COLLECTIVE AGREEMENT

BETWEEN

THE TOWN OF SHEDIAC

AND

CUPE LOCAL 1773

CUPE·SCFP | Canadian Union of Public Employees
Syndicat canadien de la fonction publique

JULY 1, 2026 TO JUNE 30, 2031

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THIS AGREEMENT made this 25 day of September, A.D., 2026.

BETWEEN: The Town of Shediac, a body corporate, hereinafter called the Employer, of the First Part;

AND: The Canadian Union of Public Employees, Local 1773, hereinafter called the Union, of the Second Part.

WHEREAS it is the desire of both parties to this agreement:

(a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;

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

(c) To encourage efficiency in operation;

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

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

NOW THEREFORE the parties agree as follows:

1.01 **"Bargaining Unit" or "Unit" shall mean the group of employees covered by the New Brunswick Certification Order Number I.R.B.1-111.**

1.02 **"Day" means calendar day unless otherwise specified.**

1.03 **"Employees" shall mean a person employed by the Employer as defined under the *Industrial Relations Act* and is covered by this contract.**

1.04 **"Employer" shall mean the Town of Shediac and shall include its delegated representatives.**

1.05 **"Seniority" shall be the length of continuous service in the employ of the Town of Shediac. Seniority for employees other than regular employees shall be pro-rated.**

1.06 **"Union" shall mean the Canadian Union of Public Employees, Local 1773, which is the certified Bargaining Agent of the Unit.**

2.01 Management Rights – 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. The Employer shall exercise its rights consistent with the terms of this Agreement.

2.02 No employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Collective Agreement unless mutually agreed between the Employer and the bargaining unit.

3.01 Recognition – The Employer recognizes the Canadian Union of Public Employees, Local 1773 as the sole and exclusive certified collective bargaining agent for all of its employees in matters relating to Labour Relations save and except:

- **Chief Administrative Officer (CAO)**
- **Deputy Chief Administrative Officer**
- **Clerk/Director of communications**
- **Director of Finance**
- **Director of Community Living and Recreation**
- **Director of Municipal Operations and Engineering**
- **Director of Economic Development and Tourism**
- **Civil Development Engineer**
- **Civil Engineer – Project Management**
- **Superintendent of Municipal Operations**
- **Superintendent of Recreation installations**
- **Human Resources Manager**
- **Manager of Economic Development, Tourism and Strategic Initiatives**
- **Facilities And Assets Coordinator**
- **Senior Engineering Technologist**
- **Fire Chief**
- **Communications Officer**
- **Logistics Officer**
- **Community Development Officer**
- **Tourism Development Officer**
- **Tourism Marketing Officer**
- **Human Resources and Health & Safety Officer**
- **Municipal By-Law Enforcement Officer**
- **Fire Department Coordinator**
- **Recreational Facilities Administrative Assistant**
- **Assistant to the Finance Director**
- **Executive Secretary**
- **Accounting Clerk**
- **Receptionist**

The Union agrees that any employee of the Town hired for the specific purpose of working on projects and students are not covered by the terms of this Agreement. No members of the bargaining unit shall be laid off due to project employees or students working.

3.02 Representation – While certification of the Union remains, the Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit, or make any agreement with employees which conflicts with the terms of this agreement.

3.03 Union Officers – The Employer shall recognize elected officers and shop stewards to represent all affairs of the Union. The Union will supply the Employer with the names of its officers and shop stewards. If requested, the Employer shall supply the Union with a list of its representatives with whom the Union may be required to transact business.

3.04 Union Committees – The Employer agrees to recognize the Union's Negotiating Committee, and the members that it appoints to the Labour-Management Co-operation Committee and the Joint Health and Safety Committee.

3.05 Representative of Canadian Union – The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

4.01 No Discrimination – The Parties agree that there shall be no discrimination practiced or exercised.

a) The Employer, its officers and representatives agree that no discrimination, harassment, violence, interference, restriction or coercion will be exercised against an employee in accordance with **Policy 2024-11 Respectful workplace and Policy 2024-13 Code of Conduct** of the Town of Shediac.

b) The Employer agrees that there shall be no discrimination on any of the prohibited grounds as per the *New Brunswick Human Rights Act*.

5.01 Maintenance of Membership – All employees of the Employer, who are presently members of the Union shall continue to be members of the Union as a condition of employment.

6.01 Check-Off – The Employer shall deduct from every employee regular monthly union dues, in accordance with the Union Constitution and/or By-Laws, and owing by **them** to the Union.

6.02 Notice to Employer – Before the Employer is obliged to deduct any amount under this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount

so advised shall continue to be the amount to be deducted under this Article until changed by a further written notice to the Employer signed by the designated officer of the Union after which such changed amount shall be the amount to be deducted and so from time to time. Any changes in the dues structure must be made in accordance with the Union's Constitution and/or By-laws.

6.03 Deductions

a) Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made. If requested, a copy of this list shall be forwarded by the Employer to the National Headquarters of the Canadian Union of Public Employees, 1375 St. Laurent Boulevard, Ottawa, Ontario K1G 0Z7.

b) The deductions made from every employee's regular monthly union dues shall also include dues from any lump sum retroactive wage payments which follows the implementation of a new Collective Agreement.

7.01 New Employee – The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

7.02 Copies of Agreement – On commencing employment, the employee's immediate supervisor shall introduce the new employee to **their** Union steward or representative, who will provide **them** with a copy of the **C**ollective **A**greement.

7.03 Interviewing Opportunity – A representative of the Union shall be given an opportunity to interview each new employee within regular working hours and without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of discussing with the new employee the benefits and duties of **U**nion membership and **their** responsibilities and obligations to the Union.

8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass between the **CAO** and the Secretary of the Union.

9.01 Establishment of Committee – The Parties to this Agreement recognize the benefits which can be derived from a Labour Management Committee and shall establish such committee. It is agreed that such committee shall be composed of an equal number of management and **U**nion representatives**. The parties shall meet minimum two (2) times per year and otherwise on an**

as-needed basis as mutually agreed between the parties to address situations and fulfil its objectives. Its mandate shall **be** prescribed **in** its terms of reference **in accordance with** Article 9.02.

9.02 Jurisdiction of Committee – The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Agreement.

The Committee shall not supersede the activities of any other committee of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusion reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

10.01 **Pre-grievance process - The Employer and the Union recognize the desirability of prompt settlement of complaints and disputes which may arise out of administration of this Agreement. The parties also recognize that many complaints can be effectively settled through informal discussion and mutual understanding. For these reasons, both parties agree that when an employee has a complaint, the employee will be encouraged to discuss the matter with the supervisor, without prejudice to the employee or the Employer, as soon as possible after the circumstances giving rise to the complaint occur, so that a dispute requiring reference to the grievance procedure may be avoided wherever possible.**

10.02 Names of **Representatives** – The Union shall notify the Employer in writing of the name **and role** of **each representative** and the Department(s) **they** represent before the Employer shall be required to recognize them. Any change in the **representative** personnel shall be given to the Employer within **ten (10)** days from **their** appointment in writing.

10.03 Servicing Grievances – **No Union representative** shall leave **their** work without first getting permission from **their** immediate supervisor or department head. **They** must also report to the supervisor when returning to work. Such permission shall not be unreasonably withheld.

10.04 Definition of Grievance – A grievance under this agreement shall be defined as any difference or dispute between the Employer and any employee(s) or the Union affecting Employer/Union relations, or a case where the Employer has acted unjustly.

10.05 Grievance Process

Pre-grievance - Within twenty (20) working days after an alleged complaint or **dispute** arises, or an employee becomes aware or ought to have become aware of the alleged complaint or **dispute**, the employee shall discuss the matter with the appropriate Department Head.

First Level - If the employee and the Department Head cannot come to an understanding over the dispute, the employee **or their Union representative** shall then, within ten (10) working days, refer the complaint or **dispute as part of the formal grievance process,**

by submitting the grievance at the first level in writing **either by personal service, registered mail or email to the Department Head or designate by the Employer.**

The Department Head or designate shall respond to the first level grievance, in writing, within ten (10) working days from the receipt of the grievance.

For disputes arising out of Article 23 (Job Classification and Reclassification), the Union shall, within twenty (20) working days, refer **the** grievance **at the final level,** in writing, to the **CAO for settlement.**

Final Level - Failing satisfactory settlement, within ten (10) working days after **receiving the Employer's response to the first level grievance, the final level** grievance shall be submitted **in writing** to the **CAO and request a meeting to discuss such grievance.**

The CAO, accompanied by someone of their choice, shall meet with the Union and the employee(s) within 10 working days of receiving the final level grievance to try to settle the matter.

The CAO shall respond to the final level grievance, in writing, within ten (10) working days from the date **of the settlement attempt meeting.**

Arbitration - Failing satisfactory settlement under **the final level**, the Union **or the Employer** may within thirty (30) working days of receiving the **CAO**'s decision as outlined in **the final level**, refer the dispute to arbitration as provided for in Article 11.

10.06 Union or Policy Grievance – Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has or initiates a grievance, **the first level** of Article 10.05 may be by-passed.

10.07 Grievance in Writing – Grievances and replies shall be in writing in all stages.

10.08 Failure to Act Within Time Limits – On the failure of the grievor or the Union to process a grievance to the next step in the grievance procedure within the time limit specified, the grievance shall be deemed to be abandoned and cannot be reopened.

10.09 Technical Objections to Grievances – No grievance shall be defeated by any formal or technical objection and the Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.

10.10 Omitting Steps – When **the first level is** by-passed in accordance with and 10.06 and 12.03, the time limit to initiate a grievance shall be twenty (20) working days from the date of occurrence.

11.01 **Arbitration and** Composition of Board of Arbitration – When either party requests that a grievance be submitted to arbitration, **it shall be heard by a single arbitrator unless either party**

requests that it be heard by a Board. In such cases, the request **to proceed with a Board of Arbitration** shall be made in writing to the other party, indicating the name of its nominee on an arbitration board. Within ten (10) working days thereafter, the other party shall answer in writing indicating the name and address of its appointee to the Arbitration Board. The two arbitrators shall then meet to select an impartial Chair.

11.02 Failure to Appoint – If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairman within seven (7) days of the appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

11.03 Board Procedure – The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within sixty (60) days from the date of hearing.

11.04 Decision of the Board – The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman of the Board shall be the decision of the Board of Arbitration and shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

11.05 Disagreement on Decision – Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision which it shall do within three (3) days.

11.06 Expenses of the Board – Each party shall pay:

(1) The fees and expenses of the Arbitrator it appoints.

(2) One-half the fees and expenses of the Chairman.

11.07 Amending of Time Limits – The time limits fixed in both the grievance and arbitration procedure may be extended by agreement of the parties to this agreement.

12.01 Warnings – Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to or may follow if such employee fails to bring **their** work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the employee involved.

12.02 Discharge and Suspension Procedure

a) An employee who has completed **their** probationary period may be dismissed or suspended, but only for just cause. When an employee is discharged or suspended, **they** shall be given the reason in the presence of **their** steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

b) In the event that an employee is disciplined and no further disciplinary action is taken against **them** for a period of **eighteen (18)** months, **their** record shall be cleared and this fact shall be noted in **their** personnel file.

12.03 May Omit Grievance Step – An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to proceed directly to **the final level** of the Grievance Procedure outlined in Article 10.**05**.

12.04 Unjust Suspension or Discharge – Should it be found upon investigation **or at Arbitration** that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in **their** former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to **their** normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board. For the purpose of this article, no records of such unjust suspension or discharge will be kept in the employee's personnel file.

12.05 Employee files – Within five (5) working days of making a request, an employee shall be given an opportunity to read and be provided with a copy of any documents in their personnel file, including, but not limited to assessment of their condition, work performance and warnings.

13.01 Seniority Defined

a) "Permanent employees" occupy defined positions. For permanent employees, seniority is defined as the length of continuous service in the employ of the Employer.

b) "Casual employees" are employees hired on an irregular or seasonable basis and do not have defined positions.

i) For casual employees, seniority shall be determined by the number of hours worked from the day of hiring;

ii) Should a casual employee gain status as a permanent employee, seniority as a permanent employee shall be based on the date of hire as a permanent employee, plus their casual seniority, 2080 hours regular hours (excluding overtime) being recognized as one (1) year. For further clarification, benefits, such as sick leave credits, shall not be retroactive, but such benefits accumulated to date shall be retained.

c) "Temporary employees" are new employees hired to replace an employee of the bargaining unit on family leave (maternity or parental) or medical leave. Temporary employees shall not accumulate seniority. Temporary employees shall benefit from all the rights and privileges as casual employees under the Collective Agreement except for sick leave, group health and life insurance, pension and uniforms.

d) Seniority shall operate on a bargaining unit-wide basis, unless otherwise provided.

e) Departments for the purpose of this agreement shall mean the Recreation Department and the Public Works Department.

f) If multiple employees are hired on the same day, seniority shall be determined by a flip of a coin at date of hire.

13.02 Seniority List – The Employer shall maintain a separate seniority list for permanent employees and casual employees showing the date upon which each employee's service commenced or hours worked as the case may be. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

13.03 Probationary Periods – Newly hired permanent employees shall be considered on a probationary period for **one hundred and twenty (120)** regular working days from the date of hiring. Newly-hired casual employees shall be considered on a probationary period for **nine hundred and sixty (960)** working hours from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this agreement, except with respect to discharge. The employment of such employee may be terminated at any time during the probationary period without recourse to the Grievance Procedure unless the Union claims discrimination as noted in Article 4 (No Discrimination) as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

13.04 Casual Employees – Casual employees shall benefit from all rights and privileges under this Collective Agreement, excepting Articles:

15.04 Continuation of Benefits
19.00 Vacations
21.04 Jury Duty or Witness
21.05 Education Leave
22.05 Long Service Pay
28.00 Uniform and Clothing
29.02 LTD
29.03 Payment of Premiums During Temporary Absence
29.05 Premiums of Retirement

i. Casual Sick Leave – From the date of signing of this Agreement, casual employees shall be entitled to receive one (1) working day of sick leave per 170 regular hours of work, and this to commence 480 regular hours of work after recall to work, and shall be cumulative to a maximum of twelve (12) days from year to year (carryover). At any time, the maximum shall be twelve (12) days. All other provisions of Article 20, except Article 20.08, shall apply.

ii. Casual Uniforms – From the date of signing of this Agreement, casual employees who worked more than 1040 regular hours in the previous twelve (12) months shall benefit from the rights and privileges of Article 28 (Uniform and Clothing) of this Collective Agreement.

iii. Group Health and Life Insurance – Casual employees shall have access to Group Health and Life Insurance in accordance with Article 29.01 if they qualify under the plan.

13.05 Loss of Seniority – An employee shall not lose seniority rights **if they are** absent from work because of sickness, accident, layoff or leave of absence approved by the Employer.

An employee shall lose **their** seniority only in the event:

(1) **They are** discharged for just cause and **are** not reinstated.
(2) **They** resign **in writing or the Employer confirms in writing having been notified of the resignations and the employee does not withdraw their resignation within twenty-four (24) hours.**
(3) **They are** absent from work in excess of five (5) working days without notifying the Employer, unless such notice is not reasonably possible.
(4) **They** fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of **their** current address.
(5) **They are** laid off for a period longer than twelve (12) months.

13.06 Transfers and Seniority Outside Bargaining Unit – No employee shall be transferred to a position outside the bargaining unit without **their** consent. If an employee is transferred to a position outside the bargaining unit, **they** shall retain **their** seniority acquired at date of leaving the unit, but not accumulate any further seniority.

a) **An** employee **who transfers outside the bargaining unit on a temporary basis** has a period of twelve (12) months in which to return to the bargaining unit. **They** shall be placed in a job consistent with **their** seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

After the twelve (12) month period, the employee returning to the bargaining unit will be classified as a new employee with no seniority.

b) **An employee who applies and is selected for a position outside the bargaining unit, has a period of six (6) months probationary period in which to return to the bargaining unit. They shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority. The parties may mutually agree to extend the probationary period during which the employee may return to the bargaining unit without loss of seniority.**

13.07 Retention of Seniority Rights – Should the Town of Shediac merge, amalgamate or combine any of its operations or functions with another Employer, the Town of Shediac agrees to the retention of seniority rights to employees covered by this agreement with the new Employer.

14.01 Job Postings – When a vacancy occurs for a permanent or temporary position or a new position is created within the Bargaining Unit, the Employer shall notify the Union in writing and post notice on bulletin boards in all Departments for a minimum of **seven (7) days** in order that all members

will know about the position and be able to make written application thereof. The Employer shall post the position within twenty (20) calendar days.

14.02 Information in Postings – Such notice shall contain the following information: Nature of position, qualifications, ability required, knowledge and education, skills, shift, wage or salary rate or range. These qualifications may not be established in an arbitrary or discriminatory manner.

14.03 No Outside Advertising – No outside advertisement for additional employees shall be made until present employees have had a full opportunity to apply.

14.04 Method of Making Appointments – In making staff changes, transfers or promotions, appointment shall be made in the following priority:

1) First, to the applicant from the Department where the vacancy or new position occurs with the greatest permanent seniority and having the required qualifications, certification(s), **and** ability **required.**
2) Secondly, to the applicant in the Bargaining Unit with the greatest permanent seniority and having the required qualifications, certification(s), **and** ability **required**.
3) Thirdly, the Casual I with the greatest seniority and having the required qualifications, certification(s), **and** ability **required**.
4) Then, to the applicant having the best qualifications, certification(s), **and** ability **required**.
5) All applicants in the Bargaining Unit shall be granted a job interview.
6) **Following the job interview, all applicants with the proper qualifications, certification(s), ability, shall move to step two of the interview process, if applicable, Article 14.05 and 14.06, must be applied accordingly.**

14.05 Trial Period – The successful applicant within the bargaining unit shall be placed on a trial **period** for sixty (60) working days. Conditional on satisfactory service, such promotion shall become permanent after the period of sixty (60) working days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds **themself** unable to perform the duties of the new job classification, **they** shall be returned to **their** former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to **their** former position without loss of seniority and wage or salary.

It is not the responsibility of the Town to ensure training of the individual in order for **them** to meet job qualifications and certification.

14.06 Promotions Requiring Higher Qualifications or Certification – In case of promotion requiring higher qualifications or certification, the Employer shall give consideration to the senior employee who does not possess the required qualifications or certification, but is preparing for qualification or certification prior to filling of a vacancy. Such employee will be given an opportunity to qualify or certify within a reasonable length of time**, to be specified at hiring and confirmed by the Employer in the job offer letter. Such length of time may be extended by mutual agreement of the parties. The employee will** revert to **their** former position if the required qualifications or certification are not met within such time.

14.07 Union Notification – The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and termination of employment. This notice must be in writing.

15.01 Layoff and Recall Procedure – Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority, and shall be recalled in the order of their seniority provided they are qualified, certified **and** able to do the work. **Permanent employees shall not be laid off prior to employees who hold a different employment status.**

15.02 No New Employees – No new employees will be hired until those laid off have been given an opportunity to reemployment.

15.03 Notice of Layoff – The Employer shall notify **the Union and** the employees who are to be laid off **in writing at least** ten (10) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work ten (10) full days after notice of layoff, **they** shall be paid in lieu of work for that part of ten (10) days during which work was not made available. **The Employer will meet with the Union to discuss the disposition of staff so affected. Discussion will commence between the parties within ten (10) calendar days of such notice.**

15.04 Continuation of Benefits – The Employer agrees to pay its portion of group insurance plans and health plans for employees laid-off for periods of less than six (6) months. In the event of a longer layoff, employees so affected will be given the right to continue this coverage through direct payments.

16.01 Hours of Work of Permanent Employees

a) The normal hours of work shall consist of forty (40) hours per week averaged over a two-week period. The normal workday shall be eight (8) hours.
b) Each employee shall receive two (2) consecutive calendar days off each week.
c) The hours of work for the Department of Public Works are as follows: 7:30 a.m. to 12:00 p.m. and from 1:00 p.m. to 4:30 p.m., Monday through Friday inclusively. With the Union's consent, the Employer may change or add scheduled shifts.
d) Shift work may be rotated among employees.
e) The hours of work and days off of each employee shall be posted in an appropriate place at all times.
f) The Employer may change scheduled shifts of any permanent **Department of Recreation** employee. If the working schedule is to be changed, the Employer agrees to give two weeks' notice in writing to the Union and employees affected by such change. If the Employer fails to give such notice, then the employees affected by such change must be paid the overtime rate for all hours which were not originally scheduled.
g) The above does not apply to casual employees

16.02 Meal Break for Shift Workers – One-half hour meal time shall be included as part of the regularly scheduled work period for employees on shift work. Employees must stay on site during their paid one-half hour meal time.

16.03 Changes to Scheduled Day Off – An employee may change **their** scheduled day or days off with another employee of equal rank provided permission is obtained from the Department Head.

16.04 Break Period – All employees shall be permitted a fifteen (15) minute rest period both in the first and the second half of a shift.

17.01 Overtime Defined

a) Permanent employees – All time worked beyond the normal workday, the normal workweek, or on a holiday, shall be considered as overtime.

b) Casual employees – All time worked beyond eighty (80) hours in a two-week period or on a holiday shall be considered overtime.

17.02 Overtime Rates – Overtime rates shall be time and one-half (1½) the rate of pay. At the employee's option, time off at the overtime rate may be credited to an employee in lieu of pay to a total maximum of fifteen (15) working days or one hundred and twenty (120) hours for the calendar year. Time off shall be taken at a mutually agreeable time **no later than December 31st** and shall not cause the Employer to incur overtime. **No accumulated overtime will be transferred into the following year. Hours not used as time off will be paid out on the first pay period of December and any overtime banked following the first pay period of December will be paid out on the first pay period of January.**

17.03 No Layoff to Compensate for Overtime – Employees shall not be required to layoff during regular hours to equalize any overtime worked.

17.04 Assignment of Overtime and Call-Back – In this article, the word "overtime" includes call-back.

a) The Employer will initially request volunteers to work overtime from among qualified employees.
b) Overtime will be allocated as equally as possible among the volunteers, by department, in rotating order through the seniority lists.
c) Each Department will maintain one (1) seniority list of volunteers from the Department listing their qualifications.
d) For the purposes of overtime equalization, an employee who refuses voluntary overtime will be considered to have worked the number of overtime hours the employee would have worked had **they** not refused the overtime.
e) Employees unable to work due to disability or illness at the time the overtime was offered will be credited with the average overtime worked in their department during their period of absence.
f) Where employees in the department refuse available overtime, it may be offered to anyone that the Employer considers to have the skill and ability to perform the work available

throughout all other Departments. Employees performing overtime work outside their regular departments will have it credited to their entitlement to an equal distribution of overtime.

g) If insufficient employees volunteer, casual employees may be assigned in reverse order of their seniority.

h) Where it is determined that an error has been made in overtime **assignment**, it will be corrected by offering the next available opportunities to those who are entitled to make-up.

i) There is to be no pyramiding of overtime or other premium pay rates.

17.05 Minimum Call Back Time

a) An employee who is called in and required to work outside **their** working hours with less than twenty-four (24) hours' notice shall be paid for a minimum of three (3) hours at overtime rates;

b) and shall be paid from the time **they** leave **their** home to report for duty until the time **they** arrive back upon proceeding directly from work.

c) If an employee is requested to work overtime with twenty-four (24) hours' notice or more, the employee will be compensated at the overtime rate for all time worked outside **their** regular scheduled shift.

d) An employee required to work immediately after **their** scheduled shift will be paid overtime for additional hours worked and this will not be considered a minimum three-hour call back.

17.06 Meal Allowance – An employee required to work at least two (2) hours of overtime before or immediately following **their** regular shift will be given a meal allowance of **twenty-five dollars ($25.00)**.

Employees required to work on their regular day off a minimum of eight (8) hours of overtime will be provided **with a twenty-five-dollar ($25.00)** meal allowance.

17.07 Distribution of Overtime in the Recreation Department

a) Overtime is only to be distributed by either the Recreation Foreman, the Recreation Worker I, the Public Works employee who is on call or the director of Community Living following the seniority list of the employees of the recreation workers;

b) One overtime list is to be maintained by all parties;

c) In a situation, where it is determined that an error has been made in overtime attribution, the employee in question will need to forfeit **their** next turn on the list;

d) A continuation of shift of three (3) hours or less does not count as shift where the employee's turn is skipped;

e) If a continuation of shift is greater than three (3) hours, the employee in question will need to forfeit **their** next turn on the list;

f) A call out is considered three (3) hours and the employee in question will need to forfeit **their** next turn on the list;

g) Any of the employees in the recreation department who have received or refused an overtime shift at the Multipurpose Centre or with the Public Works department will need to forfeit **their** next turn on the recreation overtime list.

18.01 List of Holidays – The Employer recognizes the following as paid holidays:

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

and any other day proclaimed as a holiday by the Federal or Provincial Government or by the Town of Shediac.

18.02 Holiday Not Worked

a) When a holiday falls on a scheduled workday, employees who are not required to work on the said holiday shall receive pay equal to one normal day's pay.

b) When any of the above-noted holidays falls on an employee's scheduled day off, the employee shall receive a substituted day off with pay at a time mutually agreed upon between the employee and the Employer.

18.03 Holiday worked – If an employee is scheduled to work or called back to work on a Holiday, **they shall be paid time and one half (1 ½) the regular rate for all hours worked in accordance with** Article 17.02 in addition to the holiday pay for the day outlined in Article 18.01.

18.04 Christmas and New Year's Eve – All employees shall be granted to have the last one-half working shift off with pay on Christmas Eve and New Year's Eve, which shall not exceed 4 hours.

19.01 Length of Vacation

i) **Vacation credits shall be applied January 1st of each year. The vacation leave credit shall be:**

Years of Service	Vacation Entitlement	Days	Accrual Rate
Less than 6 years	**3 weeks**	**15 days**	**1¼ days per month**
6 years, less than 14 years	**4 weeks**	**20 days**	**1⅔ days per month**
14 years, less than 20 years	**5 weeks**	**25 days**	**2 1/12 days per month**
20 years or more	**6 weeks**	**30 days**	**2½ days per month**

ii) **Upon termination of employment for any reason, should the employee have taken more vacation than they have earned, the excess amount will be deducted from their final pay at their regular rate of pay. If the final pay is insufficient to cover the amount owed, the Employer will invoice the employee for the remaining balance.**

iii) **Upon termination of employment for any reason, an employee will be paid, within fifteen (15) days of their final pay, for any unused vacation credits accrued, at their regular daily rate of pay.**

iv) **If an employee begins employment after the 15th day of the month, they will not accrue vacation credits for that month.**

19.02 Holidays During Vacation – If a paid holiday falls or is observed during an employee's vacation period, **they** shall be granted an additional day's vacation for each holiday, in addition to **their** regular vacation time.

19.03 Calculation of Vacation Pay – Vacation pay shall be at the rate effective immediately prior to the vacation period.

19.04 Vacation Pay on Termination – An employee terminating **their** employment at any time in **their** vacation year before **they have** had **their** vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

19.05 Preference in Vacations – Vacations shall be granted first on the basis of seniority among **all** employees **in that Department and awarded as per 19.06**.

19.06 Vacation Schedules – Vacation **selection shall be submitted by March 1st each year for employees wanting preference to be given by seniority. At least 50% of the annual vacation entitlement must be submitted by March 1st** each year. **The Employer shall respond and post the approved vacation schedule by April 1st. The approved vacation schedule** shall not be changed unless mutually agreed upon between the employee concerned and the Employer. **Any vacation request after April 1st will be on a first come, first served basis. The balance of the annual**

vacation entitlement not scheduled by April 1st, must be submitted no later than October 1st or the Employer will schedule them on behalf of the employee.

19.07 Unbroken Vacation Period – An employee shall be entitled to receive **their** vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

19.08 Vacation Entitlement – Vacation entitlement may not be carried over to a subsequent vacation year. However, where special circumstances exist, an employee who wishes to carry vacation entitlement forward shall request the Employer's permission to do so, in writing, prior to the last day of **October** of the vacation year in which the employee ordinarily would take the vacation sought to be carried forward, and the Employer may grant such request.

19.09 Recreation Department – Accumulated Time off request

a. **Per calendar year, accumulated time-off request (accumulated overtime, accumulated stats, flex time) shall be distributed on a first come, first served basis, based on Town's operational requirements.**

b. **Because of the two weeks' notice required to change the recreation schedule for permanent employees, any request for time off not made three (3) weeks prior can be refused due to operational requirements.**

19.10 Overtime/ Time off – Time off shall be taken at a time mutually agreeable by the employee and Employer otherwise the employee shall be paid for the overtime worked. An employee upon giving the Employer sufficient notice, shall be paid for all of the overtime hours or a portion that an employee has banked if so requested. All banked overtime accrued in a calendar year will be paid out on the first pay period of December and any overtime banked following the first pay period of December will be paid out on the first pay period of January.

20.01 Sick Leave Defined – Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled.

20.02 Amount of Sick Leave – All employees shall be entitled to receive one and one-half (1½) days sick leave per month cumulative to a maximum of two hundred and fifty (250) days.

20.03 Deductions from Sick Leave Credits – A deduction shall be made from accumulated sick leave for all normal working days (exclusive of holidays) absent for sick leave as defined in 20.01.

20.04 Proof of Illness – An employee may be required to produce a certificate from a qualified medical practitioner certifying that such employee is unable to carry out **their** duties due to illness.

20.05 Sick Leave during Leave of Absence – When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work within nine (9) months,

they shall not receive sick leave credit for the period of such absence but shall retain **their** accumulated credit, if any, existing at the time of such leave or lay off.

20.06 Sick Leave Without Pay – Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted. This clause shall not apply when an employee has been determined by a Government agency or insurer to be permanently disabled to the point that **they** cannot perform **their** regular duties.

20.07 Requirements to Notify – An employee who is to be absent from work on account of sickness or accident who wishes to use **their** sick leave credits for such absence must notify **their** immediate Supervisor at least two (2) hours prior to **their** scheduled shift, if possible.

20.08 Unused Portion of Sick Leave Credits – On retirement from employment, at 50 years of age (or more) during the calendar year of retirement and 10 years or more of service, the Employer shall pay the employee or their beneficiary 5% of their accumulated sick leave for each year of service at the rate of 50% their regular rate of pay at the time of retirement. This article shall not apply to those employees dismissed for cause. A maximum sick leave benefit of two hundred and fifty (250) days shall apply for the purposes of this clause.

21.01 Union Conventions – Leave of absence with pay and without loss of seniority shall be granted, upon request to the Employer, to employees elected or appointed to represent the Union at Union Conventions or seminars. Such leave shall not exceed a total of ten (10) days in one year.

21.02 Leave for Union and Public Duties – Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period up to one (1) year. Such leave shall be renewed each year on request during **their** time at office.

21.03 At the written request of the Union, the designated Union representatives of the negotiating committee shall not suffer any loss of pay or benefits for the time spent in meeting with the 1773 Employer during the course of negotiations and the Employer shall grant one (1) day off with pay to the bargaining team per month in the three (3) months prior to the contract expiration or three (3) months prior to the initial exchange of proposals for formulation of a bargaining stance.

21.04 Bereavement Leave – An employee shall be entitled to a maximum of:

a) five (5) working days' leave without loss of salary or wages in the case of the death of a spouse (including common-law), child or step-child, **parent, person in loco parentis, sibling, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and relative living in the same household.**

b) An employee shall be entitled to **one (1)** day of the funeral **or celebration of life** as leave without loss of salary or wages in the case of the death of an aunt, uncle, niece or nephew.

c) **One (1) day's leave without loss of salary or wages shall be granted to an employee to act as a pallbearer or to play an active role at the funeral or celebration of life of a person other than those listed under a) b) and c).**

If the funeral or celebration of life is held in a location outside the employee's place of residence, the employee shall be granted upon approval reasonable travelling time required up to a maximum of two (2) additional days without loss of salary or wages provided that such employee attend the funeral or celebration of life. There shall be no pay granted for **travel days** that fall on non-working days.

21.**05** Jury Duty or Witness – The Employer shall grant leave of absence from work to an employee who:

a) is required to serve on a jury; or

b) is subpoenaed as a witness before a Court of Justice, a Coroner's Inquest or a Court of Inquiry.

Such employee shall be paid the difference between **their** regular pay and the amount received as a Juror or as a Witness excluding travelling, meals, and other expenses upon presentation of a certificate of attendance for Jury and Witness duty. If an employee is required to report on any day for jury duty but is not required to serve for the entire day, such employee shall then report to work.

21.**06** Education Leave – Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications in the service.

21.07 Domestic, Intimate Partner and Sexual Violence Leave - Employees in the bargaining unit shall have the right to apply for Domestic Violence, Intimate Partner Violence or Sexual Violence Leave pursuant to the *Employment Standards Act* and Regulations, as amended from time to time.

21.**08** General Leave – The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer.

21.09 Maternity and Childcare/Parental Leave – The provisions of the *Employment Standard Act* and the *Employment Insurance Act* with respect to Maternity and Parental leave shall apply.

21.10 Birth/Adoption Leave - An employee shall be granted three (3) paid consecutive days on the occasion of the birth or adoption of their child.

21.11 Flex Time - The Employer provides employees with three (3) days (or 24 hours) of paid leave per calendar year. Flex Time is intended to support employees in managing personal and family responsibilities. They may be used for purposes such as childcare, attending appointments for family members, or for personal time off. Flex Time is designed to offer flexibility for occasional absences and to promote a healthy work-life balance.

Flex Time must be scheduled in advance, unless the circumstances prevent it and is subject to operational requirements. Flex Time must not be unreasonably denied. Flex Time must be used

within the calendar year in which they are granted. Flex Time is non-transferable or payable, does not accumulate, and any unused hours will not be carried forward to the following year.

New employees, temporary and casual employees must be granted Flex Time on a prorated basis. If an employee begins employment after the 15th day of the month, they will not accrue Flex Time credit for that month.

No justification or supporting documentation is required when using these hours.

22.01 Pay Days – The Employer shall pay salaries and wages every other Thursday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of **their** wages and deductions.

22.02 Standby – When an employee is advised by the Employer that **they are** "on call" that is, immediately available by direct telephone contact, **they** shall be paid two (2) hours per eight (8) hours of standby.

22.03 Temporary Transfer – Should an employee be temporarily transferred or assigned to a higher rated position, the employee shall receive the pay of the higher rated position **immediately** for the period of such transfer or assignment.

22.04 Shift Differential – A shift differential of one dollar and fifty cents ($1.50) per hour shall be paid for hours worked between 4:00 p.m. and 8:00 a.m. for all employees except employees scheduled to work on a shift for which the majority of scheduled hours of work is within the period 8:00 a.m. to 4:00 p.m.

22.05 Long Service Pay – In recognition of long service to the Town by employees, the Employer agrees to pay an annual payment to each employee on the following basis:

After one (1) year's seniority	$100.00
After five (5) years' seniority	$150.00
After ten (10) years' seniority	$200.00
After fifteen (15) years' seniority	$250.00
After twenty (20) years' seniority	$300.00
After twenty-five (25) years' seniority	$350.00

and the said payment shall be on a separate cheque and paid to the employees on the first pay day of December in each year.

23.01 Job Descriptions – The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions.

23.02 No Elimination of Present Classifications – Existing classifications shall not be eliminated without prior agreement with the Union.

23.03 Changes in Classification – When the duties or volume of work in any classification are changed or increased, or where the Union and/or the employee feel **they are** unfairly or incorrectly classified, or when any position not covered by Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

24.01 Occupational Health & Safety – All requirements of the Occupational Health and Safety Legislation shall be respected by the Employer and the employees.

24.02 Fist-Aid Kits and Training – A First-Aid Kit and fire extinguishers shall be supplied by the Employer. The Employer agrees to provide First-Aid Training courses to all employees who shall attend such courses as are required for basic qualifications.

24.03 Pay for Injured Employees – An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at **their** regular rate of pay without deduction from sick leave unless a doctor or nurse states that the employee is fit for further work on that shift.

24.04 Employees shall comply with all occupational health and safety requirements, including the proper use of personal protective equipment (PPE). Employees are required to wear, at a minimum, the PPE specified for their position or work area.

25.01 Job Security – In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted, transferred or leased in such a way as to reduce the hours of work or cause layoffs of employees of the bargaining unit, either directly, indirectly or through bumping.

The Town agrees to guarantee **a minimum of thirteen (13)** full-time positions in the Public Works Department and **a minimum of twelve (12)** full-time positions in the Recreation Department. Of the **twelve (12)** positions, the Employer agrees to guarantee a minimum of **three (3)** Recreation Worker III, 1 Recreation Worker I and a Recreation Working Forman.

When any such position is temporarily vacant for an anticipated duration of four (4) months or more, the Employer shall ensure a replacement.

25.02 Inclement Weather – Whenever ordinary work cannot be reasonably continued during working hours by reason of inclement weather conditions, the Employer shall either provide indoor work in their or other departments for outside crews or allow them to stand by inside. No loss of pay shall result by reason of the provisions of this clause.

26.01 Technological Changes – The introduction of technological changes which affects the working conditions of the bargaining unit shall be subject to negotiations between the parties; if the parties cannot resolve such disputes, the matter shall be processed in accordance with the procedures of the New Brunswick *Industrial Relations Act* (Ch. I-4).

27.01 No Outside Employees – The Employer recognizes the rights of employees to have other employment, provided such other employment does not interfere with such employee's performance of work for the Employer or does not conflict with the interests of the Employer.

27.02 Non-bargaining supervisory personnel who supervise employees in this Bargaining Unit shall not do work normally assigned to members of this Bargaining Unit, except in the case of emergencies or for training purposes.

28.01 Uniforms, Clothing and Safety Boots – The Employer shall issue:

a) In the month of **April,**

i) All permanent unionized employees will **have to place an order with the Human Resources and Health Safety Officer, to purchase clothing from the Town of Shediac Clothing Catalogue. CSA-approved (ESR) boots will be bought through the approved supplier. For clothing,** employees may purchase any items from the list **provided by the Employer**, but the total cost **for clothing and boots** must not exceed **$750.**

ii) The cost of **The Town of Shediac** logo will be included in the clothing **price;**

iii) Two (2) designated days will be scheduled prior to the order deadline, allowing employees to try on clothing from the supplier.

iv) All items listed above will be purchased through **orders**. No money will be given to employees.

v) Should an employee exceed the maximum value allowed, **they are** responsible for the difference at the point of sale. If the maximum allowed is not used, the difference will not be returned to the employee.

b) PPE items that will be provided by the Employer: one (1) Hi-vise-rain suit, one (1) Hi-vise winter suit, mechanic coveralls, non-prescription goggles or safety glasses, helmet for side-by-side, protective hearing equipment, gloves, hard hats, full-face shield for chainsaw, chainsaw protective chaps, hockey helmet, welding helmet and masks as required.

c) Replacement items will be issued only when used or damaged items are returned. Permission of the **Human Resources and Health – Safety Officer** will be required before replacement items can be issued. Any required safety clothing and equipment, such as orange jackets, vests or stripes, shall not be used as substitutes for the items listed in paragraph b.

29.01 Group Health and Life Insurance

a) The Employer shall maintain a group health insurance plan and a group life insurance plan for municipal employees. Such plans may be replaced by mutual agreement in writing by alternate plans, which may include additional or improved benefits. The Employer shall pay 100% of the premiums of such plans for all regular employees. Employees shall co-pay $5.00 per prescription.

b) Premiums related to group health and dental insurance for casual Employees shall be paid by the Employer during the period that such employees are actually employed. Such employees may continue paying such premiums during layoff as defined in Article 13.04.

c) The Employer agrees to pay the full amount of the plans.

d) Effective at date of signing, vision will be increased to $250.00.

29.02 L.T.D. – A long-term disability plan shall be maintained. Such plan may be modified through mutual consent. The employee shall pay 100% of the premium of such plan through payroll deductions.

29.03 Payment of Premiums During Temporary Absence – An employee prevented from performing **their** regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation Act shall continue to benefit from Article 29.01, and further the Employer agrees to pay the affected employee an amount equivalent to the premiums referred to in Article 29.02 during the period of temporary absence. The Employer agrees to pay the Employer share of the Pension Plan provided the employee also pays **their** share. This is to continue for a maximum period of two (2) years. The employee will also keep accumulating seniority for that period.

29.04 Pension Plan – The Pension Plan presently in effect shall continue to apply during the term of this agreement. Permanent and casual employees as well as the Employer shall make matching

contributions of 7%. Any changes to the said plan shall only take effect by mutual agreement of the parties.

29.05 Premiums of Retirement – Employees who retire between the ages of 57 and 65 will be eligible for pre-retirement health and life insurance coverage. 100% of Premiums are paid by the employee.

30.01 Bulletin Boards – The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other reasonable notices as may be of interest to the employees.

30.02 Tools and Equipment

(a) With the exception of licensed Mechanics, the Employer shall supply all tools and equipment required by employees in the performance of their duties. Replacements will be made by producing the worn or broken tools.

(b) Licensed Mechanics must:

i) **provide their own hand tools of trade in the execution of their regular duties. The Employer will provide specialty tools. An annual tool allowance of $1,000 per year shall be provided following the ratification of the Collective Agreement and every July 1st thereafter.**

ii) **Replacements will be made by the Employer when the licensed mechanics produce the worn or broken tools.**

30.03 Benefits Greater than *Employment Standards Act* – Where a benefit, privilege, right or obligation in the *Employment Standards Act* is greater than provided for in the Collective Agreement, the *Employment Standards Act* shall prevail. Where the Collective Agreement provides for greater benefit, privilege, right or obligation than the *Employment Standards Act*, the Collective Agreement shall prevail.

31.01 **Whenever he/him/his and he/her/hers is used in this document, it shall be updated to they/them/theirs throughout the CA.**

31.02 Liability – The Town and/or its agents shall pay all legal costs of any action initiated against an employee by virtue of the performance of **their** employment duties.

32.01 No Strikes – The Union hereby agrees that during the term of this Agreement there shall be no strikes or walkouts.

32.02 No Lockouts – The Employer agrees that there shall be no lockout during the term of this Agreement.

33.01 Effective Date – This Agreement shall be binding and remain in effect from **July 1, 2026 to June 30, 2031** and, this Agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiations of a new agreement by giving written notice to the other party, between the period of April 1st and June 1st of any year. Within twenty (20) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new agreement.

33.02 Notwithstanding the preceding, where a notice requesting negotiations of a new agreement has been given, this Agreement shall remain in full force and effect until such time as an agreement has been signed in respect of a renewal, amendment, or substitution thereof; or until such time as a deadlock is arrived at, in which case Article 32 of this Agreement shall be null and void.

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

33.04 The only items in this Collective Agreement which are subject to retroactive adjustment are the wage rates which shall be paid at straight time for all regular hours worked and at the adjusted overtime rate for all overtime hours worked.

SIGNED on behalf of the parties on this 25 day of September, A.D., 2026.

FOR THE EMPLOYER

Patricia Bourque-Chevarie, Mayor

Sylvain Montreuil, Clerk

Yves M. Leger, Chief Administrative Officer

FOR THE UNION

Scott Gallant, President, CUPE Local 1773

Jean-Pierre Sormany, Vice President, CUPE Local 1773

Mathoux Matulu, Secretary-Treasurer, CUPE Local 1773

Danny Cormier, CUPE Local 1773

Schedule "A" - Classifications and Pay Rates
Effective July 1, 2026 - June 30, 2031

									$0.50 + 2% or CPI, whichever is greater			
	01-Jul-25	Adjustment	01-Jul-26		01-Jul-27		01-Jul-28	01-Jul-29		01-Jul-30	
	Existing Rate	$0.50	Base Salary	3.00%	$0.50	3.00%	3.00%	$0.50	2.00%	$0.50	2.00%
Public Works Dept.											
Utility Operator III	$ 31.29	$ 0.50	$ 31.79	$ 32.74	$ 33.24	$ 34.24	$ 35.27	$ 35.77	$ 36.48	$ 36.98	$ 37.72
Utility Operator II	$ 31.76	$ 0.50	$ 32.26	$ 33.23	$ 33.73	$ 34.74	$ 35.78	$ 36.28	$ 37.01	$ 37.51	$ 38.26
Utility Operator I	$ 32.56	$ 0.50	$ 33.06	$ 34.05	$ 34.55	$ 35.59	$ 36.66	$ 37.16	$ 37.90	$ 38.40	$ 39.17
Assistant Working Foreman	$ 34.61	$ 0.50	$ 35.11	$ 36.16	$ 36.66	$ 37.76	$ 38.90	$ 39.40	$ 40.18	$ 40.68	$ 41.50
Working Foreman	$ 36.07	$ 0.50	$ 36.57	$ 37.67	$ 38.17	$ 39.31	$ 40.49	$ 40.99	$ 41.81	$ 42.31	$ 43.16
Mechanic Operator	$ 33.95	$ 0.50	$ 34.45	$ 35.48	$ 35.98	$ 37.06	$ 38.17	$ 38.67	$ 39.45	$ 39.95	$ 40.75
Fleet											
Working Foreman Mechanic[1]	$ 36.07	$ 0.50	$ 37.57	$ 38.70	$ 39.20	$ 40.37	$ 41.58	$ 42.08	$ 42.93	$ 43.43	$ 44.29
Licensed Mechanic[1]	$ 34.48	$ 0.50	$ 35.98	$ 37.06	$ 37.56	$ 38.69	$ 39.85	$ 40.35	$ 41.15	$ 41.65	$ 42.49
Water[2]											
Working Foreman	$ 36.07	$ 0.50	$ 36.57	$ 37.67	$ 38.17	$ 39.31	$ 40.49	$ 40.99	$ 41.81	$ 42.31	$ 43.16
Utility Operator III	$ 31.29	$ 0.50	$ 31.79	$ 32.74	$ 33.24	$ 34.24	$ 35.27	$ 35.77	$ 36.48	$ 36.98	$ 37.72
Scoudouc Industrial Park											
Working Foreman	$ 36.07	$ 0.50	$ 36.57	$ 37.67	$ 38.17	$ 39.31	$ 40.49	$ 40.99	$ 41.81	$ 42.31	$ 43.16
Utility Operator III	$ 31.29	$ 0.50	$ 31.79	$ 32.74	$ 33.24	$ 34.24	$ 35.27	$ 35.77	$ 36.48	$ 36.98	$ 37.72
	01-Jul-25	Adjustment	01-Jul-26		01-Jul-27		01-Jul-28	01-Jul-29		01-Jul-30	
Recreation Dept - Arena & Centre	Existing Rate	$0.50	Base Salary	3.00%	$0.50	3.00%	3.00%	$0.50	2.00%	$0.50	2.00%
Recreation Worker IV[3]	$ 25.66	$ 0.50	$ 27.91	$ 28.75	$ 29.25	$ 30.12	$ 31.03	$ 31.53	$ 32.16	$ 32.66	$ 33.31
Recreation Worker III	$ 31.29	$ 0.50	$ 31.79	$ 32.74	$ 33.24	$ 34.24	$ 35.27	$ 35.77	$ 36.48	$ 36.98	$ 37.72
Recreation Worker II	$ 31.76	$ 0.50	$ 32.26	$ 33.23	$ 33.73	$ 34.74	$ 35.78	$ 36.28	$ 37.01	$ 37.51	$ 38.26
Recreation Worker I	$ 32.56	$ 0.50	$ 33.06	$ 34.05	$ 34.55	$ 35.59	$ 36.66	$ 37.16	$ 37.90	$ 38.40	$ 39.17
Working Foreman	$ 36.07	$ 0.50	$ 36.57	$ 37.67	$ 38.17	$ 39.31	$ 40.49	$ 40.99	$ 41.81	$ 42.31	$ 43.16
~~*Rec IV (Present Facility Attendants)[4]~~	~~$ 27.91~~	~~$ 0.50~~	~~$ 28.41~~	~~$ 29.26~~	~~$ 29.76~~	~~$ 30.66~~	~~$ 31.58~~	~~$ 32.08~~	~~$ 32.72~~	~~$ 33.22~~	~~$ 33.88~~

Explanation for salary adjustments

1 New classifications for Working Foreman in fleet and Licensed Mechanic - $1/hour premium for red seal already included in base salary.

2 Premiums for Water and Wastewater Certifications in Public Works - refer to Memorandum of Agreement

3 Rec IV employees salary will be adjusted to Rec IV Present Facility Attendants salary rate.

4 *Rec IV (Present Facility Attendants) will be re-classified as Recreation Worker IV

For 2029, 2030, the proposed rates are $0.50 + 2% or CPI, whichever is greater.

NBCPI Salary Increase - the Town of Shediac calculates New Brunswick Consumer Price Index (NBCPI) with a reference period of July to June.

CPI-NB-AllItems-Monthly_IPC-NB-Ensemble-mensuel.xlsx

For example: 2026 rate is calculated using the average rate from July 1, 2025 to June 30, 2026.

BETWEEN: TOWN OF SHEDIAC

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1773

The Employer accepts to promote one Recreation Worker IV to a Recreation Worker III position.

Dated in Shediac, N.B., this 25 day of September 2026.

FOR THE EMPLOYER

Patricia Bourque-Chevarie, Mayor

Sylvain Montreuil, Clerk

Yves M. Leger, Chief Administrative Officer

FOR THE UNION

Scott Gallant, President, CUPE Local 1773

Jean-Pierre Sormany, Vice President, CUPE Local 1773

Mathoux Matulu, Secretary-Treasurer, CUPE Local 1773

Danny Cormier, CUPE Local 1773

Water and Wastewater

Whereas both parties, the Town of Shediac ("the Employer") and the Canadian Union of Public Employees (CUPE) Local 1773 ("the Union"), agree that there is a need to increase the technical aspect of the positions within Water and Wastewater due to the changes in standards, regulations, and work procedures, and there is an interest on both parties to assist internal Union employees with meeting the required qualifications and experience, the parties have entered into the following agreement;

This Memorandum of Agreement (MOA) is formulated between the parties, the Town of Shediac and the Canadian Union of Public Employees (CUPE) Local 1773 to formalize an agreement reached to confirm the position titles, qualifications and pay groups of the following positions in the Water and Wastewater ~~section~~ Department of Public Works and Scoudouc Industrial Park;

Upon completion of the following criteria, related to Water Certification, the employee would receive an additional $1.00/hour premium.

PHASE 1

1. **Successful completion of Water Distribution and/or Treatment Training;**
2. **A minimum of 1800 hours of experience working in the Water & Wastewater Department;**
3. **Achieve Certificate Level 1 in Water Distribution and/or Treatment (employees will have this opportunity in order of seniority);**
4. **Completed and up-to-date with all required safety training.**

Upon completion of the following criteria, related to Wastewater Certification, the employee would receive an additional $1.00/hour premium.

PHASE 2

1. **Successful completion of Wastewater Collection and/or Treatment Training;**
2. **Completed 1800 hours of experience in the Water and Wastewater Department;**
3. **Achieve Certification Level 1 in Wastewater Collection and/or Treatment (employees will have this opportunity in order of seniority);**
4. **Completed and up-to-date with all required safety training.**

It is agreed that required qualifications to earn premiums mentioned above are as follows:

- **Must obtain a Class 3E license no later than the final date of the trial period outlined in the job offer letter and in compliance with Articles 14.05 and 14.06.**
- **Any fees associated with obtaining this license requirements are at the Employer's expense.**

The parties recognize that there are minimum experience requirements that are beyond the control of the Employer set out by the New Brunswick Department of Post-Secondary Education, Training and Labour, which are pre-requisites to achieving any given Certification Level.
Employees must pass the exams for Water Distribution and/or Treatment, and Wastewater Collection and/or Treatment to meet the requirements of the MOA.

The Employer will:

1. **Determine the number of employees they will support through this process. Opportunities will be offered by seniority.**
2. **Give refresher training/preparation for all interested employees to help prepare to write exams.**
3. **Give opportunity to write the exam twice. Initial and one other opportunity based on the waiting period as set forth by the Department of Post-Secondary Education, Training and Labour. The employee will be required to pay the re-write cost beyond the first two opportunities which will be paid by the Employer.**

For clarification, the employees must have proper certifications to be eligible to obtain premiums and an employee who has both Water Certification and Wastewater Certification shall obtain $2.00/hour premium.

This Memorandum of Agreement signed at Shediac, N.B., this 25 day of September 2026.

FOR THE EMPLOYER

Patricia Bourque-Chevarie, Mayor

Sylvain Montreuil, Clerk

Yves M. Leger, Chief Administrative Officer

FOR THE UNION

Scott Gallant, President, CUPE Local 1773

Jean-Pierre Sormany, Vice President, CUPE Local 1773

Mathoux Matulu, Secretary-Treasurer, CUPE Local 1773

Danny Cormier, CUPE Local 1773

Between:

Town of Shediac

-and-

CUPE Local 1773

Re: Commitment to Discuss the Contribution Amount to the Pension Plan.

The Parties agree to the following:

1. **The Employer is currently working on evaluating the competitiveness of the current pension plan contribution percentage. The type of pension plan will remain unchanged.**

2. **The Employer will hold a meeting with the Union as soon as practicably possible following the signing of the Collective Agreement, with the intent of consulting the Union on any potential improvements. As per Article 29.04, any changes shall only take effect by mutual agreement of the parties.**

3. **The Employer, with the assistance of the pension plan specialist, will hold information sessions to help employees better understand the plan and the impact of the contributions upon retirement;**

4. **Improvements to the matching contributions will be agreed in a Letter of Agreement in replacement of amount in Article 29.04.**

Signed at Shediac, N.B. on the 25 day of September 2026.

FOR THE EMPLOYER

Patricia Bourque-Chevarie, Mayor

Sylvain Montreuil, Clerk

Yves M. Leger, Chief Administrative Officer

FOR THE UNION

Scott Gallant, President, CUPE Local 1773

Jean-Pierre Sormany, Vice President, CUPE Local 1773

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Danny Cormier, CUPE Local 1773 cb:cope491