

COLLECTIVE AGREEMENT
BETWEEN
GREATER MONCTON WASTEWATER COMMISSION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5217

Effective: January 1, 2024 to December 31, 2026

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ARTICLE 1 – PREAMBLE

- 1.01 WHEREAS it is the intention and purpose of the parties to this Agreement:
- 1) to maintain and improve existing harmonious relations and settled conditions of employment between the Commission and the Union;
 - 2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to the terms of this Agreement;
 - 3) to ensure, encourage and promote the efficiency and productivity of the operations of the Commission;
 - 4) to promote the morale, well-being and safety of all employees covered by the terms of this Agreement.
- 1.02 And being the desire of both parties that all the terms relating to the working conditions of the employees covered by this Collective Agreement be provided in an agreement; now therefore the Parties agree as follows:
- 1.03 Use of Singular and Masculine – Throughout this agreement whenever the reference is to singular or masculine these will be considered to represent just as well the plural or the feminine when such is applicable.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 Management Rights – The Union recognizes that:
- 1) The role of the Employer consists in exercising its functions and the governance of its personnel as per the terms of this Agreement.
 - 2) The Employer maintains all the functions, rights, powers and attributes that are not specifically restrained, delegated, limited or modified by the present Collective Agreement.

ARTICLE 3 – UNION RECOGNITION

- 3.01 Bargaining Unit - The Employer recognizes the Canadian Union of Public Employees Local 5217 as the exclusive bargaining agent for all employees covered by this Collective Agreement according to Certification Order IR-013-14 as determined by the Labour and Employment Board of the Province of New Brunswick and excludes General Manager, Supervisory Personnel, Students and all other persons excluded by the Industrial Relations Act. The Employer commits itself to negotiate with the Union or any Committee authorized on its behalf all matters relating to the working relationship between the Parties with a goal towards mutual settlement of issues which may arise between the Employer and the Union.
- 3.02 Work of the Bargaining Unit – The employees excluded from the bargaining group will not do work covered by this Collective Agreement except for purposes of training, experiments, emergencies or on occasional basis as per past practice, provided that the performance of the aforementioned operations, in itself, does not reduce the hours of work or pay of any employees.

- 3.03 Other Agreements – No employee or group of employees shall be required or permitted to make any written or verbal agreement with the Commission or its representatives if such are incompatible with the terms of this Agreement.
- 3.04 The Employer will provide notification to the employees of upcoming summer employment in order to provide the children of the employees who are attending school and requiring work an opportunity to apply.
- 3.05 All references to a “day” within this collective agreement shall mean “calendar day” unless specifically stated otherwise.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 No Discrimination – The Commission will not exercise its rights towards the employees covered by this Agreement in a discriminatory manner which would be contrary to the *New Brunswick Human Rights Act*.
- 4.02 No Harassment – The Employer and the Union agrees to support all efforts to maintain a workplace free of harassment, demeaning towards any employee, or within the *New Brunswick Human Rights Act*.

ARTICLE 5 – MEMBERS OF THE UNION

- 5.01 Compulsory Membership – As a condition of continued employment, all employees covered by the present Collective Agreement shall become and remain members in good standing in the Union. All new employees of the Commission covered by the terms of this Agreement must become and remain members in good standing in the Union on the onset of employment with the Commission.

ARTICLE 6 – CHECK-OFF OF UNION DUES

- 6.01 As a condition of employment, all employees covered by the collective agreement and at the onset of employment, shall become and remain members in good standing of the Union according to the constitution and bylaws of the Union.
- 6.02 Dues deductions – The Employer shall deduct from the employee any dues levied, in accordance with the union constitution, and by-laws, and deductions shall be made from each pay period. Deductions shall be made from the wages of employees and shall be forwarded to CUPE National bi-weekly coinciding with each pay period accompanied by a list of employees who have had such dues checked-off with a copy to the Local’s Secretary-Treasurer.
- 6.03 Notify new employee of collective agreement – The Employer agrees to acquaint all new employees with the fact that a Collective Agreement is in effect and shall inform the new employee of whom the current Local 5217 executive members are. Within a reasonable timeframe, the Employer will send an e-mail to the Secretary of the Union which will provide the name, work phone number and work location of the newly hired employee. It is understood that a representative of the Union will be allowed to contact and meet with this employee up to sixty (60) minutes during work hours in order to better acquaint the employee with the Union’s roles and responsibilities.
- 6.04 Dues on T-4 slips and indemnification – When T-4 slips are made available each year, the Employer shall indicate on the T-4 slips to all Union employees the amount of dues paid in the previous calendar year. The Employer will issue T-4 slips to employees according to timelines stipulated in the ruling

legislation. The Union assumes full responsibility for the disposition of sums deducted from the wages of any employees and remitted to the Union in accordance with this Article and further agrees to indemnify and hold the Commission harmless from any action relating to this matter.

ARTICLE 7 – NEW EMPLOYEES

- 7.01 New employees – The Commission shall make every new employee aware of the existence of this Collective Agreement and of the working conditions stipulated in the Articles relating to the Bargaining Unit and to the check-off of Union dues.
- 7.02 Copies of Collective Agreement – As soon as the new employee has been hired his immediate supervisor will introduce him to his Shop Steward who will provide him with a copy of the Collective Agreement.
- 7.03 Interview – The Employer shall allow a Union Representative an interview with a new employee during the regular working hours without loss of salary, during the first month of employment, in order to explain to the new employee the advantages and obligations relating to his membership within the Bargaining Unit and his responsibilities and obligations towards the Commission and the Union. The interview may last up to sixty (60) minutes.

ARTICLE 8 – CORRESPONDENCE

- 8.01 (a) Correspondence – All correspondence between the Parties relating to this Collective Agreement will be between the General Manager or his designate and the Recording Secretary of the Union.
- (b) Within a reasonable timeframe of a request by the Union, the Employer shall make available to the Union information required by the Union for the collective bargaining purposes such as job descriptions, wage rates and public documents deemed as relevant by the Employer. The Employer shall be entitled to retain as privileged any such information, which is considered confidential.
- (c) The Employer shall notify the Union, in writing, of the names and dates of all hiring, layoffs, recalls, terminations of employment, casual employees on Grants, casual employees replacing permanent employees, including the effective dates and which permanent employee the casual employee is replacing, when it is relative to Local 5217.
- (d) It is recognized that the members of the Bargaining Unit are co-insured persons under the Employer's policy of liability insurance and will be maintained as such in order to protect the employees against damages resulting from being sued as a result of performing their required work related duties according to the policies and procedures of the Employer.

ARTICLE 9 – LABOUR AND MANAGEMENT COMMITTEE

- 9.01 Definition - The Labour and Management Committee is a forum for labour-management consultation during the life of this Collective Agreement, one that promotes on-going dialogue on matters of concern and mutual interest. Such a committee will be established in conjunction with the Collective Agreement. The committee generally meets to examine and discuss “in-house” issues brought forward by either management or the Union or both. It also provides a medium for two-way communications on matters of general interest. These discussions take place outside of, and are separate and distinct from, both collective bargaining negotiations and the grievance process.

9.02 Guiding Principles - The Labour and Management Committee provides an opportunity for direct, open and free discussion. Participants should be prepared to focus on workplace issues and to listen to the views expressed by others.

- (a) Members: Participants should be those directly involved in the day-to-day operations such as departmental management and local representatives.
- (b) Membership: The committee shall be composed of two (2) representatives of employees and two (2) representatives of Management. The Committee Chairperson will alternate between Management and Union. Management representatives shall be appointed by the General Manager. Union representatives shall consist of employees appointed or elected by the Union but may include up to two (2) employees in any classification subject to public safety and operational efficiency.
- (c) Minutes: Minutes of all meetings will be forwarded to the Union and the Commission and shall be posted on all bulletin boards covered by this Agreement after being approved by the committee.
- (d) Meetings: The committee shall meet once a month as scheduled by the committee at a previous meeting.
- (e) Rules: The meetings should allow parties to caucus separately and in private, from time to time. Participants should try to separate the people from the issues and avoid criticism of individuals. All participants should be allowed to express their views without interruption and that listening and understanding to the other point of view does not necessarily mean agreeing with it. The focus should be on interests and needs. The committee should be structured in order to allow participants to be creative and open to ideas, look for solutions and involve the other party in the search for solutions.
- (f) Immunity: Representatives on the committee or invited guests shall be protected against any loss of regular pay by reason of attendance at these meetings, and guaranteed that their individual relations with the Department shall not be affected by discussions initiated by them in good faith in their representative capacity.
- (g) Sub-Committees: the committee may appoint whatever sub-committees are required to carry out its functions.
- (h) Authority: The matters that this committee would not be in a position to resolve shall be referred to the Union's membership and the Administration, along with the appropriate comments and views in order to seek adequate guidance.

9.03 Functions of the Committee

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

- (a) questions that may arise in the application of the Collective Agreement, policy, procedure, methods, directives, past practices, etc.;
- (b) constructive commentary on all activities;
- (c) promoting co-operation and operating efficiency in effective economic measures;

- (d) maintaining and improving service to the public;
- (e) promoting safe and sanitary practices and the observance of safety procedures;
- (f) reviewing ideas and suggestions and following up on those relating to the provisions of the Collective Agreement;
- (g) promoting education and training;
- (h) promoting positive and constructive dialogue between the parties in order to promote productivity, effectiveness and efficiency; and
- (i) promoting good relations in the workplace and elsewhere.

ARTICLE 10 – EMPLOYER-UNION NEGOTIATIONS COMMITTEE

- 10.01 **Representation** – No employee or group of employees will endeavour to represent the Union during meetings with the Employer without the express authorization of the Union. In order to make this Article official the Union will supply the Employer with a list of its representatives.
- 10.02 **Negotiating Committee** – A Committee will be established comprised of a maximum of two (2) members representing the Commission and two (2) members representing the Union. The Union will provide the Employer with the names of its representatives appointed to such Committee.
- 10.03 **Functions of the Bargaining Committee** – The Committee will be seized with matters of interest to both parties as far as items to be negotiated within the Collective Agreement.
- 10.04 **Representatives of the Union** – Both parties shall have the right to request the assistance of a representative when it negotiates with the Employer.
- 10.05 **Meetings of the Committee** – In cases where either Party wishes to schedule a meeting of the Committee such meeting will occur at a time and place agreed to by mutual consent.

ARTICLE 11 – REPORTS FROM THE COMMISSION

- 11.01 The Employer endeavours to provide to the employees, as well as to the Union, matters dealt with by the Commission that affects the members of the Union and the working relations if such matters are intended to be provided to the employees by the Commission.

ARTICLE 12 – GRIEVANCE PROCEDURE

- 12.01 The purpose of this section is to establish procedures for discussion, processing and settlement of grievances. Should questions arise concerning interpretations, application or an alleged violation of the provisions of this agreement between the Commission and the Union or any employee or any person entitled to grieve, the following procedure shall apply:
- 12.02 **Step One - Pre-Grievance Meeting:** On a without prejudice basis, within ten (10) working days following the alleged grievance has arisen, a pre-grievance discussion shall be held prior to the implementation of the grievance procedure if an employee or a group of employees feel they have been treated unjustly or consider themselves aggrieved. The employee/employee representative will notify the supervisor of the need for discussion. Within five (5) working days of the receipt of

notification, the supervisor will arrange and hold the discussion meeting. Both parties will ensure the personnel best able to resolve the dispute are present. If resolution cannot be achieved within five (5) working days of the meeting, the formal grievance procedure may be initiated. Any resolution to a grievance at this step shall be deemed to have been made without prejudice to either party and shall not constitute a precedent in any other case.

Step Two - Grievance: Failing satisfactory settlement at the Pre-Grievance level, the employee(s) accompanied by their Shop Steward, may take the matter up with the General Manager or his designate within ten (10) working days following the Pre-Grievance meeting. In so doing, the employee(s) will submit to the General Manager or his designate a complete written record of the grievance and the redress sought. The General Manager or his designate shall meet with the Shop Steward and the employee to discuss the grievance and shall render his decision, in writing, within ten (10) working days of receipt of such written notice.

Step Three - Mediation: Failing satisfactory settlement within ten (10) working days following the decision of the General Manager or his designate at the Grievance level, the matter may be referred to mediation or arbitration. The Union will notify the General Manager or his designate if it wishes to try mediation to resolve the dispute. The General Manager or his designate will respond within five (5) working days as to whether the Employer agrees to try mediation to resolve the dispute. If mediation is opted for, the parties will apply to the Department of Postsecondary Education, Training and Labour to appoint a grievance mediator. The parties will meet with the mediator in an attempt to settle the grievance. The mediator is not empowered to impose a resolution on the parties. If the grievance is settled, the parties will summarise that settlement in a memorandum. Statements made during the mediation process are privileged – that is, they may not be raised against the party making them in any subsequent arbitration. If both parties do not mutually agree to try mediation, the Union may refer the matter to arbitration within ten (10) working days of the response from the Employer. If mediation fails to produce a settlement of the grievance, the Union may refer the matter to arbitration within ten (10) working days of the final mediation meeting.

Step Four - Arbitration: Failing satisfactory settlement at the Mediation level or within ten (10) working days of the response from the Employer to the mediation request made at Step Three or if the Union does not wish to try mediation, the matter may be referred to arbitration as provided in Article 13.

Step	Union	Employer
STEP ONE Pre-Grievance Meeting	Notification within ten (10) working days following the alleged grievance has arisen.	Meeting arranged within five (5) working days of notification. Five (5) working days to resolve the dispute.
STEP TWO Grievance	Grievance filed within ten (10) working days following the Pre-Grievance Meeting.	Response in writing within ten (10) working days of receipt of the grievance.
STEP THREE Mediation	Within ten (10) working days of response to grievance, may refer to mediation or arbitration.	Response in writing within five (5) working days as to whether the Employer agrees to use mediation.
STEP FOUR Arbitration	Within ten (10) working days of response to mediation request or failing satisfactory settlement	

	through mediation or if Union does not wish to use mediation, may refer to arbitration.	
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- 12.03 In determining the time within which any step except arbitration is to be taken under the foregoing provisions of this Article, Saturdays, Sundays and Statutory Holidays shall be excluded.
- 12.04 Any and all time limits fixed by this Article may be extended by mutual agreement in writing.
- 12.05 If advantage of the provisions of this Article is not taken within the time limits specified herein, or extended as set out in 12.04 above, the matter in dispute shall be deemed to have been abandoned and cannot be reopened.
- 12.06 No grievance shall be defeated because of a technical error.
- 12.07 The Commission and the Union reserve the right to file a grievance of general application or any matters under Article 14.02, which shall be filed at Step Two (2) of the grievance procedure within ten (10) working days after the alleged grievance has arisen. The Union, upon written request, may be granted a maximum of thirty (30) days from the date of the alleged grievance to submit a complete written record of the grievance and the redress sought.
- 12.08 Supplementary agreements, if any, shall be in writing and form part of this Agreement and are subject to the grievance and arbitration procedure.
- 12.09 Upon proper notification to the General Manager, or his designate, the Employer agrees that permission shall be granted to the president of the Union and the Shop Steward in the particular group of the Union to leave their employment, temporarily, in order to carry on discussions with the Employer, or its representatives with respect to the investigation of a grievance between the Union and the Employer and they shall suffer no loss of pay for the time spent. Notification shall be given no later than the day prior to the day of discussions.
- 12.10 Grievances concerning disciplinary suspensions, discharges, or loss of employment due to layoff shall be initiated at Step Two of the grievance procedure within ten (10) working days of the circumstances giving rise to the grievance occurring or becoming known to the grievor or the grieving party.

ARTICLE 13 – ARBITRATION

- 13.01 (a) Arbitration proceedings shall commence thirty (30) days after the Union rejected the decision of the General Manager or thirty (30) days after mediation has failed. The Board of Arbitration shall consist of three (3) members who shall be selected as follows:

The Employer shall appoint one (1) member and the Union shall appoint one (1) member to the Board, each to be appointed within ten (10) days upon written request for Arbitration. and the members so appointed shall within sixty (60) days after their appointment, agree on an arbitrator who shall be Chairman. If either party shall refuse or neglect to appoint a member as aforesaid to the Board of arbitration, the Minister responsible for Labour for the Province of New Brunswick may be requested by the other party to name a member. In the event that the two (2) members appointed are unable to agree upon the selection of chairman, the Minister responsible for Labour for the Province of New Brunswick shall appoint the said Chairman.

(b) If the parties agree, the Board of Arbitration may consist of a single arbitrator. In such cases, if the parties fail to agree upon an arbitrator within seven (7) days, the appointment shall be made by the Minister responsible for Labour, upon the request of either party.

- 13.02 The expenses and remuneration of the Chairman shall be borne in equal amounts by the Union and the Employer. The expenses and remuneration of the other two (2) members of the Board of Arbitration shall be borne by the parties by whom they were selected or for whom they were appointed by the said Minister responsible for Labour.
- 13.03 A Board of Arbitration, when constituted under this agreement, shall not have the power to amend any Article contained in this agreement. The majority decision of the said Board shall be recognized by both parties as a binding order to compliance. In cases of dismissal, if the Board finds that there was no just cause for any disciplinary response, the Board shall order reinstatement with full redress including all lost wages; if in such case the Board finds there was just cause for a disciplinary response but not for the penalty of dismissal and the collective agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the Board may substitute such other penalty for the discharge or discipline as to the Board seems just and reasonable in all the circumstances.
- 13.04 Any member of CUPE Local 5217 who must appear before a Board of Arbitration, with regard to a grievance arising within Local 5217 shall not suffer any loss of pay or benefits from the time spent by the employee appearing before the Board of Arbitration.

ARTICLE 14 – DISCIPLINE, SUSPENSION AND DISCHARGE

- 14.01 An employee may be disciplined only for just cause. The employee and the Union shall be advised immediately in writing by the Employer of the reason for such discipline. In cases where an employee is being given a written warning, suspension or discharge, the employee may request the presence of a Shop Steward or a member of the local Union Executive.
- 14.02 Unjust suspension or discharge: Should it be evident upon further investigation that an employee has been unjustly suspended or discharged, such employee shall be reinstated immediately in his former position, without loss of seniority or benefits.
- 14.03 In certain cases, an employee may be given a written warning of his activities or performance, which the Employer deems deserving of such a warning. This notice shall contain particulars of the activity or performance deemed unsatisfactory. If, after further investigation, the employee is found to have been unjustly reprimanded, such written warning shall not become part of his personnel file. Such warning shall be given to the employee within ten (10) working days from the day it was reported or made known to Management.
- 14.04 Any employee of the Commission may be disciplined for any of the following reasons:
- (a) neglect of duty;
 - (b) bringing or using intoxicants or drugs on Commission premises;
 - (c) reporting for duty or being on duty under the influence of alcohol or drugs other than prescribed by a physician;
 - (d) destruction of Commission property through negligence;
 - (e) dishonesty;
 - (f) disorderly conduct on duty;
 - (g) disobedience or insubordination including refusal or failure to perform work assigned within the employee's classification;

- (h) failure to report accidents at time of occurrence or first opportunity;
- (i) using Commission property for personal use without permission;
- (j) use of profane or abusive language;
- (k) causing injury to self or fellow employees through negligence;
- (l) other just cause as per Article 14.01

14.05 Pursuant to *WorkSafe NB Act*, no employee shall be disciplined for refusal to work on a job or to operate any equipment which is unsafe.

14.06 An employee or person covered by this Agreement shall not be required to cross a legal picket line where there exists reasonable risk of injury.

14.07 An employee has the right to review his personnel file insofar as discipline is concerned, and this review shall take place within a three (3) day written notice period as given to the General Manager or his designate and at a time mutually agreed. An employee will be entitled to receive a copy of document(s) in his file upon request, provided the document is related to disciplinary matters.

14.08 Employee File

In calculating months for the purpose of this provision, time not worked for any reason other than scheduled days off and statutory holidays shall be added to the fifteen (15) month period.

- a) If a complaint or allegation about an employee is made to the Employer, the Employer will inform the employee in writing of the nature and substance of the complaint or allegation, keeping in mind confidentiality, and will ensure that the subject employee has the opportunity to provide a statement to the Employer in response.
- b) The Employer may submit a non-disciplinary Note-to-File to an employee's file as it relates to a discussion for items directly related to this Agreement that is to be removed from the employee's file after fifteen (15) months. A copy of any Note to File will be given to the employee in writing with a copy submitted to the Union.

When the Employer includes a disciplinary measure to the employee's file (a reprimand, suspension or dismissal) he will provide a copy of such to the employee. Such copy will include the reason(s) for the disciplinary measure. In the case of dismissal, a written copy will be sent to the Union.

Fifteen (15) months following the reception of the disciplinary measure by the employee and as long as this employee has not committed any other infractions during this fifteen (15) period, such disciplinary measure will be removed from the employee's file.

- c) When removing a Note-to-File or disciplinary measure from an employee's file in accordance with this Article, the Employer shall immediately notify the employee of such removal.

14.09 An employee may, upon request to the Employer and during the regular hours of work be permitted to read any document within his file relating to a disciplinary measure or with regards to his evaluation and may make a copy of such. The employee may, at his request, be accompanied by a representative of the Union Local.

14.10 Progressive Discipline

- a) The value of progressive discipline with the aim of being corrective in nature is recognized by both parties. Therefore in cases of dismissal and/or suspension for just cause, discipline should involve a documented record of counselling and disciplinary warnings (written or oral). It is further recognized to achieve this purpose, a union representative must be present at all disciplinary meetings. In all cases, the Union must be copied on all disciplinary notations.
- b) Once a proper investigation has been concluded, inclusive of the employee being provided an opportunity to respond to the written particulars of any allegation, the employee will be notified and served in writing, regarding an offence, with copy to the Union, within ten (10) working days following the date the Employer became aware of the offence to confirm any disciplinary action taken with regards to him or to confirm the levying of a suspension upon the employee. The notice shall include particulars of the work performance, which led to such dissatisfaction.

14.11 Encouragement of Reporting

- a) The Employer prohibits the taking of any retaliatory action for report or inquiring about alleged improper or wrongful activity, therefore:

The Employer and the members of CUPE Local 5217 are encouraged to first report to management and the appropriate authorities in good faith all information regarding alleged improper or wrongful activity that may constitute:

- Discrimination or harassment;
- Fraud;
- Noncompliance with Greater Moncton Wastewater Commission formal and written policies and procedures;
- Violations of local, provincial or federal laws and regulations;

The Employer is firmly committed to a practice that encourages timely disclosure of such concerns and prohibits retribution or retaliation against any staff members who, in good faith, report such concerns. No staff member will be exempt from the consequences of misconduct or inadequate performance by reporting his or her own misconduct or inadequate performance.

- b) Protection from Retaliation: Any employee who, in good faith, reports such incidents as described above will be protected from retaliation (defined as an adverse action taken because an individual has engaged in protected activities), threats of retaliation, discharge, or other discrimination including but not limited to discrimination in compensation or terms and conditions of employment that are directly related to the disclosure of such information. In addition, no staff member may be adversely affected because they refused to carry out a directive which constitutes fraud or is a violation of local, Provincial, federal or other applicable laws and regulations.

ARTICLE 15 - SENIORITY

- 15.01 Definition – “Seniority” is defined as the length of service of an employee based on his effective hiring date.
- 15.02 Seniority List – The Employer will maintain an up-to-date seniority list indicating the effective date of hire. An updated list will be sent to the Union and posted on the bulletin boards no later than February 1 of each year.
- 15.03 Probationary Period – All newly hired employees will be considered probationary for a period of one thousand forty (1,040) hours of regular work as of the effective date of his hiring. During this period such employee will benefit from all the rights and privileges contained in this Collective Agreement.

The employment of such a probationary employee can end at any time during the probationary period. The lawful termination of a probationary employee shall be deemed to be for just cause, unless the Union establishes that the Employer acted with an unreasonable lack of diligence in assessing the employee suitability.

- 15.04 Loss of Seniority – Seniority and employment shall be lost when;
- 1) dismissal for just cause with no reinstatement, or
 - 2) resignation, or
 - 3) absence exceeding five (5) working days with no justifiable reason or without giving adequate notice to the Employer unless such notice was reasonably impossible for the employee to do so, or
 - 4) failure on behalf of the employee to report to work after a layoff and following a recall during the seven (7) calendar days following the recall, except for reasons of sickness or other valid reason, or
 - 5) layoff and not recalled exceeding twelve (12) months.
- 15.05 Temporary Transfer and Seniority Outside of the Bargaining Unit – No employee will be temporarily transferred to a classification outside of the Bargaining Unit without his consent. An employee temporarily transferred outside of the Bargaining Unit will maintain his seniority up to six (6) months following the transfer. If such an employee returns to the Bargaining Unit within this six (6) month period, he will be returned to his former position.
- 15.06 Term Employees – An employee hired for temporary work will be a term employee for a period not exceeding eight hundred (800) hours during a twelve (12) month calendar period equivalent to two thousand and eighty (2,080) hours and this condition will be specifically mentioned and recognized at the moment of hiring and will be hired with a specific start and end date. A term employee will have no seniority by virtue of this Collective Agreement and will only have access to benefits as prescribed by Provincial law. The Employer may hire by virtue of this Article only in cases where the work is of a temporary nature or in cases of temporary surplus of work in the production schedules. Term employees shall not be utilized to replace permanent employees. The specific start and end date of the term employee shall be provided to the Union.

- 15.07 A term employee may not have recourse to the grievance procedure and his employment may be terminated at any time.
- 15.08 If and when a term employee becomes a regular employee his seniority will begin from his last effective date of uninterrupted employment with the Employer.

ARTICLE 16 – PROMOTIONS AND CHANGES TO THE WORK FORCE

16.01 Posting of Vacant Positions - When the Employer becomes aware of a vacancy of more than six (6) months of a permanent or temporary position has or will occur inside the Bargaining Unit, the Employer shall either abolish the vacant position and notify Local 5217, in writing, or post notice of such vacancy on all bulletin boards at each employee's place of employment for a minimum of ten (10) working days, such that all members of Local 5217 will know of the vacancy to be filled. Every position posted will be filled.

16.02 Information on Posting – Such notice will include the following information:

- Nature of position
- Required qualifications
- Required knowledge
- Required education
- Required skills
- Shift
- Wage
- Salary rate or range

Such required qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "Greater Moncton Wastewater Commission is an equal opportunity Employer".

16.03 Outside Advertising – No outside advertising shall be placed until all internal applicants of Local 5217 employees have been fully processed. Should the Employer not be satisfied that the internal applicants meet the posted requirements, the Employer may advertise the position externally or consider other alternatives.

16.04 Nomination Method - Both parties recognize:

- a) the principal of promotions within the enterprise;
- b) seniority of each employee concerned, and
- c) the physical condition, qualifications and required abilities or equivalent work experience of the classification.

When, as per the Employer's opinion, sub Article (c) above is equal between two (2) employees or more, then seniority will prevail. All nominations to the Bargaining Unit will be made within the five (5) weeks following the posting. In filling vacancies or new positions created, which are covered by this Agreement, consideration must be given to qualification, work history and seniority.

16.05 Trial Period – The successful candidate will be put on a trial period for a three (3) month period equivalent to five hundred and twenty (520) hours of regular work. In cases where the candidate does not fulfil the requirements of the position in a satisfactory manner during this trial period, or in cases where he is unable to accomplish his new functions, he will be reinstated to his previous position without loss of seniority. All other employees promoted or transferred as a result of this promotion will be reinstated to their former position without loss of seniority.

- 16.06 Promotions Requiring Higher Qualifications In cases of promotions requiring higher qualifications or professional certification, the Employer will consider the request of an employee having the required seniority but, although not possessing the required qualifications, was already in the process of receiving such qualifications. The Employer will allow such employee a reasonable amount of time to complete these qualifications and the employee will be reinstated to his former position if he cannot acquire these qualifications within the prescribed time.
- 16.07 Operator-in-Training – The successful candidate who becomes a WWT 3 or WWT 4 Operator-in-Training assumes this classification at the appropriate pay grade with the understanding that upon obtaining the required Operator-in-Charge hours to challenge the Class 3 or 4 WWT Certification Exam, they will do so at the first opportunity. The Employer will support and pay the cost for an employee to challenge the WWT Certification Exams for the first three (3) attempts. If the employee does not become a certified Class 3 or 4 Operator, they will be reinstated to their previous position without loss of seniority. If the employee achieves Class 3 or 4 certification, they will be awarded that classification if there is a vacancy within that classification.
- 16.08 Notice to Bargaining Unit The Employer will advise the Union, in writing, of all hirings, nominations, layoffs, transfers and terminations within the Bargaining Unit.

ARTICLE 17 – LAYOFFS AND RECALL

- 17.01 Procedure for Layoff and Recall – Both parties recognize that employment security should increase in proportion to seniority. Therefore, in cases of layoff, the employees will be laid off in reverse order of their seniority by their classification. The employee concerned will then have the right to displace a junior employee within the Bargaining Unit as long as he has the required seniority, qualifications and ability. They will be recalled to work in the order of their seniority as long as they are able to do the work in question.
- 17.02 No New Employees – The Employer will not hire any new employees as long as he did not provide an opportunity for those on layoff to return to work as per Article 17.01.
- 17.03 Notice of Layoff – The Employer will serve a layoff notice of twenty (20) working days to all regular full time employees that are to be laid off. If such employee has not had the opportunity to work twenty (20) days from the date that he has received such notice, he shall receive all portions of the twenty (20) days that he was not able to work. This notice of layoff shall apply only to regular full time employees.
- 17.04 Permanent Employee Bumping on Layoff - A permanent employee whose position is abolished or who is displaced shall be entitled to exercise his seniority within the Bargaining Unit, displacing a junior employee in a classification he is skilled, qualified and has the equivalent work experience required to perform the job he is claiming.

ARTICLE 18 – HOURS OF WORK

- 18.01 Hours of Work – The normal working day for regular full time employees will be eight (8) hours of work per day scheduled by the Employer between 7:00 am and 5:00 pm with one half (1/2) hour paid lunch break approximately around mid-point of the shift. The normal working week for regular full time employees will be from Monday to Friday. A reasonable amount of time will be provided to employees working in unsanitary conditions in order to clean up prior to lunch.

- 18.02 Break – The employees will have the right to a fifteen (15) minute break during the first half of their shift and a similar break during the second half of their shift. These breaks will be taken at a time, place and manner that will not cause any disruptions to the operations. The employees will not be disallowed such break.
- 18.03 Inclement Weather – During periods of inclement weather, when a decision is made by the Employer, that a permanent employee should not report to work, they will not suffer any reduction in pay for any working hours. Where a local emergency arises within the operation, employees are expected to report to duty. The Employer shall determine the minimum amount of employees required to remain on duty dependant on operational requirements.
- 18.04 Modification of Hours of Work and Isolation during a Pandemic – It is recognized and agreed by the parties that in the event of a pandemic that the Hours of Work can be modified to meet the Commission's obligations to meet operational needs required to meet legislated effluent limits. The parties agree that in the event Hours of Work are modified, this will not result in any loss of wages for employees. The Commission agrees to follow recommendations from Public Health to ensure the safety and protection of all employees during a pandemic. The Commission commits to informing the Union with any changes with Hours of Work. The parties agree that any modifications to working conditions must be discussed and agreed upon by both parties. It is further agreed that any employee being directed by the General Manager to go into self-isolation for a period of time dictated by Public Health shall not suffer any loss of their regular wages for such period of time.

ARTICLE 19 – OVERTIME

- 19.01 Definition - "Overtime" refers to any period of time whereby the employee has worked, at the request of the Employer, in excess of the normal day or normal week in accordance with Article 18.01 or during a paid holiday as listed under Article 20.
- 19.02 Remuneration –Overtime hours as per Article 18.01 will be remunerated at time and one-half (1 ½) the employee's regular rate of pay, except that all hours worked on Sunday and on statutory holidays shall be paid at two (2) times the employee's regular rate of pay. The employees may opt to have the overtime either paid or banked at the appropriate overtime rate and taken as time off to a maximum of ninety (90) hours off per annum and at a time mutually acceptable to both the employee and the Employer. All unused bank hours will be paid at the appropriate rate on the last pay period of December of each year.
- 19.03 Overtime Hours during Layoff – The Employer will try to avoid scheduling, if possible, more than eight (8) consecutive overtime hours in departments that include employees that are laid off if such employees are willing, available, able and qualified to accomplish the work in question.
- 19.04 Call Back – Each time an employee is called back to the plant outside of the normal hours of work he will be remunerated at time and one-half (1 ½) for a minimum of four (4) hours, except in circumstances outlined at Article 20.02 (b) for which two (2) times the hourly rate will be paid. This call back will not apply unless the employee is specifically requested to return to the plant or for the hours immediately preceding or following the employee's normal scheduled shift. Any person receiving Standby Allowance as per Article 24.04 and responding to an after-hours call shall, upon resolution of the issue he is responding to and prior to the four (4) hours being expired, conduct rounds to ensure the operation is working as designed and that these rounds are documented.

19.05 Meal Allowance during Overtime Work – An employee required to work at least two (2) hours of overtime immediately following his shift will receive a meal allowance not exceeding a reasonable amount if such employee had not received prior notice of the overtime before his regular shift.

ARTICLE 20 – STATUTORY AND NON-STATUTORY HOLIDAYS

20.01 List of Holidays – Regular employees will be eligible for the following statutory holidays :

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
New Brunswick Day
Labour Day
Thanksgiving
National Day for Truth and Reconciliation
Remembrance Day
Christmas Day
Boxing Day
½ day Christmas Eve
½ day New Year's Eve

and all other days approved as statutory holidays by proclamation of the Lieutenant Governor of the Province of New Brunswick and federally proclaimed holidays.

20.02 Payment

(a) Regular full time employees not scheduled to work the above noted holidays will receive the equivalent of a normal work day.

(b) Regular full-time employees required to work on a statutory holiday shall be paid in accordance with Article 19.02. In addition, such employees shall be granted an alternate day off with pay within the next five (5) working days, such date to be mutually agreed to by the employee and the Employer. If such an alternate date cannot be granted by agreement, the employee shall be paid a statutory holiday allowance or have the hours banked in accordance with (a) above.

20.03 In order to be eligible for pay on any of the above listed holidays, all employees must have worked or be on an approved leave on the regular working day immediately preceding and immediately following the holiday.

ARTICLE 21 – VACATION

21.01 Vacation Entitlement

Each regular full time employee shall accrue, as per Article 15.01, vacation credits based on the number of complete years of service as of his anniversary date as follows;

- a) Less than one (1) year of service; one (1) day per month up to a maximum of ten (10) days.
- b) More than one (1) year of service and less than seven (7) years of service; fifteen (15) days.
- c) More than seven (7) years of service and less than fifteen (15) years of service; twenty (20) days.
- d) More than fifteen (15) years of service and less than twenty-two (22) years of service; twenty five (25) days.
- e) More than twenty-two (22) years of service; thirty (30) days.

Vacation shall be taken within the current calendar year, between January 1st and December 31st. Employees shall be allowed to carry over a maximum of two (2) weeks of vacation into the following year and at no time will the employee ever have more than two (2) additional weeks to his credit in any one year.

Vacation credits will also accumulate while an employee is in receipt of WSNB benefits. Upon said employee's return to active duty, they will be entitled to full vacation credits per the above schedule.

- 21.02 **Holidays During Vacation** – All holidays observed during an employee's vacation will be credited as an additional day and at a time mutually agreeable between the employee and the Employer.
- 21.03 **Schedule of Annual Holidays** – Holidays will be scheduled between January 1 and December 31 of each year.
- 21.04 **Vacation Credits Upon Termination** – Any employee who terminates his employment with the Employer before the end of the current year will be eligible to receive payment for his remaining vacation credits.
- 21.05 **Priority** – Employees will request their vacation by order of seniority, by department, as approved by the Employer.
- 21.06 **Sickness During Vacation** – An employee hospitalized for three (3) consecutive days or more during his vacation may use his sick leave credits as long as he presents a medical certificate and as long as the Employer has so been advised during the illness. The vacation credits that were not used during this period will be rescheduled at a later time.

ARTICLE 22 – SICK LEAVE

- 22.01 **Definition** - "Sick Leave" means any period of time during which an employee is absent from his work by reason of sickness, disability or an accident that is not covered by Worksafe New Brunswick (WNB).

- 22.02 Duration and payment – Each full-time regular employee will receive a sick leave credit of one and one-quarter (1 ¼) day for each month of service whereby the employee has been at work, on vacation or on paid leave of absence at least 50% of his regularly scheduled work. Sick leave credits can be accumulated to a maximum of one hundred and fifty (150) days. Upon retirement from GMWC, approved CPP (disability) or permanent LTD, half the sick leave days accrued, shall be paid out to the employee, to a maximum of seventy-five (75) days. All accrued hours greater than one hundred and fifty (150) days will be paid to a maximum of 7 and one-half (7.5) days on the last pay period of December of each year.
- 22.03 Sick Leave Deductions – Every normal working day or portion thereof, except holidays, during which an employee is absent for sick leave as per the definition in Article 22.01 will be deducted from his sick leave credit.
- 22.04 Proof of Illness – In cases where an employee is absent claiming inability to work due to disablement not compensable by WorkSafeNB or due to illness and where the Employer has reasonable grounds to question the need to be absent, the Employer may require the employee to provide a certificate from their attending doctor or nurse practitioner that constitutes medical evidence of need to be absent on the shift or shifts in question. The Employer shall reimburse the employee for any reasonable fee charged to them by the attending doctor or nurse practitioner for the completion of the certificate.
- 22.05 Sick Leave Without Pay – All employees not eligible for sick leave or unable to come back to work after utilizing all their sick leave credits may be eligible for a leave of absence without pay.
- 22.06 Sick Leave Register – The Employer will maintain a register of sick leave credits. All employees will, upon request, be informed of the number of sick leave hours to their credit.

ARTICLE 23 – LEAVE OF ABSENCE

- 23.01 Union Activity - (a) The Employer will, upon request and without pay, grant a leave of absence to the employees elected or nominated to take care of Union matters and to be members of the Negotiation Committee. This leave of absence will not be granted to more than two (2) employees at the same time.
- (b) The Employer will maintain the same salary and all the benefits of the employees during the leave of absence stipulated in Article 23.01(a). The Union will, in this case, reimburse the Employer. Requests for such leave of absence must be made two (2) weeks in advance if possible.
- 23.02 Union Conventions - An employee elected or nominated to represent the Union at conventions or seminars will have the right upon written request to the Employer, to a leave of absence without pay and without loss of seniority to attend such convention or seminar. Such leave of absence will not exceed ten (10) working days per year in total to the bargaining unit.
- 23.03 Leave of Absence for Public Affairs – The Employer recognizes the right of the employees to participate in public affairs. The Employer will provide a leave of absence without pay and without loss of seniority to all employees who will make such written request and for the purpose of running in federal, provincial or municipal elections. Such leave of absence will not exceed ten (10) working days per year.

23.04 Bereavement Leave

- a) An employee will have the right to a maximum of five (5) consecutive days off according to his regular schedule, without loss of pay, in the case of death of his father, mother, brother, sister, child, step-child, grandchild, spouse or common law spouse.
- b) An employee will have the right to a maximum of four (4) consecutive days off according to his regular schedule, without loss of pay, in the case of death of his mother-in-law, father-in-law or former guardian.
- c) An employee will have the right to a maximum of three (3) consecutive days off according to his regular schedule, without loss of pay, in the case of death of his brother-in-law, sister-in-law or grandparent.
- d) An employee will have the right to a maximum of one (1) day off according to his regular schedule, without loss of pay, to attend the funeral in case of death of his uncle or aunt.
- e) Any person not listed above, the Employee can attend the funeral, without loss of pay, that is mutually agreed upon with the Employer.

When the funeral is outside of the Province, or greater than 300 km within the province, the employee may be allowed up to an additional day's leave of absence for travel with pay, at the discretion of the Employer.

- 23.05 Pallbearer - An employee will receive up to one (1) day without loss of pay to attend a funeral to which he is a pallbearer.
- 23.06 Paternity Leave - Any employee will be allowed to attend the delivery of his child or adoption without loss of salary. The maximum time with pay will be eight (8) hours and his Supervisor must be advised of the absence as soon as possible.
- 23.07 Time Off for Elections – The employees will have the right to four (4) consecutive hours off without loss of pay before the closure of polls during a federal, provincial or municipal election.
- 23.08 Jury Duty – An employee subpoenaed to be part of a jury or to be a witness in court will receive the difference between jury duty pay or witness pay and his regular pay and without loss of seniority. This difference will not be granted unless the employee provides a certificate indicating his participation in a jury or as a witness on the specific date. If an employee is requested as a jury member or as a witness for only part of the day, such employee will be required to work the other portion of his shift. None of the foregoing applies to the grievance or arbitration process.
- 23.09 Professional Training – The Employer will grant a paid leave of absence without loss of seniority to all employees having to write an exam pertaining to his professional development and considered pertinent to the operations of the Employer.
- 23.10 General Leave of Absence – The Employer may grant, for a valid reason, a leave of absence without pay and without loss of seniority to an employee who will make such request in writing.

- 23.11 General Emergency For Military Service - During the state of general emergency, any Permanent employee joining any of the branches of the Armed Forces of Canada, including the Merchant Marine, shall on application, be granted a leave of absence and on his return to the Corporation's employment shall maintain his seniority rights and be entitled to any general pay increases, provided he returns to work with the Corporation within three (3) months of the cessation of hostilities, except where medically unfit as a result of such emergency, in which case a period of one (1) year after date of cessation of same would apply.
- 23.12 Floater Day Leave – All employees are entitled to one (1) Floater Day of paid leave per calendar year, to be used at the employee's discretion upon giving their supervisor seventy-two (72) hours notice.

ARTICLE 24 – PAYMENT OF WAGES AND BENEFITS

- 24.01 Pay Days – The normal pay day will be every second Thursday and distributed by direct deposit.
- 24.02 Salary in Case of Temporary Transfers – All employees required by the Employer to assume all the tasks, on a temporary basis, of a classification with a higher rate of pay for one (1) full day or more will be credited for the higher rate. An employee required by the Employer to assume all the tasks, on a temporary basis, of a classification with a lower rate of pay will not suffer any reduction in salary.
- 24.03 Travel Allowance – Employees required by the Employer to use their own vehicle for work related to the Employer's business will have the right to the following travel allowance :
- a) The employer will adopt the Province of New Brunswick kilometric allowance rate effective the date any changes are made.
 - b) Meals at the reasonable rate for breakfast, lunch and dinner.
 - c) Incidentals at \$5 per night of travel.
- 24.04 Standby Allowance – An employee required to be on standby must be accessible at a known telephone number or text messenger. Such employee will be remunerated at a bi-weekly rate determined as described below. The Employer will provide the Union with a list of the employees qualified to be on standby.
- The bi-weekly rate for standby allowance will be determined by dividing the Employer's annual standby budget of \$39,000 divided by 26 that is equivalent to a bi-weekly budget of \$1,500, and then by dividing the biweekly budget amount by the number of employees on the standby list in order to determine the biweekly standby allowance per employee on the list. The biweekly standby allowance per employee on the list may be readjusted in this manner should the number of employees on the list become larger or smaller.
- 24.05 Allocation for Professional Training – When the Employer requires an employee to take education courses in order to improve his knowledge in matters dealing with the Employer's business the Employer commits himself to pay the cost of such course. If the employee does not successfully complete the course, the employee will reimburse the Employer.
- 24.06 Certification Exams - The Employer will support and pay the cost for an employee to challenge the WWT and/or WWC Certification Exams for the first three (3) attempts. The first attempt must be completed up to a maximum of six (6) months from the date of approval by PETL. The second attempt must be completed up to a maximum of six (6) months after receiving the results from PETL. Any

third attempt requires a Letter of Recommendation from the employer.

24.07 Maternity or Adoption Leave – The Employer will comply with all the laws of the Province of New Brunswick dealing with maternity or adoption leave.

24.08 The Employer will provide an Employee Assistance Program (EAP) at the workplace.

ARTICLE 25 - CLASSIFICATION AND RECLASSIFICATION OF POSITIONS

25.01 No Elimination of Current Classifications – No classifications containing employees actively at work will be eliminated without the consent of the Union.

25.02 Changes in Classifications – Where the functions of a particular classification included in Schedule “A” or “B” have undergone modifications during the term of this Collective Agreement the rate of pay for this particular classification will become the subject of negotiations between the Employer and the Union where the Union submits that the employee is unfairly or incorrectly rated. If the parties cannot agree on the salary rate of the particular classification such disagreement will be forwarded to the grievance procedure and to arbitration. The new rate of pay will be retroactive to the date when the modifications began.

ARTICLE 26 – SOCIAL SECURITY

26.01 Group RRSP - Each employee shall be entitled to the benefits and privileges of an employees’ locked in RRSP plan, which may now or may hereafter exist for employees covered by this Agreement.

Throughout the duration of the collective agreement, the Employer shall contribute no less than eight (8) percent and the employee’s contribution shall be no less than eight (8) percent from the employee’s gross monthly wages for regular hours, excluding overtime hours.

Effective January 1, 2017 the Employer’s and employee’s contributions shall be vested and locked in by the Plan Administrator.

The Employer shall assume no liability or expense (other than the Employer's monthly contribution) on behalf of the employee or the Plan Administrator in relation to any aspect of an employees’ plan which may now or may hereafter exist for employees covered by this Agreement.

The Employer shall conduct an annual review of the Group RRSP plan with the Plan Administrator. The Union shall provide at least one (1) member to participate in this annual review.

26.02 Health Benefits – The Employer will pay one hundred percent (100%) of the premiums of the health plan and dental plan in effect for all employees who qualify for such a plan. In case of sickness or layoff the employee may, if he so desires, pay the full cost of the premiums through the Employer for up to an additional twelve (12) months.

26.03 Group Life and Long Term Disability

a) The Employer will pay one hundred percent (100%) of the premiums for group life insurance for all employees who qualify for such a plan.

c) The employees will pay one hundred percent (100%) of the premiums for the Long Term Disability Plan.

- 26.04 Day of Injury – An employee who is injured during work hours shall receive payment for the remainder of the shift at his regular rate of pay without deduction from his sick leave credits unless the attending medical nurse or doctor states that the employee is fit to return to work immediately.
- 26.05 Group Benefits – The Employer will pay one hundred percent (100%) of the premiums for Single or Family medical benefit until age seventy (70) through the Blue Cross Government sponsored plan, on retirement from GMWC. To qualify for the benefit until age seventy (70), the employee must be fifty-five (55) years of age or older at retirement and have worked for the Commission for at least ten (10) years of full time service.

ARTICLE 27 – HEALTH AND SAFETY

- 27.01 Health & Safety Act - Both Union and Management recognize that they shall abide by the *New Brunswick Occupational Health and Safety Act*.
- 27.02 Use of Safety Equipment - All employees working in any capacity shall use all necessary safety equipment as recommended by the Employer. It shall be compulsory to wear and use such recommended safety equipment.
- 27.03 Health & Safety Committee - Time spent by the employees in performance of their duties during regular hours of work, as members of the Joint Health & Safety Committee shall be considered as time worked and payment shall be on the basis of straight time.
- 27.04 Safety Equipment & Protective Clothing - All employees shall wear safety footwear, at all times as directed by Management.

ARTICLE 28 – TECHNOLOGICAL CHANGE AND OTHERS

- 28.01 Definition – In the present Article “technological change” means the introduction of equipment or material different from the equipment or material currently used by the Employer and by which such equipment or material represents a major departure from the current activities of the Employer.
- 28.02 Training – When the operation of the new equipment or the new material must be given to an employee working in the same classification affected by this new equipment or material the employee must benefit from a reasonable time for training at the cost to the Employer without loss of pay and benefits in order to familiarise the employees with the new equipment or the new material and in order to maintain their employment.
- 28.03 Relocation – If, following the training period mentioned in Article 28.02, the employee cannot or will not acquire the necessary skills required to perform the new tasks, the Employer may consider giving such employee alternative employment consistent with his abilities if such vacancy exists.
- 28.04 Notice – The Employer agrees to provide the Union with a notice of at least thirty (30) calendar days before the introduction of technological changes which would result in the transfer or elimination of positions within the Bargaining Unit or an important modification of the hours of work or the tasks required of the employees within the Bargaining Unit.
- 28.05 Layoff – An employee laid off because of the introduction of technological changes will benefit from all the rights applicable to him in Article 15.

ARTICLE 29 – CLOTHING ALLOWANCE

29.01 Work Place Clothing and Safety Equipment

As a condition of employment it is mandatory for all regular full time employees save and except office workers, to wear at all times safety equipment appropriate for their type of work and as determined by the Employer.

The Employer shall supply all clothing and safety equipment, to be issued on an as required basis and shall include shirts, pants, t-shirts, overalls, coveralls, steel-toed rubber boots, safety boots, safety glasses, gloves, rubber gloves and rain suits. These shall be issued to employees on the onset of hiring and as they require them for replacement. The employer will replace, socks, underwear and belt in the event of catastrophic damage or loss due to a workplace incident.

During winter months, employees requiring rubber boots shall be issued insulated rubber boots.

Employees who are compelled to work in inclement weather for extended periods of time shall be supplied with suitable clothing.

ARTICLE 30 – IN SERVICE TRAINING

30.01 **In-service training-** The Employer maintains the right to offer all safety related training according to applicable legislation and Worksafe NB. The Employer agrees to support internal training to meet these requirements based on a Needs Analysis and offering training by seniority and qualifications. Some employees may not meet the educational requirements required to challenge Class 3 certification. The Employer reserves the right to determine the type of training (formal, seminar, workshop, conferences etc.) that employees will participate in. For those skilled positions such as a Red Seal Electrician or Industrial Mechanic any vacancies will be filled by posting internally. If no qualified internal candidates, the Employer will fill the vacancy by posting externally.

30.02 Training and career development opportunities shall be made available to all permanent employees based on seniority, ability and qualifications as it applies to obtaining Wastewater Treatment and Wastewater Collection Certifications and any certifications required to maintain Class 1 Biosolids Composting status.

30.03 Where two (2) employees have the same level of certification and only one (1) employee is required to fulfill the requirements of the Approval to Operate, the senior employee will fulfill that role with the accompanying compensation.

ARTICLE 31 - CONTRACTING OUT

31.01 When the Employer wishes to engage in insourcing/outsourcing financial analysis for any part of the operation the Employer will engage with the Union in this type of analysis through Labour and Management Committee format to ensure transparency and accountability.

31.02 Permanent employees shall not be laid off or suffer a reduction in working hours as a result of the Employer contracting out any parts of its service.

- 31.03 When the Employer determines, work to be done on overtime, that work will be assigned to bargaining unit employees. However, the Employer may supplement the employees in performing such work with contractors.

ARTICLE 32 – GENERAL

- 32.01 Adequate Facilities – The Employer will make available, to the employees, adequate facilities for them to take their meal breaks and change clothing.
- 32.02 Bulletin Board – The Employer will make available to the Union, a bulletin board in a location where most employees will be able to see it. The Union will have the right to post notices pertinent to the employees but not any material relating to propaganda, boycotts or other items affecting the Employer in a negative manner.
- 32.03 Equipment and Material – The Employer will provide, at his discretion, the necessary equipment and material required in the execution of the business of the Employer.

ARTICLE 34 – TERM OF AGREEMENT


- 34.01 Term of Agreement – This Collective Agreement binds both parties and must remain in force from **January 1, 2024 until December 31, 2026**. This Collective Agreement will remain in force from year to year unless one or the other party gives a written notice during the two (2) months preceding its expiry of its desire to renegotiate a new Collective Agreement or to modify the existing one.
- 34.02 Modifications to the Agreement – Any modification considered necessary to the current Collective Agreement can be undertaken at any time through mutual consent.
- 34.03 Collective Agreement Remains in Force – When such a notice includes only revisions the following conditions will apply:
- a) The notice will identify the proposed revisions and the negotiations will be limited to these unless the parties decide otherwise through mutual agreement.
 - b) Both parties endeavour to maintain the current rules and regulations of this Collective Agreement as long as the collective bargaining is proceeding in good faith.
- 34.04 Strikes or lockouts The Union agrees that there will be no strikes, walkouts, slowdowns or work stoppages and the Employer agrees that there will be no lockout of the members of the Bargaining Unit for the duration of this Collective Agreement.

ARTICLE 35 – JOB DESCRIPTIONS

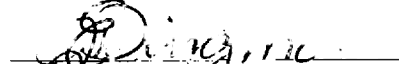
- 35.01 Job Descriptions – The employee will have the right to receive a copy of his job description within three (3) working days of the request.

IN WITNESS WHEREOF the parties have signed this 18th day of April, 2024.

**ON BEHALF OF THE EMPLOYER,
THE GREATER MONCTON WASTEWATER
COMMISSION INC.**



GMWC Inc. Chair

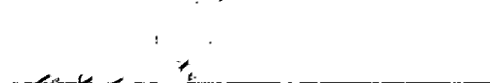


GMWC Inc. Secretary

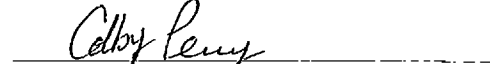


GMWC Inc. General Manager


**ON BEHALF OF THE UNION,
THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 5217**



President of Local 5217



Union Representative



Union Representative

**WAGE RATE FOR PERMANENT EMPLOYEES HIRED AFTER JANUARY 1, 2016 AND
EXISTING EMPLOYEES PROMOTED AFTER JANUARY 1, 2016**

Classification	01-Jan-24	01-Jan-25	01-Jan-26
Wage Adjustment	6.00%	3.00%	3.00%
Industrial Electrician / Automation Control Specialist	43.59	44.89	46.24
Class 4 WWT Operator	43.59	44.89	46.24
Class 4 WWT Operator-in-Training	41.28	42.51	43.79
Class 3 WWT Operator	39.97	41.17	42.41
Class 3 WWT Operator-in-Training	37.57	38.69	39.85
Class 2 WWT & Class 2 WWC Operator	37.04	38.15	39.29
WWT Maintenance	31.57	32.51	33.49
Industrial Mechanic	36.65	37.75	38.89
Admin Assistant	30.09	31.00	31.93
Senior Compost Operator	33.21	34.21	35.23
Biosolids Tractor Operator	33.21	34.21	35.23
Laboratory Technologist	32.72	33.70	34.71
Compost Operator	31.57	32.51	33.49

LETTER OF AGREEMENT

Between

Greater Moncton Wastewater Commission

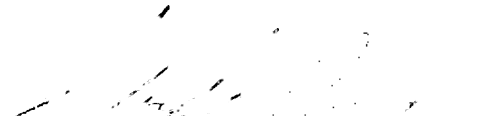
And

CUPE Local 5217

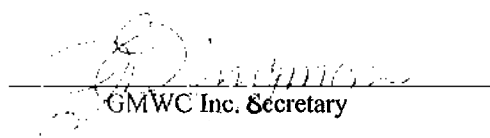
Re: Repeal Schedule A – Wage Rate for Existing Permanent Employees

It is agreed that the parties will repeal Schedule A from the 2019-2023 Collective Agreement and respect the agreed upon wage rates subject to any annual negotiated increases for all classifications identified in Schedule A.

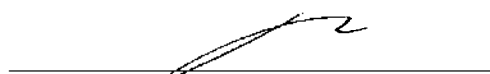
**ON BEHALF OF THE EMPLOYER,
THE GREATER MONCTON WASTEWATER
COMMISSION INC.**



GMWC Inc. Chair

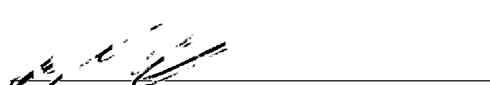


GMWC Inc. Secretary

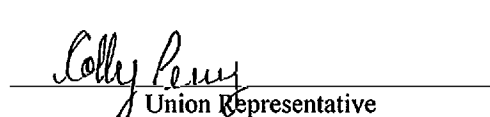


GMWC Inc. General Manager

**ON BEHALF OF THE UNION,
THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 5217**



President of Local 5217



Union Representative



Union Representative

LETTER OF AGREEMENT

Between

Greater Moncton Wastewater Commission

And

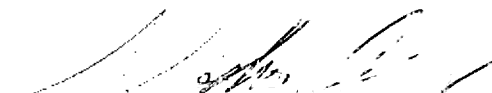
CUPE Local 5217

Re: Modification of Hours of Work


It is recognized and agreed by the parties that a modification to the Hours of Work as outlined in the GMWC – CUPE Local 5217 Collective Agreement will provide the flexibility to allow the Dewatering process to begin at a time agreed to by both parties that will be beneficial to the operation.

**ON BEHALF OF THE EMPLOYER,
THE GREATER MONCTON WASTEWATER
COMMISSION INC.**

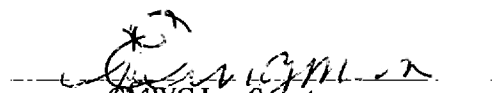
**ON BEHALF OF THE UNION,
THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 5217**



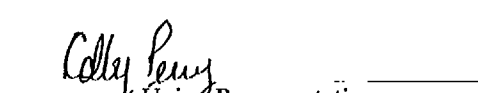
GMWC Inc. Chair



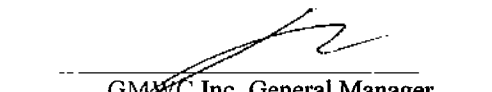
President of Local 5217



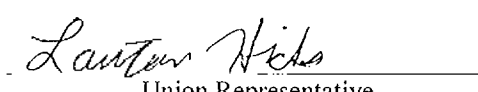
GMWC Inc. Secretary



Union Representative



GMWC Inc. General Manager



Union Representative

LETTER OF AGREEMENT

Between

Greater Moncton Wastewater Commission


And

CUPE Local 5217

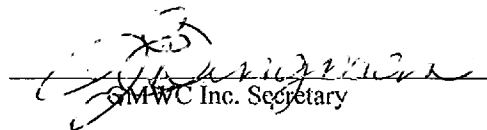
Re: Compressed Work Week

The Employer and the Union agree to that a compressed workweek is a value to both parties that may jointly establish a schedule based on operational requirements.

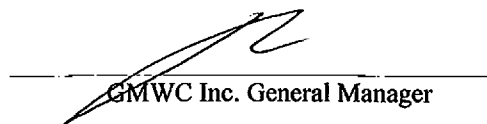
**ON BEHALF OF THE EMPLOYER,
THE GREATER MONCTON WASTEWATER
COMMISSION INC.**



GMWC Inc. Chair

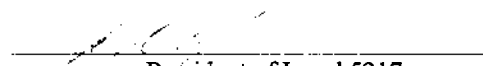


GMWC Inc. Secretary

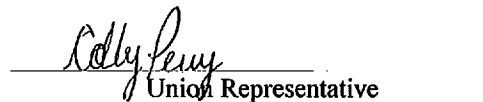


GMWC Inc. General Manager

**ON BEHALF OF THE UNION,
THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 5217**



President of Local 5217



Union Representative



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