COLLECTIVE AGREEMENT

between

SUSSEX

and

CUPE LOCAL 2163
(OUTSIDE WORKERS)

JANUARY 1, 2026 – DECEMBER 31, 2028

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THIS **AGREEMENT** made this 19th day of **March 2026** is to commence on the 1st day of January **2026** until December 31, **2028**

BETWEEN **SUSSEX,** hereinafter called "The Employer"

AND **CANADIAN UNION OF PUBLIC EMPLOYEES** and its Local Union No. 2163, Sussex Outside Employees, hereinafter called "The Union"

ARTICLE 1 – PREAMBLE

1.01 Whereas it is the desire of both parties to this Agreement:

(i) To maintain and improve the harmonious relations and conditions of employment between the Employer and the Union.

(ii) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to wages, working conditions, services and employment.

(iii) To promote the morale, well-being and working conditions of all employees in the bargaining unit.

(iv) To provide exemplary employment and service to the ratepayers and residents of Sussex.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees set forth in the classifications of Appendix "A" attached hereto.

2.02 No employee or group of employees as defined in Article 2.01 shall be required or permitted to make any written or verbal agreement with the Employer which conflicts with the terms of this Collective Agreement.

ARTICLE 3 – DEFINITIONS

3.01 "Calendar Year" Calendar year is defined as the time period from January 1st to December 31st of the current year.

3.02 "Employee" means a person hired to perform work for the Employer.

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3.03 "Probationary Period" means the initial period of employment during which an employee is evaluated and considered for regular or temporary employment. The probationary period shall be **six (6)** months of actual work.

3.04 "Probationary Employee" means a person who has not completed the probationary period as defined in Article 3.03. A Probationary Employee is not subject to the provisions of this Collective Agreement with the exception of Union Dues deduction, seniority, wages, hours of work, overtime and Statutory Holidays. A Probationary Employee will be subject to a medical examination by a licensed medical practitioner before they are declared a Regular or Temporary Employee. During the Probationary Period a Probationary Employee may be declared a Regular Employee or a Temporary Employee provided that work performed during the Probationary Period is satisfactory to the Employer.

3.05 "Temporary Employee" means a person hired on an irregular or seasonal basis, and excludes students hired annually. A Temporary Employee must have completed the Probationary Period as defined in Article 3.03. A Temporary Employee is subject to all provisions of this Collective Agreement.

A Temporary Employee shall automatically become a Regular Employee after twelve (12) consecutive months of employment with the Employer and on the recommendation of the Head of the Department, except where such employee is hired specifically to replace a Regular Employee on an extended Sick Leave, Worker's Compensation or other approved Leave of Absence. If a Temporary Employee is subsequently hired as a Regular Employee, they shall be subject to the trial period outlined in Article 3.15 of the position that the employee applies for and time worked as a Temporary Employee shall be credited as accumulated seniority. This seniority time shall not include the time that the Temporary Employee worked specifically to replace a Regular Employee on an extended Sick Leave, Worker's Compensation or other approved Leave of Absence.

A Temporary Employee engaged for an employment term to serve to replace a Regular Employee on an extended Sick Leave, Worker's Compensation or other approved Leave of Absence shall require CUPE Local 2163 approval, which approval shall not be reasonably refused in maintaining staff readiness complement during the CUPE Member's absence.

A Temporary Employee is not subject to the Employer's benefits however this position shall be subject to CUPE Local 2163 dues as determined at the time of the employment term.

3.06 "Regular Employee" means an employee hired on a full-time basis to perform work which is required for the normal, ordinary and uninterrupted provision of regular services assumed by the Employer. A Regular Employee must have completed the Probationary Period as defined in Article 3.03.

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3.07 "Layoff' is defined as a reduction in the work force.

3.08 "Day" means working day except where otherwise stated in the Collective Agreement.

3.09 "Leave of Absence" as per Article 28 means an approved absence from work with or without pay.

3.10 "Extreme Emergency"

(i) "Emergency" means something not known twelve (12) hours in advance.

(ii) and shall mean a snowstorm, sewer trouble, drinking water trouble, flooding where damage of property is extensive or any other situation whereby Sussex declares a State of Local Emergency, or in the event of a national emergency.

3.11 "Seniority" means the length of service with the Employer and shall be a factor in determining promotions, transfers, demotions, layoff and recall as set out elsewhere in this Collective Agreement.

3.12 "Sick Leave" means the period of time an employee is permitted to be absent from work without loss of pay when they are unable to perform their duties because of mental or physical illness, or an accident for which compensation is not payable under the *Workers' Compensation Act.*

3.13 "Family Care" means needed care for an employee's dependent family member. Additional situations may be covered by mutual agreement.

3.14 "Vacancy" means vacant positions in the Bargaining Unit shall be posted in accordance with Article 15 except that the Employer shall retain the exclusive right to determine whether or not a position shall be filled.

3.15 "Chairperson" means a member of Council or a mutually agreed designated person from within the organization.

3.16 "Trial Period" means a three (3) month period of employment as a result of a change in classification of a Regular Employee, or as a result of a posting of a position during which time the employee receives the training required for the posted position. This Trial Period may be extended by an additional three (3) months if the Employer deems it necessary.

3.17 "Manager" means the Chief Administrative Officer of the Employer.

3.18 "Technological Change" means any significant change which the Employer may introduce in methods or machines which require new or greater skills than are possessed by employees under the present methods of operation.

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3.19 "Violence" means the attempted, threatened or actual conduct of a person that endangers the health and safety of an employee and includes a threatening statement, or threatening behaviour, that gives an employee reasonable grounds to believe that the employee is a risk to their safety.

3.20 "Plural or feminine, or masculine" means plural or feminine terms may apply whenever the singular, masculine or feminine is used by this Agreement. It shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so requires.

ARTICLE 4 – MANAGEMENT'S RIGHTS

4.01 All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

4.02 Without limiting the generality of the foregoing it is agreed that the Employer has the exclusive right to:

(i) hire, transfer, classify, promote, demote, discharge, discipline and assign employees;

(ii) be the sole judge of the qualifications of employees;

(iii) determine the number and duties of employees required from time to time;

(iv) maintain order, discipline and efficiency; and

(v) determine schedules, methods, sequences and locations of operations.

ARTICLE 5 – EMPLOYEE RIGHTS

5.01 Each of the parties hereto agrees that employees shall enjoy a workplace free from discrimination, interference, restriction or coercion exercised or practiced against said employees for any reason.

5.02. It is agreed that the Federal *Human Rights Act* and the New Brunswick *Human Rights Act* of the Province of New Brunswick will apply to this Collective Agreement.

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ARTICLE 6 – DISCIPLINE, SUSPENSION OR DISCHARGE

6.01 Notice
Any written notice required to confirm disciplinary action will be hand delivered or sent by registered mail to the employee with a copy to the Union.

6.02 The Employer shall notify an employee in person of any expressions of dissatisfaction covering their work within three (3) working days of the **Town's having become aware of the incident or** the complaint **giving rise to the potential disciplinary action, and shall include notice of a hearing. This notice must be delivered no later than 60 days after the incident or complaint giving rise to the potential disciplinary action. Such notice shall include:**

(a) The date, time, and location of the hearing; and

(b) The particulars of the incident or complaint giving rise to the potential disciplinary action.

The employee and the Department Head (or their designate) shall be entitled to have a representative present at such meeting. If necessary, written notice of dissatisfaction will be given within three (3) working days of this hearing. The notice shall include particulars of the work performance which led to such dissatisfaction. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to their work. The employee's reply to such complaint, accusation or expression of dissatisfaction will become part of their record. The personnel file of any employee shall be open to review by that employee at their request, after due notice to the Department Head by the employee. After twenty-four (24) months, all written warnings or suspensions shall not be used against the employee in disciplinary measures, providing the employee has no reoccurrence during their twenty-four (24) month time limit.

6.03. The Department Head or their designate shall have the power to discipline, suspend or discharge a Regular or Temporary Employee for just cause. The Department Head or their designate will conduct a hearing with the employee within three (3) working days of the alleged event. The employee and the Department Head (or their designate) shall be entitled to have a representative present at such meeting. If necessary, written notice of discipline, suspension or discharge will be given within three (3) working days of this hearing.

6.04 Within seven (7) working days from the written notice of discipline, suspension or discharge, the employee shall be entitled to a hearing before the Manager. The employee and the Manager shall be entitled to have a representative present at such meeting. If the Manager's decision is not acceptable to the employee, Article 7.03 and 7.04 of the Grievance Procedure shall be omitted.

6.05 An employee found to be unjustly suspended or dismissed shall be immediately reinstated in their former position without loss of seniority or pay. This pay shall be paid to them, at the end of the next complete pay period following their reinstatement or by any other arrangement which provides compensation for loss of benefits other than pay and / or including pay which is just and equitable in the opinion of an Arbitrator or Board of Arbitration, if the matter is referred to such a Board of Arbitration or Arbitrator.

6.06 When a Department Head or their designate intends to discipline or suspend an employee, The Employee has the right to have their shop steward present. The employee must be so informed of this right by management. An employee being dismissed shall have Union representation present at this disciplinary meeting.

6.07 The Employer and the Union recognize that in matters of discipline the Employer shall maintain the existing procedure for disciplinary matters. Such procedures will not infringe upon the rights the employee is entitled to as described in this Article.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 Where an employee feels themself aggrieved by the interpretation or application in respect to themself of a provision of a statute or regulation, by-law, discipline or dismissal without just cause, 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 and where the employee has the written consent of the Union respecting any grievance relating to interpretation or application of this Agreement, the following procedure shall apply:

7.02 The Chairman of the Union Grievance Committee and the Shop Steward shall not leave their duties to investigate a grievance without first obtaining the permission of the appropriate Department Head. Such permission will not be unreasonably withheld. The Chairman of the Grievance Committee and the Shop Steward shall suffer no loss of pay or seniority for time granted to investigate a grievance provided permission has been obtained in advance.

7.03 Step One - Within ten (10) days after the alleged grievance has arisen or the employee became aware or should have become aware of the grievance, the employee may present this grievance in writing, either by personal service or by mailing by Registered Mail to the person designated by the Department Head as the first level in the Grievance Procedure. If the employee receives no reply or does not receive satisfactory settlement within five (5) days from the date on which they presented their grievance to the person designated as the first level in the Grievance Procedure, the employee may proceed to Step Two.

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7.04 Step Two - Within ten (10) days from the expiration of the five (5) day period referred to in Step One, the employee may present their grievance in writing at the second level of the Grievance Procedure, either by personal service or by mailing by Registered Mail to the Manager who shall consult with Labour / Management Committee before decision is rendered at this step. Any settlement proposed by the Employer at Step One and any replies must accompany the grievance when it is presented at Step Two. The Manager shall reply to the grievance in writing to the employee within ten (10) days from the date on which the grievance was presented at Step Two.

7.05 Step Three - Failing satisfactory settlement within ten (10) days after submission under Step Two, the grievance shall be submitted to the Sussex Town Council in writing and accompanied with any decisions rendered in Steps One and / or Two. The Council shall render its decision in writing within ten (10) days from the receipt of the grievance and shall be the final step in the grievance procedure.

7.06 Step Four - Failing satisfactory settlement within twenty (20) calendar days of the date on which the employee should have received a reply at Step Three of the grievance procedure, the employee may refer their grievance to Arbitration.

7.07 In any case where the employee presents their grievance in person or in any case in which a hearing is held on a grievance at any level of the Grievance Procedure, the employee may be accompanied by a representative of the Union.

7.08 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays and 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.

7.09 Any matter giving rise to a dispute directly between the Union and the Employer or any grievance resulting in loss of pay shall be commenced at Step Two of the Grievance Procedure.

7.10 An employee may withdraw a grievance at any point in these proceedings.

7.11 The parties may mutually agree in writing to extend the time limits specified herein.

7.12 Arbitration
The provisions of the *Industrial Relations Act* and regulations of the Province of New Brunswick shall apply to grievances lodged under the terms of this Agreement.

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ARTICLE 8 – THIRD PARTY ASSISTANCE

8.01 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 Employer.

8.02 The Employer shall have the right at any time to have the assistance of such advisors or consultants as it deems necessary when dealing or negotiating with the Union.

ARTICLE 9 – JOB DESCRIPTION

9.01 The Employer agrees to maintain Job Descriptions for all positions and classifications as identified in Appendix "A" during the term of this Agreement and provide the Union with a copy. The Employer also agrees to discuss with the Union any changes to be made to the Job Descriptions, so as to provide an opportunity for input prior to the changes being adopted. All job descriptions are subject in their entirety or in part to the approval of the Sussex Town Council.

9.02 The Employer agrees within nine (9) months of the signing of this collective agreement to complete a review and update of all Job Descriptions for all job classifications identified in Appendix "A" of this agreement.

ARTICLE 10 – UNION DUES DEDUCTION

10.01 The Employer agrees to deduct weekly dues from the wages of Probationary, Regular and Temporary Employees covered by this Collective Agreement.

10.02 The Employer shall forward to the Secretary-Treasurer of the Union weekly dues deducted on behalf of all Probationary, Regular and Temporary Employees with an accompanying list of the names of employees from whose wages the deductions have been made.

10.03 The Employer agrees to make such deductions from the weekly pay of each employee and to forward same to the Secretary-Treasurer not later than the fifteenth (15th) day of the succeeding month.

10.04 The Union assumes full responsibility for the disposition of sums remitted to it in accordance with this article and agrees to indemnify and hold the Employer harmless from any action arising out of the disposition of the funds after receipt thereof.

10.05 The Employer shall type the amount of Union dues on the Income Tax (T-4 slips) paid by the Employee during the previous year.

10.06 The Employer agrees that all Probationary, Regular and Temporary Employees covered by this agreement shall become members of the Union within thirty (30) days of employment with the Employer.

ARTICLE 11 – LABOUR / MANAGEMENT COMMITTEE

11.01 Establishment of the Labour Management Committee
A Labour / Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer and a Chairperson appointed by Sussex Town Council. This Committee shall enjoy the full support of both parties to this agreement in the interest of maximum service to the residents and ratepayers of Sussex.

Both Parties to this agreement agree from time to time it may be necessary for either the Union or the Employer, or both, to engage in additional committee members for those meetings where it may be necessary to assist in the timely discussion and resolution of issues or concerns arising out of the Function of the Committee outlined below. Both parties shall have open access to a request for additional support and resources from either party to this agreement to provide clarity and timely resolution of issues arising out of the articles supported under this collective agreement.

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

(i) considering constructive criticism of all activities so that better relations shall exist between the Employer and employees;

(ii) increasing operating efficiency and economy by promoting labour / management cooperation;

(iii) improving service to the public;

(iv) promoting safe and sanitary work practices and the observance of safety rules;

(v) reviewing suggestions from employees;

(vi) promoting education and training of staff; and

(vii) reviewing any matters of mutual concern

11.03 Meeting of Committee
The Committee shall normally meet monthly unless a special meeting is requested by either party.

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11.04 Both parties agree that a record and a system of recording monthly overtime shall be administered by the Labour Management Committee pursuant to a policy developed and approved by each party to this agreement.

ARTICLE 12 – SAFETY COMMITTEE

12.01 The parties recognize that the *Occupational Health and Safety Act* applies to Safety Committee, unless determined otherwise by the *Act*. Two (2) employee representatives from the union shall be included on the Employer's Joint Health and Safety Committee, unless determined otherwise by the *Act*.

12.02 The Union and the Employer shall cooperate in continuing and perfecting all safety measures now in effect.

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

12.04 The Safety Committee shall hold meetings monthly to be scheduled prior to the Labour/Management Meetings. All unsafe or dangerous conditions shall be discussed. Minutes of all Safety Committee meetings shall be kept and copies shall be sent to the Employer, the Union, and WorkSafeNB.

12.05 Time spent by employees during regular hours of work in performance of their duties as members of the Safety Committee shall be considered as time worked and payment shall be on the basis of straight time.

12.06 Violence Policies and Procedures
The Employer agrees to develop policies and procedures to deal with violence in the workplace. The policies will address the prevention of violence, the management of violent situations and the provisions of resources, including legal assistance if necessary and support to employees who have laced violence. The policies and procedures will be part of the employees' health and safety policy, and written copies shall be provided to each employee.

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The policies and procedures shall include but not limited to:

(i) Provisions of adequate information about pervious violent behaviour to employees;

(ii) Adequate arrangements to investigate cases where violence and assaults against employees have occurred; and

(iii) Provision for joint Union / Employer Heath and Safety Committees to review the effectiveness of anti-violence policies.

12.07 Training

The Employer agrees to provide training and information on the prevention of violence to staff and to all employees who come in contact with potentially aggressive persons. The training program will, when practical, include opportunities for participation by Union instructors. All employees working in areas where there is a risk of violence shall be trained with a course including but not limited to:

(i) Causes of violence;

(ii) Factors that precipitate violence;

(iii) Recognition of warning signs;

(iv) Prevention of escalation;

(v) Controlling and defusing aggressive situations, and

(vi) Details of Employer's Policy, measures and procedures to deal with violence and the availability of legal counsel and supportive counselling.

The Employer agrees to provide adequate time and resources for this training. The Employer shall pay their regular rate of pay as set out in the collective agreement while they undergo such training or any subsequent training. Shift premiums or overtime rates for training purposes shall not apply.

12.08 No Discrimination or Dismissal

The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee who is the victim of a violent incident arising while in the performance of their assigned work.

ARTICLE 13 – SENIORITY

13.01 Seniority shall be forfeited by any employee of the Employer for any of the following:

(i) Voluntarily leaving the employment of the Employer;

(ii) Discharge for cause and is not reinstated; or

(iii) Failing to return to work after having been notified by the Employer, by personal advice or Registered Mail, that employment is available, unless satisfactory explanation is furnished within five (5) days.

13.02 Seniority List

An up-to-date Seniority List for both Regular and Temporary Employees of the Bargaining Unit shall be sent to the Union and posted on all bulletin boards in July of each year.

13.03 Seniority Status

Any employee may protest their Seniority status if they submit proper notice in writing within thirty (30) days of the date Seniority lists are posted. When proof of error is presented by an employee, the error shall be corrected and, when so corrected, the agreed Seniority date shall be final.

ARTICLE 14 – LAYOFF AND RECALL

14.01 In the event of layoff, employees shall be laid off in the reverse order of their Bargaining Unit wide seniority.

14.02 The Employer shall notify Regular Employees who are to be laid off thirty (30) working days and Temporary Employees ten (10) working days prior to the effective date of layoff, or award pay in lieu thereof, unless-a-greater-period of notice is required by legislation, in which case such greater period of notice or pay in lieu thereof, shall be given.

14.03 When new work becomes available following a layoff, employees shall be recalled in the order of their seniority provided they have the ability to perform the new work following a training period. The Employer shall give notice of recall by Registered Mail to the last recorded address of the employee and it shall be the responsibility of the employee to notify the Employer of any change in their mailing address. the employee shall return to work within five (5) days from the time that they receive notice or recall unless they are not reasonably able to do so.

14.04 No new employee shall be hired until those laid off have been given the opportunity of recall.

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14.05 There shall not be any contracting out of work of the Bargaining Unit while employees are on layoff.

ARTICLE 15 – VACANCIES

15.01 Vacancies / Postings

(i) When a position is created or when a vacancy occurs that falls within the jurisdiction of the Bargaining Unit, the Employer shall notify the Secretary-Treasurer of the Union in writing and post such notice of the position on all bulletin boards for a minimum period of seven (7) days.

(ii) Such notice shall contain the following information: nature of position, qualifications, desired abilities, education, shift and rate.

(iii) Consideration will be given to all current employees for a vacancy regardless of the employees current position within the Bargaining Unit.

15.02 Outside Advertising

(i) When a vacancy occurs, no outside advertisement for any position shall be placed until the applications of present full and part time union members have been processed.

(ii) Notwithstanding the above, and when time is of the essence, outside advertising may occur if it has been determined through mutual agreement between the Employer and the Union that either,

(a) No one within the Bargaining Unit wishes, or is able, to fill the open position, or,

(b) Another employee can be hired while other internal postings are taking place. This employee would only be considered for internal postings while on probation if no regular employee has applied.

15.03 Role of Seniority in Promotions and Transfers

The Employer and the Union recognize the principle of promotions and transfers within the service of the Employer. In filling vacancies candidates will be assessed on qualifications and the ability to perform the duties required of the position. Where qualifications and ability are equal, Seniority shall govern.

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15.04 Temporary assignments of less than eight (8) months shall be posted for seven (7) days as an expression of interest and awarded to the senior qualified applicant. In filling temporary vacancies candidates will be assessed on qualifications and ability to perform the duties required of the position. Where qualifications and ability are equal, seniority shall govern. Any temporary position shall be subject to 30 day probation period to assess compatibility of the candidate assigned to the temporary assignment. Both parties agree should the employee wish to vacate the temporary assignment the return to their former classification shall be granted by the employer.

15.05 Trial Period
The successful applicant shall be notified after the end of the posting period. The employee shall be given a trial period of three (3) months during which time the employee will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause before it has run its full course. Conditional upon satisfactory service, the employee shall be assigned to the position after the period of three (3) months trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period. The employee shall be returned to the employee's former position and wage rate without loss of Seniority.

15.06 Notification of Employee and Union
Within seven (7) calendar days of the date of appointment to a position, the name of the successful applicant shall be sent to each applicant and a copy posted on bulletin boards as well as a copy to the Secretary-Treasurer of the Union.

15.07 Department Head Recommendation
The Department Head concerned shall make a recommendation to a Committee of Council for the Employee for promotion or appointment within twenty-five (25) days from the date of closing of the first bulletin. If further time is required, it shall be mutually agreed upon.

15.08 Council's Decision
The recommendation for appointment or promotion, made to the Committee of Council by the Department Head concerned, shall be forwarded to the Employer at the next regularly scheduled Council meeting for consideration.

ARTICLE 16 – TECHNOLOGICAL CHANGE

16.01 The Employer shall have the exclusive right to introduce technological change and to introduce any significant change at its sole discretion by introducing methods and machines into its operations and services.

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16.02 Advance Notice
The Employer agrees to provide at least thirty (30) calendar day's notice to the Bargaining Unit of a significant change in employment status of an employee resulting from the introduction of any major technological change.

16.03 Training
The Employer shall provide an affected employee, at the Employer's expense, a period not exceeding two (2) years to perfect or acquire the skills necessary to function in the new method of operation.

16.04 Income
There shall be no change in the hourly rate of any such employee during the training period other than outlined in **Appendix** "A": and there shall be no reduction in pay should any such employee be reclassified to a different classification.

ARTICLE 17 – TEMPORARY ASSIGNMENT

17.01 An employee required to temporarily fill a position with a higher wage rate than that of their regular work shall receive the higher rate for a minimum of four (4) hours while so employed. An employee required to temporarily fill a position with a lower rate than that of their regular work shall not suffer any reduction in pay.

17.02 An employee, after six (6) months continuous employment at a higher rate of wages than that paid for their regular work, shall be reclassified except in the case of filling in for an employee who is on a Leave of Absence or Sick Leave. Nothing in this article shall entitle an employee to retain a rate of pay in effect prior to being reclassified to a lower job classification.

ARTICLE 18 – HOURS OF WORK

18.01 The regular working hours of all employees shall be eight (8) hours per day and forty (40) hours per week, on the following basis:
(i) 7:30 a.m. to 12 noon,

(ii) 12:30 p.m. to 4:00 p.m.,

(iii) Monday to Friday.

18.02 All employees shall be permitted a fifteen (15) minute rest period midway in the first and second half of eight (8) hours of work. The place taken for rest period will be at the discretion of the supervisor.

18.03 The hours of work of employees covered by this agreement shall be varied when circumstances have a bearing on the work to be performed **(i.e. arena operations, flushing program, and any other circumstance deemed necessary by the employer)**. All Employees shall be given a two (2) week written notice of a shift change.

18.04 Both Parties to this agreement shall consult and formally agree to work schedule changes prior to implementation.

18.05 An employee shall not change their scheduled day or days off with another employee unless prior approval is given by the Employer.

18.06 Arena Operations

(i) The regular working hours per week for employees assigned to arena operations for the ice season shall be forty-two and one half (42 1/2) hours per week and shall include a paid meal period of one half (1/2) hour per shift.

(ii) Employees shall be allowed a time period during the middle of their shift for meals and the employee shall not be permitted to leave the building during this meal period.

ARTICLE 19 – OVERTIME

19.01 All time worked beyond the regular workday or regular workweek shall be deemed to be overtime:

(i) Overtime where an employee is called out to work after the regular work day, will be considered a 'Call Out'.

(ii) Overtime which continues immediately after the regular workday will be considered 'Continuous'.

(i) Overtime worked as a result of a request during regular hours but not continuous with regular hours will be considered 'Scheduled'.

19.02 Rates

(i) Overtime shall be paid at the rate of one and one half (1 1/2) times the regular hourly rate of an Employee in accordance with Appendix "A".

(ii) Any employees required to work on a Statutory Holiday according to Article 21.01 shall receive two (2) times their regular hourly rate for any hours worked, plus the regular wages for that day for the days outlined in Article 21.01 if the statutory holiday falls on a normal working day.

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(iii) Any employee required to work on a day designated as the statutory holiday in their normal work week shall receive one and one half (1 1/2) times their regular hourly rate for the hours worked that day, plus the regular wages for that day.

(iv) If the rate for which the hours worked is higher than the employee's regular rate, the employee will be paid based on the higher rate.

19.03 Departmental Division

(i) Overtime shall be divided by department. Overtime shall be divided by department:

- Works Department overtime will be completed by Works Department employees.

- Community Services overtime will be completed by Community Services Department employees.

- Water and Wastewater overtime will be completed by Water Department employees with the exception of the winter maintenance program which does encompass these employees

19.04 Both parties to this collective agreement agree that overlap can occur in certain instances, and where possible will be administered as follows:

Overtime Procedures (conditions) by Type:

(a) Call Out

(i) A call out shall be on a rotational basis. If a specific skill or qualification is required that only certain employees posses, the current call out list will remain as is with the call out occurring outside of the rotation. If the call out is due to winter maintenance operations where the full assigned crew is required, it will occur outside of the rotation to allow employees to operate assigned equipment.

(ii) An employee shall be paid for a minimum of three (3) hours at the appropriate overtime rate for a call out.

(iii) **The** Employer shall pay an employee in increments of fifteen (15) minutes for any overtime work beyond the initial three **(3)** hours of overtime.

(b) Continuous

(i) An employee who works continuously with their shift after normal quitting time shall be paid a minimum of one (1) hour at the appropriate overtime rate, and subsequently in increments of fifteen (15) minutes for such extra time.

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(ii) When work is required to continue, the seniority list will be followed in selecting those who will stay. However, it is expected that employees currently working on a project that does not conclude at the end regular time will have the opportunity to continue the work into overtime if management decides the job is to be finished that day. If a change of employees is required due to availability, the work will be assigned / offered in the order of seniority followed by assignment of employees in reverse order of seniority by the Employer until a full complement of required employees is assigned. If the overtime is due to a snowstorm, or snow removal, every effort will be made to allow assigned employees to operate their assigned equipment.

(c) Scheduled

(i) An employee who works scheduled overtime will be paid a minimum of two (2) hours overtime at the appropriate overtime rate. Any work beyond the initial two (2) hours will be paid in fifteen (15) minute increments.

(ii) Scheduled overtime will follow the seniority list unless a specific skill or qualification is required that only certain employees possess. If the overtime is due to a snowstorm, or snow removal, where the full assigned crew is required, it will occur outside of the seniority list to allow employees to operate assigned equipment.

(d) Events Requiring Multiple Shifts

(i) These events shall be identified as follows:

- **NBAAC Flea Market**
- **Atlantic International Balloon Fiesta, and**
- **any other event deemed as such by the employer**

(ii) Overtime for scheduled events that require multiple shifts will be offered to all employees regardless of department. These shifts will be filled by rotation starting with the most senior employee and continue until all shifts are assigned.

19.05 Procedure for Filling Vacant Shifts

If after following the procedures above any shifts remain unclaimed, the Employer shall assign the vacant shift in reverse order of seniority to those employees trained and versed in the operation of the equipment or process necessary to perform the duties on that shift starting with the employees within the Department where the overtime originated.

19.06 Overtime and Scheduled Days Off

(i) Overtime will continue to be offered to employees on scheduled days off unless they request not to be called during their scheduled days off. This request shall be made in writing prior to commencing time off.

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(ii) **When taking days off, an employee is considered off from 7:30 a.m. of the start date to 7:30 a.m. of the return date, regardless of how many days are used at that time.**

(iii) **Scheduled days off will include vacation, saved or banked days, bereavement leave, sick leave or any other booked time off.**

19.07 All employees shall report for overtime when successfully contacted, unless excused by the Employer.

19.08 The Employer agrees to maintain a monthly overtime roster list for all employees. This roster list will indicate the overtime hours that an employee works as well as indicate when an employee passes on an overtime opportunity and when an employee is not available. When an employee passes on an overtime opportunity due to lack of skill or qualification, no record of that pass will be kept.

19.09 If, during an Emergency, an employee in the Bargaining Unit is required to stand by, standby time shall be compensated at the rate of one (1) overtime hour pay per four (4) hours of standby. No employee will be expected to stand by unless first notified by the Employer of this need.

19.10 An employee may request to bank overtime worked. The employee shall inform the Employer of their preference of banking time or receiving overtime pay by showing this request on the time sheets that are submitted for the pay period during which the overtime was worked.

(i) The Employer shall pay the employee the banked time at the rate at which it was earned by the employee if payout is required.

(ii) The Employer agrees to grant banked time off to an employee at the discretion of the immediate supervisor. Such permission will not be unreasonably withheld as long as the resulting staffing levels allow.

(iii) An employee desiring to cash out any banked overtime accumulated shall receive all monies so requested in the pay period during which the employee presented the request to the Employer provided that the employee indicates their desire before the time when the time sheets are submitted for a pay period.

(iv) The Employer shall pay the employee all remaining banked overtime owed during the last pay period in December of the current calendar year.

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ARTICLE 20 – MEAL ALLOWANCE

20.01 In the case of Call Outs,

(i) after four (4) hours of overtime is completed, the Employer shall provide an employee with a meal allowance in accordance with Article 20.05. If the employee is required to work beyond four (4) hours to complete work a paid meal period of fifteen (15) minutes will be given. The next four (4) hours of overtime commences when the fifteen (15) minutes paid meal period expires.

(ii) If the employee is required to work another four (4) hours to complete work, the Employer shall provide an employee with a meal allowance in accordance with Article 20.05. If the employee is required to work beyond this four (4) hours to complete work, a paid meal period of thirty (30) minutes will be given. This cycle would continue with every second meal period being thirty (30) minutes.

20.02 In the case of Continuous Overtime,

(i) If an employee continues to work two (2) hours after the employee's regular hours of work the Employer shall provide the employee with a meal allowance in accordance with Article 20.05. If the employee is required to work beyond the initial two (2) hours to complete work at a paid meal period of thirty (30) minutes will be given.

(ii) If an employee continues to work another three (3) hours, the Employer shall provide the employee with a meal allowance in accordance with Article 20.05. If the employee is required to work beyond this three (3) hour period to complete work, a paid meal period of fifteen (15) minutes will be given. This cycle would continue with every second meal period being thirty (30) minutes.

20.03 In the case of Scheduled Overtime,

(i) After four (4) hours of continuous work is completed, the Employer shall provide an employee with a meal allowance in accordance with Article 20.05 on meal allowance expenses and a paid meal period of fifteen (15) minutes if the employee is required to work beyond the four (4) hours to complete work at the Employers request. The next scheduled four (4) hours of overtime commences when the fifteen (15) minute paid meal period expires.

(ii) If the employee is required to work another four (4) hours to complete work, the Employer shall provide an employee with a meal allowance in accordance with Article 20.05. If the employee is required to work beyond this four (4) hours to complete work, a paid meal period of thirty (30) minutes will be given. This cycle would continue with every second meal period being thirty (30) minutes.

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20.04 An employee who has completed two (2) hours of continuous overtime immediately before the employee's regular hours of work due to a Call Out or Scheduled Overtime, shall be entitled to a meal allowance in accordance with Article 20.05 and the employee shall be entitled to a fifteen (15) minute rest period at the commencement of the employee's regular shift.

20.05 All employees subject to this collective agreement for work performed in their regular in town duties shall be entitled to a **twenty-five**-dollar **($25)** meal allowance in accordance with Article 20.

20.06 All employees subject to this collective agreement, while on a training course or seminar outside of Sussex, for meals not already covered by the course or seminar, shall be entitled to the allowances as outlined in Article 20.05.

20.07 Each employee who claims a meal outlined in Article 20 shall complete a claim form approved by the Employer and the claim shall be processed and paid on the employee's next payroll advise for each or all meal allowances in that pay period while traveling out of Sussex.

ARTICLE 21 – STATUTORY HOLIDAYS

21.01 The Employer recognizes the days listed below as paid statutory holidays.

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

as well as any other day approved and proclaimed as a holiday by the Federal, Provincial or Municipal authorities.

21.02 In order to be eligible for pay for any Statutory Holiday an employee must have worked on the regular working day immediately preceding that holiday and on the regular working day immediately following that holiday unless on approved leave of absence.

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21.03 Should a Statutory Holiday fall on an employee's regularly scheduled day off, the employee shall receive another day off with pay consecutive to the Holiday. If scheduling for shift workers does not allow the additional day off to be taken consecutive to the Statutory Holiday, it shall be taken off at a time mutually agreed upon.

21.04 The Employer shall grant the employee one day off to be taken as a floater at a time mutually agreed upon between the Employer and the employee.

ARTICLE 22 – VACATIONS

22.01 Vacation Year
The vacation year is the period of time from January 1st to December 31st in the calendar year.

22.02 Vacation Entitlement Calculation
The vacation entitlement of a Regular Employee shall be calculated on the number of years of service as of January 1st following the date of approval as a Regular Employee. When a Regular Employee is hired or leaves the Employer before the end of a vacation year, the vacation entitlement due to the Regular Employee shall be prorated at the employee's entitlement at that time.

22.03 Temporary Employees shall be paid four percent (4%) vacation pay at time of lay off and / or at the end of each current year as outlined in provincial legislation.

22.04 Vacation Entitlement
Employees shall be entitled to the following annual vacation:

(i) less than one (1) year - **prorate** application of vacation entitlement of a day and a quarter (1 ¼) days per month.

(ii) after one (1) year - 15 days or 1 and 1/4 days per month.

(iii) after **seven (7)** years - 20 days or 1 and 2/3 days per month.

(iv) after **fourteen (14)** years - 25 days or 2 and 1/12 days per month.

(v) after twenty-five (25) years - 30 days or 2 and 1/2 days per month.

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22.05 Scheduling of Vacation

(i) Vacations shall be arranged between the employees and the Department Head on or before March 1st of the current year. Preference in choice of vacation dates by the employees shall be determined by seniority of service for the initial two (2) weeks of vacation entitlement.

(ii) The remainder of the vacation dates shall be chosen by the week, rotating by seniority until all entitlement has been exhausted. Final approval will be made by the Department Head.

(iii) For those vacation weeks taken prior to the March 1st arrangement with the Department Head those days approved and taken shall be deemed the employee's first choice of vacation entitlement. The remainder of the vacation dates shall require the approval of the Department Head.

22.06 When a Statutory Holiday as defined in Article 21 of this Agreement occurs during the employee's vacation they shall be entitled to one (1) additional day of vacation with pay and such day shall, at the employee's request, be given immediately prior to or immediately following their vacation period.

22.07 Vacation pay shall be paid at the employee's regular rate.

22.08 Any employee who becomes ill while on vacation or who sustains the loss of a family member as defined in Article 28 may claim Sick Leave or Bereavement Leave as may be the case. Where Sick Leave or Bereavement Leave is claimed, proof of eligibility shall be supplied when requested by the Employer.

22.09 On special occasions only, the Employer agrees to make every reasonable effort to allow employees, based on their seniority, to take more than two (2) weeks of a continuous vacation entitlement at the discretion of the Department Head.

22.10 Employees shall take vacation entitlement during the current year. If in the event vacations cannot be taken within the calendar year for unforeseen reasons, employees shall receive pay calculated in straight time in lieu of before December 31st of any calendar year.

ARTICLE 23 – SICK LEAVE PROVISIONS

23.01 All employees in the Union shall participate in the Sick Leave Plan established under this Collective Agreement.

23.02 Amount of Sick Leave

All employees shall be entitled to receive one and one half (1 1/2) days sick Leave per month. Employees will have no accumulation of sick days from year to year.

23.03 Use of Sick Leave

(i) Sick Leave shall be used for the waiting period before the employee is eligible for Employment Insurance Sick Benefits and for sick days which the employee does not claim for Employment Insurance Sick Benefits.

(ii) The employee shall be entitled to a maximum of fifteen (15) working days Sick Leave with pay prior to the start of the Employment Insurance Sick Benefits.

(iii) The employee who does not have enough credits to cover the waiting period or other sick days shall receive Sick Leave Credit for said sick days providing that the employee has not used their yearly entitlement of the amount of Sick Leave.

(iv) Family Care Leave

The Employer shall grant five (5) days per year leave of absence with no loss of regular earnings to an employee for family care leave. Use of these days shall be charged against an employee's sick leave bank and be conditional on the employee having such sick day credits available.

23.04 Proof of Illness

(i) The Employer has the right to investigate the use of Sick Leave and to require the employee to submit upon their return to work satisfactory medical evidence from a licensed medical practitioner. Such proof of illness shall be requested during the period of illness.

(ii) In the case of an extended illness beyond ten (10) days, an employee or the employee's representative, shall be required to provide and to file with the Department Head a medical report from a licensed medical practitioner on the condition of the patient. Subsequent reports will be required monthly while the employee is not working and shall be filed with the Department Head on the first working day of each successive month the employee is out on illness.

23.05 The employee shall be entitled to use Sick Leave for medical or dental appointments and for medical tests. Prior to such appointment, the employee shall notify the Employer a week in advance of such appointment except for specialists appointment and the employee shalt show proof of such appointment upon the employee's return to work.

23.06 The employee's Health Plans will be maintained in effect by the Employer during the period that the employee is off work because of an accident or occupational illness resulting from their employment and which is accepted as compensable by the Commission under the *Workers' Compensation Act*, and while an employee is on Employment Insurance Sick Benefits and while the employee is on Long Term Disability Insurance for a period not exceeding two (2) years.

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23.07 An employee discharged for cause or leaves the employment of the Employer shall forfeit all sick leave benefits.

23.08 An employee who is on Long Term Disability or on Worker's Compensation beyond a period of six (6) months shall not accumulate any vacation credits.

23.09 The Employer shall pay, no later than the last pay period of December of any calendar year, a payment in recognition of unused sick leave (less statutory deductions) to each employee who has not used paid sick leave during the prior twelve (12) months / calendar year as follows:

(i) Zero (0) Sick Leave used in the calendar year: $700.

(ii) 120 hours or more remaining in the calendar year: $550.

(iii) 100 hours or more remaining in the calendar year: $425.

(iv) 75 hours or more remaining in the calendar year: $200.

(v) Less than 75 hours remaining in the calendar year: $0.

For the purpose of the calculation of individual payment outlined in this section, the use of sick leave for a medical appointment, of reasonable duration, being either a doctor or a dentist, or both, for each employee shall be excluded from the calculation of the remaining hours pursuant to this section.

ARTICLE 24 – INSURANCE BENEFITS

24.01 The Employer shall provide the following benefits:

(i) Long Term Disability Insurance;

(ii) Group Life Insurance with Accidental Death and Dismemberment Benefit;

(iii) (a) Extended Health Insurance;

(b) Dental Coverage

(c) The employee shall enjoy all above benefits when the employee is on Sick Leave, Worker's Compensation, Long Term Disability Insurance or when the employee is on Employment Insurance sick benefits, for a period of time not exceeding a total of twenty-four (24) months.

24.02 The Employer shall pay one hundred percent (100%) of the costs for Life Insurance, Extended Health, Accidental Death and Dismemberment and Dental Coverage.

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24.03 The employee shall pay one hundred percent (100%) of the costs of Long Term Disability.

24.04 Workers' Compensation / Injury on Duty

(i) All employees subject to this Collective Agreement shall be covered by the provisions of the New Brunswick *Workers' Compensation Act*.

(ii) When an employee is **off work because of an accident or occupational illness resulting from their employment and which is accepted as compensable by WorkSafeNB, the employer will supplement the WorkSafeNB benefit to the extent permitted by WorkSafeNB without offsetting the benefit payable by WorkSafeNB and subject to the provision that any such supplemental payment shall not increase the employee's net take home pay above their regular pre-disability amount.**

(iii) **Pending settlement of the insurable claim, and subject to the conditions of 24.02 (ii), the Employer shall advance to the employee an amount equivalent to the percentage of regular net salary used by WorkSafeNB in determining wage-loss benefits. In return, the employee shall reimburse the Employer in full upon receipt of their WorkSafeNB benefits. The Employer will not advance payments after WorkSafeNB places the employee on long term disability benefits. If the claim is not accepted by WorkSafeNB at first instance, the advance will not be adjusted or recovered until any appeals are concluded.**

(iv) When an employee is off work because of an accident or occupational illness resulting from their employment and which is accepted as compensable by WorkSafeNB under the *Workers' Compensation Act*, the Employer will provide the provision of the employee's Health Plan to an Employee while the Employee is receiving benefits under the *Workers' Compensation Act* to the extent permitted by WorkSafeNB for a period not exceeding two (2) years.

(v) The absence of an employee who is receiving compensation benefits under the *Workers' Compensation Act* shall not be charged against the employee's Sick Leave Credits or vacation credits, and at the same time the employee shall continue to accrue seniority.

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ARTICLE 25 – PREMIUM PAY

25.01 Employees instructed to engage in live sanitary sewer work, shall be paid a premium of one dollar and fifty cents ($1.50) per hour. This premium pay is subject to the overtime rate. Live sewer work includes repairs to or connection to live sanitary-sewer mains and active laterals and cleaning of wet wells of lift stations and the rodding of sanitary sewers and repair of sewerage pumps.

(i) Flushing of sewer mains, thawing of storm sewer lines, regular cleaning, maintenance and painting of facilities in lift stations and like work is exempted from this article.

(ii) Such premiums shall commence from when an employee first engages in live sewer work and continue only for time period that the live sanitary sewer work continues, to the next full hour.

(iii) Employees working with liquid chlorine shall be paid a premium of one dollar and fifty cents ($1.50) per hour. This premium pay is subject to the overtime rate for the work being performed.

25.02 The Employer shall pay the employee a shift premium of one dollar and fifty cents ($1.50) per hour. Shift premium applies to work on wastewater screens and pumps, active open live sanitary sewer and regular scheduled hours that fall outside of 7:30 a.m. - 4:00 p.m.

ARTICLE 26 – CLOTHING AND TOOLS

26.01 Employees shall be supplied with all personal protective equipment, rain-suits, rubber boots, rubber gloves, safety glasses, safety vests, work gloves and security hats as deemed necessary by the Employer.

26.02 Upon leaving employment with the Employer or leaving the Department an employee shall return all clothing and equipment issued to them.

26.03 The Employer shall supply and maintain (alter and repair) without charge such uniforms which the Employer presently requires employees to wear. Uniforms remain the property of the Employer and shall not be worn other than on duty. The nature, color and style of uniforms and the requirements of each group of employees in respect thereto shall be determined by the Employer in consultation with the employees affected.

When an employee requests to supply their own uniform, the nature, colour and style of the uniform shall be determined by the Employer. The employee request shall not be unreasonably denied.

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The employees shall be responsible for the weekly costs to launder the uniforms supplied by the Employer and arranged by the Employer through the uniform supply company. At no time throughout the term of this collective agreement shall the costs to launder the uniforms exceed a weekly fee of two dollars ($2.00) per employee.

26.04 The employee shall use clothing and equipment supplied by the Employer only while the employee is on duty.

26.05 The Employer shall not issue new Items of clothing until the employee returns previously issued items.

26.06 The employee upon leaving employment with the Employer shall return all clothing and equipment issued to them.

26.07 The Employer agrees to replace Tradesman tools lost due to break-ins or fire at the Works Centre subject to the tools being initially inventoried with burden on the employee and subject to crime prevention engraving.

Any employee who is required by the Employer to supply Tradesman tools to be available throughout the year shall be paid four hundred ($400) dollars per year to cover the wear and tear of the tools. This sum is payable on the last pay period of November.

The Employer agrees to supply and pay for the entire costs of any specialized tools used in the repair and maintenance of Employer equipment and vehicles. Such tools or equipment shall remain the property of Sussex.

26.08 The Employer agrees to provide an annual boot allowance in the amount up to three hundred **and twenty** dollars **($320)** once per year to be reimbursed to the employee upon submission of the receipt of purchase and a completed expense form approved by Sussex Town Council.

26.09 Both the Employer and the Union agree to establish a working committee to annually review the clothing and tools allowance and to make a recommendation to the Labour Management Committee with respect to the quantity and quality of clothing utilized by the employee. Any changes will be subject to the approval of the Sussex Town Council in any given year under this collective agreement.

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ARTICLE 27 – CELL PHONE ALLOWANCE

27.01 **The Employer may require employees to utilize cellular communication and work-related applications in the performance of their duties.**

27.02 **Where the Employer determines that cellular access is operationally required, the Employer may:**

(a) provide an Employer-issued device; or

(b) permit an employee to utilize their personal cellular device for work-related purposes.

27.03 **An employee who voluntarily elects, with the approval of the Employer, to use their personal cellular device for work-related purposes in lieu of an Employer-issued device shall receive a cell phone allowance of one dollar and fifty cents ($1.50) per working day.**

27.04 **For the purposes of this Article, a "working day" means any calendar day on which an employee performs work for the Employer, including a regular scheduled shift, overtime, or a call-out. Notwithstanding the foregoing, the cell phone allowance shall be paid for no more than one (1) working day per calendar day, regardless of the number of hours worked or the number of separate work periods performed within that day.**

27.05 **No allowance shall be paid for any period during which an employee is not actively at work, including but not limited to vacation, sick leave, injury on duty, workers' compensation, statutory holidays not worked, leave of absence (with or without pay), suspension, layoff, or any other absence from work.**

27.06 **The Employer shall not be responsible for the purchase, maintenance, repair, data plans, or replacement of an employee's personal cellular device.**

27.07 **The Employer may, from time to time, require reasonable confirmation that the employee is utilizing their personal cellular device for work-related purposes in order to remain eligible for the allowance.**

ARTICLE 28 – PENSION PLAN

28.01 Regular Employees under this Collective Agreement as a condition of employment shall be members of the Employer's Pension Plan in accordance with its terms and conditions.

28.02 The Sussex Pension Committee will undertake to request an actuarial from the Plans providers similar to the review completed in 2013 to review and report to the Pension Committee its finding.

28.03 The Employer's Pension Plan contribution shall be shared on a 50/50 basis between the employees and the Employer. Contributions shall be seven and a half (7.5%) percent each by the employee and the Employer. Contributions are based on the employee's regular rate.

28.04 Temporary Employees shall become members of the Sussex Pension Plan after completing two (2) years continuous employment.

27.05 Any member of the Pension Plan who is laid off may remain in the Pension Plan for a period up to 12 months. Laid off members shall be responsible for any contributions the member wishes to make to the Pension Plan during the layoff period. The Employer shall not make matching contributions to the Pension Plan on behalf of the member during the layoff period.

ARTICLE 29 – LEAVE OF ABSENCE

29.01 General Leave
An employee may be granted a Leave of Absence without pay and without benefits and without loss of seniority for a period of time up to ninety (90) days at the discretion of the Employer. Should more time be necessary, the employee concerned shall make written request to the Employer for an extension and such extension may be granted at the prerogative of the Employer.

29.02 Union Convention
Leave of Absence without pay, with benefits and without loss of Seniority shall be granted to any one (1) employee elected or appointed to represent the Union at two (2) Union conventions in any one (1) year for a period not exceeding two (2) weeks.

29.03 Labour / Management, Grievance, Arbitration Committees
Any members of the Union Labour/Management, Grievance or Arbitration Committees shall have the privilege of attending this (Committee) meeting held within their scheduled working hours without loss of pay.

29.04 Negotiations
Any member of the Union on the Negotiation Committee shall have the privilege of attending the bargaining sessions held within their scheduled working hours without loss of pay.

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29.05 Committee Meetings

The Employer shall not pay for any time incurred by an employee on the Labour / Management, Grievance, Arbitration, Negotiation and Safety Committees beyond the normal working hours.

29.06 Bereavement Leave

(i) An employee shall be granted bereavement leave in the event of the death of the employee's spouse, common law spouse, partner, child, child of a spouse, parent, parent-in-law, a person acting in loco parentis, brother, or sister, without loss of pay up to a maximum of five (5) days.

(ii) An employee shall be granted bereavement leave in the event of the death of the employee's stepmother, stepfather, grandchild or grandparent, son-in-law, daughter-in-law, stepbrother, stepsister, step-grandchild, brother-in-law, sister-in-law, niece, or nephew, without loss of pay up to a maximum of three (3) days.

(iii) An employee shall be granted bereavement leave in the event of the death of the employee's aunt uncle, or relative living in the same household, or to act as a pallbearer in any funeral without loss of pay up to a maximum of one (1) day.

(iv) An employee who is on vacation and suffers a loss covered by bereavement leave shall be entitled to use their bereavement leave and have their vacation lost re-established.

(v) The employee shall provide notice to their Department Head of the need of bereavement leave and the granting of this leave shall not be unreasonably withheld.

(vi) Where the burial or funeral occurs outside the province of New Brunswick, or, more than 300 kilometers, in travel distance in one direction, from the employee's residence, such leave shall include, as, well, reasonable travelling time, the latter not to exceed two (2) days, providing the employee attends the out of province funeral and service.

(vii) If the funeral and/or burial is not held within the bereavement leave provided in (a), (b), or (c) of this Article, the employee may request in writing to use the final day of bereavement leave at a later date to attend the funeral and/or burial.

(viii) Additional time without pay may be granted for bereavement leave.

29.07 Leave **D**ue to **F**ire

In the event of a serious fire, an employee may be given a leave of absence with pay and without loss of seniority and benefits for a period of up to three (3) days.

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29.08 Attending Court

(i) The Employer shall grant Leave of Absence without loss of seniority or benefits to an employee who serves as juror in any court or who is required by subpoena to attend a court of law or Coroner's Inquest.

(ii) The Employer shall pay the employee the difference between the employee's normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount received.

(iii) An employee required to appear before any government body or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the employee's normal rate of pay for a maximum of eight (8) hours per day.

ARTICLE 30 – PAYDAY

30.01 All employees covered by this Collective Agreement shall be paid every Friday by 12 noon.

ARTICLE 31 – EXTREME EMERGENCY

31.01 All employees covered by this Agreement, once contacted, shall respond to duty if an extreme emergency arises.

ARTICLE 32 – CLASSIFICATION

32.01 New Classification

If the Employer creates a new job classification as a result of creating a new position, the applicable wage rate shall be negotiated between the parties. In the event of the failure to reach agreement, the Employer may implement its proposed wage rate and the disagreement may either be settled in the next negotiations or may be referred to arbitration provided for in this collective agreement, and the resulting wage rate shall be made retroactive to the implementation date of the new position.

32.02 No classification shall be eliminated without prior agreement with the Union during the term of this agreement.

ARTICLE 33 – GENERAL CONDITIONS

33.01 No Strike or Lockout
The Union agrees that there shall be no strike, slowdown or interruption of work and the Employer agrees that there shall be no lockout of members of the Union during the terms of this Agreement.

33.02 Changes in Agreement
Any changes deemed necessary in this Agreement may be made by mutual agreement in writing any time during the existence of this Agreement.

33.03 Provincial and Federal Programs
Any person hired under a provincially or federally funded "make work" project to alleviate unemployment or student employment projects shall not be covered by this Collective Agreement. It is agreed that there will be no layoff of Regular or Temporary Employees caused by these projects.

33.04 Job Security
The Employer agrees to maintain the employment of members of C.U.P.E. Local 2163 who are employed by Sussex as of January 1, 2023, as well as those hired during the term of this contract, for the duration of this Collective Agreement. The classification List (Appendix "A") recognizes the current full time (and part time) positions covered by this Collective Agreement. Employees may be added to or deleted from classified positions within this list only on retirement, resignation, termination or job postings.

ARTICLE 34 – COPIES OF AGREEMENT

34.01 The Union and the Employer desire each employee to be familiar with all provisions of this Collective Agreement and their rights and duties as outlined in the Collective Agreement. The Employer shall print sufficient copies of the Collective Agreement in pocket book format at no cost to the Union or its members and distribute a copy to each Union Member. The Employer agrees that the copies shall be distributed to the employee no later than thirty (30) days after the signing of the Collective Agreement.

ARTICLE 35 – COPIES OF RESOLUTIONS

35.01 Copies of all resolutions, by-laws, rules or regulations adopted by the Employer which affect employees in the Union will be forwarded to the Union and posted on all bulletin boards.

ARTICLE 36 – TERMINATION DATE

36.01 This Collective Agreement supersedes all previous agreements and shall ensure and be binding not only upon the parties hereto mentioned but also their respective successors.

36.02 This Collective Agreement shall be binding on both parties from January 1, **2026** to December 31, **2028**. Thereafter unless notice in writing is given ninety (90) calendar days prior to December 31, **2028** or December 31st of any successive year by either party to the other of desire to negotiate a new working agreement or to amend the existing Agreement. Upon receipt of such notice negotiations to conclude an agreement shall commence within twenty (20) days following receipt of such notice. Wage rates shall be in accordance with Appendix "A" which is recognized as part of this Agreement.

36.03 Where notice to amend the Collective Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the right to strike occurs, whichever occurs first.

SIGNED, SEALED and DELIVERED this 19th day of March, **2026**, in the presence of:

For the Employer

Marc Thorne,
Mayor

Jason Thorne,
Chief Administrative Officer

Tara Olsen,
Town Clerk

For the Union

Jason Adair,
President

Robert Scott,
Secretary-Treasurer

J.A

APPENDIX "A"

WAGES

Wage Increases effective January 1, **2026** to December 31, **2028**
Retroactive to January 1, 2026

Classification	2026	2027	2028
	3.50%	**3.25%**	**3.75%**
~~Sub~~ Foreman, **Works – Community Services**	$35.10	$36.24	$37.60
~~Sub~~ Foreman, Water and Wastewater	$36.23	$37.40	$38.80
Equipment Operator	$33.26	$34.35	$35.63
Utility	$33.26	$34.35	$35.63
Water & Sewer Maintenance	$33.71	$34.81	$36.11
Community Services Maintenance	$32.44	$33.49	$34.75
Labourer	$31.95	$32.99	$34.23
Horticulturalist	$35.10	$36.24	$37.60
Mechanic	$36.14	$37.32	$38.72
Water and Wastewater Technician	$36.11	$37.28	$38.68
Maintenance Man	$32.02	$33.06	$34.30

JA

APPENDIX "B"

SENIORITY LIST

Further to the Article 13 of the Collective Agreement, Sussex and CUPE Local 2163 agree to the following employee seniority dates effective January 1, **2026**:

EMPLOYEE	SENIORITY DATE
Stephen Hayward	November 23, 1988
Darrell Butcher	July 24, 1989
Philip Otis	December 08, 1994
Alan Schriver	July 07, 2005
Jason Adair	November 16, 2006
Andrew Moss	May 10, 2010
John Allaby	March 20, 2012
Doug Middleton	July 29, 2013
Stephen Campbell	August 6, 2013
Thomas Lewis	August 21, 2014
Kevin Gray	January 07, 2016
Justin Henry	November 16, 2017
Barry Perry	April 16, 2018
Sean McLaughlin	October 23, 2018
David Scott	November 08, 2018
Micheal Haines	June 03, 2019
Robert Scott	August 20, 2019
Charles Edgett	June 1, 2020
Jeff Vail	**February 22, 2024**
Tim Seeley	**April 2, 2024**
Daniel Lauridsen	**June 3, 2024**
Bruce Dibblee	**July 8, 2024**
Wade Wilkins	**July 15, 2024**

J.A

APPENDIX "C"

MEMORANDUM OF AGREEMENT

Short-Term Disability Program

The Short-Term Disability Program disability benefit which begins to be paid prior to age 65 will continue until the employee received a total of at least fifteen (15) consecutive weeks of benefits, or has exhausted accumulated paid sick leave, or, until the employee is no longer disabled, or the employee retires, whichever comes first.

This program is regulated by the following conditions:

1) The Short-Term Disability Program commences on the eighth (8^{th}) calendar day of disability and continues for a maximum period of fifteen (15) consecutive weeks.
2) An employee or the employee's representative, if the employee is unable for health reasons, shall be required to obtain and provide to the employee's department head a written medical report from a licenced medical doctor on the employee's medical condition prior to and before receiving any benefits from the Short-Term Disability Program.
3) Once an employee is receiving the benefits of the Short-Term Disability Program, the employee or the employee's representative if the employee is unable due to health reasons, shall be required to obtain and provide to the employee's department head a written medical report from a licenced medical doctor on the employee's medical condition between the twentieth (20^{th}) and the thirtieth (30^{th}) day, between the fiftieth (50^{th}) and sixtieth (60^{th}) day and between the eightieth (80^{th}) and ninetieth (90^{th}) day. The medical report is to indicate that the employee is not working because the employee is unable to carry out their duties due to illness or injury and is to estimate the date that the employee should be able to return to work or the estimated number of weeks that the employee should be able to return to work.
4) Short-term disability benefits will not be forwarded to any employee for the time prior to receipt of the medical report by the department head and such benefits will only commence on the day following the day of receipt of the medical report.
5) The maximum period of time for an employee to receive a benefit on short-term disability is fifteen (15) consecutive weeks and this time period will be shortened by the corresponding time which was not covered by failure of the employee to provide the medical report to the department head.
6) The Employer shall have the right to investigate or have investigated the use of the Short-Term Disability Program by an employee while the employee is receiving benefits under said program.
7) The Employer shall remunerate eighty percent (80%) of the regular wage or salary including fringe benefits for each day that the employee receiving the benefits of the Short-Term Disability Program.

J.A

Memorandum of Understanding

between

Sussex

and

Canadian Union of Public Employees, Local 2163

Re: Pension Committee Joint Review

The Employer and the Union agree to refer the following matters to the Pension Committee for joint review and analysis:

1. Article 27 – Pension Plan:
   - The feasibility of additional employer and/or employee contributions to the Pension Plan.

2. Article 24 – Insurance Benefits:
   - The feasibility of extending retiree insurance benefits.
   - The feasibility of permitting employees to pre-pay benefit premiums during their active employment for the purpose of maintaining coverage in retirement.

3. Appendix "C" – Short-Term Disability Program:
   - The feasibility of increasing the Short-Term Disability benefit payout to ninety percent (90%) of regular earnings.

The Employer agrees to research, cost, and an analysis of the above items to the Union and the Pension Committee within three (3) months of ratification of the Collective Agreement.

The parties agree to meet to review the findings and discuss potential implementation.

SIGNED at Sussex, New Brunswick, this 19th day of March, 2026.

For the Employer

Jason Thorne,
Chief Administrative Officer

Mayor

For the Union

Jason Adair,
President

Robert Scott,
Secretary-Treasurer

J.A

Memorandum of Understanding

between

Sussex

and

Canadian Union of Public Employees, Local 2163

Re: Overtime Selection Process

The Employer and the Union will develop a transparent and mutually agreed upon process on how employees are selected for emergency overtime, scheduled overtime, and call outs for the Community Services Department with implementation by June 1, 2026.

This process will be reviewed with the Labour Management Committee after one (1) year of implementation.

SIGNED at Sussex, New Brunswick, this 19th day of March, 2026.

For the Employer

Jason Thorne,
Chief Administrative Officer

For the Union

Jason Adair,
President

Robert Scott,
Secretary-Treasurer

Memorandum of Settlement

between

Sussex (the "Employer")

and

Canadian Union of Public Employees, Local 2163 (the "Union")

Whereas the parties have tentatively resolved all outstanding items for the collective bargaining of a collective agreement, the parties hereby agree to the following:

1. The Tentative Agreement shall be between Sussex and the Canadian Union of Public Employees, Local 2163 and shall form the agreed changes to the previous collective agreement, expiry December 31, 2025; where expressly amended by the agreed upon articles document appended hereto to form a new collective agreement, expiry December 31, 2028.

2. Both the Union and the Employer shall recommend the Tentative Agreement for ratification by their respective principals prior to March 31, 2026.

3. Should the Tentative Agreement not be ratified by either party, the Tentative Agreement shall be withdrawn.

4. Within thirty (30) calendar days from ratification, the Employer shall pay all retroactive wages to all employees for all hours worked from January 1, 2026.

5. The Employer commits there shall not be any layoffs during the active term of this Collective Agreement.

Agreed at Sussex, this 6th day of March 2026.

For the Union

For the Employer