

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF FREDERICTON

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL UNION NO. 3864**

2019 JANUARY 01 TO 2021 DECEMBER 31

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THIS AGREEMENT made this 5th day of July, 2019.

BETWEEN: THE CITY OF FREDERICTON, hereinafter called "the Employer"

AND: CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3864, hereinafter called "the Union"

PREAMBLE

WHEREAS it is the intention and purpose of the parties of this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Employer, the employees, and the Union and to improve the quality of service to the public and to promote the well being and the increased productivity of its employees to the end that the parties hereto set forth certain terms and conditions of employment relating to pay, hours of work and other related terms and conditions of employment affecting employees covered by this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - APPLICATION AND RECOGNITION

- 1.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3864 as the sole and exclusive bargaining agent for its technical and professional employees in accordance with the Labour and Employment Board certification order IR-002-96.**
- 1.02 This Agreement applies to all employees as defined by this Agreement and where the creation of a new position comes within the scope of this Agreement, it shall be mutually determined by the Parties as to whether or not such position will be included in the bargaining unit. If agreement cannot be reached, the Employer will confirm such to the Union in writing and the Union will have ten (10) working days to refer the matter to the Labour and Employment Board.**
- 1.03 The Parties to this Agreement agree that terms and conditions of employment, for employees of this bargaining unit, which are not specifically laid out in this agreement shall be in accordance with the provisions of the City of Fredericton – Human Resources Policies, Procedures, Work Instructions and The Province of New Brunswick - Industrial Relations Act. The Secretary of the Union shall be provided with a copy of the Human Resources Policies, Procedures, Work Instructions and will be provided with any and all amendments to such documentation.**

ARTICLE 2 - UNION SECURITY

- 2.01** The Employer agrees to deduct regular monthly dues from the wages due every employee in the bargaining unit and include the amount on the annual T4 slip for income tax purposes.
- 2.02** The sums deducted pursuant to 2.01 shall be remitted to the designated official of the Union prior to the 15th day of the month following the month in which the deductions were made. The Union will keep the Employer notified of the names of its designated officials.
- 2.03** The Employer and the Union shall acquaint new employees with the fact that a collective agreement is in effect.
- 2.04** An employee subject to a layoff in any classification may bump an employee in a lateral or lower position with less general seniority within the bargaining unit, provided the employee is qualified to do the work of the new position and accepts the pay rate of the new position. The employee's qualification for the position shall be determined by the employer but shall not be unreasonably withheld.
- 2.05** Employees shall be recalled in order of general seniority provided they have the required qualifications to perform the work available.
- 2.06** No new employees shall be hired until those laid off have been given an opportunity of recall. Recall privileges do not apply if an employee has been laid off for a period in excess of two (2) years, or if an employee terminates their employment.
- 2.07** The Employer shall notify employees who are laid off ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the ten (10) working days then he/she shall receive payment for any such days not worked.
- 2.08** Grievances concerning layoffs and recalls shall be initiated at Step Two of the Grievance Procedure
- 2.09** A permanent employee shall not be laid off or have a reduction in working hours as a result of the Employer contracting out the employee's work.
- 2.10** In the event that the Employer should introduce methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall be given sufficient training and a reasonable opportunity to acquire the skills necessitated by the new methods of operation.

- 2.11 In the event that substantive changes to working hours are required, schedule changes will be made by mutual consent.

ARTICLE 3 - SENIORITY

- 3.01 General Seniority- shall be the length of continuous service in this bargaining unit, except those employees on strength on 1996 February 29 shall retain the seniority accrued in their previous bargaining unit.
- 3.02 General Seniority for part-time and temporary employees shall be pro-rated against their working hours from the last date of entry into the bargaining unit.
- 3.03 Notwithstanding 3.01 a part-time or temporary employee who becomes a full-time employee shall, at the time of full-time hiring, be credited only with the pro-rated seniority accumulated under Article 3.02.
- 3.04 Seniority Lists: Seniority lists will be forwarded to the Union annually. The information on this list will be employee name, date of hire, and seniority date.
- 3.05 Job vacancies within Local 3864 will be communicated to the union executive prior to a vacancy being posted. Job postings will be for a period of ten (10) working days.
- 3.06 **The Employer shall provide on an annual basis, an updated list of all bargaining unit employees which will include the following: current mailing address, personal phone number and an email address as provided to the Employer.**

ARTICLE 4 - PROFESSIONAL FEES

- 4.01 Where an employee is required to maintain a certification that pertains to their position, the employer shall pay for the fees associated with that certification. This shall not be interrupted by a temporary reassignment or secondment.

ARTICLE 5 – WAGES

5.01 Employees will be paid salaries in accordance with the Managerial Salary Scale (AON). Annual increases will be based on the New Brunswick Consumer Price Index - All Items Scale and calculated by averaging the annual changes by month to CPI over a twelve month period ending in April the previous year. Increases for the following years are as follows:

2019 – 2.13 percent

2020 – 1.83 percent

2021 – Based on NB CPI formula as stated above

ARTICLE 6 - VACATION

6.01 An employee shall be entitled to vacation leave as per COR-OP-135 with the exception that the annual vacation allotment will be determined using the employee's anniversary date and the following table:

First year – per policy

For the calendar year in which the employee will complete their 1st year of service, the vacation entitlement will be:

10 days, available on January 1st of that calendar year

For the calendar year in which the employee will complete their 2nd year of service, the vacation entitlement will be:

15 days, available on January 1st of that calendar year

For the calendar year in which the employee will complete their 9th year of service, their vacation entitlement will be:

20 days, available on January 1st of that calendar year

For the calendar year in which the employee will complete their 17th year of service, their vacation entitlement will be:

25 days, available on January 1st of that calendar year

For the calendar year in which the employee will complete their 25th year of service, their vacation entitlement will be:

30 days, available on January 1st of that calendar year.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Definition of a Grievance - A grievance means a dispute arising between the parties concerning the interpretation, application, administration or an alleged violation of this Agreement.

7.02 Where a grievance is alleged, the following procedure shall apply:

Step One: Within ten (10) working days after the alleged grievance has arisen, the grievance shall be presented in writing to the employee's Department Head. If a reply or a satisfactory settlement is not received within ten (10) working days from the date upon which the grievance was presented to the employee's Department Head, the grievance may proceed to Step Two.

Step Two: Within ten (10) working days from the expiration date referred to in Step One, the grievance may be presented in writing to the City Administrator. Within ten (10) working days of receipt of the grievance, the City Administrator shall convene a meeting of the persons having knowledge of the matter that is the subject of the grievance. If a reply or satisfactory settlement of the grievance is not received within ten (10) working days of the date of the meeting, the grievance may be referred to arbitration as provided for in Article 8.

The Parties acknowledge the benefit of prompt and effective resolution of grievances and agree that grievance mediation is one method to accomplish this. It is therefore agreed that the Grievance Mediation Process may be used at any step of the Grievance Procedure after Step One.

7.03 If advantage of the provisions of this section is not taken within the time limit specified herein, a grievance in dispute shall be deemed to have been abandoned and shall not be reopened except by mutual consent of the parties.

7.04 The Employer or the Union shall have the right to file a general policy grievance which shall be filed with the President of the Union or at Step Two of the grievance procedure, as the case may be, and thereafter the aggrieved party may proceed directly to arbitration within twenty (20) working days.

7.05 The party filing a grievance shall state the act or omission complained of, indicate why the act or omission is viewed as being improper and state the redress or remedy requested.

7.06 At any hearing an employee affected may act with a representative of the Canadian Union of Public Employees, a Solicitor, or a Grievance Committee of the Union.

7.07 The parties may mutually agree to extend the time limits specified herein.

ARTICLE 8 - ARBITRATION

8.01 Whenever a dispute arises between the parties as to the interpretation, application, administration or with respect to an alleged violation of this Agreement, and the same cannot be settled by the grievance, the dispute shall be referred to a Board of Arbitration. The procedure to be followed in establishing the Board of Arbitration shall be that set forth in Section 55 of the Industrial Relations Act.

8.02 Each party shall pay the fees and expenses of their respective nominees to the Arbitration Board and shall share equally in the fees and expenses of the Chairman.

8.03 Nothing in this Article shall prevent the reference of a grievance to a single arbitrator agreed upon by the parties.

8.04 Where a single arbitrator is agreed upon by the parties, their fees and expenses shall be shared equally by the parties.

8.05 Cases arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the Board of Arbitration shall have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege, as the Board may determine appropriate to finally settle the issues between the parties, and may give retroactive effect to its decision.

ARTICLE 9 - DISCIPLINE

9.01 Disciplinary Action - Disciplinary Action shall mean:

- written reprimand or warning
- suspension with or without pay
- demotion and/or financial penalty
- discharge or dismissal

9.02 Employees shall only be disciplined for just cause. It shall be the exclusive right of the Employer to terminate probationary employees.

9.03 Where the supervisor intends to discipline an employee, such disciplinary action shall be administered within twenty (20) working days from when the supervisor became aware of the incident. When an employee is

disciplined, the Employer shall, within three (3) working days of the disciplinary action, notify the employee in writing by registered mail or personal service, stating the reasons for the disciplinary action. The Employer shall also forward a copy of the letter to the Secretary of the Union within three (3) working days.

- 9.04 Where an employee alleges that he has been disciplined in violation of this Article, he may, within ten (10) working days of the date that he was notified in writing, invoke the grievance procedure, including arbitration, as set forth in this Agreement.
- 9.05 A grievance alleging violation of this Article shall be filed at Step Two of the grievance procedure, except in the case of a written reprimand or warning, which shall be filed at Step One.
- 9.06 An employee may review his record upon reasonable notice to the Employer.
- 9.07 A suspension without pay shall be for a specified time, not exceeding fifteen (15) working days.
- 9.08 The record of an employee shall not be used against him at any time after eighteen (18) months following a suspension or any other disciplinary action, including written reprimand or warnings.
- 9.09 Where the supervisor intends to meet with an employee for the purpose of discussing pending disciplinary action as per Article 7.01, the employee shall be advised in advance of such meeting in order that he or she may have the opportunity to invite a Union representative to attend such meeting.

ARTICLE 10 - MUTUAL INTEREST COMMITTEE

- 10.01 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and hereby approve the establishment of a Mutual Interest Committee consisting of a **Director or Assistant Director**, and the Union President as the Co-Chairpersons, two representatives of the Union, and two representatives of the Employer. The Human Resources Manager or designate shall be an ex-officio member of the mutual interest committee.
- 10.02 The Mutual Interest Committee shall meet at the discretion of the Co Chairpersons, **but no less than once every three months.**
- 10.03 Job position creations and transfers shall be a standing item on the agenda for discussion.

ARTICLE 11 - BENEFITS

- 11.01 The formula used to calculate Benefit Spending Account (BSA) for permanent full time employees will be the same as that utilized to calculate the non-bargaining group BSA. No employee's BSA may be decreased as a result of moving to a new formula for calculating BSA, during the term of this agreement.

ARTICLE 12 - PENSION

- 12.01 **Employees are subject to the provisions of, and are entitled to the benefits under the City of Fredericton Shared Risk Plan, the provisions of which shall prevail over any provisions in the Agreement in conflict therewith.**

ARTICLE 13 - GENERAL**PARKING**

- 13.01 The City will provide reasonable parking, at no cost, to the employee while at work.

ON CALL

- 13.02 On call will be hours during which an employee is to be available to respond to operational or emergency needs in an expeditious and timely fashion. Such hours will be outside of an employees' normal workday.
- (a) Employees may be assigned by their director or designate to be on call. Normally, **on-call duty will be scheduled and assigned equitably if possible.** Employees may not be restricted in their ability, and must be fit to immediately respond to any calls. The on-call work period will be in excess of an employee's normal work as set under COR-OP-101 Section 4.2 of the hours of work procedure.
 - (b) An employee required to be on call will normally be assigned on-call duties on a weekly basis. Employees assigned to on-call will receive **pay or straight-time in lieu for 2 hour/weekday and 8 hour/weekend day or statutory holiday for on-call responsibilities.**
 - (c) Present provision for hours worked during on-call periods apply for taking time off to compensate for these hours worked.
 - (d) **Time off in lieu may only be taken with mutual agreement of the parties. Any unused banked time will be paid out at year end at the employee's straight time rate.**

13.03 FAMILY LEAVE

An annual leave of up to (3) days, with pay, for the immediate and temporary care of a member of the employee's immediate family may be approved by the employee's Manager. For clarity, the following examples are provided:

- Emergency medical appointments**
- Trips to hospital emergency rooms**
- Sudden illness of a family member requiring the employee's care**
- Last minute cancellation of childcare arrangements**

13.04 Subject to the approval of the Manager, employees may be granted leave of up to (3) days with pay in the event of being left homeless through fire, flood, or act of God.

13.05 DOMESTIC VIOLENCE, INTIMATE PARTNER VIOLENCE OR SEXUAL VIOLENCE LEAVE

The Employer shall grant an employee, Domestic Violence, Intimate Violence or Sexual Violence Leave in accordance with the provisions and requirements as provided for under the New Brunswick Employment Standards Act.

In addition to the benefits provided in the Act, employees experiencing any of these situations will be able to apply for additional days of paid leave, as per City Policy COR-OP-105. Such leave will be at the discretion of the Employer.

ARTICLE 14 – TEMPORARY ASSIGNMENT

14.01 Where a temporary vacancy occurs within the bargaining unit and it is known in advance to be for a period in excess of three (3) months, the bargaining unit will be notified. The Employer's permission shall be obtained in order for a member to be placed in a temporary position for which they are qualified. Such permission will not be unreasonably withheld. The vacancy shall be filled as per City Policy COR-OP -119.

14.02 Upon completion of any temporary assignment, the employee shall be permitted to return to the employee's former position, prior to the temporary assignment.

ARTICLE 15 - DURATION OF AGREEMENT

15.01 This Agreement shall come into force as of 2019 January 01 and shall expire on 2021 December 31, provided however, that where notice to bargain has been given by either party in accordance with Section 33 of the Industrial Relations Act with a view to the renewal or revisions of this Agreement or the making of a new Agreement, this Agreement shall continue in full force and effect until,

(a) a renewal or revision of this Agreement or a new Agreement signed; or

(b) a lawful strike or lockout occurs in accordance with the provisions of the Industrial Relations Act.

Letter of Agreement

City of Fredericton


&

CUPE Local 3864


Supplemental Unemployment Benefits will be available to each employee for a maximum of seventeen (17) weeks per child event during Maternity Leave or Child Care Leave (parental/adoption) at the **top up** rate of **twenty percent (20%)** of their gross weekly earnings for the period of such leave as governed by the Federal and Provincial Legislation. The employee must provide the employer with proof of receipt of Employment Insurance Benefits. This will be subject to the provision this supplemental payment shall not increase the employee's net take home pay (inclusive of the EI benefits) above 75% of his/her gross weekly earnings.

At the expiration of this letter of agreement, any employees receiving the benefit shall continue to receive their entitlement per its conditions.

This letter of agreement shall expire **December 31, 2021**.



Kathy Edwards, President
CUPE Local 3864

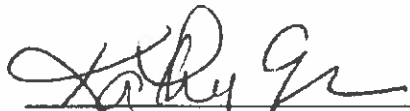


for Chris MacPherson
Chief Administrative Officer


Letter of Intent
City of Fredericton
&
CUPE Local 3864

The parties agree to move forward with the discussion, regarding the option to choose between either a Transit Pass or a Parking Pass, within 90 days of signing of the C/A.

This letter of agreement shall expire December 31, 2021.



Kathy Edwards, President
CUPE Local 3864




Chris MacPherson
Chief Administrative Officer

Letter of Intent
City of Fredericton
&
CUPE Local 3864

The parties agree to move forward to implement Article 13.02 (d) on July 28, 2019 unless mutually agreed to extend with respect to Oracle upgrade.

This letter of agreement shall expire **December 31, 2021**.



Kathy Edwards, President
CUPE Local 3864

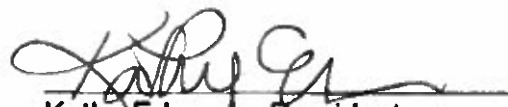


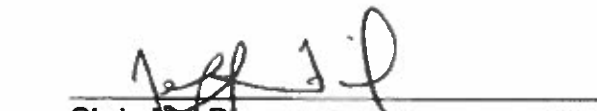
for Chris MacPherson
Chief Administrative Officer

Letter of Intent
City of Fredericton
&
CUPE Local 3864

The parties agree to move forward with the discussion, regarding On-Call provisions with respect to the Recreation Division, within 30 days of signing of the C/A.


This letter of agreement shall expire December 31, 2021.



Kathy Edwards, President
CUPE Local 3864



Chris MacPherson
Chief Administrative Officer

IN WITNESS WHEREOF the City of Fredericton has hereunto affixed its corporate seal and caused these presents to be executed by its duly authorized officers and The Canadian Union of Public Employees, Local 3864, caused these presents to be executed by its duly authorized officers.


SIGNED, SEALED AND DELIVERED: THE CITY OF FREDERICTON
in the presence of:

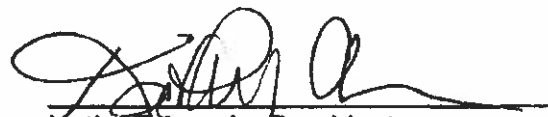

 Michael G. O'Brien, Mayor

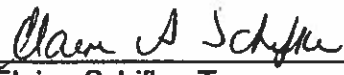

 Jennifer Lawson Murray, City Clerk
 Assistant City Clerk



THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3864


 Witness


 Kathy Edwards, President


 Elaine Schifke, Treasurer

**PROVINCE OF NEW BRUNSWICK
COUNTY OF YORK**

AFFIDAVIT OF CORPORATE EXECUTION

I, **Amy Cronkite**, of the City of Fredericton, in the County of York and Province of New Brunswick, Assistant City Clerk, MAKE OATH AND SAY:

- 1. I am the Assistant City Clerk of the City of Fredericton, one of the parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed.
- 2. The seal affixed to the foregoing instrument purporting to be the seal of the City of Fredericton is the Corporate Seal of the City of Fredericton and was so affixed by order of the City Council.
- 3. The signature "Mike O'Brien" subscribed to the foregoing instrument is the signature of Mike O'Brien, the Mayor of the City of Fredericton and the signature "Jennifer Lawson Murray" subscribed thereto is my signature.
- 4. The Mayor and City Clerk are the officers of the City of Fredericton duly authorized to execute the foregoing instrument.

SWORN TO BEFORE ME at the)
 City of Fredericton, in the County)
 Of York and Province of New)
 Brunswick, this 5th)
 Day of ~~April~~ July)
 A.D. 2018)
)
)
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 A Commissioner of Oaths
 Being A Solicitor



 Amy Cronkite

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