operations, and the number of shifts of work needed at any time; determine the content of jobs and the qualifications and competence required of employees to perform their work; direct the workforce and establish work or job assignments, determine the financial policies, including general accounting procedures;
- iv) introduce and use new and different methods and equipment;
- v) exercise sole and exclusive jurisdiction over all operations, buildings, equipment and employees subject to the terms of this Collective Agreement;
- vi) exercise its residual management rights effectively

2.02 Policies, procedures, rules and regulations of the Employer which are pertinent to the bargaining unit will be made accessible to employees in written form as soon as possible following council decision developing the same.

ARTICLE 3: RECOGNITION

- 3.01 The Employer recognizes the Union as the sole bargaining agent for all employees as defined in Certification Order # IR-042-02 of the Labour Relations Board of New Brunswick (attached as Appendix "B"), save and except the Chief Administrative Officer, office employees, and those persons excluded by the Industrial Relations Act.
- 3.02 (a) A Joint Labour-Management Committee, consisting of two (2) representatives of the Local and two (2) representatives of the Employer, shall be established. The parties shall appoint their representatives within 30 days of signing of this Agreement and the committee shall meet within 90 days of signing.
- (b) The Committee shall meet as required. The Chair and Secretary will alternate from Union to Employer as mutually agreed. An agenda of the items to be discussed will be exchanged at least three (3) days prior to the meeting.
- (c) Committee meetings shall normally be held at a time mutually agreed to between the employees and the Employer. Employees shall not suffer loss of wages for time spent in committee meetings.
- (d) The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including administration of this Agreement. It shall not supersede the activities of any other committee of the Union or of the Employer. It may deal with interpretations of this Agreement and consider the effects of any major changes which may affect the bargaining unit such as technological change or planned lay-off of employees. It shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions, but it shall not have the power to bind either party to any decisions or conclusions reached in its deliberations.
- (e) Two (2) copies of the Minutes of each meeting, one for each party, shall be prepared as promptly as possible after the meeting. When the parties have agreed that the Minutes are accurate, a representative of each party will sign the Minutes to indicate their agreement.
- 3.03 The Employer agrees to recognize a Negotiating Committee of two (2) employees and one (1) staff (NBUPPE) representative to negotiate renewal of this Agreement with the Employer. The Employer agrees to continue the wages and benefits of its Employees while engaged in direct negotiations during time when they would otherwise have been working and the Local agrees to reimburse the Employer for the continuation of such wages and for mandatory payroll deductions. The Employer agrees to pay the costs of meeting rooms required for direct negotiations. Each party agrees to pay the expenses of its negotiating committee.
- 3.04 The Employer recognizes the right of the Local to appoint or otherwise select a maximum of one (1) Liaison Officer to assist employees in the settlement of grievances. The Local shall advise the Employer in writing of the name and address of its Liaison Officer.

- 3.05 A Liaison Officer may leave his regular duties or place of work to assist another employee, on the Employer's premises, in any of the steps of the grievance procedure, provided prior permission to do so is granted by his immediate supervisor. Permission will not unreasonably be withheld. A Liaison Officer shall not suffer any loss of wages or benefits while reasonably carrying out these duties, but in no event will this include compensation for time beyond his scheduled hours of work. The Liaison Officer shall report back to the immediate supervisor before resuming the normal duties of his position.
- 3.06 A representative of the NBUPPE may enter the Employer's premises during normal business hours to discuss specific matters pertaining to this Agreement with the Employer, provided they first arrange a mutually agreeable time.
- 3.07 Where an employee, as a result of acting lawfully and without willful neglect in performance of the employee's duties as an employee, is prosecuted or sued by a party other than Her Majesty or a party to this Agreement, the Employer undertakes to defend the employee, provided that the employee shall co-operate fully with the defense provided, and further provided that if the employee retains his own legal counsel, the Employer shall be relieved of all obligations under this Article. Nothing in this Article will prevent the employee from having the full rights and benefits of this Agreement including the right to grieve.
- 3.08 The Employer agrees that should the Town receive grants to carry out projects in the Town, the acquisition of such grants shall not result in the lay-off of any employee.

ARTICLE 4: CHECK-OFF OF UNION DUES

- 4.01 All future employees of the Employer shall, as a condition of continued employment, become and remain members of the Union within thirty (30) days of employment with the Employer.
- 4.02 New Employees: The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.
- 4.03 Check-off: The Employer shall deduct and forward to the Union, monthly dues of all employees who have been employed for a minimum of thirty (30) days, accompanied by a list of the names of all employees from whose wages the deductions have been made.
- 4.04 Deductions: The Employer agrees to make such deductions from the first pay of each month and forward the same to the Union not later than the twenty-fifth (25) day of the same month, together with a list of all employees from whose wages the deductions have been made.

- 4.05 Dues Receipt: At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

ARTICLE 5: ACCOMMODATIONS AND DISTRIBUTION OF INFORMATION

- 5.01 The Employer will provide access to bulletin board space for the posting of Union notices which shall be located so that employees have access to them.
- 5.02 The Employer shall permit Union communications to be delivered using the physical delivery systems currently available.
- 5.03 Employees, upon hiring, shall be advised of their job classification, employment status, wage rate, the fact that a Collective Agreement is in effect, and that Union dues are deducted from employees' pay.
- 5.04 The Union and the Employer agree to share in the printing of the Collective Agreement. The Union shall provide the copies for its members and the Employer shall provide copies for management personnel and the Council.
- 5.05 The Employer shall, where facilities permit, make available to the Local specific locations on its premises for the placement of bulk quantities of literature of the Union.

ARTICLE 6: NO DISCRIMINATION

- 6.01 The parties agree that there shall be no discrimination experienced or practiced against either party by the other or against individuals as prohibited by the Human Rights Act of New Brunswick.

ARTICLE 7: SAFETY AND HEALTH

- 7.01 The Employer agrees to make reasonable provisions for the safety and health of the employees in accordance with the Occupational Health and Safety Act of the Province of New Brunswick.
- 7.02 Both the Employer and the Union recognize the positive obligation on all employees, and the Employer to ensure full compliance with the provisions of the Occupational Health and Safety Act. All employees are expected to be familiar with the right to refuse work as set out in the Act. Subject to an employee exercising a legitimate refusal to work under the terms and conditions of the Occupational Health & Safety Act, no employee shall refuse to perform an assigned duty or task simply because such employee considers that the terms of this Collective Agreement have been violated. In any such instance after a formal discussion with both the CAO and the Foreman/Supervisor in which the task has been deemed to fall within the Occupational Health and Safety Act, the employee shall perform the work and may grieve later.

- 7.03 All Employees will be covered by Workers' Compensation. Employees will be responsible for reporting any injuries or accidents to their supervisor as soon as possible within twenty-four (24) hours of a workplace accident taking place.
- 7.04 The Employer agrees to the establishment of a single Joint Health and Safety Committee comprised of equal representation of the Local and the Employer. These meeting will be held biannual (twice per calendar year) and minutes of the meeting will be retained by both the Local and Employer.
- 7.05 The Employer shall provide an area, equipped with a first-aid kit, for the use of employees taken ill during working hours.
- 7.06 (a) As a condition of employment it is mandatory for all employees to wear at all times safety equipment appropriate for their type of work as mandated by the Health and Safety Manual for the Town of St. George and in accordance with the Occupational Health and Safety Act of the Province of New Brunswick
- (b) The Employer will reimburse each employee \$750 each year for the purchase of work wear. Purchases must be related to the work being done by the employee, and in order to be reimbursed, receipts must be submitted. In addition the Employer will provide two pair of summer coveralls for sewage treatment work.
- (c) The Employer will supply the following safety equipment if required towards the performance of the tasks by the employee:
- one safety hat
 - one pair of safety glasses
 - one safety vest
 - one rain suit
 - one pair of winter and summer gloves
 - one pair of winter and summer rubber gloves
- (d) The Employer may require employees to wear Town uniforms
- The equipment/apparel in (c), (d) above remains the property of the Employer. The employees will be responsible to maintain this equipment and to keep it in good working condition. The Employer will replace worn, torn or broken safety equipment that has been returned. In cases where this safety equipment has been lost, the employee will be required to buy a replacement at cost. Such cost will be deducted from the employee's regular pay.
- 7.07 A First-Aid Kit and Fire Extinguishers shall be supplied by the Employer for each vehicle. The Employer agrees to provide First-Aid Training and BLS courses to all employees.

ARTICLE 8: GRIEVANCE PROCEDURE

8.01 A grievance is any dispute or difference arising out the interpretation, application, or administration of this Agreement or any allegation that this Agreement has been violated, or any question as to whether a matter is arbitrable. Both parties recognize the benefit of solving differences or disputes as quickly as possible and therefore encourage employees to discuss such issues with their immediate supervisor within ten (10) days of the event giving rise to the difference or dispute. If this discussion does not resolve the issue, it may be referred, within ten (10) days of the discussion, to the grievance procedure for resolution.

8.02 To process a grievance, an employee must be represented by the Union or have the written approval of the Union.

8.03 The procedure for handling a grievance is as follows:

Step 1 – The grievance shall be submitted to the Chief Administrative Officer in writing on an approved grievance form stating the employee's name, job classification, department, general nature of the grievance, section(s) of the Agreement in question, and settlement requested, and bearing the signatures of the aggrieved employee and a Liaison Officer. Within ten (10) days of receipt of the grievance, the Chief Administrative Officer will arrange a meeting with the grievor and the Liaison Officer to discuss the grievance and shall reply in writing within ten (10) days following the meeting.

Step 2 – If the reply at Step 1 is not satisfactory, the Union may, within ten (10) days, given written notice that the grievance be submitted to the Town Council. The Town Council will convene a meeting with the grievor, the Liaison Officer, and a staff (NBUPPE) representative within ten (10) days to discuss the grievance. The Mayor will reply in writing within ten (10) days following the meeting. If the reply is not satisfactory, the Union may, within twenty (20) additional days, give notice of its intention to refer the grievance to Arbitration provided elsewhere in this Agreement.

8.04 Time limits may be extended by mutual agreement in writing between the parties. Should there be no agreement to extend and, if the Union fails to comply with the time limits stipulated, the grievance will be considered abandoned and the Employer may refuse to further entertain a grievance on the matter in dispute. Similarly, should there be no agreement to extend and the Employer fails to comply with the time limits stipulated, the grievor will be at liberty to proceed, within the required time limits, to the next step. In addition, any step of the grievance procedure may be omitted by the mutual consent of both parties.

8.05 Any settlement of a grievance under this procedure shall be final and binding upon the Employer, the Union and the grievor.

8.06 Grievances involving discharge, suspension, or health and safety issues may by-pass Step 1 of the grievance process.

8.07 Cases of sexual harassment shall be considered as discrimination and a matter for grievance and arbitration. Such grievances may be filed by the aggrieved employee

and the Union at **Step 2** of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

8.08 Policy Grievance:

Where either party disputes the general application or interpretation of this Agreement, the dispute may be discussed with the Employer, or the Union, as the case may be. Where no satisfactory agreement is reached, the dispute may be resolved pursuant to the grievance and arbitration procedure. This section shall not apply in cases of individual grievances.

8.09 For purposes of this article, "days" shall exclude any Saturday, Sunday, or Statutory Holiday recognized by this Agreement.

ARTICLE 9: ARBITRATION

9.01 If the grievance procedure fails to resolve a grievable dispute between the parties and one or other of the parties has referred the matter in dispute to arbitration within twenty (20) days of the reply at Step 2 of the grievance procedure, the following arbitration procedure shall apply.

9.02 The Union and the Employer shall consult and select an Arbitrator or Board of Arbitration within ten (10) days of receipt of notice of arbitration by either party from the other. A single arbitrator will be used in all cases except those involving discharge, when, at the request of either party, a Board of Arbitration shall be used. Should the parties be unable to agree on the selection of an Arbitrator, a request will be made to the Minister of Labour for the Province of New Brunswick to appoint an Arbitrator.

9.03 After an Arbitrator or Board of Arbitration is chosen, the Arbitrator or Chairperson shall convene a meeting within thirty (30) days to hear evidence from both parties with respect to the matter in dispute. With due regard to the wishes of the parties, the Arbitrator or Board shall, in the normal course, render a decision, which shall be final and binding on the parties, within fifteen (15) days of the hearing.

9.04 The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. An Arbitrator or Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make decisions contrary to the provisions of this Agreement. Whenever the incident causing the grievance includes a loss of earnings or loss of benefits, the Arbitrator or Arbitration Board, as the case may be, is empowered to order that such loss or part of such loss shall be reimbursed or restored to the employee(s).

9.05 Each party shall bear the costs of its nominee to a Board of Arbitration. The costs of an Arbitrator or of the Chairperson of a Board of Arbitration, less any amounts paid by the Province, shall be shared equally between the parties.

- 9.06 For purposes of this Article, "days" shall exclude any Saturday, Sunday or Statutory Holiday recognized by this Agreement.

ARTICLE 10: HOURS OF WORK AND WAGES

- 10.01 (a) The normal workweek shall be forty (40) hours per week divided into five (5) days from Monday to Friday, inclusive with all hours scheduled between the hours of 8:00 a.m. and 4:30 p.m. exclusive of meal breaks. The normal workweek may be flexible only by mutual agreement between the employer and the employee.

- (b) The normal daily hours of work shall be 8 hours.

Rotating on-call will be required by all full time employees. Call will begin on Friday at 4:30pm and end the following Friday at 8:00am. During hours not covered by Article 10.01 an employee will be assigned on call. Payment for on call will be a flat rate of \$200.00 per week. All provisions of call-in and over time (Article 11.01) will remain. The on-call person will determine what emergencies require extra staff and will confer with the CAO and or Foreman/Supervisor if needed. The rate shall increase to \$210 on January 1, 2020, \$220 on January 1, 2021, and to \$240 on January 1, 2022.

A mobile phone allowance of \$30.00 a month will be given to all employees covered under this collective agreement who are required to use their personal phone and who are not issued work mobile phones.

- 10.02 The regular full-time hours of work are exclusive of a thirty (30) minute unpaid lunch break of at, or near, the mid-point of the day.
- 10.03 Employees working a regular eight (8) hour day shall be entitled to a twenty (20) minute rest period with pay during the first half of the day and a twenty (20) minute rest period with pay during the second half of the day.
- 10.04 (a) Any employee who is required by the Employer to work through the lunch period shall receive either overtime or one and a half times off for the lunch period, to be taken at a mutually convenient time.
- (b) The employer will reimburse each employee \$10.00 for breakfast if called in prior to 6:30 a.m., \$12.00 for lunch if required to work through the lunch period and \$18.00 if required to work overtime past 6:30 p.m.

On weekends and holidays reimbursement for meals will only be claimed if actual time worked is four hours or more. All such requests must be authorized by the Chief Administrative Officer

- 10.05 All employees shall be paid as per Appendix "A".

ARTICLE 11: OVERTIME

11.01 (a) All time worked after the regular work day and the regular work week, or on a holiday, shall be considered overtime. All overtime after regular work day and the regular work week or on a holiday shall be considered overtime Any work performed on December 25th and/or January 1st will be compensated at the rate of double time (2X) the employee's regular rate of pay and the holiday will be rescheduled.

(b) Overtime shall be paid for at the rate of time and one-half, except for any time worked on a Sunday, which shall be paid at the rate of double time, and calculated as follows:

An Employee must work fifteen (15) minutes to qualify for first fifteen (15) minutes of overtime. Thereafter, overtime shall be calculated by rounding up in fifteen (15) minute increments i.e.:

Twenty (20) minutes work = Thirty (30) minutes overtime

Thirty-five (35) minutes work = Forty-five (45) minutes overtime

Overtime shall be after eight paid hours per day, regardless of whether those paid hours were regular hours of work or used as vacation, sick leave etc.

(c) (i) All employees shall report for work at the appointed time and not before when called for overtime. Employees off on sick leave, or who have left work due to illness during a regular business day shall not be called in for overtime. The Employer will endeavour to keep overtime at a minimum. Employees shall have the option of taking either money or equivalent time off in lieu of overtime hours worked.

(ii) Such overtime banked between January 1 and December 31 in any year shall be taken as lieu time or paid out by May 30th of the following year. There is no maximum on the number of hours that can be banked per Article 11.01 (c)(i), however no more than fifty (50) such hours may be carried beyond December 31 of the year in which they were accrued. Application for banked time off shall be made to the Chief Administrative Officer not less than three (3) working days prior to the time off sought. The granting of such time off shall be at the discretion of the Chief Administrative Officer (CAO) subject to operational requirements. Overtime may be used to replace unpaid sick hours where requested by employee.

(iii) Should pre-arranged time off need to be cancelled due to an emergency, then the time shall be re-banked and the employee shall work as usual. Call-out shall not apply in this situation.

11.02 Subject to operational requirements, overtime shall be offered equitably to all readily available employees who are deemed qualified for the Overtime call. For the purposes of overtime equalization, an employee who refuses voluntary overtime will be considered to have worked the number of overtime hours the employee would have worked had he or she not refused the overtime. Therefore, the Overtime list will

continue on the next call out. If insufficient employees volunteer, casual employees may be offered Overtime hours.

11.03 "An Employee who is called back or called in to work outside regular hours worked by that employee shall be guaranteed a minimum of three (3) hours worked at the overtime rate unless the overtime is worked continuous with the beginning or end of the employee's normal shift for that day. Overlapping call backs within the original three (3) hours period will not be considered a new call back, but will be considered an extension of the original call back."

ARTICLE 12: VACATION

12.01 (a) Each regular employee shall receive vacation credits based on the following seniority as of December 31st of the previous year. The vacation year shall be from January 1st to December 31st.

- (i) Employees with less than two thousand and eighty (2,080) hours of term service will be granted one (1) day of vacation for each one hundred and seventy three (173) hours of service to a maximum of ten (10) days.
- (ii) Employees will be granted three (3) weeks vacation with pay after two thousand and eighty (2,080) hours of service.
- (iii) Employees will be granted four (4) weeks vacation with pay after ten thousand four hundred (10,400) hours of service.
- (iv) Employees will be granted five (5) weeks vacation with pay after thirty one thousand two hundred (31,200) hours of service.
- (vi) Notwithstanding the previous paragraph, an employee who retires will be paid any accrued vacation.
- (vii) All deductions normally made from any employees regular pay shall be deducted from the employees' vacation pay.
- (viii) Vacations schedules will be arranged by the Chief Administrative Officer (CAO) in order of seniority. Vacations will be taken at a time convenient to the supervisor and the employee.
- (ix) No employee may continue to work and draw vacation pay in lieu of taking vacation.
- (x) Vacation requests shall be submitted by April 1 of each calendar year. Vacation requests shall be approved on the basis of seniority. An approved vacation list shall be posted by May 1st of each calendar year.

(xi) Employees on weekly indemnity and Workers' Compensation having vacations entitlement remaining in December will receive such vacations at a time convenient to the Town and the employee in the following year.

(xii) Vacation in its entirety will be used prior to the end of the calendar year. With permission from the CAO up to five (5) days may be carried over if need is demonstrated.

(xiii) Employees that quit or are terminated from their position will be paid accrued vacation only.

Vacation benefits for casual employees will be paid out on a weekly basis at a rate as set out in the Employment Standards Act (4% at time of signing).

- 12.02 Vacations may be taken as hours, half days, daily or weekly increments. Vacations need to be applied for by April 1st, as stated in Article 12.01(x), for the upcoming year. Individual vacation requests that fall outside of the vacation clause will be approved at the discretion of the CAO and based on operational requirements.
- 12.03 An employee shall not lose vacation pay if the employee is prevented by the Employer from being able to take earned vacation time off each year.
- 12.04 If an employee is recalled after having proceeded on vacation leave, the employee shall be reimbursed according to the expense policies of the Employer for reasonable expenses incurred in returning to work from the place from which the employee was recalled and returning to the place from which the employee was recalled, if such return occurs immediately upon completion of the assignment for which the employee was recalled. The employee may, with the approval of the Employer, either extend the vacation period or reschedule at a later, mutually convenient date.
- 12.05 The Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave. If an employee is called back while on vacation, Article 11.01 will apply.
- 12.06 Where it can be established by an employee to the satisfaction of the Employer that an injury or illness has occurred prior to the start of the employee's vacation which will interfere significantly with the vacation, sick leave may be substituted for some, or all, of the scheduled vacation period and the vacation days may be rescheduled. The Employer may require a report from a qualified medical practitioner to substantiate the claim for substitution.
- 12.07 An employee whose employment with the Employer ceases shall be paid for any outstanding vacation time owing at the time of separation.

ARTICLE 13: COMPASSIONATE CARE LEAVE

13.01 Employees in the bargaining unit shall have the right to apply for Compassionate Care Leave without pay subject to the provisions of the New Brunswick Employment Standard Act as amended from time to time.

ARTICLE 14: STATUTORY HOLIDAYS

14.01 The following shall be paid holidays for all full-time employees:

New Years' Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
New Brunswick Day	<u>Family Day</u>

Any other day, or part of a day, proclaimed as a holiday by the federal or provincial government or by the Employer. Should any of these holidays fall on a Saturday or Sunday, the following Monday shall be considered the holiday.

All full time employees called upon to work on any holiday as defined in Article 14.01, except for December 25th and January 1st which are covered by Article 11.01(a) shall be compensated for all time worked at one and one-half times the regular rate in addition to the regular day's pay allowed for the holiday. The day will not be replaced.

Chlorine testing on a Statutory Holiday will not constitute work on a Statutory Holiday for the purpose of this Article. Such testing on a holiday shall be compensated at \$50.

14.02 To be eligible for holiday pay, an employee must have received or been entitled to receive pay for at least fifteen (15) worked days during the thirty (30) calendar days preceding the holiday and has worked, or been absent with acceptable reason, on his scheduled working day immediately preceding and immediately following the holiday.

14.03 When a holiday coincides with an employee's scheduled day off, the Employer shall grant an alternate day off with pay on the working day immediately preceding or following the holiday, which shall be designated as the holiday.

14.04 Where a paid holiday for which an employee is eligible falls within a period of paid leave, the employee will be paid for the holiday and it shall not be considered as a day of the paid leave.

ARTICLE 15: SENIORITY

15.01 "Seniority" is defined as the length of service of an employee based on his actual hours of work as of his last effective hiring date up until December 31st of each year excluding overtime. Seniority will be applicable to the Bargaining Unit as a whole. One year of seniority is equivalent to two thousand and eighty (2,080) hours of work.

15.02 The Employer shall maintain a seniority list showing the most recent date upon which the employees' current service with the Employer commenced. Where two or more employees have the same number of seniority hours, preference shall be given in accordance with the date of application for employment. An up-to-date seniority list shall be provided to the Union and posted in January of each year.

15.03 Newly-hired Full-Time employees shall have a probationary period of one thousand and forty (1040) worked hours beginning with their latest date of hire. During their probationary period, employees shall have no seniority rights and may, at the sole discretion of the Employer, be discharged without notice or severance pay, except as provided in Article 5 – No Discrimination. A satisfactory Performance Evaluation will be part of the process to conclude the probation period. At the conclusion of the probationary period, an employee's seniority shall be determined as of the most recent date of hire, including continuous casual and probationary hours.

15.04 An Employee shall lose seniority if the employee:

- (a) resigns; or
- (b) is discharged for cause and not reinstated through the grievance; or
- (c) fails to return to work within five (5) working days after recall notice is given to the Employee personally or by mail to the last address on file with the Employer. It shall be a condition of possible future recall from that all Employees keep the Employer informed of their current mailing address and telephone number; or
- (d) fails to return to work from an approved leave of absence on the day set out when the leave was approved; or
- (e) retires from work; or
- (f) is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer; or
- (g) is laid off longer than twelve (12) consecutive months.

ARTICLE 16: TIME OFF FOR UNION BUSINESS

16.01 Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted to employees for Union business:

- (a) as members of the Board of Directors of the Union for the attendance at Board meetings;
- (b) as members of the Bargaining Unit Negotiating Committees of the Union for the attendance at Committee meetings;

- (c) as delegates to attend NBUPPE conventions and conventions of the Union's affiliated bodies included the National Union of Provincial and General Employees (NUPGE) and the Canadian Labour Congress (CLC);
- (d) as members of standing Committees of the Union for the attendance at meetings of standing Committees;
- (e) as members of the Executive to attend Executive Meetings of the New Brunswick Public Employees Association;
- (f) for such other Union business as may be authorized by the Union.

16.02 Except at the sole discretion of the Employer, only one employee at a time shall be off on leave for Union business, except that two employees may have leave for Collective Agreement negotiations and for the NBUPPE Annual Meeting.

16.03 The Employer will continue to pay the regular wages of an employee who is granted leave without pay for Union business and will bill the Union for the amount of the pay continuation plus mandatory Employer payroll contributions.

16.04 Employees who are released from their duties to attend a grievance meeting with the Employer on the Employer's premises shall continue to receive their regular wages for the time of the meeting, but shall not be paid for hours in excess of the employee's normal work day.

16.05 While on leave for Union business pursuant to Article 16.01, an employee shall continue to accrue and accumulate service and seniority credits for the duration of their leave, and their service and seniority shall be deemed to be continuous.

ARTICLE 17: DISCHARGE, SUSPENSION AND DISCIPLINE

17.01 The right to discipline, demote, suspend or discharge employees for cause rests with the Employer. A progressive system of discipline will be used, beginning with verbal advice, progressing, if necessary, through written warnings, suspensions and finally discharge. In specific cases, not every step of this procedure must be followed. No Employee shall be discharged except for just cause.

17.02 Unless the right is waived by the Employee, a Liaison Officer shall be present whenever an Employee is given an official reprimand or is interviewed as part of a formal investigation. The Employee shall be informed of the reason for the meeting at its beginning. If a Liaison Officer is not present, the Employee will be given time to get a Liaison Officer to attend the meeting.

17.03 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action, any document from the file of an employee which the employee was not aware at the time of filing. Notice of a disciplinary action which may have been placed on the personnel file of an employee may not be used in disciplinary action against an

employee after eighteen (18) months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

17.04 Employees' personnel files shall be considered confidential and not accessible to unauthorized employees.

17.05 An employee may make an appointment to review the employee's personnel file during normal office hours in the Employer's office. The employee shall be entitled to make a copy of any information contained in the personnel file. The employee shall have the right to reply in writing to any document placed in their personnel file and such reply shall become a part of the employee's record. Information obtained by an employee in this manner shall not be sufficient and justifiable notification of a letter of warning or criticism.

17.06 Within five (5) days of the discipline, the Employer will notify the Union giving reasons for such disciplinary actions.

17.07 If it has been determined by the arbitration board an employee has been disciplined or suspended without pay or been discharged in violation of this contract, the employee shall be immediately reinstated to his former position without loss of seniority, pay, or any other benefits which he may have accrued.

17.08 Where supervisor or management personnel intend to meet with an employee for the purpose of discussing pending disciplinary action or imposing disciplinary action as per Article 17.00 - Disciplinary Action, the employee shall be advised at least twenty-four (24) hours in advance of such meeting in order that he/she may invite a union representative to attend the meeting.

17.09 There shall be no abusive, profane or obscene language used by any member of the bargaining unit or the employer.

17.10 Consumption of intoxicating beverages and use of drugs, including cannabis, is strictly prohibited during work hours. Any employee under the influence of intoxicating beverages or drugs including recreational cannabis but not including medication of any kind during work hours may be subject to discipline.

ARTICLE 18: PROMOTIONS AND STAFF CHANGES

18.01 When a permanent vacancy, or a temporary vacancy expected to last longer than two (2) months occurs within the bargaining unit, which the Employer intends to fill, the Employer agrees to post notice of the position for not less than five (5) working days on a bulletin board accessible to members of the bargaining unit. The notice shall be posted within ten (10) days of the decision to fill the position. The notice shall include information providing the classification, nature of the position, qualifications required, anticipated hours of work, rate of pay and such other information as the Employer deems appropriate. During the time of posting, interested employees may make application for the position. Nothing appearing in a job posting shall be deemed to be

a guarantee of job conditions. Concurrent with the internal posting, the Employer may publicly advertise the vacant position.

- 18.02 In filling a vacancy, selection shall be made upon the objective criteria of experience, ability and qualifications. Employer shall select the most qualified candidate, with internal candidates being given preference over external candidates. When experience, ability and qualifications are relatively equal between or amongst the most internal applicants, seniority within the bargaining unit shall prevail.
- 18.03 In the event of a transfer or promotion, the Employer shall have the right to place the successful applicant in the position on a trial period not exceeding five hundred and twenty (520) hours. Conditional upon satisfactory service, such trial transfer or promotion shall become permanent. In the event the Employer or the employee conclude that the successful employee is unable or unwilling to adequately perform the duties of the new position during the trial period, such employee shall be returned to her/his former position without loss of seniority.
- 18.04 Within seven (7) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the appropriate bulletin board.

ARTICLE 19: LAY-OFF AND RECALL

- 19.01 In the event of lay-off, employees shall be laid off in reverse order of seniority, provided that the employees being retained have the necessary skill and ability to do the work required. Employees shall be recalled in the order of their seniority, provided the employees have the necessary skill and ability to do the work required. No new employees will be hired to positions within the bargaining unit until all qualified employees on lay-off have been given the opportunity of recall.
- 19.02 Employees who have acquired seniority shall be eligible for up to twelve (12) months of recall.
- 19.03 Upon receipt of a notice of lay-off, an employee may:
- (a) within 48 hours exercise his right to displace an employee with least seniority in the bargaining unit, provided the employee exercising this right is qualified and able to immediately assume the duties of the position. The displaced employee shall immediately be notified of his lay-off;
 - (b) accept lay-off and be entitled to recall in accordance with this Article;
 - (c) resign his position.
- 19.04 Where employees are to be laid off, the Employer will advise and consult with the Local as soon as reasonably possible after the change appears probable, with a view to minimizing the adverse effects of the decision to lay off employees.

- 19.05 Subject to consideration of ability, experience and qualifications, an employee on layoff shall be recalled to work in order of seniority to any vacant position in the bargaining unit for which the employee is qualified and immediately able to assume the duties.
- 19.06 The Employer shall give notice of recall by registered mail, or other confirmed means, to the employee's last recorded address. Employees are responsible for keeping the Employer informed of their current address and telephone numbers.
- 19.07 An employee entitled to recall shall return to the services of the Employer within two (2) weeks of notice of recall, unless on reasonable grounds they are unable to do so. An employee who has been given notice of recall may refuse to exercise such right without prejudicing the right to any future recall, except in the case of recall to the employee's same position classification title, in which event they will be struck from the recall list. However, an employee's refusal to accept recall to the classification from which he was laid off, will not result in loss of recall rights if the recall is for occasional work or for short-term employment, if the employee has obtained gainful employment elsewhere.
- 19.08 No new employee shall be hired, nor casuals used, unless all employees on the recall list who are qualified and able to perform the work required have had an opportunity to be recalled.
- 19.09 The acceptance of casual work by laid off employees shall not in any way alter or affect the employees' employment status, and the terms and conditions of the Collective Agreement applicable to their status shall continue to apply. During such periods of casual work, the employees shall remain on the recall list.
- 19.10 The Employer shall give employees ten (10) working days written notice, or pay in lieu of notice, in the case of lay-off or termination, except for cases involving disciplinary action with just cause.
- 19.11 An employee who wishes to resign shall give the Employer ten (10) working days written notice.

ARTICLE 20: LEAVE OF ABSENCE

20.01 Personal Leave:

- (a) An employee may be granted unpaid leave of absence for good and sufficient cause. Leave shall be requested in writing and shall not normally exceed one year.
- (b) During such leave, entitlement to group insurance and medical care benefits may continue, subject to the terms and conditions of the applicable plan, and provided the employee continues to pay the employee's share of the premiums.

Seniority benefits, including vacation and sick leave, shall not accumulate during an unpaid leave.

20.02 Leave for Family Illness, Appointments and Emergencies:

Employees may use up to a total of five (5) days per year from their sick leave days for:

- (a) The illness of a spouse, child, stepchild, ward, parent, or a family member who resides with the employee.
- (b) Personal medical and dental appointments. Employees shall make every effort to schedule these outside normal working hours. If this is not possible, appointments shall be made at the beginning or end of the workday and the employee shall consult with the supervisor, providing as much notice as possible. It is expected that the supervisor will accommodate an employee requiring a medical appointment of an urgent or emergency nature.
- (c) An emergency condition that requires an employee's personal attention and cannot be serviced by others or attended to by the employee when off duty.

20.03 Training Programs:

The Employer will provide appropriate training programs for employees and will provide upgrading training to employees where such training is necessary for employees to sufficiently carry out their duties. Where possible, such training programs will be held during work hours. Employees will be paid in accordance with Article 10 for any time spent in such training programs outside of regular working hours. Training programs will comply with Human Resources Policy of the Town of St. George.

20.04 Sick Leave:

- (a) Full-time employees shall be allowed fifteen (15) days of paid sick leave each fiscal year beginning January 1. An employee who begins work after January 1 shall receive one and one-quarter (1 ¼) days of sick leave entitlement for each full month of employment up to the following December 31. Days of sick leave shall be deducted from sick leave allotted. When an employee's sick leave credits have been exhausted, the employee will not be paid for time lost due to illness. Employees may accumulate up to 240 days sick leave.
- (b) Part-time employees shall accumulate sick leave at the rate of one eight-hour day for every twenty (20) eight-hour days worked, or the equivalent if less than eight-hour days are worked.
- (c) Sick leave benefits shall only be paid for excused absences and for times when the employee would normally be scheduled to work. An employee is expected to advise the supervisor prior to the start of the scheduled workday if they are unable to work due to illness.

- (d) Sick leave benefits are for use only, or as otherwise provided for in this Agreement.
- (e) An employee is entitled to be informed, upon request, of the balance of his sick leave with pay credits.
- (f) When an employee's absenteeism exceeds five (5) incidents or ten days in a calendar year, a medical certificate may be requested by the employer.
- (g) Where an employee who has seniority of two (2) years or greater is unable to perform his duties because of illness and does not have sick leave credits equal to the period of absence, the Employer may grant to that employee the ability to borrow up to fifteen (15) working days.
- (h) Special sick leave days granted under sub-section (i) shall be deducted from sick leave credits subsequently earned at the rate of three quarter days per month until the days are repaid.
- (i) Repayment of borrowed sick time will occur at a rate of ¼ day per pay.
- (j) Un-repaid sick leave will be withheld from the cheque of an employee resigning or retiring.
- (k) On retirement due disability or age, layoff or upon the death of the employees, the employee and/or his beneficiary will be paid any accumulated sick leave to a maximum of eighty (80) hours.

20.05 Injury on Duty-WHSCC:

- (a) An employee who is injured on duty shall immediately report or cause to have reported any injury sustained in the performance of his duties to his immediate supervisor in such manner or on such form as the Employer may from time to time prescribe.
- (b) The Employer will advance to the employee, subject to agreement by the employee to fully reimburse the Employer, an amount equal to the WHSCC award that the employee would be entitled to if the claim is accepted, and further subject to Revenue Canada WHSCC award rules. The Employer will not advance payments after WHSCC places the employee on long-term disability benefits. If the claim is not accepted by WHSCC at first instance, the advance will not be adjusted or recovered until any appeals are concluded.
- (c) An employee receiving Workers' Compensation payments, in respect of an injury or occupational illness received in the employment of the Employer, will have his/her benefit plans (including Vacation, Sick Leave and Superannuation) maintained in effect until such time as WHSCC determine that the employee is permanently disabled from his/her occupation.

20.06 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Local agree to co-operate in encouraging employees afflicted with alcoholism or drug dependency to undergo a co-ordinate program directed to the objective of their rehabilitation.

20.07 Court Leave:

- (a) Leave of absence without loss of regular pay or seniority benefits shall be given to an employee who would normally have been scheduled and have been available for work, other than one on leave of absence without pay, or under suspension, who is required:
- (i) to serve on a jury; or
 - (ii) by subpoena or summons, to attend as a witness in any employment-related proceedings held:
 - (ii.i) in or under the authority of a court or tribunal; or
 - (ii.ii) before an arbitrator or a person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it; or
 - (ii.iii) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered as time worked.
- (b) The Employer will continue the employee's regular pay during the period of absence required by the court on those days the employee would have normally been scheduled and available to work, provided the employee remits the amount of his Court pay to the Employer. The employee shall retain any Court reimbursement for expenses. Whenever practical, employees are expected to report for work before and after jury service within their normal hours of work.

20.08 Bereavement Leave:

- (a) Bereavement leave, in the event of a death in their immediate or extended families, shall be granted to employees to enable them to attend services and to other matters related to the death. Employees shall be paid for the time the employees would have normally been scheduled to work during the period of the leave.
- (b) An employee shall be granted leave of absence for up to seven (7) consecutive calendar days, beginning on the calendar day following the death, in the event of death of a spouse (including a common-law or same-sex spouse, unless prevented or precluded by law), child, stepchild, grandchild, parent, grandparent, parent-in-law, brother or sister.
- (c) An employee shall be granted leave of absence for up to three (3) consecutive calendar days, beginning on the calendar day following the death, in the event of death of a brother-in-law or sister-in-law, son-in-law, or daughter-in-law of the

employee; grandparent of the employee's spouse, guardian or ward of the employee; relative permanently residing with the employee, or with whom the employee permanently resides.

- (d) An employee shall be granted leave of absence for one (1) calendar day to attend services following the death of an employee's aunt, uncle, niece or nephew.
- (e) When a death of a former or fellow employee occurs and appropriate notice is given, an employee shall be granted time off from work with pay to attend the funeral.
- (f) In addition to the leaves provided for in (b) and (c) above, an additional two (2) days of paid leave may be granted if the funeral is outside New Brunswick and the employee attends.
- (g) In the event of a death for which bereavement leave is provided under this Article and, if the employee has scheduled vacation days during the bereavement period, bereavement leave shall be substituted for the scheduled vacation days and the vacation shall be extended or rescheduled by mutual agreement between the Employer and the employee.

ARTICLE 21: TRAVEL REGULATIONS

21.01 Employees who are authorized by the Employer to operate vehicles owned by the Employer must have a valid driver's license. The Employer will provide insurance, maintenance and operating costs for such vehicles.

21.02 During the term of this Agreement, expenses incurred by employees on the business of the Employer shall be reimbursed by the Employer, within the pay period in which they were submitted, as follows:

- (a) A mileage allowance equal to the rate per kilometer payable by the Province of New Brunswick shall be paid to employees who, with authorization, use the employees' personal vehicle(s) in the course of carrying out authorized travel.
- (b) A meal allowance of \$10.00 for breakfast, \$12.00 for lunch, and \$18.00 for dinner shall be paid to employees while traveling on authorized work-related matters.
- (c) Travel time of education/training or work outside of the Town of St. George will begin as soon as the employee leaves his home.

ARTICLE 22: ASSOCIATION MEMBERSHIP

22.01 The Employer agrees to pay fees for memberships in professional associations and employment-related associations which are required by the Employer of its employees or are recognized by the Employer as desirable. Employees who are authorized by the Employer to hold office or attend meetings of such associations or organizations shall be reimbursed for related expenses in accordance with Article 20.02 above.

ARTICLE 23: BENEFIT PLANS

23.01 The group health and life insurance plans in effect as of signing of this Agreement will continue, with premiums being paid equally by the Employer and the employees. The plan contract provides for attribution of the premium contributions to the Weekly Indemnity and Long Term Disability Insurance 100% to the employee.

23.02 The provisions or premiums of the existing Group Health, Life, Long Term Disability, Group RRSP cannot be modified without the Agreement of the Local. Only Full Time employees may contribute to Group RRSP.

ARTICLE 24: TECHNOLOGICAL CHANGE

24.01 For the purposes of this Article, "technological change" means the introduction of equipment or material by the Employer into its operations, which is likely to affect the job security of employees.

24.02 The Employer agrees that it will endeavour to introduce technological change in a manner which, as much as it practicable, will minimize the disruptive effects on employees and services to the public.

ARTICLE 25: CLASSIFICATION AND RECLASSIFICATION

25.01 If the Employer establishes a new classification within the bargaining unit, or if the duties and responsibilities of an existing classification are substantially altered, the rate of pay is subject to negotiation between the parties. On failure to agree, the rate may be determined through arbitration.

ARTICLE 26: SALARIES

26.01 a) Employees shall be paid weekly, no later than Wednesday of each week.
b) Upon completion of 2080 hours employees will move from one level to another in the pay scale.

ARTICLE 27: FUTURE LEGISLATION

27.01 In the event that any statute passed by the Legislature renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

27.02 A provision in this Agreement that conflicts with a regulation under a statute of the Legislature affecting employees of a bargaining unit covered by a Collective Agreement prevails over the regulation for the remainder of the term of the Agreement. If either party requests, the affected portions of this Agreement shall be re-opened to negotiations to deal with such changes in regulations.

ARTICLE 28: NO STRIKE OR LOCKOUT

28.01 The Union agrees that there shall be no strike, slowdown, or stoppage of work, whether total or partial, and the Employer agrees that there shall be no lockout of employees during the term of this Agreement.

ARTICLE 29: CONTRACTING OUT

29.01 The Employer agrees that there shall be no reduction of the regular work force by subcontracting of work normally performed by the employees within the bargaining unit.

ARTICLE 30: TERM OF AGREEMENT

30.01 This Agreement is in effect from the date of signing and for a duration of four (4) years. Wage increases and adjustments are retroactive to the dates indicated. The Agreement shall automatically be renewed thereafter for successive periods of twelve (12) months, unless either party request the negotiation of a new Agreement by giving the other party written notice not less than thirty (30) days nor more than sixty (60) days prior to the expiration of this Agreement or any renewal thereof.

This Agreement signed this 17 day of October 2019 in St. George, New Brunswick.

For the Town of
St. George

Chief Administrative Officer

Crystal A. Cash

Town of St. George
Outside Workers, Local 001

President, Local 001

Ron Brown

[Signature]

Appendix A

Schedule "A" – Wages – Hourly Rates

November 1, 2018	\$0.75/hour adjustment and 2.1% COLA		
Classification	Level 1	Level 2	Level 3
Working Foreman*	\$27.10	\$27.85	\$28.61
Operator/Labourer	\$23.41	\$24.01	\$24.63
November 1, 2019	Cost of Living Adjustment (COLA)		
November 1, 2020	COLA		
November 1, 2021	COLA		

COLA to be calculated by yearly percentage change in All-items Consumer Price Index for New Brunswick per Statistics Canada.

* An Operator/Labourer required to temporarily fill the position of Working Foreman shall receive a 15% premium on his wage rate for each hour that he is so employed.

PROVINCE OF NEW BRUNSWICK



Labour and Employment Board

IR-042-02

IN THE MATTER OF THE INDUSTRIAL RELATIONS ACT AND IN THE MATTER OF AN APPLICATION FOR CERTIFICATION BETWEEN:

Town of St-George Outside Workers, Local 001

Applicant

-and-

Town of St-George
St-George, New Brunswick

Respondent

Order

WHEREAS by Application filed 30 April 2002 pursuant to section 10 of the *Industrial Relations Act*, the Applicant, Town of St-George Outside Workers, Local 001 applies to the Labour and Employment Board for Certification as bargaining agent for a unit of employees of the Respondent, Town of St-George;

AND WHEREAS, on the morning of the hearing held at the Board's offices in Fredericton on June 18, 2002, the Board did allow the Applicant to file on that date a duly completed Form 50-1709 (Declaration concerning membership documents), the Respondent Employer electing not to oppose this extension of time granted by the Board;

AND WHEREAS, the parties did submit for the Boards' consideration an agreed upon description of the proposed bargaining unit;

AND WHEREAS, as there were no further issues in dispute between the parties, the Board does determine:

- a) that the Applicant, Town of St-George Outside Workers, Local 001, is a trade union for the purpose of section 1(1) of the Act;
- b) that the unit hereinafter described, as agreed between the parties, is appropriate for collective bargaining;
- c) that the majority of employees in the unit were members in good standing and did select the trade union to be bargaining agent as of 17 May 2002, the time determined by the Board pursuant to paragraph 126(2)(e) of the Act as the time as of which such membership and support is to be determined pursuant to s. 14(1) of the Act;

NOW, THEREFORE, the Labour and Employment Board does hereby CERTIFY Town of St-George Outside Workers, Local 001 as bargaining agent for the following unit of employees:

"All employees of the Town of St-George, New Brunswick, save and except the Chief Administrative Officer, office employees and those excluded by the Industrial Relations Act."

ISSUED at Fredericton, New Brunswick, this 15th day of June, 2002.


.....
G.L. BLADON
VICE-CHAIRPERSON
LABOUR AND EMPLOYMENT BOARD

LETTER OF INTENT

Re: Benefit Plans

The parties agree that:

The agreed to language in the Collective Agreement does not reflect the true intention of the parties. Therefore, the parties agree that the joint understanding of Article 23 is that:

1. The level of benefits of the program are to remain as they were prior to negotiations with the following exceptions:
 - a. Drugs – 20% employee co-pay to a maximum of \$15 per prescription.
 - b. Dental – the program will cover 80% of dental and 50% of major dental, with a \$1,500 yearly maximum
 - c. \$1,000 per member per year for orthodontic work
 - d. Short term disability is removed

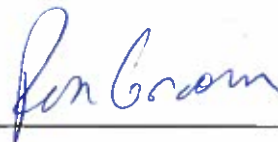
2. The Employer will continue to pay 100% of the premiums.

Signed:





Town of St. George





NBUPPE

Oct. 17 2019

Date

Oct 17/19

Date