

# **COLLECTIVE AGREEMENT**



Hereinafter referred to as the 'EMPLOYER'

AND

**CUPE** / Canadian Union  
of Public Employees

***Collective Agreement***  
***Local 76.1***

Hereinafter referred to as the 'UNION'

## **PREAMBLE**

WHEREAS it is the desire of both parties to this Collective Agreement:

- 1) to maintain harmonious relations and settled conditions of employment between the Employer and the Union;
- 2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, services, employment, etc.;
- 3) to encourage efficiency in operations;
- 4) to promote the well-being, morale and security of all the employees in the Bargaining Unit;
- 5) to assure a workplace free of discrimination, harassment and violence;
- 6) to act in a fair and reasonable manner;

AND WHEREAS whenever the singular or masculine is used in this Collective Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

AND WHEREAS it is now desirable that methods of bargaining in all matters pertaining to the working conditions of the employees be drawn up in agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

### **ARTICLE 1 - MANAGEMENT RIGHTS**

#### **1.01 Management Rights**

The Union recognizes that all the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Collective Agreement are retained by the Employer.

The Employer may direct and distribute its working forces, and make and alter, from time to time, rules, schedules of work and regulations, to be observed by the employees, subject to the terms of this Agreement.

The question of whether one of the above rights is limited by this Collective Agreement may be decided through the grievance procedure.

#### **1.02 Flexibility**

It is important to have job flexibility within the bargaining unit. It is expected that employees will perform any work which they are capable of doing in a safe and efficient manner, as determined by the Employer, ensuring the efficient operation of the Memorial Regional Civic Centre.

## **ARTICLE 2 – RECOGNITION**

### **2.01 Bargaining Unit**

(a) The Employer recognizes the Canadian Union of Public Employees, Local 76.1 as the sole and exclusive bargaining agent for all employees in the classifications set out in Appendix "A", employed by the Employer at the Memorial Regional Civic Centre located at 44 Salmon Blvd, Campbellton, New Brunswick.

(b) Work performed by students, government grant employees, government project employees, and volunteers at events and community activities, is not considered work of the bargaining unit.

(c) Work performed by casual employees is not considered work of the bargaining unit on the condition that it does not reduce the regular hours of work or pay or cause a layoff/displacement of a bargaining unit employee.

### **2.02 No Other Agreements**

No employee covered by this Collective Agreement shall be required or be permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

### **2.03 Work of the Bargaining Unit**

Management employees, who are not in the bargaining unit, shall not perform the work of any employee in the bargaining unit except in an emergency, or when no other employee is available, or for purposes of instruction or training, or in cases mutually agreed by the parties. This will not limit the performance of incidental work or assistance by supervisors, inquiries and verification by supervisors on completed work; and provided that it does not reduce the regular hours of work or pay or cause a layoff of an employee.

### **2.04 Contracting out**

The Employer shall have the right to contract out services on the condition that no bargaining unit employees are displaced from the bargaining unit.

### **2.05 Union Representatives**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

## **ARTICLE 3 – DEFINITIONS**

### **3.01 Permanent Full-time**

A Permanent Full-time Employee is an employee hired as per Article 19, who has completed their probationary period and who normally works the full work week as set out in Article 16.

### **3.02 Definition of Emergency**

Emergency means a sudden, unexpected occurrence demanding immediate action.

**3.03 Vacancy**

Vacancy means a permanent vacancy of a current Permanent Full-Time Employee position within the bargaining unit, which the Employer requires to be filled.

**ARTICLE 4 – CORRESPONDENCE**

**4.01 Correspondence**

All correspondence arising out of this Collective Agreement or Incidental thereto shall pass to and from the Chief Administrative Officer or his designate, and the Secretary of the Union, in writing.

**4.02 Union Notification**

The Union shall be notified of all promotions, appointments, demotions, hiring, layoffs, transfers, recalls, resignations, retirements and terminations of employment of all employees covered by this Collective Agreement within ten (10) working days of the occurrence.

**4.03 Contact Information**

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail.

The list will also indicate the employee's work site, and if the employee is on a leave of absence and the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet upon request from the Union Local Executive but not more than twice per year (January and June).

**4.04 Bulletin Board**

The Employer shall provide access to a locked bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities.

**ARTICLE 5 - RESOLUTIONS AND REPORTS**

**5.01 Resolutions and Reports**

Copies of all motions, budget cuts and restraints, resolutions and bylaws or rules and regulations adopted by the Council, which directly affect the application of the agreement will be made available to the Union upon request. The Employer shall not enact any policy that shall conflict with the provisions of this Collective Agreement other than those that are a requirement of provincial or federal legislation.

**ARTICLE 6 – UNION SECURITY AND CHECK OFF**

**6.01 All Employees to be Members**

All employees shall become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union. All future employees shall become and remain members in good standing of the Union within thirty (30) days of employment with the Employer.

**6.02 Check Off**

The Employer shall deduct any dues, initiation fees, or assessments levied, in accordance with the Union Constitution and Bylaws. The Union shall hold the Employer harmless from any suits or demands made by virtue of the operation of this article.

**6.03 Deductions**

Such deductions shall be forwarded to the Secretary-Treasurer of the Local Union #76 within five (5) working days of each pay period, together with a list of names and classifications from whom deductions have been made, including all additions and deletions.

**6.04 T4 slips**

The Employer will report the yearly amount of union dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

**6.05 Meeting Rooms**

The Employer will permit the Union to conduct meetings outside of work hours with its members at the Memorial Regional Civic Centre at no cost.

**ARTICLE 7 – DISCRIMINATION**

**7.01** Both Parties recognize the New Brunswick *Human Rights Act*, RSNB 2011, c 171, applies to this Collective Agreement.

**ARTICLE 8 – LABOUR MANAGEMENT RELATIONS**

**8.01 Technical Information**

The Employer shall make available to the Union, on request; information required by the Union, such as job descriptions, wage rates, positions in the bargaining unit, job classifications, current weekly overtime list, financial and actuarial information pertaining to pension and welfare plans and other cost detail documents that are related to collective bargaining.

**ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE**

**9.01 Committee Composition**

It is agreed by both parties of this Collective Agreement that the Labour-Management Committee shall be established and continues in operation. This committee shall consist of four (4) members appointed by the Employer, one (1) member appointed by Local 76.1 and three (3) members appointed by Local 76.

The Union will provide the Employer the list of the Union's members and their selection of chairperson.

**9.02 Jurisdiction of Committee**

The Committee shall function in an advisory capacity only and shall not have the power to alter, amend, add to, or modify the terms of this Collective Agreement.

**9.03 Meetings of Committee**

The committee shall meet at least once each month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

**9.04 Function of Committee**

The Committee shall concern itself with the following general matters:

- a) Considering constructive proposals so that better relations shall exist between the Employer and the employees.
- b) Improving and extending services to the public.
- c) Reviewing suggestions from either party to this Agreement, questions of working conditions and service (but not grievances concerned with service).
- d) Consider conditions causing grievances and misunderstandings.
- e) Promoting education and training.

**9.05 Chairperson of Meeting**

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

**9.06 Minutes of Meeting**

Minutes of each meeting of the committee shall be prepared and signed by the joint chairpersons promptly after the close of the meeting. The parties shall receive copies of the minutes.

**ARTICLE 10 – SAFETY COMMITTEE**

**10.01 Establishment of Committee**

- a) A joint (Local 76 and Local 76.1) Health & Safety Committee shall be established consisting of four (4) members appointed by the Employer, one (1) member appointed from Local 76.1 and three (3) members appointed from Local 76.
- b) The Union will provide the Employer the list of the Union's members and their selection of chairperson.

**10.02 Health and Safety Annual Reporting Information**

The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WorkSafeNB: relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WorkSafeNB may decide to disclose.

**10.03 Joint Responsibility**

Both parties agree that the New Brunswick *Occupational Health and Safety Act* shall apply to this Collective Agreement.

- (a) It is mutually agreed that both the Employer and the Union shall co-operate to the fullest possible extent towards the prevention and in the reasonable promotion of safety and health.
- (b) 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

maintain the Employer's property safe, secure, sanitary and dependable.

- (c) The Employer recognizes its responsibility to ensure that employees are properly trained and instructed to work on any job or operate any piece of equipment.

A copy of the New Brunswick *Occupational Health and Safety Act* shall be posted on the occupational health and safety bulletin board(s).

**10.04 Safety Legislation and Regulations**

The Employer, the Union and the employees shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations.

**10.05 No Disciplinary Action**

The Employer shall not discharge nor discipline nor threaten to discharge nor discipline any employee by reason that the employee has sought the enforcement of the *Occupational Health and Safety Act*, the regulations or an order or has acted in compliance with the *Occupational Health and Safety Act*, the regulations or an order.

**10.06 Mandatory Reporting and Review**

The committee shall meet following the report of each accident or injury and shall review and report to both parties through the Safety Committee, the nature and cause of the accident or injury.

Employees must report any accident, near miss or potential accident to his immediate supervisor without delay.

**ARTICLE 11 – SAFETY MEASURES**

**11.01 Accident prevention**

The Employer shall observe all precautions and provide all safety devices or appliances that may be required for the ample protection of employees. All employees shall cooperate with the Employer in the prevention of accidents and will, from time to time as the occasion requires, make such representations to the Employer as to the prevention of accidents as may be considered necessary.

**11.02 First aid kits and Fire extinguishers**

A First Aid Kit and Fire Extinguisher shall be supplied by the Employer to each mobile unit, and Incoming and outgoing operators shall be responsible to see that they are replenished when unsealed.

**11.03 Time Off for Safety Training**

Up to a maximum of two (2) Union members of the Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend seminars sponsored by the New Brunswick Industrial Safety Council (to a maximum of three days per year).

Members desiring to attend seminars shall request permission of their supervisors within forty-eight (48) hours upon receipt of the circulated notice of the seminar.

The employer will not cover travel, meals, accommodation and seminar associated costs.

**11.04 Respectful Workplace**

The Employer, the Union and the employees are bound by the Employer's workplace Harassment and Violence Policy, as amended by the Employer from time to time.

**ARTICLE 12 - LIABILITY**

**12.01 Liability Insurance**

In the event of any action being initiated against an employee by virtue of the performance of his employment duties, the Employer shall afford said employee the protection provided in the City's liability insurance.

**ARTICLE 13 - SENIORITY**

**13.01** Seniority is defined as length of service in the bargaining unit, with the Employer. In the event that two or more employees have the same length of service, seniority will be determined by date of application for employment.

**13.02 Accumulation of Seniority**

Effective the date of signing of this Collective Agreement, an employee shall not accumulate seniority during an unpaid leave of absence with the exception of the following:

- (a) Maternity leave up to the maximum set out in the *New Brunswick Employment Standards Act*.
- (b) Child care leave up to the maximum set out in the *New Brunswick Employment Standards Act*.
- (c) The period of total temporary disability on account of an occupational accident that is recognized by WorkSafeNB, as compensable within the meaning of the *Workers Compensation Act* of New Brunswick.
- (d) Any period of time as deemed permissible pursuant to the *Employment Standards Act* or any other applicable legislation.
- (e) Sick leave approved by the Employer.

**13.03 Calculation of seniority**

When an employee has successfully completed his probationary period in the assigned classification, his seniority shall date back to the date on which his employment began in the bargaining unit.

**13.04 Seniority list**

A seniority list of all employees covered by this Collective Agreement showing the name, classification, and date of hire shall be posted no later than January 15<sup>th</sup> of each year in a place accessible to all employees so affected. A copy of the revised list shall be forwarded to the local.

**13.05 Loss of Seniority**

An employee shall only lose his seniority in the event:

- a) he is discharged for just cause and is not reinstated.

- b) he resigns and does not rescind within twenty-four (24) hours.
- c) he is absent from work in excess of two (2) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- d) he fails to return to work within five (5) business days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.
- a) he is laid off in excess of twelve (12) months.
- b) he retires.

**13.06 Transfer and Seniority Outside Bargaining Unit**

- (a) No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority acquired at the date of leaving the unit, but, will not accumulate any further seniority. Such an employee has a period of six (6) months in which to return to the bargaining unit. This period could be extended for six (6) additional months by mutual consent of the parties.
- (b) Where an employee is temporarily promoted or transferred to a position outside the bargaining unit and is later returned to the bargaining unit, he shall return to his former classification and shall not suffer any loss of seniority or pay as a result of the temporary promotion or transfer.

**ARTICLE 14 - GRIEVANCE PROCEDURE**

**14.01** A grievance shall be any dispute relating to the interpretation, application or administration of this Collective Agreement. If a grievance is not presented within the agreed to time limits or referred to arbitration within the agreed to time limits, the grievance will be deemed to have been abandoned and will be null and void.

**14.02** Time limits are mandatory unless the Parties agree, in writing, to extending the time limits. Section 73(3.1) of the *Industrial Relations Act* does not apply.

**14.03** Grievances will be dealt with in the following manner:

**Step 1:**

A grievance shall not be filed until the subject matter of the grievance is first discussed orally between the employee and the supervisor involved with a view of resolving the dispute, which shall be done within two (2) days from the time of such complaint arising.

**Step 2:**

An employee's grievance must be submitted in writing to the supervisor within ten (10) working days from the time of such complaint arising. The supervisor will reply in writing within ten (10) working days of the receipt of the grievance. If the grievance is settled, such settlement will be reduced to writing and signed by the supervisor, the employee and the steward.

**Step 3:**

In the event that the grievance is not settled at Step 2, the Union shall submit the grievance in writing within ten (10) working days to the Chief Administrative Officer. The Chief Administrative Officer or his/her designate shall give a decision in writing within ten (10) working days after the grievance has been submitted in writing at Step 3.

**14.04** The Union or the Employer shall have the right to initiate a group grievance or a grievance of a general nature at Step 3.

**ARTICLE 15 - ARBITRATION**

**15.01** If the grievance is not settled at Step 3, the Employer or Union may refer the matter to a single Arbitrator to be selected in the following manner:

- (i) referral shall be made by either party giving notice to the other party in writing within fifteen (15) working days of the decision at Step 3, or, if no decision has been given, within fifteen (15) working days from the expiration of the ten (10) working days referred to in Step 3;
- (ii) within fifteen (15) working days of the referral to arbitration by either party, the parties shall endeavor to select a single Arbitrator. In the event the parties are unable to agree upon a single Arbitrator, the Minister of Post-Secondary Education, Training and Labour for the Province of New Brunswick shall appoint one. The decision of the Arbitrator shall be final and binding on the parties involved;
- (iii) the expenses and compensation of the single Arbitrator shall be shared equally between the parties.

**ARTICLE 16 - HOURS OF WORK**

**16.01 Hours of work**

Permanent Full-time Employees: The regular hours of work shall be forty hours per week or 80 hours bi-weekly.

**16.02 Work Schedule**

A work schedule for employees stating the days and shifts of employee's hours of work and his scheduled days off shall be posted on Thursday of each week at 3:00 p.m. The schedule shall cover the period from Sunday to Saturday inclusively.

Once posted, the work schedule shall only be altered by mutual consent of the Employer and the employee.

**16.03 Rest Periods**

Employees shall be permitted an uninterrupted rest period of fifteen (15) consecutive minutes as scheduled by the immediate supervisor, in both the first and the second half of each shift. Employees are not permitted to leave the work premises during this paid rest period.

**16.04 Meal Break**

Employees shall be permitted one half-hour (1/2) off per five (5) hours worked. Employees are permitted to leave the work premises during this unpaid meal break. However, the one half-hour (1/2) off shall include travelling time.

**16.05 Shift Substitution**

Any employee may change his regular scheduled shift or day(s) off with the consent of his immediate supervisor provided such an arrangement is made at least twenty-four (24) hours before such change, at no extra cost to the Employer.

**16.06** Notwithstanding any other provision in this Collective Agreement, it is agreed that the Employer has the right to modify shift start and end times, modify and alter hours of work, modify and alter current regularly scheduled shifts, and implement a new shift and/or a new shift schedule, by notifying the affected employee on the Thursday preceding the week in which the change is to take place.

**ARTICLE 17 - OVERTIME**

**17.01 Overtime**

Overtime will be identified and distributed at the sole discretion of the Employer. The Union recognizes the Employer's right to assign overtime opportunities to individuals outside the bargaining unit.

In the event the Employer identifies unscheduled overtime at the end of an employee's shift, and requires an employee in the bargaining unit to work the overtime, the Employer will distribute the overtime to the employee who is currently working in the applicable job.

In the event the Employer identifies scheduled overtime, and requires an employee in the bargaining unit to work the overtime, the overtime will be distributed by seniority within the classification.

**17.02 Overtime Defined**

Permanent Full-time Employees:

Overtime will be paid at time and one half in the following circumstances:

- hours worked in excess of the scheduled hours or scheduled shifts of work,
- hours worked on a holiday,
- hours worked on an employee's regular scheduled days off, or
- hours worked during an employee's vacation period.

**17.03 Banked Overtime**

Permanent Full-time Employees will be allowed to bank a maximum of eighty (80) hours (replenishable) for time off. The following applies to banked time:

- Banked time can only be taken at a time mutually agreed between the employee and the Employer and will not cause overtime costs to the Employer.
- All Banked Overtime will be paid out as of November 30 each year at the regular rate of pay. However, the Employer may grant permission for accumulated time to be taken during the month of December upon the written request of an employee.
- Requests for time off shall not be unreasonably refused.
- Banked Overtime can be paid out at the regular rate of pay upon request at any point throughout the year.

**17.04 CallIn**

An employee called-in outside his/her scheduled hours of work shall be paid at the rate of time and one half (1.5) for a minimum of three (3) hours.

**ARTICLE 18 – PAY ADMINISTRATION**

**18.01 Pay Day**

All employees covered by this Collective Agreement will be paid every second Thursday. The Employer intends to implement direct-deposit and electronic report of pay. The Employer will give sixty (60) days' notice prior to implementation.

**18.02 Wage Appendix**

Wages for all employees within the classifications covered by this Collective Agreement shall be as per attached schedule to be known as Appendix "A" and shall form part of this Collective Agreement.

**18.03 Equal Pay for Equal Work**

The principle of equal pay for equal work shall apply as set out in section 27.1 of the New Brunswick *Employment Standards Act*.

**ARTICLE 19 – VACANCIES AND NEW POSITIONS**

**19.01 Job Postings**

- a) When a vacancy, as defined in Article 3.07, occurs in a Permanent Full-time position or a new Permanent Full-time position is created within the bargaining unit, the Employer shall, post a notice on the bulletin boards at the Memorial Regional Civic Centre with a copy to the Union.
- b) The position shall be posted for a period of ten (10) working days.
- c) Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards.

**19.02 Information of postings**

The job posting notice shall contain the following information: nature of the position, required qualifications, skills and ability, wage or salary rate or range.

**19.03 No outside Advertising**

No outside advertising for additional employees shall be made until present employees have had full opportunity to apply as provided in Article 19.01.

**19.04 Method of Making Appointments**

All applicants, including those in the bargaining unit, will be considered on the basis of qualifications, skills and ability, and disciplinary record. If two or more applicants are determined by the Employer to be equal, the applicant with the greatest applicable seniority will be chosen.

**19.05 Trial Period**

The successful applicant shall be subject to a forty (40) working day trial period. If at the end of or during the trial period, the Employer determines that the Employee does not have the

ability to perform the job, the Employer shall return the Employee to their former job and rate of pay. The trial period is not to be used for training purposes.

Any other employee(s) promoted or transferred as a result of rearrangement of positions shall also be reinstated to their former position and wage without loss of seniority.

**19.06 New Classifications**

The wages to be paid for any new classifications created within the bargaining unit during the life of this Collective Agreement shall be negotiated by the parties herein. Such negotiations to start within thirty (30) calendar days of the creation of such classification.

If the parties cannot reach an agreement, the matter shall be referred to binding arbitration for settlement.

**19.07 Successful Applicant**

The successful applicant will fill the vacancy within thirty (30) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

**19.08 Transfers**

Temporary Transfer:

- (a) If a worker replaces someone else's shift at a higher rate of pay, he/she shall be paid at the higher rate for those hours.
- (b) If a worker replaces someone else's shift at a lower rate of pay, he/she shall be paid at the higher rate of pay for those hours.
- (c) When an employee, by resolution of the employer, is transferred from one department to another, he shall not lose his seniority or his rate of pay.

**19.09 Probationary Period**

Employees newly hired by the Employer shall serve a probation period of four (4) months (a minimum of six hundred and forty (640) hours worked) and will not accumulate service and shall not have any recourse to the grievance or arbitration procedure. The Employer may at any time during the probationary period terminate a probationary employee and such employee shall not have recourse to the grievance or arbitration procedure. Following satisfactory completion of the probationary period, seniority will be back dated to the date upon which the current probationary period commenced.

**ARTICLE 20 – DISCHARGE, SUSPENSION AND DISCIPLINE**

**20.01 Definition of Discipline**

Disciplinary action shall mean any action taken by the Employer against an employee which results in any of the following;

- a) verbal warning,
- b) written reprimand,
- c) suspension (with or without pay),
- d) demotion,
- e) discharge.

**20.02 Just Cause**

No employee who has completed his probationary period shall be disciplined except for just cause.

**20.03 Discipline Meetings**

When an employee is disciplined by written reprimand, suspension, demotion, discharge, or financial penalty, the employee shall receive such discipline in the presence of either a shop steward or a member of the local union executive, if either is available. At that time, the employee will be advised of the reasons for such disciplinary action, in writing. A copy shall be given to the Union.

**20.04 Full Redress**

Where it is determined by the grievance process that an employee has been disciplined in violation of Article 20.02, that employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued to him if he had not been disciplined.

Any loss of regular pay during the disciplinary period shall be paid to him at the end of the next complete pay period following his reinstatement.

**20.05 Adverse Report**

The Employer agrees not to introduce as evidence in a hearing, relating to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware of prior to the hearing.

**20.06 Clearing the File (Sunset Clause)**

A record of disciplinary action shall be removed from the file of an employee after the expiration of a period of twelve (12) months after the disciplinary action has been taken, providing no other instance of disciplinary action in respect of the employee has been recorded during that period.

**20.07 Access to Personnel File**

Upon request, an employee shall be given an opportunity to read and make a copy of any document in his personnel file. The employee shall, if he so requests, be accompanied by a local representative.

An employee shall have the right to respond in writing to any disciplinary document contained therein. Such reply shall become part of their personnel file.

**20.08 Formal Assessments**

Where a written reprimand is placed against the record of an employee, two (2) original copies shall be initialed by the employee as the Employer's receipt and shall be placed in the employee's personnel file and the original shall be given to the employee.

**ARTICLE 21 - LAYOFF AND RECALL**

**21.01 Layoff Procedure**

In the event of a lay-off, the Employer agrees to lay-off employees in reverse order of seniority, where possible, after considering operational need and the efficient operation of the Memorial Regional Civic Centre.

An employee laid off in accordance with this Article may bump another employee in the bargaining unit with less seniority provided he or she has the qualifications, skills and ability, for the position.

**21.02 Recall**

Employees retain recall rights for period of twelve (12) months.

Subject to operational need and the efficient operation of the Memorial Regional Civic Centre, employees will be recalled according to seniority and no employee(s) will be hired before those on lay-off are recalled, providing the recalled employee has the qualifications, skills and ability to do the work available and is willing to be recalled.

**21.03 Notification of Layoff**

- a) The Employer shall notify, in writing, an employee who is to be laid off, one (1) month before the layoff is to be effective. Failing such notice, the affected employee will be entitled to pay in lieu of the time by which the notice fell short of these requirements, based on his usual working schedule.
- b) A senior employee intending to bump a junior employee shall notify the Employer within twenty-four (24) hours of receiving notification of layoff.
- c) Where a junior employee is bumped, as a result of a senior employee receiving notification of layoff, the junior employee affected will be notified in writing twenty-four (24) hours before the bump or layoff is to be effective.

**ARTICLE 22 – VACATION**

**22.01 Length of Vacation**

An employee engaged in permanent full-time employment on or after January 1<sup>st</sup>, 2014 shall receive an annual vacation with pay in accordance with the employee's years of continuous service as follows:

- i) Less than one (1) year one (1) day for each month worked (Maximum of 2 weeks);
- ii) One (1) year or more two (2) weeks vacation (40 to 80 hours);
- iii) Five (5) year or more three (3) weeks vacation;
- iv) Ten (10) years or more four (4) weeks vacation;
- v) Fifteen (15) years or more (5) weeks vacation.

An employee engaged in permanent full-time employment prior to January 1<sup>st</sup>, 2014 shall receive an annual vacation with pay in accordance with the employee's years of continuous service as follows:

- i) Less than one (1) year one (1) day for each month worked (maximum of 2 weeks);
- ii) One (1) year or more two (2) weeks vacation (40 to 80 hours);
- iii) Five (5) year or more three (3) weeks vacation;
- iv) Ten (10) years or more four (4) weeks vacation;
- v) Fifteen (15) years or more (5) weeks vacation.
- vi) Twenty-Five (25) years or more six (6) weeks vacation.

For employees working irregular hours (more or less than 8 hours per day), vacation will be granted in hours not weeks.

## **22.02 Vacation Scheduling**

- a) All vacation entitlements for the year must be submitted in writing to the supervisor no later than March 15<sup>th</sup> of each year.
- b) Approval of requested dates shall be subject to, firstly, the efficient operation of the department, then upon the seniority of the applicant.
- c) In any event, each Permanent Full Time Employee shall be entitled to a minimum of two (2) consecutive weeks and/or two (2) complete work cycles of his earned vacation from the week before the last full week of June to the first full week of September inclusive.
- d) Vacations will not be taken in periods of less than one week. The Permanent Full Time Employee can withhold five (5) days of vacation, subject to Employer approval and to be taken in individual days or in a block.
- e) Vacation entitlements must be taken during the current vacation year and vacations shall not be cumulative from year to year, except as mutually agreed in writing between the parties.
- f) One week's vacation period shall be understood to be seven (7) calendar days, from Sunday to Saturday.
- g) In the event of an emergency as defined by the Employer, vacation periods may be changed by mutual consent with employee and the supervisor.
- h) After March 15<sup>th</sup>, written application for time off to the supervisor shall be made on a first come first serve basis.

## **22.03 Illness During Vacation**

Sick leave shall be substituted for vacation where an employee can provide a medical certificate for the day(s) he was sick, subject to the review and approval of the City Administration.

## **22.04 Work on Annual Vacation**

An employee shall not be forced to work while on his annual vacation period, but should an employee agree to work when requested while on his annual vacation period, he shall be paid time and one half (1.5) plus another day off for each vacation day in which he / she performed any work.

## **ARTICLE 23 – STATUTORY HOLIDAYS**

### **23.01 Paid Holidays**

The Employer recognizes the following as paid holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Sunday
- Victoria Day
- Canada Day

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

And any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Government.

**23.02** If a holiday falls on an employee's scheduled day off, he shall be given an alternate day off with pay. If an employee is scheduled to work on a holiday, he shall be paid time and one-half his regular rate for all hours worked, plus an alternate day off with pay at a time agreed by the Employer and the employee.

**23.03 Qualifying for Holiday Pay**

An employee will not qualify for Holiday Pay if, without reasonable cause, they fail to work their scheduled regular day of work preceding or following the public holiday.

**23.04 Flex time**

- a) All Permanent Full-Time employees who have been continuously employed by the Employer for a period of twelve (12) consecutive months shall be granted three (3) days with pay each calendar year to be taken in increments of ½ hour, ½ days, full days or in a block.
- b) Flex time may not be taken contiguous to annual prime time vacation time.
- c) Flex time will not be paid out.
- d) Use of flex time requires twenty-four (24) hours advance notice and approval of the supervisor.

In the case of emergency, the twenty-four (24)-hour notice requirement shall be waived.

**ARTICLE 24 – LEAVE OTHER THAN ANNUAL VACATION**

**24.01 Bereavement Leave**

- a) Employees will be entitled to a five (5) day bereavement leave without loss of pay, in the event of death of an employee's:
  - spouse (Including same sex or common-law spouse and fiancée),
  - child, son-in-law, daughter-in-law,
  - parent, mother-in-law, father-in-law,
  - sister or brother, or
  - grandparent or grandchild.
- b) Employees will be entitled to one (1) day bereavement leave without pay, in the event of death of an employee's:
  - aunt or uncle,
  - brother-in-law, sister-in-law,
  - former or legal guardian, or

- niece or nephew.
- c) Where a funeral or burial occurs at a locale in excess of 160 km, such bereavement leave as set out in (a) and (b) above shall include reasonable travelling time, up to a maximum of one (1) additional day with pay. The employee shall be paid for scheduled hours during the leave, which they otherwise would have worked.
- d) The employee shall be allowed to set aside one (1) day of their bereavement leave entitlement to attend the funeral or burial service. The remainder of the bereavement leave will be taken consecutively.
- (e) Up to one (1) day of bereavement leave, without loss of pay, shall be granted to an employee to attend a funeral as pallbearer.

**24.02 Maternity, Parental and Child Care Leave**

Maternity Leave, Parental Leave and Child Care Leave will be provided as per the *Employment Standards Act*.

The Employer may grant an extended maternity leave at the Employer's discretion.

**24.03 Employer Payment of Employee Benefits during Maternity Leave**

During the period of maternity leave, the Employer shall continue to pay Blue Cross premiums.

**24.04 Jury duty**

The Employer shall pay any employee who is required to serve as juror or witness, his full pay at his regular rate.

The employee shall turn over to the Employer payment received to serve as a juror excluding expenses.

**24.05 Leave for Union Functions**

- (a) The Employer shall allow up to two (2) employees, who are elected or appointed to represent the Local Union, to attend a maximum of two (2) Union conventions per year.
- (b) The Employer shall provide to the Union a bank of three (3) days per year for its members to attend Union training. The Employer shall allow up to three (3) employees to access the training bank.
- (c) A request for Leave for Union Functions must be in writing and received at least two (2) weeks in advance.
- (d) A Leave for Union Functions shall be provided with pay, benefits and without loss of seniority. The Local Union shall reimburse the Employer for all wages paid to an employee under this clause plus an additional 15.6% of the wages paid.

**24.06 General Leave**

The employer may grant a leave of absence with or without pay.

**24.07 Meeting with Employer**

Where the Employer requires an employee to leave his job temporarily in order to meet with the Employer, such employee shall not suffer any loss of pay for the time he is temporarily absent from his job at the Employer's request.

**24.08 Time Off for Voting**

Employees shall on Provincial, Municipal or Federal Election Days be allowed time for voting in accordance with the New Brunswick and Canada Elections Acts respectively, and no deductions shall be made from their pay on that account (3 consecutive hours for a municipal election and provincial election and 4 consecutive / hours for a federal election).

**24.09 Birth of a Child Leave**

An employee, who is a parent of the child to be born, shall be granted a leave of absence, with full pay and benefits, for one (1) day, to be on the day of the birth of a child.

**24.10 Domestic Violence Leave, Intimate Partner Violence Leave Or Sexual Violence Leave**

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

Domestic violence, intimate partner violence or sexual violence leave will be provided pursuant to the *Employment Standards Act*.

**ARTICLE 25 – WELFARE BENEFITS**

**25.01 Pensions and Disability: Permanent Full-time Employees**

**a) Pension: Permanent Full-time Employees**

In addition to the Canada Pension Plan, every eligible Permanent Full-time employee shall join the City of Campbellton Employee's Superannuation Plan. The Employer and the Employee shall make contributions in accordance with the provisions of Bylaw No. A-7, a Bylaw Relating to Superannuation of Permanent Employees, as amended by the Employer from time to time. The Employer shall consult with the Union prior to any amendment.

Bylaw will be modified to bring contributions to a 50% employee - 50% employer ratio (up to authorized legislated amount for employees). Should the authorized legislated maximum amount for employee increase or decrease (set at 9% at time of negotiations), the parties (Union and Employer) agree to apply the decrease or negotiate the increase.

**b) Disability Plan -Short Term: Permanent Full-time Employees**

Every eligible Permanent Full-time employee shall join the City of Campbellton Disability Plan, as per terms and conditions outlined in By-Law No. A-6, a Bylaw Relating to Employee's Disability Plan.

Providing an employee has sick leave to his or her credit, sick leave will be provided pursuant to By-law A-6, as amended by the Employer from time to time. The Employer shall consult with the Union prior to any amendment.

**c) Sick Leave Incentive Bonus: Permanent Full-time Employees**

Sick banking standards for bridge benefits to Long Term Disability are twelve (12) days per year.

- i. Employees meeting or exceeding the sick banking standards shall be paid an incentive

bonus (10%) according to the following formula:

- i.e. 18 days banked: 1.8 days' pay
- 12 days banked: 1.2 days' pay.

- ii. In order to be eligible for the bonus, the employee has to be active (on City payroll) from January 1<sup>st</sup> to December 31<sup>st</sup> of each given year.

**25.02 Group Life Insurance: Permanent Full-time Employees**

All Permanent Full-time employees shall participate in a Group Life Insurance Plan, which shall provide the following benefits:

Life Insurance of three (3) times the employee's annual earnings, accidental death and dismemberment and dependant coverage of \$5,000.00 for spouse and \$2,500.00 for each child. The employee shall pay 100 % of the cost.

**25.03 Blue Cross: Permanent Full-time Employees**

Blue Cross Plan known as Blue Cross Plan Number 59-000, 59-001 and 59-002 shall be paid in full by the Employer for Permanent Full-time employees.

**ARTICLE 26 – CLOTHING ALLOWANCE**

**26.01 Clothing Issue**

- a) Those Permanent Full-time employees in the classifications of Icemaker, Custodian and Concession will be issued with the following clothing no later than September 1<sup>st</sup> of each year:
  - i. Two (2) pairs of work pants,
  - ii. Two (2) work shirts or sweaters.
- b) Those Permanent Full-time employees in the classifications of Ice Maker and Custodian shall receive \$100.00 towards the purchase of work shoes/safety wear (as per Department's requirements and as determined by the supervisor on September 1<sup>st</sup> of each year.
- c) The Lifeguards shall be issued with the following clothing no later than September 1<sup>st</sup> of each year:
  - i. chlorine proof swimsuit(s) (maximum cost of \$100.00), and
  - ii. water deck shoes (maximum cost of \$100.00).
- d) All clothing to be purchased through City Garage Stockroom. Models, colors, etc. to be decided by City.

**ARTICLE 27 – PLACEHOLDER**

**ARTICLE 28 – PLACEHOLDER**

**ARTICLE 29 – TECHNOLOGICAL CHANGE**

- 29.01 a) In the event that the Employer should introduce methods or machines which require new or greater skills than are possessed by employees under the present methods of operation, such employees shall, at the expense of the Employer, be given a period not exceeding one

(1) year to perfect or acquire the skills necessary to function in the new methods of operation. There shall be no change in the salary of any such employee during the training period other than normal classification increments and there shall be no reduction in pay should the employee be reclassified to a new Classification.

- b) In any event no employee being sixty (60) years old or over and having a minimum fifteen (15) years seniority shall be laid off or displaced unless provisions are made by the Employer to fully fund any pension shortfall, in accordance with Bylaw No. A-7, that would arise as a result of him/her not working to full term.

**29.02 Information related to Legislative Disclosure**

The Employer will provide information to the Union that will assist it to fulfill any legislative disclosure requirements. The information will be provided in writing within 10 working days of the Union requesting any such information.

**29.03 Leave with Pay for Compliance with Union Legal Disclosure Requirements**

The Employer will grant leave with pay for a member designated by the Union to complete the reports needed to comply with any federal or provincial legislation that requires disclosure of union finances or other affairs.

**29.04 Disclosure and Leave with Pay for Dues Collection and Authorizations**

In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this collective agreement or existing legislation, the Employer will provide:

- a) an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees in the bargaining unit: name, employment status (such as full-time, part-time, temporary, seasonal, casual), classification/job title, branch, worksite, regular earnings, work schedule and total hours worked. The spreadsheet will be sent to the Union's Local Secretary-Treasurer and National Servicing Representative, within 10 days of each pay period.
- b) paid union leave and access to the workplace during working hours for the Union to meet with each employee in the bargaining unit in order to collect dues and authorizations.

**ARTICLE 30 – NO STRIKE OR LOCKOUT**

**30.01** There will be no strikes, walkouts or lockouts during the life of this Collective Agreement.

**ARTICLE 31 – NEGOTIATING CONDITIONS**

**31.01** The Employer shall provide time off with pay for three (3) member of the union Negotiating Committee for three (3) working days, otherwise time off without pay.

**ARTICLE 32 – COPIES OF AGREEMENT**

**32.01 Copies of Agreement**

It is the desire of the Employer and the Union that each employee become familiar with the provisions of this Collective Agreement and their rights and duties under it. For this reason, the Employer shall print the Collective Agreement within sixty (60) days of the signing and issue a

copy to each employee and Employer. The cost will be born equally by the Employer and the Union.

**32.02 Term of Agreement**

This Collective Agreement shall be binding and remain in effect from January 1, 2021 to December 31, 2029 unless the parties mutually agree to extend the terms of the Agreement.

**32.03 Continuance of the Agreement**

- a) This Collective Agreement shall continue in force and effect until December 31, 2029 and shall continue thereafter until a new Collective Agreement is concluded.
  
- b) Both parties to this Collective Agreement shall adhere to the terms of this Collective Agreement during collective bargaining. Should negotiations extend beyond December 31, 2029, wage increases only which may be negotiated shall be retroactive to December 31, 2029.

**32.04 Retroactivity Payment**

It is agreed that any retroactive payment required following the signing of the Collective Agreement will be done on a separate deposit.

**32.05** The parties acknowledge that the negotiation and drafting of the Articles in this Collective Agreement took place in the English language and that the translation of the Collective Agreement into the French language is not intended to alter the meaning of any of the Articles in any way. Should there be any dispute involving the interpretation of any Article in this Collective Agreement, the parties expressly acknowledge that the only version of the Agreement relevant to such a dispute is the English language version.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025

DATED this 11 day of AUGUST, 2025

ON BEHALF OF THE CAMPBELLTON REGIONAL COMMUNITY

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 76-1

Per: [Signature]  
Per: [Signature]

Per: [Signature]  
Per: [Signature]



APPENDIX A

Classification	Current Wage	2021 3%	2022 3%	2023 3%	2024 3%	2025 2.5%	2026 2%	2027 2%	2028 2.5%	2029 2.5%
Mech Tech/Trade classification						30.00 to 33.00	30.60 to 33.66	31.21 to 34.33	31.99 to 35.19	32.79 to 36.07
Ice Maker/ Mech. Maint.	22.73	23.41	24.11	24.84	25.58	N/A	N/A	N/A	N/A	N/A
Level I						25.06	25.56	26.07	26.72	27.39
Level II						26.22	26.75	27.29	27.96	28.66
Level III						27.42	27.97	28.53	29.24	29.97
Ice Maker/ Mech. Maint. II	21.72	22.37	23.04	23.73	24.45	N/A	N/A	N/A	N/A	N/A
Building Custodian						22.85 +0.65 adj.= 23.50	23.97	24.45	25.06	25.69
Lifeguard	19.80	20.39	21.01	21.64	22.29	22.80 +1.71 adj.= 24.51	24.51 +1.72 adj.= 26.75	27.29	27.97	28.67
Box Office/Custo mer Service Rep	19.76	20.35	20.96	21.59	22.24	22.21 +1.79 adj.= 24.00	24.48	24.97	25.59	26.23
Secretary (vacant)	19.25	19.83	20.42	21.03	21.67					
Secretary (vacant)										
Fitness Attendant (vacant)										
Fitness Attendant (vacant)										
Concession (vacant)										

\*The applicable rate to be paid to a Mech Tech/Trade classification will be determined within the range set out above, at the sole discretion of the Employer on the basis of applicable trade, qualifications, skills and ability, and whether they are assigned a working foreman role.

## LETTERS OF UNDERSTANDING

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1. Re: Ice Maker/Mechanical Maintenance Classification
2. Re: Lifeguard Premium
3. Elimination of Part-Time Employee Categorization
4. Building Maintenance
5. Performance Management
6. Retroactivity

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**CAMPBELLTON REGIONAL MUNICIPALITY ("Employer")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 76.1 ("Union")**

**Re: Ice Maker/Mechanical Maintenance Classification**

WHEREAS the Employer and the Union have agreed to a renewal of the Collective Agreement between the Parties;

AND WHEREAS the Employer and the Union have agreed to eliminate the previous two classifications of "Ice Maker/Mech. Maint." and "Ice Maker/Mech. Maint. II" and replace them with one new classification of "Ice Maker/Mech. Maint." with three Levels as follows:

- Ice Maker/Mech. Maint. – Level I,
- Ice Maker/Mech. Maint. – Level II,
- Ice Maker/Mech. Maint. – Level III;

AND WHEREAS there are currently three employees in the "Ice Maker/Mech. Maint." and "Ice Maker/Mech. Maint. II" classifications as follows:

- Danny Aucoin - Ice Maker/Mech. Maint. II,
- Darren Parker - Ice Maker/Mech. Maint. II,
- John McGrath - Ice Maker/Mech. Maint.;

AND WHEREAS the Employer and the Union intend to set out the terms and conditions regarding the new classification, the Levels and the classification Level to which each of the three employee will be assigned;

**THE PARTIES AGREE:**

1. There will be three Levels in the classification "Ice Maker/Mech. Maint." as follows:
  - Ice Maker/Mech. Maint. – Level I,
  - Ice Maker/Mech. Maint. – Level II,
  - Ice Maker/Mech. Maint. – Level III.
  
2. All new employees hired in the classification of "Ice Maker/Mech. Maint." will be assigned to a Level based on the following qualifications/training and will be required to obtain the training to move up Levels as follows:
  - Level I: Grade 12 and mechanically inclined,
  
  - Level II: Meet Level I requirements, and:
    - o Basic Refrigeration course, and
    - o Certified Pool Operator certification,  
(both must be achieved within 12 months of hiring),

- Level III: Meet Level I and Level II requirements, and:
    - o Advanced Refrigeration Facility Operator course (must be achieved within 24 months of hiring).
3. The three employees in the previous "Ice Maker/Mech. Maint." classifications will be assigned to the following Levels and will not be required to obtain the training/certification noted in #2 above (although they may do so voluntarily but if they do not, they will be permitted to remain at their current Level):
- Danny Aucoin - Ice Maker/Mech. Maint. - Level I,
  - Darren Parker - Ice Maker/Mech. Maint. - Level II,
  - John McGrath - Ice Maker/Mech. Maint. - Level III.
4. The Employer will pay the registration fee and any required and reasonable travel expenses related to obtaining the courses set out in #2 above. Registration and travel expenses must be pre-approved by the Employer.
5. Movement from one Level to the next Level must be pre-approved by the Employer.

DATED this 11 day of \_\_\_\_\_, 2025

DATED this 11 day of AUGUST, 2025

ON BEHALF OF THE CAMPBELLTON REGIONAL COMMUNITY

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 76-1

Per: [Signature]

Per: [Signature]

Per: [Signature]

Per: [Signature]



**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**CAMPBELLTON REGIONAL MUNICIPALITY ("Employer")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 76.1 ("Union")**

**Re: Lifeguard Premium**

WHEREAS the Employer intends to implement a Lifeguard Premium that will be payable when the Employer, at its sole discretion, assigns specific courses to be taught by a Lifeguard;

AND WHEREAS the Employer and the Union agree that implementing the Lifeguard Premium does not impact the Employer's right to continue contracting out the teaching of the specific courses to a third party, rather than assigning the course to a Lifeguard and paying the Lifeguard Premium;

THE PARTIES AGREE:

1. The Lifeguard Premium is \$15.00 per hour.
2. The Lifeguard Premium will be paid to Lifeguards when the Employer assigns them to teach or examine the following courses:
  - o Instructor for Lifesaving course,
  - o Examiner for Lifesaving course,
  - o Instructor for National Lifeguard course,
  - o Examiner for National Lifeguard course,
  - o Instructor for Standard First Aid, and
  - o Instructor for Swim Instructor course.
3. The curriculum and allotted time for the above noted courses will be developed by the Employer.
4. Should the Employer determine, at its sole discretion, that a Lifeguard requires training in order to teach any of the above noted courses, the registration fee and related reasonable travel for such training will be paid for by the Employer. Any such training and associated fees must be pre-approved by the Employer.
5. Lifeguards who are trained to teach the above noted courses, must seek the approval of the Employer prior to instructing or examining at MRCC or other facilities. Such approval will not be unreasonably withheld by the Employer.

6. Notwithstanding the other provisions of this Letter of Understanding, the Employer reserves the right to continue contracting out the teaching of any of the above noted courses to third parties, rather than assigning the course(s) to be taught by a Lifeguard and paying the Lifeguard Premium.

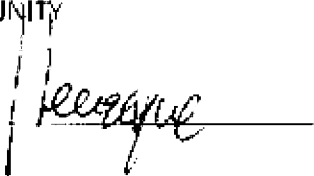
DATED this 1 day of \_\_\_\_\_, 2025

DATED this 11 day of August, 2025

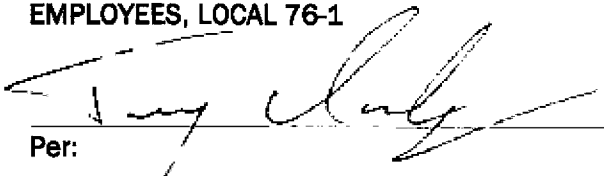
ON BEHALF OF THE CAMPBELLTON REGIONAL COMMUNITY

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 76-1

Per:



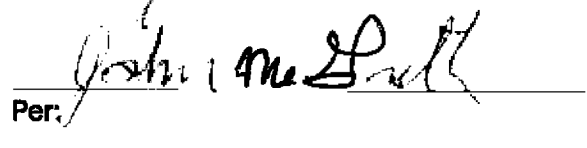
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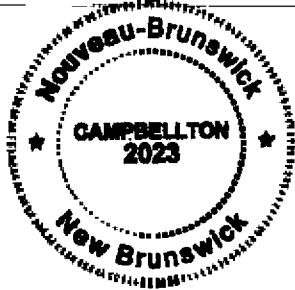


Per:



Per:





**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**CAMPBELLTON REGIONAL MUNICIPALITY ("Employer")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 76.1 ("Union")**

**Re: Elimination of Part-time Employee Categorization**

WHEREAS the Employer and the Union have agreed a renewal of the Collective Agreement between the Parties;

AND WHEREAS the Employer has agreed to eliminate the category of "Part-time" employees from the renewed Collective Agreement;

AND WHEREAS there are currently two employees categorized as "Part-time" employees:

- Danny Aucoin, and
- Betty Ann Pitre,

(the "Part-time Employees");

AND WHEREAS the Parties have agreed that the two Part-time Employees will remain categorized as "Part-time" until their employment ceases for any reason;

AND WHEREAS the Parties intend to clarify the terms of employment for the two Part-time Employees for the duration of their employment;

THE PARTIES AGREE AS FOLLOWS:

1. Moving forward, the Employer will only hire Permanent Full-time Employees as defined in Article 3 of the Collective Agreement.
2. The two current Part-time Employees will be "grandfathered" and remain categorized as "Part-time" employees until their employment ceases for any reason.
3. For the duration of their employment, the two Part-time Employees are excluded from the following Articles:
  - Article 16.01 – Hours of Work
  - Article 17 - Overtime
  - Article 22 – Vacations
  - Article 23.04 – Flex Time
  - Article 24.03 – Employer Payment of Employee Benefits during Maternity Leave
  - Article 24.04 – Jury Duty
  - Article 24.09 – Birth of a Child Leave
  - Article 25 – Welfare Benefits
  - Article 26 – Clothing Issue

4. For the duration of their employment, the two Part-time Employees will be paid hourly wages in accordance with Appendix "A" and be subject to the Articles of the Collective Agreement that are not excluded in Paragraph 3 above.

5. The two Part-time Employees will also be subject to the following:

a) Overtime

i. Overtime at time and one half, after hours worked in excess of eighty (80) in a two (2) week pay period.

b) Banked Overtime

i. Banking of up to sixteen (16) hours total per calendar year. Such banked hours may be either paid or taken as time off. Time off is to be scheduled at a time mutually agreed between the Employer and the employee. All overtime hours worked in excess of sixteen (16) hours per calendar year shall be paid at time and one half.

ii. All Banked Overtime will be paid out as of November 30 each year at the regular rate of pay. However, the Employer may grant permission for accumulated time to be taken during the month of December upon the written request of an employee.

iii. Banked Overtime can be paid out at the regular rate of pay upon request at any point throughout the year.

c) Clothing Allowance

i. Those in the classification of Ice maker will receive:

- \$75.00 towards the purchase of work shoes/safety wear (as per Department's requirements and as determined by their supervisor) on September 1 of each year, and
- the following clothing no later than September 1<sup>st</sup> of each year:

i. Two (2) pairs of work pants

ii. Two (2) work shirts or sweaters.

DATED this 11 day of August,  
2025

DATED this 11 day of August,  
2025

ON BEHALF OF THE CAMPBELLTON REGIONAL  
COMMUNITY

ON BEHALF OF THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 76-1

Per: [Signature]

Per: [Signature]

Per: [Signature]

Per: [Signature]



**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**CAMPBELLTON REGIONAL MUNICIPALITY ("Employer")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 76.1 ("Union")**

**Re: Building Maintenance**

WHEREAS Don Downs currently holds the position of "Building Maintenance Manager" which is a position excluded from the bargaining unit;

AND WHEREAS Don Downs regularly does bargaining unit work as part of his job duties as Building Maintenance Manager;

AND WHEREAS Don Downs may choose to retire during the term of this Collective Agreement;

AND WHEREAS the Parties recognize that the job duties performed by Don Downs in the position of Building Maintenance Manager, and his unique skillset, are crucial to the successful operation of the Campbellton Regional Civic Centre;

AND WHEREAS the Employer is considering its options with respect to the Building Maintenance Manager position upon Don Downs' retirement;

**THE PARTIES AGREE:**

1. The Employer has the sole and exclusive right to fill the position of Building Maintenance Manager at its discretion.
2. Upon the retirement of Don Downs from the position of Building Maintenance Manager, the Employer may pursue any one or more of the following options:
  - hire a replacement at its sole discretion with a similar skillset in the position of Building Maintenance Manager and with the same job duties,
  - create a new bargaining unit classification that will perform some or all of the current job duties of Building Maintenance Manager subject to Article 19.06,
  - assign some or all of the current duties of Building Maintenance Manager to a position in the Mech Tech/Trade classification or other existing classification, or
  - contract out the work that is currently being performed by Mr. Downs to a third party.

3. Should the Employer determine that another option not listed above will better ensure the successful operation of the Campbellton Regional Civic Centre, the Employer will consult with the Union in advance.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025

DATED this 11 day of August, 2025

ON BEHALF OF THE CAMPBELLTON REGIONAL COMMUNITY

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 76-1

Per:

*[Handwritten signature]*

Per:

*[Handwritten signature]*

Per:

*[Handwritten signature]*

Per:

*[Handwritten signature]*



LETTER OF UNDERSTANDING #5

BETWEEN

CAMPBELLTON REGIONAL MUNICIPALITY ("Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 76.1 ("Union")

Re: Performance Management

WHEREAS the Parties acknowledge that the Employer is contemplating a performance management program and/or performance review process which would include performance reviews of employees;

THE PARTIES AGREE:

- 1. Should the Employer implement a performance management program and/or Implement a performance review process, the Union will be consulted in advance of implementation.

DATED this 11 day of August, 2025

DATED this 11 day of August, 2025

ON BEHALF OF THE CAMPBELLTON REGIONAL COMMUNITY

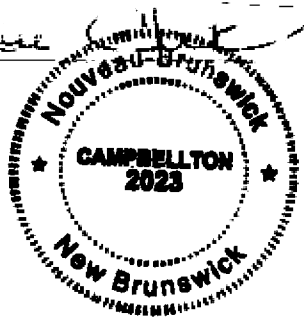
ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 76-1

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**LETTER OF UNDERSTANDING #6**

**BETWEEN**

**CAMPBELLTON REGIONAL MUNICIPALITY ("Employer")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 76.1 ("Union")**

**Re: Retroactivity**

WHEREAS the Employer and the Union have agreed to provide a retroactive payment to bargaining unit members upon execution of the renewed Collective Agreement between the Parties;

**THE PARTIES AGREE AS FOLLOWS:**

Retroactive Payment Calculation

1. Current bargaining unit employees will receive a retroactive payment from the effective date of the Collective Agreement, being January 1, 2021, to the date of execution of the Collective Agreement.
2. The retroactive payment for all bargaining unit employees will be calculated as follows:
  - a. The 2021 retroactive payment will be calculated effective December 31, 2021 as 3% on each employee's 2020 wage rate multiplied by the hours worked in 2021\*.
  - b. The 2022 retroactive payment will be calculated effective December 31, 2022 as 3% on each employee's 2021 wage rate multiplied by the hours worked in 2022\*.
  - c. The 2023 retroactive payment will be calculated effective December 31, 2023 as 3% of each employee's 2022 wage rate multiplied by the hours worked\* in 2023.
  - d. The 2024 retroactive payment will be calculated effective December 31, 2024 as 3% of each employee's 2023 wage rate multiplied by the hours worked up in 2024\*.
  - e. The 2025 retroactive payment will be calculated effective the date of signing in 2025 as 2.5% of each employee's 2024 wage rate\*\* multiplied by the hours worked up to the date of signing of this Collective Agreement\*.

\* NOTE: For clarity, the retroactive payment calculation is on wages only and excludes the following:

- Clothing Allowance pursuant to Article 26

\*\*NOTE: For clarity, the 2025 wage adjustments to the classifications of Building Custodian, Lifeguard and Box Office/Customer Service Rep, as set out in Appendix "A", will be factored into the retroactive payment for those three classifications.

Exceptions To Retroactive Payment

3. The Parties agree that for the current Collective Agreement only (i.e. 2021-2029), the following bargaining unit employees are not entitled to a retroactive payment:
- a) Employees who have resigned their employment prior to the execution of this Collective Agreement;
  - b) Employees whose employment was terminated prior to the execution of this Collective Agreement.

For greater clarity, the exceptions above will not automatically apply to, or be renewed in, future Collective Agreements. During future rounds of collective bargaining, the Parties will be at liberty to negotiate the question of any exceptions to retroactive payments.

**Breakdown**

4. All bargaining unit employees will be provided a breakdown of their retroactive payment within seven (7) days of the issuance of the payment. Such employee may challenge the calculation of the retroactive payment within thirty (30) days of receipt of the breakdown.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025

DATED this 11 day of August, 2025

ON BEHALF OF THE CAMPBELLTON REGIONAL COMMUNITY

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 76-1

Per: [Signature]

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