

COLLECTIVE AGREEMENT  
BETWEEN  
THE CITY OF CAMPBELLTON  
AND  
CUPE LOCAL 76

JANUARY 1, 2011 TO DECEMBER 31, 2013

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THIS AGREEMENT made in duplicate this \_\_\_\_ day of \_\_\_\_\_ A.D., 2011.

BETWEEN:

THE CITY OF CAMPBELLTON, herein called the Employer; PARTY OF THE FIRST PART:

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL EMPLOYEES UNION #76 herein called the UNION; PARTY OF THE SECOND PART.

**PREAMBLE**

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

- 1) to maintain harmonious relations and settled conditions of employment between the Employer and the Union;
- 2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, services, employment, etc.;
- 3) to encourage efficiency in operations;
- 4) to promote the morale, well-being and security of all the employees in the Bargaining Unit;

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

NOW THEREFORE the PARTIES AGREE AS FOLLOWS:

## **ARTICLE 1. MANAGEMENT RIGHTS**

### **1.01 Management Rights**

The Union recognizes that it is the function of management to direct the operations and the work forces of the Employer subject to this agreement, and management retains all of its customary rights except as limited by this agreement.

### **1.02**

Without limiting the generality of the foregoing section 1.01, the following rights are included:

- a) to determine the projects, schedules, locations, machinery and equipment, methods and processes, sequences and locations of operations;
- b) to determine the numbers and jobs of employees required at any place from time to time for any and all operations;
- c) to maintain order, discipline and efficiency;
- d) to make, alter and amend reasonable rules of conduct and procedure for employees;
- e) to be the judge of the qualifications of employees: such qualifications shall not be determined in an arbitrary manner;
- f) to discharge, suspend or discipline employees for just and reasonable cause;

The question of whether one of the above rights is limited by this agreement may be decided through the grievance procedure.

## **ARTICLE 2. RECOGNITION**

### **2.01 Bargaining Unit**

The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in the classifications set out in Appendix "A" hereto, subject to Article 2.04 and Article 19.07.

### **2.02 No Other Agreements**

No employees covered by this agreement shall be required or permitted to make any written or verbal agreement with the Employer or its representative which may conflict with the terms of this agreement.

### **2.03 Work of the Bargaining Unit**

Persons employed by the Employer who are not subject to the Collective Agreement, shall not work on any jobs in the Bargaining Unit as set out in Appendix "A" save and except as follows:

- 1) management personnel may perform bargaining unit functions for the purpose of instruction or emergency;
- 2) students that act as relief for bargaining unit personnel as outlined in Article 2.04.

(The above restriction does not apply to the maintenance and repair of traffic control systems.)

#### **2.04 Students, Grants**

The parties agree that the Employer may hire students enrolled in a public or private school or collegiate system between the period of April 15th to September 15th of each year.

In addition to students hired to carry out programs and services in the community, students may act as relief for bargaining unit personnel.

Other persons on government contracts, or grant programs may be hired to carry out projects and all such students or persons shall not be subject to the Collective Agreement and/or its rates of pay.

### **ARTICLE 3. DEFINITIONS**

#### **3.01 Firefighter-Dispatchers**

- a) "Firefighter-Dispatchers" are those employees who are qualified as Firefighters and are also security cleared and qualified as Dispatchers.

They shall be assigned to the Fire Department but shall also be assigned at any time to the Police Department to act as relief for the Dispatchers.

#### **3.02 Part-time Employment – Seasonal**

The part-time persons shall be entitled to the following:

- a) The employer may engage persons on a seasonal basis. Such person(s) shall not obtain permanent status until they have been continuously employed for one calendar year. The ratio of part time positions to full time permanent positions will not exceed one (1) part time position for every three (3) full time permanent positions within the bargaining unit. As of August 15<sup>th</sup> 2007, this ratio represents a cap of fifteen (15) part time employees based on forty four (44) permanent bargaining unit positions. Unless specified differently in other articles of this collective agreement, as of August 15<sup>th</sup> 2007, newly hired part time employees may only be hired in order to replace permanent employees on employer approved leave of absences.
- b) Part-time persons will be given three (3) days notice of layoff. Laid off persons shall be called back to work in the order of their seniority provided that they have the required qualifications and ability to do the work of the classifications available.
- c) Seasonal part-time persons shall receive the rate of pay of Maintenance Trainee until appointed to fill a vacancy with the City.

- d) Hours worked after 8 hours in any one day shall be considered overtime and paid at time and one half (1 ½) the maintenance trainee rate. The opportunity to work overtime shall be made available on an equal basis to those qualified employees in the respective operations who are qualified and willing to work overtime. Part-time persons may only work overtime once all employees in their respective operation have been given the opportunity.
- e) Part-time person's seniority will apply for future fulltime positions with the Employer. Permanent or fulltime employee will have priority for all postings. Article 19.01 – 19.02 – 19.03 – 19.04 – 19.05 – 19.08 shall apply for job posting.
- f) Seniority for Work Assignment  
The principle of seniority shall be applied for the assignment of work in all classifications.
- g) Part-time shall be paid 4% vacation pay or 1 day per month worked.
- h) Part-time persons shall be paid 6 statutory holidays, Article 23.04 shall apply.  
New Year's Day      Good Friday  
Canada Day      New Brunswick Day  
Labour Day      Christmas
- i) Article 6.00 – Union security shall apply for deduction of union dues.
- j) Article 7.00 – Discrimination
- k) Article 11.00 – Safety Measures
- l) Article 14.00 – Grievance
- m) Article 15.00 – Arbitration
- n) Article 20.00 – Suspension & Discharge
- o) Article 28.01 – Personnel Record
- p) Following a probationary period in the new classification, these persons shall be permitted to accumulate seniority on a credited service basis from their date of work as part-time seasonal person, and adjusted according to the weeks actually worked to establish a seniority date.
- q) It is understood by both parties that no other article of this collective agreement shall apply to part-time persons.
- r) Part-time employees hired to accomplish, in part, duties of bylaw enforcement and/or dispatcher may be required to work irregular hours of work.

- s) Part time pay for overtime – Part time employees will be allowed to bank a maximum of twenty-four (24) hours of overtime per calendar year. Such banked time may be either paid or taken as time off at the employee's discretion. Time off is to be scheduled at a time mutually agreed between the Employer and the employee. All overtime hours worked in excess of twenty-four (24) hours per calendar year shall be paid at the appropriate overtime rate of pay.
- t) Safety wear for part-time – Beginning January 1, 2007, the employer shall provide the sum of \$50 per fifty (50) weeks of work to part time employees towards the purchase of safety wear.
- u) A premium of \$0.75 per hour shall be paid for any hours a qualified part-time person operates a plow for the purpose of opening snow-blocked streets or keeping streets open during a snow storm. This does not apply to plowing for the purpose of widening streets or for plowing for snow removal operations.

### **3.03 Trial Period**

"Trial Period" is a period of time not to exceed two (2) months to determine an employee's ability in a new classification and/or department.

### **3.04 Probationary Employee**

"Probationary Employee" is a new employee whose probationary period shall be thirty (30) calendar days at the probation rate of pay plus ninety (90) calendar days at the rate of pay of the classification to which he/she was hired, irregardless of the number of hours worked in a superior classification; and provided that the employee has been working on a full time basis for the full one hundred twenty (120) calendar day probationary period.

The employer shall assess his/her performance during this period and termination shall not be subject to the grievance procedure.

### **3.05 Casual Labour**

The employer may engage persons from April 1st to November 15th as labourers on a casual basis to supplement the work force.

Casual persons shall not be subject to the collective agreement for permanent employees, probationary employees or part-time (seasonal) persons.

Such persons may operate small equipment, machinery and one-ton trucks.

Articles 6.01 and 13.01 do not apply to casual.



## **ARTICLE 4. CORRESPONDENCE**

### **4.01 Correspondence**

All correspondence arising out of this agreement or incidental thereto shall pass to and from the Chief Administrative Officer or his/her designate, and the Secretary of the Union.

## **ARTICLE 5. RESOLUTIONS AND REPORTS**

### **5.01 Resolutions and Reports**

Copies of all motions, budget cuts and restraints, resolutions and bylaws or rules and regulations adopted by the Council which directly affect the application of the agreement will be made available to the Union upon request.

Where possible, matters of policy affecting the conditions of employment shall be communicated by the Employer to the Union in time to afford the Union a reasonable opportunity to consider them and if deemed necessary, of referring the matter to the Labour Management Committee.

## **ARTICLE 6. UNION SECURITY**

### **6.01 All Employees to be Members**

All employees, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. All future employees 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.

### **6.02 Check Off**

The Employer shall deduct any dues, initiation fees, or assessments levied, in accordance with the Union Constitution and Bylaws. The Union shall hold the Employer harmless from any suits or demands made by virtue of the operation of this article.

### **6.03 Deductions**

Such deductions shall be forwarded to the Secretary-Treasurer of the Local Union #76 within five (5) working days of each pay period, together with a list of names and classifications from whom deductions have been made, including all additions and deletions.

### **6.04 Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Employer shall type the amount of union dues paid by each union member in the previous year on said slips.

## **ARTICLE 7. DISCRIMINATION**

### **7.01**

The Union and the Employer agree that employees shall be supervised in a fair manner and that there will be no discrimination practised or exercised in respect to marital status, race, religion, sex or age.

## **ARTICLE 8. LABOUR MANAGEMENT RELATIONS**

### **8.01 Labour Management Relations Representatives**

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

### **8.02 Technical Information**

The Employer shall make available to the Union, on request, information required by the Union, such as job descriptions, wage rates, positions in the Bargaining Unit, job classifications, current weekly overtime list, financial and actuarial information pertaining to pension and welfare plans and other cost detail documents that are related to collective bargaining.

## **ARTICLE 9. LABOUR MANAGEMENT COMMITTEE**

### **9.01**

#### **a) Establishment of Committee**

A Labour Management Committee shall be established consisting of four (4) representatives of the Union and four (4) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved services to the public and job security for the employees.

#### **b) Committee Chairperson**

A representative of the Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

c) **Committee Secretary**

The City Clerk, the CUPE Local Secretary or the Chief Administrative Officer shall act as secretary of the Committee and shall perform the functions stated in Article 9 on an alternating basis.

d) **Meetings of Committee**

The Committee shall meet every Third Thursday of the month at noon, unless mutually agreed upon otherwise. Employees shall not suffer any loss of pay for time spent attending Committee meetings.

e) **Minutes of Meetings**

Minutes of meetings shall be written by the Committee Secretary, signed by the joint chairmen and copies of same shall be sent to both parties within ten (10) days following the meeting.

**9.02 Function of Committee**

The Committee shall concern itself with the following general matters:

- 1) considering constructive proposals so that better relations shall exist between the Employer and the employees.
- 2) improving and extending services to the public.
- 3) reviewing suggestions from either party to this agreement, questions of working conditions and service (but not grievances concerned with service).
- 4) consider conditions causing grievances and misunderstandings.
- 5) promoting education and training.

**9.03 Attendance at Meetings**

The Department Heads involved in any matter(s) to be discussed at a meeting shall be advised twenty-four (24) hours in advance of such meeting, of the matter and shall be permitted to attend the said meeting. The servicing representative shall be permitted to attend said meeting at the request of the Local.

**9.04 Jurisdiction of Committee**

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

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

## **ARTICLE 10. SAFETY COMMITTEE**

### **10.01 Establishment of Committee**

- a) A Safety Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer.

- b) **Meetings of the Committee**

The Committee shall meet monthly at a mutually agreed time and place and employees shall not suffer any loss of pay for time spent attending committee meetings.

### **10.02 Functions of Safety Committee**

- 1) Promotion of safety and sanitary conditions.
- 2) Administration of WHSCC code.

### **10.03 Review of Accidents**

The Committee shall meet following the report of each accident or injury and shall review and report to both parties through the Safety Committee, the nature and cause of the accident or injury.

### **10.04 Time Off for Safety Training**

Union members of the Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend seminars within 100 km of Campbellton, N.B., sponsored by the New Brunswick Industrial Safety Council, with a maximum of three days per year. Members desiring to attend seminars shall request permission of their supervisors within 48 hours upon receipt of the circulated notice of the seminar.

### **10.05 No Disciplinary Action**

No employee shall be disciplined for refusal to work on a job or to operate any equipment which, in the opinion of the Safety Committee, is unsafe.

## **ARTICLE 11. SAFETY MEASURES**

### **11.01**

The Employer shall observe all reasonable precautions and provide all safety devices or appliances that may be reasonably required for the ample protection of employees. All employees shall cooperate with the Employer in the prevention of accidents and will, from time to time as the occasion requires, make such representations to the Employer as to the prevention of accidents as may be considered necessary.

### **11.02**

A First Aid Kit and Fire Extinguisher shall be supplied by the Employer to each mobile unit, and incoming and outgoing operators shall be responsible to see that they are replenished when unsealed.

## **ARTICLE 12. LIABILITY**

### **12.01**

In the event of any action being initiated against an employee by virtue of the performance of his employment duties, the City shall afford said employee the protection provided in the City's liability insurance.

## **ARTICLE 13. UNION SENIORITY**

### **13.01**

a) Union seniority is defined as the length of service while covered under the collective agreement. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.

b) **Seniority Part-Time Employees**

Part-time employees shall accumulate seniority from his/her date of hiring. Seniority shall be calculated from the days actually worked.

c) **Seniority List**

The employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union in January of each year.

### **13.02 Retention of Seniority Rights**

Should the Employer merge, sell, amalgamate or combine any of its operations or functions with another employer, the Employer agrees to make every reasonable effort to have the purchaser recognize the seniority rights of the employees.

### **13.03 Loss of Seniority**

An employee shall lose his general seniority if:

- a) he is discharged for cause, and is not reinstated;
- b) he quits or resigns;
- c) he is absent from work in excess of two (2) working days without notifying his supervisor unless the giving of such notice was not reasonably possible;
- d) he is laid off for a period longer than two (2) years. Seniority shall continue to accrue during any period of absence on leave authorized by the Employer.

(Superannuation regulations to apply).

#### **13.04 Seniority for Work Assignments**

Subject to the efficiency of the operation, the qualifications and abilities of employees, and the employer's training program to upgrade employees, the principal of seniority shall be applied for the assignment of work in all classifications.

### **ARTICLE 14. GRIEVANCE**

#### **14.01 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement or a case where the Employee or Employer has acted unjustly.

#### **14.02 Grievance Procedure**

##### **STEP I**

When an employee has a complaint he shall, within ten (10) working days of the incident which resulted in the complaint, and accompanied by the Shop Steward or Chief Steward, discuss the matter with the Department Head with the view to resolving the problem.

Failing resolution of the problem at the above mentioned meeting, the Shop Steward or Chief Steward shall submit the grievance in writing to the Department Head within five (5) working days stating the details of the grievance, the clause or clauses of the Collective Agreement deemed to have been violated and the redress sought. The Department Head shall reply in writing within five (5) working days.

##### **STEP II**

Failing resolution in Step I, the Chief Steward shall meet with the Chief Administrative Officer within five (5) working days with the view to resolving the problem, and the Chief Administrative Officer shall reply officially within ten (10) working days of such meeting.

##### **STEP III**

If the reply at Step II does not resolve the grievance, the parties shall jointly refer the matter to Grievance Mediation for resolution.

##### **STEP IV**

Failing resolution in Step III, the Chief Steward shall advise the Employer within ten (10) working days, in writing, that the matter will be referred to Arbitration.

#### **14.02 A) Employer Grievance**

##### **STEP I**

When the Employer has a grievance, written notice of same shall be forwarded to the Chief Steward stating the nature of the grievance and redress sought.

##### **STEP II**

Within seven (7) working days, the Chief Steward shall meet with the Chief Administrative Officer to discuss the matter with a view to resolving the problem.

##### **STEP III**

Failing resolution of the problem in Step II, the Employer may, within ten (10) working days, by written notice, refer the matter to arbitration.

#### **14.03 General Application**

When a dispute involving a question of general application or interpretation of the Collective Agreement occurs, or when the Union has a grievance, the matter shall be referred to Step II of Article 14.02 of the grievance procedure and shall be processed in accordance with that procedure.

#### **14.04 Grievance of Safety**

An employee or group of employees who believe they are being required to work under conditions which are unsafe and/or unhealthy, failing resolution under Article 10.05, shall have the right to file a grievance in the second step of the grievance procedure for preferred handling in such procedure and arbitration.

#### **14.05 Replies in Writing**

Replies to grievances shall be in writing in all stages.

#### **14.06 Facilities for Grievances**

The Employer shall supply the necessary facilities for grievance meetings.

#### **14.07 Supplementary Agreements**

Supplementary agreements pertaining to this agreement, if any, shall form part of this agreement and are subject to the grievance and arbitration procedure.

#### **14.08 Amending Time Limits**

Time limits fixed by this Article may be extended by mutual agreement, in writing.

#### **14.09 Time Limits**

If advantage of the provisions of this Article is not taken by any party within the time limits specified herein, the matter in dispute shall be deemed to have been abandoned and shall not be reopened.

#### **14.10 Representation**

At any step in the grievance process or a meeting concerning disciplinary action, an employee affected may act on his own behalf or through the Departmental Steward or Chief Steward, and at any stage may have a representative of the Canadian Union of Public Employees act on his behalf.

#### **14.11 Names of Stewards**

The Union shall notify the Employer in writing of the name of each steward and the department he represents, the name of the Chief Steward, and the names of the members of the grievance committee, within 30 days of the signing of the agreement.

#### **14.12 Permission to Leave Work**

- a) 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 and presenting adjustment 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 he 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 not be unjustly denied.

- b) The Employer also agrees that where permission has been granted to Union members to leave their work temporarily with respect to grievances, they shall suffer no loss of pay for the time so spent.

### **ARTICLE 15. ARBITRATION**

#### **15.01**

Upon notice pursuant to Article 14, the grievance shall be referred to the following Arbitrator by agreement between the parties: Rod Duguay

Should the parties not agree to the Arbitrator within two (2) weeks of notice of referral to arbitration, then the grieving party shall request the Minister of Advanced Education and Labour to appoint the Arbitrator.

#### **15.02**

The Arbitrator to whom the grievance has been referred shall arrange for an appropriate time and place for a hearing, which shall be held within thirty (30) days of the referral of the grievance to him.



### **15.03**

Should any of the Arbitrators be unwilling or incapable of acting or be unable to act within the time limit set out in Article 15.02, he shall be passed over for that grievance period.

### **15.04 Procedure**

The Arbitrator may determine his own procedure, but shall give full opportunity to all parties to present evidence and make representations to him. He shall hear and determine the difference or allegation and render a decision within twenty (20) days from the date of the hearing.

### **15.05 Expenses of the Arbitrator**

Each party shall pay one-half the fees and expenses of the Arbitrator.

### **15.06 Decisions of the Arbitrator**

The decision of the Arbitrator shall be final and binding and enforceable on all parties, but in no event shall the Arbitrator have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of any discharge or discipline grievance, by any arrangement which in his opinion he deems just and equitable.

### **15.07 Disagreement on Decision**

Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator to clarify the decision, which he shall do forthwith; and Article 15.05 shall apply.

### **15.08 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 the grievance procedure. Step I of the grievance procedure shall be omitted in such cases.

## **ARTICLE 16. HOURS OF WORK**

### **16.01 PUBLIC WORKS DEPARTMENT (STREETS)**

#### **(a) Day Shift**

i) Monday to Friday - 8 am to 12 Noon and 1 pm to 5 pm

#### **b) Winter Night Shift \***

Monday to Friday

Midnight to 4 am - 4:20 am to 8 am

\*The Winter night shift may be implemented at any time from December 1st to March 31st, subject to the following conditions:

i) The Shop Steward shall be notified in writing, one week in advance of the implementation date.

ii) Crews shall be rotated each week.

iii) Once implemented, the shift shall continue, without interruption, to the termination date.

c) **Summer Night Shift - Voluntary**

Sunday to Thursday

Midnight to 4 am - 4:20 am to 8 am

The summer night shift consists of a maximum of two (2) employees in each of the following classifications: Operator II, Operator I, Maintenance man, which may be implemented from June 1st to September 30th of each year in the Public Works Department; subject to the following conditions:

i) The Department Head has obtained a list of those employees in each classification who wish to rotate on the summer night shift.

d) **Breakfast Break**

The Employer shall provide a 30 minute breakfast break to be scheduled by the Department Head between an overtime night shift and a daytime regular shift.

**16.02 POLICE DEPARTMENT**

a) **Dispatchers**

Dispatchers shall work a cycle consisting of two (2) 7:30 am to 7:30 pm and two (2) 7:30 pm to 7:30 am consecutive shifts. The average work week for pay purposes shall be forty-two (42) hours, and shall include a seventy-five (75) minute lunch, from Monday to Friday, providing that no overtime costs are incurred. The dispatchers shall be replaced for lunch break by the Firefighter-Dispatchers. In the event the Firefighters-Dispatchers are not available, either the part time employee(s) hired as per article 3.02(r) or the By-Law enforcement officer shall replace.

b) **Police Clerks**

Monday to Friday

8 am to 12 Noon - 12:45 pm to 4:45 pm

c) **Bylaw Enforcement Officer**

The hours of work for the Bylaw Enforcement Officer classification shall be eight (8) hours per day, forty (40) hours per week and may include dispatcher duties. Such hours of work shall usually be scheduled between 8 am to 12 pm and 1 pm to 5 pm however the hours of work may also be occasionally scheduled irregularly. Such irregular hours of work shall not exceed 16 hours in any one week unless agreed to according to article 16.07. The Bylaw Enforcement Officer shall be notified of his work schedule at least one week in advance.

### **16.03 FIRE DEPARTMENT**

Firefighters & Firefighter-Dispatchers shall work a cycle of two (2) 7 am – 5 pm and two (2) 5 pm - 7 am consecutive shifts, averaged to 42 hours per week (for payroll purposes). A week in the Fire Department will begin at 7 am on Sunday and finish 7 am the following Sunday.

### **16.04 PURCHASING & INVENTORY DEPARTMENT**

- i) Monday to Friday - 8 am to 12 Noon and 1 pm to 5 pm

### **16.05 PUBLIC WORKS DEPARTMENT (WATER)**

- i) Monday to Friday - 8 am to 12 Noon and 1 pm to 5 pm
- ii) Public Work Department (Waste Water Treatment Plant)  
Monday to Friday - 8 am to 12 Noon and 12:30 pm to 4:30 pm

### **16.06 PUBLIC WORKS DEPARTMENT (RECREATION)**

- i) Monday to Friday - 8 am to 12 Noon and 1 pm to 5 pm

### **16.07 Other Regular Shifts**

Notwithstanding Article 16.01 and Article 16.02a), b) and c) Articles 16.03, 16.04, 16.05 and 16.06, other regular shifts may be arranged by mutual agreement between the Employer and Employee as required, in which case no overtime rates shall apply.

### **16.08 Shift Substitution**

Any employee may change his regular scheduled shift or day(s) off with the consent of his Department Head provided such an arrangement is made at least twenty-four (24) hours before such change, at no extra cost to the Employer.

### **16.09 Coffee Break**

The Employer shall provide to each employee a fifteen (15) minute Coffee Break, as scheduled by the immediate supervisor, both in the first and second part of each shift. The 15 minute break shall include travelling time.

## **ARTICLE 17. OVERTIME**

### **17.01 Overtime Defined**

Overtime means all hours worked outside the normal work day shift provided that the employee was on duty for the previous shift, commencing 20 minutes after the regular work day shift or commences from call in time providing that he/she reports for duty within 20 minutes.

### **17.02 Pay for Overtime**

All time worked outside the normal work day or work week shall be paid for at time and one-half (1 ½) or time and one-half (1 ½) off or any combination of salary and time off.

### **17.03 Call-in Overtime**

A minimum of three (3) hours shall be paid at overtime rates for all call-in overtime.

### **17.04 Single Assignment**

When an employee is called in to perform a specific job and he completes his job within a short time (under 3 hours) and he is then assigned another job, not the original call-in, but a distinctly different and separate job, he is to be paid a separate call for each different and separate job.

### **17.05 Voluntary Overtime**

The opportunity to work overtime shall be made available on an equal basis to the senior qualified full-time employees, then to the part-time employees in the respective operations, then overtime shall be made available to the senior qualified full-time employee of all other operations or departments who are willing to work overtime.

Part-time employees will be allowed to complete their assignment to a maximum of one (1) hour during lunch hour and for a maximum of one (1) hour at the end of the workday to wrap up their assignment.

In the event that said employee(s) are unavailable or do not desire to work overtime, the Employer shall engage the necessary forces from any source, including management personnel, at the rate of such forces, but no employee shall be laid off as a result of the hiring of outside forces to work overtime.

The Department Head, Foreman or Supervisor's statement that one phone call was made to the employee's place of residence shall be considered and accepted as an honest attempt to contact the said employee for the purpose of this article. This article supercedes Article 2.03.

Employees called who refuse overtime hours shall be credited with those hours in considering the distribution of overtime opportunities.

## **ARTICLE 18. PAY ADMINISTRATION**

### **18.01 Pay Day**

All employees of the Employer covered by this agreement will be paid every second Thursday.

### **18.02 Police Department**

After being declared permanent, Dispatchers in the Police Department shall be promoted to Dispatcher Trainee and shall be automatically promoted at the end of each ensuing 18 month period to Dispatcher II, III and IV.



### **18.03 Employees Performing Superior Duties**

- a) When an employee is required to perform functions and duties of any person in a position superior to that occupied by him for any reason after forty (40) accumulated hours in any one year period, he shall receive the rate of pay regularly paid for that classification and on the termination of the superior function or duty, the employee's salary shall revert to his regular rate of pay.
- b) When an employee is assigned a position paying a lower rate, his rate shall not be reduced.

### **18.04 Snow Plowing Premium**

A premium of \$.75 per hour shall be paid for any hours a qualified employee operates a plow for the purpose of opening snow-blocked streets or keeping streets open during a snow storm. This does not apply to plowing for the purpose of widening streets or for plowing for snow removal operations.

### **18.05 License Fees**

The Employer shall pay Tradesman and Professional License Fees for an employee who, as a condition of his employment is required to be licensed, with the exception of drivers' licenses as issued by the Motor Vehicle Branch.

### **18.06 Wage Appendix**

Wages for all employees within the classifications covered by this agreement shall be as per attached schedule to be known as Appendix "A" and shall form part of this agreement.

### **18.07 On Call Provisions**

When an employee is advised that he/she is "on call", that is immediately available by telephone contact, he/she shall be paid straight time wages in accordance with the following schedule:

Monday to Friday inclusive – 2 hours pay per day  
Friday, Saturday, Sunday – 10 hours  
Saturday, Sunday, Holiday – 12 hours

All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with Article 17 Overtime, of this agreement.

An employee may leave his/her employment and return home when an employee has completed the work for which he/she was called.

On Call Duty shall be equally divided among the qualified.



#### **18.08 Heavy Equipment Driver's Licenses**

All employees operating heavy equipment shall possess a minimum valid Class 3 driver's license as issued by the Motor Vehicle Act of the Province of New Brunswick. In addition, Equipment Operator II shall possess a valid Class 1 drivers' licence issued by the Motor Vehicle Act of the Province of New Brunswick.

#### **18.09 Training Allowance**

A premium of \$2.00 per hour over and above their regular rate shall be paid to employees for hours spent to prepare and present training sessions to other employees. The City Engineer and/or Department Head will inform the employee when training sessions are required. Such training shall be on a voluntary basis.

### **ARTICLE 19. VACANCIES AND NEW POSITIONS**

#### **19.01 Job Postings**

When a vacancy occurs inside the Bargaining Unit, the Employer shall, within 30 days of the vacancy, post on bulletin boards in all departments, a notice concerning the job in the department affected. All vacancies occurring or new positions created in the Bargaining Unit shall be advertised and posted on bulletin boards in a conspicuous place stating the nature of the position and the date of closure for applications. Such vacancies may be temporarily filled until a permanent appointment is made. All applications must be made in writing and addressed to the Chief Administrative Officer. Notice for new positions or vacancies shall be posted for a period of ten (10) working days; it will then be up to management to appoint a new employee. Within thirty (30) calendar days of the close of the competition, notice shall be posted for a minimum of seven (7) calendar days of the name of the successful candidate. Such notice shall also be sent to the Local. The Employer agrees that where a job is posted it will be filled pursuant to Article 19.04.

#### **19.02 Information of Postings**

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range.

#### **19.03 No Outside Advertising**

Except for management positions, no outside advertising for additional employees shall be made until present employees have had full opportunity to apply.

#### **19.04 Method of Making Appointments**

In making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority, and having the required qualifications and ability, with preference being given on the following basis:

- 1) first to applicants in the Bargaining Unit;

- 2) in cases of promotion requiring higher qualifications or certification, the Employer shall give consideration to the senior employee who does not possess the required qualifications but is preparing for qualification prior to filling the vacancy. (This period shall not exceed six (6) consecutive months.)
- 3) existing classifications shall not be eliminated without prior agreement in writing with the Union.
- 4) the Employer accepts the principle of promoting from within.

The following classifications shall have to meet the bilingualism requirement: Bylaw Enforcement Officer, Dispatcher, Police Clerk and Trainee.

#### **19.05 Trial Period**

When an employee fills a vacancy or a higher rated classification or a new position, the employee shall be on a trial period until considered qualified by the Employer. The trial period shall not exceed two (2) months of experience on the job. If the employee proves unsatisfactory during the aforementioned trial period or if the employee is unable to perform the duties of the new position, he shall be returned to his former position and salary without loss of seniority and any other employee promoted or transferred because of the rearrangement of positions shall be returned to his former position and salary without loss of seniority. Conditional on satisfactory performance, appointment to the position shall become permanent after the trial period.

#### **19.06 Union Notifications**

The union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment of all employees covered by this agreement within 10 working days of the occurrence.

#### **19.07 New Classifications**

The wages to be paid for any new classifications created within the Bargaining Unit during the life of this agreement shall be negotiated by the parties herein. Such negotiations to start within thirty (30) calendar days of the creation of such classification. If the parties cannot reach an agreement, the matter shall be referred to binding arbitration for settlement.

#### **19.08 Transfers**

- a) No employee shall be transferred to a position outside the Bargaining Unit without his consent. In the event that such a transfer occurs, the employee shall have the right to return to his former classification and department in the Bargaining Unit within sixty (60) days of the date of the transfer or six (6) months from a management position.
- b) When an employee, by resolution of the Employer, is transferred from one department to another, he shall not lose his seniority or his rate of pay.

## **ARTICLE 20. SUSPENSION AND DISCHARGE**

- 20.01** Disciplinary action shall mean any action taken by the Employer against an employee which results in any of the following;
- (a) verbal or written warning
  - (b) financial penalty
  - (c) suspension with or without pay
  - (d) demotion
  - (e) discharge
- 20.02** No employee who has completed his probationary period shall be disciplined except for just cause.
- 20.03** When an employee is disciplined by suspension, discharge or a financial penalty, the employee has the right to receive such discipline in the presence of either a shop steward or a member of the local union executive, if either is available. At that time, the employee will be advised of the reasons for such disciplinary action. The employer shall, within seven (7) calendar days thereafter, give written particulars of such disciplinary action to the employee involved. A copy shall be given to the Local.
- 20.04** Where an employee alleges that he has been disciplined by suspension, discharge or financial penalty in violation of article 20.02, he may within ten (10) days of the date he was notified in writing invoke the grievance procedure at the final level including adjudication as set out in this Agreement.
- 20.05** Where it is determined that an employee has been disciplined in violation of article 20.02, that employee shall be immediately reinstated in his former position without loss of seniority, salary or any other benefit which would have accrued to him if he had not been disciplined.
- 20.06** When a formal assessment of an employee is done, the employee concerned must be given an opportunity to sign the forms to indicate that its contents have been read and understood. The employee's signature will signify that he has read and understood the assessment and will not be evidence that he agrees or disagrees with the assessment. Upon request, a copy of this assessment shall be given to the employee. Formal assessments are not disciplinary in nature.
- 20.07** The employer agrees not to introduce as evidence in a hearing, relating to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware.
- 20.08** A record of disciplinary action shall be removed from the file of an employee after the expiration of a period of eighteen (18) months after the disciplinary action has been taken.



**20.09** Upon request an employee shall be given an opportunity to read and make a copy of any document in his personal file relating to an assessment of his conduct, work performance and warnings. The employee shall, if he so requests, be accompanied by a Local representative.

**20.10** Where a written reprimand is placed against the record of an employee, one (1) copy shall be initialled by the employee as the Employer's receipt and shall be placed in the employee's personal file and the original shall be given to the employee.

## **ARTICLE 21. LAYOFF AND RECALL**

### **21.01 Layoff and Recall**

Both parties to the agreement recognize that job security should increase in proportion to the length of service with the Employer. Therefore in the event of layoff due to a shortage of work within the Department, employees shall be laid off in the reverse order of their seniority, provided that the senior employee has the required qualifications and ability to do the work available in the classification occupied by a junior employee.

There shall be one (1) work week of grace during the time the "bumping procedure" between classifications may take place.

No employee shall be laid off without one (1) month's notice by the Employer except in the case where the junior employee is bumped by another employee, in which case the employee affected will have one (1) week's notice.

Employees shall be called back to work in the order of their seniority provided that they have the required qualifications and ability to do the work of the classifications available.

No new person(s) shall be hired until those laid off have been given employment provided that they have the required qualifications and ability to do the available work.

## **ARTICLE 22. VACATIONS**

### **22.01 Eligibility for Vacation**

Effective January 1st, 1996, new employees (hired after January 1st, 1996) shall earn vacation credits of one (1) day per month for each month of service until they have accumulated 24 months service, and shall be granted two weeks vacation and two floaters with pay each year in which they have accumulated twelve (12) credits. Article 23.02 shall not apply during this period.

- a) Employees who have been continuously in the employ of the City for a period of twenty-four (24) consecutive months shall receive three (3) weeks vacation with full pay.

- b) All employees after sixty (60) months continuous service shall receive four (4) weeks vacation with full pay.
- c) All employees after one hundred and eighty (180) months of continuous service shall receive five (5) weeks vacation with full pay.
- d) All employees after two hundred and forty (240) months of continuous service shall receive six (6) weeks vacation with full pay.
- e) All employees after three hundred (300) months of continuous service shall receive seven (7) weeks vacation with full pay.

#### **22.02 Vacation Scheduling**

- a) Employees shall make written application for annual vacation to the Department Head on or before April 30th each year. Approval of requested dates shall be subject to, firstly, the efficient operation of the department, then upon the seniority of the applicant.

In any event, each employee shall be entitled to a minimum of two (2) consecutive weeks and/or two (2) complete work cycles of his earned vacation from the final week of June to the first full week of September inclusive.

- b) Employees who have not submitted requests on or before April 30th shall be assigned vacation dates by the Department Head prior to June 15th, and the employee shall be advised of his scheduled vacation period(s).
- c) In the event of an emergency as defined by the Employer, vacation periods may be changed by the Department Head.
- d) After April 30<sup>th</sup>, written application for time off to the Department Head shall be made on a first come first serve basis.

#### **22.03 Sick Leave During Vacation**

Sick leave shall be substituted for vacation where an employee can provide a medical certificate for the day(s) he was sick, subject to the review and approval of the Disability Board of the City of Campbellton.

#### **22.04 Statutory Holidays During Vacation**

If a statutory 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. This shall not apply to the Police Dispatchers, Firefighters or Firefighter-Dispatchers. (See Article 23.03b) and c))

### **22.05 Payment in Lieu of Annual Vacation**

Each year, employees shall take the minimum of two (2) consecutive weeks vacation at one time and employees requesting payment in lieu of all or any part of the balance of earned vacation shall make application, in writing, to the Chief Administrative Officer or his alternate on or before April 30th each year for such payment.

Payment for the period worked in lieu of vacation shall be made immediately prior to commencement of the two (2) consecutive weeks of vacation.

### **22.06 Vacation Pay Act**

Employees with less than twenty-four (24) consecutive months of service shall receive vacation pay at the rate of one (1) day per month worked, or as per the Vacation pay Act, upon termination of employment.

### **22.07 Work on Annual Vacation**

An employee shall not be forced to work while on his annual vacation period, but should an employee agree to work when requested while on his annual vacation period, he shall be paid double time plus another vacation day for each day in which he performed any work.

### **22.08 Holiday Scheduling for Fire and Police Departments**

Christmas and New Year's vacation periods shall not be approved based on seniority. Starting January 2011 and for further Collective Agreements, choice for Holidays shall be cycled between each of the three employee groups as follows:

- Year 1 and every 3 years after:
  - 1<sup>st</sup> choice            - Dispatchers
  - 2<sup>nd</sup> choice           - Firefighter/Dispatchers
  - 3<sup>rd</sup> choice           - Firefighters
  
- Year 2 and every 3 years after:
  - 1<sup>st</sup> choice           - Firefighter/Dispatchers
  - 2<sup>nd</sup> choice           - Firefighters
  - 3<sup>rd</sup> choice           - Dispatchers
  
- Year 3 and every 3 years after:
  - 1<sup>st</sup> choice           - Firefighters
  - 2<sup>nd</sup> choice           - Dispatchers
  - 3<sup>rd</sup> choice           - Firefighter/Dispatchers

If an employee happens to be scheduled for both Christmas and New Year, that person is only entitled to book one of them, not both.

The holiday not taken would then fall to the next employees turn, as per the rotation.

If an employee is not scheduled to work Christmas and New Year during his/her rotation, the next closest block of shifts during these holidays would fall under the rotation at that time.

The City reserves the right to terminate *Article 22.08 Holiday scheduling for Fire and Police Departments* at the end of this contract, for cause of repeated use of disability days in lieu of vacation during the Christmas period (from December 21 to January 4 of each year).

Vacation days taken in the New Year shall be taken from the New Year's vacation days.

## **ARTICLE 23. STATUTORY HOLIDAYS AND FLOATERS**

### **23.01**

- a) Statutory Holidays mean all public holidays, namely: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, New Brunswick Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and all other holidays proclaimed by Federal or Provincial authorities, or the Campbellton City Council.
- b) If a Statutory Holiday falls on a Saturday or Sunday, the following Monday shall be observed as the said holiday.

### **23.02 Floaters**

- a) Four (4) days to be known as "Floaters" (to be taken as individual days or in a block) will be granted without loss of pay or seniority upon twenty-four (24) hours advance notice and approval of the Department Head all employees in the Public Works Department, the Purchasing & Parts Department, the Police Clerks and Bylaw Enforcement Officer, who have been continuously in the employ of the City for a period of twelve (12) consecutive months provided that they are not taken contiguous to annual prime time vacation time. In the case of emergency the 24 hour notice requirement shall be waived.
- b) Two (2) days to be known as Floaters (to be taken as individual days or in a block) will be granted without loss of pay or seniority upon twenty-four (24) hours advance notice and approval of the Department Head to the Dispatchers, Fire Fighters and Fire Fighters Dispatchers, who have been continuously in the employ of the City for a period of twelve (12) consecutive months provided that they are not taken contiguous to annual prime time vacation time. In the case of emergency the 24 hour notice requirement shall be waived.

This "floater" can not be sold.

### **23.03 Compensation for Statutory Holidays and Floaters**

- a) Employees of the Public Works Department, the Purchasing and Inventory Department, the Police Clerks shall receive eight (8) hours pay at their regular hourly rate for statutory holidays & floaters. These employees, if called in to work on these days, shall be paid one (1) day's wages at their regular rate of pay plus wages at the rate of one and one-half (1 1/2) times their regular rate of pay for each hour or part of an hour worked on such holiday.
- b) **Fire Department**  
Firefighters and "Firefighter-Dispatchers" shall be compensated for statutory holidays and floaters in the following manner:
  - 1) One extra cycle of vacation each year in either the first or last third of the year on a mutually agreed upon date.
  - 2) Two extra cycles of vacation, operations permitting, providing also that the requested option is made by April 30th each year.
- c) **Police Department**  
Dispatchers shall be compensated for statutory holidays and floaters in the following manner:
  - 1) One extra cycle of vacation in each of the first third and last third of the year.
  - 2) Third cycle to be taken at a time mutually agreed.

### **23.04 Statutory Holiday Pay**

To qualify for Statutory Holiday Pay, both part-time persons and employees of all departments, (save and except the Fire Department and Police Dispatchers) must work the scheduled working day or be on approved leave immediately prior to and immediately following the Statutory Holiday.

## **ARTICLE 24. LEAVE OTHER THAN ANNUAL VACATION**

### **24.01 Leave of Absence**

An employee desiring leave of absence without pay, excepting to be otherwise employed, may be granted such leave insofar as the regular operation of the department will permit, providing reasonable notice is given to the Head of the Department and the Chief Administrative Officer.

### **24.02 For Union Convention**

Two (2) days leave of absence without loss of pay or seniority and two (2) days leave of absence without pay but without loss of seniority shall be granted once each year by the Employer, upon written request from the Secretary of Local #76 to the Department Head, for two employees to represent Local #76 at a Union Convention.

Details of the convention such as the site, location, dates and times shall accompany the request which must be in writing and received at least two (2) weeks in advance of the convention.

#### **24.03 For Union Business (President)**

The Employer agrees that, where permission has been obtained from his supervisor, the Union President will be entitled to leave his work during working hours in order to carry out his functions under this agreement. Permission by the Supervisor shall not be unjustly withheld and the president shall suffer no loss of pay for the time so spent.

The Union President will be entitled each year to a maximum of four (4) days without pay to attend CUPE executive meetings within or outside the City.

The Union President, upon application shall be granted one year's leave of absence without pay or benefits but with no loss of seniority, to serve in a full time position with the national or provincial union body.

#### **24.04 To be Candidate for Public Office**

The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer shall grant leave of absence without pay and without loss of seniority so that an employee may be a candidate in a Federal or Provincial election.

#### **24.05 To Serve in Public Office**

An employee who is elected to public office shall be allowed leave of absence without pay and without loss of accrued seniority during his term of office.

#### **24.06 Bereavement Leave**

An employee shall be granted four (4) regularly scheduled consecutive work days leave without loss of pay and benefits, regardless of days off, in the case of death which occurs to a member of an employee's immediate family, providing that:

one of the days granted shall be the day of the funeral,

the employee is not absent because of the following reasons: sick leave, on compensation, under suspension, or any other leave of absence which may have been granted, other than vacation,

Immediate family is defined to be: spouse, child, brother, sister, mother, father, mother-in-law, father-in-law, grandparent or common-law spouse, brother-in-law and sister-in-law.

In the event of the death of an uncle or aunt, the employee affected shall be granted a one working day leave of absence.

In the event of death of any of the above-mentioned, the Employer shall grant the employee one additional day if the funeral is 160 km outside of Campbellton.

Bereavement leave may be substituted for vacation.

#### **24.07 Pallbearer**

One (1) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

#### **24.08 Child Care Leave**

a) **Service Requirement for Child Care Leave**

An employee shall qualify for maternity leave after completion of the probationary period. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

b) **Length and Seniority Status during Child Care Leave**

The Employer shall upon request grant an employee: who is the birth parent of a newborn or unborn child or who is adopting or has adopted a child, a leave of absence without pay of 37 consecutive weeks or shorter period as per the employee's request. When both parents are employees, both employees may share the leave. Total leave taken by both employees shall not exceed 37 weeks. The combined maternity leave of 17 weeks and child care leave of 37 weeks taken by one or both employees shall not exceed 52 weeks. The Employer shall not dismiss, suspend or layoff an employee during child care leave or for reasons arising from the leave alone. Seniority continues to accrue during the leave at the same rate as if the employee would have worked.

c) **Employer Payment of Employee Benefits during Child Care Leave**

During the period of maternity leave, the Employer shall continue to pay Blue Cross Benefits.

d) **Procedure Upon Return from Child Care Leave**

When an employee decides to return to work after maternity leave, she shall provide the Employer with at least two (2) weeks notice.

#### **24.09 Jury Duty**

The Employer shall pay any employee who is required to serve as juror or witness his full pay at his regular rate.

The employee shall turn over to the Employer payment received to serve as a juror excluding expenses.

#### **24.10 Time Off for Voting**

Employees shall on Provincial, Municipal or Federal Election Days be allowed time for voting in accordance with the New Brunswick and Dominion Elections Acts respectively, and no deductions shall be made from their pay on that account (3 consecutive hours for a municipal election and provincial election and 4 consecutive hours for a federal election).

#### **24.11 Paternity Leave**

The employee shall be granted leave of absence, with full pay and benefits, for one (1) day, to be on the day of the birth of a child.

## **ARTICLE 25. WELFARE BENEFITS**

### **25.01 Pension and Disability**

In addition to the Canada Pension Plan, every eligible permanent employee shall join the City of Campbellton Employees' Superannuation Plan and the Disability Plan. The Employer and the Employees shall make contributions in accordance with the provisions of Bylaw No. A-6, A Bylaw Relating to Employee's Disability Plan and Bylaw No. A-7, A Bylaw Relating to Superannuation of Permanent Employees.

#### **a) Disability Plan - Short Term**

Providing an employee has sick leave to his credit:

- (1) In case of single days, an employee shall be paid for such single sick day, in accordance with Bylaw # A-6, to a maximum of two (2) days per year. A doctor's certificate will not be required in such.
- (2) In case of sick days two (2) days or more, an employee shall be paid in accordance with Bylaw # A-6, for all the regular working days he is on sick leave, provided that a doctor's certificate is presented.
- (3) The Employer has the right to investigate the use of sick leave and to require the employee to submit upon his return to work satisfactory medical evidence from a qualified medical practitioner. Such proof of illness shall be requested during the period of illness. This requirement shall not apply to the two (2) single sick days referred to above.
- (4) Sick banking standards for bridge benefits to Long Term Disability are twelve (12) days per year.
  - (i) Employees meeting or exceeding the sick banking standards shall be paid an incentive bonus (10%) according to the following formula:  

i.e.	18 days banked:	1.8 days pay.
	12 days banked:	1.2 days pay.

### **25.02 Eligibility for Pension**

Employees shall, upon reaching the age of retirement, retire in accordance with the terms and conditions of the City of Campbellton Pension Plan.

### **25.03**

#### **a) Retirement Allowance**

The Employer shall agree to pay each permanent employee, upon retirement, one (1) month's pay for every five (5) years of service or fraction thereof, to a maximum of six (6) months pay.



Retirement pay shall be paid at the same rate of pay as paid for regular time in the employee's permanent classification for the employee's last working period. Such payment to be made in a lump sum upon retirement and shall not be subject to deductions for group life insurance or City pension. This benefit shall not apply when an employee resigns from the service nor if he/she is dismissed for just cause.

The employee shall have the option of taking retirement allowance either in the form of retirement leave, or through lump sum payment upon retirement. Such lump sum payment may be deferred to the year following that in which the employee retires (subject to applicable Provincial or Federal legislation).

#### **25.04 Group Life Insurance**

All permanent employees shall participate in a Group Life Insurance Plan which shall provide the following benefits:

Life Insurance of three (3) times the employee's annual earnings, accidental death and dismemberment, and dependent coverage of \$5000 for spouse and \$2500 for each child. The Employee shall pay 100% of the costs.

#### **25.05 Health Plan**

- a) The Employer shall provide Health Plan and Dental Plan and pay in full all premiums associated with such plan. Plan structure shall be or equal to Blue Cross Plan Numbers 59-000, 59-001 and 59-002.
- b) Health Plan benefits of 25% will be paid by the City to any employee qualifying for early retirement up to age 65.

#### **25.06 Shift Workers/Disability**

- a) Notwithstanding Article 25.01, shift workers in the Fire Department and Police Department will be credited twelve (12) hours a month disability credits for a total of one hundred and forty-four (144) hours a year. All credits accumulated to December 31, 1978 will be converted in hours instead of days for employees of said departments.
- b) Notwithstanding Article 25.01, disability payments will be paid according to actual hours of work, not to exceed forty-two (42) hours a week. Sick leave hours and actual hours of work cannot exceed forty-two (42) hours.
- c) Notwithstanding Article 25.01, for purposes of calculating retirement benefits, a day will be comprised of 8.4 hours.

## ARTICLE 26. CLOTHING ISSUES AND ALLOWANCES

### 26.01

#### a) Public Works Department

Employees of the Public Works Department shall be supplied with the necessary leather mitts for sanding purposes, 2 pairs of summer coveralls or working pants, 1 pair of winter coveralls or working pants (the department head will determine when coveralls or working pants are required), 1 rain suit, 1 pair of rubber boots. Rubber and/or leather gloves will be supplied as necessary with another pair being issued only upon the return of the original pair. The mechanic and mechanic helper shall be supplied with three (3) pairs of summer coveralls or working pants.

- b) Employees assigned as snow-blower "pilots" shall be supplied with a thermo suit, thermo mitts and boots, renewable at the discretion of the Department Head.
- c) The mechanics will be supplied with a winter jacket.
- d) Employees of the paving crew shall be supplied with:
  - 3 shirts
  - 3 pairs of pants
  - Additional boot allowance

### 26.02 Police Department

Dispatchers and the Police Clerks shall be supplied with the following:

Female: 3 blouses and 3 skirts or slacks per year.

Male: 2 trousers and 3 shirts per year.

Bylaw Enforcement Officer shall be supplied with the following uniforms: Two (2) pairs of winter trousers, two (2) long sleeve shirts, one (1) pullover sweater and two (2) pairs of summer trousers and three (3) short sleeve shirts on alternate years, one (1) cap, jacket and winter coat every five (5) years.

### 26.03 Fire Department

- a) All employees of the Fire Department will be entitled to two (2) pair of winter trousers, with two (2) long sleeve shirts, one (1) pullover sweater and two (2) pairs of summer trousers and three (3) short sleeve shirts on alternate years, one cap, jacket and winter coat every five (5) years.

New employees, upon completion of the probationary period, will be entitled to a complete uniform.

b) **Turnout Gear**

All employees will be entitled to one 7 Oz. Nomex Firefighters Coat with detachable liner, one Safety Helmet, one pair of steel-toed and soled firefighter's rubber boots.

All City-supplied turnout gear shall not be marked on, defaced or painted to change colours. Said turnout gear must be returned to the City upon termination of employment with the City.

**26.04 Safety Wear**

The Employer shall provide the sum of \$100.00 per employee in the Public Works Department, the Fire Department, the Purchasing and Inventory Department and Bylaw Enforcement Officer and the sum of \$80.00 per year per employee in the Police Department, with the exception of the Bylaw Enforcement Officer.

Payment shall be made in the first or second pay period in March.

**26.05 Ordering of Clothing**

All orders of winter clothing shall be placed on or before August 31st and orders of summer clothing shall be placed on or before March 31st.

**26.06 H.E. Repairman Tool Allowance**

The Employer shall provide the sum of \$400 per year to the Heavy Equipment Repairman and \$75 per year to the Mechanic Helper to upgrade tools required for the trade. Payment to be made in the first or second pay period in March.

**ARTICLE 27. TRAINING PROGRAM**

**27.01 Training**

- a) A training program will be continued for all employees in the Fire Department until they have attained Journeyman status. It is understood that the City shall continue to have the right to use the Volunteer Brigade personnel.
- b) The Employer shall reimburse the cost of an academic or technical course approved by the Employer, subject to the following conditions:
  - 1) the course is work-related.
  - 2) the course is successfully completed.
  - 3) the employee remains in the employ of the City for five (5) years following training in Municipal Administration, otherwise reimburses 50% of the cost.
- c) The Employer shall re-imburse costs to Wastewater Treatment Plant Operators enrolled under the Department of Advanced Education and Labour Programs for Certification in their Trade, providing it does not interfere with the City's classification system or rates.

## **ARTICLE 28. CONTRACTING OUT**

### **28.01**

Should a permanent employee be displaced as a result of the Employer contracting out its services, every reasonable effort shall be made by the Employer to place the employee in another position within the City's work forces.

### **28.02**

- a) Permanent employees and part time persons shall not be laid-off nor suffer a reduction in working hours as a result of the Employer contracting out its services for the length of this contract.
- b) The City of Campbellton makes the following commitment relating to the use of Casual or Part-time persons engaged by the City periodically, that no casual or part-time persons shall fill the vacancy of a regular full time employee on staff December 31, 2004, unless the position has been won by a vacancy competition.

## **ARTICLE 29. TECHNOLOGICAL CHANGE**

### **29.01**

- a) In the event that the Employer should introduce methods or machines which require new or greater skills than are possessed by employees under the present methods of operation, such employees shall, at the expense of the Employer, be given a period not exceeding one (1) year to perfect or acquire the skills necessary to function in the new methods of operation. There shall be no change in the salary of any such employee during the training period other than normal classification increments and there shall be no reduction in pay should the employee be reclassified to a new Classification.
- b) In any event no employee being sixty (60) years old or over and having a minimum fifteen (15) years seniority shall be laid off or displaced unless provisions are made by the Employer to fully fund any pension shortfall, in accordance with Bylaw No. A-7, that would arise as a result of him/her not working to full term.

### **29.02 Disabled Employees**

In the event a permanent employee covered by this agreement has given good and faithful service to the Employer and is unable, due to advancing years or temporary disablement, to perform regular duties, consideration will be given for any light work available at the rate of pay of the classification to which he may be assigned.

## **ARTICLE 30. PICKET LINES**

### **30.01 Crossing Picket Lines During Strikes**

No employee shall be disciplined for failure to cross legal picket lines where there exist reasonable apprehensions of personal injury.

## **ARTICLE 31. NO STRIKE OR LOCKOUT**

### **31.01**

There will be no strikes, walkouts or lockouts during the life of this agreement.

## **ARTICLE 32. NEGOTIATING CONDITIONS**

### **32.01**

The Employer shall provide time off with pay for five (5) members of the Union Negotiating Committee for four (4) working days, otherwise time off without pay.

## **ARTICLE 33. COPIES OF AGREEMENT**

### **33.01**

It is the desire of the Employer and the Union that each employee become familiar with the provisions of this agreement and their rights and duties under it. For this reason, the Employer shall print the agreement within thirty (30) days of the signing and issue a copy to each employee and Employer. The cost will be borne equally by the Employer and the Union.

### **33.02 Term of Agreement**

This agreement shall be binding and remain in effect from January 1, 2011 to December 31, 2013 unless the parties mutually agree to extend the terms of the agreement.

### **33.03 Continuance of the Agreement**

- a) This agreement shall continue in force and effect until December 31, 2013, and shall continue thereafter until a new collective agreement is concluded.
- b) Both parties to this agreement shall adhere to the terms of this agreement during collective bargaining. Should negotiations extend beyond December 31, 2013, wage increases only which may be negotiated shall be retroactive to December 31, 2013.

## **ARTICLE 34 DRUGS, ALCOHOL AND EAP AT THE WORKPLACE**

The City of Campbellton and the Canadian Union of Public Employees Local 76 agree to work together towards promoting a drug and alcohol free work environment at the workplace as well as exploring the possibility of implementing a mutually suitable Employee Assistance Program.

## APPENDIX "A"

The following schedules apply to the Public Works, Water Department, Streets, Recreation, Workshop, Inventory Department, Police Department and Fire Department and form part of the Agreement between the City of Campbellton and C.U.P.E. Local #76 in effect January 1, 2011:

### PUBLIC WORKS

#### WATER DEPARTMENT

	<u>Date of Signing</u>	<u>Jan 1/11 (retro- active)</u>	<u>Jan 1/12</u>	<u>Jan 1/13</u>
Working Foreman	21.09	21.62	22.27	23.05
*Wastewater Treatment Plant Operator III	21.38	21.91	22.57	23.36
*Wastewater Treatment Plant Operator II	20.85	21.37	22.01	22.78
*Wastewater Treatment Plant Operator I	20.00	20.50	21.12	21.85
*Wastewater Treatment Plant O.I.T. – No certification	19.08	19.56	20.14	20.85
Water Treatment/Distribution Officer IV – 4 certifications	21.38	21.91	22.57	23.36
Water Treatment/Distribution Officer III – 3 certifications	20.54	21.05	21.69	22.44
Water Treatment/Distribution Officer II – 2 certifications	19.69	20.18	20.79	21.52
Water Treatment/Distribution Officer I – 1 certification	18.86	19.33	19.91	20.61
Chlorine Plant Operator	18.38	18.84	19.40	20.08
*Fitter	18.28	18.74	19.30	19.97
*Maintenance Man	18.27	18.73	19.29	19.96
Probationary	12.35	12.66	13.04	13.49
Maintenance Trainee	13.90	14.25	14.67	15.19
*Plus .30 cents per hour for "dirt pay"				

Different classifications require certifications pertinent to their field of work as determined by the Province and authorized by the Employer.

Employees required to assume Working Foreman duties on a temporary basis will be paid the Working Foreman rate or \$0.44 more per hour than their regular rate whichever is greater.

#### STREETS

	<u>Date of Signing</u>	<u>Jan 1/11 (retro- active)</u>	<u>Jan 1/12</u>	<u>Jan 1/13</u>
Working Foreman	21.09	21.62	22.27	23.05
Equipment Operator II	19.37	19.85	20.45	21.17
Bodyman	19.37	19.85	20.45	21.17
Equipment Operator I	18.59	19.05	19.63	20.31
Maintenance Man	18.27	18.73	19.29	19.96

Probationary	12.35	12.66	13.04	13.49
Maintenance Trainee	13.90	14.25	14.67	15.19

### RECREATION

	<u>Date of</u> <u>Signing</u>	<u>Jan 1/11</u> <u>(retro-</u> <u>active)</u>	<u>Jan</u> <u>1/12</u>	<u>Jan</u> <u>1/13</u>
Maintenance Man	18.27	18.73	19.29	19.96
Probationary	12.35	12.66	13.04	13.49
Maintenance Trainee	13.90	14.25	14.67	15.19

### WORKSHOP

	<u>Date of</u> <u>Signing</u>	<u>Jan 1/11</u> <u>(retro-</u> <u>active)</u>	<u>Jan</u> <u>1/12</u>	<u>Jan</u> <u>1/13</u>
Heavy Equipment Repairman - MVI	20.89	21.41	22.05	22.83
Heavy Equipment Repairman	20.00	20.50	21.12	21.85
Fleet Coordinator	19.23	19.71	20.30	21.01
Mechanic Helper	18.27	18.73	19.29	19.96
Probationary	12.35	12.66	13.04	13.49
Maintenance Trainee	13.90	14.25	14.67	15.19

## INVENTORY

	<u>Date of Signing</u>	<u>Jan 1/11 (retro- active)</u>	<u>Jan 1/12</u>	<u>Jan 1/13</u>
Clerk Stockman	19.23	19.71	20.30	21.01
Probationary	12.35	12.66	13.04	13.49
Maintenance Trainee	13.90	14.25	14.67	15.19

## POLICE DEPARTMENT

	<u>Date of Signing</u>	<u>Jan 1/11 (retro- active)</u>	<u>Jan 1/12</u>	<u>Jan 1/13</u>
Bylaw Enforcement Officer	18.76	19.23	19.81	20.50
Dispatcher IV	18.76	19.23	19.81	20.50
Police Clerk	19.93	20.43	21.04	21.78
Dispatcher III	18.49	18.95	19.52	20.20
Dispatcher II	18.19	18.64	19.20	19.88
*Dispatcher Trainee	17.65	18.09	18.63	19.29
Probationary	12.55	12.86	13.25	13.71

\*Levels are determined in accordance with Article 18.02 of this collective agreement.

## FIRE DEPARTMENT

	<u>Date of Signing</u>	<u>Jan 1/11 (retro- active)</u>	<u>Jan 1/12</u>	<u>Jan 1/13</u>
Firefighter A – Certified	20.16	20.66	21.28	22.03
Firefighter B – Certified	18.96	19.43	20.02	20.72
Firefighter C – Certified	18.52	18.98	19.55	20.24
Firefighter Trainee	17.65	18.09	18.63	19.29
Probationary (31 – 90 days)	17.65	18.09	18.63	19.29
Probationary (1 – 30 days)	12.35	12.66	13.04	13.49

Before a firefighter trainee can be promoted to Firefighter C - Certified or any other classification, he/she must attain all required certifications from the Province of New Brunswick plus the minimum regular hours of work as a Firefighter as stated below. Currently and subject to change by the Province, such certifications are; Driver/Operator, Firefighter Level 1 and Firefighter Level 2.

The following regular hours of work as a Firefighter at the Fire Department of the City of Campbellton are required before a firefighter can progress to the next higher paid classification;

Firefighter A - Certified:	>6,000 regular hours of work
Firefighter B - Certified:	4,001 – 6,000 regular hours of work
Firefighter C - Certified:	2,185 – 4,000 regular hours of work
Firefighter Trainee:	up to 2,184 regular hours of work
Probationary	(probationary period as per agreement)



Beginning January 1, 2007 and following 2,184 regular hours of work, a certified Firefighter may claim up to a maximum of one hundred and sixty (160) hours worked as a dispatcher for the City of Campbellton towards the regular hours of work above.

Firefighter-Dispatchers shall be paid the rate of pay of the level successfully completed in the Fire Department.

Certification shall be determined by the Department of Post-Secondary Education, Training and Labour.

Note: Firefighters employed as of December 31, 2006 will not be subjected to a reduction in wage rate because of the implementation of the new wage rates. Firefighter Pierre Arsenault will attain Firefighter A – Certified after 5,400 regular hours of work as per above.

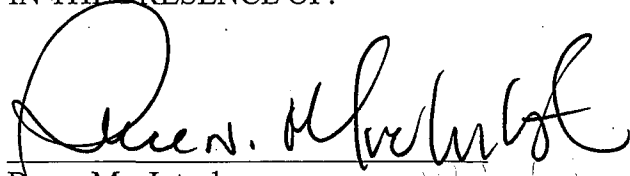
**Retro to be paid on a separate cheque.**

A handwritten signature and initials, possibly "JP" and "AS", are located in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and sealed at the City of Campbellton, in the County of Restigouche and Province of New Brunswick this 29 day of September, 2011.

ON BEHALF OF THE CITY OF CAMPBELLTON

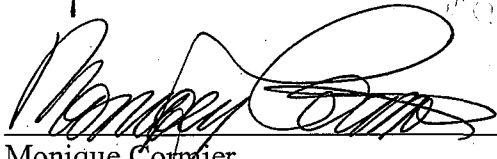
IN THE PRESENCE OF:



Bruce MacIntosh  
Mayor



Witness

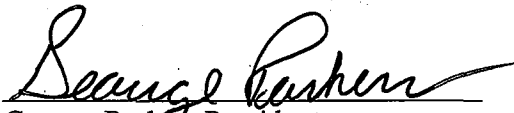


Monique Cormier  
City Clerk

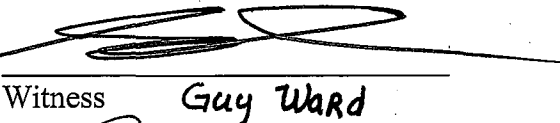
AND

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #76, C.L.C.

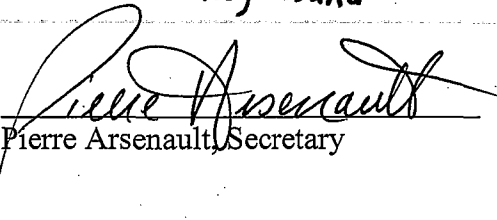
IN THE PRESENCE OF:



George Parker, President



Witness Guy Ward



Pierre Arsenault, Secretary

### Letter of Intent

Whereas a recent decision of the Federal Court Trial Division (docket: A-48-04-Public Service Alliance of Canada V. Her Majesty the Queen – dated January 6, 2005) will potentially impact all municipal CUPE employees working for the Police Department, the City of Campbellton is formally informing CUPE local 76 that the implementation of this decision shall be discussed with the affected parties if and when necessary.

Respectfully submitted,

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Manon Cloutier, CAO  
City of Campbellton

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Date

**Letter of Understanding**

WHEREAS the employer has seen its Blue Cross premiums for 2005 rise by 23.2% overall; and

WHEREAS the employer is requesting that a co-management approach be undertaken in an effort to control plan costs to the year 2004 benchmark as reference;

It is hereby understood by the parties as follows:

The parties agree to meet within 90 days of the signing of the Collective Agreement. The meeting will be held in the context of the parties negotiating committees and their mandate will be to find solutions to the escalating costs of the Blue Cross Health Benefit Package PD13A, including Dental Plan F. The assistance of the insurance company and required expertise will be requested to help achieve this goal. In the interim, the following implementation will be taken immediately:

- 1) co-pay to dispensing
- 2) remove over the counter drug
- 3) remove private rooms
- 4) dispensing prescriptions up to 90 days (if possible)
- 5) encourage the use of lower cost alternatives, while ensuring that higher cost drugs are available when required

ON BEHALF OF  
THE CITY OF CAMPBELLTON      AND

ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES,  
in LOCAL #76, C.L.C.

IN THE PRESENCE OF:

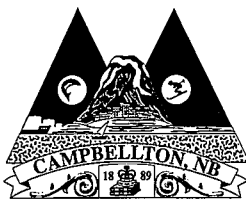
IN THE PRESENCE OF:

\_\_\_\_\_  
Mark Ramsay, Mayor

\_\_\_\_\_  
Pierre Arsenault, Vice-President

\_\_\_\_\_  
Monique Cormier, City Clerk

\_\_\_\_\_  
Ricky MacNaughton, Secretary



## RESOLUTION

BE IT RESOLVED by the Council of the City of Campbellton that the Mayor and City Clerk be authorized to sign the 2011-2013 Labour Agreement between the **City of Campbellton** herein called the employer and the **Canadian Union of Public Employees and its Local Employees Union #76** herein called the Union, for the period of January 1<sup>st</sup>, 2011 to December 31<sup>st</sup>, 2013, according to the terms and conditions negotiated by the respective parties and with the following rate increases:

EFFECTIVE: January 1, 2011 - 2.5 %

EFFECTIVE: January 1, 2012 - 3 %

EFFECTIVE: January 1, 2013 - 3.5 %

## RÉSOLUTION

IL EST RÉSOLU par le conseil municipal de Campbellton que le maire et la secrétaire municipale soient autorisés à signer la convention collective 2011-2013 entre la **Ville de Campbellton** appelé l'employeur et le **Syndicat canadien de la fonction publique et son syndicat n° 76**, appelé le syndicat, pour la période du 1<sup>er</sup> janvier 2011 au 31 décembre 2013, selon les conditions générales négociées par les parties et selon les augmentations salariales suivantes :

EN VIGUEUR le 1<sup>er</sup> janvier 2011 - 2.5%

EN VIGUEUR le 1<sup>er</sup> janvier 2012 - 3 %

EN VIGUEUR le 1<sup>er</sup> janvier 2013 - 3.5%

## CERTIFICATION

This is to certify that the above is a real and true copy of a resolution duly adopted at a Special Council Meeting of Campbellton City Council held on September 19, 2011.

Dated at Campbellton, NB, the 19<sup>th</sup> day of September 2011.

## CERTIFICATION

La présente est afin de certifier que la résolution ci-haut mentionnée est la véritable copie de celle qui fut dûment adoptée au cours de la réunion spéciale du conseil municipal de Campbellton tenue le 19 septembre 2011.

Fait à Campbellton, Nouveau-Brunswick, ce 19<sup>e</sup> jour de septembre 2011

Bruce N. MacIntosh

Mayor / Maire

Monique Cormier

City Clerk / Secrétaire municipale