

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF MIRAMICHI

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3863

January 1, 2021 – December 31, 2024

THIS AGREEMENT MADE THIS 9th DAY OF NOVEMBER 2021.

Between:

THE CITY OF MIRAMICHI, a body corporate

Hereinafter called the “Employer”

Of the First Part

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 3863**

Hereinafter called the “Union”

Of the Second Part

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ARTICLE 1 - PURPOSE AND SCOPE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the union and the employees and to set forth herein certain terms and conditions of employment for all employees described in this agreement.
- 1.02 The parties to this Agreement share a desire to improve the quality of service and to promote the well being and increased efficiency of its employees to the end that the people of city of Miramichi will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the City of Miramichi in which members of the bargaining units are employed.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 It is recognized that the City of Miramichi retains the right to manage its operations in all respects except as this right may be expressly restricted by the terms of this Agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

- 3.01 Bargaining Unit - The Employer recognizes the Canadian Union of Public Employees and its Local 3863 as the sole and exclusive collective bargaining agency for all its (member) employees covered by the applicable certification order and excluding management employees; those covered by other certification orders, and those otherwise excluded under the *Industrial Relations Act*.
- 3.02 Work of the Bargaining Unit – Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any regular employee.
- 3.03 No Other Agreements – No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representative which may conflict with the terms of this Collective Agreement.
- 3.04 A) Students – Students employed between May 1st and Labour Day weekend are excluded from this Collective Agreement. Students shall perform all work assigned, notwithstanding Article 3.02 herein, between May 1st and Labour Day weekend.

Beyond the summer months, the Employer may also have by mutual agreement students enrolled in a collegiate or post secondary education system in order for them to receive practical experience required for their diploma/degree. These students are also excluded from the collective agreement. The use of these students shall not displace, reduce the hours of work or result in the layoff of bargaining unit employees. The Employer shall also provide to the Local 14 days prior to the commencement of the placement a detailed description of the work to be done by the student.

B) Government Grant – The Union recognizes the right of the Employer to take advantage of Government grants. For this reason, the Employer agrees to notify the Union 14 days prior to the commencement of the grant programs with the type of work to be performed, names and duration of the project. However, the Employer agrees:

- a) That these grant employees shall not do the work of the bargaining unit which would reduce the hours of work of the bargaining unit people
- b) That this does not result or cause layoffs of bargaining unit people
- c) That grant employees, only, do work which is covered under the Grant Program and terminated once grant is complete.

3.05 TEMPORARIES

When an employee(s) is (are) absent for any reason, the Employer may hire a temporary employee(s) to fill in for the absent employee(s). The temporary employee(s) will be **terminated and is no longer considered an employee** when the regular employee(s) returns to work or terminates his service. No temporary employee(s) shall be hired without the opportunity of recall to qualified regular employees who are on layoff first. All agreement provisions shall apply to temporaries with the exception of those that provide rights under sick bank, floaters, seniority, layoff, recall, job security, health insurance, life insurance and pension plans.

A temporary employee may bank overtime hours to a maximum of 16 hours per calendar year to be taken at a later time as mutually agreed to between the employee and the employer based on operational needs and on the condition, there is no additional cost to the City.

Any balance remaining will be paid out at lay off or at the end of year which ever occurs first.

A temporary will only receive sick leave credits as per Article 21.03 after each continuous month of work. Once the temporary employee has been laid off, all sick leave credits shall be lost unless the temporary employee obtains a fulltime status directly from a temporary assignment.

Vacation pay will be as per the Employment Standards Act of New Brunswick.

It is agreed that the temporary employee will be paid 80% of the classified rate of pay **when training in a position. Temporary employees who have completed their training and are filling a vacancy will be paid 100% of the classified rate.**

When a temporary vacancy is known to be thirty (30) working days or more the vacancy will be posted internally for a period of one (1) week. The successful applicant must have the required qualifications and experience.

When a temporary vacancy is known to be one hundred and twenty (120) working days or more the position will be posted internally for a period of one (1) week. The position will be awarded as per Article 13.01.

The Employer is not obligated to post any vacancies less than thirty (30) working days. For clarification purposes the obligation to post shall be based on the absent employee's expected period of future absence and not the total time the employee may have been absent.

If there are no successful applicants identified through an internal temporary posting the Employer has the option to post externally based on operational needs.

The Union supports the use of temporary employees for cross training of full time employees.

ARTICLE 4 - DISCRIMINATION

- 4.01 No Discrimination – There shall be no discrimination, interference, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to an employee based on the enumerated grounds under the *Human Rights Act*.
- 4.02 Workplace Harassment - The Union and the Employer recognizes the right of all persons to work in an environment free from harassment and agree that such issues will not be tolerated in the work place. The City shall have a harassment policy that may be revised upon notification to the Union. **The Employer and the Union will follow the City of Miramichi Respectful Workplace Policy.**

ARTICLE 5 – UNION SECURITY

- 5.01 All Employees to be members – All employees of the Employer, as a condition of continuing employment, shall become and remain union members in good standing of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing of the Union within thirty (30) days of employment with the Employer.

ARTICLE 6 – MEMBERSHIP DUES

- 6.01 The Employer shall deduct an amount equal to the regular monthly membership dues of the Local Union.

ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 7.01 New Employees - The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Membership Dues.
- 7.02 Copies of Agreement - On commencing employment, the employee's immediate supervisor shall introduce the new employee to his Union Steward or representative, who will provide him with a copy of the Collective Agreement.
- 7.03 Interviewing Opportunity - A representative of the Union shall be given an opportunity to interview each new employee within regular working hours and without loss of pay for a maximum of thirty (30) minutes at a time and place convenient to the Employer during the first month of employment. The purpose of the meeting shall be to discuss with the new employee the benefits and duties of Union membership and the new employee's responsibilities and obligations to both the Employer and the Union.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the Parties, arising out of this agreement or incidental thereto, shall pass between the Director of Human Resources and the Secretary of the Union.

ARTICLE 9 – LABOUR MANAGEMENT CO-OPERATION COMMITTEE

- 9.01 A Labour-Management Cooperation Committee shall consist of four representatives of the Union and four (4) representatives of the Employer, in addition to a member of Council as an observer. The employer's representatives may consist of two management plus the applicable Director(s). The Committee shall enjoy the full support of both Parties to this Agreement in the interest of maximum service of the Public.
- 9.02 Function of Committee - The Committee shall concern itself with matters of the following general nature:
- 1) Considering constructive criticism of all activities so that better relations shall exist between the Employer and employees.
 - 2) Increasing operating efficiency by promoting economical work practices.
 - 3) Improving service to the public.
 - 4) Promoting of safety and sanitary practices and the observance of safety rules.
 - 5) Reviewing suggestions from employees, questions of working conditions and service.
 - 6) Correcting of conditions likely to result in grievances and misunderstandings.
 - 7) Promoting education and training of staff.
- 9.03 Meeting of Committee - The Committee shall meet at least once a month at a mutually agreeable time and place. No employee shall lose any wages or benefits while attending these meeting.
- 9.04 Chairperson of Meetings - An Employer and a Union representative shall be designated as joint Chairperson and shall alternate in presiding over meetings.
- 9.05 Minutes of Meeting - Minutes of each meeting shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Collective Agreement.
- 9.06 Jurisdiction of the Committee - The activities of the Labour Management Co-operation Committee shall not supersede the activities of any other committee of the Union or the Employer, and the Labour Management Co-operation Committee shall not have the power to bind either the Union or its members or the Employer to any decision or conclusion reached in their discussion. The Labour Management Co-operation Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 9.07 Bargaining Committee - Bargaining Committees shall be appointed and consist of not more than four (4) representatives of the Employer and not more than four (4) members of the Union, as appointees of the Union. The union will advise the Employer of the names of the Union members and the Employer will advise the Union of the names of its representatives.
- 9.08 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 when dealing with or

negotiating with the Employer. Such representative shall have access to accommodation of the Employer's premises in order to investigate and assist in the settlement of a grievance.

- 9.09 Time Off for Meetings - Any representative of the Union of the Bargaining Committee or the Labour Management Co-Operation Committee who is in the employ of the Employer, shall have the privilege of attending committee meetings held within working hours without loss of remuneration, but not more than four (4) employees may be absent from work at any one time.
- 9.10 Technical Information - The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classification, wage rates, a breakdown of point ratings in job evaluation, pension and welfare and all surveys, manuals, directives, or documents required for collective bargaining purposes. Under no circumstances shall the Employer be obligated to provide the Union with confidential management documents relevant to collective bargaining.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.01 Election of Stewards - In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect stewards, whose duties shall be to assist employees which the Steward represents, in preparing and presenting grievances made in accordance with the grievance procedure established in this Collective Agreement.
- 10.02 Chief Steward - The Departments covered by each Steward shall be Administration, Recreation, Engineering/Public Works, Fire/Police, of this Agreement. One Steward will be appointed by the Union as Chief Steward.
- 10.03 Names of Stewards - The Union shall notify the Employer in writing of the name of each Steward and the department(s) he/she represents. The Union shall also notify the Employer of the name of the Chief Steward. The Employer shall not be required to recognize any Steward or Chief Steward before he is so named by the Union.
- 10.04 Grievance Committee - The Stewards so selected shall constitute the Grievance Committee of the Union as long as they remain employees or until their successors are chosen.
- 10.05 Permission to Leave Work - The Employer agrees that Stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes, or while presenting adjustments as provided in this Article. The Union understands and agrees that each Steward is employed to perform full time work for the Employer, and that the Steward will not leave his work during working hours except to perform his duties under this Agreement. Therefore, no Steward shall leave his work without obtaining the permission of his Supervisor, which permission shall be given within an hour.
- 10.06 Definition of Grievance - A grievance under this Agreement shall be defined as a dispute regarding the application or interpretation of the Collective Agreement.
- 10.07 Grievance Procedure

If a complaint arises which an employee wishes to take up with the Employer, the employee involved will first discuss his difference with his/her immediate supervisor. Such matter must be brought to the attention of his/her immediate Supervisor within twenty (20) working days of occurrence. Both parties

will ensure the personnel best able to resolve the dispute are present. While the employee has the right to be accompanied by his Union Steward, the employee himself must be present at this initial stage of the grievance procedures. Working days shall mean Monday to Friday, excluding statutory holidays.

Step 1 - If the employee is not satisfied after the discussion with the Supervisor within five (5) working days of the date of the discussion, the matter may, within a further five (5) working days, be presented in writing, to the **Director** by the Union Steward and the employee.

Step 2 - If within five (5) working days of the date the grievance was presented to the **Director** the matter is not satisfactorily resolved by the **Director**, then within five (5) working days the Union Grievance Committee shall present the grievance in writing to the Director of Human Resources.

Within five (5) working days after receipt of same, the Director of Human Resources shall make a reply in writing stating the adjustment, if any, he/she has made.

Step 3 - If the Director of Human Resources reply fails to resolve the grievance, it may then, within twenty (20) working days of the date of receipt of the reply of the Director of Human Resources or his representative, be referred to the City Manager.

Within five (5) working days after receipt of same, the City Manager shall make a reply in writing stating the adjustment, if any, he/she has made.

Step 4 - Failing satisfactory settlement within **fifteen (15) working** days following the City Manager's decision, the Union may give written notice to the Director of Human Resources, referring the grievance to arbitration.

- 10.08 Policy Grievance - Where a dispute involving a question of general application or interpretation occurs, or where the Employer has a grievance, Steps 1 of this Article may be by-passed provided that such grievance is filed within ten (10) working days of the occurrence of the event giving rise to the grievance.
- 10.09 Union May Initiate Grievance - The Union shall have the right to originate a grievance for an employee or group of employees other than through an employee(s) or Steward and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 1.
- 10.10 Grievance on Safety - An employee or group of employees who believe they are being required to work under conditions which are unsafe and unhealthy shall have the right to file a grievance in the second step of the grievance procedure for preferred handling in such procedure and arbitration.
- 10.11 Replies in Writing - Replies to grievance shall be in writing at all stages.
- 10.12 Facilities for Grievances - The Employer shall supply the necessary facilities for the grievance meetings.
- 10.13 Supplementary Agreements - Supplementary agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure, provided herein, unless the Parties to the Collective Agreement agree to the contrary.
- 10.14 Failure to Act Within Time Limits - On the failure of the grievor or the Union to process a grievance to the next step in the grievance procedure within the time limit specified, the grievance shall be deemed to be abandoned and cannot be reopened.

The parties may agree to extend the time limits on processing a grievance to the next step in the grievance procedure in accordance with Article 11.07.

- 10.15 Technical Objections to Grievance - No grievance shall be defeated by any formal or technical objection and the Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.
- 10.16 Employer May Initiate Grievance - The Employer shall have the right to originate a grievance with the Union. Such grievances shall be filed with the Union within ten (10) working days of the occurrence of the event giving rise to grievance. The reply of the Union shall be made within five (5) working of the date of receipt. Should that reply not resolve the grievance, the Employer may proceed to arbitration within thirty (30) working days of receipt of the Union reply.

ARTICLE 11 - ARBITRATION

- 11.01 Composition of Board of Arbitration - When either Party requests that a grievance be submitted to arbitration, the request shall be made by Registered Mail addressed to the other Party to the Agreement, indicating the name of its nominee on an arbitration board.

Within five (5) days thereafter, the other Party shall answer by Registered Mail indicating the name and address of its nominee to the Arbitration Board. The two nominees shall then select an impartial Chairman.

- 11.02 Failure to Appoint - If the recipient of the notice fails to appoint an Arbitrator, or if the two nominees fail to agree upon a Chairman within seven (7) days of appointment, the appointment shall be made by the Minister of Labour and Employment upon request of either Party.
- 11.03 Board Procedure - The Board may determine its own procedure but shall give full opportunity to all Parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision.
- 11.04 Decision of the Board - The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Board shall be the decision of the Chairperson and, in either case, shall be final, binding and enforceable on both Parties to the Collective Agreement. Notwithstanding this, the Board of Arbitration shall not have any power to alter, modify or amend any of the provisions of this Collective Agreement.
- 11.05 Disagreement on Decision - Should the Parties disagree as to the meaning of the decision, either Party may apply to the Chairperson of the Board of Arbitration for clarification of the decision by the Board. Such clarification will be rendered as soon as reasonably possible.
- 11.06 Expenses of the Board - Each Party shall pay:

- (1) The fees and expenses of the nominee it appoints;
- (2) One half (½) the fees and expenses of the Chairperson.

- 11.07 Amending of Time Limits - The time limits fixed in both the grievance and arbitration procedure may be extended by agreement of the Parties of this Agreement.
- 11.08 Sole Arbitrator - The Employer and the Union may mutually agree to a sole arbitrator as an alternative to a Board of Arbitration as set forth in 11.01 herein.

ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 12.01 Warnings - Whenever the Employer is required to reprimand an employee for any act, the repetition of which could result in the employee's dismissal, the Employer shall, within five (5) days of such reprimand, give written particulars to both the employee involved and the Union.
- 12.02 Discharge Procedures - An employee who has completed his probationary period may be dismissed but only for just cause. When an employee is discharged or suspended, he shall be given the reason in the presence of his Steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.
- 12.03 May Omit Grievance Steps - An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a Hearing under Article 10 - Grievance Procedure, Step 1 of the Grievance Procedure shall be omitted in such cases. The grievance shall be filed within ten (10) working days of the event giving rise to the grievance.
- 12.04 Unjust Suspension or Discharge - Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.
- 12.05 Crossing of Picket Line During Strike - In the event that any other employees of the Employer engage in a strike or where employees in an industrial dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. It is understood that if an employee elects not to cross a picket line at any of the Employer's locations, he/she shall not be paid for the time not worked.
- 12.06 Disciplinary Reasons – An employee of the City may be disciplined any time for cause.

Disciplinary action shall mean:

- (a) Verbal reprimand or warning**
- (b) Written reprimand or warning**
- (c) Suspension without pay**
- (d) Demotion**
- (e) Termination**

It is agreed that the cause of discipline set out below are not exhaustive of such causes. All shall be subject to the grievance procedure.

- a) Neglect of duty;
- b) Consuming intoxicants and illegal substances on City Premises;
- c) Reporting for duty or being on duty under the influence of liquor **or illegal substances**;
- d) Destruction of City property through negligence;
- e) Dishonesty;
- f) Disorderly conduct on duty;
- g) Disobedience of insubordination including a refusal or failure to perform work assigned within the employee's classification;
- h) Failure to report accidents (personal, city or public property related) at time of occurrence or first opportunity);
- i) Using City property for personal use without permission;
- j) Absence without leave;
- k) Use of profane or abusive language;
- l) Causing injury to self or fellow employee through proven negligence; and
- m) Participating in illegal strike or illegal picketing.

ARTICLE 13 – SENIORITY

- 13.01 Seniority Defined - Seniority is defined as the length of service as a full time employee in the employ of the Employer, which is comprised of all former municipalities, in the bargaining unit and shall be used where the employee has the required qualifications, ability and physical fitness in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining-unit-wide basis.
- 13.02 Seniority List -The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union in January and July of each year and posted on all bulletin boards.
- 13.03 Probationary Employees – All newly hired **full time** employees shall be considered on a probationary basis for a period of (4) four months from the date of hiring or as set out elsewhere in this Collective Agreement. The probationary period may be extended by written consent of the Parties.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Probationary employees may be terminated during the probationary period at the sole discretion of the Employer unless the Union shows substantiated discrimination, as noted in Article 4, as the basis of termination. On completion of the probationary period, seniority shall be effective from the original date of employment.

- 13.04 Loss of Seniority – An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff (up to 24 months) or leave of absence approved by the Employer.

An employee shall lose his seniority and his/her employment is terminated in the event:

- 1) He/she is discharged for just cause and is not reinstated.
- 2) He/she resigns.

3) He/she is absent from work in excess of five (5) working days without notifying the Employer, unless such notice is not reasonable possible.

4) He/she fails to return to work within fourteen (14) calendar days following a layoff and after being notified by Registered Mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.

13.05 Transfer and Seniority Outside the Bargaining Unit - No employee shall be transferred to a position outside the bargaining unit without his/her permission. If an employee is transferred outside the bargaining unit he/she shall retain his/her seniority for a one-year period for the purpose of returning to his/her former position. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

13.06 Retention of Seniority Rights - Should the Employer merge, or amalgamate or combine any of its operations or functions with another employer, the Employer agrees to the retention of seniority rights to all employees with the new employer.

ARTICLE 14 – PROMOTIONS AND STAFF CHANGES

14.01 Job Postings - If the Employer determines that a position opening exists as a result of a vacancy or the creation of a new position, then the Employer shall notify the Union within fourteen (14) days in writing and post notice in the Employer's offices, staff lunch rooms, and on all bulletin boards for a minimum of one week in order that all members will know about the position and be able to make written application therefore.

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

14.03 No Outside Advertising - In order that present employees have a full opportunity to apply, no outside advertisement for additional employees shall be made until a one week posting period has expired.

14.04 Role of Seniority in Promotions and Transfers - Both Parties recognize:

- 1) The principal of promotion within the service of the Employer;
- 2) That job opportunity should increase in proportion to length of service.
- 3) Effective January 1, 2010, all newly hired temporaries and full time employees in the 911 classification are not eligible to apply for any postings in Local 3863 outside of the 911 classification for a period of 18 months from date of hire.
- 4) Temporaries in the 911 classification are not eligible to apply for any temporary postings less than ninety (90) days outside of the 911 classification in Local 3863.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications, ability and physical fitness as per Article

13.01. Appointments from within the bargaining unit shall be made within three (3) weeks of closing of the posting.

Subject to availability of an applicant suitable for the position, all positions posted are to be filled.

The Employer shall use its best efforts to ensure that the filling of all vacancies or new positions is completed within ninety (90) days of City Council's declaration of its intention to fill the position or vacancy.

- 14.05 Job Training Program - The Employer shall inaugurate and maintain a system of "on-the-job-training" as far as reasonably and practicably possible so that an employee shall have the opportunity of receiving training and qualifying for promotions in the event of a vacancy arising. Employees training under this clause will receive their existing job rate.
- 14.06 Trial Period - The successful applicant **for a fulltime** position shall be placed on a trial period of up to six (6) months (but not less than one (1) month). Conditional on satisfactory service, such trial promotion shall become permanent after the period of six (6) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position without loss of seniority and wage or salary. A successful applicant should he/she decide to return to their former position must do so within thirty (30) working days.
- 14.07 Promotions Requiring Higher Qualifications - In cases of promotion **to a full time position** requiring higher qualifications or certification under government regulation, the Employer shall give consideration to the senior employee who does not possess the required qualification but is actively involved in the appropriate program to obtain the required qualification or certification **if it can be obtained in a six (6) month period..** Such employee will be given an opportunity to qualify within six (6) months on all positions with the exception of positions that require training under recognized **Province of New Brunswick** programs and **will be reverted** to his former position if the required qualifications are not met within such time.
- In the case of promotion to a temporary position requiring higher qualifications or qualified certification, the Employer shall give consideration to the senior employee who possesses the required qualification/s as per Article 13.01.**
- 14.08 Union Notification - The Union will be notified of all appointments, hirings, layoffs, transfers, recalls, and termination of employment in writing within 15 days.
- 14.09 Accommodation - An employee who has been incapacitated at his work by injury or compensable occupational disease or who, through advancing years or temporary disablement, is unable to perform his regular duties, will be employed in other work which he can do at the rate of pay of such work, without regard to other seniority provisions of this Agreement, except that such employee may not displace an employee.
- 14.10 Access to job postings by temporary employees - Subject to Article 14.04 (3), all temporary employees are encouraged and invited to apply for any posted position or vacancy for which they are qualified. If there is no application for the position by one or more qualified fulltime employees then the **Employer shall give consideration to the temporary employee who possesses the required qualification/s as per Article 13.01.**

ARTICLE 15 – LAYOFFS & RECALLS

- 15.01 Layoff and Recall Procedure - Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff employees shall be laid off in the reverse order of their seniority, subject to the retention of employees with the required qualifications, abilities and physical fitness and they shall be recalled in order of their seniority provided they are capable of performing the duties.
- 15.02 No New Employees - No new **fulltime** employees will be hired until those laid off have been given an opportunity of re-employment.
- 15.03 Notice of Layoff - The Employer shall notify the employee who is to be laid off thirty (30) working days before the layoff is to be effective after one (1) year of employment and ten (10) working days one year or less of employment. If the employee laid off has not had the opportunity to work thirty (30) full days or ten (10) full days after notice of layoff, he shall be paid in lieu of work for that part of thirty (30) or ten (10) days during which work was not made available.
- The employee must submit his resignation thirty (30) working days before the effective date of his resignation after one year of employment and ten (10) days one year or less of employment.
- 15.04 Continuation of Employment - The Employer agrees to pay full coverage to the group insurance plans for full time employees laid off for periods of less than six months.
- 15.05 Grievances in Layoffs - Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 2 of the Grievance Procedure within five (5) working days of the date of layoff.

ARTICLE 16 - HOURS OF WORK

- 16.01 a) Recreation Coordinators, Community Development and Tourism Staff - Hours of work will consist of a 35-hour per week schedule based on a flexible workweek. The hours shall be determined through mutual agreement. The employee shall maintain a log on his/her working hours and this log shall be made available to the employer upon request.

Facility and Administrative Coordinator and Recreation Secretary - The normal workweek shall consist of five (5), seven (7) hour-days from Monday to Friday inclusive, for a total of thirty-five (35) hours per week. The normal workday shall not commence before 8:00 a.m. nor finish later than 5:00 p.m. No seven (7) hour shift shall be spread over a period longer than eight (8) hours, with one-half (1/2) hour off for lunch. Notwithstanding these hours it is agreed the hours of work will be 8:30 am to 4:00 pm with a thirty (30) minute lunch period.

- b) **Recreation Maintenance Supervisor, Engineering and Public Works Department (All Employees with the exception of clerical)** - The normal workweek shall consist of five (5), eight (8) hour-days from Monday to Friday inclusive, for a total of forty (40) hours per week. The normal workday shall not commence before 8:00 a.m. nor finish later than 5:00 p.m. No eight (8) hour shift shall be spread over a period longer than nine (9) hours with one hour off for lunch. Notwithstanding

these hours, it is agreed that the schedule for ENGINEERING TECHNICAL employees working on City capital work projects will be the schedule of the contractors performing the work. These TECHNICAL employees shall be required to work overtime, as necessary, if scheduled by the supervisor. All other provisions of this Collective Agreement shall apply. The normal work hours for Public Works Employees during the months of April through October shall be 7:30 a.m. to p.m. to 4:00 p.m.. **with a thirty (30) minute lunch period** Monday to Friday inclusive. **The normal working hours for the Recreation Maintenance Supervisor, the current Public Works Administrative Assistant (as per L.O.A.) and Engineering employees during the months of April through October shall be 7:30 a.m. to 4:00 p.m. Monday to Friday with a thirty (30) minute lunch period.**

c) All other employees (including clerical, with the exception of 911) - The normal workweek shall consist of five (5), seven (7) hour-days from Monday to Friday inclusive, for a total of thirty-five (35) hours per week. The normal workday shall not commence before 8:00 a.m. nor finish later than 5:00 p.m. No seven (7) hour shift shall be spread over a period longer than eight (8) hours, with one (1) hour off for lunch.

d) Hours of Work for the 911 Classification shall be 42 hours average per week. All 911 occupations working on a rotating shift will rotate as follows: 6:30 a.m. to 6:30 p.m.; 6:30 p.m. to 6:30 a.m., except as mutually agreed. **Vacation, statutory holidays and floaters are based on 8 hour shifts.**

e) System Administrators - The normal workweek shall consist of five (5), eight (8)-hour days from Monday to Friday inclusive, for a total of forty (40) hours per week. The normal workday shall not commence before 8:00 a.m. nor finish later than 5:00 p.m. No eight (8)-hour shift shall be spread over a period longer than nine (9) hours with one hour off for lunch.

16.02 Break Period - All employees shall be permitted a fifteen (15) minute rest period **which** includes travel time both in the first and the second half of a shift.

16.03 Wash-Up Time - Employees shall be allowed five (5) minutes wash-up time before the lunch period and before quitting time.

16.04 Union Meeting Night - On the day of the month on which the regular monthly special or deferred meeting of the Union is scheduled, work shall cease not later than 5:15 p.m., except due to operational requirements.

ARTICLE 17 – OVERTIME

17.01 Overtime Defined - All **authorized** time worked beyond the normal work day, the normal work week or on a holiday shall be considered as overtime.

17.02 Overtime Rates - Overtime rates shall apply for work as follows:

(1) On a regular work day: Time and one-half ($1\frac{1}{2}x$) for the first four (4) hours and double time ($2x$) after four (4) hours in any one day or shift.

(2) On a regularly scheduled day off: Double time ($2x$)

(3) On a Holiday when the employee was scheduled to work: Time and one-half ($1\frac{1}{2}x$) plus another day off with pay at a time mutually agreeable between the employee and the Employer.

(4) On a Holiday when the employee was not scheduled to work: Double time (2x) plus another day off with pay at a time mutually agreeable between the employee and the Employer.

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

17.04 Overtime for Temporary Employees - Temporary employees working less than the regular working hours per day for the position and who are required to work longer than the regular working day shall be paid at the rate of straight time for the hours so worked, up to and including the regular working hours in the working day for the position. Regular overtime rates shall apply after the regular hours in the working day for the position and for all work performed on Holidays and regular days off.

17.05 Sharing of Overtime - Overtime and callback time shall be divided equally by classification within department among the regular employees who are willing and qualified to perform the work that is available.

17.06 Minimum of Overtime - Overtime worked shall be on a voluntary basis. The Employer will endeavour to keep overtime to a minimum.

17.07 Overtime During Layoffs - When there are individuals on layoff readily available to perform the available overtime work, then, subject to operational requirements, such individuals will be given the opportunity to perform the work.

17.08 Minimum Callback Time - An employee who is called in and required to work outside his regular working hours shall be paid for a minimum of four (4) hours at overtime rates. **This callback clause does not apply to employees who are working on-going to their shift or scheduled overtime nor to an employee who is asked, while at work, to return at a later time for scheduled overtime work. Employees who are called out to work will have the option of returning home following completion of assigned tasks if no other tasks are assigned for the remaining portion of the four (4) hours. Should the employee choose to exercise their option to return home the current call out period of four (4) hours would remain in effect as if the employee had remained at work and such employee would not be eligible for another call out period before the expiry of the initial call.**

17.09 Meal Allowance - (a) **A meal allowance shall be granted to an employee who has been required and who has completed two (2) hours of on-going, unscheduled overtime work immediately following the completion of his regularly scheduled shift. The meal shall be provided within one (1) hour of the end of his regular shift. An additional meal shall be provided every four (4) hours thereafter. Reimbursement to the employee shall be provided upon submission of a receipt. Maximum amount of reimbursement will be as per the City travel policy.**

(b) The provisions of this Article shall not apply:

(1) in the case of prearranged or scheduled overtime;

(2) in the case where the work is not continuous to normal quitting time.

17.10 Time in Lieu - For overtime worked, time off may be taken in lieu of money at a mutually agreeable time at the appropriate overtime rates. Operational /manpower needs as determined by the Employer

will govern. A maximum of ninety-six (96) hours may be banked per year. No more than eighty (80) hours of those hours may be used for time off. The Employee will be permitted once annually to request a payout of banked overtime. The Employee is responsible to provide Payroll written notice one month prior to the pay date for which the payout is requested.. Any time owing at the end of the calendar year shall be paid out each year on the first pay following December 31. (ie. One (1) hour overtime means pay owing equals 1.5 hours pay or 1.5 hours off).

ARTICLE 18 - SHIFT WORK

- 18.01 Shift Premium – In recognition of the undesirable features of shift work, employees shall receive eighty cents (\$0.80) per hour additional compensation for working on the evening or night shift. **This article shall not apply to overtime hours.**
- 18.02 Definition of Shifts - Evening shifts shall be defined as those shifts in which the major portion of hours worked occurs between 4:00 p.m. and 12:00 midnight. Night shifts shall be defined as those shifts in which the major portion of hours worked occurs between 12:00 midnight and 8:00 a.m.
For 911 operators night shifts shall be defined as those shifts in which the major portion of hours worked occurs between 6:30 pm and 6:30 am.
- 18.03 Shift Preference - Seniority shall determine shift preference subject only to ability to perform the job required.

ARTICLE 19 – HOLIDAYS

- 19.01 List of Holidays - The Employer recognizes the following as paid Holidays:

New Year's Day	Labour Day
Family Day	Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Easter Monday	Boxing Day
New Brunswick Day	
Four (4) hours ½ day on New Year's Eve Day – commencing at noon and	
Four (4) hours ½ day on Christmas Eve Day – commencing at noon	

and any other day proclaimed as a Holiday by the Federal, Provincial or the Municipal Governments.

- 19.02 Holiday Falling on Weekend – When any of the above noted Holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be the Holiday for the purpose of this Agreement.
- 19.03 Holiday Pay – Employees who are not required to work on the above Holidays shall receive holiday pay equal to one normal day's pay. Employees who are required to work shall be paid in accordance with Article 17.02.

- 19.04 Holidays on Day Off – When any of the above noted Holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

ARTICLE 19(A) – FLOATERS

19(A).01 - A full-time employee shall be entitled to three (3) floaters per calendar year. **A full-time employee hired partway through a calendar year will receive a prorated number of floaters for that calendar year rounded to the nearest hour.**

Full time employees who are on LTD and WSNB on January 1 of the calendar year will be granted three (3) floaters if they return to work within the same calendar year.

The date of a floater shall be at the discretion of the employee and subject to approval of the Employer, based on operational needs and on the condition that there is no additional cost to the City. Floaters can not be taken in less than one (1) hour increments (i.e., 1 hour, 2 hours, etc.)

Floaters cannot be carried forward to the next year. Floaters are defined as an eight (8) hour day for 8 and 12 hour day workers and as a seven (7) hour day for 7 hour day workers.

ARTICLE 20 – VACATIONS

- 20.01 Vacations - Employees shall receive an annual vacation with pay in accordance with credited service, that is, vacation is earned in one calendar year to be utilized the next calendar year. Vacation entitlement is based on the calendar year of January to December.

- (a) Less than one year service: One (1) working day for each calendar month of service to a maximum of ten (10) days.
- (b) Three (3) weeks after one (1) year
- (c) Four (4) weeks after eight (8) years
- (d) Five (5) weeks after fifteen (15) years
- (e) Six (6) weeks after twenty two (22) years.

An employee will be allowed up to five (5) additional consecutive working days without pay subject to operational requirements, including manpower needs and provided that no additional costs are incurred by the Employer.

An employee who has worked less than two thirds (2/3) of the regular working time in the twelve (12) months prior to vacation shall be paid on a pro-rata basis in proportion to the number of days worked out of the total number of regular working days in the twelve (12) months prior.

The above does not apply to employees who are on Workers' Compensation or LongTerm Disability.

Employees receiving Long Term Disability or Workers Compensation benefits shall accumulate vacation for a maximum period of six (6) months for anyone (1) claim. They shall not accumulate vacation for that period which exceeds six (6) months. Any vacation accumulated prior to an employee's effective date for Worker's Compensation or LongTerm Disability coverage and

vacation time earned during the maximum period of six (6) months while in receipt of Workers Compensation or Long Term Disability shall remain in the employee's vacation bank.

The continuation of this clause is subject to legal requirements on the Employer as per statute and disability contract.

- 20.02 Holidays During Vacation - If a paid Holiday falls or is observed during an employee's vacation period, he shall be granted an additional day's vacation for each Holiday in addition to his regular vacation time.
- 20.03 Calculation of Vacation Pay - Vacation pay shall be at the rate effective immediately prior to the vacation period.
- 20.04 Vacation Pay on Termination - An employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- 20.05 Vacation schedules shall be posted by April 15th each year and shall not be changed unless mutually agreed to by the employee and the Employer. Vacation to be utilized by December 31st of the year of entitlement, unless mutually agreed to. Vacation shall be granted on a departmental basis in accordance with seniority **and full week requests** subject to the City's operational requirements.
- 20.06 Broken Vacation Period - **An employee, subject to Article 20.05 will be entitled to take vacation in individual days as follows:**
One (1) – three (3) weeks vacation entitlement – maximum 2 weeks individual days
Four (4) – five (5) weeks vacation entitlement - 2 weeks individual days
Six (6) weeks vacation entitlement – 3 weeks individual days
Vacation will not be granted in less than ½ day increments. Broken vacation will be granted based on seniority after unbroken vacation as per Article 20.05 is applied.
- 20.07 Illness Bereavement During Vacation - sick leave & bereavement Leave may be substituted for vacation where it can be established by the employee that an Illness or accident or bereavement as per article 22.04 occurred while on vacation.

ARTICLE 21 – SICK LEAVE PROVISIONS

- 21.01 Sick Leave Defined - Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- 21.02 Illness in the Family - In case of illness of an Immediate member of the family of an employee where no one at home, other than the employee, can provide for the needs of the ill person. The employee shall be entitled after notifying his superior to use a maximum of three (3) accumulated sick leave days per year for this purpose.
- 21.03 Amount of Sick Leave - All employees shall be entitled to receive one and one-half (1½) days sick leave per month accumulative to two hundred and forty (240) days.
- 21.04 Deduction from Sick Leave - A deduction shall be made from accumulated sick leave for all normal working days (exclusive of Holidays) absent for sick leave as defined in 21.01.

- 21.05 Proof of Illness - An employee **will** be required to produce a certificate from a qualified medical practitioner after **three (3)** days certifying that such employee is unable to carry out his duties due to illness. If and when abuse of sick time is present, such will be referred to the Labour Management Committee.
- 21.06 Sick Leave During Leave of Absence - When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he shall not receive sick leave credits for the period of such absence but shall retain his cumulative credit, if any, existing at the time of such leave• or layoff.
- 21.07 Sick Leave Without Pay - Sick Leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.
- 21.08 Local Union Sick Leave Bank - The Employer shall deduct one quarter (1/4) day sick leave per month off each employee's sick leave credits as provided for in Article 21.03, which will be placed in a Union Sick Leave Bank and administered by the Union Sick Leave Committee. The Committee may, by withdrawal from the Sick Leave Bank, grant sick leave with pay to an employee who, through a prolonged illness, has exhausted his own sick leave credits. The Employer shall supply to the Union annually a list showing the amount of sick leave days in the Bank. There shall be a ceiling of one thousand (1000) days for the sick leave bank and a minimum of seven hundred (700) banked days before it is to be replenished.
- 21.09 Additional Floater - Each employee shall be allowed to accumulate an additional floating holiday for each calendar year of work in which he does not utilize any sick leave credits.

ARTICLE 22 - LEAVE OF ABSENCE

- 22.01 Union Business - Where permission has been granted to a representative of the Union to leave his employment temporarily in order to conduct negotiations with the Employer, or to process a Grievance, he shall suffer no loss of pay for the time so spent.
- 22.02 Union Conventions Without Pay
- (i) Leave of absence without pay and without loss of seniority shall be granted upon request of the Employer, to employees elected or appointed to represent the Union at Union conventions or seminars or union business. Such leave shall not be unreasonably withheld.
- (ii) Union Conventions With Pay - Leave of absence with pay and without loss of seniority shall be granted upon request to the President or his substitute at a Union convention or seminar. Such leave shall not exceed a total of three (3) days in one year for the bargaining unit.
- (iii) N.B. Occupational Health & Safety Seminar - One employee shall suffer no loss of regular earnings for attendance at the Annual N.B. Occupational Health & Safety Seminar. Such employee shall be selected by the Union.
- 22.03 Leave for Union and Public Duties - Any employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without pay and without loss of seniority by the Employer for a period up to one year. Such leave shall be renewed each year on request during his term of office.

22.04 Bereavement Leave -

(a) An employee shall be granted, **commencing the date of death**, five (5) consecutive **working** days leave without loss of salary or wages in the case of death or serious illness of a spouse, common law spouse, son, daughter, stepchild, parent, brother or sister and three (3) consecutive **working** days in the case of death or serious illness of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild.

Employees shall be allowed to carry over one of their allotted bereavement days for use when the interment of a relative covered under 22.04 (a) is to be at a later date.

(b) Mourner's leave - one half a day leave may be granted without loss of salary or wages to attend a funeral as a pallbearer during the working shift of the employee.

22.05 Jury or Court Witness Duty - The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury services or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

22.06 Education Leave - Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications in the service. When employees have to, as a condition of employment, have a medical examination, such costs for examinations shall be paid by the Employer.

22.07 General Leave - The Employer may grant leave of absence without pay and without loss of seniority to any employee on the understanding that the Employer has sole discretion with regards to the approval or disapproval of each request. All requests must be in writing.

22.08 Maternity Leave - Notwithstanding the provisions of the *Employment Standards Act* with respect to maternity leave, the parties agree that the following provisions shall apply:

- a) An employee taking maternity leave shall be permitted to use two (2) weeks of her accumulated sick leave credits, at the commencement of her maternity leave.
- b) An employee shall notify her Department Head at least four (4) months prior to the expected delivery date.
- c) Maternity Leave may be for a term of up a maximum of seventeen (17) weeks as per the *Employment Standards Act*.
- d) A pregnant employee shall provide the Employer with a medical certificate at the end of the seventh month of pregnancy and thereafter, upon request of the Employer, confirming that her health will permit continuation of work.
- e) Benefits premiums shall be paid by the Employer on behalf of the employee during the first seventeen (17) week period of non-paid maternity leave for all benefits listed in Article 30.02.
- f) An employee shall not accumulate vacation or sick leave credits while on leave without pay for maternity leave. Following return to work, the employee will pay his/her monies owed to the Pension Fund either by lump sum or by a reasonable payment plan.

- g) At least ten (10) working days prior to the scheduled date for return to duty, the employee shall notify the Employer of her Intention regarding the return. As a condition of return to work and prior to terminating her maternity leave the employee must submit a doctor's certificate to the employer confirming that her health will not be impaired by her return to duty.
- h) On return to duty after a period of fifty-two (52) weeks or less, the employee shall be placed in her former position with the same wage rates or adjustments and accumulated seniority and her earned benefits prior to going on maternity leave.
- i) Parental/Adoption Leave- An employee shall, upon request, be granted leave without pay, as per the Employment Standards Act upon the birth or adoption of a child. It is recognized that there may be very little notice provided to the employee by the adoption agency. However, it is expected that the employee will notify the Employer that application to adopt has been made and of intention to take parental leave. Parental Leave and Maternity Leave shall not exceed 52 weeks. Employees opting to continue benefit coverage as per Article 30.02 while on parental leave will be required to continue to pay their portion of the premiums prior to commencement of their leave by submitting post dated checks to Human Resources. Following return to work, the employee will pay his/her monies owed to the Pension Fund either by lump sum or by a reasonable payment plan.
- j) Should an employee not return to work in the time specified in c) and h) and i) without prior notification of extended unpaid leave, her employment shall be deemed to have terminated. In such cases, she shall reimburse the Employer for the full amount of benefit premiums paid on her behalf during maternity leave and the full amount of pay charges as sick leave.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

- 23.01 Pay Days - The Employer shall pay salaries and wage every other Thursday in accordance with Schedule attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages and deductions.

Employee Benefit Statement - During the term of the Collective Agreement the Employer shall provide each employee with an employee benefit statement which shall outline, in simple concise terms, the details, benefits, and costs of all employee benefits, including sick leave, group life insurance, extended health and dental insurance, income maintenance, pension and all statutory benefits and plans received by an employee.

The present benefits shall not be reduced.

- 23.02 Standby - When an employee is advised by the Employer that he is on call", that is immediately available by direct telephone or otherwise, he shall be paid straight time wages in accordance with the following schedule:

Monday to Friday	2 hours per day
Saturday and Sunday	6 hours per day
Holidays listed in Article 19.01	8 hours per day

Standby duty shall be equally shared by qualified employees.

- 23.03 Temporary Transfer

When an employee replaces on a higher paid position, he will be paid the rate of the classification. The employee shall have the right to accept or reject the temporary transfer.

When an employee replaces a position outside the bargaining unit, he will be paid five (5) per cent above his/her regular rate of pay to cover this position while he/she is performing his/her current position in the bargaining unit.

- 23.04 Long Service Pay - In recognition of the principle that a long service employee is of increased value to the Employer through his acquired knowledge and experience, the Employer agrees to Long Service Pay in accordance with the following table:

After five (5) years of service	\$100.00
After six (6) years & service	\$125.00
After seven (7) years of service	\$150.00
After eight (8) years of service	\$175.00
After nine (9) years of service	\$200.00
After ten (10) years of service	\$225.00
After eleven (11) years of service	\$250.00
After twelve (12) years of service	\$275.00
After thirteen (13) years of service	\$300.00
After fourteen (14) years of service	\$325.00
After fifteen (15) years of service	\$350.00
After sixteen (16) years of service	\$375.00
After seventeen (17) years of service	\$400.00
After eighteen (18) years of service	\$425.00
After nineteen (19) years of service	\$450.00
After twenty (20) years of service	\$475.00
After twenty one (21) years of service and each subsequent year	\$500.00

This service pay shall be paid during the first week of December each. year.

ARTICLE 24 – SEVERANCE PAY

24.01 Workers' Compensation Act

- (a) All employees subject to this collective agreement shall be covered by the provisions of the *Workers' Compensation Act* of the Province of New Brunswick.
- (b) 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.
- (c) Pending settlement of the insurable claim, and subject to the conditions of 24.01 (b), 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 cheque to the Employer.

(d) The employee's benefit plans (excluding L.T.D.) will be maintained in effect by the Employer during the period of "Loss of Earnings" benefits from WHSCC, subject to Article 24.01 (b).

24.02 Severance, Termination or Retirement Allowance - An employee on severance, termination or retirement shall receive a salary grant at the rate of pay effective immediately prior to severance, termination or retirement as follows:

(a) for employees with more than one (1) year service but less than five (5) years service shall receive two (2) weeks pay;

(b) for employees with more than five (5) years service, they shall receive five days pay for each year of service to a maximum of one hundred eighty (180) days.

(c) When an employee has reached the maximum of one hundred and eighty (180) days as per 24.02 (b) he may apply to receive his accumulated severance. The calculated lump sum can be taken in one (1) or two (2) installments subject to Income Tax regulations. Severance amount payable will be calculated and frozen based on the employee's hourly wage at the time of the initial installment payment.

(d) The employee will have no future severance entitlement.

In the event of death before severance, **payment will be made to their estate** such salary grant shall be paid to his beneficiary. Subject to the Income Tax regulations and if the individual employee has previously filed such a request in writing with the Employer, then the Employer shall split the grant over two (2) years.

ARTICLE 25 - JOB CLASSIFICATION AND RE-CLASSIFICATION

25.01 No Elimination of Present Classifications - Existing classifications shall not be eliminated without prior agreement with the Union. It is understood by the Parties that the existence of separate classifications in the Collective Agreement does not imply that these classifications must be filled.

25.02 Joint Job Evaluation Maintenance Committee - The parties agree to the Joint Job Evaluation Maintenance Committee program in accordance with the general objectives and principles set out in the Terms of Reference between CUPE Local 3863 and the City of Miramichi and which forms part of this Collective Agreement.

ARTICLE 26 - SAFETY AND HEALTH

26.01 All parties shall make full effort to ensure the *Occupational Health and Safety Act* and Regulations are adhered to.

26.02 Safety Committee - A City-wide Joint Health and Safety Committee shall be formed with equal representation from the Unions and the City or as agreed. Each Local shall have two (2) representatives on the Committee.

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

ARTICLE 27 - JOB SECURITY

- 27.01 Job Security - In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted or transferred so as to cause any reduction in the bargaining unit.
- 27.02 Inclement Weather - Whenever ordinary work cannot be reasonably continued during working hours by reason of inclement weather conditions, the Employer shall either provide indoor work for outside crews or allow them to stand by inside. No loss of pay shall result by reason of the provisions of this clause.

ARTICLE 28 - TECHNOLOGICAL CHANGES

- 28.01 In the event that the Employer should introduce methods or equipment which require new or greater skills than possessed by the employees under the present method of operation, such employees shall be given a reasonable opportunity to acquire the skills necessitated by the new methods of operation.
- 28.02 Technological change as defined in 28.01 above shall be discussed by the Labour-Management Committee prior to implementation.
- 28.03 In carrying out any technological changes that would result in any job loss to any union member, the City agrees to notify the union three (3) months in advance of such technological change by advising the union of;
- a) The nature of such change.
 - b) The date such change is to take effect.
 - c) The number of employees involved.
 - d) The effect of such change on the working condition.

ARTICLE 29 - UNIFORMS AND CLOTHING ALLOWANCES

- 29.01 On the first pay in June, the Employer will provide a clothing allowance of \$300.00 per year for the Superintendent and Assistant Superintendents in the Public Works Department, and the Civil Engineering Technician and Project Engineer in the Engineering Department.
- System Administrators shall be provided overalls as required.
- 29.02 Union Label - Employees desirous of displaying the C.U.P.E. label on their working cloths may do so at no cost to the Employer. C.U.P.E. labels should not be displayed on Employer owned vehicles.
- 29.03 Travel Allowance – Travel allowance will be paid as per City Policy.

ARTICLE 30 - EMPLOYEE BENEFITS

30.01 Pension Plans - The Pension Plan signed by both parties is attached and shall be part of this Collective Agreement.

30.02 Insurance Plan and Health Plan - The Employer shall pay 100% of premiums for all current fulltime employees of the bargaining unit for the Health Plan.

For all employees who attain full time positions in the bargaining unit after April 10, 2014, the employer will pay 70% of the premium costs and the employees will pay 30% of the premium costs for health and dental coverage.

The Employer shall pay the full costs of premiums for life insurance and long term disability of all employees.

Employees who retire after **April 10, 2014**, will be eligible to pay one hundred (100 %) percent of the premium for a health and/or dental plan with the retiree subgroup. Until the retiree subgroup is implemented they will be permitted to remain in the City's health and/or dental plan (with the exception of travel coverage) and to pay one hundred (100%) of the premium. All benefit coverage will cease when they attain the age sixty-five (65).

30.03 Joint Management-Union Benefits Committee - It is recognized that the City has experienced significant increases in health, dental and LTD plan premiums and therefore, the parties have agreed to a Joint Management-Union Benefits Committee. The Joint Management-Union Benefits Committee has a mandate to immediately seek ways in which to reduce benefit costs for the City, including but not limited to, making any agreed-to changes to health, dental and LTD plans if necessary. The assistance of the insurance company may be requested in order to achieve this goal.

ARTICLE 31 - GENERAL CONDITIONS

31.01 Proper Accommodations - Proper accommodations shall be provided for employees to have their meals and keep and change their clothes.

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

31.03 Tools and Equipment - The Employer shall supply all tools and equipment required by the employees in the performance of their duties. Replacement will be made by producing the worn or broken tool.

31.04 Fire Insurance - The Employer shall provide fire insurance covering the tools and equipment owned by employees and used in performance of their duties with the Employer.

Employees who have personal tools or equipment stolen on the job shall have such tools or equipment replaced by the Employer subject to prior written declaration of specific tools, authorized by the Employer and verification of theft.

ARTICLE 32 - PRESENT CONDITIONS AND BENEFITS

- 32.01 Present Conditions to Continue - All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with and covered by this Agreement but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 33 - COPIES OF THE AGREEMENT

- 33.01 Copies of the Agreement - The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and duties under it. For this reason, the Employer shall provide sufficient copies of the Agreement and JJEMC Terms of Reference within thirty (30) days of signing.

ARTICLE 34 - GENERAL

- 34.01 Plural or Feminine Terms May Apply - Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the Party or Parties hereto so require.

ARTICLE 35 - STRIKE AND LOCKOUTS

- 35.01 No Strikes - The Union hereby agrees that during the term of this Agreement there shall be no strikes or walkouts.
- 35.02 No Lockouts - The Employer agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 36 - TERM OF AGREEMENT

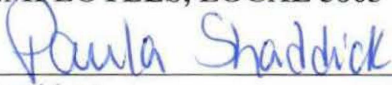
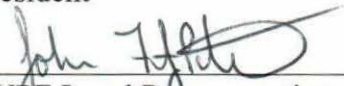
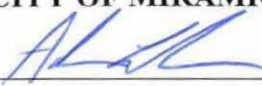

- 36.01 Effective Date - This agreement shall be binding and remain in effect from the date of signing to December 31, 2024 and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing at least two (2) months prior to December 31st in any year that it desires its termination or amendment. Wage increases and pension benefits shall apply retroactive to January 1, 2021.
- 36.02 Changes in Agreement - Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 36.03 Notice of Changes - Either Party desiring to propose changes or amendments to this Agreement shall, within the ninety (90) day period prior to the termination date, give notice in writing to the other Party to negotiate a new Agreement.
- 36.04 Agreement to Continue in Force - Where such notice request revisions only, the following conditions shall apply:

(a) Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide Collective Agreement and if negotiations extend beyond the anniversary date of the Agreement, any monetary provisions shall apply retroactively unless otherwise specified.

Schedules "A" (Wage Scales), Schedule "B" (Benefit Plans), Schedule "C" (C.O.L.A.), and the Letter of Agreements – Benefit Premiums, Administrative Assistants, Vacancies, and JJEMC are attached hereto and form a part hereof.

SIGNED on behalf of the Parties, on this 9th day of November, 2021.

Signed in the presence of:

) **CANADIAN UNION OF PUBLIC**
) **EMPLOYEES, LOCAL 3863**
) 
) _____
) President
) 
) _____
) CUPE Local Representative
) **CITY OF MIRAMICHI**
) 
) _____
) Adam Lordon
) Mayor
) 
) _____
) Rhonda Ripley
) City Clerk
)
)
)
)
)
)
)
)

SCHEDULE "A"
CITY OF MIRAMICHI - WAGE SCALE

PayGrade	Position Title		2021	2022	2023	2024
		0.50	2%	2%	2.0%	2.0%
1	Office Clerk, Police	22.60	23.05	23.51	23.98	24.46
	Office Clerk, Finance	22.60	23.05	23.51	23.98	24.46
2	Office Clerk, Finance (Collections)	24.46	24.95	25.45	25.96	26.47
	Administrative Assistant (Fire)	24.46	24.95	25.45	25.96	26.47
	Administrative Assistant (CW&R)	24.46	24.95	25.45	25.96	26.47
	Administrative Assistant (PW)	24.46	24.95	25.45	25.96	26.47
	Administrative Assistant (Engineering)	24.46	24.95	25.45	25.96	26.47
	Administrative Assistant (Police Court)	24.46	24.95	25.45	25.96	26.47
	Computer Repair Technician	24.46	24.95	25.45	25.96	26.47
3	Human Resources/Payroll Assistant	26.34	26.87	27.41	27.95	28.51
	Police Record Management System Administrator	26.34	26.87	27.41	27.96	28.51
4	Civil Engineer Technologist	28.22	28.78	29.36	29.94	30.54
5	Accounting Clerk		30.17	30.77	31.39	32.01
	E911 Dispatcher		30.17	30.77	31.39	32.01
	Assistant City Clerk		30.17	30.77	31.39	32.01
6	Recreation Coordinator (Aquatic)		32.06	32.71	33.36	34.03
	Community Development Co-ordinator		32.06	32.71	33.36	34.03
	Facility and Adminstrative Co-ordinator		32.06	32.71	33.36	34.03
	Tourism Administrator		32.06	32.71	33.36	34.03
	Recreation Maintenance Supervisor		32.06	32.71	33.36	34.03
	System Administrator		32.06	32.71	33.36	34.03
7	Assistant Superintendent		34.00	34.68	35.37	36.08
8						
9	Project Engineer		37.81	38.56	39.33	40.12
10	Superintendent		39.69	40.49	41.30	42.12

SCHEDULE "B"

BENEFIT PLANS

Employee Plan Benefits as per City of Miramichi Assumption Mutual Life and Blue Cross (or equivalent) shall be as follows:

Group Life	\$100,000
AD & D	100,000
Dep. Life	5,000
Children	2,500
LTD	66.66% (application mandatory after 112 days). In addition to the above, the Employer will contribute 9% to the Pension Plan.
Hospitalization	Semi-Private Room
Drugs	\$7.50 co-pay
Vision Care	\$250.00 total every two years
Dental Care	Basic 80% Additional 70% Annual maximum \$1,000 per person

Note: The parties have also agreed to the following changes to the Health Plan: (1) prescription plan without an "over the counter" drug coverage; and (2) prescriptions required for massage therapy and the physiotherapy benefits.

SIGNED on behalf of the Parties, this 9th day of November, 2021.

City of Miramichi



Mayor

C.U.P.E. Local 3863



CUPE Local 3863 President



City Clerk



CUPE Local 3863

SCHEDULE "C"

COLA CLAUSE

A.C.O.L.A. will be paid on December 31, 2021, December 31, 2022, December 31, 2023, December 31, 2024 in the following manner:

Actual C.O.L.A. payments are determined by % change of National C.P.I. (1971 – 100) as published by Statistics Canada – December 2019 – December 2020, December 2020 to December 2021 – December 2021 to December 2022, - December 2022 to December 2023 – December 2023 – December 2024.

The C.O.L.A. payment will be based on the base Labourer rate at the time. This rate on December 31, 2020, December 31, 2021, December 31, 2022 and December 31, 2023 will be uplifted by any positive % resulting from subtracting 9% from the amount as determined above.

LETTER OF AGREEMENT

Between

City of Miramichi, Hereinafter Referred to as "The Employer"

Of the First Part

And

Canadian Union of Public Employees Local 3863, Hereinafter Referred to as "The Union"

Of the Second Part

The Employer agrees that members of the Union enrolled in the City's health and dental plan at the date of **April 10, 2014** will not be required to cost share premiums for these benefits during their employment with the City.

This letter will form part of the collective agreement.

Signed on behalf of the Parties on this 9th day of November, 2021.

Employer



Mayor

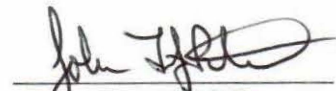
Union



President, CUPE Local 3863



City Clerk



CUPE Local 3863

Letter of Agreement

Between

City of Miramichi, Hereinafter Referred to as "The Employer"

Of the First Part

And

Canadian Union of Public Employees Local 3863, Hereinafter Referred to as "The Union"

Of the Second Part

Parties agree that the hours of work for the Administrative Assistants identified below will be as per Article 16.01 (b) of the collective agreement, as long as, they are in their current positions unless mutually agreed otherwise by both parties.


Once they leave their position, the hours of work for the position will be as per Article 16.01 (c) of the collective agreement.

- 1) Paula Shaddick – Administrative Assistant – Engineering
- 2) Annette LeGresley – Administrative Assistant – Public Works

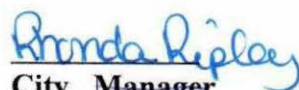
This letter will form part of the collective agreement.

Signed on behalf of the Parties on this 9th day of November, 2021.

Employer



Mayor




City Manager
Clerk

Union



President, CUPE Local 3863



CUPE Local 3863

Letter of Agreement

Between

City of Miramichi, Hereinafter Referred to as "The Employer"

Of the First Part

And

Canadian Union of Public Employees Local 3863, Hereinafter Referred to as "The Union"

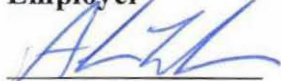
Of the Second Part

The Employer, when operationally feasible, agrees to provide advanced posting of vacancies resulting from pending retirements in order to give the opportunity for the incumbent to train the successful applicant.

This letter will form part of the collective agreement.

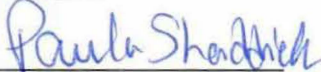
Signed on behalf of the Parties on this 9th day of November, 2021.

Employer



Mayor

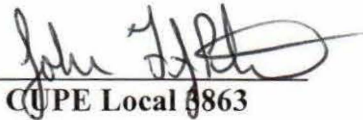
Union



President, CUPE Local 3863



City Clerk



CUPE Local 3863

Letter of Agreement

Between

City of Miramichi, Hereinafter Referred to as "The Employer"

Of the First Part

And

Canadian Union of Public Employees Local 3863, Hereinafter Referred to as "The Union"

Of the Second Part

The parties agree to review the structure, general objectives, principals and process of the Joint Job Evaluation and Maintenance Committee with two representatives from each party. The review will be facilitated by CUPE National (Serge Robichaud).

This letter will form part of the collective agreement.

Signed on behalf of the Parties on this 9th day of November, 2021.

Employer



Mayor

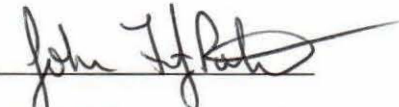


City Clerk

Union



President, CUPE Local 3863



CUPE Local 3863

**JOINT JOB EVALUATION MAINTENANCE PLAN
TERMS OF REFERENCE**

**Between
CITY OF MIRAMICHI
The Employer
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its
Local Union 3863**

Revised March 2014

TERMS OF REFERENCE

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ARTICLE 4	Mandate of the J.J.E.M.C.
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ARTICLE 6	Maintaining the Job Evaluation Programme
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ARTICLE 1 - PURPOSE

The Joint Job Maintenance Evaluation Plan is developed for the purpose of uniformity evaluating and appraisal job categories according to the skill, working conditions, effort and responsibility factors required by, and contained in each job, thereby resulting in the establishment of a uniform method of wage rate determination, based upon job conditions which will provide job rates equitable and proper in their relationship with each other.

ARTICLE 2 – DEFINITIONS

The following definitions are to apply to the terms used herein and throughout the Joint Job Maintenance Evaluation Program

Benchmark Jobs	“Sample Jobs” which represent a selection of jobs chosen from the classifications covered by the plan. These are used as a basis for comparison under the job evaluation plan.
Collective Agreement	The collective agreement currently in effect between the City of Miramichi and CUPE Local 3863.
Degree Level	The actual measurement levels within each sub-factor.
Duty	Is made up of a number of tasks.
Factors	The four major criteria to measure jobs are skill, effort, responsibility, and working conditions. Each factor deals with an important compensatory job characteristic, which is present to some degree in, and which contributes to the worth of, all jobs being covered by the job evaluation plan.
Green Circled Rate	The wage rate that is lower than the newly established wage rate.
Incumbent	An employee who has been appointed to a job.
Job	A group of duties or range of duties or tasks and responsibilities assigned to and performed by the incumbent(s).
Job Analysis	The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility, and working conditions involved in the performance of that job, through the use of questionnaires, interviews and skills and knowledge evaluation.

Job Analysis Questionnaire	The instrument used to collect and record job data and forms part of the job documents.
Job Description	The written description of a job which includes a summary and the major duties/responsibilities listed in order of importance.
Job Evaluation	A process that measure the value of jobs in relation to each other; this value is expressed in points.
Job Evaluation Plan	The plan contains the guidelines and degree levels for each sub-factor used for evaluating a job.
Out-of-Schedule Plan	A wage rate that is in excess of the maximum rate determined through the job evaluation program. This rate is established for a specific purpose and normally for a specified period of time.
Pay Grade	A designated salary range within the salary schedule including steps, if any.
Points	The numerical expression assigned to each degree within each sub-factor.
Rating	The process of relating the facts contained in the job documents to the job evaluation plan and selecting the factor degree levels judged to be appropriate.
Rating Sheet	Records the facts and rationale for the degree levels assigned to each subfactor for each job.
Red-Circled Rate	The wage rate that is higher than the newly established wage rate.
Salary Schedule	A listing of job titles, point bandings and pay grades.
Sore-Thumbing	The process of making an objective comparison of a rating decision made by the committee to previous rating decision of similar and/or related positions. Comparisons may be performed by a factor – by factor basis or on a total point basis.
Steps	One of a series of fixed rates on a salary range.
Subfactors	Components of the four major factors.
Total Points	The sum of all points allotted to each job for all factors determined in accordance with the job evaluation plan.

ARTICLE 3 – THE JOINT JOB EVALUATION MAINTENANCE COMMITTEE

- 3.1 The J.J.E.M.C. shall have equal representation and participation from the parties, consisting of two (2) representatives from the City of Miramichi and two (2) representative from CUPE Local 3863.

- 3.2 The Employer and the union shall each designate one of its representative shall to act as Co- Chair person. The Co-chair persons are responsible for:
- a) The chairing of committee meetings;
 - b) The scheduling of annual committee meetings which includes notification of appropriate supervisors for committee members attendance;
 - c) Establishing the priority of matters to be acted upon by the committee.
- 3.3 Each party shall appoint one (1) alternate representative to serve as replacements for absent members. Alternate members shall have the right to vote only when replacing a regular committee member who is absent. Alternative members are present when they are required to attend to replace a regular member meetings. It is agreed between the parties that the alternate be updated, and the union committee members be granted **time** to update the alternate in the event he or she is required to replace a committee member.
- 3.4 The Employer will provide administrative support services to the committee. The person performing these functions shall not be a member of the committee. These services shall be under the direction of the co-chairs and shall include:
- a) The distribution of all committee correspondence to the committee Co-chairpersons;
 - b) The preparation and distribution of meeting agendas forty-eight (48) hours prior to the meeting;
 - c) The preparation and distribution of minutes;
 - d) The preparation and distribution of committee documents.
- 3.5 The Union committee members and any alternate appointed by the union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the committee. These members shall continue to have all rights and privileges of the collective agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 3.6 Union committee members may be replaced in their regular jobs for such time as they are working on the J.J.E.M.C. Such replacements will have all the rights and privileges of the collective agreement.
- 3.7 Routine business decisions of the committee shall be made by simple majority. Job rating decisions shall require a unanimous decision of the full committee and shall be final and binding on the parties, subject to the reconsideration procedure set out in Article 6.4.

- 3.8 The committee shall meet on an annual basis at a mutually agreed upon time and place. Each member shall receive notice along with the agenda for the meeting at least forty-eight (48) hours before the meeting. Either party may call a meeting by giving written notice and this meeting shall take place within seven (7) days of the delivery of the notice to other parties Co-chairperson.
- 3.9 Each party to the agreement may engage advisors to assist its representatives on the J.J.E.M.C.

ARTICLE 4 – MANDATE OF THE J.J.E.M.C.

The J.J.E.M.C. shall develop, implement and maintain the program by:

- a) Evaluating jobs using the job evaluation plan;
- b) Maintaining the integrity of the program;
- c) Recommending to the parties changes to the joint job maintenance evaluation plan, its procedures or methods, as may be deemed necessary from time to time;
- d) They will record the results and rationale on the rating sheet and complete the Advice of Rating Form. Copies of the Advice of Rating Form and job description will be provided to the J.J.E.M.C., Co-chairs, incumbent(s), supervisor, and the union.

ARTICLE 5 – JOB ANALYSIS PROCEDURES AND RATING FOR NEW AND/OR CHANGED JOBS

5.1 The following general procedure shall be used to rate jobs:

a) Step 1

A Job Analysis Questionnaire shall be completed by the incumbent(s) and the supervisor. The completed questionnaire shall be submitted to the J.J.E.M.C. along with a copy of the current job description. The questionnaire should detail any changes to the job resulting from new or changed circumstances which are well established and have been present in the job for a period of no less than six months.

b) Step 2

The committee shall draft an up-to-date job description based on the information gathered. If further information is required, interviews shall be held with the incumbent(s) and/or the supervisor. The committee shall submit the job description to the incumbent(s) and the supervisor for their mutual agreement. Amendments may be made to the proposed job description, as deemed necessary by the committee, from the response of the incumbent(s) and the supervisor. When agreed upon, the job

description shall be signed by the incumbent(s) and the supervisor to signify their mutual agreement and forwarded to Human Resources for final approval.

c) Step 3

The job shall now be rated, based on the agreed-upon job description, in accordance with the job evaluation plan. The committee shall also use information obtained from the completed questionnaire, interviews with the incumbent(s) and/or supervisor. The plan evaluates the skill, effort, responsibility and working conditions involved in the job. Each of these factors is subdivided into subfactors which provide a standard against which each job is rated to determine its relative worth.

d) Step 4

When the committee has completed the rating of all jobs, it will provide the supervisor and the incumbent(s) with a copy of the job description and Advice of Rating Form (Appendix A).

5.2 In the application of the job evaluation tool, the following general rules shall apply:

- a) It is the content of the job, and not the performance of the incumbent(s), that is being rated;
- b) Jobs are evaluated without regard to existing wage rates;
- c) Jobs are placed at the appropriate degree level in each subfactor by comparing the specific requirements of the job to the subfactor definition, and the description of each degree level;
- d) The job analysis and rating of each job shall be relative to and consistent with job descriptions and ratings of all other jobs rated under the plan;
- e) No interpolation of subfactor degrees (i.e. mid-points) is permitted;
- f) The factor and subfactor must have an impact on all jobs being rated;
- g) Rating decision shall include a sore-thumbing process to ensure consistency in committee decisions;
- h) A Committee member shall be excused from rating their own job, the position of a direct subordinate, or any position where the rating of that job may place them in a conflict of interest situation.

ARTICLE 6 - MAINTAINING THE JOINT JOB EVALUATION MAINTENANCE PROGRAMME

6.1 It is important that each party maintain accurate job description and job rating on an ongoing basis. Failure to do so will serve to damage the integrity of the program. It is the intention of the parties to periodically review jobs upon request and to conduct **a review of the process every five (5) years.**

6.2 Job Evaluation Maintenance Procedures for Changed Jobs

Whenever the employer significantly changes the duties and responsibilities of a job or the incumbent(s)/union feel that the duties and responsibilities of a job have been significantly changed, and the change(s) have been consistently required for a period of six (6) months or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:

- a) The incumbent(s)/union or the supervisor/employer may after 6 months of performing the duties and responsibilities request a job evaluation review by completing and submitting a Job Evaluation Maintenance Reconsideration Form (Appendix B);
- b) Upon receipt of a completed Job Evaluation Maintenance Reconsideration Form, the J.J.E.M.C. shall proceed to gather accurate, up-to-date information on the job in accordance with Articles 5 and 6. The gathering of information shall involve requesting the incumbent(s) and supervisor to complete an up-to-date job analysis questionnaire. Where further information is required, interviews shall be held with incumbents and/or supervisors and/or visit o the job site. Based on this information, the committee shall update the job description as necessary;
- c) Where the job description has been changed, the Committee shall meet to rate each subfactor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision (Appendix A). The rating of the job shall determine the pay grade for the job;
- d) Once a request is received, the committee shall render a decision within 3 months and any changes in the rates which result in the reclassification of a job shall be retroactive to the date of completion of the request for reconsideration from (Appendix B).

6.3 Job Evaluation Maintenance Procedures for New Jobs

Whenever the employer wishes to establish a new job, the following procedure shall apply:

- a) The Employer shall prepare a draft job description for the job;
- b) The J.J.E.M.C. shall meet and establish a temporary pay grade for the job based on the draft job description;
- c) The job shall be posted and any person appointed to the job shall be paid the temporary pay grade;

- d) After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire which shall be submitted, along with an updated job description, to the J.J.E.M.C. The Committee shall develop a job description and rate the job according to the procedure set out in Article 5. The pay grade shall be paid to each incumbent effective the date of his/her appointment to the job. In the event that the pay rate of the job decreases as a result of this six month re-examination of the job, the incumbent shall receive full red-circling protection for the duration of his or her tenure to the job.

- 6.4 In accordance with Article 5.1(d), 6.2 and 6.3 , either the incumbent(s) or the supervisor may request reconsideration of the job description and/or the job rating by completing and submitting a Job Evaluation Maintenance Reconsideration Form (Appendix B), stating the reason (s) for disagreeing with the job description and/or the rating of the job. Any such request shall be submitted within sixty (60) days of receipt of the Advice of Rating Form (Appendix A). Both the incumbent(s) and the supervisor shall be permitted to make a presentation to the Committee. The J.J.E.M.C. shall consider the request and make a decision which shall be considered final and binding upon the parties and all employees affected. The Committee shall inform both the incumbent(s) and the supervisor of its decision using the Review Decision Form (Appendix C).

ARTICLE 7 - SETTLEMENT OF DISAGREEMENTS

- 7.1 In the event the J.J.E.M.C. is unable to reach agreement on any matter relating to the interpretation, application or administration of the job evaluation programme, the Co-chairpersons of the committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee. The two (2) advisors shall meet with the Committee and attempt to assist in reaching a decision.

If, after meeting with two (2) advisors appointed pursuant to Article 7.1, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the union and the employer of this fact, within fifteen (15) days.

- 7.2 Either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.
- 7.3 The arbitrator shall decide that matter upon which the J.J.E.M.C. has been unable to agree and his/her decision shall be final and binding on the J.J.E.M.C., the employer, the union and all affected employees. The arbitrator shall be bound by these Terms of Reference and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- 7.4 The employer and the union shall be the parties to the arbitrator hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the collective agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.

7.5 The arbitrator's fees and expenses shall be borne equally between the parties.

7.6 The time limits contained in this article may be extended by mutual agreement of the parties.

ARTICLE 8 - APPLYING THE RATING TO THE BAND RATES

8.1 Job ratings serve to:

- a) group jobs having relatively equivalent point values (this is commonly referred to as banding);
- b) provide the basis upon which wage rate relationships between jobs are established;
- c) measure change in job content;
- d) assign jobs into their proper pay grade in the salary schedule.

8.2 The total point allocation shall be used to determine the band rate for the jobs based upon the following table:

<u>Pay Grade</u>	<u>Point Range</u>	<u>Band Rate</u>
1	____ - ____	
2	____ - ____	
3	____ - ____	

8.3 If a job is rated at a pay grade with a band rate higher than the current wage rate for the job, the incumbent's rate of pay shall be adjusted to the higher pay grade on the new salary schedule, retroactive to the date the Job Evaluation Maintenance Reconsideration Form was submitted. The incumbent(s) shall retain the same place on any increment grid.

8.4 If a job is rated at a pay grade with a band rate lower than the current wage rate for the job, all incumbents of such job shall be identified as "Red-Circled" and shall continue to receive all negotiated increases of the previous pay grade.

8.5 If a job is at the top of the existing salary range, then the incumbent(s) rate of pay shall be adjusted to the top of the newly assigned salary range provided the new range is higher than the existing range.

8.6 No incumbent will have their wages reduced following the re-evaluation of their job and the establishment of a new wage structure.

8.7 All economic adjustments negotiated from time to time shall be calculated upon the higher of the revised or previously existing job rate.

ARTICLE 9 - CONCLUSION AND IMPLEMENTATION

- 9.1 The J.J.E.M.C. shall report its recommendations to the parties for ratification.
- 9.2 These Terms of Reference, including all appendices, the Gender – Neutral Job Evaluation Plan, job descriptions and any other documents, as agreed to by the J.J.E.M.C. shall be deemed to be included in the collective agreement, effective the date of signing of these Terms of Reference.

FOR THE EMPLOYER:



Mayor




City Clerk

November 9, 2021

Date

FOR THE UNION:


President, CUPE Local 3863
CUPE Local 3863