

COLLECTIVE AGREEMENT

BETWEEN

MUNICIPAL DISTRICT OF ST. STEPHEN

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL UNION NO. 770**

January 1, 2023 to December 31, 2027

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THIS AGREEMENT made and entered this 29th day of August, 2023.

BETWEEN: THE MUNICIPAL DISTRICT OF ST. STEPHEN, New Brunswick, hereinafter referred to as the "Employer",

of the first part;

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION NO. 770, hereinafter referred to as the "Union",

of the second part.

PREAMBLE

Whereas it is the desire of both parties of this Agreement to maintain harmonious relations and settled conditions of employment between Employer and Union, to promote co-operation and understanding between the Employer and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scales of wages, to encourage efficiency in operation, and to promote the morale, well-being and security of all the employees in the bargaining unit of the Union, now, therefore, this Agreement witnesseth that the parties each with the other agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.01 (a) Regular Employee - is a person hired on a permanent basis and has completed their probationary period, and who is contributing to the Municipal Pension Plan and may be employed on a full-time or part-time basis.
- (b) Seasonal Employee - a person who is hired on a seasonal basis and laid off at the end of each season.
- (c) Temporary Employee - a person who is hired for a fixed term or task not to exceed twelve (12) months duration or hired to replace a part-time or full-time employee who is absent on an approved leave of absence, in which case the temporary position will last the duration of the authorized leave of absence.
- (d) It is agreed between the parties that individuals hired under employment incentive programs shall not be used to do work of the bargaining unit while employees are on lay-off.
- 1.02 Probationary period for regular employees - is that period of employment of four (4) months from date of hire, which by mutual agreement of the parties may be extended to six (6)

months, during such period the employee shall be covered by this Collective Agreement with the exception of the right to recourse to the grievance procedure for the purpose of dismissal.

- 1.03 Emergency - means something that was not known twelve (12) hours before its occurrence.
- 1.04 Department – For the purpose of this Agreement, the following Departments will be recognized: Protective Services, Infrastructure Services, Parks and Community Services. If during the duration of this Agreement the Employer renames a Department, the Employer will notify the Union.
- 1.05 Vacancy - when a position that is subject to the application of 11.03 and held by a regular employee becomes vacant because of retirement, transfer to another position, terminated for just cause, employee quits or employee becomes disabled and cannot do their job.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

- 2.01 The Employer or anyone authorized to act on its behalf shall recognize the Local No. 770 chartered by the Canadian union of Public Employees of the Municipal District of St. Stephen as the bargaining agent for all employees employed by the Municipal District of St. Stephen in such job classifications listed under the title “Classification” in Appendix “A” attached hereto.-
- 2.02 No other agreements - No employees shall be required or permitted to make any written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.
- 2.03 Application of Agreement - This Agreement applies to and is binding on the Union, the employees, the Employer and its agents.
- 2.04 New Classification - If a new classification comes within the scope of the bargaining unit, wage rates shall be negotiated between the parties hereto, but all other conditions and terms of this Agreement shall apply. Should negotiations fail to achieve agreement, the Parties hereby agree to submit wage rates only to binding arbitration.

ARTICLE 3 - MANAGEMENT'S RIGHTS

- 3.01 All functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 3.02 Without limiting the generality of the foregoing, it is agreed that the Employer has the exclusive right to:

- (a) hire, transfer within the department;
- (b) discharge, discipline and demote for just cause;
- (c) classify, promote and assign employees;
- (d) to be the judge of the qualifications of employees;
- (e) to determine the numbers and jobs of employees required from time to time consistent with proper public services;
- (f) to maintain order, discipline and efficiency;
- (g) to determine schedules, methods, sequences and locations of operations.

The Employer shall exercise its rights consistent with the terms of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through grievance and/or arbitration.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Parties agree that there shall be no discrimination exercised or practiced against either party by the other as prohibited by the *Human Rights Act*.

ARTICLE 5 - LABOUR-MANAGEMENT RELATIONS

5.01 Labour Management Committee

It is agreed by both parties to this Agreement that a Labour Management Committee will be established consisting of at least three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union.

5.02 Functions of Committee

The Committee shall concern itself with matters of the following nature:

- (a) Considering constructive criticism of all activities so that better relations shall exist between the Employer and employees;
- (b) Increasing operating efficiency by promoting co-operation in effective economy moves;
- (c) Improving of service to the public;
- (d) Reviewing suggestions from employees;
- (e) Promoting education and training of staff;

5.03 Meetings of Committee

The Committee shall meet on an as needed basis at the request of either party.

- 5.04 The responsibility for setting up this Committee will be left with the Chief Administrative Officer for Council and the President of Local 770 for the Union.
- 5.05 The parties agree that employees attending committee meetings established under Article 5 (Labour/Management Relations) shall not suffer any loss of wages or benefits if such meetings are held during the employees' hours of work, nor will employees who attend such meetings which are held outside the employees' hours of work be compensated for attending such meetings.

ARTICLE 6 - UNION SECURITY

- 6.01 All employees covered by the collective agreement shall pay union dues to CUPE, Local 770 as a condition of employment.
- 6.02 Check Off
- (a) The Employer shall deduct monthly dues from all employees covered by this Agreement. The monies so deducted from the wages of the employees shall be forwarded to the Treasurer of the Union on a monthly basis. The Employer shall forward a complete list showing names from whom deductions have been made each month, and in the following months shall forward a list showing additions and deletions.
- (b) The Employer shall, on an annual basis, provide the Union with an updated list of regular and casual employees, which will include the following information: current address, phone number(s), and e-mail address as provided to the Employer.
- (c) The Union shall indemnify and save the Employer harmless against any liability that may arise out of or by reason of the Employer's compliance with this article.
- 6.03 Representative of National Union
- The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

ARTICLE 7 - NEW EMPLOYEES TO BE ACQUAINTED WITH UNION

- 7.01 On commencing employment, the employee's immediate supervisor shall introduce the new employee to their union steward or representative. The Steward or Representative will provide them with a copy of the Collective Agreement.
- 7.02 Interviewing Opportunity
- A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with

the benefit and duties of union membership and their responsibilities and obligations to the Employer and the Union.

- 7.03 New Full-Time, Part-Time, Seasonal or Temporary employees shall start their employment at ninety (90%) percent of the regular rate of pay until successful completion of the probationary period, and then they shall receive the normal rate of their classification. An internal candidate moving to a new position in the bargaining unit will not suffer a wage decrease as a result of this clause.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 Where an employee feels themselves to be aggrieved by the interpretation or application in respect of their self of a provision of a regulation, by-law, direction, or other instrument made or issued by the Employer, dealing with terms and conditions of employment, or an alleged violation of any of the provisions of this Agreement by the Employer, or, as a result of any occurrence or matter affecting their terms and conditions of employment in respect of which no administrative procedure for redress is provided and, where the employee has the written consent of the Union respecting any grievance relating to the interpretation or application of this Agreement, the following procedure shall apply:

Step One

Within ten (10) calendar days after the alleged grievance has arisen the employee may present their grievance in writing to the Department Head. If the employee does not receive a reply or satisfactory settlement within ten (10) calendar days from the date on which he presented their grievance at this level, they may proceed to Step Two.

Step Two

Within ten (10) calendar days from the expiration date referred to in Step One, the employee may present their grievance in writing to the Chief Administrative Officer or their appointed designate. If the employee does not receive a satisfactory settlement of their grievance within ten (10) calendar days of presenting their grievance at this level, he may refer the grievance to arbitration as provided for in Article 9 within twenty (20) calendar days from the date on which he should have received a reply or satisfactory settlement of the grievance.

- 8.02 The Employer or the Union shall have the right to file a general policy grievance which shall be filed at Step Two of the grievance procedure. In the event the Employer is filing the grievance, the grievance shall be delivered to the Union President or designate. Where a policy grievance is filed, the parties shall adhere to the processing timelines outlined in step 2 above.

- 8.03 Any matter giving rise to a dispute directly between the Union and the Employer shall be processed at Step Two of the grievance procedure within twenty (20) days of the occurrence thereof.
- 8.04 The parties may mutually agree to extend the time limits herein.

ARTICLE 9 - ARBITRATION

- 9.01 The provisions of the *Industrial Relations Act* governing the arbitration of grievance shall apply to grievances lodged under the terms of this Agreement.
- 9.02 In any case, including cases arising out of any form of discipline or the loss of any remuneration, benefits, or privilege, the Board of Arbitration shall have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of a benefit or privilege, as the Board may determine appropriate to finally settle the issues between the Parties, and may give retroactive effect to its decision.
- 9.03 The parties to this Agreement may by mutual consent agree to a one member Board of Arbitration, which shall have the full powers as outlined in Article 9.02.

ARTICLE 10 - SENIORITY

- 10.01 Seniority as referred to in this Agreement shall mean length of continuous service in the Department the employee currently works in.

Full-time employees shall accumulate seniority on the basis of years, months and days of employment since placement in the employee's current Department. Part-Time, Seasonal and Temporary employees will accumulate seniority based on hours worked since placement in the employee's current Department. Temporary Employees will only accumulate seniority for the purpose outlined in the Letter of Understanding Re: Seasonal and Temporary Employees.

Service is defined as length of continuous service since the most recent date of hire with the Employer and includes all time employed whether or not in a bargaining unit position.

- 10.02 An employee shall only lose their seniority for the following reasons:
- (a) dismissal for just cause;
 - (b) voluntarily leaves the service or resigns in writing;

- (c) fails to return to work after having been absent without leave or having been notified in writing by the Employer by personal contact or registered mail that employment is available, and if a satisfactory explanation is furnished within five (5) calendar days, then 10.02 does not apply;
 - (d) have been laid off and has not been recalled for a period of 24 months.
 - (e) has been absent from work for five (5) or more consecutive shifts without providing a reason for the absence satisfactory to the Employer.
- 10.03 Should an employee be assigned to another department by the Employer, he shall retain their original seniority, unless transferred for just cause.
- 10.04 Seniority lists shall be posted in the respective Departments, being Protective Services, Infrastructure Services, and Parks and Community Services and Garcelon Civic Centre in January of each year at such places where employees whose names appear thereon are employed and are to be available to all employees. Posting of seniority lists shall be the responsibility of the Chief Administrative Officer or designate. Adjustments are to be made monthly, if necessary. Protests in regard to seniority status shall be submitted in writing. When proof of error is presented by an employee or their representative, such error shall be corrected and when so corrected, the agreed upon seniority date shall be final.
- 10.05 Should an employee covered by this Agreement be transferred to another department by the Employer then he may, on written request, revert to their former classification and seniority status within sixty (60) calendar days of their change of classification. Approval of such requests shall no be unreasonably withheld.

ARTICLE 11 - BULLETINING OF POSITIONS FOR PROMOTIONS OR ADVANCEMENT

- 11.01 All appointments for vacancies subject to the application of 11.03 of this Agreement, and/or newly created positions in Departments covered by this Agreement, shall be made by the Employer subject to the following procedure:
- (a) The Employer shall bulletin within the Union all vacancies or new positions in all Departments covered by this Agreement for at least ten (10) calendar days. The Employer also agrees to fill such vacancies or new positions within a period of 90 calendar days from the date the vacancy occurs or the date the new position is created. Copies of all such bulletins shall be forwarded to the Secretary of the Union.

- (b) In filling vacancies or new positions created, consideration must be given to employees within the bargaining unit, taking into consideration qualifications, ability, merit and seniority. Qualifications, ability and merit being relatively equal, seniority shall govern.
 - (c) No applicants from outside the bargaining unit will be considered unless the posting and selection process is completed and no bargaining unit applicant was selected. Notwithstanding the foregoing, the Employer may seek applicants from outside the bargaining unit concurrently with the aforementioned process.
 - (d) The successful employee shall be placed in the vacancy or new position on a trial period of three (3) months. Should the employee successfully complete the trial period the appointment shall become permanent. Should the employee prove unsatisfactory in the position during the trial period or if the employee requests in writing, they shall revert to their former position without loss of seniority or wages.
 - (e) When an employee is successful in obtaining a permanent appointment in (c) above in another department they will lose, after three (3) months, their seniority in their original department and shall be given seniority in the new department from the date they commenced working in that department.
 - (f) No employee shall be required as a condition of employment to accept a promotion or a new position.
 - (g) A temporary position that is not expected to exceed four (4) months in duration can be filled at the Employer's discretion. If a temporary position unexpectedly exceeds four (4) months, the Employer shall post as a new position any portion that exceeds four (4) months. Any temporary position that is expected to last four (4) months or longer will follow the posting procedure outlined in this Article.
 - (h) If an internal candidate is successful in obtaining a temporary position, they shall be returned to their former position once the temporary position ends. Any transfers that occurred as a result of the filling of that temporary position shall be reversed.
- 11.02 The Employer and the Union agree to cooperate in the advancement and promotion of present member of CUPE Local 770 in filling vacancies or new position created in the Employee's Department. Whenever possible, the Employer agrees to consider assisting employees financially if necessary when employees indicate a desire to take special courses or seminars that are required in meeting the necessary qualifications for promotion or advancement for any position in the Employee's Department. The Employer will provide the Union with the necessary qualifications required in order to be considered qualified for bargaining unit positions. When the employee attends courses or seminars where there is a financial cost to the Employer other than wages and where such employees fails to finish the courses or seminar successfully, the employee may be required to reimburse the Employer for costs

other than wages. Employees attending courses outside of working hours shall not receive any compensation concerning wages.

11.03 The Employer agrees to maintain a minimum of twenty-seven (27) regular employees at all times during the life of this Agreement.

11.04 (a) The Employer agrees to provide full-time employment for the life of this Agreement for the following eight (8) Regular Employees:

1. Greg Pomeroy
2. Dwayne Richards
3. David Beach
4. Blair Furlotte
5. Randy Bartlett
6. Larry Hovey
7. Kevin Mundie
8. Jennifer Dow

NOTE: as the above listed employees leave the place of employment, no new names will be added.

(b) The parties agree that, should any listed employee cease to be employed with the Town during the life of this Agreement, the Employer retains the right not to fill the position, but only if at least twenty-seven (27) regular positions are filled. Should the Employer post any position, it retains the right to determine the classification and the department in which the vacancy will apply.

ARTICLE 12 - HOURS OF WORK

12.01 Protective Services Department

(a) The work schedule of the Fire Department shall be based on an average 42-hour week at straight time, shift work applying.

(b) The regular hours of work for the Firefighter position are based on a forty-two (42) hours work week (i.e. 4 days x 10.5 hours per day). Hours of work are 7:00 a.m. to 5:30 p.m. However, exceptions can be made to accommodate delivery of training, fire prevention activities, special events or projects. Regardless of the activity a day will consist of 10.5 consecutive hours. If the activity occurs during the evening, the hours of work are scheduled between 10 a.m. and 10 p.m. If the activity involves having to work Saturday and /or Sunday, the same hours per day (i.e. 10.5 hours) apply, and Monday and Tuesday are days off. Hours per day are continuous. If the Firefighter covers for one of the Fire Drivers, shift work applies.

12.02 Other Employees (excluding Protective Services and Garcelon Civic Center)

(a) The scheduled work week shall be forty (40) hours from Monday to Friday, inclusive.

- (b) The scheduled workday shall be eight (8) continuous hours exclusive of a one-hour unpaid lunch period, between the hours of 7 a.m. and 5 p.m. However, normal working hours once established will not be changed without the employee being given 2 weeks' notice.

12.03 Garcelon Civic Center

- (a) The regular work shifts for the Garcelon Civic Center shall be eight (8) to twelve (12) consecutive hours between the hours of 5:30 am and 1:00 am, seven (7) days per week with at least two (2) consecutive shifts scheduled off each week.
- (b) The work schedule for the Garcelon Civic Center Maintenance/Custodial Labourers shall be based on an average forty (40) hour work week at straight time, shift work applying. However, normal working hours once established will not be changed without the employee being given 2 weeks' notice.
- (c) The Union and Employer agree that the hours of work and break times taken by the Garcelon Civic Center employees is a benefit or right in lieu of any right under the *Employment Standards Act* pursuant to section 4(2) of the *Employment Standards Act*.

ARTICLE 13 - TEMPORARY TRANSFERS/ASSIGMENTS

- 13.01 No employee shall be forced to accept a temporary transfer or assignment to a newly created temporary position.
- 13.02 An employee accepting to fill a temporary higher paid position shall receive the wage rate of the higher paid position while so employed to do the work of the higher position.
- 13.03 An employee required to fill a temporary position for which a lower rate than that paid for such employee has been established, they shall not suffer any reduction in pay by reason thereof.
- 13.04 Temporary positions for a fixed term or task not to exceed twelve (12) months. If the temporary position is to replace a Regular Employee who is absent on an approved leave of absence, the temporary position shall last the length of the absence.

ARTICLE 14 - OVERTIME

- 14.01 (a) All hours worked in excess of the regular hours as stated in Article 12 shall be considered overtime and shall be paid at one and one-half (1½) times the employee's regular rate.

- (b) It is agreed between the parties that employees called out one (1) hour or less before the commencement of the regular hours shall not receive a call out but shall be paid for one (1) hour at the overtime rate of time and one-half the regular wage.
 - (c) Overtime shall be compensated by payment of one and one-half (1 1/2) times the employee's rate of pay or one and one-half (1 1/2) times off at the option of the employee. Time off shall be taken at a time mutually agreeable by the parties, otherwise the employee shall be paid for the overtime worked at the applicable rate on the last pay day of December in the current year.
- 14.02 Employees required to work on Saturday and Sunday shall be paid at one and one-half times the regular rate except Fire Drivers, the Firefighters and the Garcelon Civic Center employees, if required to work on Saturday or Sunday
- 14.03 (a) All overtime will be rotated among readily available employees within their respective classifications.
- (b) Once a crew in the Infrastructure Services Department is assigned to a job that may require working of overtime hours by the employees in the crew that are continuous with the normal regular working hours, such overtime shall not be subject to 14.04(a) above, nor employees not assigned to that crew be entitled to those hours of overtime. This article is not intended to apply to winter snow removal or other winter street maintenance work.
- 14.04 All employees shall report for work when contacted for overtime unless excused by the Department Head or the Chief Administrative Officer.
- 14.05 (a) (i) When an employee is required to be on stand-by they shall be paid the sum of \$265.00 for the year 2023; \$270.00 for 2024; \$275.00 for 2025; \$280.00 for 2026 and \$285.00 for 2027. Stand-by hours shall be from 4 p.m. Thursday until 4 p.m. the following Thursday.
- (ii) When a (Fire Driver) employee is required to be on stand-by they shall be paid the sum of \$265.00 for the year 2023; \$270.00 for 2024; \$275.00 for 2025; \$280.00 for 2026 and \$285.00 for 2027. Pay for stand-by hours shall be considered to cover a seven (7) day period.
- (b) Employees of Public Works shall be paid one day's pay for each Statutory Holiday which falls within their week on stand-by, in addition to compensation received in accordance with Article 15.
 - (c) At the sole discretion of the Employer, an employee may be granted one day off at a later date with pay for each statutory holiday they are on stand-by, in lieu of the day's pay provided for in section 14.06 (b) which falls within their week on stand-by.

- (d) When an employee is required to work on a day that he is on stand-by then the call-out clause shall apply.
- (e) It is agreed that Article 14.06 shall apply equally to all employees covered by CUPE Local 770 who are required to be on call for any portion of a holiday.
- (f) When an employee is required to be on stand-by, and such employee has not been excused per Article 14.05 and fails to respond to a call, such employee shall not be entitled to stand-by pay for one (1) seven day (7-day) period, granted days off or other pay under this section 14.06.

14.06 Call-out -

- (a) When a regular employee covered by this Agreement is called for any time outside their regular working hours and reports for duty, they shall be paid a minimum of three (3) hours at their overtime rate of pay or four and one-half (4 1/2) hours time off with pay at the employee's option. Time off shall be taken at a time mutually agreeable by the parties. It is agreed that no employee will receive no more than three (3) call-outs of a minimum of three (3) hours each at their overtime rate of pay in the same three (3) hour period following the first call-out.
- (b) When a regular employee covered by this Agreement is called out to work outside their regular hours of work and reports for duty on July 1, Labour Day, Remembrance Day and Santa Claus Parade Day to erect and remove flags and/or barricades only, they will receive a day off with pay in lieu of compensation, at time mutually agreed upon between the Employer and the employee before the end of the calendar year.
- (c) When a regular employee covered by this Agreement is called out to work outside their regular hours of work and reports for duty related to International Festival Parade day they will receive a day off with pay in lieu of compensation for the first six (6) hours of work. All time worked over and above six (6) hours will be compensated at the rate of time and one-half.

14.07 In the event that an employee is required to take additional training to maintain credentials required by their current position, then the employee shall be paid for the training hours in accordance with this article, if applicable. Every effort should be made by the Employer to train during regular work hours.

ARTICLE 15 - LEGAL HOLIDAYS

15.01 All employees covered by this Agreement (except employees of the Fire Department) shall be granted the following holidays with pay:

New Year's Day
 Employee Birthday
 Family Day
 Good Friday
 Easter Monday
 Victoria Day
 Canada Day

New Brunswick Day
 Labour Day
 Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day
 National Day for Truth and Reconciliation

and all other days approved as public holidays by the proclamation of the Governor-General of Canada, the Lieutenant Governor of the Province of New Brunswick, or the Mayor of the Municipal District of St. Stephen.

- 15.02 Should any of these holidays fall on Saturday or Sunday, the following Monday shall be considered the holiday.
- 15.03 All regular employees called upon to work on any holiday as defined in Article 15 of this Agreement will be compensated for all time worked at one and one-half (1 ½) times the regular rate in addition to the regular day's pay allowed for the holiday.

Fire Department Employees

- 15.04 Fire Drivers of the Fire Department shall receive twenty-one (21) working shifts vacation with pay or they shall receive 220.5 hours of pay at their regular rate in lieu of statutory holidays.

When a Legal Holiday falls on a normal working day for the firefighter, the firefighter shall take the day off with pay. If the firefighter is required to work a holiday, the firefighter will be compensated at time and a half for the hours worked. When the firefighter is working as a fire driver and works a holiday, he shall be compensated at the same rate as a fire driver.

ARTICLE 16 - VACATIONS

- 16.01 It is agreed that vacations will be granted if at all possible at the employee's request, with those having the most seniority in the department concerned getting preference. All vacation leave must be applied for in writing, giving dates requested. All vacation leave of five (5) days or more shall be applied for by May 1st of the vacation year. Vacations will be granted as per the following schedule:
- (a) Regular employees with over one (1) year service but less than ten (10) years service, shall receive fifteen (15) days at eight (8) hours each for a total of 120 hours of vacation each year.

- (b) Regular employees with ten (10) years service, but less than twenty (20) years service, shall receive twenty (20) days at eight (8) hours each for a total of 160 hours of vacation each year.
 - (c) Regular employees with twenty (20) years service or more shall receive twenty-five (25) days at eight (8) hours each for a total of 200 hours of vacation each year.
 - (d) Regular employees of the Fire Department with over one (1) year service but less than ten (10) years service, 144 hours of vacation with pay.
 - (e) Regular employees of the Fire Department with ten (10) years service, but less than twenty (20) years service, 192 hours of vacation with pay.
 - (f) Regular employees of the Fire Department with twenty (20) years service or more, 240 hours of vacation with pay.
- 16.02 All vacation pay to be regular bi-weekly earnings. Holiday pay, overtime, call out pay, etc. is not included.
- 16.03 Vacation schedules shall be posted by June 1st each year and shall not be changed unless mutually agreed to by the employee and Employer.
- 16.04 Vacations Carry Over
Requests for carrying forward of unused vacation shall be made in writing no later than November 1st of each year. Employees will not normally carry over vacation credits from year to year. Where such application has been made and approval is granted those credits when paid out shall be at the rate for which they were earned.

ARTICLE 17 - LEAVE OF ABSENCE

- 17.01 Conventions and Education Seminars
Written requests for leave of absence with pay and without loss of seniority submitted two (2) weeks in advance shall be granted where operational requirements permit. Leaves will not exceed two (2) employees selected or appointed to represent the Union at conventions or seminars at one time. Normally, leave will not exceed six (6) working days each, for two (2) employees or up to a maximum of twelve (12), union leave days per year. The Employer will invoice the union for all time approved and the union shall reimburse the lost wages to the Municipal District of St. Stephen.
- 17.02 Negotiations with the Employer
The Employer agrees that permission, on notification to the Department Head or their agent, shall be granted to the Union President and one Shop Stewards from the relevant Department to leave their employment temporarily in order to meet with the Employer or its

representatives with respect to the investigation or settlement of a grievance between the Union and the Employer, and they shall suffer no loss of pay for time so spent.

17.03 General Emergency

During a state of general emergency, any employee joining any of the branches of the Armed Forces of Canada, including the Merchant Marines, shall on application be granted leave of absence and on their return to the Employer's employment, shall maintain their seniority rights and be entitled to any general pay increase and maintain their rights of promotion, provided he returns to work with the Employer within three (3) months of the date of discharge from the above mentioned Forces, unless he is classified by Government as wounded.

17.04 Attendance at Legal Proceeding

If an employee is required to attend court or a coroner's inquest in connection with a case arising from the employee's duties, the employee shall not lose regular pay, benefits or seniority because of such attendance, provided the employee notifies the Employer immediately on the employee's notification that they will be required to attend, presents proof of attendance, and deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowances.

17.05 Bereavement

(a) In the event of a death in the immediate family (mother, father, step-parents, brother, sister, step-brother, step-sister, spouse, child) said employee shall be entitled to five (5) regularly scheduled working days bereavement leave with pay.

(b) In the event of a death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, or grandchild, said employee shall be entitled to three (3) days leave with pay.

(c) Where the burial occurs outside the province, bereavement leave shall include reasonable travelling time not to exceed two (2) days.

17.06 Should an employee covered by this Agreement request leave of absence without pay, same may be granted to a maximum of ninety (90) days, provided the absence of the employee does not interfere with the effective operation of their Department. Should more time be necessary, the employee concerned shall make written request to their Employer for an extension and such extension may be granted at the prerogative of the Chief Administrative Officer.

17.07 It is understood by the parties that a day referred to in this article consists of eight (8) hours.

17.08 Temporary Non-Bargaining Unit Position

Bargaining unit employees may assume non-bargaining unit positions on a temporary basis not to exceed twelve (12) months, or in the case where the employee is filling in for the approved absence of a non-union employee the length of the absence. The employee will accrue seniority during the temporary period. At the end of the temporary assignment, the employee will return to the bargaining unit and any bumping or transfers that occurred as a result of the employee's transfer outside the bargaining unit will be reversed.

17.09 Domestic Violence Leave

The Employer will provide domestic violence leave, intimate partner violence leave or sexual violence leave in accordance with the *Employment Standards Act*. A request by an employee for more than five days of paid leave will be at the discretion of the Employer. The Employer agrees that any time taken under this article shall not be considered a culpable absence during performance reviews undertaken by the Employer.

ARTICLE 18 - SICK LEAVE

- 18.01 (a) Employees will receive one and one-half days sick leave per month, eighteen (18) per year, which shall be cumulative from year to year to a maximum of 210 days.
- (b) Where an employee is absent for three consecutive days, the Employer may request the employee to provide a medical certificate from their personal physician or practitioner and such request must be made during the illness.
- (c) When the Employer requests a medical certificate, any costs incurred will be reimbursed to the employee with a receipt.
- 18.02 On retirement due to disability, or age as stated in "New Brunswick Municipal Employee Pension Plan", or upon the death of the employee, the employee or their beneficiary will be paid:
- (a) If a member of the Municipal Pension Plan, all outstanding accumulated sick leave at a rate equivalent to their rate of pay on retirement to a maximum of two hundred and ten (210) days.
- (b) If not a member of the Municipal Pension Plan, then six months retirement leave or their remaining accumulated sick leave to a maximum of two hundred and ten (210) days whichever is the greater.
- (c) It is agreed all employees in the Fire Driver classification who retire in regard to this article and who receive compensation for their sick leave, such compensation will be

calculated at the rate of ten and one-half (10 1/2) hours for each sick day credit the employee has times their rate of pay on retirement.

- 18.03 All other employees covered by this Agreement on obtaining 35 sick leave credits will allow five (5) days from their accumulation to be added to the established sick leave bank.
- 18.04 Each employee, after giving five (5) days to the sick leave bank will allow one (1) day per annum from their sick leave credits to be added to the sick leave bank until contributions collectively result in an accumulation of 250 working days. Employees who have accumulated their maximum credits under Article 18.01, shall have their additional 1½ days allotment they would have received if they were not at their maximum to be credited to the sick leave bank also until contributions collectively result in an accumulation of 250 working days.
- 18.05 The Union shall receive a complete record of days on credit for members individually and total days credited to the bank at the end of each calendar year.
- 18.06 Applications for an allotment from the sick leave bank may be made by an employee who has suffered a major illness or who has suffered an injury which is not compensatory under the Worker's Compensation Act, and shall be subject to the approval of the Union Executive and of the Employer upon production of appropriate medical certificates.
- 18.07 No allotment from the sick leave bank shall be approved unless and until the employee concerned has exhausted their entire annual and accrued sick leave allotment.
- 18.08 Annual Posting
Sick Leave accredited to any member of the bargaining unit shall normally be made available only to them. However, a copy of all accumulated leaves shall be provided also to the local 770 president or their designated officer, the department head and/or Chief Administrative Officer. Department heads shall provide a copy of accumulated leaves from an employee within their department.
- 18.09 When an employee terminates their employment, other than that outlined in Article 18.02, the remaining accumulated sick leave credits of that employee shall be transferred to the sick leave bank.
- 18.10 It is understood by the parties that a day referred to in this article consists of eight (8) hours, except for fire truck drivers or the maintenance/custodial labourer at the Garcelon Civic Center. When an employee of the Fire Department or the Garcelon Civic Center is absent for a shift because of sickness, they will be deducted one day of their sick leave benefits.

ARTICLE 19 - CLOTHING

19.01 Boot Allowances increase shall take effect in 2023 \$285.00; 2024 \$295.00; 2025 \$305.00; 2026 \$315.00 and 2027 \$325.00.

Annual Issues

The following schedule of annual issues of clothing to all regular employees shall apply:

Public Works Department

Pants (4) – Pants of different material may be ordered as long as this does not increase the cost to the Employer.

Shirts (4)

Work Gloves (2 pairs)

Steel-toed boots

Winter jacket/insulated coveralls: jackets shall be provided in even numbered years and coveralls in odd numbered years, value of which shall not exceed \$150.00.

Coveralls (as required)

Rubber gloves (as required)

Rubber boots and rubber clothing (as required)

19.02 **Fire Department Clothing Issued as Required**

All regular employees of the Fire Department may be issued the following clothing, as required, at the discretion of the Department Head:

Shirts (4)

Ties (2)

Full Uniform (on request)

Cap, summer and winter (1 of each)

Gloves (2 pairs)

Raincoat (1)

Parka

Summer Jacket (1)

Pants (2)

One pair of summer shoes

One pair of winter boots

Coveralls in year one

Insulated coveralls in year two

In each of the first two years of service all Fire Drivers shall be issued a full complement of clothing.

19.03 Date of Issue

Clothing allotments as described in Article 19 shall be available to the employees during the calendar year (January to December).

19.04 Uniform Cleaning

Fire drivers shall have dress uniforms and pants dry-cleaned as necessary, at the Employer's expense, to a maximum of two uniforms or four pairs of trousers per month.

19.05 Return of Clothing

Employees who submit their resignation from employment with the Town within 90 days of receipt of any part of the clothing issue shall, at the request of the Employer, return such items issued within 90 days of the resignation.

19.06 Garcelon Civic Centre Uniforms and Equipment

(a) Civic Centre Aquatic Staff: Two (2) swim suits, one (1) pair of deck shoes and one (1) coverup supplied by the Employer each calendar year by February 15.

(b) Civic Centre Maintenance/Custodial Staff: Steel toed work boots as per annual boot allowance, rubbers gloves, work gloves, shirts and rubber boots supplied by the Employer on an as needed basis. Two (2) pair of pants, two (2) shirts and one (1) hoodie shall be supplied by the Employer by February 15 of each calendar year. One (1) winter jacket every three (3) calendar years will be supplied by the Employer by November 1.

ARTICLE 20 - SAFETY

20.01 The Union and the Employer shall co-operate in continuing and perfecting the safety measures now in effect.

20.02 A Safety Committee shall be established and be composed of a minimum of two (2) representatives of the Employer and a minimum of two (2) representatives of the Union. Both parties in making their appointment shall be motivated by the need of selecting people who will be best capable of promoting safety on the job.

20.03 The Safety Committee shall hold meetings as prescribed in the Occupational Health and Safety Act or more often if requested by the Union or the Employer.

20.04 Minutes of all Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union with a copy to the Health and Safety Commission.

20.05 Time spent by employees in performance of their duties during regular hours of work as members of the Joint Safety Committee shall be considered basis of straight time.

20.06 The Employer will maintain its equipment in accordance with Federal and Provincial Safety Regulations and to make reasonable regulations for the safety and health of its employees during the hours of employment and the Union agrees that it will direct its members to use the protective devices and other equipment provided by the Employer for the protection of employees from injury. The Union also agrees that it will encourage its members to promptly report conditions which might be dangerous to employees and the public and to do all in their power to make the Employer's property and equipment safe, sanitary and dependable.

20.07 Equipment Safety

(a) While working, no employee shall be required to work under heavy vehicles or equipment while alone.

(b) Employees of the Town who are not covered by this Agreement shall not operate equipment on any project while employees in the bargaining unit are available to operate. This clause however does not apply to students or casuals hired to work in the recreational area.

20.08 Where an employee is required to work in a place that is of poor visibility and/or lacks proper communications that could possess an immediate danger to the employee then the Employer shall be required to provide a second employee to that work area for the time required.

ARTICLE 21 - WAGES

21.01 Wage rates shall be in accordance with Appendix "A" which shall be attached to and become part of this Agreement.

21.02 Live Sanitary Sewers

Any employee required by their superintendent to work on a live sanitary sewer shall be paid a premium of \$2.00 per hour for the life of this Agreement, only when the sewer is open. The parties agree that this article does not apply to the classification of Treatment Plant Operator or Assistant Treatment Plant Operator.

21.03 Severance Pay

Except in the case of a discharge for just cause or normal retirement, an employee whose services are terminated by the Employer shall receive two (2) weeks severance pay at their regular rate, or two (2) weeks notice from the Employer, subject to the *Employment Standards Act*.

ARTICLE 22 - EMPLOYEE REDUCTION AND RECALL TO SERVICE

- 22.01 When the number of employees covered by this Agreement is reduced, senior employees will be retained.
- 22.02 Layoff shall be carried out by reverse order of seniority in the classification affected by the layoff within the relevant Department. An employee who their given notice of layoff may displace a more junior employee within their Department in another classification with less Departmental seniority provided the employee can perform the job of the other classification without training.
- 22.03 Where a vacancy becomes available, an employee on layoff will be recalled to the vacancy provided the vacancy is in the employee's classification and within the employee's Department. If two or more employees in the same classification and from the same Department are on layoff when the vacancy occurs, the more senior employee will be recalled.
- 22.04 A laid off employee who fails to report for duty, or give satisfactory reason in writing for not doing so, within five (5) calendar days from the date of notification by personal service or registered mail to their last known address known to the Employer, shall forfeit their seniority rights, and their name shall be removed from the seniority list.
- 22.05 Where a new position or vacancy occurs that is not within the classification or Department of any of the employees on layoff, the position will be posted in accordance with the posting provisions of this Agreement and employees on layoff will be given the opportunity to apply.
- 22.06 Grievances concerning layoffs and recalls shall be initiated at the final level of the grievance procedure.
- 22.07 Advance Notice of Layoff
Unless legislation is more favourable to the employees, the Employer shall notify in writing by registered mail or registered e-mail, employees who are to be laid-off twenty (20) calendar days prior to the layoff. Should an employee not receive written notice for such period of time, the employee shall be paid for that time period.

Note: This article applies to Regular Employees only.

ARTICLE 23 - CONTRACTING OUT WORK

23.01 No contracting out of work by the Employer which would reduce the regular hours of work of the regular staff of the bargaining unit.

ARTICLE 24 - PROHIBITED CONDUCT

24.01 There shall be no abusive, profane or obscene language used by any member of the bargaining unit, or their representative, or the Employer or employer's representative.

24.02 Consumption of intoxicating beverages and use of drugs during working hours is strictly prohibited. Any employee under the influence of intoxicating beverages or drugs during working hours shall be subject to discipline.

24.03 **Injured on Duty**

All persons employed in classifications in the Unit shall be covered by the provisions of the *Workers' Compensation Act* of the Province of New Brunswick.

24.04 Regular employees covered by the bargaining unit receiving compensation benefits under the *Workers' Compensation Act* for injury on the job shall receive the difference between their regular pay and the benefit that is paid by the Workplace Health, Safety and Compensation Commission during their period of temporary disability.

24.05 The absence of an employee who is receiving compensation benefits under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credits or vacation credits.

24.06 **Harassment Policy**

All employees shall comply with the Employer's Workplace Harassment Policy as currently in place and as amended from time to time. The Employer shall provide awareness and circulate following the signing of this agreement.

ARTICLE 25 - PENSION PLAN

25.01 Any regular employee hired after September 19, 1979 shall, as a condition of employment, join the Municipal Pension Plan.

25.02 The Municipal Pension Plan contributions shall be shared on a 50/50 basis between the employee and the Employer.

ARTICLE 26 - MEDICAL AND DENTAL PLANS

- 26.01 The parties agree to strike a cooperative joint committee. The purpose is to review current coverage and its premium rates. Take the current plan to market for Tenders. Seek better rates and or better coverage for the current rates.
- 26.02 The Employer shall implement Medavie Blue Cross or its equivalent, with the Employer and employee contributing on a 50/50 cost-sharing basis.
- 26.03 The Employer shall implement Medavie Blue Cross Dental Plan or its equivalent, with the Employer and the employee contributing on a 50/50 cost-sharing basis.
- 26.04 The Employer agrees should the local membership decide to have a long-term disability plan or a group life insurance plan, they will make the premium deductions from those employees and forward such monies to the carrier of the plan. The employees shall pay 100% of the premiums to have a long-term disability plan and/or a group life insurance plan.
- 26.05 The Employer agrees to pay for medical drugs not covered by the medical plan in Article 26.01, which may be required to guard against diseases and germs employees may come in contact with while working.
- 26.06 Employees who retire early after January 1, 2013, shall be allowed to remain in the Health and Dental Plan to age 65 or 5 years, whichever comes first. However, they shall pay one hundred (100%) percent of the premium costs commencing in the first month following their retirement.

ARTICLE 27 - PAY DATE AND DIFFERENTIAL

- 27.01 The Employer agrees to pay employees on a bi-weekly basis by direct deposit. Each employee shall provide the Employer with such banking information necessary for deposit to be made.
- 27.02 Fire drivers and the Firefighter will receive a shift differential of 90¢ for 2018; \$0.95 for 2019; \$1.00 for 2020; \$1.05 for 2021 and \$1.10 for 2022 per hour for all hours worked on shifts when half or more of the hours are regularly scheduled between the hours of 4:00 p.m. and 8:00 a.m.
- 27.03 Shift premiums shall be as follows:

Public Works Department/Garcelon Civic Center - After 5:00 p.m. and until start of regular shifts – 70¢ per hour.

Shift premiums are payable in addition to regular earnings and shall be paid for on a basis mutually agreeable to the Union and the Employer. Shift premiums will not be paid for periods of stand-by or call-outs.

ARTICLE 28 - SPECIAL CONDITIONS OF EMPLOYMENT RELATING TO INDIVIDUAL DEPARTMENTS

28.01 Fire Department

Except in cases of emergency, fire truck driving will be done by existing certified employees and minimum call out time will be three (3) hours at time and one-half.

28.02 Transportation of Employees

During inclement weather, if at all possible, all employees in all departments being conveyed from yard to job or vice versa shall be protected from such elements by properly covered mobile equipment.

28.03 Greater Existing Benefits

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed during the term of this Agreement.

28.04 Under normal circumstances the Director of Operations & Labour Relations/Assistant Chief Administrative Officer, Director, Parks, Recreation and Property Management, and the Assistant Director, Parks, Recreation and Property Management will not engage in work normally performed by members of the bargaining unit. However, under some circumstances the above noted may be required to do minimal tasks provided all members of the bargaining unit are working at the time.

28.05 Snow Plow Operators

All drivers who are required to operate trucks with plows shall receive the rate of pay of Operator as set out in Appendix "A" for all hours worked while plowing.

28.06 The Fire fighter shall be utilized as much as possible to replace regular Fire Truck Drivers.

28.07 The Firefighter when working in excess of forty-two (42) hours in any pay period shall be paid at the rate of time and one-half (1½) their rate of pay.

28.08 (a) Where a regular Fire Driver is absent from work and unable to perform their regular duties due to illness, vacation, bereavement, lieu time, educational leave, or other leave as may be agreed to by the Union and the Employer, these shifts shall be filled at the discretion of the Fire Chief by utilizing the Firefighter provided the shift(s) can be filled at first without incurring overtime, it can be scheduled accordingly.

(b) If the shift cannot be filled by the Firefighter, then it shall be available to the regular Fire

Driver first, provided it does not result in working a double shift, except in the case of an emergency.

(c) If still not able to fill the vacant shift(s), then it shall be given to the Firefighter at the overtime rate.

(d) The Employer agrees not to use casuals or volunteers to fill vacant shifts.

28.09 The Employer agrees to provide training to the Fire Drivers and Firefighter at no expense to the employee in order to qualify to meet the job requirements.

28.10 When the Firefighter is required to do stand-by they shall receive the stand-by rates as regular Fire Drivers for stand-by hours.

28.11 It is agreed between the parties that casual employees will not be employed in the "Foreman" classification. However, where casual employees working in the Department of Parks, Recreation and Property Management are required to supervise students or other non-bargaining unit members, such employees shall receive the rate of pay of the regular Labourer classification.

See Letter of Agreement for application of 28.08.

ARTICLE 29 - TERMS OF AGREEMENT

29.01 This Agreement shall be binding on both parties and remain in effect from January 1, 2023 to December 31, 2027 provided however that where notice to bargain has been given by either party in accordance with Section 33 of the *Industrial Relations Act* with a view to the renewal or revision of this Agreement or the making of a new agreement, this Agreement shall continue in full force and effect until

(a) a renewal or revision of this Agreement or a new agreement is signed, or

(b) a lawful strike or lock-out occurs in accordance with the provisions of the *Industrial Relations Act*, whichever occurs first.

29.02 Change in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

29.03 Agreement to Continue in Force

Where such notice requests revision only, the following conditions shall apply:
Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining, and if negotiations extend beyond the anniversary date of the

Agreement, any revision in terms mutually agreed upon, shall unless otherwise specified, shall apply retroactively to **the date of January 1, 2023.**

- 29.04 Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

ARTICLE 30 - INTERRUPTION OF WORK

- 30.01 There will be no strikes, walkouts, slowdowns, picketing, lockouts, or other similar interruptions of work during the period this Agreement is in effect.

ARTICLE 31 - DISCIPLINARY ACTION

- 31.01 Discipline for just cause includes:
- (a) written reprimand
 - (b) suspension with or without pay
 - (c) demotion
 - (d) discharge

An employee shall not be disciplined except for just cause and the employee shall be informed within five (5) working days from such disciplinary action, with written reasons including relevant dates. A copy of such disciplinary action shall be sent to the Union within a seven (7) calendar day period.

- 31.02 A suspension without pay shall be for a specified period, with a maximum period of suspension without pay being ten (10) working days.
- 31.03 The record of an employee shall be struck clean after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or adverse reports. An employee may review their record upon reasonable notice to their Employer of their desire to do so, and may have information from their personal file copied.
- 31.04 Should it be found that an employee has been unjustly suspended, discharged, demoted or has unjustly suffered a financial penalty, such employee shall be immediately reinstated in their former position, without loss of pay or benefits which would have accrued to them had he not been suspended, discharged, demoted or suffered a financial penalty, which shall be paid to them on the pay day following reinstatement.
- 31.05 Where a 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 31 – Disciplinary Action, the employee shall be advised at least twenty-four hours in advance of such meeting in order that they may invite a union representative to attend the meeting.

Appendix "A" - WAGE RATES

Classification	Current	Jan. 1/23 (\$1.39)	Jul. 1/24 (\$0.80)	Jan. 1/25 (\$0.83)	Jan. 1/26 (\$0.85)	Jan. 1/27 (\$0.91)
Supervisor II	\$29.54	\$ 30.93	\$31.73	\$32.56	\$33.41	\$34.32
Supervisor I	\$28.72	\$30.11	\$30.91	\$31.74	\$32.59	\$33.50
Water Quality Tech	\$29.54	\$ 30.93	\$31.73	\$32.56	\$33.41	\$34.32
T.P. Operator	\$29.54	\$ 30.93	\$31.73	\$32.56	\$33.41	\$34.32
Asst T.P. Operator	\$28.71	\$30.11	\$30.91	\$31.74	\$32.59	\$33.50
Mechanic	\$29.21	\$30.60	\$31.40	\$32.23	\$33.08	\$33.99
Operator/Mechanic	\$28.55	\$29.94	\$30.74	\$31.57	\$32.42	\$33.33
Operator	\$27.88	\$29.27	\$30.07	\$30.90	\$31.75	\$32.66
Operator II Backhoe (Excavating)	\$28.55	\$29.94	\$30.74	\$31.57	\$32.42	\$33.33
Truck Driver	\$27.30	\$28.69	\$29.49	\$30.32	\$31.17	\$32.08
Janitor/Handyman	\$25.35	\$26.74	27.54	\$28.37	\$29.22	\$30.13
Labourer	\$25.35	\$26.74	\$27.54	\$28.37	\$29.22	\$30.13
Fire Driver	\$27.88	\$29.27	\$30.07	\$30.90	\$31.75	\$32.66
Fire Fighter	\$27.88	\$29.27	\$30.07	\$30.90	\$31.75	\$32.66
Horticulture Technician	\$28.55	\$29.94	\$30.74	\$31.75	\$32.42	\$33.33
Water Quality Tech I	\$27.88	\$29.27	\$30.07	\$30.90	\$31.75	\$32.66
Water Quality Tech II	\$28.70	\$30.09	\$30.89	\$31.72	\$32.57	\$33.48
Water Quality Tech III	\$29.54	\$ 30.93	\$31.73	\$32.56	\$33.41	\$34.32
M/C Labourer II	\$23.45	\$24.84	\$25.64	\$26.47	\$27.32	\$28.23
M/C Labourer I	\$23.10	\$24.49	\$25.29	\$26.12	\$26.97	\$27.88
Receptionist/ Hospitality Attendant	\$21.30	\$22.68	\$23.48	\$24.31	\$25.16	\$26.07
Life Guard (full time)	\$19.85	\$21.24	\$22.04	\$22.87	\$23.72	\$24.63
Life Guard (part-time)	\$19.50	\$20.89	\$21.69	\$22.52	\$23.37	\$24.28

1. Student positions; Assistant Lifeguard, Customer Service Attendant, and Special Event Servers are excluded from the Collective Agreement.

MEMORANDUM OF AGREEMENT

**Between
Municipal District of St. Stephen
And
CUPE Local 770**

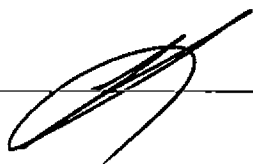
WORK STOPPAGE

The parties agree that the following Memorandum of Agreement shall form part of the total Collective Agreement between the Municipal District of St. Stephen, called the Employer, and CUPE Local 770, with regard to work stoppage resulting from a legal lockout by the Employer or legal strike by the Union.

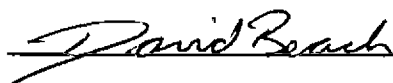
CUPE Local 770 recognizes the public safety issues that may arise relating to daily water testing and hereby agrees that in the event of a work stoppage occurring, the Local will provide the services of a Water Quality Technician to report their water test findings daily to the Municipal District of St. Stephen. Once the water quality tests have been completed and the findings reported to the Employer, they shall leave the workplace and the Employer will compensate them with 3 hours of reporting pay.

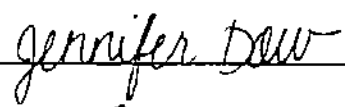
This Agreement shall be in effect from January 1, 2023 to December 31, 2027.

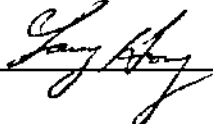
**SIGNED ON BEHALF OF THE
EMPLOYER:**



**SIGNED ON BEHALF OF THE
UNION:**







Municipal District of St. Stephen

And

CUPE Local 770

Letter of Understanding Re: Seasonal Employees and Temporary Employees

The Municipal District of St. Stephen (the "Employer") and CUPE, Local 770 (the "Union") agree that this Letter of Understanding (the "LOU") shall form part of the Collective Agreement between the Employer and the Union and shall outline terms and condition of employment for Seasonal Employees and Temporary Employees.

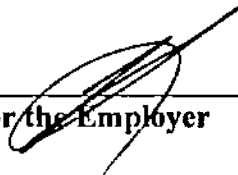
Unless specifically addressed in this LOU, any other term or condition of employment outlined in the Collective Agreement does not apply to Seasonal Employees or Temporary Employees.

1. Seasonal Employees and Temporary Employees shall not, in any way or at any time, be used so as to reduce the normal working hours or the number of Regular Employees in the Departments.
2. The Seasonal Employees and Temporary Employees covered by this LOU shall be covered by Article 6 – Union Security of the Collective Agreement.
3. The probationary period for Seasonal Employees and Temporary Employees shall be four (4) months from the date of initial hiring, which by mutual agreement of the parties may be extended to six (6) months.
4. Seasonal Employees shall earn seniority calculated on the hours worked within their respective classifications. Seasonal Employees shall be laid off at the end of the season and will not be able to exercise any bumping rights. Seasonal Employees who are laid off for more than twenty four (24) months will lose their seniority. Temporary Employees shall not accrue seniority and shall not have any layoff, recall or bumping rights and their employment will come to an end at the end of the temporary period for which they are needed.
5. Seasonal Employees and Temporary Employees shall not be used to do stand-by in the Infrastructure Services Department unless operationally required due to a Temporary Employee occupying a position that normally requires this function.
6. Seasonal Employees and Temporary Employees shall receive holiday pay and vacation benefits as per the applicable provincial legislation. Seasonal Employees and Temporary Employees may request a leave of absence without pay for the purpose of vacation up to five (5) consecutive days, and such leave will not be unreasonably denied.

7. For a Seasonal employees who has worked 6 months or longer in the previous year, they shall be granted (5) day sick leave credits at the date of recall each year. At the end of each recall period each year, the unused days of sick leave credits shall be paid out on the last pay date of the year or at the end of the recall period. All new Seasonal Employees must work six (6) months to earn five (5) days of sick leave credits upon being recalled the following season. Temporary Employees are not entitled to paid sick leave.
8. Seasonal Employees shall receive a clothing allowance on a prorated basis based on the employee's duration of employment in the previous calendar year. The clothing allowance will be prorated based on the proportion of hours worked in the previous calendar year in relation to full-time hours of a Regular Employee. No clothing allowance will be available in the first calendar year of employment for Seasonal Employees. Temporary Employees will not be eligible for a clothing allowance. Any necessary health and safety equipment/clothing will be provided by the Employer to both Seasonal Employees and Temporary Employees.
9. It is agreed that Seasonal Employees shall receive at least two (2) weeks of written notice prior to lay-off and Temporary Employees shall receive at least two (2) weeks of notice prior to the end of the temporary period of employment. It is understood that such two (2) week written notice shall also apply to cover any agreed extension of work up to a thirty (30) day period if such employee is kept working for the Employer, and only beyond the thirty (30) day period will another lay-off notice be required.
10. Seasonal Employees and Temporary Employees will have access to the grievance and arbitration procedure after having completed their probationary period.
11. Seasonal Employees may apply to a posting for a Regular position (full-time or part time) and will be considered an internal applicant with seniority and Article 11 of the Collective Agreement shall apply. If a Temporary Employee applies to a posted Regular position (full-time or part-time), the Temporary Employee will be credited with seniority based on the time worked in the temporary position only for the purpose of the job posting and only in relation to external applicants. A Temporary Employee's seniority will not be considered in relation to a Regular Employee or a Seasonal Employee.
12. The regular hours of work for Seasonal Employees and Temporary Employees will be determined by the Employer based on operational demands and shall be communicated to the employees in advance of their start date.
13. The following provisions apply to Seasonal Employees and Temporary Employees:
 - (a) Seasonal Employees shall have access to Article 17 (Leaves of Absence) under the Collective Agreement with the exception of Article 17.08 (temporary transfer outside the bargaining unit). Temporary Employees shall have access to Article 17 with the exception of Article 17.06 (unpaid leaves of absence) and Article 17.08 (temporary transfer outside the bargaining unit).

- (b) Article 20 (Safety) shall apply to Seasonal Employees and Temporary Employees.
- (c) Article 21 (Wages), but only Article 21.02. Seasonal Employees and Temporary Employees will be paid 100% of the applicable wage rate associated with their classification.
- (d) Article 24 (Prohibited Conduct) applies to Seasonal Employees and Temporary Employees with the exception of Article 24.04 and 24.05.
- (e) Seasonal Employees will receive benefits under Article 26 and will be required to pay full cost of the premiums during any period of lay-off. This is subject to the terms and conditions of eligibility of the benefit plans. Temporary Employees will not be eligible for benefits under Article 26.
- (f) Article 27 (Pay Date and Differential) will apply to Seasonal Employees and Temporary Employees but only Article 27.01.
- (g) Article 28 (Special Conditions of Employment Relating to Individual Departments) will apply to Seasonal Employees and Temporary Employees but only Article 28.02 and Article 28.05
- (h) Article 29 (Terms of Agreement) will apply to Seasonal Employees and Temporary Employees.
- (i) Article 30 (Interruption of Work) will apply to Seasonal Employees and Temporary Employees.
- (j) Article 31 (Disciplinary Action) will apply to Seasonal Employees and Temporary Employees.

SIGNED BY THE PARTIES ON THE DATES BELOW



For the Employer

Aug 29, 2023

Date



For the Union

Aug/29/23

Date

MUNICIPAL DISTRICT OF ST. STEPHEN

-AND-

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 770**

MEMORANDUM OF AGREEMENT

RE: CASUAL EMPLOYEES

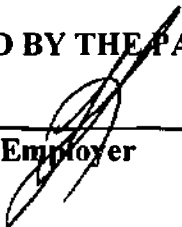
WHEREAS the Union and the Employer (the "Parties") recognize the mutual benefit of having a roster of Casual Employees who are available to work on an as needed basis;

AND WHEREAS the Parties wish to outline the rules regarding Casual Employees;

NOW THEREFORE the Parties agree as follows:

1. Casual Employees are employees who are hired to work on an as-needed basis, excluding students, who are called in by the Employer on an ad-hoc basis to work hours as required by the Employer.
2. Casual Employees are not part of the Collective Agreement and will not accrue seniority or have any other rights under the Collective Agreement.
3. Casual Employees shall not, in any way or at any time, be used so as to reduce the normal working hours of bargaining unit employees.
4. No Casual employee shall operate equipment on any project while permanent employees of that classification are available to do that work.

SIGNED BY THE PARTIES ON THE DATES BELOW



For the Employer

August 25, 2023

Date

David Beach

For the Union

Aug 29/23

Date

MUNICIPAL DISTRICT OF ST. STEPHEN

-AND-

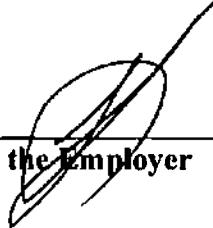
**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 770**

MEMORANDUM OF AGREEMENT

RE: DAVE BEACH AND JENNIFER DOW

1. The Parties agree that Jennifer Dow will be classified as a Supervisor 1 and paid the applicable rate while performing supervisory duties in the Parks and Community Services Department between the period of approximately April 1 to December 31. During the approximate period between January 1 and March 31, she will be classified as a Labourer and paid the applicable rate. The Employer will pay Ms. Dow the Supervisor 1 rate retroactive to April 1, 2023.
2. The Parties agree to adjust the Supervisor II rate effective January 1, 2023 by \$2.00 prior to applying the general wage increase on January 1, 2023. This adjusted rate will only apply to Dave Beach while he remains in the Supervisor II position. Any new Supervisor II hired will be paid the rate set out in Schedule "A," which will not be adjusted by \$2.00.

SIGNED BY THE PARTIES ON THE DATES BELOW



For the Employer

August 29, 2023

Date

David Beach

For the Union

Aug/29/23

Date