



COLLECTIVE AGREEMENT

between

TOWN OF WOODSTOCK

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 719

January 1, 2022 to December 31, 2024

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THIS AGREEMENT made this _____ day of _____, 2022

BETWEEN: THE TOWN OF WOODSTOCK, New Brunswick, hereinafter referred to as the "Town Council", Party of the First Part;

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION NO. 719, hereinafter referred to as "the Union", Party of the Second Part.

PREAMBLE

Whereas it is the desire of both parties of the agreement to maintain harmonious relations and settled conditions of employment between the Town of Woodstock and the Union, to promote cooperation and understanding between the Town of Woodstock and its staff, to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, hours of work, and scale of wages, to encourage efficiency in operation, and to promote the morale, wellbeing and security of all the employees in the bargaining unit of the Union, now, therefore, this agreement witnesseth that the parties hereinafter contained agree each with the other as follows:

ARTICLE 1 – RECOGNITION

1.01(a) The Town of Woodstock or anyone authorized to act on its behalf shall recognize Local Union No. 719, chartered by the Canadian Union of Public Employees, as the sole bargaining agent with respect to wages, hours of work, and working conditions for employees of the following departments:

- Public Works and Water/Sewer
- Fire
- Recreation and Community Services (AYR Motor Centre)

but shall exclude:

- Chief Administrative Officer/**Development Officer**
- Clerk**
- Director of Financial Services**
- Fire Chief
- Director of Public Works
- Public Works Superintendent
- Director of Recreation and Community Services (**AYR Motor Centre**)
- Recreation Program Coordinator
- Engineering Technician
- Building Inspector
- Director Human Resource & Payroll Services
- Compliance/Enforcement Officer
- Tourism, Events & Communication
- Part-Time Receptionist (20 hours/week at AYR Motor Centre)

1.01 (b) Any future positions that are to be excluded from the bargaining unit will be tested as per the *Industrial Relations Act*.

ARTICLE 2 – DEFINITIONS

- 2.01 (a) **Probationary Period** – shall mean six (6) calendar months continuous service, time lost due to illness, inclement weather, or acts of God, and time worked Saturdays and Sundays to be included as continuous service.
- (b) **Regular Employee** – is a person hired on a permanent basis and has completed his/her probationary period, and who is contributing to the Municipal Pension Plan and may be employed on a full time or part time basis.
- (c) **Term Employee** – is a person hired under the following circumstances:
- (i) An employee hired for a specific period of less than six (6) months in duration;
 - (ii) An employee hired for a project approved by the Town for which the duration may be greater than six (6) months, but less than twenty-four (24) months.
 - (iii) Also includes employees hired as replacements for leave of absence situations as provided for in this Collective Agreement regardless of the duration of the absence.
- 2.02 **Emergency** – is something which the Employer was unaware of twelve (12) hours previous to its occurrence.
- 2.03 **Extreme Emergency** – All employees covered by this Agreement, if called, shall respond to duty if an extreme emergency arises. Extreme emergency shall mean a snowstorm, freezing rain, sewer or water trouble, floods, or any act of God endangering life and property.
- 2.04 **Gender Neutral** – Wherever the masculine is used in this Agreement it shall be considered as if the feminine has been used also.

ARTICLE 3 – CHECK-OFF OF UNION DUES AND UNION SECURITY

- 3.01 The Town of Woodstock and the Union agree to jointly meet with and acquaint new employees with the collective agreement. Articles 3.02 and 3.03 shall be posted on all bulletin boards in all departments covered by this Agreement.
- 3.02 It is agreed that all employees now members of the Union or who may become members of the Union, or are reinstated to membership, shall, as a condition of employment, maintain their membership.
- 3.03 (a) The Town of Woodstock shall deduct from every employee regular monthly dues in accordance with the Union Constitution.
- (b) The Employer shall deduct monthly dues from all employees covered by this Agreement. The monies so deducted from the wages of the employees shall be forwarded to the Treasurer of the Union on a monthly basis. The Employer shall forward a complete list showing names from whom the deductions have been made each month, and in the following months shall forward a list showing additions and deletions.

- (c) On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or Representative. The Steward or Representative will provide the employee with a copy of the Collective Agreement.

A representative of the Union shall be given the opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of membership and their responsibilities to the Union.

- 3.04 T-4 Slips – The Employer shall indicate on each employee's T-4 Slip the amount of dues paid by the employee during the previous year.
- 3.05 Correspondence – All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Chief Administrative Officer and the Secretary of the Union.
- 3.06 Written or Verbal Agreements – No employee shall be permitted or required to make any written or verbal agreement with the Employer or his representative which may conflict with the terms of this Collective Agreement.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union agrees that the Town of Woodstock has the rights and powers to manage the plants and departments, direct the working forces, and hire, promote, transfer, demote, layoff, discharge, suspend or discipline employees.
- 4.02 The Town of Woodstock agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of an employee to lodge a grievance as set forth herein.

ARTICLE 5 – NO DISCRIMINATION/ HARASSMENT

- 5.01 The Town of Woodstock, its servants and agents, agree that there will be no discrimination with respect to any employee by reason of race, colour, political or religious affiliation, nor by reason of his or her membership in a Trade Union.
- 5.02 The Town Council, its servants and agents, agree there will be no interference, restriction or coercion exercised or practised.
- 5.03 Equal Pay for Equal Work – The principle of equal pay for equal work shall apply, regardless of sex.
- 5.04 - The parties agree that any type of harassment in the workplace is a serious issue and shall not be tolerated by either party. It shall be investigated as per policy and employees may be dealt with under Article 7 of the Collective Agreement OR AS PER TOWN POLICY if found to have just cause.

ARTICLE 6 – SHOP STEWARD AND THE UNION

- 6.01 The Town of Woodstock agrees that permission, on notification to the Department Head or his designate, may be granted to the Chairman of the Grievance Committee and the Shop Steward in the particular group of the Union to leave their employment temporarily in order to carry on negotiations with the Town of Woodstock or its representatives, with respect to investigation of a grievance between the Union and the Town of Woodstock, and they shall suffer no loss of pay for time so spent. Such leave will not be unreasonably denied the Union representative.

ARTICLE 7 – DISCIPLINE, SUSPENSION, AND DISCHARGE

- 7.01 An employee may be disciplined by written reprimand, suspension with pay, suspension without pay, or discharge.
- 7.02 No employee who has completed his probationary period shall be disciplined by suspension without pay or by discharge except for just cause.
- 7.03 Where an employee is disciplined as stated in the above clauses, the Employer shall, within ten (10) working days from the date of such discipline, provide the employee with written reasons for such disciplinary action, including any relevant dates. A copy shall be forwarded to the Union's recording secretary, at the same time.
- 7.04 Failure of the Employer to provide a written reason for suspension or discharge shall result in the employee being paid at his regular rate of pay, for the period from the date the suspension or discharge took effect to the date the written reason is presented to the employee.
- 7.05 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 7.02, the 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 suspended or discharged. One of the benefits which he shall not lose is his regular pay during the period of suspension or discharge, which shall be paid to him at the end of the next complete pay period following his reinstatement.
- 7.06 A suspension without pay shall be for a specified period of time not exceeding twenty (20) working days.
- 7.07 A record of disciplinary action shall not be used against an employee after the expiration of a period of **eighteen (18)** months after the disciplinary action was taken.
- 7.08 Upon request, an employee shall be given an opportunity to read any documents in his personal file that relates to an assessment of his conduct, work performance, and warnings. A copy of an employee's personal file shall be provided to the National Servicing Representative, when requested. A release form, signed by the affected employee, shall accompany the written request.
- 7.09 No abusive, profane or obscene language shall be used by any employee while on duty.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 When a person feels himself to be aggrieved by the interpretation or application in respect of him of a provision, of a statute, or a regulation, by-law, direction or other instrument made or

issued by the Employer, dealing with terms and conditions of employment or, an alleged violation of any of the provisions of this Agreement by the Employer, or where the person has the written consent of the union respecting any grievance relating to the interpretation or application of this Agreement, the following procedure shall apply:

STEP ONE: Within ten (10) working days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present his or her grievance in writing either by personal service or by mailing by registered mail to the supervisor or his designate. If the employee receives no reply or does not receive satisfactory settlement within ten (10) working days from the date on which he or she presented his or her grievance at the first level, the employee may proceed to Step two.

STEP TWO: Within ten (10) working days from the expiration of the ten (10) day period referred to in Step One, the employee may present his grievance in writing at the second level of the grievance process, either by personal service or by mailing by registered mail to the Chief Administrative Officer. If the employee does not receive a reply or satisfactory settlement of his or her grievance within then (10) working days from the date on which he or she presented his or her grievance at the second level, the employee may proceed to Step Three.

STEP THREE: Within ten (10) working days from the expiration of the ten (10) day period referred to in Step Two, the employee may present his or her grievance in writing at the third level of the grievance process either by personal service or by mailing it by registered mail to the Woodstock Town Council. Any settlement proposed by the Employer at the levels one and two and any replies must accompany the grievance when it is presented at the third level to the Woodstock Town Council. The Woodstock Town Council shall reply to the grievance in writing to the employee within ten (10) working days from the date the grievance was presented at the third level. Should the employee not receive a reply or satisfactory settlement of his or her grievance within ten (10) working days from the date on which he or she presented his or her grievance at the final level, the employee may refer his or her grievance to Arbitration as provided by this Agreement or by Sub-section 2 of Section 55 of the *Industrial Relations Act* for the Province of New Brunswick, within twenty (20) working days of the date on which he or she should have received a reply from Woodstock Town Council.

- 8.02 In any case where the employee presents his or her grievance in person or in any case in which a hearing is held on a grievance at any level of the grievance process, the employee may be accompanied by a representative of the Union.
- 8.03 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. If advantage of the provisions of this Article have not been taken within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened.
- 8.04 The Parties may mutually agree to extend the time limits specified herein.
- 8.05 Any matter giving rise to a dispute directly between the Union and the Employer shall be processed at Step Three of the grievance procedure within twenty (20) working days of the occurrence thereof.

- 8.06 In the event an employee grieves that his or her layoff is in violation of Article 19 (Layoff and Recall), his or her grievance may be initiated at Step Three of the grievance procedure within ten (10) days after the alleged grievance has arisen.
- 8.07 Any grievance relating to a loss of employment or loss of pay shall be initiated at Step Two of the grievance procedure.

ARTICLE 9 – ARBITRATION

- 9.01 The provisions of sub-section (2) of Section 55 of the *Industrial Relations Act* apply to differences between the parties hereto concerning the interpretation, application, administration or alleged violation of this Agreement. Where any difference arises between the Employer and the Union or the Employer and an employee concerning the interpretation, application, administration, or alleged violation of this Agreement, the difference shall be settled by following the arbitration procedure set out in Sub Section (2) of Section 55 of the *Industrial Relations Act*.
- 9.02 In any case, including cases arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the Arbitrator or Board of Arbitration shall have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege, as the Board may determine appropriate to finally settle the issues between the Parties, and may give retroactive effect to its decision.

ARTICLE 10 – HOURS OF WORK

- 10.01 (a) The following shall be the regular hours of work for each department.
- (b) Public Works and Water/Sewer: The regular working day shall be eight (8) hours per day, 40 hours per week. Hours of duty shall be from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m. from Monday through Friday, inclusive.
- (c) Ayr Motor Center: The regular working day shall be eight (8) hours in length, 40 hours per week. The work schedule shall be over a seven (7) day period, 24 hours per day, subject to 10:04 and Article 11 – Overtime. When and where possible, the Center's work schedule shall be posted two (2) weeks in advance, if the schedule has to change after it has been posted, employees will be notified as soon as possible. Ayr Motor Center operations are not to be interrupted.
- (d) Fire Department: The regular working day shall consist of a day shift, 7:00 a.m. to 5:00 p.m., or a night shift, 5:00 p.m. to 7:00 a.m. A regular schedule of 42 hours per week shall be employed with all time worked in excess of 40 hours to be paid at time and one-half.
- 10.02 Upon agreement between both parties, the normal lunch break can be changed, in which case the change shall not constitute overtime.
- 10.03 Upon agreement between both parties, hours of work may be changed.
- 10.04 All employees of the bargaining unit shall receive at least two (2) consecutive days a week off duty, unless in case of an emergency their services are required.

- 10.05 **Changing Days:** Employees' requests approved by the **Department Head or designate**, to change regular days off, or to substitute for another employee at regular rates, shall not be in contravention of any of the terms of this Agreement.
- 10.06 **Job Security:** It is agreed that, during the term of this agreement, no unionized employee of the bargaining unit will be laid off or suffer a reduction of regular hours or work or benefits due to contracting out.

It is further agreed that the minimum number of employees for each department will be as follows:

Public Works/Water and Sewer	Fifteen (15)
Fire Department	Four (4)
Recreation and Community Services (Ayr)	Thirteen (13)

- 10.07 Any person or student hired under a provincially or federally funded "make work" project to alleviate unemployment shall not be covered by this Collective Agreement. It is agreed that there will be no displacement of regular, temporary, or part-time employees or reduction of their hours of work because of these projects. Workers of said projects shall be informed of the conditions of employment and rules and regulations and safety and health policies adhered to by the bargaining unit. The Union agrees not to withhold the approval of any application submitted for funding a project covered by this section.

10.08 Stand By Pay

- (a) Employees who are required to perform weekend or Holiday "on-call" duties shall be paid eight (8) hours, at their regular rate of pay, for each day.
- (b) Stand by Pay (Ayr Motor Center): Employees asked to perform stand by duties will receive an increase of \$1.00 per hour. In the event of a call out, Article 11.07 will apply. If a Level 1 is required to do stand by, they will receive the \$1.00 per hour.

ARTICLE 11 – OVERTIME

- 11.01 Time worked by employees on regular assignments, continuous with, before, or after the regularly assigned hours of duty, shall be considered as overtime and shall be paid for, on the actual minute basis, at one and one-half times the regular rate.
- 11.02 All employees called upon to work on any holiday as defined in Article 16 of this Agreement will be compensated for all time worked at one and one-half times the regular rate in addition to the regular day's pay allowed for the holiday.
- 11.03 Employees required to work on Saturdays and Sundays shall be paid at one and one-half times the regular rate, with the exception of fire truck drivers and Recreation and Community Services Department.
- 11.04 Except in cases of emergency, overtime shall not be worked without proper authority. When advance authority has not been obtained and overtime is worked in an emergency, overtime payment will not be allowed unless claim is submitted within forty-eight (48) hours from the time service is performed.

- 11.05 Overtime and call back time shall be divided as equally as possible among the employees who are willing and able to perform the work that is available.
- 11.06 All employees shall report for work when called for overtime unless excused by the Department Head.
- 11.07 Call Out
- (a) Employees called out to work before or after the regular working day shall be paid the minimum of three (3) hours pay at the employee's overtime rate, whether or not the employee is required to perform duties.
 - (b) In the event the employee is required to perform duties, overtime rates shall apply for the actual time worked, but in no event shall an employee receive less than the amount specified as call-out pay.
 - (c) Fire Truck Drivers shall receive at least three (3) hours at overtime rate for call-out.
 - (d) All call-out time shall begin from the time the call was received by the employee, to a maximum of one-half (½) hour to report for work.
- 11.08 (a) **A Woodstock Recreation employee may request time off instead of pay for overtime worked to a maximum of eighty (80) regular hours. Once booked as time off in lieu, no conversion of accumulated time off to cash will be allowed. Time off in lieu shall be granted on a "first come, first serve" basis with a maximum of two employees off at any time, in addition to employees who may be on vacation leave. Time off shall be granted at the overtime rate. The employee shall inform the Employer of his/her preference of accumulating time off or being paid overtime earned on or before the time when time sheets are submitted for the pay period during which the overtime was worked.**
- (b) **A Public Works employee may request time off instead of pay for overtime worked to a maximum of one hundred and twenty (120) regular hours. Once booked as time off in lieu, no conversion of accumulated time off to cash will be allowed. Time off in lieu shall be granted on a "first come, first serve" basis with a maximum of two employees off at any time, in addition to employees who may be on vacation leave. Time off shall be granted at the overtime rate. The employee shall inform the Employer of his/her preference of accumulating time off or being paid overtime earned on or before the time when time sheets are submitted for the pay period during which the overtime was worked.**
- (c) **Employees of the Fire Station may bank up to ninety-six (96) hours, all other provisions of 11.04 shall apply**

ARTICLE 12 – PROMOTION, DEMOTION, AND TRANSFER

- 12.01 All appointments and promotions for positions covered by this Agreement and/or newly created positions in departments covered by this Agreement, shall be made by the Chief Administrative Officer and Department Head subject to the following procedure:

- (a) The vacancy or position shall be bulletined by the Chief Administrative Officer and posted only in the department in which the vacancy arises within fourteen (14) days of the vacancy or new position being identified. Posting shall be for at least ten (10) days before position is filled. Copies of all such bulletins shall be forwarded to the Secretary of the Union. In filling vacancies, departmental seniority shall apply.
 - (b) In filling vacancies or new positions created, consideration must be given to both qualifications and seniority. Qualifications being sufficient, seniority by department shall govern.
 - (c) The Chief Administrative Officer concerned shall make the promotion or appointment bulletined within four (4) weeks from the date of closing of the first bulletin.
 - (d) When an employee is promoted to fill a vacancy or new position, the employee concerned shall be placed on probation until considered qualified by the Chief Administrative Officer. The probationary period, normally, shall not exceed three (3) months.
 - (e) Employees promoted or awarded new positions and failing to qualify at the completion of their probationary period, shall be returned to their former positions without loss of seniority in such former position, after which other applicants responding to the original bulletin shall be considered.
- 12.02 Should a temporary position be set up for a period of time shorter than required in Article 12.01, it may be filled without the necessity of bulletining, but the provisions of Article 12.01 (b) shall apply.
- 12.03 Promotions shall be based on ability and seniority. In order to give employees the opportunity of being qualified for promotion, the Town of Woodstock agrees to select employees from time to time for suitable training. While being trained and until such time as these trainees are certified by the Department as being qualified for promotion, their hourly rates of pay will remain as the rate paid upon selection as trainees and upon qualification shall be reclassified subject to the provisions of this article. A thirty (30) day period shall be considered as a training period.
- 12.04 Employees performing the duties of Water/Sewer Operator shall receive \$0.25/hour for each course relevant to the duties of this position, plus \$0.25/hour for certification of relevant course(s). Course(s) include: Arena I, Arena II, Playground Certification and Pool Operator. The Employer has full discretion as to which employee(s) receive training.

ARTICLE 13 – TEMPORARY ASSIGNMENTS

- 13.01 Any employee required to fill temporarily a position for which a higher rate of wages than that for such employee's regular work is paid, shall receive the higher rate while so employed, and employees required to fill temporarily positions for which a lower rate than that paid for such employee's work has been established, shall not suffer any reduction in pay by reason thereof.
- 13.02 Any employee after six (6) months' continuous employment at a higher rate of wages than that paid for his regular work, shall be reclassified at the higher rate provided there is a

vacancy in the Department concerned. Nothing in this article shall entitle an employee to retain a rate of pay if permanently reclassified to a lower job classification for cause including change of establishment, qualifications, and discipline.

ARTICLE 14 – SENIORITY

- 14.01 Seniority of employees shall commence on the first date worked as a regular employee, including all hours worked while on probationary period.
- 14.02 Loss of Seniority – An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose his seniority in the event:
- (1) He is discharged for just cause and is not reinstated.
 - (2) He resigns.
 - (3) Failing to return to work after having been notified by the Department Head by personal or registered mail, that employment is available, unless a satisfactory explanation is furnished within five (5) working days.
- 14.03 Seniority for the purpose of this Agreement shall be bargaining-unit wide unless otherwise specified in this Agreement. A seniority list to cover all employees in the bargaining unit shall be posted with a copy to be sent to the Union. Adjustments to be made monthly if necessary. Seniority list to include date of hiring, vacation eligibility, sick leave remaining for the employee.
- 14.04 Protests in regard to seniority status shall be submitted in writing within thirty (30) days from the date seniority lists are posted. When proof of error is presented by an employee or his representative, such error shall be corrected and when so corrected the agreed upon seniority date shall be final. No change shall be made in the existing seniority status of an employee unless concurred in by the Chairman of the Grievance Committee.
- 14.05 Seniority for the purpose of job postings only shall be by department.**

ARTICLE 15 – VACATIONS

- 15.01 Employees shall be entitled to the following annual vacations with pay:
- after one (1) year of service, ten (10) days;
 - after two (2) years of service, fifteen (15) days;
 - after eight (8) years of service, twenty (20) days;
 - after **seventeen (17)** years of service, twenty-five (25) days.

Two (2) employees shall be allowed on vacation at one time in the Public Works, with the approval of the Department Head or their designate.

Two (2) employees shall be allowed vacation at one time from the Ayr Motor Center with the approval of the Department Head or their designate. This shall be one person from each classification.

More than (1) employee at a time may be allowed vacation within the Fire Department, at the discretion of the Departmental Head. Department Head or their designate will approve all vacation (as per current agreement).

It is also understood that the Employer may allow more individuals off on vacation at a time if operational requirements allow it.

- 15.02 Applications for vacations from employees filed prior to April 1st of each year shall be placed on the vacation roster showing period of vacation. Applicants shall be given preference in order of seniority. For vacations requested any time after April 1st preference will be given on a first-come first-served basis.
- 15.03 All employees while on vacation shall receive from the Town of Woodstock the rate of pay for his classification; vacation pay shall be advanced to the employee before proceeding on vacation, if so requested.
- 15.04 Vacation entitlement shall be posted on or before the 31st day of January of each year, showing the days' vacation of each employee earned in the past year. Vacation lists shall be the responsibility of the Department Head.
- 15.05 Employees when requesting vacation less than one week in duration shall inform the Employer forth-eight (48) hours prior to the commencement of the employee's requested period of vacation leave, whenever possible.
- 15.06 For all employees, a vacation day and sick day shall be eight (8) hours.
- 15.07 With operations being the number one consideration, an employee may request accrued vacation from one year to be carried over and used in the next calendar year, re: family scheduled holiday/wedding, etc. with prior approval from the Department Head. Any costs borne by the employee for future travel will be the responsibility of the employee if vacation time wasn't approved the Department Head.

ARTICLE 16 – STATUTORY HOLIDAYS

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

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

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

Any employee who is scheduled to work on Christmas Eve and/or New Year's Eve, and whose schedule permits, shall have the last one-half working shift off with pay, which shall not exceed four (4) hours. In the event that any employee's schedule does not permit this time off on the above-mentioned days, he/she will be able to have equivalent time off with

pay at a time that is convenient to the employee and supervisor. **An employee will only be required to use one-half (½) vacation day if applying for vacation on these days.**

- 16.02 Should any of the above holidays fall on Saturday or Sunday, the following Monday shall be considered the holiday.
- 16.03 (a) Employees of the Fire Department and the Recreation and Community Services Department who actually work on a holiday shall receive 1½ working day's vacation with pay, in addition to regular pay for that holiday. When a holiday falls on an employee's regular day off or vacation period, he shall receive one working day's vacation at the regular rate.
- (b) All other employees of the bargaining unit who are required to work on holidays shall receive overtime rate for working such holidays in addition to their regular pay.
- 16.04 In order to be eligible for pay for any one of the holidays, an employee must have performed at least sixty (60) days work in the preceding year, and must have worked on the regular working days immediately preceding the holiday and worked or reported for work on the regular working day immediately following the holiday.

ARTICLE 17 – SICK LEAVE

- 17.01 Sick leave shall be as follows. All employees having completed one (1) month's continuous service, shall be granted one and one-quarter (1¼) days sick leave with pay. Thereafter employees shall receive one and one-quarter (1¼) days per month up to a maximum accumulation of two hundred (200) days.
- 17.02 (a) Sick pay to become effective on day that the Town of Woodstock is notified of illness. Medical examinations may be required of any employee at the request of the Chief Administrative Officer.
- (b) A doctor's certificate will be required after two (2) days absence due to sickness or at the request of the Employer, in which case a physician appointed by the Town and cost paid for by the Town.
- (c) If an employee is on Workers' Compensation, the Employer may request copies of the relevant medical documentation.
- 17.03 Each permanent employee with more than one year's service on the date this Agreement becomes effective shall contribute three (3) days from his accumulated sick leave for the purpose of establishing a sick leave bank. All sick leave accruing to employees over and above 200 days shall be credited to the sick leave bank until contributions collectively result in an accumulation of 500 working days.
- 17.04 The Union shall receive a complete record of days on credit for members individually and total days credited to the bank at the end of each calendar year.
- 17.05 Applications for an allotment from the sick leave bank may be made by an employee who has suffered a major illness or who has suffered an injury which is not compensatory under the *Workers' Compensation Act*, and shall be subject to the approval of the Union executive and of the Town Council upon production of appropriate medical certificates.

- 17.06 No allotment from the sick leave bank shall be approved unless and until the employee concerned has exhausted his entire annual and accrued sick leave allotment and all his annual vacation.
- 17.07 An employee may use, in any one calendar year, up to three (3) days of sick leave for the following:
- (a) emergency care for child or spouse;
 - (b) scheduled treatment visits (non-emergency) outside of the community for child or spouse

ARTICLE 18 – LEAVE OF ABSENCE

- 18.01 (a) Should an employee covered by this Agreement request an unpaid leave of absence, personal or otherwise, the same may be granted to a maximum of twenty (20) working days.
- (b) Should an employee covered by this Agreement request an unpaid leave of absence, personal or otherwise, exceeding 20 working days, the same may be granted to a maximum of sixty (60) working days in any one-year period. Should more time be requested, the employee shall request said leave which may be granted at the prerogative of the Town Council. While on leave of absence the employee's seniority shall continue. Pay and vacation do not accrue while on leave of absence. Employees who want group benefits and pension to continue shall pay 100% of the costs associated with their benefits.
- 18.02 Bereavement Leave – In the event of a death in the immediate family of an employee covered by this Agreement, said employee shall be entitled to five (5) days bereavement leave with pay.
- 18.03 (a) Immediate family shall mean: mother, father, sister, brother, wife, husband, child, stepparents, **stepchild, common-law spouse and guardian.**
- (b) Three (3) consecutive days will be allowed in the event of the death of grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, or brother-in-law, son-in-law, daughter-in-law.
- (c) One (1) working day shall be allowed in the event of the death of an aunt or uncle.
- (d) An employee who is appointed as an executor for an estate will be granted up to three (3) days leave with pay.
- (e) (1) working day will be allowed for pallbearer providing it falls on a working day.
- (f) The Employer agrees to pay the funeral expenses for employees up to a maximum of \$5,000 (five thousand dollars) for any employee who is killed in the performance of his duties.
- (g) An employee who is on vacation and suffers a loss covered by bereavement leave shall be entitled to use his bereavement leave and have his vacation rescheduled.

- 18.04 Union Conventions – Leave of absence with pay and without loss of seniority shall be granted upon request to any two (2) employees elected or appointed to represent the Union at two (2) Union conventions in any one year. The Union will reimburse the Town of Woodstock for wages so paid during such leave of absence.
- 18.05 General Emergency – During a state of general emergency any employee joining any of the branches of the armed forces of Canada, including the Merchant Marine, shall on application, be granted leave of absence and on his return to the Town of Woodstock's employment, shall maintain his seniority rights and be entitled to any general pay increases and maintain his right of promotions, provided he returns to work with the Town of Woodstock within three (3) months of the date of discharge from the above mentioned forces, unless he is classified by government as wounded.
- 18.06 Union Representation – No employee shall undertake to represent the Union without proper authorization. The Union will supply a list of names of its officers and likewise the Town will supply a similar list.
- 18.07 Negotiations Committee – Any representatives of the Union on the Negotiating Committee shall have the privilege of attending negotiations held within working hours with pay.
- 18.08 Maternity Leave – Maternity leave shall be granted for pregnancy to an employee as follows:
- (a) Not later than the twentieth week of her pregnancy, a pregnant employee will inform the Employer of the anticipated delivery date.
 - (b) At the employee's request, maternity leave shall commence twelve weeks before the anticipated delivery date.
 - (c) Where an employee submits a medical certificate to the Employer stating that her health so requires, maternity leave shall commence earlier than twelve weeks before the anticipated delivery date.
 - (d) Maternity leave shall follow the **New Brunswick Employment Standards Act and the Employment Insurance Act**. An employee returning to work from maternity leave shall be reinstated to her previously held position.
 - (e) Employees entitled to maternity leave shall be permitted to use ten (10) working days of their accumulated sick leave credits while on maternity leave.
 - (f) Employees shall continue to accrue all benefits while on maternity leave, at the rate she would have earned if she were working her regular hours. Employee shall be responsible for her share of the benefits cost. **AN EMPLOYEE SHALL NOT ACCUMULATE VACATION, SICK TIME OR STATUTORY HOLIDAY WHILE ON MATERNITY LEAVE OR PARENTAL LEAVE BUT WILL CONTINUE TO ACCRUE YEARS OF SERVICE WITH REGARDS TO WAGE INCREASES, LONG SERVICE PAY AND RETIREMENT ALLOWANCE FOR ALLOTMENT PURPOSES.**
- 18.09 Parental Leave is a period of leave without pay to which an employee is entitled to under the provisions of the *New Brunswick Employment Standards Act* and the *Employment Insurance Act*, upon the birth or adoption of a child

It is recognized that there may be very little notice provided to the employee by the adoption agency; however, it is expected that the employee will not notify the Employer that application to adopt has been made and of his/her intention to take parental leave.

- (a) On return to duty after a period of parental leave, the employee shall be placed in the position that he/she held prior to going on parental leave, with the appropriate wage rate and benefits.
 - (b) Maternity and Parental leave shall be a maximum of **seventy-eight (78) weeks** combined.
 - (c) Parental leave may not be counted as pensionable service.
- 18.10 Paternity or Adoption – An employee shall be entitled to one (1) day's leave of absence with pay for the birth or adoption of a child.
- 18.11 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. The Employer will follow the ESA of NB.

ARTICLE 19 – LAYOFF AND RECALL

- 19.01 When staffs covered by this Agreement are reduced, senior employees will be retained.
- 19.02 An employee whose position is abolished, or who is displaced, shall be entitled to exercise his seniority, displacing a junior employee.
- 19.03 A laid off employee shall be returned to the service in order of seniority, as vacancies occur, provided that 12 months has not elapsed since his layoff.
- 19.04 A laid off employee who fails to report for duty, or give satisfactory reason in writing for not doing so, within five (5) working days from date of notification by personal advice or registered mail to his last known address known to the Employer, shall forfeit his seniority rights and his name shall be removed from the seniority list.

ARTICLE 20 – RETIREMENT AGE

- 20.01 The normal retirement age for the purpose of this Agreement is sixty-five (65) years. A member of the Town of Woodstock pension plan with at least five (5) years of continuous employment may retire at any time within the 120-month period prior to his normal retirement date. Provisions of the Town of Woodstock pension plan, revised and restated as at November 1, 2001, apply to retirement pension benefits.
- 20.02 (a) Retirement Allowance – When an employee having continuous service of five (5) years or more retires due to disability, death, or age, the employer shall pay such an employee or beneficiary a retirement allowance equal to two (2) days pay for each full year of continuous service, but not exceeding fifty (50) days pay at the employee's regular rate of pay. After twenty (20) years of service an employee shall be paid the above retirement allowance if he terminates his employment for any reason, other than an employee who is discharged and not reinstated. An employee will also be

paid at the employee's regular rate of pay an allowance equal to **thirty-seven and one half (37.5%) percent** of the employee's accumulated sick leave time.

- (b) Upon retirement of an employee, the employer shall place all sick leave credits held by the retiring employee into the sick leave bank as per Article 17.03.

ARTICLE 21 – SAFETY AND HEALTH

- 21.01 The Union and the Town of Woodstock shall co-operate in continuing and perfecting the safety measures now in effect.
- 21.02 Provisions of the *N.B. Occupational Health and Safety Act* shall apply.
- 21.03 All employees working in any dangerous capacity shall use all necessary safety equipment as recommended by the Safety Committee, the Department Head, or his Agent. It shall be compulsory to wear and use such recommended safety equipment.
- 21.04 Time spent by employees in performance of their duties during regular hours of work as members of the Joint Safety Committee shall be considered as time worked, and payment shall be on the basis of straight time.
- 21.05 Transportation of Employees – During inclement weather, if at all possible, all employees in all departments being conveyed from yard to job or vice versa shall be protected from such elements by properly covered mobile equipment.

ARTICLE 22 – INJURED ON DUTY

- 22.01 (a) When an employee is off work because of an accident or occupational illness resulting from his/her employment and which is accepted as compensable by the Workers Compensation Board, the Employer will supplement the WCB benefit to the extent permitted by WCB without offsetting the benefit payable by WCB.
 - (b) The employee's benefit plans as per Article 24 (excluding LTD) will be maintained in effect by the Employer during this period that the employee is in receipt of benefits from WCB.
 - (c) The absence of an employee receiving Workers' Compensation benefits shall not be charged against the person's sick leave or vacation credits. Vacation and sick leave credits will continue to accrue for a period of six (6) months while the employee is absent and in receipt of Workers' Compensation benefits.
- 22.02 Employees injured on duty shall be paid for the remainder of their shift if unable to return to work during that shift.
 - 22.03 Accommodations – When an employee, who has become incapacitated by a handicap, an illness, advancing years or a temporary disability, is unable to perform his regular duties, the Town will make every reasonable effort to relocate the employee in a position or job consistent with his disability, incapacity, or age. The Town shall not displace any other employee except a probationary employee from his position in order to effect this relocation.

ARTICLE 23 – WAGES AND ALLOWANCES

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

(b) Re Classifications

Labourer: General labour in Public Works or Water /Sewer Department involves flagging, general construction and carpentry with supervision. Labourers will not operate trucks/equipment but may operate trucks up to one ton. Labourers involved in training for larger than one-ton trucks may operate such trucks but shall be accompanied by a Truck Driver or Operator at all times during such training period except when training is provided by private agency.

Truck Driver: In addition to Labourer functions, employees will also operate trucks up to 28,000 lbs GVW for plowing and general trucking functions. Operators of Trackless/Bombardier/Farm Tractor are included in this position. Training on loader or backhoe may be provided at this level, however such Truck Driver shall be accompanied by an Operator at all times during the training period except when training is provided by private agency.

Operator: In addition to Labourer and Truck Driver functions, employees will also operate front-end loaders and backhoes on a regular basis.

23.02 Long Service Pay – Employees shall be paid long service pay calculated as follows:

5 – 10 years continuous service	-	\$225.00
11 – 15 years continuous service	-	\$250.00
over 15 years continuous service	-	\$300.00
over 20 years continuous service	-	\$350.00.

For the purpose of calculation, December 1st of each year will be used, and the amount is to be paid the first pay period in December.

23.03 Pay Days – Town of Woodstock shall pay employees every two weeks by direct deposit. The employees shall be paid by noon every second Thursday.

23.04 New Positions or Classifications – The wages to be paid for any position created during the life of this Agreement shall be negotiated by the parties hereto.

23.05 Attending Court – In cases in which the Town of Woodstock is involved, employees who lose time by reason of being required to attend Court or Coroner's Inquest, or to appear as witnesses, will be paid for time so lost. If no time is lost, they will be paid for actual time held. Any fee or mileage accruing shall be assigned to the Town of Woodstock.

23.06 Legal Fees – The Employer shall pay all legal costs for any actions taken against an employee, by virtue of performance of his employment, if the action is taken against both the employee and Employer.

23.07 Employees who supply tools in the performance of their duties shall have replacement made only when not recoverable by other means, such as warranty, insurance or replacement by employee who lost the tool. Complete listing to be supplied to the Employer in order for this replacement to apply.

23.08 Tool Insurance – The Employer shall provide fire and theft insurance covering the tools and equipment owned by the Mechanic and used in the performance of his duties.

ARTICLE 24 – WELFARE BENEFITS

24.01 (a) Group Life Insurance – The Town of Woodstock shall cover all permanent employees with Group Life Insurance in the amount of two times annual salary of the employee, Double Indemnity, the Employer to pay 100% of the premiums.

(b) Long Term Disability – The employee will pay 100% of the premiums.

24.02 Retirement Pension Plan – The Town of Woodstock Pension Plan established in February 1975, together with all revisions and restatements shall provide benefits to eligible employees in accordance with the specific terms and provisions set out in the Master Plan. The Master Plan shall be kept on file in the Town Office and one copy distributed, on request, to each employee.

24.03 Health Care Plan shall be paid for equally by the Employer and the Employees.

ARTICLE 25 – LABOUR MANAGEMENT MEETINGS

25.01 A Labour Management Committee shall be established consisting of up to three (3) representatives from the Union and from the Employer. This committee shall meet every three (3) months, IF REQUESTED, at a mutually agreed time and place.

25.02 Role of the Committee - The Committee shall concern itself with the following general matters:

- (a) reviewing matters pertaining to scheduling, including issues related to seniority;
- (b) considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees;
- (c) improving and extending service to the public;
- (d) promoting safety and sanitary practices;
- (e) reviewing Suggestions from Employees, questions of working conditions and service (but not grievances concerned with service); and
- (f) other matters of mutual concern.

ARTICLE 26 – CLOTHING ISSUE

26.01 Public Works, Water/Sewer and Recreation Departments – The Town of Woodstock shall maintain and supply suitable identifiable rubber clothing, rubber boots, hard-toe boots (supplied by Town).

(a) Summer clothing will be issued by May 1st of each year to consist of the following:

- 1 pair steel toe boots (winter or summer employee's choice)
- 1 pair coveralls or one workpants and shirt
- 1 raincoat

- (b) Winter clothing will be issued by October 1st each year and to consist of the following:
 - 1 pair winter coveralls or workpants and shirt;
 - 1 pair rubber overshoes or toe rubbers; and
- (c) Employees working in asphalt may receive additional footwear.
- (d) Employees to be issued suitable work gloves as needed.

26.02 Uniforms and Equipment (Fire Department)

- (a) All fire department personnel shall be supplied with dress uniforms issued as per the following schedule, namely one regular uniform consisting of jacket and two pair of trousers every second year, with one additional pair of trousers as required; one summer uniform of light weight quality, every third year to consist of two pair trousers and three uniform shirts and summer jacket only when required; one summer uniform cap every two years; three uniform shirts; one pair of coveralls every second year; one (1) winter cap and one (1) dress jacket and one (1) winter jacket every third year, or when required; two pair dress shoes per year; one (1) cap badge and one (1) chest badge when required. This equipment to be issued by May 1st of the year required and equipment for new employees to be ordered within 30 days after completion of probationary period. Any of the above-mentioned equipment destroyed in the line of duty to be replaced immediately.
- (b) Each employee shall be supplied with protective clothing for performance of duty, consisting of one pair of fireman's rubber boots, one waterproof coat and one protective helmet, said clothing to be furnished as required.
- (c) Clothing and equipment listed above to be worn only while on duty or with the permission of the Fire Chief.
- (d) Any employee upon leaving the Department shall return all uniforms and equipment listed above to the Department.

26.03 Uniforms and Equipment (Recreation and Community Services Department)

- (a) Civic Centre Pool Staff – Pool Shoes and swimsuits to be supplied by the Employer on an "as needed" basis. The Employer will replace worn clothing on a timely basis.
- (b) Civic Centre Maintenance Workers – One winter coat issued every two years or as required. (In addition to clothing issued for Recreation Department outside work.)
- (c) Civic Centre Cleaners – One pair of steel-toe shoes, two pair of workpants and two shirts (or sweatshirts).
- (d) Recreation Department Workers (Outside) – One pair of steel toe boots or shoes, two pairs of coveralls or workpants and two shirts (or sweatshirts).

ARTICLE 27 – LOCKERS

- 27.01 All employees shall be provided with a locker for the keeping of clothing and small exhibits.

ARTICLE 28 – REPRESENTATIVE OF NATIONAL UNION

28.01 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Town of Woodstock.

ARTICLE 29 – RULES GOVERNING TERMINATION OF EMPLOYMENT

29.01 No fire truck driver shall be at liberty to resign his office, or to withdraw from the duties thereof unless expressly allowed to do so in writing by the Chairman of the Fire Committee, or unless he gives to such Chairman one month's notice in writing of his intention to so resign or withdraw and every fireman who resigns or withdraws without such leave or notice is liable to forfeit all arrears of pay then due to him, or to a penalty of not more than twenty dollars, to be recovered as herein before provided. The Employer will also be required to give one month's notice of layoff or one month's pay in lieu thereof on the layoff of any employee or employees, except for discipline dismissals.

ARTICLE 30 – COPIES OF AGREEMENT

30.01 Town of Woodstock shall supply one copy of the contract to each employee and six extras for the President.

ARTICLE 31 – DURATION AND TERMINATION

31.01 Precedence of Legislation – In the event that any law passed by the legislature of the province applying to employees covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement. Either party may request the negotiation of a new provision by giving written notice to the other party within sixty (60) days of the law being proclaimed. Such negotiations shall be conducted in accordance with the *Industrial Relations Act*.

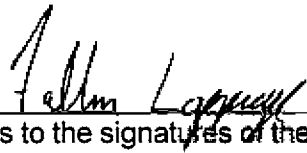
31.02 This Agreement supersedes all previous agreements and shall endure and be binding not only on the parties hereto mentioned but also their respective successors.

31.03 This Agreement shall be binding on both parties, **for a three (3) year duration, from January 1, 2022 to December 31, 2024** and thereafter shall continue in force from year to year unless notice, in writing, is given sixty (60) calendar days prior to December 31, 2021 by either party to the other of a desire to negotiate a new working agreement or to amend the existing working agreement. Upon receipt of such notice, negotiations to conclude an agreement shall commence within twenty (20) days following such notice.

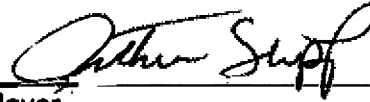
IN WITNESS WHEREOF the parties have signed this 30 day of November, 2022.

à
SIGNED, SEALED AND DELIVERED
In the Presence of:

THE TOWN COUNCIL OF THE TOWN
OF WOODSTOCK, New Brunswick: 



As to the signatures of the
Town of Woodstock, New Brunswick

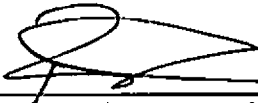


Mayor



CAO / Acting Clerk

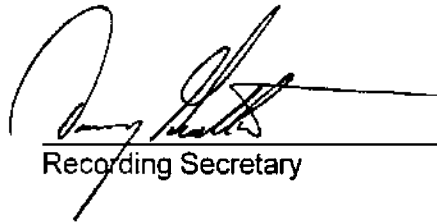
TOWN OF WOODSTOCK EMPLOYEES,
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 719



As to the signatures of the
Town of Woodstock Employees,
Canadian Union of Public Employees
Local No. 719



President



Recording Secretary

Appendix A Wages

2022 = 3.5% + \$2 increase to replace Shift Differential (AMC Level 1, AMC Level 2, Pool, Fieldhouse & Fire Truck Drivers).

2023 = 3%

2024 = 3%

	3.5%	3%	3%
	2022	2023	2024
Equip Op 1	\$ 25.30	\$ 26.05	\$ 26.84
Equip Op 2	\$ 25.52	\$ 26.29	\$ 27.08
Equip Op 3	\$ 25.78	\$ 26.56	\$ 27.35
Utility Op 1	\$ 25.78	\$ 26.56	\$ 27.35
Utility Op 2- One Course	\$ 26.04	\$ 26.82	\$ 27.63
Utility Op 3- Two Courses	\$ 26.30	\$ 27.09	\$ 27.90
Utility Op 4- Three Courses	\$ 26.56	\$ 27.35	\$ 28.18
Utility Op 5- Four Courses	\$ 26.82	\$ 27.62	\$ 28.45
Utility Op 6- Level 1 Certification	\$ 27.85	\$ 28.69	\$ 29.55
Utility Op 6- Level 2 Certification	\$ 28.89	\$ 29.75	\$ 30.65
Mechanic	\$ 26.04	\$ 26.82	\$ 27.63
Lead Hand AMC 1	\$ 26.33	\$ 27.12	\$ 27.93
Lead Hand AMC 2	\$ 26.85	\$ 27.65	\$ 28.48
Lead Hand AMC 3	\$ 27.37	\$ 28.19	\$ 29.03
Lead Hand AMC 4	\$ 27.88	\$ 28.72	\$ 29.58
Lead Hand AMC 5	\$ 28.40	\$ 29.25	\$ 30.13
AMC Level 1	\$ 22.48	\$ 23.16	\$ 23.85
AMC Level 2	\$ 23.52	\$ 24.22	\$ 24.95
Fire Truck	\$ 27.78	\$ 28.62	\$ 29.47
Lifeguard FT	\$ 20.52	\$ 21.13	\$ 21.77
Lifeguard PT	\$ 19.52	\$ 20.10	\$ 20.70
Field House	\$ 16.23	\$ 16.72	\$ 17.22

APPENDIX B
CLASSIFICATIONS

Ayr Motor Classifications- Recreation & Community Services

Lead Hand

Maintenance Cleaner Level 1

Responsibilities

- Perform custodial services required to maintain AMC facilities (pool, arena, fitness center, meeting rooms).
- Perform custodial services required to maintain recreation amenities, and
- Turf/landscape maintenance

Maintenance Cleaner Level 2

- Responsibilities of Level One (1) Maintenance.
- Monitor, troubleshoot and maintenance of systems within Recreation and Community Services Department.
- Ice installation and maintenance.
- Operation of Zamboni, mower and tractor system, and
- Perform stand by Saturdays and Sundays from 12:00 hours until 0700 hours, and during vacation of Lead Hand.

*Eligible training, must be approve by Department Head

- Maritime Operator Level 1
- Maritime Operator Level 2
- Playground Inspector Certification
- Pool Operators Certification

Public Works Department Classifications

Labourer

- Must maintain a valid class 5 driver license.
- Must be willing to attend Town funded safety courses.
- Must be fit and willing to do various tasks associated within the Public Work's Department. (Flagging, general construction, trash clean up, trash pump operation, carpentry under supervision).
- Labours will not operate trucks/equipment but may operate up to one (1) ton truck, and
- Labourers involved in training for trucks larger than one ton may operate such truck but shall be covered by an operator with appropriate classification, except for when training is provided by a private agency.

Equipment Operator 1 (EO1)

- Must be willing and able to perform the duties of Labourer as required.
- Must maintain a valid Class 5E driver's license (air brake).
- **Must be able to competently and safely operate the following pieces of equipment;**

- Ford tractor and all attachments.
- Asphalt Roller.

Equipment Operator 2 (EO2)

- Must be willing and able to perform the duties of Labourer, EO1 as required.
- Must maintain a valid class 5E driver's license (air brake).
- Must be able to competently and safely operate the following pieces of equipment;
 - Single Axle Truck;
 - Street Sweeper;
 - Front End Loader (bucket, pusher, plow w/wing) in a controlled environment, and
 - Backhoe with all attachments in a controlled environment,
 - **Sidewalk plow with all attachments (Willie, Trackless),**

Equipment Operator 3 (EO3)

- Must be willing and able to perform the duties of Labourer, EO2 as required.
- Must maintain a valid class 3 drivers license (air brake).
- Must be able to competently and safely operate the following pieces of equipment;
 - Front End Loader with all attachments, in all environments.
 - **Salt Truck with Sweep;**
 - Backhoe with all attachment in all environments, and
 - Tandem truck with all attachments in all environments.

Utility Operator

- Regular member of the Water & Sewer Departments.
- Willing to take training and certification to meet Towns needs under the ATO.
- Be willing and able to act as Labourer, EO1, EO2, EO3 when required

Note:

Where competent and safely reads, it shall be determined by the Director/Superintendent of Public Works.

Number of employees in each classification will be determined by Director/Superintendent.

Controlled Environment shall be an area where there is limited chance for pedestrian/vehicular traffic.

Mechanic

- Perform the duties of a mechanic on all TOW vehicles
- Act as Labourer, EO1, EO2, EO3 when needed/available

Fire Truck Driver

- Maintain a valid Class 3 driver licence

LETTER OF UNDERSTANDING

between

TOWN OF WOODSTOCK

and


CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 719

PART-TIME EMPLOYEES

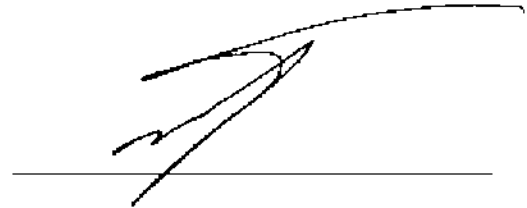
1. A part-time employee shall be eligible for pension benefits as defined in the Town of Woodstock pension plan.
2. A part-time employee may opt to join group health and group life insurance programs where eligible and the employee shall pay 50% of the cost on a prorated basis according to hours worked.
3. A part-time employee shall gain seniority during term of employment with respect to recall, permanent positions and shall earn prorated benefits, but shall not be considered a regular or permanent employee.
4. A part-time employee shall pay union dues.
5. A part-time employee shall be paid for actual hours worked at the regular rate of pay as per Item No. 1 for a maximum of **40 hours per week**.

Signed this 1 day of DECEMBER, 2022.

FOR THE EMPLOYER:



FOR THE UNION:



AGREEMENT

between

TOWN OF WOODSTOCK
"The Town"

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 719
"The Union"

This agreement is the sole document and agreement between the parties on the matter of contribution rates for the Municipal Employees Pension Plan existing and covering the employees of the Union.

It is agreed by the parties that:

1. The following percentage rate shall be the contribution rates of the Union Membership enrolled in the Municipal Employees Pension Plan:

January 1, 2022 to December 31, 2024 - 9 %.

2. This agreement expires on December 31, 2024.

DATED at Woodstock, New Brunswick this 30 day of NOVEMBER, 2022.

**Memorandum of Understanding
With Regards To
Temporary Employees
Local 719/Town of Woodstock**

The Town of Woodstock and Local 719 recognizes the need to hire temporary staff on occasion to fill in for vacant positions that may occur from extended leaves of absences from the permanent staffing complement. Therefore, the parties have agreed that the employee will have the rights to the Collective Agreement with the exclusion of:

1. Article 15: they will be paid an additional 4% on top of their regular wages as per the ESA or have the option to take time off.
2. Article 17: sick leave shall be as follows, temporary employees having completed one (1) month's continual service, shall be granted one and a quarter (1.25) sick leave with pay. Upon termination of employment sick days are non-accumulative and non-payable.
3. Article 19.
4. Article 20.
5. Article 24.
6. Article 25.
7. Article 26: they will be provided the minimal amount of clothing to perform the duties of their position, as required.

It is further understood that the temporary assignment can be terminated with two (2) weeks notice or can be extended an additional period of time with the agreement of the parties.

Dated this 30 day of November, 2022.

Signed:

Union

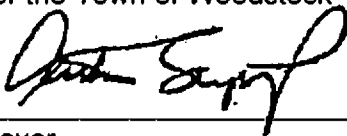


Employer

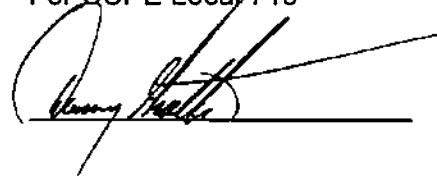


For the Town of Woodstock

Mayor



For CUPE Local 719



Chief Administrative Officer (CAO)



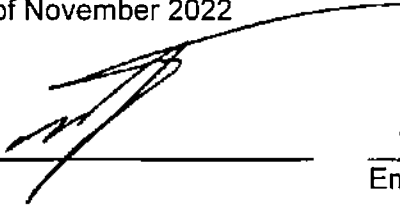
Letter of Intent

The Parties have agreed to form a clothing committee no later than March of 2023 to discuss option that may enhance the purchasing of clothing as per Article 26 of the Collective Agreement. If the parties are unable to come to an agreement on the enhancements, then the Collective Agreement language shall prevail. The union members for this committee will consist of one member from the Ayr Motor center, one member from the Fire Department and one member from Public Works / Water and Sewer.

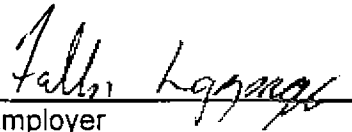
Dated this 30th of November 2022

Signed:

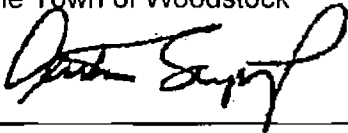
Union



Employer

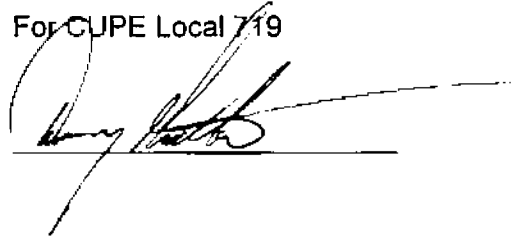


For the Town of Woodstock



Mayor

For CUPE Local 719



Chief Administrative Officer (CAO)

