

COLLECTIVE AGREEMENT

BETWEEN: Fundy Regional Service Commission



**AND: Teamsters, Chauffeurs, Warehousemen,
Helpers and Miscellaneous Workers
LOCAL 927**



EFFECTIVE: January 1, 2023 to December 31, 2025

TABLE OF CONTENTS

Article	Title	Page
1	Preamble	2
2	Management Rights	2
3	Recognition and Negotiations	2
4	Continuity of Operations	3
5	General Provisions	3
6	Union Security	4
7	New Employees	5
8	Correspondence	5
9	Mutual Interest Committee	5
10	Employer – Union Relations	7
11	Reports from the Commission	7
12	Grievance Procedure	7
13	Arbitration	9
14	Discipline, Suspension and Discharge	9
15	Seniority	10
16	Promotions and Changes to the Workforce	11
17	Layoffs and Recall	13
18	Hours of Work	13
19	Overtime	14
20	Statutory Holidays	15
21	Vacation	15
22	Sick Leave	17
23	Leave of Absence	18
24	Payment of Wages and Benefits	19
25	Classification and Reclassification of Positions	20
26	Social Security	20
27	Health and Security	21
28	Technological Change and Others	21
29	Employment Security	21
30	Clothing Allowance	22
31	General	22
32	Term of Agreement	23
Appendix A	Employee Definitions and Applicable Benefits	24
Schedule A	Wages	25
	Signatures	26

ARTICLE 1 – PREAMBLE

1.01 WHEREAS it is the intention and purpose of the parties to this Agreement:

- 1) to maintain and improve existing harmonious relations and settled conditions of employment between the Commission and the Union;
- 2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to the terms of this Agreement;
- 3) to maintain and promote the efficiency and productivity of the operations of the Commission;
- 4) to promote the morale, well-being and safety of all employees covered by the terms of this Agreement.

1.02 And being the desire of both parties that all the terms relating to the working conditions of the employees covered by this Collective Agreement be provided in an agreement; now therefore the Parties agree as follows:

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights – The Union recognizes that:

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

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit – The Employer recognizes the Teamsters, Chauffeurs, Warehousemen, Helpers and Miscellaneous Workers Local 927 as the exclusive bargaining agent for all employees covered by this Collective Agreement according to Certification Order IR-051-01 as determined by the Labour and Employment Board of the Province of New Brunswick and excludes Chief Executive Officer, General Manager, Directors, Supervisory Personnel, Office Workers and all other persons excluded by the Industrial Relations Act. The Employer commits itself to negotiate with the Union or any Committee authorized on its behalf all matters relating to the working relationship between the Parties with a goal towards mutual settlement of issues which may arise between the Employer and the Union.

3.02 Work of the Bargaining Unit – The Commission agrees that one of the functions of managers is the management of employees. The work of managers will not include assignments normally performed by employees in the bargaining unit except for the purpose of training, demonstration, prevention of service failures or emergencies that pose immediate or imminent danger or risk to the safety of employees or others, or to the environment. Managers will not perform bargaining unit work until all reasonable efforts have been made to have the work covered by qualified bargaining unit employees. However where it is necessary for management to perform bargaining unit work, as referenced in this clause, management will so advise the local steward.

3.03 Other Agreements – No employee(s) shall be required or permitted to make any written or verbal agreement with the Commission or its representatives if such are incompatible with the terms of this Agreement.

ARTICLE 4 – CONTINUITY OF OPERATIONS

4.01 Strike or Lock Out -

The Union agrees that for the duration of the present collective agreement, there shall be no strike nor lockout, nor work slow-down, nor total or partial stoppage of work, nor study session. The parties agree not to counsel nor encourage the above mentioned actions.

4.02 Picket Lines -

(a) The Commission recognizes the right of employees either to accept or refuse to cross a legal picket line. In the event an employee exercises their right of refusal, they must immediately advise their immediate supervisor. If such a picket line is so established it is understood that such employee will not be remunerated and will not be considered to be working for the employer during the time the employee refuses to cross the picket line. The employee's seniority will not be affected by refusing to cross such picket line.

(b) However the right recognized in paragraph (a) of the present clause does not apply in the event a picket line is established by persons or employees not covered by the present collective agreement. In such a case, a person covered by the present collective agreement must perform their normal functions unless there is an imminent danger to their safety, in which case they will advise the Commission of this danger and the Commission will take all reasonable action to ensure the safety of the employee. If such a picket line is so established it is understood that such employee will not be remunerated and will not be considered to be working for the employer during the time the employee refuses to cross the picket line. The employee's seniority will not be affected by refusing to cross such picket line.

ARTICLE 5 – GENERAL PROVISIONS

5.01 Regulations and Policies – The Commission has the exclusive right to make, modify and implement regulation, policies and procedures to be observed by the employees; such regulations, policies and procedures must not be inconsistent with the provisions of the present Collective Agreement.

5.02 No Discrimination – The parties hereto agree that no person(s) shall be discriminated against in accordance with the Canadian Human Rights Act.

5.03 Use of Singular or Gender – Throughout this agreement whenever the reference is to singular or gender these will be considered to represent just as well the plural or other gender if such is applicable.

5.04 Nullity – Any provision of the Collective Agreement which is or becomes contrary to applicable laws, will be null and void. In such case, the clause(s) affected shall be amended in conformity with the law. This shall not affect the validity of any other provision of the Collective Agreement.

5.05 Headings and Sub-Headings – All headings and sub headings in the present collective agreement are utilized for reference purposes only and have no bearing whatsoever on the interpretation of the Collective Agreement.

5.06 Access to Personal File –

(a) Upon request of an employee, at reasonable intervals, the personal file of that employee, insofar as discipline is concerned shall be made available for their examination, within two (2) working days following the request, in the presence of an authorized representative of the Commission. The two (2) working days may be extended by the Commission in order to process multiple requests.

- (b) The Union and the Commission recognize the importance of ensuring the confidentiality of employee medical information. This information will be utilized to determine an employee's ability or inability to perform work duties, for attendance management, for Commission related benefit/medical insures, for the Worksafe NB and for any other reason approved by the employee.

ARTICLE 6 – UNION SECURITY

6.01 Maintenance of Membership – Within thirty days of the ratification of the present Collective Agreement all current employees in the bargaining unit, shall become members of the Union, and thereafter maintain their membership for the duration of the present Collective Agreement as a condition of continued employment.

6.02 Union Membership - Any employee hired after the signing of the present Collective Agreement must, as a condition of employment, become a member of the Union within thirty (30) calendar days after the date of hiring. For the purpose of Union membership an employee is defined as an individual who performs work under the classifications listed in schedule “A” and who consistently meets the requirements and criteria listed in Appendix “A” of the current Collective Agreement.

An employee of the Commission, who is not classified as full-time or is employed to perform work of a short term in nature, is not recognized under the current collective agreement, furthermore any such employee is not entitled to seniority, benefits and all rights and advantages provided for in the current collective agreement. Such employees will be considered ‘casual’. The Commission will employ casual employees on an as needed basis at the discretion of management. These casual employees are in no way meant to displace the current full-time employees, but to aid in the overall efficiency of the workplace. Casuals will be paid no more than the union pay scale. The Union and Management will meet every year in June to review full-time requirements.

6.03 Union Dues - The Commission agrees , for the duration of this Agreement, to deduct Union dues in an amount and in a manner as directed by the Local Union from each employee under the scope of this Agreement which is based on the employees rate of pay determined by their regular job classification, and to remit such monies, so deducted, to the Head Office of the Local Union, along with a list of the employees from whom the monies were deducted, not later than the fifteen (15th) day of the following month. The check off list will include social insurance numbers and names. Moreover, within the thirty (30) calendar days following the date of hiring of a full-time employee, the commission shall deduct from the employees pay an amount equal to the initiation fee(s). The Commission agrees to remit such monies so deducted to the head office of the Local Union, along with a list of the employees from whom the money was deducted, at the same time as the Union dues are remitted. Such deduction shall be made a rate so prescribed by the Local Union.

6.04 Arrears – The Union will notify the Commission in writing of any arrears in dues for any reason or any arrears in initiation or re-initiation fees and the Commission will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the local union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears serves on the Commission shall prescribe payroll deductions of not more than the equivalent of one month's dues at the appropriate Local Unions rate.

6.05 Authorization Forms – The Local Union will supply the Employees with the Check off Authorization Forms. Once the forms have been signed by new employees, the Local union will forward all completed application for membership forms to the Union within thirty (30) calendar days.

- 6.06 Probationary Employees – The deductions of union dues shall be made from every employee including, but not limited to probationary employees. In the event that an employee leaves or is terminated the Commission will deduct any union dues so owing from the employee’s final pay cheque.
- 6.07 Tax Forms – The Commission shall show the yearly total of Union dues deductions on employee’s T4 slips. The T4 slips will be provided to the employees as soon as they are available which will be no later than February 28th.
- 6.08 Responsibility – The Union assumes full responsibility for the disposition of sums deducted from the wages of any employees and remitted to the Union in accordance with this Article and further agrees to indemnify and hold the Commission harmless from any action relating to this matter.

ARTICLE 7 – NEW EMPLOYEES

- 7.01 New employees – The Commission will endeavour to make every new employee aware of the existence of this Collective Agreement and of the working conditions stipulated in the Article relating to the Bargaining Unit and to the check-off of Union dues.
- 7.02 Copies of Collective Agreement – As soon as the new employee has been hired their immediate supervisor will introduce them to their Shop Steward who will provide them with a copy of the Collective Agreement.
- 7.03 Interview – The Employer shall allow a Steward an interview with a new employee during the regular working hours without loss of salary, during the first month of employment, in order to explain to the new employee the advantages and obligations relating to their membership within the Bargaining Unit and their responsibilities and obligations towards the Commission and the Union. The interview may last up to thirty (30) minutes.

ARTICLE 8 - CORRESPONDENCE

- 8.01 Correspondence – All correspondence between the Parties relating to this Collective Agreement will be between the General Manager or their designate and the Business Agent of the Union or their designate.

ARTICLE 9 – MUTUAL INTEREST COMMITTEE

- 9.01 Definition - The Mutual Interest Committee is a forum for labour-management consultation during the life of this Collective Agreement, one that promotes on-going dialogue on matters of concern and mutual interest. Such a committee will be established in conjunction with the Collective Agreement. The committee generally meets to examine and discuss “in-house” issues brought forward by either management or the Union or both. It also provides a medium for two-way communications on matters of general interest. These discussions take place outside of, and are separate and distinct from, both collective bargaining negotiations and the grievance process.
- 9.02 Guiding Principles - The Mutual Interest Committee provides an opportunity for direct, open and free discussion. Participants should be prepared to focus on workplace issues and to listen to the views expressed by others.
- (a) Members: Participants should be those directly involved in the day-to-day operations such as departmental management and local representatives.

- (b) Membership: The committee shall be composed of three (3) representatives of employees and three (3) representatives of management including a chairperson who will be nominated by either party and will alternate between Management and Union. Management representatives shall be appointed by the Commission. Union representatives shall consist of employees appointed or elected by the Union but shall not exceed in any case one (1) employee from any classification.
- (c) Meetings: The committee shall meet at least once every three (3) months or as scheduled by the committee at a previous meeting.
- (d) Rules: The meetings should allow parties to caucus separately and in private, from time to time. Participants should try to separate the people from the issues and avoid criticism of individuals. All participants should be allowed to express their views without interruption and that listening and understanding to the other point of view does not necessarily mean agreeing with it. The focus should be on interests and needs. The committee should be structured in order to allow participants to be creative and open to ideas, look for solutions and involve the other party in the search for solutions.
- (e) Immunity: Representatives on the committee or invited guests shall be protected against any loss of regular pay by reason of attendance at these meetings, and guaranteed that their individual relations with the Department shall not be affected by discussions initiated by them in good faith in their representative capacity.
- (f) Sub-Committees: the committee may appoint whatever sub-committees are required to carry out its functions.
- (g) Authority: The matters that this committee would not be in a position to resolve shall be referred to the Union's membership and the Administration, along with the appropriate comments and views in order to seek adequate guidance.

9.03 Committee Functions – the Committee will concern itself with matters of the following nature:

- (a) questions that may arise in the application of the Collective Agreement, policy, procedure, methods, directives, past practices, etc.;
- (b) constructive commentary on all activities;
- (c) promoting co-operation and operating efficiency in effective economic measures;
- (d) maintaining and improving service to the public;
- (e) promoting safe and sanitary practices and the observance of safety procedures;
- (f) reviewing ideas and suggestions and following up on those relating to the provisions of the Collective Agreement;
- (g) promoting education and training;
- (h) promoting positive and constructive dialogue between the parties in order to promote productivity, effectiveness and efficiency; and
- (i) promoting good relations in the workplace and elsewhere.

ARTICLE 10 – EMPLOYER-UNION RELATIONS

- 10.01 Representation – No employee or group of employees will endeavour to represent the Union during meetings with the Employer without the express authorization of the Union. In order to make this Article official the Union will supply the Employer with a list of its representatives.
- 10.02 Negotiating Committee – A Committee will be established comprised of a maximum of three (3) members representing the Commission and three (3) members representing the Union. The Union will provide the Employer with the names of its representatives appointed to such Committee.
- 10.03 Functions of the Bargaining Committee – The Committee will be seized with matters of interest to both parties as far as items to be negotiated within the Collective Agreement.
- 10.04 Representatives of the Union – The Union shall have the right to request the assistance of a representative from the International Brotherhood of Teamsters when it negotiates with the Employer.
- 10.05 Meetings of the Committee – In cases where either Party wishes to schedule a meeting of the Committee such meeting will occur at a time and place agreed to by mutual consent. For Union contract negotiations, both parties agree that negotiations will be held at a mutually agreed, neutral site, with costs equally shared by both parties.
- 10.06 Shop Stewards – The Union may appoint (1) Steward and (1) alternate. The Steward or the alternate are not specifically designated to represent any sub-group of employees. The appointment of more Stewards requires the consent of both the Commission and the Union. The Shop Steward may inquire about any grievance originating from their establishment and assist any employee who wishes to make one. However, a Steward must, prior to leaving their position of work, obtain the authorization of their supervisor which shall not be unduly refused. The supervisor will authorize the period of time during which the Shop Steward may be absent from their work to inquire about the grievance. The parties agree that in any case, where any employee, other than the Shop Steward, is involved in the inquiry concerning a complaint or a grievance, any such meeting or inquiry must be held outside the working hours of the employees concerned.
- 10.07 Discharge - If the Company discharges the Shop Steward, the Union shall be advised prior to such discharge and they shall have the right to representation from their Union Business Representative.
- 10.08 Steward Representation - A Steward shall be present at any disciplinary meeting regarding verbal, written warnings, suspensions and discharges. For greater clarity, the Company will only administer discipline at a meeting face-to-face with the employee concerned, and a Steward present, failing which, the discipline shall be deemed null and void.

ARTICLE 11 – REPORTS FROM THE COMMISSION

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

ARTICLE 12 – GRIEVANCE PROCEDURE

- 12.01 The purpose of this section is to establish procedures for discussion, processing and settlement of grievances. Should questions arise concerning interpretations, application or an alleged violation of the provisions of this agreement between the Commission and the Union or any employee or any person entitled to grieve, the following procedure shall apply:

- 12.02 **Step One:** Within five (5) working days after the alleged grievance has arisen, or knowledge thereof, a meeting shall take place between the employee(s) concerned and the immediate supervisor in an attempt to settle the grievance. This step of the grievance procedure will be executed in a manner, time and location that will not cause disruptions to the Employer's operations. Within two (2) working days of that meeting, a verbal response will be given to the employee. It is understood that for this and the other steps of the grievance procedure, that working days shall not include Saturdays, Sundays or Statutory holidays.
- Step Two:** The employee(s) accompanied by their Shop Steward, may take the matter up with the appropriate supervisor in writing within two (2) working days of an unsatisfactory verbal response from step one. This step of the grievance procedure will be executed in a manner, time and location that will not cause disruptions to the Employer's operations. In so doing, the Steward will submit to the supervisor a complete written record of the grievance and the redress sought. The supervisor shall render their decision, in writing, within five (5) working days or receipt of such written notice.
- Step Three:** Failing satisfactory settlement, the employee(s) accompanied by their Shop Steward, may take the matter up with the General Manager or their designate within five (5) working days following the written response of step two. This step of the grievance procedure will be executed in a manner, time and location that will not cause disruptions to the Employer's operations. In so doing, the Steward will submit to the General Manager or their designate a complete written record of the grievance and the redress sought. The General Manager or their designate shall render their decision, in writing, within ten (10) working days or receipt of such written notice.
- 12.03 In determining the time within which any step except arbitration is to be taken under the foregoing provisions of this Article, Saturdays, Sundays and Statutory Holidays shall be excluded.
- 12.04 Any and all time limits fixed by this Article may be extended by mutual agreement in writing between the Commission and the Union.
- 12.05 If advantage of the provisions of this Article is not taken within the time limits specified herein, or extended as set out in 12.04 above, the matter in dispute shall be deemed to have been abandoned and cannot be reopened.
- 12.06 No grievance shall be defeated because of improper spelling or incorrect identification of an employee.
- 12.07 The Commission and the Union reserve the right to file a grievance of general application, which shall be filed at Step Two of the grievance procedure within ten (10) working days after the alleged grievance has arisen or knowledge thereof. The Union, upon written request, shall be granted a maximum of thirty (30) days from the date of the alleged grievance to submit a complete written record of the grievance and the redress sought.
- 12.08 Letters of Understanding, if any, shall be in writing and form part of this Agreement and are subject to the grievance and arbitration procedure.
- 12.09 **Grievances Relating to Termination** – All grievances dealing with terminations which result in a reduction of the members of the Bargaining Unit may be brought to step three of the Grievance Procedure.
- 12.10 Notice of arbitration must be filed within 30 calendar days of the grievance procedure being completed and follow the procedures within Article 13.

ARTICLE 13 – ARBITRATION

- 13.01 If the Union or the Commission wishes to refer a grievance to arbitration, it shall within the time frame provided for in Article 12, give to the Commission or the Union, written notice of its intention to arbitrate. Any grievance is prescribed and is not arbitrable if it has not been submitted to the grievance procedure in the manner provided for in Article 12 of the present Collective Agreement. Moreover, any grievance is prescribed and is not arbitrable if it has not been processed through all the steps provided for in the grievance procedure within the time limits there indicated, or if it has not been submitted to arbitration in the manner and within the time limits provided for in the present Collective Agreement.
- 13.02 Once it has been determined that a grievance will be dealt with through arbitration, the arbitrator shall be selected by mutual agreement or by applicable Province of New Brunswick laws should mutual agreement not be possible.
- 13.03 The arbitrator shall hear and determine the difference or allegation (including any question as to whether a matter is arbitrable) and shall issue a decision and the decision must not be contrary to the provisions of this collective agreement.
- 13.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 13.05 Each of the parties hereto will equally bear the expenses of the arbitrator.
- 13.06 The proceedings of the arbitration will be expedited by the parties hereto.
- 13.07 At any stage of the grievance procedure the conferring parties may have the assistance of the employee or employees concerned and all reasonable arrangements will be made to permit the conferring parties to view disputed operations.
- 13.08 The sole function of the arbitrator shall be to interpret the meaning of the sections of this Agreement and to render a decision. The arbitrator shall not have the power to add to, subtract from or modify the terms of the Agreement.
- 13.09 Any and all time limits, fixed by this section may be extended by mutual agreement in writing between the Commission and the Union. Should the matter not be referred to arbitration within the time limits or extended as set out in this subsection, it shall be deemed to have been abandoned and cannot be reopened.
- 13.10 In case of discharge or discipline, the arbitrator may substitute such other penalty for the discharge or discipline as the arbitrator deems just and reasonable.

ARTICLE 14 – DISCIPLINE, SUSPENSION AND DISCHARGE

- 14.01 An employee may be disciplined only for just cause. The employee and the Union shall be advised immediately in writing by the Commission of the reason for such discipline.
- 14.02 Unjust suspension or discharge: Should it be evident upon further investigation that an employee has been unjustly suspended or discharged; such employee shall be reinstated immediately in their former position, without loss of seniority or benefits.
- 14.03 In certain cases, an employee may be given discipline of their activities or performance, which the Commission deems deserving of such a warning. Written notice shall contain particulars of the activity or performance deemed unsatisfactory. If, after further investigation, the employee is found to have been unjustly reprimanded, such discipline shall not become part of their personnel file.

Such warning shall be given to the employee within ten (10) working days from the day it was reported or made known to Management.

- 14.04 It is recognized that the imposition of discipline is the exclusive right of the Employer. Verbal warning, written reprimand, suspension and discharge are the disciplinary measures susceptible to being imposed depending upon the gravity or the frequency of the infraction in question.
- 14.05 Pursuant to the N. B. Occupational Health and Safety Act, no employee shall be disciplined for refusal to work on a job or to operate any equipment which is unsafe.
- 14.06 The disciplinary record of an employee shall not be used against them and shall be removed from their personnel file after;
- (a) Twelve (12) months have elapsed since a verbal warning with a written record has been issued and which by its nature is considered minor or administrative in nature, provided there has been no recurrence or any other infractions during this period.
 - (b) Twelve (12) months have elapsed since a written warning has been issued for an infraction that relates to inappropriate behaviour toward other employees, management, public or any other individual(s), provided there has been no recurrence or any other infraction during this period.
 - (c) Sixteen (16) months have elapsed since a written warning has been issued for an infraction that relates to safety or, environmental issues in nature, provided there has been no recurrence or any other infraction during this period.
 - (d) Eighteen (18) months have elapsed since an employee has been suspended, provided there is no reoccurrence or any other infraction during this period.
 - (e) While an employee is on leave, for any reason, the time included while on leave does not reduce the discipline required and adjudicated from the original discipline on record and shall continue until completion upon return to work.
 - (f) For the purposes of discipline, employees can be subject to discipline while on leave which can be delivered and received upon return to work.
- 14.07 An employee shall not be disciplined where they are unable to discharge their employment obligations because of illness.
- 14.08 For all discipline matters involving a suspension and that are grieved by the employee(s), the Employer agrees to have the matter dealt with through expedited arbitration according to Article 55.01 of the Industrial Relations Act.
- 14.09 Employee File
- (a) The Employer will inform the employee, in writing, when a complaint has been filed on their behalf. The employee will be informed of the nature of the complaint, keeping in mind the confidentiality of this type of issue.
 - (b) When the Employer includes a disciplinary measure to the employee's file (a reprimand, suspension or dismissal) they will provide a copy of such to the employee. Such copy will include the reason(s) for the disciplinary measure. In the case of dismissal, a written copy will be sent to the Union.

ARTICLE 15 - SENIORITY

- 15.01 Definition – “Seniority” is defined as the total length of continuous employment by an employee in the employ of the Commission on a full-time basis, within the bargaining unit. The purpose of seniority is to assist in providing the order of layoffs, recalls, vacation selection, obtaining job

postings for which an employee may qualify and overtime. Seniority will be applicable to the Bargaining Unit as a whole.

An employee will not lose seniority for the period of total disability which is the result of a work related accident at the Commission work site recognized by Worksafe NB as a compensable accident giving rights to indemnification by Worksafe NB. It is understood that while receiving compensation benefits, the employee will not be entitled to benefits save and except the right to return to work following presentation of an appropriate medical certificate to the Employer.

15.02 Seniority List – The Employer will maintain an up-to-date seniority list indicating the effective date of hire. An updated list will be sent to the Union and posted on the bulletin boards when changes occur in the seniority list.

15.03 Trial Period – All newly hired employees who meet the requirements for Union membership as stated in article 6.02 of this Collective Agreement, will be considered probationary for a period of ninety (90) calendar days, excluding illness or injury, as of the effective date of hiring if the position is considered full-time. The employment of such probationary employee can end at any time during the trial period without reference to the grievance procedure.

During this period such employees will not be eligible for sick leave, floating holidays, leave of absence or benefits. The employee will be issued the appropriate clothing which will be returned to the Employer if the employee does not complete the probationary period. Vacation and statutory holidays will be according to the Employment Standards Act of the Province of New Brunswick. All other provisions of the collective agreement shall apply to such probationary employee.

15.04 Loss of Seniority – An employee will lose their seniority rights for the following reasons:

- 1) dismissal for just cause with no reinstatement, or
- 2) resignation, or
- 3) absence exceeding five (5) working days with no justifiable reason or without giving adequate notice to the Employer unless such notice was reasonably impossible for the employee to do so, or
- 4) failure on behalf of the employee to report to work after a layoff and following, by registered mail to their last known address, a recall during the seven (7) calendar days following the recall, except for reasons of sickness or other valid reason, or
- 5) layoff or leave of absence without pay exceeding twelve (12) months. The twelve (12) month time period may be extended by mutual agreement.

15.05 Transfer and Seniority Outside of the Bargaining Unit – An employee promoted to a position outside of the Bargaining Unit accumulates seniority during a period of one hundred and twenty (120) calendar days from the effective date of promotion. During this period, the employee may return to their position within the Bargaining Unit. If such an employee wishes to return to the Bargaining Unit, they must notify the Employer of their intention to return to the Bargaining Unit within one hundred and twenty (120) calendar days following the transfer. At the end of this period of one hundred and twenty (120) calendar days, the employee loses their seniority and all rights and advantages provided for in the present Collective Agreement.

15.06 Maintaining Seniority Rights- In the case of a merger between this Employer and another Employer, or in the cases where portions of the activities of the Employer would merge with those of another Employer, the Employer agrees to maintain all the seniority rights with the new Employer.

15.07 Buyout and Merger

In the event that the Company is acquired by another Company and effects a merger, said employees shall be merged by overall seniority.

ARTICLE 16 – PROMOTIONS AND CHANGES TO THE WORK FORCE

16.01 Posting of Vacant Positions – When a regular permanent position becomes vacant or is newly created within the Bargaining Unit, the Employer will advise the Union in writing and will post such notice on the bulletin board for seven (7) consecutive working days in order for all employees to become aware of the vacancy and to allow such employees an opportunity to apply in writing for the position. The position shall be awarded within 10 working days of the posting deadline, except in the case of hiring outside the Union membership.

16.02 Information on Posting – Such notice will include the following information: classification, required qualifications, knowledge, education and ability and applicable wage rates based on the classification posted.

16.03 Outside Advertising – When the Employer cannot fill the vacant position by an employee of the Bargaining Unit; they may decide to advertise this position externally, redistribute the work among the members of the bargaining unit or consider other alternatives.

16.04 Promotion Method – Both parties recognize:

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

When, as per the Employer's opinion, sub article (c) above is equal between two (2) employees or more, then seniority will prevail. All nominations to the Bargaining Unit will be made within the five (5) weeks following the posting.

16.05 Trial Period – The successful candidate will be put on a trial period for a five (5) month period for truck driver position and equipment operator position, all other classifications will have a three (3) month trial period. It is understood that the employee or the employer may terminate the trial period in cases where the candidate does not fulfil the requirements of the position in a satisfactory manner during this trial period, or in cases where the employee is unable to accomplish their new functions, or dissatisfied with the posting. They will be reinstated to their previous position without loss of seniority. All other employees promoted or transferred as a result of this promotion will be reinstated to their former position without loss of seniority. An employee who does not complete the trail period either by way of removing themselves or unacceptable performance cannot reapply for the position in future with the exception being an employee who is recognized to have gained the skills required upon reapplication.

16.06 Promotions Requiring Higher Qualifications – In cases of promotions requiring higher qualifications or professional certification, the Employer will consider the request of an employee having the required seniority but, although not possessing the required qualifications, was already in the process of receiving such qualifications. The Employer will allow such employee a reasonable amount of time to complete these qualifications and the employee will be reinstated to their former position if they cannot acquire these qualifications within the prescribed time.

16.07 Notice to Bargaining Unit – The Employer will advise the Union, in writing, of all layoffs, transfers and terminations within the Bargaining Unit.

16.08 Considerations for Employees on Disability – When a regular employee becomes disabled by virtue of a handicap, or sickness, and is no longer able to exercise their regular functions, the Employer

may consider other alternatives for this employee keeping in mind their abilities. The Employer will not displace any employee or be obligated to create any work for this purpose.

- 16.09 Training During Work- The Mutual Interest Committee will meet to discuss and finalize the issue of employee training within the first year of this Collective Agreement. A letter of understanding will be developed from this process to address training and development requirements in the form of logged operating hours, sign off and testing in order for an employee to be declared officially qualified to operate in the position and receive the pay upgrade.

ARTICLE 17 – LAYOFFS AND RECALL

- 17.01 Procedure for Layoff and Recall – The parties agree that an employee whose "bumping rights" have been triggered shall have the right to bump any junior employee in the Bargaining Unit, provided they have the required seniority, qualifications and ability to perform all of the duties of that position. The parties further agree that bumping rights shall be triggered by:
- 1) layoff due to shortage of work or elimination of a position;
 - 2) a reduction of five or more weekly scheduled hours;
 - 3) any reduction in weekly scheduled hours that would result in an employee's position being reclassified from full-time.
- 17.02 No New Employees – The Employer will not hire any new employees as long as they did not provide an opportunity for those on layoff to return to work as per Article 17.01 and article 15.04.
- 17.03 Notice of Layoff – The Employer will provide a layoff notice of (1) week to regular full-time employees having less than one (1) year of seniority that are to be laid off. Such notice will be increased to ten (2) weeks for regular full-time employees having one (1) to five (5) years of seniority and to fifteen (4) weeks for regular full-time employees having more than five (5) years of seniority. If such employee has not had the opportunity to work the specified notice period, they shall receive the balance of days that they were not able to work. This notice of layoff shall apply only to regular full-time employees.
- 17.04 Bumping Rights Procedure
- 1) The employee must be able to do the job immediately requiring only refresher training.
 - 2) There is no trial period. The employee immediately assumes the role.
 - 3) Bumping occurs site wide, one at a time in order of seniority.
 - 4) In the matter of the same multiple positions, junior seniority is bumped.
- 17.05 Severance Package
- In the event an employee is displaced from employment as a result of a permanent lay-off, they shall be entitled to receive:
- (i) One (1) week's pay at their regular non-overtime rate per year of service to be paid in the form of salary continuance. Should the employee commence work elsewhere prior to the expiry date of the severance pay period, the employee will receive 50% of the remaining severance in the form of a lump sum payment.
 - (ii) The benefit premium will continue to be paid for a period equal to the duration of the severance pay period.
 - (iii) Employee will not have recall rights as per article 15.04 (5)
 - (iv) Notice period will be included and part of the severance period.

Should any employee commence work elsewhere and receive Health and Welfare benefits coverage that takes effect prior to the expiry date of the Company's benefits, the employee shall immediately notify the Company of the effective date of the new coverage, and the Company shall be authorized to discontinue the employee's coverage as of that date.

ARTICLE 18 – HOURS OF WORK

- 18.01 Hours of Work – The normal working day for regular full-time employees will vary from eight (8) to eleven (11) hours per day. The normal working week for regular full-time employees will be from Sunday to Saturday. The days and hours of work will vary and will be scheduled in the following manner:
- (a) Barring unforeseen circumstances the regular hours of work for regular full-time employees will be at least forty (40) hours per week.
- 18.02 Schedules shall be standardized with any changes occurring one week in advance taking into account employee seniority. It is understood that unforeseen events or emergencies may require changes be made to the schedule without notice. Temporary changes will be communicated individually.
- 18.03 Portions of Days – If possible, as per article 18.02 above, the hours of work during one particular day will not be broken.
- 18.04 Lunch Break – The schedule for regular full-time employees will include a half (1/2) hour for meal break.
- 18.05 Break – The employees will have the right to a fifteen (15) minute break during the first half of their shift and a similar break during the second half of their shift. These breaks will be taken at a time, place and manner that will not cause any disruptions to the operations. The employees will not be disallowed such break. Compost workers who are required to remove contaminated clothing and PPE will receive five (5) additional minutes for each break, including lunch break.
- 18.06 Shift Premium - A night shift premium of \$1.00 per hour shall be paid for all hours worked to employees working a night shift. It is understood that the shift premium is an integral part of the employees wage rate and therefore is payable for statutory holidays, floaters, sick days, training, vacations, jury duty, and bereavement. The shift premium will not be applied to overtime.

ARTICLE 19 – OVERTIME

- 19.01 Definition - “Overtime” refers to any period of time whereby the employee has worked, at the request of the Employer, in excess of their scheduled shift per day or forty four (44) hours in one week, or on their sixth (6th) day worked, in accordance with Article 18.01. The parties agree to remunerate using one or the other method, whichever determines the highest compensation.
- Employees that work an additional shift outside their scheduled work week, excluding emergency circumstances, will be paid the overtime rate of time and a half (1 ½) for the hours worked on that shift. If the scheduled work week is not completed other than by reason of scheduled vacation, the rate will then be paid straight time for the shift. As well, overtime worked on off-shifts will not be included in the calculation of total weekly overtime.
- 19.02 Remuneration – The overtime hours will be remunerated at time and one-half (1 ½) the employee’s regular rate of pay and as per article 18.01.
- 19.03 Assigning of Overtime – (excluding overtime assigned on a continuance basis)
- 1) The overtime shall first be offered to the Union employee at the prevailing rate and who normally and regularly does the role in question and who is immediately available at work on a seniority basis.

- 2) When overtime requirements are not met in (1) above, the overtime will be offered to the next senior Union employee at the prevailing rate who has previously held the role, and who is immediately available and can perform the work.
 - 3) When overtime requirements are not met in (1) and (2) above, the Commission has the right to assign the overtime at the prevailing rate through non-union staffing or to the union employee who normally and regularly does the role in question and who is immediately available for work in reverse order of seniority.
 - 4) Any dispute that may arise concerning the assigning of overtime will be addressed and resolved through the Mutual Interest committee as stated in Article 9.03(a).
- 19.04 Call In – Each call in outside of the normal hours of work will be remunerated at time and one-half (1 ½) for a minimum of three (3) hours. The call in rate will apply only if the hours are scheduled on the day of the work. The call in will not apply to the hours preceding and immediately following the normal scheduled shift or if the hours are scheduled on at least the calendar day preceding the work. Call in hours cannot be used in the calculation of end of the week overtime.
- 19.05 Meal Allowance during Overtime Work – An employee required to work at least two (2) hours of overtime immediately following their shift will receive a meal allowance not exceeding twenty-five (\$25.00) dollars if such employee had not received prior notice of the overtime before their regular shift. The employees must provide receipts representing an individual meal.

ARTICLE 20 – STATUTORY HOLIDAYS

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

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

In addition, regular employees will be allowed one (1) floating holiday to be taken at a time approved by the Employer. Employees reaching 10 year continuous employment service will be entitled to one (1) additional floating holiday making their total eligible floating holidays per year non accumulative to two (2) days.

- 20.02 Payment

- (a) Employees will receive payment for statutory holidays in the amount of pay representing their normal scheduled hours should the holiday fall within the employee's normal scheduled shift. If it does not fall in the normal scheduled shift, then the amount of pay would represent a standard day of eight (8) hours.
- (b) An employee will receive one and one-half (1 ½) times his hourly rate for all time worked during a holiday. In addition, he will have the right to one additional day of rest at a date mutually agreed to between the employee and the Employer at a later date, but before the end of the year. To save the time, the holiday must be recorded as "stat hours" by the

employee on their timesheet which includes the holiday. Partial “stat hours” requests will not be accepted. If “stat hours” is not indicated, is partial, or is not legible by management, the employee will be paid their regular rate of pay for that timesheet period. “Stat hours” will follow the same procedures as vacation hours and will be used first in vacation payouts. Only people working the holiday may bank “stat hours”.

- 20.03 Statutory Holidays – When a regular full-time employee is required to work during his day of rest as per the schedule, such employee will have the right to another day of rest at a date mutually agreed to between the employee and the Employer at a later date, but before the end of the year. To save the time, the holiday must be recorded as “stat hours” by the employee on their timesheet which includes the holiday. Partial “stat hours” requests will not be accepted. If “stat hours” is not indicated, is partial, or is not legible by management, the employee will be paid their regular rate of pay for that timesheet period. “Stat hours” will follow the same procedures as vacation hours and will be used first in vacation payouts. Only people working the holiday may bank “stat hours”.

ARTICLE 21 – VACATION

21.01 Vacation Entitlement

Each regular employee shall receive, as per Article 15.01, vacation credits based on the following seniority as of December 31st of the previous year:

- a) Less than one (1) calendar year of service; eight (8) hours per month up to a maximum of eighty (80) hours or four percent (4%) as vacation pay until the end of the calendar year.
- b) After the end of the first calendar year, less than ten (10) years of service; one hundred and twenty (120) hours or six percent (6%) as vacation pay.
- c) More than ten (10) years of service and less than fifteen (15); one hundred and sixty (160) hours or eight percent (8%) as vacation pay.
- d) More than twenty (20) years of service ; two hundred (200) hours or ten percent (10%) as vacation pay.

For full-time employees hired prior January 1, 2006 , vacation shall be taken within the current year, between January 1st and December 31st. Vacation will not accumulate from year to year. Vacation may be postponed until the following year at the discretion of the Employer. Employees who wish to postpone their vacation until the following year must make such request in writing before the end of the period that the employee normally takes their vacation. Should an employee cease to be employed by the Commission for any reason the employee must reimburse the employer monies for any unearned vacation time.

For new full-time employees hired after January 1, 2006, vacation shall be granted to employees in the following manner. Employees hired prior to July 1st will be allowed to take one (1) week vacation after July 15th of the year of hire. Employees hired after July 1st will be allowed to take one (1) week vacation after Jan 15th of the following year. Vacation will not accumulate from year to year. Vacation may be postponed until the following year at the discretion of the Employer.

- 21.02 Holidays During Vacation – All holidays observed during an employee’s vacation will be credited as an additional day and at a time mutually agreeable between the employee and the Employer.
- 21.03 Schedule of Annual Holidays – Holidays will be scheduled between January 1 and December 31 of each year.

- 21.04 Vacation Credits Upon Termination – Any employee who terminates their employment with the Employer before the end of the current year will be eligible to receive payment for their remaining vacation credits.
- 21.05 Priority – Employees will request their vacation in one (1) week allotments by order of seniority, by department, within the guidelines specified by the Employer. An employee transferring from another department will not be eligible to bump the current vacation schedule in the department they were transferred to, but will, in accordance with the rules of the agreement, be able to use their seniority to select vacation in the following year.
- 21.06 Posting – Employees must indicate their preference for vacation schedule before March 31 of each year. Vacation schedules will be posted by the Employer no later than the 1st of May of each year.
- 21.07 Sickness During Vacation – An employee hospitalized or sick at home for three (3) consecutive days or more during their vacation may use their sick leave credits as long as they present a medical certificate and as long as the Employer has so been advised during the illness. The vacation credits that were not used during this period will be rescheduled at a later time.

ARTICLE 22 – SICK LEAVE

- 22.01 Definition - “Sick Leave” means any period of time during which an employee is absent from their work by reason of sickness, disability or an accident that is not covered by the Worksafe NB.
- 22.02 Duration and payment – Each full-time regular employee will receive a sick leave credit of eighty (80) hours per year to be allocated as follows each year of the Collection Agreement:

January 1	Forty (40) hours
July 1	Forty (40) hours

On the last pay before Christmas, all unused sick credits will be paid out to employees. Any sick time required by an employee subsequent to the payout will be the responsibility of the employee.

- 22.03 Sick Leave Deductions – Every normal working day or portion thereof, except holidays, during which an employee is absent for sick leave as per the definition in Article 22.01 will be deducted from their sick leave credit.
- 22.04 Proof of Illness – In cases of illnesses exceeding three (3) working days the Employer may request of the employee a doctor’s certificate indicating that they are unable to work because of sickness, disability or an accident that is not covered by Worksafe NB as per article 22.01 above. Additionally, if the employee has used in excess of their allotted sick day amount, the Employer may request a doctor’s certificate for any additional sick day used, indicating that they are unable to work because of sickness, disability or an accident that is not covered by Worksafe NB as per article 22.01. The employer will cover up to a maximum of \$20.00 for a Doctor’s note (receipt required).
- 22.05 Sick Leave Without Pay – All employees not eligible for sick leave or unable to come back to work after utilizing all their sick leave credits may be eligible for a leave of absence without pay.
- 22.06 Sick Leave Register – The Employer will maintain a register of sick leave credits. All employees will, upon request, be informed of the number of sick leave hours to their credit.

- 22.07 Medical Leave Absence - When an employee suffers an injury or illness which requires their absence, they shall report the fact to the Company (as soon in advance as possible and preferably with a minimum of two (2) hours" notice in advance of their actual starting time) so that adequate replacement may be made if necessary. Employees must keep Company and the union notified of their correct address and telephone number at all times.
- 22.08 Medical Leave Return – It is required that employees on sick or injury leave advise the Company as to their availability to return to work with as much advance notice as possible for scheduling purposes and preferably with a minimum of twenty-four (24) hours notice in advance of availability.

ARTICLE 23 – LEAVE OF ABSENCE

23.01 Union Activity

- (a) The Employer will, upon request and without pay, grant a leave of absence to the employees elected or nominated to take care of Union matters and to be members of the Negotiation Committee. This leave of absence will not be granted to more than two (2) employees at the same time.
- (b) The Employer will maintain the same salary and all the benefits of the employees during the leave of absence stipulated in Article 23.01(a). The Union will, in this case, reimburse the Employer. Requests for such leave of absence must be made two (2) weeks in advance if possible.

23.02 Union Conventions – An employee elected or nominated to represent the Union at conventions or seminars will have the right upon written request to the Employer, to a leave of absence without pay and without loss of seniority to attend such convention or seminar. Such leave of absence will not exceed ten (10) working days per year.

23.03 Leave of Absence for Public Affairs – The Employer recognizes the right of the employees to participate in public affairs. The Employer will provide a leave of absence without pay and without loss of seniority to all employees who will make such written request and for the purpose of running in Federal, Provincial or Municipal elections. Such leave of absence will not exceed ten (10) working days per year.

23.04 Bereavement Leave

- (a) An employee will have the right to a maximum of five (5) consecutive days off according to their regular schedule, without loss of pay, in the case of death of their father, mother, brother, sister, child, grandchild, step-parents, step-child, spouse or common law spouse.
- (b) An employee will have the right to a maximum of four (4) consecutive days off according to their regular schedule, without loss of pay, in the case of death of their mother-in-law, father-in-law or former guardian.
- (c) An employee will have the right to a maximum of three (3) consecutive days off according to their regular schedule, without loss of pay, in the case of death of their grandparents.
- (d) An employee will have the right to a maximum of one (1) day off according to their regular schedule, without loss of pay, to attend the funeral in case of death of their uncle, aunt, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

- (e) If a death occurs for which bereavement leave is provided and the employee has scheduled vacation days during the bereavement period, bereavement leave shall be substituted for the scheduled vacation days, which will have to be used within the calendar year, with management approval.

When the funeral is outside of the Province, the leave of absence must include a reasonable period of time for travel without pay.

- 23.05 Pallbearer – An employee will receive one (1) day with pay to attend a funeral to which they are a pallbearer.
- 23.06 Quarantine – An employee put in compulsory quarantine will have the right to their regular salary for the time spent in quarantine if such has been certified by a doctor. Such time spent will not be removed from their sick leave credit.
- 23.07 Paternity Leave – Any employee will be allowed to attend the delivery of their child without loss of salary. The maximum time-off with pay will be equal to their regularly scheduled work day. The Employee must advise their Supervisor of the absence as soon as possible.
- 23.08 Time Off for Elections – The employees will have the right to two (2) consecutive hours off without loss of pay before the closure of polls during a federal, provincial or municipal election. Prior notice must be given by the employee in the week preceding the election so appropriate changes can be made to the schedule.
- 23.09 Jury Duty – An employee subpoenaed to be part of a jury or to be a witness in court will receive the difference between jury duty pay or witness pay and their regular pay and without loss of seniority. This difference will not be granted unless the employee provides a certificate indicating their participation in a jury or as a witness on the specific date. If an employee is requested as a jury member or as a witness for only part of the day, such employee will be required to work the other portion of their shift. None of the foregoing applies to the grievance or arbitration process.
- 23.10 Professional Training – The Employer will grant a paid leave of absence without loss of seniority to all employees having to write an exam pertaining to their professional development and considered pertinent to the operations of the Employer.
- 23.11 General Leave of Absence – The Employer may grant, for a valid reason, a leave of absence without pay and without loss of seniority to an employee who will make such request in writing.

ARTICLE 24 – PAYMENT OF WAGES AND BENEFITS

- 24.01 Pay Days – The normal pay day will be every Thursday. On each pay day the employees will receive a detailed account of their pay and all applicable deductions. If the employee completed time sheets are changed for any reason by management, every reasonable effort will be made to notify the affected employee.
- 24.02 Equal Pay – The Employer will respect the principal of equal pay by classification regardless of the sex of the employee.
- 24.03 Salary in Case of Temporary Transfers – All employees required by the Employer to assume all the tasks, on a temporary basis, of a classification with a higher rate of pay for one (1) hour or more will be credited for the higher rate. An employee required by the Employer to assume all the tasks, on a temporary basis, of a classification with a lower rate of pay will not suffer any reduction in salary.
- 24.04 Pay During Vacation – All employees not paid through direct deposit and upon request of at least ten (10) working days before the employee is scheduled to go on vacation leave, an employee may

receive all pays scheduled during their vacation and will receive such no later than the last working day before their scheduled vacation.

- 24.05 Travel Allowance – Employees required by the Employer to use their own vehicle for work related to the Employer’s business will have the right to the following travel allowance:
- (a) Reasonable rate as set out by the Federal Government.
 - (b) Meals at the rate of \$10.00 for breakfast, \$15.00 for lunch and \$20.00 for dinner.
- 24.06 Allocation for Professional Training – When the Employer asks an employee to take education courses in order to improve their knowledge in matters dealing with the Employer’s business the Employer commits to pay the cost of such course upon successful completion of the course. The Commission will consider requests for financial assistance with the reimbursement of training costs from employees who wish to take additional education or training courses. Should the Commission approve a request for financial assistance the employee will receive payment upon proof of the successful completion of the training.
- 24.07 Maternity or Adoption Leave – The Employer will comply with all the laws of the Province of New Brunswick dealing with maternity or adoption leave.

ARTICLE 25 - CLASSIFICATION AND RECLASSIFICATION OF POSITIONS

- 25.01 Job Descriptions – The Employer may consider job descriptions for all classifications included in the Bargaining Unit following the signature of this Collective Agreement.
- 25.02 Changes in Classifications – Where the functions of a particular classification included in Appendix “A” have undergone a major modification during the term of this Collective Agreement the rate of pay for this particular classification will become the subject of negotiations between the Employer and the Union. If the parties cannot agree on the salary rate of the particular classification such disagreement will be forwarded to the grievance procedure and to arbitration. The new rate of pay will be retroactive to the date when the major modifications began.

ARTICLE 26 – SOCIAL SECURITY

- 26.01 Personal RRSP – Employer agrees with the Union’s request to have a registered pension plan for the employees of this bargaining unit. Both parties agree to this plan as long as it is legally recognized that the Employer’s obligations will be limited to a matching contribution of up to five percent (5%) of regular and overtime pay to this registered plan and that the Employer has no further obligations to the employees, the Union or to the pension plan save and except up to its five percent (5%) contribution. For employees that have full-time status of ten (10) years or more, the employer will contribute up to six (6%) percent matching.
- 26.02 Health Benefits – Using December 31, 2011 as the base for contribution and twenty-eight (28) full-time employees participating in the plan, the Employer will allocate an amount of one hundred and three thousand, two hundred and fifty dollars (\$103,250.00) for Health and Benefit premium payments for the start of the contract to be increased annually in parity to the wage adjustments within the term of the collective agreement. The money shall be used as directed by the membership of Local 927 to pay premiums for the chosen Health Benefits plan. Both parties agree to this plan as long as it is legally recognized that the Employer’s obligations will be limited to its base contribution including annual increases for the terms covered by this and previous Collective Agreements, adjustments for number of employees, and that the Employer has no further obligations to the employees, the Union or to the Health Benefits plan save and except its afore mentioned contribution. Adjustments for the number of employees will be a straight-line calculation based on the number of employees divided into the base amount.

In case of sickness, or injury not related to work the Employees contribution will be paid for up to one (1) year from the start of the illness through the annual contribution paid by the Employer. Following this the employee may, if they so desire, pay the full cost of the premiums through the Employer for up to an additional twelve (12) months.

26.03 Group Life and Long Term Disability - The employees will pay one hundred percent (100%) of the premiums for a Long Term Disability Plan of their choosing and for all employees who qualify for such a plan.

26.04 Work Place Accidents

(a) An employee who cannot assume their regular duties with the Employer following an accident at the work site for which they are being compensated by Worksafe NB will continue to receive the same benefits from the Employer prior to the accident for a maximum period of thirty-six (36) months from the date of the injury.

(b) If an injured employee, according to 26.04 (a) above and following the expiry of the period above wishes to extend the benefits stipulated in Articles 26.02 and 26.03 for a period not exceeding six (6) months they will be required to pay 100% of the premiums.

ARTICLE 27 – HEALTH AND SECURITY

Both parties recognize that the laws pertaining to health and security at work as per the Employment Standards of the Province of New Brunswick is applicable to this Collective Agreement. Following the signature of the Collective Agreement all the employees will be provided with a copy of such standards pertaining to health and security.

ARTICLE 28 – TECHNOLOGICAL CHANGE AND OTHERS

28.01 Definition – In the present article “technological change” means the introduction of equipment or material different from the equipment or material currently used by the Employer and by which such equipment or material represents a major departure from the current activities of the Employer.

28.02 Training – When the operation of the new equipment or the new material must be given to an employee working in the same classification affected by this new equipment or material the employee must benefit from a reasonable time for training at the cost to the Employer without loss of pay and benefits in order to familiarize the employees with the new equipment or the new material and in order to maintain their employment.

28.03 Introduction – If, following the training period mentioned in article 28.02, the employee cannot or will not acquire the necessary skills required to perform the new tasks, the Employer may consider giving such employee employment consistent with their abilities if such vacancy exists.

28.04 Notice – The Employer agrees to provide the Union with a notice of at least thirty (30) calendar days before the introduction of technological changes which would result in the transfer or elimination of positions within the Bargaining Unit or an important modification of the hours of work or the tasks required of the employees within the Bargaining Unit.

28.05 Layoff – An employee laid off because of the introduction of technological changes will benefit from all the rights applicable to them in Article 15.

ARTICLE 29 – EMPLOYMENT SECURITY

- 29.01 Employment Security - The Employer agrees that no work regularly performed by the current members of the bargaining unit will be subcontracted to a third party. The Employer and the Union further agree that the work performed by each department within the Commission will be subject to an annual efficiency and overall department review. The annual review will include an employee representative of the department under review. The Employer may contract out any work that is not regularly assigned to members of the bargaining unit.
- 29.02 Adverse Weather Conditions – The Union recognized that the work of the members of the Bargaining Unit requires working in severe weather conditions. Whenever adverse weather conditions are such that the work of the members of the Bargaining Unit are severely hampered, the Employer may try to find work indoors to these members of the Bargaining Unit in order to provide temporary shelter. Such actions by the Employer will not result in the loss of salary.

ARTICLE 30 – CLOTHING ALLOWANCE

- 30.01 Work Place Clothing and Safety Equipment
- (a) As a condition of employment, it is mandatory for all regular full-time employees save and except office workers, to wear at all times safety equipment appropriate for their type of work and as determined by the Employer. The Employer will provide all regular full-time employees the following clothing if it is deemed appropriate:
- one CSA approved pair of summer safety rubber boots
 - one rain suit
 - one pair of CSA approved pair of winter safety rubber boots
 - two pairs of coveralls for summer and winter
 - one pair of rubber gloves
 - one pair of work gloves

It will be the responsibility of the employees to maintain and protect such clothing and to keep them as clean as working conditions permit. The Employer will replace the clothing that it has provided and that have been returned because of wear and tear. In cases where the clothing has been lost, the employee will be responsible for paying for the clothing at cost. Such costs will be deducted from the employee's regular pay.

- (b) Employees not required to wear any safety clothing will not be eligible for this allocation.
- (c) The Employer will supply the following safety equipment if required towards the execution of the tasks by the employee:
- one safety hat
 - one pair of safety glasses
 - one safety vest
 - other safety equipment as deemed appropriate by the employer
 - one CSA approved pair of work boots with safety toe and steel shank. Employees who purchase boots shall give a copy of the sales receipt to the employer. The employer will reimburse the employee for up to two hundred and fifty (\$250) dollars for a pair of work boots in a calendar year.

All of this equipment remains the property of the Employer. The employees will be responsible to maintain this equipment and to keep them in good working condition. The Employer will replace worn, torn or broken safety equipment that has been returned. In cases where this safety equipment has been lost the employee will be required to buy a replacement at cost. Such cost will be deducted from the employee's regular pay.

ARTICLE 31 – GENERAL

- 31.01 Adequate Facilities – The Employer will make available, to the employees, adequate facilities for them to take their meal breaks and change clothing.

- 31.02 Bulletin Board – The Employer will make available to the Union, a bulletin board in a location where most employees will be able to see it. The Union will have the right to post notices pertinent to the employees but not any material relating to propaganda, boycotts or other items affecting the Employer in a negative manner.
- 31.03 Equipment and Material – The Employer will provide, at their discretion, the necessary equipment and material required in the execution of the business of the Employer.
- 31.04 Union Withdrawal Card – Members who will be absent from work for more than three (3) consecutive months due to sickness and/or injury are to call the local union and inquire about a withdrawal card to avoid reinitiating fees and repayment of dues that are in arrears.

ARTICLE 32 – TERM OF AGREEMENT

- 32.01 Term of Agreement – This Collective Agreement binds both parties and must remain in force from January 1, 2023 until December 31, 2025. This Collective Agreement will remain in force from year to year unless one or the other party gives a written notice during the two (2) months preceding its expiry or during the following year of its desire to renegotiate a new Collective Agreement or to modify the existing one.
- 32.02 Modifications to the Agreement – Any modification considered necessary to the current Collective Agreement can be undertaken at any time through mutual consent.
- 32.03 Notice of Modifications – Whenever one party or the other wishes to bring changes or modifications to this Collective Agreement it must provide to the other party, in writing, of the proposed changes and this must be done no later than thirty (30) days before it becomes expired. Within ten (10) working days following the reception of this notice by either party, negotiations must begin towards the renewing of the Collective Agreement and both parties will undertake negotiations in good faith and make all reasonable effort towards concluding a new or revised Collective Agreement.
- 32.04 Collective Agreement Remains in Force – When such a notice includes only revisions the following conditions will apply:
- (a) The notice will identify the proposed revisions and the negotiations will be limited to these unless the parties decide otherwise through mutual agreement.
 - (b) Both parties endeavour to maintain the current rules and regulations of this Collective Agreement as long as the collective bargaining is proceeding in good faith.

APPENDIX A

Employee definitions and applicable benefits

Definitions

Full-time employee: An employee of the Commission who is regularly scheduled to work at least forty (40) hours per week barring unforeseen circumstances.

HEO I Excavator Operator

HEO II Bulldozer Operator
 Compactor Operator

HEO III Front End Loader Operator

Applicable benefits

Full-time employees: Eligible for all benefits.

Temporary Laid off employees: The Employee has the option to continue to pay for the Dental Plan, Health plan, Group Life, AD & D and Pension Plan for a period of up to three (3) months

**SCHEDULE "A"
WAGES**

Classification	<u>Effective on the date of signing this collective agreement</u>	<u>January 1, 2023</u>	<u>January 1, 2024</u>	<u>January 5, 2025</u>
	Pay Rate / Hour	5% Pay Rate / Hour	4.25% Pay Rate / Hour	3.75% Pay Rate / Hour
HEO I	26.19	27.50	28.67	29.74
HEO II	24.24	25.45	26.53	27.53
HEO III	22.78	23.92	24.94	25.87
Truck Driver	23.70	24.89	25.94	26.92
Leachate Truck Driver	23.70	24.89	25.94	26.92
Compost Operator	23.46	24.63	25.68	26.64
Compost Worker	21.10	22.16	23.10	23.96
Scale Operator	21.10	22.16	23.10	23.96
Landfill Worker	21.10	22.16	23.10	23.96
MRF Operator	23.70	24.89	25.94	26.92
MRF Worker	15.58	16.58	17.58	18.58
General Labourer	15.58	16.36	17.05	17.69

1. Any appointed positions, such as a "lead hand" or another position determined by the company, that covers work not normally performed by the bargaining unit will receive an additional \$2.25 per hour over their normal rate of pay in the first year of this contract, and thereafter be subject to the overall percentage increase in year two (2) and three (3). The rate is not eligible or subject to any further adjustments. Management reserves the right to appoint or terminate these positions at any time. This does not refer to changes in daily tasks.
2. Material Recovery Facility (MRF) employees will receive the annual percentage increase and a "top-up" that will result in a total of \$1.00 per hour increase in each year of the contract.

Signed at Saint John, New Brunswick, dated July 19, 2023.

ON BEHALF OF THE EMPLOYER; FUNDY REGIONAL SERVICE COMMISSION

L. bly O'Hara
Chairperson

[Signature]
General Manager

**ON BEHALF OF THE UNION; TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, HELPERS
AND MISCELLANEOUS WORKERS, LOCAL 927**

Teamster's Representative Local 927

Michael Landry
Shop Steward Local 927

Letter of Understanding

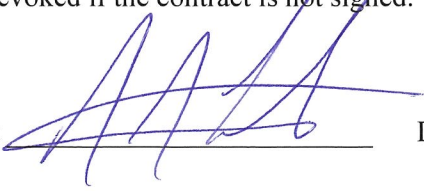
Fundy Regional Service Commission and Teamsters Local 927

July 19, 2023

It is understood that the signing of the above collective agreement is contingent upon the commitment to the following by both parties:

1. A signing bonus of \$350 be paid to each current Union member only upon final signing of the Collective Agreement.
2. One (1) full-time MRF worker position will be added upon final signing of the Collective Agreement.
3. All articles of the Collective Agreement will be corrected for “typos” and “gender neutralized” with the intention of no material impact on the meaning of any article.
4. A review of the benefit plan under Article 26.02 and any other unintended concerns of the Collective Agreement changes will be referred to the Mutual Interest Committee as per Article 9 of the Collective Agreement upon final signing.
5. The Gas Management Premium will now be classified as a “Lead Head”.

It is also recognized that this Letter of Understanding is only applicable to the current contract amendments and is revoked if the contract is not signed.

For the Management  Date JULY 19, 2023

(Print name): MARC MACLEOD

For the Union: _____ Date _____

(Print name): _____