

COLLECTIVE AGREEMENT

BETWEEN



THE CORPORATION OF THE
CITY OF



AND

CUPE / Canadian Union
of Public Employees

LOCAL 550

JANUARY 1, 2018 TO DECEMBER 31, 2022

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TABLE OF CONTENTS

ARTICLE		PAGE
1	PREAMBLE	1
	1.01 Intention and Purpose	
2	RECOGNITION	1
	2.01 Definition of Bargaining Unit	
	2.02 Bargaining Unit Work	
	2.03 Scope of Bargaining Unit	
	2.04 Representatives of Canadian Union of Public Employees	
3	DEFINITIONS	2
	3.01 Regular Employee	
	3.02 Probationary Period	
	3.03 Casual Employee	
	3.04 Casual Employees Coverage	
	3.05 Seniority for Casual Employees	
	3.06 Summer Student	
	3.07 Seniority	
	3.08 Probationary Employee	
4	ORGANIZATIONAL STRUCTURE	4
	4.01 Departments	
5	MANAGEMENT RIGHTS	4
	5.01 Management Rights	
6	NO DISCRIMINATION – HARASSMENT OR VIOLENCE IN THE WORKPLACE	4
	6.01 No Discrimination	
	6.02 Harassment Free Work Environment	
	6.03 Violence in the Workplace	
7	UNION SECURITY	4
	7.01 Membership as Condition of Employment	
8	CHECK-OFF OF UNION DUES	4
	8.01 Deduction of Union Dues	
	8.02 Remittance of Dues	
	8.03 Indemnity Against Claims	
	8.04 Disclosure and Leave for Dues Collections and Authorizations	
9	NOTICE OF AGREEMENT TO NEW EMPLOYEES	5
	9.01 Notice of Agreement	
	9.02 Union Meeting New Employees	
	9.03 Notification – New Employees	
10	CORRESPONDENCE	5
	10.01 Correspondence Between Union and Corporation	



ARTICLE		PAGE
11	MUTUAL INTEREST COMMITTEE	6
	11.01 General/Purpose	
	11.02 Guiding Principles/Membership, etc.	
	11.03 Functions of Committee	
12	GRIEVANCE PROCEDURE	8
	12.01 General	
	12.02 Steps 1, 2 and 3	
	12.03 Determination of Time Limits	
	12.04 Extension of Time Limits	
	12.05 Abandonment of Grievance	
	12.06 Technicality Not Bar	
	12.07 General Application Grievance	
	12.08 Supplementary Agreements	
13	ARBITRATION	9
	13.01 Notice of Intention to Arbitrate	
	13.02 Appointment of Arbitrator	
	13.03 Decision to be Final and Binding	
	13.04 Eligibility as Arbitrator	
	13.05 Expenses of Arbitrator	
	13.06 Access to Witnesses and Premises	
	13.07 Role of Arbitrator	
	13.08 Extension of Time Limits	
	13.09 Power to Substitute Disciplinary Penalty	
14	STEWARDS	10
	14.01 Recognition of Stewards	
	14.02 Processing Grievances during Working Hours	
15	DISCIPLINE, SUSPENSION AND DISCHARGE	10
	15.01 Notice in Writing	
	15.02 Unjust Suspension or Discharge	
	15.03 Administration of Discipline	
	15.04 Causes for Discipline	
	15.05 Right to Refuse	
	15.06 Legal Picket Line	
	15.07 Employees Record	
	15.08 Unable to Perform Duties	
	15.09 Access to Personnel File	
	15.10 Adverse Report	
16	SENIORITY	11
	16.01 Seniority List	
	16.02 Loss of Seniority	
	16.03 Leaves Where Seniority Maintained	
	16.04 Transfer Outside Bargaining Unit	

ARTICLE		PAGE
17	LAYOFF/RECALL/ABOLISHMENT AND TRANSFER OF POSITION	12
	17.01 Layoff/Recall	
	17.02 Abolishment and Transfer of Position	
18	JOB POSTINGS AND VACANCIES	13
	18.01 Definition: Permanent Vacancy	
	18.02 Posting Procedure	
	18.03 Selection of Suitable Candidate	
	18.04 Employee Preparing for Qualifications	
	18.05 Time Period to Fill Vacancy	
	18.06 Selection of Candidate Not Qualified	
	18.07 Trial Period	
	18.08 Policy - Equal Opportunity	
	18.09 Medical Examination	
19	TEMPORARY ASSIGNMENTS	16
	19.01 (a) Rate of Pay	
	19.01 (b) No Reduction in Rate	
	19.01 (c) Employees Classification	
20	TEMPORARY ASSIGNMENTS - AD HOC/DAY-TO-DAY (OR PART THEREOF) BASIS	16
	20.01 Method of Selection	
	20.02 Stores Clerk Backup/Swing Operators Water Treatment Plant/ Wastewater Treatment Plant/Maintenance Technician Backup	
	20.03 Parks and Recreation Employees – Ice Season Replacement	
21	HOURS OF WORK	19
	21.01 Day Workers	
	21.02 Lunch and Rest Period	
	21.03 Night Shift	
	21.04 Shift Workers	
	21.05 KC Irving	
	21.06 Working Schedule - Notice	
	21.07 Changing Scheduled Days Off	
	21.08 Days Off	
	21.09 Swing Operators	
	21.10 Time Off Between Shifts	
	21.11 Shift Differential	
	21.12 Premium - Sundays, Christmas Eve, New Year's Eve	
	21.13 Definition: Work Week	
	21.14 Paid Rest Period	

ARTICLE		PAGE
22	OVERTIME	22
	22.01 Daily Overtime	
	22.02 Weekly Overtime	
	22.03 Sunday, Statutory Holidays	
	22.04 Statutory Holidays - Shift Workers	
	22.05 Call-out	
	22.06 Overtime Procedure	
	22.07 Eligibility for Overtime During Leave	
	22.08 Distribution of Overtime – Shift Replacement for Icemaker and Cleaner at KC Irving Centre	
	22.09 On-Going Work	
	22.10 Scheduled Overtime	
23	PREMIUMS	25
	23.01 Rate for Days Off	
	23.02 Overtime Vacation Rate	
	23.03 Premium: 16 hours/20 hours	
	23.04 Premium Pay	
24	VACATION	26
	24.01 Vacation Entitlement	
	24.02 Calculation of Vacation Entitlement	
	24.03 Approval of Vacation Schedule	
	24.04 Restrictions (Vacation Periods - One Week)	
	24.05 Definition: Vacation Period	
	24.06 Scheduling of Vacations	
	24.07 Vacation Pay on Termination	
	24.08 Statutory Holidays During Vacation	
25	STATUTORY HOLIDAYS	28
	25.01 Statutory Holidays and Days Off	
	25.02 Floating Holidays	
26	SICK LEAVE	29
	26.01 Accumulation of Sick Leave	
	26.02 Claim for Sick Leave	
	26.03 Notification by Employee	
	26.04 Deduction of Sick Leave	
	26.05 Sick Leave Bank	
27	MEDICAL EXAMINATION	30
	27.01 Required Medical Examination	
28	WELFARE BENEFITS	30
	28.01 Employee Participation	
	28.02 Welfare Benefits Committee	
	28.03 Pension Plan Disclosure	
	28.04 Employee/Employer Contributions	
	28.05 Long-Term Disability	

ARTICLE		PAGE
29	LEAVE OF ABSENCE	32
	29.01 Service in Armed Forces	
	29.02 Bereavement Leave	
	29.03 Union Conventions	
	29.04 Other Leaves	
	29.05 Jury or Other Court Duty	
	29.06 Leave for Public Office	
	29.07 Maternity Leave – Child Care Leave	
	29.08 Negotiations and Conciliation	
	29.09 Union Meeting Night	
	29.10 Domestic Violence Leave	
30	ON THE JOB TRAINING	36
	30.01 Learning Other Duties	
31	PAYROLL PERIOD AND WAGES	36
	31.01 Wages Paid	
	31.02 Wages for New Classifications	
	31.03 Payday	
	31.04 License Fee - Tradesman	
	31.05 Meal Reimbursement	
32	TRAINING COURSES	37
	32.01 Wages and Expenses	
	32.02 Selection of Candidates	
	32.03 Open Competition - Bulletin	
	32.04 Apprenticeship programs	
	32.05 Mileage/M Meal Allowance	
33	SERVICE PAY	39
	33.01 Service Pay	
34	RETIREMENT PREMIUM	39
	34.01 Retirement Premium	
	34.02 (a) Retirement Allowance	
	(b) Continuation of Benefits	
35	LIABILITY COVERAGE	40
	35.01 Liability Insurance	
36	INJURED ON DUTY	40
	36.01 Payment While Injured	
	36.02 Worker's Compensation	
	36.03 Definition: Total Temporary Disability	
	36.04 Responsibility to Notify Corporation	
	36.05 Payable Benefits	
	36.06 Pending Settlement of Insurable Claim	
	36.07 Sick Leave or Vacation Credits – WHSSC	
	36.08 Employee's Income Tax Form	

ARTICLE		PAGE
37	HEALTH AND SAFETY	41
	37.01 Safe Working Environment	
	37.02 Protective Equipment	
	37.03 Promotion of Safety	
	37.04 Joint Health and Safety Committee	
38	CLOTHING	41
	38.01 Safety Footwear	
	38.02 Safety and Protective Clothing	
	38.03 Responsibility for Clothing	
39	TOOLS AND EQUIPMENT	42
	39.01 Mechanics/Electricians	
	39.02 Allowance for Insurance	
40	JOB SECURITY	43
	40.01 Job Security	
41	NO STRIKE OR LOCKOUT	43
	41.01 Prohibition of Strike or Lockout	
42	COPIES OF AGREEMENT	43
	42.01 Copies and Distribution of Agreement	
43	FUTURE LEGISLATION	44
	43.01 Leave Without Pay for Compliance with Union Legal Disclosure Requirements	
44	COST-OF-LIVING ALLOWANCE	44
	44.01 Cost-of-Living Allowance	
45	JOB DESCRIPTION COMMITTEE	45
	45.01 Review of Job Descriptions	
	45.02 Wage Revision	
46	TERM OF AGREEMENT	45
	46.01 Term of Agreement	
	46.02 Changes in Agreement	
	APPENDIX A - WAGES AND CLASSIFICATIONS	46
	LETTER OF INTENT - JOB CREATION PROGRAMS	48
	LETTER OF INTENT - JOB SECURITY	49
	LETTER OF INTENT – STREET LINE PAINTER	50
	LETTER OF AGREEMENT – DUTY TO ACCOMMODATE	51
	LETTER OF AGREEMENT – EQUIPMENT OPERATORS A & B	52
	MEMORANDUM OF AGREEMENT – ASPHALT RECYCLER OPERATOR	53

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THIS AGREEMENT made this 17 day of November, 2020.

BETWEEN: The Corporation of the City of Bathurst,
hereinafter called "The Corporation"

AND: Canadian Union of Public Employees, and
its local Union No. 550, Bathurst Civic
Employees, hereinafter called "The Union".

ARTICLE 1 - PREAMBLE

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

- (a) To maintain and improve the existing harmonious relations and settled conditions of employment between the Corporation, the employees and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to the terms of this Agreement;
- (c) To encourage and promote the quality of public service in the City of Bathurst;
- (d) To encourage and promote the efficiency and productivity of its employees in operations to the end that the people of the City of Bathurst will be efficiently served;
- (e) To promote the morale, well-being and working conditions of all the employees in the bargaining unit;

NOW THEREFORE the parties agree as follows:

ARTICLE 2 - RECOGNITION

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

2.02 No supervisor shall perform any work described in the classifications recognized in Appendix "A" except in cases of instruction and/or emergency.

2.03 No employee or group of employees shall be required or permitted to make any written or verbal agreement with the Corporation or its representatives which may conflict with the terms of this Collective Agreement.

2.04 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees **or any other advisors** when dealing or negotiating with the Corporation. Such representatives/advisors shall have access to the Corporation's premises **upon prior approval by the Corporation**, in order to investigate and assist in the settlement of a grievance or arbitration **or regarding other issues arising out of this Collective Agreement**.

17

ARTICLE 3 - DEFINITIONS

- 3.01 A **Regular Employee** means an employee hired to perform work which is required for the normal, ordinary and uninterrupted functions of regular services assumed by the Corporation. Such employee must have completed the probationary period as defined in Article 3.02. Such person shall be subject, prior to being hired, to a medical examination by a qualified medical practitioner at the Corporation's expense.
- 3.02 The **Probationary Period** is the initial period of time during which an employee is considered on probation. After serving such a period, a probationary employee shall be declared a regular employee. Such a period shall be forty-five (45) days worked unless changed by mutual consent in writing by the Union and the Corporation.
- 3.03 A **Casual Employee (s)** is a person who is/are hired in the following situations:
- (a) to fill in for employee (s) who are absent from work as a result of an authorized leave of absence, and/or
 - (b) to fill in for employee (s) who are absent from work as a result of illness or accident, and/or
 - (c) to fill in for employee (s) who are on vacation, and/or
 - (d) to fulfill the need for extra (non-regular) employees when required. Once all the regular employee list has been exhausted for regular hours of work or overtime, then **casual** employees may be called in.

In the event that the Corporation determines the need for work to be performed by a **casual** employee, the senior qualified **casual** employee shall be the individual who is attained for work.

Each casual employee must complete a probationary period of one hundred and thirty (130) days or 1040 hours worked to be eligible on the seniority list of casual employees. Such employee's status must be reviewed after three (3) months, in consultation with the Union to determine his/her future status.

Seniority of **casual** employees will be determined by accumulative days worked by the **casual** employee. An up-to-date seniority list shall be forwarded to the Union in January and June of each year.

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3.04 **Casual Employees** are not subject to the provisions of this Agreement with the exception of the following Articles:

- Article 7 - Union Security
- 8 - Check-off
- 12 - Grievance Procedure
- 13 - Arbitration Procedure
- 18 - Job Postings and Vacancies (18.01, 18.02, 18.03, 18.05)
- 21 - Hours of Work (21.02, 21.03, 21.11, 21.13)
- 22 - Overtime (22.01, 22.02, 22.03, 22.04, 22.05)
- 23 - Premiums
- 25 - Statutory Holidays
- 29 - Leave of Absence (29.10)
- 31 - Payroll (31.01, 31.03, 31.04 (a) (b) (c), 31.05, 31.06)
- 38 - Safety and Protective Clothing (38.02, 38.03)
- 39 - Tools and Equipment (39.01)
- Appendix A - Wages

3.05 If a **casual** employee is subsequently hired as a regular employee, he shall be subject to the trial period of the position that he applies for and time worked as a **casual** employee shall be credited as accumulated seniority.

3.06 **Summer Student** means a person who is employed during the period from April 1 until September 30 and who is a student at a school, college, university or other educational institution and who is intending to return to school at the end of the vacation period. However, they shall not be subject to the provisions of this Agreement **with the exception of the following articles:**

- Article 7 - Union Security
- 8 - Check-off
- 21 - Hours of Work (21.02, 21.11, 21.13)
- 22 - Overtime (22.01, 22.02, 22.03, 22.04, 22.05)
- 25 - Statutory Holidays
- Appendix A - Wages

The hiring of Summer Students shall be complementary to the work of regular and casual employees. No casual employees shall suffer loss of working hours during the hiring of Summer Students.

3.07 **Seniority** is the length of service in the bargaining unit.

3.08 **Probationary Employee** is a person who has not completed the probationary period. This person is not subject to the provisions of this Agreement with the exception of the articles relating to union security, check-off, wages, hours of work, overtime, statutory holidays. All other benefits shall be retroactive to the date of employment, when this employee is declared a Regular Employee.

ARTICLE 4 - ORGANIZATIONAL STRUCTURE

- 4.01 (a) For the purpose of this Agreement, the operations of the Corporation shall be divided as follows:
- (1) Operational Services Department
 - (2) Parks and Recreation Department

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 It is the right of the Corporation to manage its operations in all respects subject to the terms of this Agreement. The Corporation may direct and distribute its working forces and make and alter, from time to time, rules and regulations to be observed by the employees, subject to the terms of this Agreement.

ARTICLE 6 - NO DISCRIMINATION – HARASSMENT OR VIOLENCE IN THE WORKPLACE

- 6.01 The parties hereto agree that there shall be no discrimination practiced or exercised by either party contrary to the *Human Rights Act*.
- 6.02 The parties jointly affirm that every employee in the City of Bathurst shall be entitled to a harassment free work environment and that the Respectful Workplace Policy (P2018-03) effective March 23, 2019 applies.
- 6.03 The Corporation shall, in consultation with the Joint Health and Safety Committee, develop a Policy regarding Violence in the Workplace. This policy shall be governed under the *Occupational Health and Safety Act* and will be in place by October 1, 2020.

ARTICLE 7 - UNION SECURITY

- 7.01 All employees, covered by the present Agreement, as a condition of continued employment, shall become and remain members in good standing in the Union, within thirty (30) days of employment with the Corporation.

ARTICLE 8 - CHECK-OFF OF UNION DUES

- 8.01 The Corporation agrees to check-off monthly dues and initiation fees from the wages of all employees covered by the present Agreement.
- 8.02 Deduction shall be made from the wages of employees and/or persons on the payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th of the month following, accompanied by a list of employees and/or persons who have had such dues checked off, **including employment status, classification, union fees, hours worked and earning base.**

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- 8.03 The Union further 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 Corporation harmless from any action arising out of the disposition after receipt.
- 8.04 **Disclosure and Leave for Dues Collections and Authorizations:** In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this Collective Agreement or existing legislation, the Corporation and the Union agree to determine a protocol to have those legislative changes met by the Union.

ARTICLE 9 - NOTICE OF AGREEMENT TO NEW EMPLOYEES

- 9.01 The Corporation agrees to advise 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 the union security and dues check-off, and will provide new employees with a copy of the Agreement.
- 9.02 On commencing employment in a position within the bargaining unit, all new employees will be introduced to a Union Officer or designate, for the purpose of acquainting them with the Union. During the first month of employment, the Union Officer or designate shall be given an opportunity to meet with the new employee(s) during regular working hours without loss of pay, for a maximum of sixty (60) minutes. Should there be more than one employee, it shall be done jointly if possible as a group.
- 9.03 The Union shall be notified of the full name, position and employment status (e.g. full-time, casual), start dates and work location of all employees hired into the bargaining unit prior to their first day of employment.

ARTICLE 10 - CORRESPONDENCE

- 10.01 All correspondence arising out of this Agreement or incidental thereto shall pass to and from the Human Resources **Manager or its delegate** and the Secretary of the Union. This authority may be delegated from time to time.

ARTICLE 11 - MUTUAL INTEREST COMMITTEE

11.01 General

The Mutual Interest Committee is a forum for labour-management consultation during the life of a collective agreement, one that promotes on-going dialogue on matters of concern and mutual interest. Such a committee should 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.

11.02 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) Participants should be those directly involved in the day-to-day application of the collective agreement, i.e. departmental management and local representatives.
- (b) Membership: The committee shall be composed of five (5) representatives of employees and five (5) representatives of management.

Management representatives shall be appointed by the Corporation. 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. In the case of the following classifications, two (2) employees shall be permitted: Labourer, Equipment Operator A, Equipment Operator B, Parks and Recreation Attendant, and Plant Operator.

- (c) Minutes: Minutes of all meetings will be forwarded to the Union and the Corporation and shall be posted on all bulletin boards covered by this Agreement after being approved by the committee. The secretary appointed by the Chairperson shall state in the minutes the positions of both parties on all issues as directed by the Chairperson and Co-Chairperson.
- (d) Meetings: The committee shall meet on the fourth Thursday of the month at 2:00 p.m. or as conveniently arranged by the Chairman and Co-Chairman or by the committee at a previous meeting. Agendas will be prepared by the Chairman and Co-Chairman and distributed three (3) days in advance of the meeting, when possible.
- (e) Allow parties to caucus separately and in private, from time to time.
- (f) Separate "people" from the issues, avoid criticism of individuals.

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- (g) Listen! Allow participants to express their views without interruption. Recognize that understanding the “other” point of view does not necessarily mean agreeing with it. Focus on interests and needs.
- (h) Be creative and open to ideas, look for solutions.
- (i) Involve the other party in the search for solutions.
- (j) Immunity: Representatives on the committee or invited guests shall be protected against any loss of regular pay by reason of attendance at meetings, and guaranteed that their individual relations with the department shall not be affected by action taken by them in good faith in their representative capacity.
- (k) Sub-Committees: the committee may appoint whatever sub-committees are required to carry out its functions.
- (l) Authority: The matters that this committee would not be in a position to resolve shall be referred to the Union’s membership and the Corporation, along with the appropriate comments and views in order to seek adequate guidance.

11.03 Functions of the Committee

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 and criticisms on all activities;
- (c) promoting cooperation and operating efficiency in effective economic measures;
- (d) improving service to the public;
- (e) promoting safe and sanitary practices and the strict observance of safety procedures;
- (f) reviewing ideas and suggestions and following up on those with due respect for 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) generally promoting good relations in the workplace and elsewhere.

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 Corporation and the Union or any employee or any person entitled to grieve, the following procedure shall apply:

12.02 **Step One:** Within fifteen (15) working days after the alleged grievance has arisen (or become known to the employee(s) or Union in the case of monetary matters), a meeting shall take place between the employee(s) concerned and the immediate supervisor or his delegate in an attempt to settle the grievance. Within five (5) working days of that meeting, a written response will be given to the employee and the Union Representative.

Step Two: Failing satisfactory settlement at Step 1, within ten (10) working days of receipt of the written response, the employee(s) accompanied by a member of the Grievance Committee and/or the Union Representative, may take the matter up with representatives of the Human Resources Department. In so doing, he will submit a complete written record of the grievance and the redress sought. A meeting shall take place with the grievor, a member of the Grievance Committee and/or the Union Representative and representatives from the Corporation to discuss the grievance. The Human Resources Representative shall render a decision, in writing, within ten (10) working days of the meeting.

Step Three: Failing any reply or satisfactory settlement within the time period specified, the matter may be referred to arbitration as provided in Article 13 within ten (10) working days from the expiration of such period.

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, Statutory Holidays, Vacation, Sickness, Workers' Compensation, Long Term Disability or any approved leave of absence shall be excluded.

12.04 Any and all time limits fixed by this Article may be extended by mutual agreement in writing.

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 Corporation and the Union reserve the right to file a grievance of general application, which shall be filed at Step Two (2) of the grievance procedure within ten (10) working days after the alleged grievance has arisen. The Union, upon written request, will 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 Supplementary agreements, if any, shall be in writing and form part of this Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 13 - ARBITRATION

- 13.01 If the Union or the Corporation wishes to refer a matter to arbitration as provided in Step Three (3), it shall within the ten (10) working day period therein mentioned, give to the Corporation or the Union, written notice of its intention to arbitrate.
- 13.02 Once it has been determined that a grievance will be dealt with through arbitration, the arbitrator shall be selected from the following list in sequence. The arbitrator, whose turn it is to act, and the other party, shall be notified **by the referring party** within ten (10) days of receipt of the notice given pursuant to 13.01 herein.

Arbitrators:

1. **Guy G. Couturier**
2. John P. McEvoy
3. Michel Doucet
4. **Cedric L. Haines**
5. George Filliter

Selection:

The selection of these arbitrators shall be by sequence one through five.

- 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 shall be final and binding.
- 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 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to Corporation premises to view disputed operations and to confer with the necessary witnesses. One (1) grievor will be entitled to attend the arbitration hearing without loss of regular pay. In the case of a union or group grievance, one (1) grievor and one (1) union representative will be entitled to attend the arbitration hearing without loss of regular pay.
- 13.07 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.
- 13.08 Any and all time limits, fixed by this section may be extended by mutual agreement in writing between the Corporation 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.
- 13.09 In case of discharge and discipline, the arbitrator may substitute such other penalty for the discharge or discipline as the arbitrator deems just and reasonable in all the circumstances.

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ARTICLE 14 - STEWARDS

- 14.01 The Corporation shall recognize stewards to assist employees with the processing of grievances. There shall be stewards selected by the employees for the Department and the Union shall notify the Corporation in writing of the names of the stewards, as well as the Chief Steward.
- 14.02 Departmental stewards may process specific grievances during regular working hours, provided prior permission of the immediate supervisor outside the bargaining unit is obtained. Such permission shall not be withheld, however, it is agreed that operational requirements may necessitate dealing with the grievance at an alternate time.

ARTICLE 15 - DISCIPLINE, SUSPENSION AND DISCHARGE

- 15.01 An employee may be disciplined only for just cause. The employee and the Union shall be advised immediately in writing by the Corporation of the reason for such discipline. In cases where an employee is being given a written warning, suspension or discharge, the employee may request the presence of a Shop Steward or a member of the local Union Executive.
- 15.02 Unjust suspension or discharge: Should it be found upon further investigation that an employee has been unjustly suspended or discharged, such employee shall be reinstated immediately in his former position, without loss of seniority and shall be compensated for all lost normal earnings. Such compensation shall be paid at the next pay period after reinstatement.
- 15.03 In appropriate cases, an employee shall be given a written warning of his activities or performance, which the Corporation deems deserving of such a warning. This notice shall contain particulars of the activity or performance deemed unsatisfactory. Such warning shall be given to the employee within ten (10) working days of the incident or from the day it was reported or made known to Management. If this procedure is not followed, such activity or performance will not become part of his record. If, after further investigation, the employee is found to have been unjustly reprimanded, such written warning shall not become part of his personnel file.
- 15.04 Any employee of the Corporation may be disciplined for any of the following reasons:
- (a) neglect on duty;
 - (b) bringing or using intoxicant and drugs on Corporation premises;
 - (c) reporting for duty or being on duty under the influence of liquor or drugs, other than prescribed by a physician;
 - (d) destruction of Corporation property through negligence;
 - (e) dishonesty;
 - (f) disorderly conduct on duty;
 - (g) disobedience or insubordination including refusal or failure to perform work assigned within the employee's classification;

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- (h) failure to report accidents at time of occurrence or first opportunity;
- (i) using Corporation property for personal use without permission;
- (j) use of profane or abusive language;
- (k) causing injury to self or fellow employees through proven negligence;
- (l) participating in illegal strike or picketing.

It is agreed that the causes of discipline set out above, are not exhaustive of such cases.

- 15.05 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, in the opinion of the **Joint Health and Safety Committee**, is unsafe.
- 15.06 An employee or person covered by this Agreement shall not be required to cross a legal picket line where there exists reasonable apprehension or risk of injury.
- 15.07 The record of an employee shall not be used against him and shall be removed from his personnel file after twelve (12) months have elapsed since a verbal or written warning, and after eighteen (18) months have elapsed since a suspension, provided there has been no recurrence of a similar infraction.
- 15.08 An employee shall not be disciplined where he is unable to discharge his employment obligations because of illness or infirmity attributable to a problem related to drugs or alcohol provided that he enrolls in a recognized rehabilitation program (when available).
- 15.09 An employee has the right to have access to review his personnel file, and this review shall take place within a **five (5) working day** notice period as given to the **Human Resources Manager or its delegate**, and at a time mutually agreed. An employee will be entitled to receive a copy of document(s) in his file upon request, provided the document(s) **have not already been provided to the employee**.
- 15.10 **Adverse Report:** An employee shall have the right to respond in writing to any disciplinary document that he receives within a period of two (2) weeks of receiving the document when working. Such reply shall become part of the permanent record.

ARTICLE 16 - SENIORITY

- 16.01 (a) **Seniority List:** The Corporation shall maintain a seniority list of regular employees. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year, showing:
 - 1. Employee's name;
 - 2. Classification;
 - 3. Bargaining unit seniority.
- (b) It shall be the responsibility of the employee to keep the Corporation informed in writing of his present mailing address and telephone number.

70 18

- 16.02 Seniority shall be forfeited from any employee of the Corporation for any of the following reasons:
- (a) Voluntarily leaving the employment of the Corporation **and not rescinding within forty-eight (48) hours from the time notice was given;**
 - (b) Discharge for just cause;
 - (c) Laid-off in excess of **twenty-four (24) months;**
 - (d) Absent from work without leave for two (2) working days unless he is able to provide a reasonable or justifiable explanation for his absence, **unless such notice was not reasonably possible.**
- 16.03 If an employee is absent from work because of sickness, accident or leave of absence approved by the Corporation, he shall not lose seniority rights.
- 16.04 If an employee is transferred to a position outside the bargaining unit, after having made proper application, he shall retain his seniority for a maximum period of three (3) months, after which he shall lose all of his seniority rights within the Agreement.

ARTICLE 17 - LAYOFF/RECALL/ABOLISHMENT AND TRANSFER OF POSITION

- 17.01 (a) "Layoff" means a reduction in the regular hours of work or a reduction in the work force.

(b) Role of Seniority in Layoff

In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority. An employee about to be laid off may bump any employee with less seniority in the bargaining unit provided the employee exercising the right can demonstrate, following a reasonable familiarization period, that he has sufficient present ability to perform the duties of the position into which he wishes to bump.

(c) Recall Procedure

Employees shall be recalled in order of their bargaining unit wide seniority provided the employee exercising the right can demonstrate, following a reasonable familiarization period, that he has sufficient present ability to perform the duties of the position into which he wishes to be recalled.

(d) No New Employees

No new persons shall be hired until those laid off have been given an opportunity to recall.

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(e) Advance Notice of Layoff

The employer shall notify an employee who is to be laid off, at least thirty (30) calendar days prior to the effective date of the layoff. If the employee has not had the opportunity to work the days provided in this section, he shall then receive regular payment for any such hours or days not worked.

(f) Grievance on Layoff and Recall

Grievances concerning layoff and recall shall be initiated at Step 2 of the Grievance Procedure.

17.02 Abolishment and Transfer of Position

- (a) An employee whose position is abolished by the Corporation shall be eligible to exercise his rights under Article 17.01. Such employee shall maintain his bargaining unit seniority.
- (b) Such employee shall receive the wage rate prior to the abolishment of his job until such time as the difference between the two rates has been eliminated.
- (c) This procedure shall not apply to an employee who is transferred and maintains his same Classification. The senior employee in the same Classification shall have the first option to being transferred.

ARTICLE 18 - JOB POSTINGS AND VACANCIES

18.01 "Permanent Vacancy" means a vacancy where there exists, in the opinion of the Corporation, adequate work to justify the existence of an employee on a full-time basis in that position.

18.02 A "Permanent Vacancy" as defined in Article 18.01, appointments or promotions covered by this Agreement shall be made by the Corporation according to the following procedure:

- (a) When the Corporation intends to fill a permanent vacancy as defined in Article 18.01, the Corporation shall within fifteen (15) working days, **post** the permanent vacancy. If this is not possible, the Union will be notified in writing, within fifteen (15) working days after the initial posting period has elapsed and an explanation shall be provided.
- (b) **Job postings** shall be posted on bulletin boards in all Departments covered by this Agreement for at least ten (10) working days.
- (c) Copies of all **job postings** shall be forwarded to the Secretary of the Union.

(d) Information in Postings: Such notices shall contain the following information:

- (1) Job Title as per Job Description and Classification Plan;
- (2) Description of the job;
- (3) Shifts;
- (4) Wages or salary rate or range;
- (5) Length of trial period; and
- (6) Skill, ability and **required minimum** qualifications as listed in the Job Description.

(e) **No outside advertisement for additional employees shall be placed until present employees have had a full opportunity to apply as provided in the Posting procedure.**

The Corporation shall consider regular employees for a job posting and when no successful candidate has been selected, then the employer will consider the **casual** employees that have applied in the posting.

18.03 Provided the employee has the skill, ability and **required minimum** qualifications as listed in the job description, bargaining unit seniority shall be the deciding factor in selecting employees to vacant or new positions.

18.04 In cases of promotion requiring higher qualifications or certification, the Corporation shall give consideration to the senior employee who does not possess the required qualifications but is preparing for qualification prior to filling the vacancy.

18.05 When the successful candidate is found, the vacancy shall be filled within seven (7) working days from the date of the closing of the **job posting**. If further time is required, it shall be mutually agreed upon.

18.06 Selection of Candidate Not Qualified

(a) Should the Corporation decide to select from among the candidates who have applied for the position and none of the candidates has the qualifications as listed in the job description, then the most senior applicant shall be given a training period where he will have the opportunity of acquiring the necessary skills to perform the duties of the position. If the senior applicant is unable to perform the duties of the position in an adequate and satisfactory manner following the training period, he will be returned to his former Classification.

(b) The provisions of this section shall apply to all applicants in order of their seniority.

(c) The length of the training period shall be in accordance with the provisions of Article 18.07 (b) below.

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18.07 Trial Period

- (a) The purpose of the trial period is to enable the Corporation to assess whether the successful candidate can and is able to perform the job in a satisfactory manner.
- (b) Employees who are appointed to a Classification in accordance with Article 18.02 above, shall be subject to a trial period in accordance with the following, unless changed by mutual consent in writing by the Union and the Corporation:
 - (1) Sixty (60) days worked in the case of vacancies which occur in the Water Treatment Plant and Wastewater Treatment Plant,
 - (2) Forty (40) days worked for all other Classifications.
- (c) While on a trial period, the newly appointed employee shall continue to be paid at the rate of the occupation he occupied immediately prior to his appointment. Upon completion of the trial period, he then shall receive the appropriate wage rate. If the employee has already been trained for the new position, he shall receive the new rate immediately, whether it is a higher or lower rate.
- (d) Employees awarded new positions and failed the trial period shall be returned to their former positions without loss of seniority. An employee appointed in accordance with Article 18.06 (a), prior to completing his trial period, shall have the option of returning to his former Classification upon written request. All other employees shall have the option of returning to their former classifications within twenty (20) days of the appointment date and thirty (30) days of the appointment date for Swing Operators. The Corporation shall **exhaust the list of** applicants responding to the original bulletin. **Should there be no successful applicants remaining**, it may re-post the position.
- (e) In order to save waiting time, the Corporation and the Union agree that posting for vacancies shall be **posted** when an employee begins his trial period and that the applicant selected will be subject to the successful completion of the trial period of the employee creating the vacancy.

18.08 It is the policy of the City to provide equal opportunity for promotion to all employees within the bargaining unit to encourage career development and promotional opportunities for such employees. The City agrees to maintain an on-the-job training program and shall encourage all employees to participate in such a program.

18.09 All regular employees shall be medically fit for promotions and transfers for which they are applying. A medical examination by a qualified medical practitioner may be required for all employees qualifying for a new position, promotion and transfers at the Corporation's expense.

ARTICLE 19 - TEMPORARY ASSIGNMENTS

- 19.01 (a) An employee temporarily assigned to a classification of a higher rate of pay, shall receive the higher rate of pay for the duration of the working period. (A working period is a minimum of one-half (1/2) day).
- (b) An employee temporarily assigned to a classification of a lower rate of pay, the rate of pay shall not be reduced by reason thereof.
- (c) When there is no work available in an employee's classification at the start of a work period, he shall be assigned to other work in other classifications, provided it does not reduce the regular hours of work of other employees in their classification. No employee shall be reassigned to another classification while there is work available in his classification, unless he is asked to work on a higher classification.

ARTICLE 20 - TEMPORARY ASSIGNMENTS - AD HOC/DAY-TO-DAY (OR PART THEREOF) BASIS

- 20.01 Provided the employee has the qualifications as listed in the job description, bargaining unit seniority shall be the deciding factor in selecting employees for a temporary assignment and shall be applied as follows:
- (a) The senior qualified applicant/employee in any lower classification within the Department
- (i) Shall be given the opportunity to accept a temporary assignment.
- (ii) If the senior qualified applicant/employee is not available, then the second most senior qualified applicant/employee in the same department will be given the opportunity for temporary assignment. A person shall not be available if the employer determines for valid reasons that the employee cannot be spared from regular duties. If requested, the valid reasons shall be supplied to the union in writing.
- (iii) This procedure will continue until every applicant/employee within the department has been exhausted in order of seniority.
- (iv) If an employee refuses a temporary assignment, he shall signify his intention in writing within thirty (30) days of the signing of this Collective Agreement. He shall thereafter forfeit his right to any temporary assignments and training for that classification for a minimum period of twelve (12) months before he can withdraw his intention in writing not to accept the temporary assignment. After one year of the signing of this Collective Agreement (i.e. the "anniversary date"), employees will again have the opportunity to signify their intention in writing (within thirty (30) days of the anniversary date) of their refusal of a temporary assignment. This

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process will continue on an annual basis for the life of this Collective Agreement. Should any employee receive appropriate training any time after the signing of the Collective Agreement to perform the duties of any job or jobs within a particular classification, that employee will not be permitted to refuse any temporary assignments in that classification for the life of this agreement. The Corporation reserves the right to review this provision should it deem it necessary to do so in the interests of the Corporation.

- (v) When no employee in the department is available to work the temporary assignment, then the junior qualified employee shall be ordered to work and it shall be mandatory for him to report to work.

20.02 Stores Clerk Backup/Swing Operators Water Treatment Plant/Wastewater Treatment Plant/Maintenance Technician Backup

- a) It is agreed between the parties that the City will post a backup assignment/swing operators in accordance with Article 18 for employees interested in replacing the above listed positions. It is further agreed that this article does not change, alter or modify Article 20 in any way; temporary assignments remain by department (Operational Services / Parks and Recreation).
- b) Replacement will not be automatic; it will be as determined by the City. Employees will be selected based on qualifications, ability and seniority. When employee(s) are selected, they will be trained. There will be a trial period as per Article 18.07 (b) (1) and (2), and Article 18.07 (d).
- c) Once the candidates have been selected, replacement will be based on seniority. If the senior qualified applicant/employee is not available, then the second most senior qualified applicant/employee will be given the opportunity to replace the above listed positions until the senior backup employee/swing operator can be spared from regular duties for the next available replacement shift. A person shall not be available if the employer determines for valid reasons that the employee cannot be spared from regular duties or if the corporation would incur overtime cost due to replacement. If requested, the valid reasons shall be supplied to the Union in writing.
- d) For purposes of overtime, callouts and vacation scheduling, the senior trained employee in the above listed positions shall have priority regardless of which department they work in so long as the corporation does not incur additional overtime cost.
- e) The successful candidate(s) will be required in the above listed positions when requested by the employer and will be on the replacement list for the duration of the collective agreement and will have the option to continue on the replacement list of future collective agreements. The senior trained employee (Class 1) in the above listed positions shall be given priority to replace full-time vacancies.

10

- f) The wage rate for the above listed classifications while working as Stores Clerk, Swing Operators Water Treatment Plant/Wastewater Treatment Plant and Maintenance Technician shall be as per Appendix A.
- g) These employees shall be paid at a rate of pay between their regular classification and Stores Clerk, Swing Operators Water Treatment Plant/Wastewater Treatment Plant and Maintenance Technician, whichever applies, for all leaves (ex. Vacation, sick leave, bereavement, etc.)
- h) It is understood by the parties that any other Back-up positions will fall under the terms and conditions of this article.
- i) Overtime - Water Treatment Plant
 - (i) It is agreed between the parties that when replacing on a 12-hour shift, the first four (4) hours of overtime will be on-going for the operator working in the position at the time as per Article 22.07 of the Collective Agreement. The remaining eight (8) hours of overtime will be assigned to the operator with the least amount of overtime provided he is not scheduled to work within the next eight (8) hours.
 - (ii) All scheduled overtime (more than one (1) shift) shall be shared equally between the regular operators.
 - (iii) All overtime recorded on the roster will be "total hours."
 - (iv) When the Swing Operator is on shift (replacing regular operators who are on approved leaves of absence, (i.e. vacation, sick leave), the Swing Operator is entitled to overtime assignments the same as regular operators.
 - (v) Swing Operators will be placed on the roster with the assumption of the least number of overtime hours of the regular operations when they are assigned to the Water Treatment Plant. The same applies when they return to their regular classification.

20.03 Parks and Recreation Employees – Ice Season Replacement

When the regular employees of the Parks and Recreation Department (3 Icemakers and 3 Parks Attendants) are not available to work in the Parks and Recreation Department during the summer period due to activities at the K.C. Irving Regional Center, they will be replaced by casual employees, based on work requirements.

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ARTICLE 21 - HOURS OF WORK

21.01 Regular hours of work for all employees, with the exception of those specifically listed herein, shall be:

8:00 A.M. to 4:00 P.M., Monday through Friday;

Refuse Truck Operators: 7:00 A.M. to 5:00 P.M., Tuesday through Friday;
: when replacing, notification shall be as per Article 21.09 (1).

When regular employees replace Refuse Truck Operators for ten (10) hour shifts, they will be given time off for the additional hours worked so as not to exceed a forty-hour week. If time off is not possible, then the employee will receive the appropriate overtime rate of pay for the additional hours worked.

Street Sweeper Operator: 6:00 A.M. to 2:00 P.M., Monday through Friday;
: when replacing, notification shall be as per Article 21.09 (1).

Maintenance Man: 8:00 A.M. to 4:00 P.M., Monday through Friday. Every third week, one employee of this classification may be required to work 10:00 A.M. to 8:00 P.M. (10 hours per day), Monday to Thursday, for the purposes of water meter servicing on a rotational basis.

21.02 Lunch period of twenty minutes and rest period of fifteen minutes in the morning shall be taken at the appropriate facilities, if practical, and applies to all employees.

21.03 Night Crew

The Corporation may require positions below to **periodically** work night shift in the Operational Services Department between the period January 1 to December 31.

Two weeks prior to January 1st, the Corporation will establish a schedule for night shift. Notification of the required classifications to work the night shift would be given the preceding day with the exception of the Monday shift where notification will be given the preceding Friday.

The maximum number of employees required to work the night shift will be:

- one (1) Sub-Foreman,
- **one (1) Maintenance man,**
- one (1) Plumber,
- two (2) Equipment Operators A,
- **two (2) Equipment Operators B,**
- **three (3) Labourers,**
- one (1) Heavy Equipment Mechanic or **Fleet Maintenance Technician.**



The hours of work shall be from 12:00 a.m. to 8:00 a.m., Monday to Friday inclusive. The purpose of scheduling employees for the night shift shall be for:

- snow removal and snow plowing,
- snow and ice control,
- hydrant cleaning,
- **road repairs, sidewalk and street cleaning** in high traffic areas,
- work on water repairs or leaks that cannot be done during the 8:00 a.m. to 4:00 p.m. shift because **of traffic** or turning off the water would affect a business such as doctor's offices, dentist's offices, hospital and other businesses that need their water during the day.

It is understood that the positions stated above represent the maximum number of employees working the night shift at any given time unless working overtime, however, it is not the minimum number that can be working night shift. There can be anywhere from one (1) to ten (10) employees working night shift at anytime for the purposes specified above. Employees can be promoted to temporary assignments on night shift, but shall not be demoted.

It is understood that employees scheduled to work the night shift will not be eligible for overtime work in the eight (8) hours immediately preceding the shift.

21.04 Plant Operators:

- (1) Water Treatment Plant - 8:00 A.M. to 8:00 P.M.
- 8:00 P.M. to 8:00 A.M.
Sunday through Saturday (42 hours per week, average over 4-week period).
- (2) Wastewater Treatment Plant - 7:00 A.M. to 5:00 P.M.,
Sunday through Saturday (40 hours per week average).

21.05 KC Irving:

- (1) The hours shall be 7 days per week and 40 hours per week.
- (2) Arena: -8:00 A.M. to 4:00 P.M.
-4:00 P.M. to Midnight
- (3) The Corporation shall assign a minimum of two (2) employees as listed in Appendix "A" at the arena between the hours of 4:00 P.M. to 12:00 midnight when there are activities at the arena (Sunday to Saturday inclusive).
- (4) On Saturdays, Sundays and statutory holidays, a minimum of two (2) employees per shift will be assigned.
- (5) For the purpose of safety and to provide assistance, another employee or supervisor will be present when using the Zamboni or ice chipper.
- (6) **Time off between shifts shall not be less than sixteen (16) consecutive hours.**

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21.06 Working Schedule:

The hours and days of work of each employee on shift work shall be posted at least two (2) weeks in advance on the bulletin board. Shift work shall be rotated equally among employees, where possible. Any changes to the working schedule may be made by mutual agreement between the employees concerned and the Corporation.

21.07 Employees may change scheduled day or days off with another employee **when** prior approval **has been** given by the Corporation **and provided there is no additional cost.**

21.08 Day Off

Day off shall be two (2) consecutive days, plus one long weekend every four (4) weeks as pertains to shift workers.

21.09 Swing Operators

Employees of this classification shall be subject to (1), (2), and (3):

- (1) Where possible, a forty-eight (48) hour notice shall be given to the employees of this Classification when changing the working schedule in cases of leave of absence, sick leave, and floating holidays.
- (2) The two (2) consecutive days off shall be mutually arranged with the immediate supervisor.
- (3) When not on shift work, the hours of work for employees of this Classification shall be according to Article 21.01 of this Agreement.

21.10 Time off between shifts shall not be less than eight (8) **consecutive** hours.

21.11 Shift differential shall be as follows. Shift differential shall not be paid for overtime hours.
4:00 P.M. to 8:00 A.M. - premium of \$.90 cents per hour.

21.12 All regular time worked on the following days by employees on shift work shall be paid as follows:

Sunday	-	time and one-half
Christmas Eve (4:00 P.M. to 8:00 A.M.)	-	double time
New Year's Eve (4:00 P.M. to 8:00 A.M.)	-	double time

21.13 Work Week Defined

- (a) The work week shall be defined as starting at 8:00 hours A.M. Sunday for shift workers.
- (b) The work week shall be defined as starting at 00.01 hours A.M. on Sunday for all other employees.

21.14 Paid Rest Period

Only employees listed in 21.04 shall be permitted a rest period of 15 minutes in both the first half and second half of the shift.

ARTICLE 22 - OVERTIME

- 22.01 (a) All time worked outside the hours of work as defined in Article 21 (Hours of Work) shall be deemed to be overtime, and shall be paid or banked (at the discretion of the employee) at the appropriate overtime rate. A maximum of forty (40) hours can be banked for time off and can only be taken at a time mutually agreed between the employee and the Corporation. Time not used prior to November 30 shall be paid at the regular rate of pay in the month of December unless the employee has submitted a request, in writing, to use time in lieu in the month of December and it has been approved.
- (b) **Casual** employees shall only be entitled to receive the appropriate overtime rate of pay for hours worked in excess of **regular working hours**.
- 22.02 All time worked outside the hours of work and/or beyond the regular work week as defined in Article 21 (Hours of Work), except Sundays and statutory holidays, shall be paid at the rate of time-and-one-half.
- 22.03 (a) All time worked on a Sunday for employees as defined in Article 21.01 shall be paid at the rate of double time.
- (b) All overtime worked on a Sunday or statutory holiday for shift workers shall be paid at the rate of double time.
- 22.04 (a) All regular time worked on a statutory holiday for all shift workers shall be paid at the rate of time-and-one-half, in addition to the holiday pay. The employee shall be able to bank the statutory holiday and can only be taken at a time mutually agreeable between the employee and the employer. If the additional day off is not taken by November 30th, payment shall be made at the regular rate of pay in the month of December unless the employee has submitted a request, in writing, to use the banked Statutory Holiday in the month of December and it has been approved. Should a statutory holiday fall on a Sunday, shift workers shall be paid at the rate of double time, in addition to the holiday pay for the day as outlined in Article 25.
- (b) All time worked on a Statutory Holiday for all employees except those referred to in Article 22.04 (a) shall be paid at the rate of double time, in addition to the holiday pay for the day as outlined in Article 25.
- 22.05 Call-Out
- An employee called out to work, after leaving the premises of the Corporation, before or after the regular work day, shall be paid for a minimum of four (4) hours at the appropriate overtime rate. The appropriate overtime rate shall be determined in accordance with 12:00 midnight as being the cut-off period. (Example: an employee called out at 11:00 P.M. Saturday shall receive one hour at time and one-half and shall receive double time for the remainder of the call-out. An employee called out at 11:00 P.M. Sunday shall receive one hour at double time and shall receive time and one-half for the remainder of the call-out). However, the call-out provision shall not apply to employees who work on on-going or scheduled overtime, (nor to an employee who is asked, while at work, to return at a later time for scheduled overtime work).

22.06 Call-Out Procedure (excluding on-going overtime)

The most senior employee of the bargaining unit in the required classification and department shall be asked on a rotational basis. The new schedule shall be implemented January 1 of each year. Qualified employees who do not wish to be included on the list for overtime in a particular classification must submit a letter to that effect to their supervisor. Once an employee submits a letter indicating he is not available for overtime in a particular classification, it remains in effect for a minimum period of one (1) year. The letter continues into effect until withdrawn by the employee in writing. When an employee withdraws the letter, he shall be placed on the list equivalent to the employee with the most number of overtime opportunities in that classification. A list shall be established which will identify the names of employees in each classification for each department, according to their bargaining unit seniority.

- (1) The most senior employee in the required classification and department will be asked until all of the names have been exhausted. A check-off system will be implemented to ensure that all employees share equally in the overtime opportunities.
- (2) An employee who is called out and is not available shall be deemed to have had an opportunity to perform overtime work and his name shall be checked off. (Whether the employee answers the phone or not.)

Exceptions: Sick that day or extended illness, bereavement, L.T.D., holidays, or if the individual does not have the proper training, license or certificate(s) to do the job. The onus shall be on the "employee" to inform the "person calling" of any of the above.

- (3) When no employee is available to work in the required classification and department, then you go to the qualified employee in the next lower classification and department and follow the call-out procedure until all lower classifications have been exhausted. If there is no employee available then go to the seniority list.

22.07 Eligibility for Overtime During Leave

- (a) If an employee is on a full week of vacation, then they are not available for overtime.
- (b) If an employee has taken a week of vacation but is also using floaters, banked overtime, or banked stats, then:
 - (1) For actual "vacation" days, they are not available for overtime for a period of twenty-four (24) hours, consisting of midnight the previous day to midnight the current day.
 - (2) For floaters, banked overtime, and banked stats, they are not available for overtime on the current date for the employee's regular shift.
- (c) If an employee is taking a single vacation day, then they are not available for overtime for a period of twenty-four (24) hours, consisting of midnight the previous day to midnight the current day.

- (d) If an employee is taking single floaters, banked overtime, or banked stats, then they are not available for overtime on the current day for the employee's regular shift.
- (e) If an employee is off sick, then they are not available for overtime until the start of their next regular shift. However, if an employee is sick on Friday, they are available for overtime starting on Saturday morning at 8:00 a.m.

22.08 Distribution of Overtime – Shift replacement for Icemaker and Cleaner at KC Irving Centre

- (a) When a 4 – 12 shift becomes available, and no casual employee is available as per Article 3.03, the employer shall offer it first to the employee(s) on duty in the required classification. If the employee(s) on duty in the required classification refuses the overtime shift, the employer shall go to the Overtime Roster to call in an employee in that classification.
- (b) When no employee is available in the required classification, the employer shall offer the overtime shift to the employee(s) in the other classification who is on duty. If the employee(s) on duty in the other classification refuses, the employer shall go to the Overtime Roster to call in an employee in that other classification.
- (c) When no casual employee is available and an 8 – 4 shift becomes available, the employer shall follow the call-out article.

22.09 On-Going Work

Work that was performed during the regular hours of work and continues to be performed after the normal quitting time, shall be called on-going work and the same employee(s) or crew presently doing the job shall continue to work such overtime. If the employee is unable to continue due to some unforeseen circumstance, then the most senior employee in the required Classification and Department will be asked, until all of the names have been exhausted. When no employee is available, the most senior qualified employee in any lower classification in the department will be asked until all employees have been asked. When no employee is available, then the junior employee in the required classification and department shall be ordered to work and it shall be mandatory for him to work. (Continue practice of referring to the seniority list when no employee is available).

22.10 Scheduled Overtime (Minimum two (2) hours)

Excepting call-outs, overtime work that starts after regular hours and has not been performed during the regular hours of work shall be called "Scheduled Overtime" and shall be subject to the following:

The most senior employee of the bargaining unit in the required classification and department shall be asked first for each scheduled O.T. assignment. When this employee is not available, other employees of the same classification and department shall be asked to work according to their bargaining unit seniority until all of the names have been exhausted and if they do not wish to work, then the most senior qualified employee in any lower classification and department shall be asked until all employees have been asked. Continue the practice of following the seniority list.

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ARTICLE 23 - PREMIUMS

23.01 All time worked on a regularly scheduled day off, except Sundays and holidays, shall be paid for at the rate of time-and-one-half.

23.02 Overtime Vacation Rate

No employee shall be required to work during his vacation period. However, should an employee be called in for less than one (1) full shift, he shall be paid a minimum of four (4) hours at double time his regular rate of pay and double time for each hour worked thereafter. In addition, such employee shall be granted another day off with pay which shall substitute for the vacation day during which he worked. The onus shall be on the employee to tell the person calling him that he is on vacation.

23.03 If in a twenty-four (24) hour period from the time an employee commences work, an employee works sixteen (16) hours without having received an eight (8) hour rest period, the employee will be entitled to an eight (8) hour rest period prior to having to return to work. Should the eight (8) hour rest period overlap his regularly scheduled shift, the employee shall be compensated at his regular rate of pay for the hours that overlap.

When such employee works in excess of twenty (20) hours and as a result his next regular shift will start less than four (4) hours from when he finishes the overtime, he will not be required to work that next shift and will be paid for it at eight (8) hours times his regular rate.

23.04 Premium Pay

- (a) Employees performing work in live sanitary sewers who are in physical contact with raw sewage, shall be paid a premium **pay** of **one dollar (\$1.00)** per hour for the period of contact.
- (b) Employees who are required to work in a confined space shall receive a premium **pay** of one dollar (\$1.00) per hour.
- (c) Employees who work on refuse collection and disposal, who are in physical contact with refuse, shall be paid a premium **pay** of **sixty cents (\$.60)** per hour for the period of contact.
- (d) **Heavy Equipment Mechanic/Fleet Repair Technician**, who are assigned by the Fleet Manager to **be lead hand** in the shop, shall be paid a premium of one dollar (\$1.00) per hour **above their current classification** for each hour.

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ARTICLE 24 - VACATION

24.01 Employees shall be entitled to the following annual vacations, according to the initial date of employment:

- (a) Employees on completion of one year's continuous service but less than three years' service – ten (10) working days or 4% of gross earnings, whichever is the greater.
- (b) Employees on completion of three years' continuous service to eight (8) years' service - three weeks.
- (c) Employees on completion of 9 years' continuous service to 17 years' service – four weeks.
- (d) Employees on completion of 18 years' continuous service to 24 years' service – five weeks.
- (e) Employees on completion of 25 years' to 29 years' continuous service - six weeks.
- (f) Employees on completion of 30 years' or more continuous service – seven weeks.

24.02 (a) For the purpose of service in the calculation of vacation entitlement, the period shall be calculated from the initial date of employment.

- (b) If an employee is absent due to sickness, he shall be entitled to accumulate his vacation and statutory holidays in accordance with this Collective Agreement.
- (c) In the event the employee is absent due to sickness in excess of 12 consecutive months, he shall not be entitled to accumulate vacation and holidays credited for that period of time.
- (d) On return to work, the employee shall continue to accumulate his benefits at the appropriate rate in accordance with the Collective Agreement.
- (e) This will not eliminate other benefits to which he may be entitled, subject to the provisions of this Collective Agreement.

24.03 (a) All vacation schedules will be subject to the approval of the Department Head. Schedules will be prepared on the basis of seniority in each classification within the department.

- (b) Vacations shall be taken during the calendar year. Where an employee can establish that he or she is entitled to substitute sick leave or bereavement leave for vacation, he/she shall be required to reschedule and take his vacation at a time mutually agreed, as long as it does not affect the regular vacation schedule of the following year, and the deferred vacation shall be taken within the next twelve (12) calendar months.

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- (c) Vacation entitlements must be taken during the current vacation year and vacations shall not be cumulative from year to year, except as mutually agreed in writing between the parties.

- 24.04 (a) Vacations will not be taken in periods of less than one week. However, an employee will be entitled to take one (1) week of vacation in individual days. Should an employee require a second week of vacation in individual days, Corporate approval is required.
- (b) The third, fourth, fifth, sixth and seventh week can be taken during the period of June 15 to September 15 at the discretion of the supervisor. The number of employees who may be away at one time is limited as follows:

One Employee per Classification

Carpenter, Maintenance Man, Stores Clerk, Refuse Truck Operator, Painter, Sub-Foreman, Laboratory Technician, Plumber, Industrial Mechanic, Electrician, **Maintenance Technician, Trail Maintenance Technician, Equipment Operator B.**

Two Employees per Classification

Parks and Recreation Attendant, Plant Operator (one (1) per plant), Heavy Equipment Mechanic/**Fleet Repair Technician.**

Three Employees per Classification

Equipment Operator A

Four Employees per Classification

Labourer

- 24.05 One week's vacation period shall be understood to be seven (7) calendar days, from Sunday to Saturday.
- 24.06 Employees must indicate their choice of vacation period not later than March 15th of each year. The employer shall post the vacation schedule by April 1st of each year. However, should there be available vacation time in the prime vacation period of June 15 to September 15 after the initial vacation scheduling is terminated, the Corporation shall allow for a second vacation scheduling in order that those employees with weeks originally scheduled outside that period be given the opportunity to avail themselves of this prime time. Such rescheduling shall take place between April 15 and April 30.

24.07 Vacation Pay on Termination

When employment of an employee is terminated before the end of a vacation pay year, vacation pay shall be paid on a pro-rata basis.

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- 24.08 When a holiday defined in Article 25 of this Agreement occurs during an employee's annual vacation such employee shall be granted an additional day's vacation with pay. Such time off (banked vacation days) will be taken off by November 30th, at a time mutually agreed between the employee and the employer. Should such time off not be taken by November 30th, or scheduled to be taken during the month of December or requested to be carried forward into the following year, then payment shall be made at the regular rate of pay (eight (8) hours), in the month of December. Once a banked vacation day has been requested to be carried forward into the following year it shall no longer qualify to be paid out to the employee and must be taken as time off.

ARTICLE 25 - STATUTORY HOLIDAYS

- 25.01 (a) All employees shall be granted the following holidays at the regular rate of pay. Statutory holidays shall be paid on the basis of eight (8) hours regular pay.

New Year's Day

Family Day

Good Friday

Easter Monday

Victoria Day

Canada Day

New Brunswick Day

New Brunswick Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

and all other days proclaimed as holidays by the Federal, Provincial or Municipal authorities.

- (b) When a statutory holiday falls on a day off, the employee will receive an additional day off with pay consecutive to the holiday.

- (c) Shift Workers:

When a statutory holiday falls on a day off, the employee will receive an additional day off with pay. The additional day off shall be taken at a time mutually agreeable. If the additional day off is not taken by November 30th, payment shall be made at the regular rate of pay in the month of December unless the employee has submitted a request, in writing, to use the banked Statutory Holiday in the month of December and it has been approved.

- 25.02 An employee shall be entitled to two (2) floating holidays per calendar year, on the basis of one (1) day for each six months of completed employment, provided forty-eight (48) hours notice is given by the employee.

ARTICLE 26 - SICK LEAVE

26.01 All regular employees who have completed the probationary period as defined in 3.02 shall be entitled to receive one-and-one-half days sick leave per month accumulative to two hundred and forty (240) days.

26.02 Provided an employee has sick leave to his credit:

(a) Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick.

(b) The Employer has the right to investigate the use of sick leave and to require the employee to submit upon his return to work, satisfactory medical evidence from a qualified medical practitioner. Such proof of illness shall be requested during the period of illness.

(c) **The Employer will authorize the use of three (3) sick days to an employee to provide medical care to his immediate family. Immediate family definition refers to Article 29.02 (a) (1) of this collective agreement.**

26.03 The Corporation shall be notified by the employee or his next of kin when a claim is made for sick leave.

26.04 A deduction shall be made from all accumulated sick leave for absence due to sickness during any normal working day.

26.05 Sick Leave Bank

All regular employees covered by this Agreement, with one year of service with the Corporation, shall contribute five (5) days from their accumulative sick leave credit to establish a sick leave bank.

Each employee, after allotting five (5) days to the sick leave bank, will allow one day per year from his accumulated sick leave credits to be added to the sick leave bank until contributions collectively result in an accumulation of 500 working days in the sick leave bank. The union shall receive a complete record of days or credits for members individually and total days credited to the bank at the end of each calendar year.

Application for allotment from the sick leave bank may be made by an employee who has suffered a major illness or who has suffered an injury which is not compensatory under the *Worker's Compensation Act* and shall be subject to the approval of the union executive, upon production of an appropriate medical certificate. No allotment from the sick leave bank shall be approved unless and until the employee concerned has exhausted his entire annual and accrued sick leave credits, annual vacation, banked statutory holidays and floaters. **The local bylaws will govern the application of the sick leave bank.**

The City will not use accrued vacation as it is earned when an employee is using the sick leave bank. However, the City will continue the practice of using entire annual vacation prior to an employee going to the sick leave bank.

ARTICLE 27 - MEDICAL EXAMINATION

- 27.01 (a) When the Corporation has reasonable and probable grounds of suspecting that because of a medical condition, the employee is a source of danger to himself, other employees or company property, or that the employee is unfit to perform his duties, the Corporation reserves the right to have the employee submit to a medical examination at the Corporation's expense.
- (b) No employee shall be laid off as a result of this medical examination. If he is found not medically fit for his present employment, he will be assigned other work at the rate for the job to which he is assigned.

ARTICLE 28 - WELFARE BENEFITS

- 28.01 The welfare benefits will be altered in accordance with the plan negotiated by the parties. The Corporation shall pay the cost of premiums in accordance with the following:

	<u>Single</u>	<u>Married</u>
Health and Benefits Plans	90%	75%
Life Insurance	90%	75%
(\$75,000 for life with double indemnity for accidental death or dismemberment)		
Spouse - \$15,000		
Child - \$10,000		

28.02 Welfare Benefits Committee

- (a) A Welfare Benefits Committee shall be formed, with equal representation from the Union and the Corporation. The Union shall have two (2) representatives on the Committee.
- (b) The functions of the Committee shall be subject to the provisions of Article 11.02 (k) and shall include the following:
- (i) To administer the retirement plan, and to ensure that benefits are paid;
 - (ii) To inform members of their entitlement under the plan;
 - (iii) To consider revisions or amendments to the existing plan.
- (c) The Committee shall meet at least once each year or as mutually agreed between the parties through the Mutual Interest Committee in accordance with Article 11.02 (d) of this Agreement.
- (d) All meetings of the Committee shall be held in conjunction with the Mutual Interest Committee meetings as provided by Article 11.02 (d) of this Agreement.

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28.03 Pension Plan Disclosure

Employees shall participate in and receive the benefits of a mutually agreeable retirement plan. Any changes to the present pension plan shall be fully negotiable between the Union and the Corporation.

(a) The Corporation shall make every reasonable attempt to ensure that the following information is produced by the Insurer to each employee and the cost thereof shall be borne by the Plan:

- (1) The total amount of required contributions paid into the plan and, if any, the interest accrued.
- (2) The total amount of voluntary additional contributions made to the plan and the interest accrued, if any;
- (3) The total amount of contributions made by the Corporation and the amount of interest;
- (4) The percentage of “vested” employer contributions;
- (5) The benefit amounts to be paid in case of disability, death or withdrawal from the plan;
- (6) The name of the beneficiary, if applicable, in case of death.
- (7) The pension to be made at normal retirement age.

(b) In addition, the Corporation shall make every reasonable attempt to ensure that the following information is produced by the Insurer on an annual basis or on request by the Welfare Benefit Committee:

- (1) The master policy and all amendments;
- (2) The performance of the plan.

28.04 Employee/Employer Contributions

Effective **October 7, 2020**, the employees are required to contribute **9%** of their regular earnings to the City pension plan and the Corporation agrees to match employee contributions.



28.05 Long-Term Disability

- (a) The Corporation shall provide Long-Term Disability Insurance Plan for all employees who are eligible under the City's Long-Term Disability plan. Employees shall be responsible for the payment of 100% of premium costs.
- (b) In the case of an employee who is on sick leave, he shall be entitled to the provisions of Article 26 up to a period of six (6) months. At the completion of six (6) months of sick leave, such employee shall not receive any further sick leave benefits and shall, instead, be covered by the provisions of the Long-Term Disability Plan.
- (c) If an employee is not qualified to receive any benefits under the provisions of the Long-Term Disability Plan, he shall then have the right to exercise his rights under the terms of the sick leave provisions of this Agreement.
- (d) An employee who is not eligible to exercise his rights under Article 26 and who is covered by the Long-Term Disability Plan shall continue to accumulate other benefits subject to the provisions of this Collective Agreement.
- (e) An employee who reaches the age of 55 and is no longer covered under the LTD plan shall continue on the Welfare Benefits as per Article 28.01 and the pension plan as per Article 28.04 until age 65, retirement, resignation or obtaining other employment whichever occurs first.

ARTICLE 29 - LEAVE OF ABSENCE

29.01 Any employee who has completed the probationary period, leaving the employment of the Corporation during a state of general emergency to join any of the branches of the Armed Services in Canada, shall, on his return to the employment of the Corporation:

- (a) maintain his seniority rights;
- (b) maintain his right to promotion;
- (c) be entitled to any pay increase; provided he returns to work with the Corporation within three (3) months of the date of discharge from the above-mentioned Armed Forces.

29.02 Bereavement Leave

- (a) An employee shall not sustain loss of regular rate of pay and shall be granted a leave of absence in accordance with the following:
 - (1) Five (5) **working** days in the case of the death of the employee's spouse, common-law spouse, son, daughter, **step-child**, mother, father, brother or sister;
 - (2) Three (3) **working** days in the case of a death in the employee's brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grand-children.

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- (3) The day of the funeral in the case of an aunt or uncle, spouse's grandparents. (If it is the responsibility of the employee to arrange for the funeral, three (3) consecutive days shall be granted).
- (4) One (1) day from the employee's bereavement leave may be set aside for the day of the internment.**
- (b) In the event of death in the immediate family, the Corporation shall grant an additional day off if the funeral takes place more than three hundred and twenty (320) kilometers from Bathurst to a maximum of two (2) days. This is applicable to all persons listed in 29.02 (a) (1) and (2).
- (c) Reasonable time off shall be granted to employees who wish to attend the funeral of a member or retired member of Local 550.
- (d) One-half (1/2) day leave shall be granted without loss of salary or wages to attend any funeral as a pallbearer.
- (e) Payment shall be made at the regular rate of pay, provided that
 - (1) one of the days granted shall be the day of the funeral;
 - (2) the employee affected shall attend the funeral;
 - (3) all of the days for which payment is made are scheduled work days and include (vacation (a) 1, (a) 2,);
 - (4) the employee affected is not absent because of the following reasons:
 - (i) sick leave
 - (ii) on compensation
 - (iii) under suspension
 - (iv) day off
 - (v) any other leave of absence which may have been granted by the Corporation.
- 29.03 (a) Leave of absence without pay and without loss of seniority shall be granted on written request, of at least two (2) weeks in advance if possible to not more than five (5) employees elected or appointed to represent the union at conventions and affiliated labour bodies, provided that not more than one (1) employee from the same Classification are selected or appointed. In special cases, the Corporation will consider requests for two (2) employees from the same Classification.**
- (b) Unpaid Leave for Union Business:**

An employee on unpaid approved leave of absence for Union business shall receive his regular pay and benefits covered by this collective agreement. The Union shall reimburse the Employer for all pay and benefits during the period of absence.

- 29.04 The Corporation will consider any other written request for leave of absence and may in appropriate cases, grant leave of absence with or without pay and without loss of seniority.
- 29.05 The Corporation shall pay any employee who is required to serve as juror, or attend court or an inquest in a matter arising out of the course of his employment, his full pay at his regular rate of pay for his lost earnings. Treasury Board's benefit applicable to the employee for his lost earnings, shall be so directed to and for the use of the Corporation.
- 29.06 (a) The Corporation recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Corporation will grant leave of absence without pay and without loss of seniority so that employees may be candidates in federal or provincial elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without pay and without loss of seniority during his term of office.
- (c) An employee who is elected to a full time position with the union or anybody with which the union is affiliated shall be granted leave of absence without loss of seniority and without pay for one term of office.

29.07 **Maternity Leave – Child Care Leave:**

- (a) **The parties agree that the conditions and benefits for Maternity Leave – Adoption – Child Care Leave will be subject to the provisions of the *New Brunswick Employment Standards Act* and the *Employment Insurance* maternity and parental benefits under the federal legislation.**

Not later than the twentieth week of her pregnancy, a permanent employee will inform the employer of the anticipated delivery date.

- (b) Under normal circumstances, maternity leave without pay may commence six (6) weeks before the anticipated delivery date.
- (c) Where an employee submits a medical certificate from a physician to the employer stating that her health so requires, maternity leave shall commence earlier than six (6) weeks before the anticipated delivery date.
- (d) The employer may direct an employee who is pregnant to proceed on maternity leave at any time, where, in the opinion of the physician, the interest of the employee so requires.
- (e) **Return to Work:** An employee returning from maternity leave shall give the employer written notice of the fact at least ten (10) working days prior to returning to work with a written approval of a qualified medical practitioner. Such employee shall be placed in her previously held classification at her work location.
- (f) Coverage under the fringe benefits is continued automatically while on maternity leave and child care leave.

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- (g) On return to work, the premium for fringe benefits may be recovered in one lump sum or double deductions for a period equal to the time on maternity leave **and child care leave.**
- (h) Annual vacation and sick leave credits are not earned while on maternity leave – **adoption – child care leave. However, employees continue to accumulate continuous services for the calculation of their vacation credits.**
- (i) **The employee continues to accumulate seniority during the maternity leave – child care leave.**

29.08 Time Off For Meeting

A maximum of three (3) representatives of the Union shall have the privilege of attending negotiation and conciliation meetings held within working hours without loss of remuneration.

Note: The Corporation will not oppose having up to five (5) representatives of the union attending negotiations and conciliation meetings, but will pay only three (3) for lost wages.

29.09 Union Meeting Night

The day in each month on which the regular monthly meeting of the Union is scheduled, work shall cease no later than 6:00 p.m. except in an emergency.

29.10 Domestic Violence Leave

- (a) **The Employer shall grant the employee a leave of absence for domestic violence, intimate partner violence leave or sexual violence leave under Section 44.027 of the *Employment Standards Act* if the employee has been in the employ of the Employer for more than 90 days.**

A total of the leave of absences referred to in the Act that an employee is entitled to take, in each calendar year, shall not exceed the following:

- (1) **Up to 10 days, which the employee may take intermittently or in one continuous period, and**
- (2) **Up to 16 weeks in one continuous period.**

The first five days of this leave are paid and the balance of leave is unpaid leave.

- (b) **The purpose for which the leave may be taken has to be consistent with the *Employment Standards Act*.**

ARTICLE 30 - ON-THE-JOB TRAINING

- 30.01 Employees shall be encouraged to learn the duties of other Classifications and an opportunity shall be afforded them, on the basis of seniority and ability, to learn the work of such other Classification during regular working hours. For the purpose of such "on-the-job" training, the Department Head and/or his delegate may arrange with the interested employees to exchange positions for a temporary period without affecting the rates of the employees concerned.

ARTICLE 31 - PAYROLL PERIOD AND WAGES

31.01 Wages

Wages for all employees covered in this Agreement shall be as per attached schedule to be known as Appendix "A" and shall form part of this Agreement.

- 31.02 The wages to be paid for any new Classification created within the bargaining unit during the life of this Agreement shall be negotiated by the parties hereto. Such negotiations to start within the thirty (30) calendar days of the creation of such Classification, if the parties cannot reach an agreement, the matter shall be referred to binding arbitration for settlement.

31.03 Payday

Employees shall be paid on Thursday for the hours worked during the previous calendar week of Sunday to Saturday.

Pending the outcome of the current bi-weekly pay period feasibility study, the parties agree to switch to the new pay schedule. The timing of such change shall be timed to minimize any impact to employees. The city will give a sixty (60) days' notice prior to implementation.

- 31.04 The Corporation shall pay tradesman license fee for an employee who, as a condition of employment, is required to be licensed.

31.05 Meal Reimbursement

The meal rate is \$12 (twelve) dollars.

- (a) An employee who has completed at least one (1) hour of on-going overtime work shall be provided with **the above** meal reimbursement by the Corporation and a paid meal period of twenty (20) minutes.
- (b) For every four (4) hours of continuous on-going overtime work completed by an employee, he shall be provided with **the above** meal reimbursement by the Corporation and a paid meal period of twenty (20) minutes.

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- (c) In the case of call-outs, after four (4) hours of continuous overtime work is completed, an employee shall be entitled to **the above** meal reimbursement and fifteen (15) minute meal break and for every four (4) hours thereafter, he shall be entitled to an additional meal reimbursement and a paid meal period of fifteen (15) minutes.
- (d) Meal reimbursement shall be reimbursed monthly (\$12.00 limit per meal). Employees will be required to complete appropriate forms outlining meal reimbursement claims.
- (e) In the case of the call-outs, if an employee is called to work between 4 a.m. and 8 a.m. and continues into his regular shift, he will be entitled to a meal reimbursement.

ARTICLE 32 - TRAINING COURSES

- 32.01 (a) When an employee is authorized and directed to attend an educational training course, such employee shall receive his regular pay for such period.
- (b) The Corporation shall also be responsible for the cost of accommodation, travelling expenses, tuition fees, if such expenses are not recoverable. The Corporation shall determine the courses and accommodations to be taken and used.
- 32.02 (a) The selection of candidates for the above shall be made according to the need of the Corporation and taking into consideration the need for improved efficiency and productivity, in accordance with Article 16 of the Collective Agreement.
- (b) Such course shall be determined by the Corporation and shall be bulletined.
- 32.03 (a) Occasionally, the Corporation may wish to offer courses or training in an open competition. Such courses or training will be bulletined.
- (b) The bulletin shall contain the following information:
 - (1) Type of course (subjects and materials to be covered);
 - (2) Time, duration and location of course;
 - (3) Basic minimum qualifications required from applicants.
- (c) This bulletin shall be posted for a period of two (2) weeks on bulletin boards in all Departments to afford all interested employees an opportunity to apply for such training.
- (d) No employee shall be re-admitted to the same course of equal content.
- (e) Selection of all candidates shall be made on the basis of Article 16 of the Collective Agreement.

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32.04 Apprenticeship programs are available through a combination of practical experience and schooling that lead to one obtaining a certificate of qualification issued by the Province of New Brunswick. This program is governed by the requirements specified by the Department of Post-Secondary Education, Training and Labour, Province of New Brunswick. *The Apprenticeship and Occupational Certification Act and Regulations* apply.

When an opening becomes available in one of the trades and when the City of Bathurst agrees to an apprentice as opposed to a fully qualified journeyman, the following shall apply:

- a) A joint apprenticeship training committee shall be created, sixty (60) days after the signing of this collective agreement, of two (2) representatives from the Employer and two (2) representatives from the Union.
- b) This Committee shall meet quarterly, or at the discretion of the Committee on mutual consent. The role of the Committee is to advise the parties on the development and operation of an apprenticeship program intended to provide the Employer with skilled tradespersons to meet the anticipated requirements. This includes development of selection criteria for each trade requiring apprentices and to monitor on-the-job training given to apprentices. It may also advise on a program intended to develop and upgrade journeypersons.
- c) Notice: A notice will be posted in accordance with the provisions of the Collective Agreement. Fulltime and **casual** employees are eligible to submit their application for consideration.
- d) To qualify for entrance into the Apprenticeship Program, all requirements of the Department of Post-Secondary Education, Training and Labour, Province of New Brunswick must be met.
- e) The Apprenticeship Program must be successfully completed within six (6) years of the date of commencement of the program.
- f) Once the employee successfully completes the Apprenticeship Program, he/she must remain in that Classification for a minimum of seven (7) years.
- g) While enrolled in the Apprenticeship Program, the employee is entitled to call-outs and overtime in his Classification only. He/she is not entitled to temporary assignments.
- h) Pay rate shall be as follows:
 - Initial rate – to be determined depending on the trade;
 - Successful completion of Block 1 – 85% of the journeyman rate;
 - Successful completion of Block 2 – 90% of the journeyman rate;
 - Successful completion of Block 3 – 95% of the journeyman rate;
 - Completion of program and receipt of Journeyman certification.

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- i) To obtain the rates specified above, the candidate must pass the block release. The rate will be adjusted immediately upon receipt of notification of successful completion.
- j) An employee availing themselves of the Apprenticeship Program is responsible for \$2,500 dollars of the total associated costs of training. This amount is to be paid to the City of Bathurst in three (3) yearly installments; year one: \$1,000 dollars (to be paid at the time of registration into the program), year two: \$1,000 dollars (to be paid within 30 days of being invoiced by the City of Bathurst), year three: \$500 dollars (to be paid within 30 days of being invoiced by the City of Bathurst). Should an employee leave the program for any reason prior to completion, they are still responsible for payment of the \$2,500 dollars. When the successful candidate receives his Journeyman certificate, the City of Bathurst will reimburse the \$2,500 dollars.

32.05 When an employee attends a training course outside the City Limits, he shall be remunerated as per City policy.

ARTICLE 33 - SERVICE PAY

33.01 In addition to the regular rate of pay, each employee shall be paid two hundred eighty dollars (\$280.00) for each ~~seven~~ (7) years of continuous service to be paid on the seniority date of employment every year. For the purposes of calculation of continuous years of service, the seniority date shall be used. The seniority list of January 18, 2000 will be used.

ARTICLE 34 - RETIREMENT PREMIUM

- 34.01 (a) Any employee who retires due to disability or age or is terminated by the employer other than for disciplinary just cause shall receive a watch and one (1) week's pay for each five (5) years of employment. Should an employee die prior to retirement, his/her beneficiary shall receive the watch and this pay.
- (b) Employees who attained the age of 55 shall be permitted, during the four (4) years prior to the anticipated retirement date, to attend an approved pre-retirement seminar without loss of pay. In addition, the employer will cover the cost of registration, transportation, etc. The rates shall be in accordance with Article 32.05 of this Agreement.
- 34.02 (a) An employee, upon reaching the age of fifty-five (55) and having accrued sick leave to his credit, shall receive an allowance in lieu, thereof, equal to such credit converted into a pre-retirement vacation equivalent up to a maximum of six (6) months. An employee eligible for the pre-retirement vacation may elect to have a lump sum payment equivalent to a maximum of six (6) month's salary.
- (b) If an employee taking early retirement wishes to continue Health Benefits and/or a flat rate life insurance of fifty-thousand (\$50,000) dollars, the employee will be responsible to pay one hundred percent (100%) of the costs.

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ARTICLE 35 - LIABILITY COVERAGE

35.01 The Corporation shall carry a liability insurance as per the insurance policy, covering the employees in the performance of their duties on behalf of the Corporation.

ARTICLE 36 - INJURED ON DUTY

36.01 All persons employed in classification in the bargaining unit shall be covered by the provisions of the *Worker's Compensation Act* of the Province of New Brunswick.

36.02 All employees injured on duty will be governed under the *Worker's Compensation Act & Regulations*.

36.03 Total temporary disability refers to the period of time during which an injured worker is unable to perform work of any kind and is actively receiving treatment for the injury suffered. It commences with the day the injury is suffered and terminates on the day on which he is certified as being capable of returning to work or on the day on which he is awarded a partial or total disability pension.

36.04 It shall be the duty and responsibility of the injured employee to report to the Corporation immediately upon termination of the period of total temporary disability or the awarding of a partial or total disability pension.

36.05 When an employee is off work because of an accident or occupational illness resulting from his/her employment and which is accepted as compensable by the Workplace Health and Safety Compensation Commission, the Employer will supplement the WHSCC benefit to the extent permitted by WHSCC without offsetting the benefit payable by WHSCC and subject to the provision that any such supplemental payment shall not increase the employee's net take home pay above his/her regular pre-disability amount, recognizing the non-taxable status of WHSCC benefits.

36.06 Pending settlement of the insurable claim, and subject to the conditions of 36.05, the employee shall receive an Employer cheque in the amount of 85% of regular net salary as determined by WHSCC. In order to receive the Employer cheque, the employee shall assign his compensation cheque, and if applicable, his Canada Pension Plan Disability cheque to the Employer.

36.07 The absence of an employee who is receiving compensation benefits under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credits or vacation credits.

36.08 The Employer shall indicate the amount received from the WHSCC on the employee's Income Tax (T-4) form.

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ARTICLE 37 - HEALTH AND SAFETY

- 37.01 The Corporation shall make reasonable provisions for the safety and health of its employees during their hours of employment.
- 37.02 Protective devices and other equipment deemed necessary to properly protect employees from injury shall be supplied by the Corporation. It will be mandatory for employees to use such protective devices or equipment at all proper times.
- 37.03 It is mutually agreed that both the Corporation and the Union shall cooperate to the fullest possible extent towards the prevention of accidents and in the reasonable promotion of safety and health.
- 37.04 Safety Committee
- (a) A Joint Health and Safety Committee shall be formed with equal representation from the Unions and the Corporation or as agreed. Each local shall have two (2) representatives on the Committee.
 - (b) The Committee shall maintain and keep minutes of its proceedings and shall send a copy of same to members of the Committee.
 - (c) The Committee shall meet at least once a month.
 - (d) Both parties agree that they will comply with the *Occupational Health and Safety Act* which governs matters related to such committee.

ARTICLE 38 - CLOTHING38.01 (a) Safety Footwear

- As a condition of employment, all employees are required to wear safety boots or safety shoes at all times. The Corporation shall, **on an annual basis, pay each regular employee one hundred and seventy-five dollars (\$175) to purchase one pair of C.S.A. approved safety footwear.** The Corporation shall issue **these monies** by the end of February of each year.
- (b) The employee(s) working on the asphalt as **tack coat** man shall receive an additional pair of safety boots.
 - (c) **Casual** employees who work 1040 hours in a calendar year (January 1 – December 31) will be entitled to **receive one hundred and seventy-five dollars (\$175) to purchase one pair of C.S.A. approved safety footwear in the following calendar year provided he/she is still employed with the City of Bathurst.**

TP

38.02 Safety and Protective Clothing

It shall be mandatory for all employees to wear safety and protective clothing at all proper times. The Corporation shall provide the following clothing as required:

Safety hats, safety glasses and goggles, hearing protection, rain suits, safety hip or knee-high rubber boots, water-proof gloves or mitts, work gloves, coveralls, smocks, insulated coveralls (one or two piece), high tension and linesmen gloves, **arc fault clothing**.

- 38.03 It shall be the responsibility of the employee to look after such safety and protective clothing and to keep the clothing as clean as his work conditions permit. A second issue will be given without charge when the worn-out first issue is returned. In cases of clothing being lost, the employee will be required to purchase replacement clothing at cost. Such cost shall be deducted from the employee's wages.

ARTICLE 39 - TOOLS AND EQUIPMENT**39.01 Tools and Equipment**

- (a) The Corporation shall supply all tools and equipment for all employees, required in the performance of their duties, with the exception of mechanics, electricians and maintenance technician.
- (b) Mechanics and electricians shall provide their own tools and the Corporation shall pay an allowance for replacement of broken or worn tools in accordance with the following:

(1) Mechanics:	\$400 per year
(2) Electricians:	\$300 per year
(3) Maintenance Technician	\$300 per year

Such allowance shall be paid in December of each year.

- (c) An apprentice employed in the mechanical, electrical and maintenance technician trade shall receive 75% of the above allowance and 75% of the allowance under 39.02.
- (d) In order to be eligible for the tool allowance, the employee must possess the tools required as per the list of tools specified for each trade and determined by the Corporation.

TP

39.02 Allowance for Insurance (Fire and Theft) - Tools

The Corporation shall provide an allowance for insurance to mechanics, electricians, maintenance technician and maintenance technician (Plant & Lift Stations) in accordance with the following:

(1) Mechanics:	\$80.00 per year
(2) Electricians:	\$50.00 per year
(3) Maintenance Technician	\$50.00 per year

Such allowance shall be paid in December of each year.

ARTICLE 40 - JOB SECURITY

40.01 For the duration of this Agreement, the workforce shall remain the same except as may be caused by a reduction in services or by natural attrition, and the Corporation shall not reduce its regular workforce as a result of contracting out its services.

ARTICLE 41 - NO STRIKE OR LOCKOUT

41.01 The Union agrees that there will be no strike, slowdown, or unreasonable absenteeism, and the Corporation agrees that there shall be no lockout of employees covered by this Agreement, in accordance with the *Industrial Relations Act* of the Province of New Brunswick.

ARTICLE 42 - COPIES OF AGREEMENT

42.01 It is the desire of the Corporation and the Union that each employee become familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Corporation shall provide one (1) copy of the Agreement in booklet form to each employee within thirty (30) days following the signing of the Collective Agreement. An additional twenty-four (24) copies of the Collective Agreement shall be provided to the Union.

Signed copies of the Collective Agreement will be available in the French language. For the purposes of interpretation, the English document shall be utilized.

Such copies of the Collective Agreement to the employees and union shall be provided at no cost.

ARTICLE 43 - FUTURE LEGISLATION**43.01 Leave Without Pay for Compliance with Union Legal Disclosure Requirements**

The Employer will grant leave without pay for a member designated by the Union to complete the reports needed to comply with any federal or provincial legislation that requires disclosure of union finances or other affairs.

ARTICLE 44 - COST OF LIVING ALLOWANCE

44.01 In order to protect the living standard of the members of the bargaining unit, the Corporation agrees to increase the wage schedule in the Agreement by one cent (1) per hour for each .3 full points increase in the all item consumer price index for Canada, all items 1971 = 100, triggered whenever the said index exceeds nine percent (9%) annually from December 31, 2017. The said cost of living to be adjusted on December 31st of each contract year.

The cost of living allowance (C.O.L.A.) will be paid weekly on regular hours of work only.

The C.O.L.A. shall not be incorporated in the basic hourly rate and shall not be used in the computation of welfare benefits.

Example of Calculation:**Consumer Price Index for Canada (1971 = 100)**

December 2017	_____	points
December 2018	_____	points
December 2019	_____	points
December 2020	_____	points
December 2021	_____	points %

In excess of nine percent (9%) from December 31, 2017, C.O.L.A. triggered on the basis of .01 cent per hour increase for each .3 full points in the C.P.I.

TP 12

ARTICLE 45 - JOB DESCRIPTION COMMITTEE

45.01 The Corporation and the union recognize the importance of having job descriptions that accurately describe the duties, responsibilities, skills, knowledge and abilities required for each classification covered by the Collective Agreement. Revision of these job descriptions is required from time to time to reflect changes in the aforementioned areas. The Corporation therefore agrees to establish an ongoing review of job descriptions with union representatives and to implement changes as required.

45.02 Where a new job is created or where there is significant change to the job content, skill, ability, competence and/or qualifications of an existing classification, the employer shall endeavour to set up a new or revised wage rate after consultation with the union. Failing any agreement with the union, the employer shall set up a new or revised wage rate covering the new or revised classification which shall be considered temporary. The new or revised wage rate or the negotiated wage rate or the rate set by the arbitrator, shall be retroactive to the date of the establishment of the new or revised classification.

If no agreement can be achieved between the parties on the new wage rate, either party may refer the matter to arbitration as provided for under Article 13 of this Agreement.

The arbitrator shall have the authority to set the wage rate and/or to decide if significant changes occurred.

ARTICLE 46 - TERM OF AGREEMENT

46.01 (a) This agreement shall be in effect for a term beginning on **January 1, 2018** and ending on **December 31, 2022**, with only wages and vacation entitlement to be retroactive, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by written notice to the other party, not less than sixty (60) calendar days and not more than one hundred and eighty (180) calendar days prior to the expiration date of this Agreement or any renewal thereof.

(b) Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the right to strike/lockout occurs, whichever occurs first.

(c) Upon receipt of such notice, negotiations to conclude an Agreement shall commence within thirty (30) days following such notice, unless mutually agreed by the parties.

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

TP/H

APPENDIX A - WAGES

		GEI	GEI	GEI	GEI	GEI
	31-déc-17	1-janv-18	1-janv-19	1-janv-20	1-janv-21	1-janv-22
CLASSIFICATION						
		1.60%	1.60%	1.60%	1.60%	1.60%
LABOURS & ATTENDANTS						
LABOUR	\$ 23.16	\$ 23.53	\$ 23.91	\$ 24.29	\$ 24.68	\$ 25.07
PARKS & RECREATION ATTENDANT	\$ 23.16	\$ 23.53	\$ 23.91	\$ 24.29	\$ 24.68	\$ 25.07
	\$ 23.16	\$ 23.53	\$ 23.91	\$ 24.29	\$ 24.68	\$ 25.07
OPERATORS, SERVICES & SUPERVISION						
ICEMAKER	\$ 23.99	\$ 24.37	\$ 24.76	\$ 25.16	\$ 25.56	\$ 25.97
EQUIPMENT OPERATOR B	\$ 24.39	\$ 24.78	\$ 25.18	\$ 25.58	\$ 25.99	\$ 26.40
EQUIPMENT OPERATOR A	\$ 25.37	\$ 25.78	\$ 26.19	\$ 26.61	\$ 27.03	\$ 27.47
ASPHALT RECYCLER OPERATOR	\$ 25.62	\$ 26.03	\$ 26.45	\$ 26.87	\$ 27.30	\$ 27.74
MAINTENANCE MAN	\$ 25.70	\$ 26.11	\$ 26.53	\$ 26.95	\$ 27.38	\$ 27.82
REFUSE TRUCK OPERATOR	\$ 25.99	\$ 26.41	\$ 26.83	\$ 27.26	\$ 27.69	\$ 28.14
STORES CLERK	\$ 26.53	\$ 26.95	\$ 27.39	\$ 27.82	\$ 28.27	\$ 28.72
SUB-FOREMAN	\$ 27.94	\$ 28.39	\$ 28.84	\$ 29.30	\$ 29.77	\$ 30.25
TRADES & TECHNICIANS						
TRAIL MAINTENANCE TECHNICIAN**	\$ 27.94	\$ 28.39	\$ 28.84	\$ 29.30	\$ 29.77	\$ 30.25
PAINTER* & CARPENTER*	\$ 25.07	\$ 25.47	\$ 25.88	\$ 26.29	\$ 26.71	\$ 27.14
PAINTER	\$ 27.94	\$ 28.39	\$ 28.84	\$ 29.30	\$ 29.77	\$ 30.25
CARPENTER	\$ 27.94	\$ 28.39	\$ 28.84	\$ 29.30	\$ 29.77	\$ 30.25
PLUMBER	\$ 27.94	\$ 28.39	\$ 28.84	\$ 29.30	\$ 29.77	\$ 30.25
INDUSTRIAL MECHANIC	\$ 27.94	\$ 28.39	\$ 28.84	\$ 29.30	\$ 29.77	\$ 30.25
HEAVY EQUIPMENT MECHANIC	\$ 27.94	\$ 28.39	\$ 28.84	\$ 29.30	\$ 29.77	\$ 30.25
FLEET REPAIR TECHNICIAN	\$ 29.56	\$ 30.03	\$ 30.51	\$ 31.00	\$ 31.50	\$ 32.00
ELECTRICIAN	\$ 31.88	\$ 32.39	\$ 32.91	\$ 33.43	\$ 33.97	\$ 34.51
MAINTENANCE TECHNICIAN	\$ 31.88	\$ 32.39	\$ 32.91	\$ 33.43	\$ 33.97	\$ 34.51
WASTE & WATER PLANT OPERATORS						
LABORATORY TECHNICIAN	\$ 28.28	\$ 28.73	\$ 29.19	\$ 29.66	\$ 30.13	\$ 30.62
PLANT OPERATORS TRAINED ONLINE	\$ 27.94	\$ 28.39	\$ 28.84	\$ 29.30	\$ 29.77	\$ 30.25
PLANT OPERATORS CLASS 1	\$ 27.94	\$ 28.39	\$ 28.84	\$ 29.30	\$ 29.77	\$ 30.25
PLANT OPERATORS CLASS 2	\$ 28.45	\$ 28.91	\$ 29.37	\$ 29.84	\$ 30.31	\$ 30.80
PLANT OPERATORS CLASS 3	\$ 29.56	\$ 30.03	\$ 30.51	\$ 31.00	\$ 31.50	\$ 32.00
SUMMER STUDENTS (MINIMUM)	\$ 12.56	\$ 12.76	\$ 12.97	\$ 13.17	\$ 13.38	\$ 13.60

Each employee will receive a signing bonus of \$500 upon ratification of the Collective Agreement.

**Add the Trail Maintenance Technician title under the Trades & Technicians classification at the hourly rate of \$27.94 as of December 31, 2019.

* Those 2 classifications will be grand-fathered and only GEI will apply unless filled by employees with the required Red Seal.

Plant Operators - Trial Period - Current Wage, Art.18.07 (C)

Plant Operators - Online Training, Mid Point with Current Wages

Notes: Existing Classifications shall not be eliminated without prior agreement in writing with the union.

Apprentices will be paid in accordance with rates established by the Department of Labour.

APPRENTICES	Initial rate	Current wage rate
Successful completion of Block 1	85%	of the journeyman rate
Successful completion of Block 2	90%	of the journeyman rate
Successful completion of Block 3	95%	of the journeyman rate
Completion of program and receipt of Journeyman certification	100%	of the journeyman rate

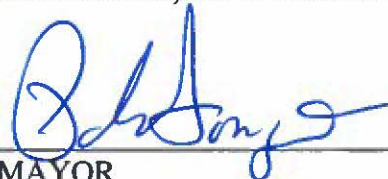
TP

SIGNED, SEALED AND DELIVERED

**CORPORATION OF THE CITY OF
BATHURST, NEW BRUNSWICK**



As to the signature of the Corporation
of the City of Bathurst, NB

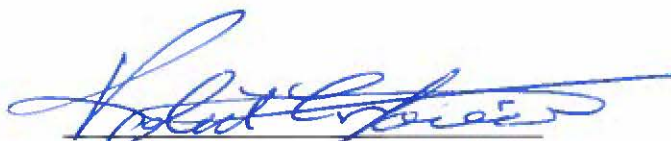


MAYOR

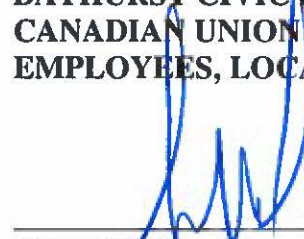


CITY CLERK

**BATHURST CIVIC EMPLOYEES AND
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL UNION NO. 550**



As to the signature of Bathurst Civic
Employees and Canadian Union of
Public Employees, Local Union No. 550



PRESIDENT



RECORDING SECRETARY

TP

LETTER OF INTENT**Job Creation Programs**

between the City of Bathurst and C.U.P.E. Local 550

It is recognized by the Union that any persons hired according to the laws to alleviate unemployment are not subject to the terms of the Collective Agreement and that these persons are not required to join the union during their employment under the program.

Persons hired under these programs shall only do work which is provided under the program. Such programs shall not cause a reduction of **casual and regular** employee's working hours nor cause the lay-off of a present employee.

The Corporation agrees to forward reports to the Union on **request**, which will include the following information:

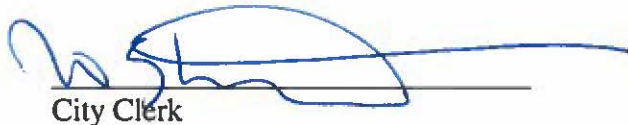
- (a) Names of programs;
- (b) Number of employees under each program;
- (c) Where work is taking place;
- (d) What work is taking place; **and**
- (e) Commencement and finishing dates of all employees.

Signed on behalf of the parties at Bathurst, New Brunswick, this 17th day of November, 2020.

The Corporation of the City of Bathurst

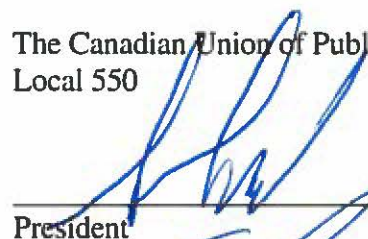


Mayor



City Clerk

The Canadian Union of Public Employees,
Local 550



President



Recording Secretary

LETTER OF INTENT


Job Security

The City agrees to guarantee job security for permanent employees presently employed for the term of this agreement, including the employees on long term disability.


The City agrees to maintain its employee compliment at forty-four (44) full-time positions in Operational Services and six (6) full-time positions in Parks and Recreation for the duration of the Collective Agreement.

Signed on behalf of the parties at Bathurst, New Brunswick, this 17th day of November, 2020.

The Corporation of the City of Bathurst

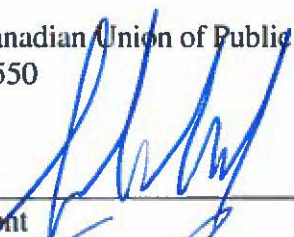


Mayor

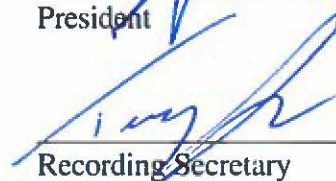


City Clerk

The Canadian Union of Public Employees,
Local 550



President



Recording Secretary

TPK

LETTER OF INTENT

Street Line Painter

between the City of Bathurst and C.U.P.E. Local 550.

The following shall apply:

1. Responsible to perform all work related to Street Line Painting
2. A shift rotation will be implemented including day, evening and night shifts, (weather and operational requirements permitting), excluding Friday night and Saturday night.
3. The rate of pay will be the same as the Painter Classification.

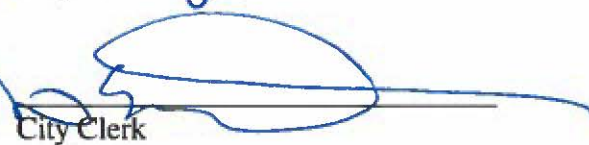
This Letter of Intent remains in effect for the life of the agreement.

Signed on behalf of the parties at Bathurst, New Brunswick, this 17th day of November, 2020.

The Corporation of the City of Bathurst

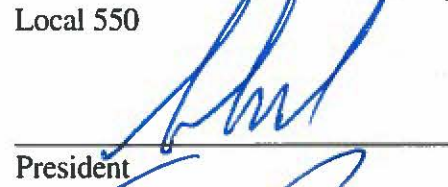


Mayor



City Clerk

The Canadian Union of Public Employees,
Local 550



President



Recording Secretary

TP 

LETTER OF AGREEMENT

DUTY TO ACCOMMODATE

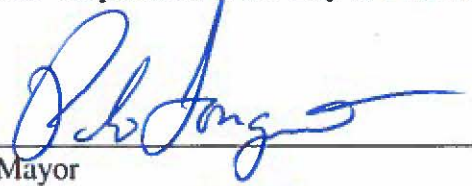
Between the City of Bathurst and C.U.P.E. Local 550.

The parties agree:

- 1. Upon completion of the draft Duty to Accommodate Policy, the Employer will consult with the Union to gather their recommendations. This policy would involve the Employee, the Union and the Employer when a request to accommodate is required following medical evidence.**

Signed on behalf of the parties at Bathurst, New Brunswick, this 17th day of November, 2020.

The Corporation of the City of Bathurst

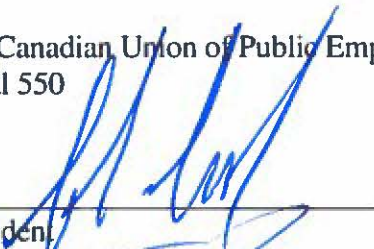


Mayor



City Clerk

The Canadian Union of Public Employees,
Local 550



President



Recording Secretary

TP

LETTER OF AGREEMENT

Equipment Operators A & B

Between the City of Bathurst and C.U.P.E. Local 550

It is agreed between the parties that the job descriptions for Operator A & B will be revised as per Article 45 of the Collective Agreement.

Employees hired or promoted to these two classifications will be provided the required training to operate the equipment.

The current Operator B will be reclassified as Operator A.

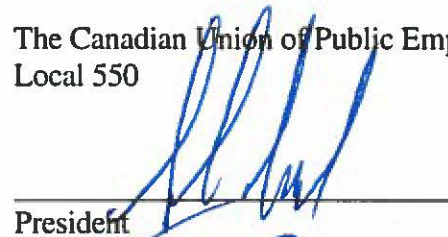
Signed on behalf of the parties at Bathurst, New Brunswick, this 17th day of November, 2020.

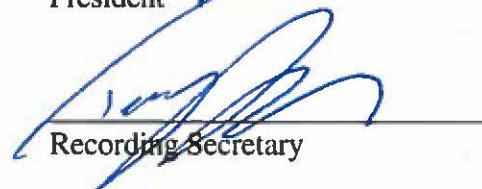
The Corporation of the City of Bathurst


Mayor


City Clerk

The Canadian Union of Public Employees,
Local 550


President


Recording Secretary

TP 

MEMORANDUM OF AGREEMENT

BETWEEN:

**THE CORPORATION OF THE CITY OF BATHURST
(the "Employer")**

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 550
(the "Union")**

WHEREAS:

- The Employer and the Union are parties to a Collective Agreement made as of January 1, 2012;
- The Employer wishes to add the job classification of "Asphalt Recycler Operator" to Appendix A of the Collective Agreement with an assigned rate of \$25.62 per hour.
- The Employer and the Union are presently in negotiations and they are on statutory freeze;

THEREFORE:

- The Employer and the Union, by its Memorandum of Agreement, hereby agree as follows:
 - (a) The parties agree to add "Asphalt Recycler Operator" to the list of classifications in Appendix A;
 - (b) The parties agree to immediately post an Expression of interest for four (4) Asphalt Recycler Operators positions. An Expression of Interest shall be posted on an annual basis for these positions;
 - (c) Seniority shall be the deciding factor for Asphalt Recycler Operator except in order to maintain minimum training and refreshers;
 - (d) The parties agree that the trial period will be as per Article 18.07 of the collective agreement;
 - (e) The parties agree that the normal hours of work from April 1st to October 31st assigned to work as Asphalt Recycler Operators will be 7:00 am – 3:00 pm.

Notifications shall be given prior to 4 pm the preceding day or 4 pm the preceding Friday in the case of a Monday shift and shall be mutually agreed by the supervisor and employees.

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Signed on behalf of the parties at Bathurst, New Brunswick, this 12th day of November, 2020.

The Corporation of the City of Bathurst

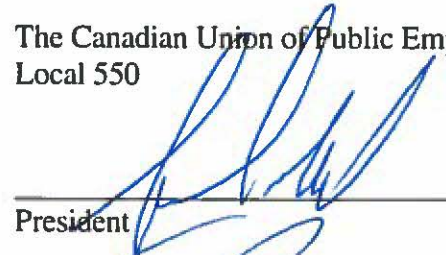


Mayor

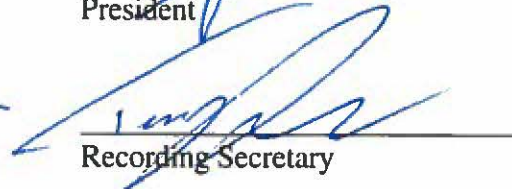


City Clerk

The Canadian Union of Public Employees,
Local 550



President



Recording Secretary

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