

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF FREDERICTON

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL UNION NO. 1783

01 JANUARY 2015 TO 31 DECEMBER 2019

## TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE 1 - RECOGNITION AND APPLICATION.....	2
ARTICLE 2 - DEFINITIONS.....	2
ARTICLE 3 - MANAGEMENT RIGHTS .....	3
ARTICLE 4 - DISCRIMINATION.....	4
ARTICLE 5 - NO STRIKE OR LOCKOUT .....	4
ARTICLE 6 - UNION SECURITY.....	4
ARTICLE 7 - CHECK-OFF OF UNION DUES .....	5
ARTICLE 8 - CORRESPONDENCE.....	5
ARTICLE 9 - GRIEVANCE PROCEDURE .....	6
ARTICLE 10 - ARBITRATION .....	7
ARTICLE 11 - DISCIPLINARY ACTION .....	8
ARTICLE 12 - PERFORMANCE OBSERVATION REPORTS .....	9
ARTICLE 13 - HOURS OF WORK .....	9
ARTICLE 14 - OVERTIME .....	11
ARTICLE 15 - CHARTERS.....	11
ARTICLE 16 - STATUTORY HOLIDAYS .....	12
ARTICLE 17 - VACATION .....	13
ARTICLE 18 - SICK LEAVE .....	15
ARTICLE 19 - SICK LEAVE BANK.....	15
ARTICLE 20 - LEAVE OF ABSENCE.....	16
ARTICLE 21 - WORKERS' COMPENSATION .....	20
ARTICLE 22 - LAYOFF AND RECALL .....	21
ARTICLE 23 - SENIORITY .....	21
ARTICLE 24 - PROMOTIONS .....	22
ARTICLE 25 - JOINT CONSULTATION .....	23
ARTICLE 26 - SAFETY AND HEALTH.....	24
ARTICLE 27 - BENEFITS.....	25
ARTICLE 28 - INSURERS.....	26
ARTICLE 29 - PENSION PLAN.....	26

ARTICLE 30 - RETIREMENT ALLOWANCE .....	27
ARTICLE 31 - HARASSMENT .....	27
ARTICLE 32 - EMPLOYEE AND FAMILY ASSISTANCE COMMITTEE.....	28
ARTICLE 33 - MEDICAL EXAMINATION.....	28
ARTICLE 34 - CLOTHING .....	28
ARTICLE 35 - LOSS OF DRIVING PRIVILEGES.....	29
ARTICLE 36 - CONTRACTING OUT AND BARGAINING UNIT WORK.....	29
ARTICLE 37 - RESIDENCY .....	29
ARTICLE 38 - WAGES .....	30
ARTICLE 39 - RETROACTIVITY .....	30
ARTICLE 40 - DURATION AND TERMINATION.....	30
APPENDIX A - HOURLY RATES OF PAY .....	32
APPENDIX B - OPERATOR II.....	33

THIS AGREEMENT made and entered into this 23 day of March, 2016.

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

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1783, hereinafter called "the Union", of the Second Part.

#### PREAMBLE

WHEREAS it is the intention and purpose of the parties of this Agreement to maintain harmonious relations and settled conditions of employment between the Employer, the employees, and the Union, to improve the quality of the public service and promote the well-being of its employees to the end that the people of the City will be well and efficiently served; and furthermore that the Employer and the Union recognize the responsibility of their representatives and management personnel to assure the provisions of this contract and other matters mutually agreed between the Employer and the Union from time to time are upheld. To this end, to arrive at a formal basis for so doing. Accordingly, the parties hereto set forth certain terms and conditions of employment relating to pay, hours of work, safety, and other related terms and conditions of employment affecting employees covered by this Agreement.

**ARTICLE 1 - RECOGNITION AND APPLICATION**

- 1.01 The Employer recognizes the Canadian Union of Public Employees, Local 1783, as the sole and exclusive bargaining agent for all employees in the classifications listed in Appendix A attached, in accordance with voluntary recognition by the City of Fredericton.
- 1.02 No employee shall be permitted or required to make any written or verbal agreement with the Employer or his representative, which may conflict with the terms of this Collective Agreement.
- 1.03 If a new classification comes within the scope of the bargaining unit, the Employer shall notify the Local of such addition. Wage rates shall be negotiated between the parties hereto but all other conditions and terms of this Agreement shall apply. Should such negotiations fail to achieve agreement, the parties hereby agree to submit wage rates only to binding arbitration.
- 1.04 This Agreement applies to all employees who have completed the probationary period as set forth in the provisions of this Agreement and additionally with respect to an Operator II as set forth in Appendix B.

**ARTICLE 2 - DEFINITIONS**

- 2.01 Probationary Period - The probationary period shall be 1040 hours of scheduled or assigned work from the date of employment with the City of Fredericton Transit Department including the training period in an Operator classification.
- 2.02 Trial Period - When an employee transfers to another classification within the bargaining unit, he shall serve a trial period not exceeding six (6) months, and in the event that the employee proves unsatisfactory in the position during the trial period, or if the employee finds himself unable to perform the duties of the new position, he shall be returned to his former position at the salary applicable to that position at time of return without loss of seniority.
- 2.03 Permanent Employee means an employee who is filling a permanent position and has successfully completed the probationary period.
- 2.04 Spread Time is defined as the period of time an operator is required to work in covering shifts from the beginning of the first run until completion of the final run during any one day.
- 2.05 Operator I is a permanent employee who operates City Transit buses.

- 2.06 Operator II is a permanent employee who operates City Transit buses and is administered in accordance with the provisions of Appendix B.
- 2.07 Bid – a piece or pieces of work formatted to determine hours of work for a set period of time in accordance with the Collective Agreement.
- 2.08 Spare Work is work not formatted into bids; or bids vacated due to illness, vacations or leaves; or any other work outside the bidding process.
- 2.09 Relief Dispatcher is a permanent employee who covers for the dispatcher in his absence.
- 2.10 Where masculine is used in the Collective Agreement, the feminine shall apply equally.

### ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The parties hereto agree that it is exclusively the right of the Employer to manage its operations in all respects, except as specifically limited by the terms of this Agreement.
- 3.02 The Employer shall not exercise its rights to direct the work force in bad faith or in a discriminatory nor arbitrary manner.
- 3.03 The Employer has the right to make and to alter from time to time, rules and regulations to be observed by the employees, provided that no change shall be made by the Employer in such rules and regulations without two weeks prior notice and discussion with the Union. In no case shall changes to the rules and regulations be in conflict with the provisions of the Collective Agreement.
- 3.04 (a) Management shall provide proper training for all new employees during their training and probationary periods. Prior to the termination of an employee's probationary period, an evaluation shall be made of his ability to perform the required duties and responsibilities of the position.
- (b) The Employer agrees to develop and maintain an on-the-job training program and shall encourage all employees to participate in such a program.

**ARTICLE 4 - DISCRIMINATION**

- 4.01 The parties agree that there shall be no discrimination exercised or practised against either party by the other.

**ARTICLE 5 - NO STRIKE OR LOCKOUT**

- 5.01 The Union and the Employer agree that there shall be no strike by, or lockout of, members of the bargaining unit during the term of this Agreement.

**ARTICLE 6 - UNION SECURITY**

- 6.01 (a) Employer shall acquaint new employees - The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and the provision for dues deductions as provided in Article 7. The Employer will provide a Collective Agreement to all new employees.
- (b) Union Representative shall acquaint new employees – The Union agrees to meet with each new employee to acquaint them with the structure, benefits, and duties of union membership. A maximum of fifteen (15) minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.
- (c) The Employer shall notify in writing newly hired employees within the bargaining unit of their employment status. In the case of a temporary employee, the notice shall indicate the expected duration of employment. Information concerning the status of an employee shall be forwarded to the Union within two (2) weeks from initial hiring of such employee.
- (d) **The employer will provide to the Union, annually upon request, a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, and home and/or cell telephone numbers, subject to availability.**
- 6.02 Shop Steward - The employees shall have the right to appoint two (2) shop stewards for each general classification. The shop steward will be given reasonable time off from his work without loss of pay to service a grievance provided such time off is allowed by management. Such request for time off shall not be unreasonably refused.
- 6.03 Bulletin Boards - The Employer will provide a bulletin board in a central location as well as in each separate employee lunch and locker room upon which notices may be posted for the information and interest of employees. Any

notices posted by the Union shall be signed by a duly authorized officer of the Union.

- 6.04 Representative of National Union - The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

#### **ARTICLE 7 - CHECK-OFF OF UNION DUES**

- 7.01 The Employer agrees to deduct regular monthly union dues from the wages due every employee in the bargaining unit. These deductions shall be included on the employees T4 at year-end.
- 7.02 The sums deducted pursuant to this article shall be remitted to the designated official of the Union prior to the 15th day of the month following the month in which the deductions were made. The Union will keep the Employer advised of the name and address of its designated official.
- 7.03 Before the Employer is obliged to deduct any amount under this article, the Union must advise the Employer in writing of its regular monthly dues. The amount so advised shall continue to be the amount deducted under this article until changed by a further written notice to the Employer signed by the designated official of the Union, after which such changed amount shall be the amount to be deducted and so from time to time.
- 7.04 The sums deducted under this article shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union and the sum so deducted from non-members of the Union shall be treated as their contribution towards the expenses of maintaining the Union.
- 7.05 The Union agrees to indemnify and save the Employer harmless of any liability or action arising out of the operation of this article.

#### **ARTICLE 8 - CORRESPONDENCE**

- 8.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Transit Manager and the Secretary and the President of the Union. All correspondence from the City concerning grievances shall be directed to the Secretary of the Union, the Chief Shop Steward and the President.
- 8.02 The Union shall keep the Employer advised as to the name and address of the Secretary of the Union.



**ARTICLE 9 - GRIEVANCE PROCEDURE**

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

9.02 The Parties acknowledge the benefit of prompt and effective resolution of grievances and agree that grievance mediation is one method to accomplish this. It is therefore agreed the Grievance Mediation Process adopted by the Municipal Sector Labour/Management Decision-Makers Committee on **1998 March** may be utilized at any step of the Grievance Procedure.

9.03 Where an individual or general policy grievance is alleged, the following procedure shall apply:

Step One - Within ten (10) working days after the alleged grievance has arisen, the grievance shall be presented, in writing, to the Transit Manager. He will, with mutual agreement, convene a meeting to discuss the grievance. If a reply or satisfactory settlement is not received within ten (10) working days from the date upon which the grievance was presented to the Transit Manager, the grievance may proceed to Step Two.

Step Two - Within ten (10) working days from the expiration date referred to in Step One, the grievance may be presented in writing to the City Administrator. Within ten (10) working days of the receipt of the grievance, the City Administrator, or his designate, will convene a meeting with the grievance committee, the grievor and any other person having knowledge of the matter that is the subject of the grievance. If a reply or satisfactory settlement of the grievance is not received within ten (10) working days of the meeting, the grievance may be referred to arbitration, as provided for in Article 10, within twenty (20) working days from the date on which a reply or satisfactory settlement of the grievance should have been received.

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

9.04 The Employer or the Union shall have the right to file a general policy grievance concerning any matter giving rise to a dispute between the Union and the Employer which shall be filed with the President of the Union or Transit Manager, as the case may be, at Step One of the grievance procedure. Thereafter the aggrieved party may proceed to Step 2 of the

grievance procedure and within twenty (20) working days if a satisfactory resolution of the grievance is not achieved, proceed directly to arbitration.

- 9.05 The parties may mutually agree to extend the time limits specified herein.
- 9.06 In the processing of any grievance an employee affected will have the assistance of a shop steward, a representative of the Canadian Union of Public Employees or a solicitor.
- 9.07 No grievance shall be defeated or denied by any formal or technical objection.

#### ARTICLE 10 - ARBITRATION

- 10.01 Whenever a dispute arises between the parties as to the interpretation, application, administration, or with respect to an alleged violation of this Agreement, and the same cannot be settled by the grievance procedure, the dispute shall be referred to a Board of Arbitration constituted pursuant to the provisions of Section 55 of the Industrial Relations Act.
- 10.02 In any case, including cases arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the Arbitrator or Board of Arbitration shall have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege, as the Board may determine appropriate to finally settle the issues between the parties, and may give retroactive effect to its decision. However, the arbitration board shall not have the power to modify, alter or amend this Agreement.
- 10.03 When either party requests that a grievance be submitted to arbitration, such request shall be in writing to the other party and shall include the name of the person appointed to the arbitration board by the party giving the notice. Within ten (10) working days thereafter the other party shall respond, giving the name and address of its nominee to the arbitration board. The two nominees shall then select a chairperson and this shall constitute the Arbitration Board.
- 10.04 If the recipient of the notice in 10.03 fails to appoint a nominee, or if the two nominees fail to agree upon a chairperson within seven (7) working days of the appointment of the second nominee, the Minister of Post Secondary Education, Training and Labour of New Brunswick shall appoint a chairperson upon the request of either party.
- 10.05 The Board may determine its own procedure, but shall give full opportunity to the parties to present evidence and make representation to it. It shall attempt to hear the grievance and render a decision within three months from the time the Chairperson is appointed.

- 10.06 Should the parties disagree about the meaning of the arbitration award, either party may apply to the Chairperson of the Board to reconvene the Board to clarify the decision, which he/she shall do expeditiously.
- 10.07 The time limits fixed in both the grievance and the arbitration procedure may be extended by the consent of the parties to this agreement.
- 10.08 Each of the parties to this agreement shall pay one-half (1/2) the remuneration and expenses of the Chairperson of the Arbitration Board.

#### **ARTICLE 11 - DISCIPLINARY ACTION**

- 11.01 Disciplinary action shall mean:
- (a) written reprimand or warning;
  - (b) suspension with or without pay;
  - (c) discharge or dismissal.
- 11.02 No employee shall be disciplined except for just cause. Where the Employer or an Employer representative intends to meet with an employee for the purpose of discussing impending disciplinary action as per Article 11.01, the employee shall be given reasonable notice of such meeting in order that he may have the opportunity to invite a Union representative to attend such meeting.
- 11.03 Where an employee is disciplined, the Employer shall, within three (3) working days of the disciplinary action, notify the employee in writing by registered mail or personal service stating the reasons for the disciplinary action and shall forward a copy of the letter to the Secretary of the Union, the Chief Shop Steward and the President.
- 11.04 Where an employee alleges that he has been disciplined in violation of 11.03, he may within ten (10) working days of the date he was notified in writing invoke the grievance procedure, including arbitration, as set forth in this Agreement.
- 11.05 A grievance alleging violation of 11.01 shall be filed at Step Two of the grievance procedure, except in the case of a written reprimand or warning, in which case the grievance shall be filed at Step One.
- 11.06 Any employee, may review his records upon reasonable notice to the Employer and, upon request, the Employer shall provide him with a copy of his service record and medical examination reports.
- 11.07 A suspension without pay shall be for a specified period of time not exceeding fifteen (15) working days.

- 11.08 The record of an employee shall not be used against him at any time after eighteen (18) months following a suspension or other disciplinary action, including written reprimand or warning. An employee may review his record upon reasonable notice to his employer of his desire to do so, and may have information from his personnel file copied.

## **ARTICLE 12 - PERFORMANCE OBSERVATION REPORTS**

- 12.01 The Employer agrees to notify employees of any correspondence received from the public regarding the performance of their duties and to provide a copy (without identification of writer) to the employee.
- 12.02 A Performance Observation Report is a written memo, issued to record an observed significant departure from normal policies, procedures or practices, whether positive or negative.
- 12.03 The Operator will be notified immediately of any schedule or route related occurrences that may result in a Performance Observation Report. All other noted occurrences which may result in a Performance Observation Report will be brought to the attention of the Operator as soon as possible.
- 12.04 A copy of the Performance Observation Report will be immediately forwarded to the Operator with respect to whom the report was issued, and a copy to the Secretary of the Union, the Chief Shop Steward and the President.
- 12.05 Any negative Performance Observation Reports will be destroyed upon the expiry of one (1) year from its date.

## **ARTICLE 13 - HOURS OF WORK**

- 13.01 The normal hours of work for all Operator I employees shall be eighty (80) hours bi-weekly. This does not constitute a guarantee of hours to be assigned or paid. An employee will be paid for the actual hours assigned and worked during a pay period.
- 13.02 The Employer will attempt to maximize the hours of work available to the Operator I and further agrees to provide at least seventy-five (75) hours of work, bi-weekly, to each Operator I.
- 13.03** a) When an Operator fails to report (FTR) to work as scheduled for his/her work assignment, the employee in question will be required to complete any open work assignment remaining after all available Operators who have been called to report have received their assignments, prior to assuming the remaining portion of his/her shift. This provision will apply to the **first and**

**second** instance of failing to report (FTR) to work as scheduled only, in any calendar year.

b) For the **third** or subsequent incidents of failing to report (FTR) as scheduled, in any calendar year the Operator will be assigned to the bottom of the spare rotation list for the day.

13.04 Bids will be formulated according to the following priorities:

- a. Shift based on consecutive hours of work.
- b. Straight Shift with a minimum break of forty five (45) minutes.
- c. Single split Shift - made up of two (2) distinct work periods with a maximum spread time of thirteen (13) hours.
- d. Double split Shift - made up of three (3) distinct work periods with a maximum spread time of fourteen (14) hours.

13.05 Operator I employees who are not assigned to a bid will be assigned work on a day to day basis. Spread time rules will not apply to these assignments.

13.06 The Employer agrees to consider as paid time, up to fifteen (15) minutes travel time to or from the point of termination and/or origin of the next trip.

13.07 Where possible, Operator I employees will have work schedules arranged so as to permit the maximum number of employees to have every second Saturday off.

13.08 Employees may exchange shifts provided Management approval has been received. It is agreed that shifts cannot be exchanged with an employee who is on vacation. Any bid change will be by mutual agreement between Management and the Union.

13.09 Dial-A-Bus Operation - The bid for this position shall be from qualified Operators in accordance with Article 23.03.

Relief for vacancies and absences longer than one (1) day will be by the bid relief operator.

The Employer will train Operators who bid this position. All Operators hired after the signing of this Agreement will be trained in Dial-A-Bus operation.

13.10 All Operators shall report 5 minutes prior to departure time. Operators are to ensure that their bus complies with the standards set forth by the department for safety.

**ARTICLE 14 - OVERTIME**

- 14.01 Overtime will be compensated at the rate of 1.5293 times the regular hourly rate.
- 14.02 The overtime rate shall not apply to additional work undertaken by an Operator when he works such time as the result of his bidding additional work from the schedule.
- 14.03 Operators who have signed a bid and want extra work will indicate this by signing by 8:00 AM each day the extra work sheet posted on the dispatch bulletin board. Overtime will be distributed to Operators on the list in order of seniority.
- 14.04 Overtime shall apply to any employee whose hours worked exceed eighty (80) during a pay period. Overtime pay for Operator II employees shall be in accordance with Appendix B.
- 14.05 When an Operator I is called back to work for an assignment not part of his bid, he shall be compensated at the overtime rate for a minimum of two (2) hours. Such minimum shall not apply if the employee works continuously with the beginning or end of his normal bid.
- 14.06 Notwithstanding anything else in this article, no overtime shall be paid to employees as a result of a mutual exchange of work periods in accordance with Article 13.08.
- 14.07** If after completing a regular shift, the replacement Operator does not arrive, the Operator to be relieved will be requested to work a minimum of **one** hour at the overtime rate until he can be relieved.
- 14.08 Any scheduled runs worked on Sunday shall be paid at the rate of 2.039 times the regular hourly rate.

**ARTICLE 15 - CHARTERS**

- 15.01 Charters and bus deliveries are work assignments, which are not part of the regularly advertised schedule.
- 15.02 Operators who have signed a bid and want extra work will indicate this by signing by 8:00 AM each day the extra work sheet posted on the dispatch bulletin board. Charters will be distributed to Operators on the list in order of seniority.
- 15.03 Compensation for charters will be at the employees' regular rate of pay. If a charter assignment results in an Operator not being able to complete his bid

run, the replacement shall be paid his regular rate of pay and no overtime shall accrue to an Operator as a result of such replacement assignment.

- 15.04 All charters within City limits will be given to operators who are available and capable of carrying out the work.
- 15.05 In the case of charters, of a time duration of less than 8 hours, an Operator will be required to perform the portion of his bid run which is outside the charter times.
- 15.06 In the case of special events and the charter is of sufficient complexity and/or scope to warrant a higher degree of planning than is the norm, the employer will inform the Union of the need for an early close to the signing for the charter. Special events charters will be distributed to Operators on the list in order of seniority.
- 15.07 An Operator who is on a charter outside the City over a normal meal period shall be given **meal allowances as follows:**
1. If absent over breakfast - ten (10) dollars
  2. If absent over lunch - fifteen (15) dollars
  3. If absent over dinner - twenty-five (25) dollars
- 15.08 The Employer agrees to post at the dispatch office, on a monthly basis, information on charters, including name of Operator and location driven to.

#### ARTICLE 16 - STATUTORY HOLIDAYS

- 16.01 The Employer recognizes the following as statutory holidays for employees:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
New Brunswick Day	

and any other day proclaimed as a statutory holiday by the Federal, Provincial or Municipal governments.

- 16.02 Where operational requirements permit, the last run of the transit system on Christmas and New Year's Eves will coincide with the closing of the major rider generator areas.

- 16.03 An employee who is required to work on any of the above-mentioned statutory holidays, shall receive pay for all time worked at the rate of double time in addition to his regular day's pay.
- 16.04 Notwithstanding 16.03, when the Employer decides to operate on Boxing Day or Easter Monday, employees will be paid at the straight time rate and will be provided with an alternate paid holiday at a time mutually agreeable to the employee and the Employer or the employee may opt to take a day's pay at regular rate in lieu thereof.
- 16.05 When any of the above-noted statutory holidays fall on an employee's scheduled day off, the employee, at his option shall receive a day's pay or another day off with pay. Scheduling of such day off to be by mutual agreement.
- 16.06 In cases where a run is to be undertaken on any of the statutory holidays referred to in 16.01 above, such run shall be completed by the Operator who has bid such run, except mutual exchanges will be permitted in accordance with Article 13.08.
- 16.07 In order to qualify for statutory holiday pay an employee must work their last scheduled shift preceding the holiday and their first scheduled work day after the holiday. The exception to this will be sickness which may require a doctor's certificate in order to be paid for the sick day and also the statutory holiday.

## ARTICLE 17 – VACATION

- 17.01 **Each employee, unless otherwise stated, shall be entitled to annual vacation with pay granted in January, however, accrued throughout the calendar year as follows:**

**Year one (1), granted on a pro-rated basis depending on number of months worked, up to ten (10) working days;**

**Year two (2), ten (10) working days;**

**Year three (3) to year eight (8) inclusive, fifteen (15) working days;**

**Year nine (9) to year seventeen (17) inclusive, twenty (20) working days;**

**Year eighteen (18) to year twenty-four (24) inclusive, twenty-five (25) working days;**

**Year twenty-five (25) and each year thereafter, thirty (30) working days.**



- 17.02 a) Operator I, will receive vacation in accordance with 17.01 and will receive vacation pay on a pro-rated basis of regular hours worked.
- b) Operator II calculations of a week of vacation is equivalent to the average weekly hours worked during the previous calendar year of employment. Vacation shall be taken as time off.
- 17.03 If a statutory holiday falls or is observed during an employee's vacation period, he shall be granted an alternate day's vacation period for each such holiday. Alternate vacation days shall be allotted in accordance with 17.05.
- 17.04 An employee terminating employment, prior to using any accumulated vacation, shall be entitled to a pro-rated payment of salary in lieu of such accumulated vacation upon termination.
- 17.05 Vacation shall be allotted through a bidding system according to classification seniority. Vacation bidding shall be restricted so as to permit all employees to have at least fifteen (15) working days of earned vacation during the period April 1 to October 31. The maximum guaranteed vacation coverage during this period is for four (4) employees.
- 17.06 Vacation schedules for the period of May 01 to September 01 shall be bid by April 15 of each year and shall not be changed without the consent of the Employer and the employees affected. The first round bid for this period will be for full week blocks only, subsequent rounds may be for less than full week blocks.
- 17.07 Vacations are normally to be taken during the calendar year in which the vacation is earned. An employee may, with the approval of the Department Head, carry over to the following year up to their normal annual vacation entitlement subject to the requirement that an employee take at least ten (10) days vacation during any full calendar year of employment. Vacation credits in excess of the permitted carry over shall be relinquished without compensation at the end of the calendar year.
- 17.08 An employee who is absent from work and receiving Worker's Compensation benefits, because of an occupational injury or illness sustained in the employ of the Employer, will continue to earn vacation credits for the first twelve (12) months of such absence.
- 17.09 An employee who becomes hospitalized, suffers a broken limb, or is confined to his residence on the orders of a doctor while on annual vacation, may use sick leave credits rather than lose a portion of his vacation. In such cases where sick leave is claimed, proof of illness must be submitted to the Employer and the Employer is to be notified at the time of the illness or accident.

**ARTICLE 18 - SICK LEAVE**

- 18.01 Sick leave, for the purpose of this Agreement, means the period of time an Operator I employee is absent from work with full pay and a BSA by virtue of being sick or disabled, because of an accident for which compensation is not payable under the Workers' Compensation Act, or for time lost by virtue of being quarantined as the result of a contagious disease.
- 18.02 Sick leave shall accrue to all Operator I employees at the rate of one and one-quarter (1.25) days per calendar month of employment up to a maximum of one hundred and fifty (150) days. Sick leave shall not be granted to employees during their probationary period, but if accepted on a permanent basis they will receive credit for the probationary period.
- 18.03 The Employer may require medical proof of any illness for which sick leave is being claimed.
- 18.04 The employee must notify his employer at least one-half (1/2) hour in advance in the a.m. and one and one-half (1 1/2) hours in the p.m. before a regularly scheduled shift, as well must verbally contact their Supervisor/dispatcher the same day, if he is unable to report for work due to illness or any other reason.
- 18.05 Sick leave credits will continue to be earned while an employee is on sick leave or receiving Workers' Compensation benefits.
- 18.06 Notwithstanding the provisions of 18.01 and 18.02, no paid sick leave shall be granted to an Operator I employee until the requirements of Article 19.01 have been fulfilled.

**ARTICLE 19 - SICK LEAVE BANK**

- 19.01 Each Operator I employee shall receive full pay and a BSA when they are approved for this leave. Each Operator I employee shall contribute his/her first five (5) days of accumulated sick leave to the Sick Leave Bank.
- 19.02 During this agreement, in addition to 19.01, each Operator I employee will contribute one-sixth (1/6) day per month of employment to the Sick Leave Bank and any sick leave accruing to an employee in excess of one hundred and fifty (150) days accumulation will also be credited to the Sick Leave Bank until contributions collectively result in an accumulation of four hundred (400) days.
- 19.03 The Union will receive a complete record of days on credit for members individually and total days credited to the Bank at the end of the fiscal year.
- 19.04 Applications for an allotment from the Sick Leave Bank may be made by an employee who has suffered a major illness or who has suffered an injury which

is not compensatory under the Workers' Compensation Act, and shall be subject to the approval of the Union Executive and of the Manager of the Transit Department upon production of appropriate medical certificates.

- 19.05 No allotment from the Sick Leave Bank shall be approved unless and until the employee concerned has exhausted his entire annual vacation and accrued sick leave credits.
- 19.06 Although the employee will be entitled to all his sick leave calculated on a monthly basis, for purposes of computing sick leave, the fiscal year of the City of Fredericton will be used.

## ARTICLE 20 - LEAVE OF ABSENCE

- 20.01 a) The Employer will consider any reasonable request for leave of absence from work. The leave may be with or without pay or benefits. When the leave is without pay the employee is not entitled to receive a BSA or Salary.
- b) Subject to the provisions of the **City of Fredericton Shared Risk Plan**, an employee may, within one year of returning to work, accrue credited service for a City of Fredericton approved leave of absence, provided that the employee pays both the employer and employee shares of the required pension contributions to the **City of Fredericton Shared Risk Plan**.
- 20.02 Union Leave- A leave of absence without pay and without loss of seniority may be granted upon request with two weeks prior notice, if possible, to the Employer, to employees elected or appointed to represent the Union at union conventions and seminars. Such accumulative time shall not exceed a total of twenty-five (25) working days in any calendar year.
- 20.03 Jury Duty or Witness - The Employer shall grant leave of absence from work to an employee who:
- (a) is required to serve on a jury: or
  - (b) is subpoenaed as a witness before a Court of Justice, a Coroner's Inquest, or a Court Inquiry.

Such employee shall receive a BSA and be paid the difference between his regular pay and the amount received as a juror or as a witness excluding travelling, meals and other expenses, upon presentation of a certificate of attendance for jury and witness duty. If an employee is required to report on any day for jury duty but is not required to serve for the entire day, such employee shall then report to work.

- 20.04 Bereavement Leave - An employee shall, upon request, be granted up to three (3) days paid leave in the event of death in the immediate family, common law spouse, parents-in-law, brother-in-law, sister-in-law, grand parents, grandson and grand daughter. The Transit Manager may grant such additional bereavement leave, as he/she shall deem appropriate in the circumstances.
- 20.05 Compassionate Leave - Employees shall be granted up to three (3) days leave of absence with pay and BSA in the event of being left homeless through fire, flood or other act of God.
- 20.06 Family Leave - All employees will be granted up to three (3) "family emergency days" per year, with pay, for the immediate and temporary care of a family member.
- 20.07 Compassionate Care Leave - A leave without pay or BSA for employees to be away from work in order to provide care or support to their mother, father, child, spouse or common law partner who is gravely ill with a significant risk of death may be approved by the employee's Manager. The request for leave may be verbal or in writing.

The amount of leave granted is in accordance with the Human Resource Development Canada (HRDC) guidelines for compassionate care leave. The City of Fredericton will maintain an EI SUB plan to supplement the compassionate care leave benefits received from HRDC by eligible employees.

During the Compassionate Care Leave period, the Employer will pay the premiums for the City of Fredericton benefit plans in place at the time of the leave including health, dental, life insurance, AD&D, long-term disability and optional life insurance (employee, spouse and dependant). The Employer will also pay both shares of the City of Fredericton Superannuation Plan contributions while the employee is in receipt of EI Compassionate Care leave benefits.

- 20.08 EI Sick Benefits - For those employees who are unable to work due to illness or non-compensable injury and who no longer have sick leave or sick leave bank days available to them, and if he/she qualifies for the EI sick benefit, the City will maintain an EI SUB plan to supplement the EI benefit. Instead of paying a BSA the Employer will maintain the premiums for City of Fredericton Benefit Plans in place at the time of leave including health, dental, life insurance, AD&D, long term disability, optional life insurance (employee & spouse and dependent). The Employer will also pay both shares of the City of Fredericton Superannuation Plan contributions while the employee is in receipt of EI Sick Leave benefits. The period of leave granted is in accordance with the Human Resource and Social Development Canada (HRSDC) guidelines for EI sick Benefits.

MATERNITY/ PARENTAL LEAVE

20.09 Notwithstanding the provisions of the Employment Standards Act with respect to maternity leave; the parties agree that the following provisions shall apply:

Maternity Leave is a period of leave without pay available to a female employee who is the natural parent of a newborn child. This leave may commence at any time within eleven (11) weeks before the specified date of delivery to the day of actual delivery.

- (a) Maternity leave may be for a term of up to seventeen (17) weeks. An employee, entitled to maternity leave, will be required to complete a two week waiting period before maternity leave benefits become available under the Employment Insurance Act. Providing that there is a Supplemental Unemployment Benefit (SUB) program in place, benefits will be available to the employee during this two week waiting period and for a further period of up to fifteen (15) weeks. The employee must provide the Employer with proof of receipt of EI benefits to be eligible to receive the benefits of the SUB after the first two weeks of benefit.
- (b) An employee shall notify her Department Head at least three (3) months prior to her expected delivery date.
- (c) 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.
- (d) Notwithstanding the above, the Department Head may direct an employee who is pregnant to proceed on maternity leave at any time within three (3) weeks immediately prior to the anticipated delivery date where, in his/her opinion, the interest of the Employer so requires.
- (e) During the period of maternity leave the employee is not entitled to a BSA as per article 27.01. The employer will pay the premiums for City of Fredericton Benefit Plans in place at the time of leave, which include health, dental, life insurance, AD&D, long term disability, optional life insurance (employee & spouse), and dependent life insurance. The employer will not contribute to the pension plan during the period of maternity leave.
- (f) An employee shall not accumulate vacation or sick leave credits while on maternity or parental leave, but shall accumulate seniority for such leave. Subject to the provisions of the Superannuation Plan, an

employee may, within one year of returning to work, accrue credited service for the period of maternity leave; provided that the employee pays both the employer and employee shares of the required pension contributions to the Superannuation Plan.

- (g) At least twenty (20) working days prior to the scheduled date for return to duty, the employee shall notify the Employer of her intention regarding return. As a condition of returning to duty and prior to terminating her maternity leave, the employee must submit a doctor's certificate to the Employer stating that she is medically fit to return to duty.
- (h) On return to duty after a period of maternity leave, the employee shall be placed in the position she held prior to going on maternity leave, with the appropriate wage rate and benefits.
- (i) Should an employee not return to work after a period of maternity leave, parental leave and any approved extension thereof, she will be deemed to have terminated her employment. In such cases, she will be required to reimburse the Employer for the full amount of benefit premiums paid on her behalf during such leave period.

20.10

Parental Leave is a period of leave without pay of up to 37 weeks, (if a waiting period is required) or 35 weeks (if no waiting period is required) to which an employee is entitled (under the provisions of the NB Employment Standards Act and the Employment Insurance Act), upon the birth or adoption of a child.

- (a) 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 his/her intention to take parental leave.
- (b) On return to duty after a period of parental leave, the employee shall be placed in the position that he/she held prior to going on parental leave, with the appropriate wage rate and benefits.
- (c) During the period of Parental leave the employee is not entitled to a BSA as per article 27.01. The employer will pay the premiums for City of Fredericton Benefit Plans in place at the time of leave, which include health, dental, life insurance, AD&D, long term disability, optional life insurance (employee & spouse), and dependent life insurance for the first 10 weeks that an employee is on parental leave. The employee may make arrangements to continue to pay these premiums for the balance of any period of parental leave, subject to the approval of the Employer and the benefit carrier.

- (d) An employee shall not accumulate vacation or sick leave credits while on Parental leave, but shall accumulate seniority for such leave. Subject to the provisions of the Superannuation Plan, an employee may, within one year of returning to work, accrue credited service for the period of parental leave; provided that the employee pays both the employer and employee shares of the required pension contributions to the Superannuation Plan.

## ARTICLE 21 - WORKERS' COMPENSATION

- 21.01 When an employee is off work because of an occupational injury or illness resulting from his/her employment with the City of Fredericton and which is accepted as compensable by WorkSafe NB, the Employer will supplement the WorkSafe NB benefit to the extent permitted without offsetting any benefit payable by WorkSafe NB and subject to the Revenue Canada WorkSafe NB award rules. Any such supplemental payment will be further subject to the provision that it shall not increase the employee's net take home pay above his/her regular pre-disability amount, recognizing that WorkSafe NB benefits are not subject to Income Tax.
- 21.02 An employee receiving Workers' Compensation payments, in respect of an injury or occupational illness received in the employment of the Employer, will have the premiums for City of Fredericton Benefit Plans in place at the time of leave, (which include health, dental, life insurance, AD&D, long term disability, optional life insurance (employee & spouse), and dependent life) including **City of Fredericton Shared Risk Plan** maintained in effect until such time as WorkSafe NB determine that the employee is permanently disabled from his/her occupation. The employee will not receive a BSA while on this leave. The employee's benefits will then be administered in accordance with Article 27.10.
- 21.03 The Employer will advance to the employee, subject to agreement by the employee to fully reimburse the Employer, an amount equal to the WorkSafe NB award that the employee would be entitled to if the claim is accepted, and further subject to Revenue Canada WorkSafe NB award rules. The Employer will not advance payments after WorkSafe NB place the employee on long-term disability benefits. If the claim is not accepted by WorkSafe NB at first instance, the advance will not be adjusted or recovered until any appeals are concluded.
- 21.04 The absence of an employee who is receiving compensation benefits under the Workers' Compensation Act shall not be charged against the employee's sick leave credits or vacation credits subject to Article 21.05.

- 21.05 When an employee receives Workers' Compensation benefits during the year, the Employer will not be required to compensate that employee, for more than 52 weeks in any year, including the Workers' Compensation benefits.

## ARTICLE 22 - LAYOFF AND RECALL

- 22.01 Job security shall increase in proportion to length of service. In the event of a layoff of employees, reverse seniority shall apply, that is, employees with the least seniority will be laid off first, within each classification.
- 22.02 A laid off employee may claim the job of an employee with less seniority in another classification, provided he is prepared to move to the rate of pay of that job and is capable of fully performing the work of the new classification.
- 22.03 The Employer shall provide thirty (30) days notice in writing to an employee to be effected by layoff. If an employee does not receive thirty (30) days notice, he shall be paid for such period.
- 22.04 An employee, who has been laid off, who desires to return to work must keep the Transit Manager and appropriate Union representatives informed of any address changes in order they might be readily located.
- 22.05 In the event of recall, employees will be recalled in the order of their seniority, providing they are capable of doing the job.
- 22.06 Grievances concerning layoffs and recalls shall be initiated at Step Two of the Grievance Procedure.

## ARTICLE 23 - SENIORITY

- 23.01 (a) Seniority - For the purposes of this Agreement, seniority is defined as the length of continuous service in the bargaining unit and shall be calculated on a bargaining unit-wide basis, unless otherwise provided for in this Agreement. After completion of the probationary period, as defined in Article 2.01, seniority shall date back to date of hiring.
- (b) Classification Seniority - is defined as the date of last entry into one of the classifications listed in Article 2 and shall prevail in the selection of vacation periods and bid-runs.
- (c) Seniority for Operator II Employees - When an Operator II employee becomes an Operator I employee, he/she will be credited with seniority based on hours paid by the Employer while the employee was an Operator II. A year's seniority will be 2080 paid hours.



- 23.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two or more employees commence employment on the same date, their relative positions on the seniority list shall be determined by the time that they actually commence work for the Employer. An up-to-date seniority list shall be forwarded to the Union and posted on all bulletin boards in January of each year.
- 23.03 Classification seniority shall prevail in the allotment of vacation periods and bidding of runs. All bid runs shall be bid by an Operator I employee on the basis of classification seniority. Runs shall be posted for bidding a minimum of three (3) times per year effective for the first pay period following January 1, the second pay period following each of April 1, and August 1
- 23.04 The Employer agrees to convene a meeting of the Bid Committee, which will be done in the format of a Labour Management Meeting, to discuss the proposed bid schedule, on or about February 1, July 1 and November 1 and to have additional meetings as required.
- 23.05 When it is known that a bid run will be vacant for a period of more than one week and less than two (2) weeks, exclusive of vacation, it shall be filled by the senior available Operator I who does not have an assigned shift; until such time as the regular Operator returns or a new bid is prepared.
- 23.06 When it is known that a bid run is to be open for more than two (2) weeks, a senior Operator I may bid that run as a hold-down to commence at the beginning of the next pay period. The run vacated by the hold-down bid shall be filled by the senior available Operator I who does not have an assigned shift. A returning Operator I whose rehabilitation does not permit him to assume his full bid run will be assigned work other than his bid run, of a duration consistent with his rehabilitation program.
- 23.07 An Operator taking such a vacancy under 23.04 or 23.05 may, as soon as relieved, return to the assignment he vacated, except that he will be permitted to take any position to which his seniority entitles him which may have become vacant during the time he was filling a temporary vacancy.

#### **ARTICLE 24 - PROMOTIONS**

- 24.01 It is the policy of the City to provide equal opportunity for promotion among all employees within the bargaining unit.
- 24.02 The Employer shall endeavour to maximize the number of Operator I positions as can be accommodated by the schedule developed from time to time.

- 24.03      Job Posting - When a vacancy occurs, inside the bargaining unit, the Employer shall notify the local union in writing and post notice of the position on the bulletin boards for ten (10) working days.
- 24.04      Information on Posting - Such notice shall contain the following information: Nature of posting, qualifications, required knowledge and education, shift, hours of work and wages.
- 24.05      No Outside Advertising - No outside advertisement for any vacancy shall be placed until the applications of bargaining unit members have been fully processed.
- 24.06      Staff Changes shall be made on the following basis:
- Performance
  - Ability
  - Qualifications
  - Seniority
- b) The above listed factors will be used to assess all candidates, where equal, as between two or more candidates, the senior candidate will be selected.
- c) Unsuccessful candidates will be advised in writing and may request a follow up meeting with management in order to review needed improvements for future competitions.
- 24.07      If an employee is transferred or promoted outside the bargaining unit, he shall retain his seniority. If after a period of three (3) months the employee has not returned to the bargaining unit, he shall forfeit seniority rights. If the employee finds himself unable to perform the duties of the new position within three (3) months of assuming it, he shall be returned to his former position at the salary or wage level of the former position and without loss of seniority. An employee transferred into the bargaining unit shall retain his years of service but not his seniority.

## ARTICLE 25 - JOINT CONSULTATION

- 25.01      The Employer and the Union acknowledge the mutual benefits to be derived from joint consultation further agree to continue the Mutual Interest Committee consisting of three Employee representatives and three Employer representatives.
- 25.02      Mutual Interest Committee meetings shall be conducted using the format of the "Agreement on the Principles and Functions of Mutual Interest Committees" as adopted by the Municipal Sector Labour/Management Decision Makers Committee, **1998 March**.

- 25.03 The Committee shall be employed as a forum for meaningful consultation on contemplated changes in conditions of employment or working conditions not covered by this Agreement, and other matters of mutual interest.
- 25.04 The Committee shall function in an advisory capacity only, and shall not have the power to alter, amend, add to, or modify the terms of this Agreement.
- 25.05 Employee members of any joint committees established under this Agreement shall suffer no loss of pay as the result of attendance at the meetings of such committees. When an employee is a member of an interdepartmental committee and attends a meeting of such committee on his/her day off, the employee shall be paid three (3) hours at the straight time rate for attending the meeting. e.g. City Safety Committee, Superannuation Board, City Benefits Advisory Committee, etc.
- 25.06 There shall be joint consultation on the establishment of bid sheets.
- 25.07 Employee Wellness Committee - the parties agree, during the term of this collective agreement, to establish a joint "Employee Wellness Committee" consisting of two (2) Employee representatives and two (2) Employer representatives. The committee will review attendance statistics, developing trends and employee wellness programs and will provide advice on measures to improve employee attendance.

## ARTICLE 26 - SAFETY AND HEALTH

- 26.01 A Joint Health and Safety Committee with respect to the Transit Department shall be established in accordance with the New Brunswick Occupational Health and Safety Act.
- 26.02 The Employer will maintain its equipment in accordance with Federal and Provincial safety standards and, in consultation with the Health and Safety Committee, will make reasonable regulations for the safety and health of its employees during the hours of employment. The Union agrees that it will direct its members to use protective devices and equipment provided by the Employer for the protection of employees from injury.
- 26.03 The Union also agrees that it will encourage its members to promptly report conditions which might be dangerous to employees and the public and to do all in their power to maintain the Employer's property safe, secure, sanitary and dependable.
- 26.04 It is the mutual desire of both parties that all tools and repair equipment be maintained in safe working condition. To that end the Union agrees to report

promptly and the Employer agrees to act promptly with respect to those tools and special repair equipment that become unsafe. Employees shall cooperate by maintaining their personal tools and equipment in safe working order.

## ARTICLE 27 - BENEFITS

- 27.01** The Employer agrees to provide a pensionable Benefit Spending Allowance (BSA), for each Operator I employee and for each Operator II employee who meets the qualifications as set out in Appendix B. The amount of the BSA is outlined in the table below **with the 2016 change effective the first pay period after signing**. The BSA is to be used to purchase the mandatory benefits listed below and other benefits as directed by the employee in conformity with the provisions of this article.

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Operator I	175.00	<b>200.00</b>	<b>200.00</b>	<b>200.00</b>	<b>200.00</b>
Operator II	125.00	<b>125.00</b>	<b>125.00</b>	<b>125.00</b>	<b>125.00</b>

- 27.02** Mandatory benefits shall be purchased for each employee as follows:
- Group Life Insurance in the amount of \$40,000.
  - Accidental Death and Dismemberment Insurance in the amount of \$140,000.
  - Long Term Disability Insurance in the amount of seventy (70) percent of the employee's basic salary.
- 27.03** The Employer agrees to maintain in effect a Group Health Plan (GHP) equivalent to the GHP in effect upon signing of this agreement. Participation in the GHP shall be mandatory for all eligible employees in accordance with the provisions of the GHP. Coverage provisions of the GHP may only be changed by mutual agreement of the Parties.
- 27.04** The Employer agrees to maintain in effect a Group Dental Plan (GDP) equivalent to the GDP in effect upon signing of this agreement. Participation in the GDP shall be mandatory for all eligible employees in accordance with the provisions of the GDP. Coverage provisions of the GDP may only be changed by mutual agreement of the Parties.
- 27.05** The Employer agrees to make available a Health Services Spending Account (HSSA) for each employee who so directs and to deposit into the HSSA an amount from the BSA as directed by the employee up to the balance in the BSA after mandatory benefit premiums are paid.

- 27.06 The Employer agrees to maintain in effect a Group Registered Retirement Savings Plan (GRRSP) available to employees through payroll deduction. Employee participation in GRRSP is voluntary.
- 27.07 Any balance in the BSA, that the employee has not directed to purchase benefits, will be paid to the employee as a taxable addition to his/her regular pay.
- 27.08 A position vacated by an employee receiving Long Term Disability benefits will not be filled on a permanent basis until the employee is declared totally disabled or two years have elapsed, whichever occurs first.
- 27.09 While an employee is eligible to receive Long Term Disability benefits, the employer will pay pre-disability mandatory benefits and the premiums for City of Fredericton Health and Dental Plans, and not the BSA. The Employer will also pay both shares of the required **City of Fredericton Shared Risk Plan** contributions while the employee is eligible for LTD benefits and until the employee qualifies for an unreduced pension under the provisions of **27.10**.
- 27.10 An employee receiving Long-Term Disability benefits, who has accrued at least 25 years of pensionable service and who becomes eligible for an unreduced pension under the provisions of the **City of Fredericton Shared Risk Plan**, shall be required to apply for such pension. Payments from the **City of Fredericton Shared Risk Plan** will directly offset any benefit payments from the Long Term Disability Plan.
- 27.11 Employees will not accumulate sick leave or vacation credits while in receipt of Long Term Disability benefits but employees will retain their seniority rights until they are declared totally disabled or two years have elapsed, whichever occurs first.

## ARTICLE 28 - INSURERS

- 28.01 Nothing in Article 27 shall be construed as limiting the Employer in its choice of insurers under that article. However, the Employer agrees that no change to the terms and conditions of the Long-Term Disability Plan shall be made without the mutual agreement of the parties.

## ARTICLE 29 - PENSION PLAN

- 29.01 The employees of this bargaining unit shall be entitled to pension benefits as provided in the **City of Fredericton Shared Risk Plan** for the Employees of the City of Fredericton.

**ARTICLE 30 - RETIREMENT ALLOWANCE**

- 30.01      Retirement Allowance - When an employee having continuous service of five (5) years or more retires due to disability, death or age, the Employer shall pay such employee or beneficiary of the employee a retirement allowance equal to one month's pay, including BSA, for each five (5) years of service or fraction thereof, but not exceeding six (6) months at the employee's regular rate of pay on retirement.
- 30.02      At the option of the employee, the retirement allowance may be taken either in the form of retirement leave or through a lump sum payment upon retirement.
- 30.03      Where an employee retires due to disability, death or age, the retirement allowance shall be paid in a lump sum upon retirement or retirement leave. At the employee's request, the lump sum can be deferred to the year following his term of employment.

**ARTICLE 31 - HARASSMENT**

- 31.01      (a)    The Union and the Employer recognize and support the right of employees to work in an environment free from personal harassment. Harassment being defined as behaviour, words or actions that are discriminatory or demeaning and which undermine the employee's self esteem or dignity. The Employer undertakes to deal with any City employee engaging in the harassment of another employee.
- (b)    Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or work place relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to: 1) unnecessary touching or petting; 2) suggestive remarks or other verbal abuse; 3) leering at a person's body; 4) compromising invitations; and 5) demands for sexual favours.
- (c)    In cases of sexual harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the complaint. In cases where the sexual harassment may result in the transfer of an employee, where possible, it shall be the harasser who is transferred. The employee who is being harassed will not be transferred against his/her will.
- (d)    An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

**ARTICLE 32 - EMPLOYEE AND FAMILY ASSISTANCE COMMITTEE**

- 32.01 The parties agree to maintain a joint Employee and Family Assistance Committee comprised of two (2) representatives of the Employer and two (2) representatives of the Union.
- 32.02 It shall be the purpose of the Committee to gather and organize information concerning programs and services which may be of assistance to employees whose job performance may be adversely affected by personal problems.
- 32.03 The Committee shall meet as required as determined by the Committee.
- 32.04 The Committee shall have the authority to make recommendations to both parties.

**ARTICLE 33 - MEDICAL EXAMINATION**

- 33.01 Where any question arises concerning the fitness for continued employment of an employee for duty, the fitness for duty of that employee shall be determined by a Board of Doctors at the request of either the employee or the Employer. The Board shall consist of one (1) Doctor appointed by the Employer, one (1) Doctor appointed by the employee, and a third Doctor selected by the other two Doctors. A written report shall be forwarded to all parties concerned. The employee and the Employer shall each pay their own appointee and divide the payment of the third equally.
- 33.02 Because of the nature of employment, if the Board of Doctors determines that an employee is unable to carry out the full duties of the position because of physical defects or disabilities, the Employer shall make every reasonable effort to obtain other employment for such employee.
- 33.03 Notwithstanding 33.02, the provisions of the **City of Fredericton Shared Risk Plan** respecting early retirement on medical grounds shall apply to employees in the bargaining unit.
- 33.04 Where the employer requires an employee to maintain a class of licence that requires a medical examination, medical fees involved will be paid by the Employer.

**ARTICLE 34 - CLOTHING**

- 34.01 The employer agrees to provide all employees with uniforms and bear the cost of dry cleaning.

- 34.02 The employer will provide employees an annual footwear allowance of **\$125.00** while actively at work.

#### **ARTICLE 35 - LOSS OF DRIVING PRIVILEGES**

- 35.01 a) If an employee who requires a license in the conduct of his employment, loses his driving privileges, the Employer will endeavour to provide the employee with other employment he is capable of performing. If no such employment is available, he shall be granted leave of absence without pay for the period of the license suspension. Notwithstanding that, he shall be reinstated to his previous classification once his driver's privileges are reinstated.
- b) In the case of loss of licence for driving under the influence (DUI) the employee will be placed on a leave of absence without pay for the period of the licence suspension and be reinstated to his/her previous classification once his/her driving privileges are restored, on a one time only basis. Commencing on January 1, 2011 in the case where driving privileges are suspended for a second time for DUI, this will be cause for the employer to take further action, up to and including termination of employment.

#### **ARTICLE 36 - CONTRACTING OUT AND BARGAINING UNIT WORK**

- 36.01 In the event that the Employer contracts out, every reasonable attempt shall be made to find alternate employment for affected employees, either inside or outside the bargaining unit.
- 36.02 In the event of layoff because of contracting out, an employee shall be given at least six (6) months' notice. If the employee has not had the opportunity to work the scheduled workdays during the term of notice, he shall be paid in lieu thereof for such days.
- 36.03 Supervisors and other employees outside the bargaining unit shall not perform bus-driving duties, except in an emergency.

#### **ARTICLE 37 - RESIDENCY**

- 37.01 The Parties agree that an employee's ability to provide service, with a minimum of delay, depends in part on the location of that employee's residence. The City reserves the right to decide whether an employee's place of residence reasonably permits him/her to meet this job requirement. Notwithstanding the foregoing, employees will be permitted to locate their residence within twenty (20) kilometres of the City limits. An employee will not be required to move from their current (1993 October



21) residence to comply with this article. Exceptions to the above agreement will be considered on their merits by the Employer.

#### **ARTICLE 38 – WAGES**

- 38.01 The wage rates shall be as set forth in Appendix A attached to and forming part of this Agreement.
- 38.02 When an employee is assigned the duties and responsibilities of a higher classification, he/she will be paid the wage rate for that classification.

#### **ARTICLE 39 - RETROACTIVITY**

- 39.01 Employees that are on the payroll on the date of signing of the Collective Agreement; and retirees who have retired from employment since the expiry of the last agreement and who are receiving a monthly City of Fredericton Pension, are eligible for retroactive pay.

#### **ARTICLE 40 - DURATION AND TERMINATION**

- 40.01 This Agreement shall come into force on **2015 January 01** and shall expire on **2019 December 31**, provided, however, that where notice to bargain has been given by either party in accordance with Section 33 of the Industrial Relations Act with a view to the renewal or revision of this Agreement or the making of a new Agreement, this Agreement shall continue in full force and effect until,

- 1) A renewal or revision of this Agreement or a new Agreement is signed;

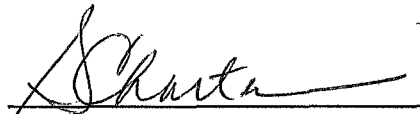
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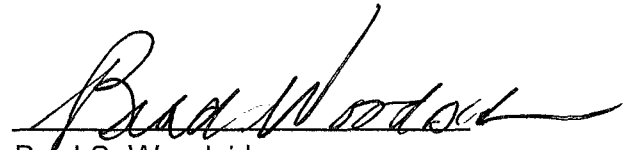
- 2) A lawful strike or lockout occurs in accordance with the provisions of the Industrial Relations Act;

IN WITNESS WHEREOF the parties have signed this 23 day of March, 2016.

SIGNED, SEALED AND DELIVERED  
in the presence of:


THE CITY OF FREDERICTON

  
Witness

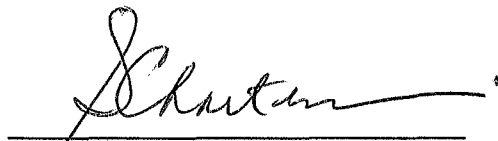
  
Brad S. Woodside

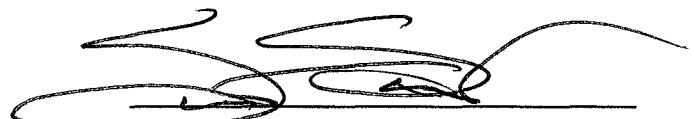
Mayor

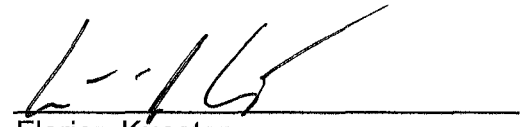


  
Brenda L. Knight  
City Clerk

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES,  
LOCAL 1783

  
Witness

  
Susan Sauve  
President

  
Florian Kuester  
Recording Secretary

## APPENDIX A - HOURLY RATES OF PAY

<b>Date:</b>	<b>Current</b>	<b>Jan 1, 2015</b>	<b>Jan 1, 2016</b>	<b>Jan 1, 2017</b>	<b>Jan 1, 2018</b>	<b>Jan 1, 2019</b>
<b>Effective Date:</b>		Dec 21, 2014	Dec 20, 2015	Dec 18, 2016	Dec 17, 2017	Dec 16, 2018
<b>% Increase:</b>		1.75%	1.75%	1.75%	2.5%	2.5%
<b>Operator I</b>	22.04	22.43	22.82	23.22	23.80	24.39
<b>Relief Dispatcher</b>	23.50	23.91	24.33	24.76	25.37	26.01
<b>Date:</b>	<b>Current</b>	<b>Jan 1, 2015</b>	<b>Jan 1, 2016</b>	<b>Jan 1, 2017</b>	<b>Jan 1, 2018</b>	<b>Jan 1, 2019</b>
<b>Effective Date:</b>		Dec 21, 2014	Dec 20, 2015	Dec 18, 2016	Dec 17, 2017	Dec 16, 2018
<b>Operator II</b>						
<b>0 – 6 months</b>	16.00	16.28	16.56	16.85	17.28	17.71
<b>6 – 12 months</b>	17.00	17.30	17.60	17.91	18.36	18.81
<b>12 – 24 months</b>	19.53	19.87	20.22	20.57	21.09	21.61
<b>&gt;24 months</b>	20.80	21.16	21.53	21.91	22.46	23.02

## APPENDIX B - OPERATOR II

### HOURS OF WORK

The hours will vary because these employees perform duties that cannot be accommodated by the bid process at straight time rates.

Their hours of work will not normally exceed eighty (80) hours over a two-week period.

### OVERTIME

Employees in this classification shall be entitled to the overtime rate only under the following conditions:

- (a) The hours worked must exceed eighty (80) hours over a two week period before the overtime rate will apply excluding charters worked.

### STATUTORY HOLIDAYS

Employees in this classification shall be entitled to the **eleven (11)** statutory holidays which are 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 includes any day substituted for one of those days under the Act, provided they have been in the employ of the City for ninety (90) days during the previous twelve (12) calendar months immediately preceding the holiday.

All hours worked on a statutory holiday shall be compensated at the rate of double time.

### SICK LEAVE

Sick leave shall accrue to all Operator II employees at the rate of twenty four (24) Hours per year of employment. Sick leave shall not be granted to employees during their probationary period, but if accepted on a permanent basis they will receive credit for the probationary period. Sick leave does not have a cash value and will not be paid out upon layoff or termination. When an Operator II is promoted to an Operator I the sick leave accrued, will be carried forward provided there has been no break in service. Operator II employees will not have access to the Sick Leave Bank.

The Employer may require medical proof of any illness for which sick leave is being claimed.

Increase sick leave allotment to **60** hours – **Jan 1, 2016**

LEAVE OF ABSENCE

The employer will consider any reasonable request for leave of absence with or without pay.

UNION SECURITY

Operator II employees shall be members of CUPE Local 1783 and all Articles of the Collective Agreement shall apply except as modified by this Appendix.

An Operator II shall accumulate seniority as per Article 23 and Article 2.01, and thereafter will be permitted to apply, as an internal applicant, for postings within the bargaining unit.

BENEFITS

Operator II employees who are scheduled to work at least 40 hours per pay period qualify for benefits and will be required to participate in all City benefit plans except long term disability.

Operator II employees who qualify for benefits will receive a Benefit Spending Allowance of **\$125.00** bi-weekly.

WAGES

Hourly rate as per Appendix A.

### Letter of Agreement

The Transit Department will provide to all retired members of Local 1783 a free lifetime bus pass.



Chris MacPherson  
Chief Administrative Officer



Susan Sauve  
President, CUPE Local 1783

March 23, 2016  
Date

October 7, 2010

Ms. Susan Sauve  
President, CUPE Local 1783  
PO Box 130  
Fredericton NB E3B 4Y7

Dear Susan:


RE: LETTER OF CLARIFICATION - ARTICLE 13.03

In the process of the renewal of the Collective Agreement (2008-2009) the parties negotiated a change to Article 13.03. The following clarification letter was developed to deal with employees who fail to report to work as scheduled, as set under 13.03 B).

- 1. Operator I reporting late for a straight bid will be assigned to the bottom of the spare list and receive standby if no work is assigned. This Operator will be expected for an afternoon (pm) call in.*
- 2. Operator I with a split shift bid reporting late for the morning portion of their work assignment must attend at work. If required, they will be assigned work or standby. If not required they will be released and receive no pay. This Operator will complete his/her afternoon portion of their split shift bid.*
- 3. Operator II failing to report to work as scheduled they will be assigned work or standby, if required. If not required, they will be released and receive no pay.*
- 4. When two Operators fail to report to work as scheduled they will be assigned work or standby in the order of the time they reported to work at Dispatch.*
- 5. Any Operators who fail to report as scheduled when no Dispatcher is on duty (currently after 1630 hrs) will be released for the day and this work will be assigned to another Operator.*

Issues in dealing with implementation and operation of this letter will be discussed by the parties at Labour Management. The assistance of the Ministry of Post Secondary Education, Training and Labour will be used to attempt to mediate unresolved issues per Article 9.02.

Sincerely,



Alexander MacNeill  
Manager Transit Division

cc: Tom Steep, CUPE Representative  
V. Joe Lumsdon, Manager Human Resources

October 13, 2015

Ms. Susan Sauve  
President, CUPE Local 1783  
397 Queen Street  
Fredericton, NB E3B 1B5

**Subject: Letter of Intent - Work Assignment**

Susan:

Following discussions in collective bargaining on the subject of work assignment, it is the intent of management that:

**Assignment of Work (Dispatch Duties):**

Where it is known that the Dispatcher will be absent for a week or more, dispatch duties will be assigned on a rotation basis in full week blocks. The absence will be filled by operators qualified as relief dispatchers on their full week of work, where Saturday is their day off. Should the Operator refuse the assignment, management will move on to the next relief dispatcher eligible to carry out the work.

Saturday dispatching duties will be assigned on a rotation basis, should there be sufficient dispatchers to allow it.

**Assignment of Work (Vacation Coverage):**

Bid runs open due to Operator I vacations will first be assigned to any Operator I without an assigned bid. Should none be available, the work will be assigned in full week blocks by dispatch in accordance with the currently used rotation schedule.

This letter in no way limits the right of management to change work assignment practice should operations require. Should a change be required, reasonable notice will be given.



Darren Charters, P.Eng  
Manager, Transit



**PROVINCE OF NEW BRUNSWICK  
COUNTY OF YORK**

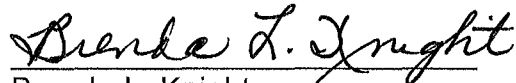
**AFFIDAVIT OF CORPORATE EXECUTION**

I, **BRENDA L. KNIGHT**, of the City of Fredericton, in the County of York and Province of New Brunswick, City Clerk, MAKE OATH AND SAY:

1. I am the City Clerk of the City of Fredericton, one of the parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed.
2. The seal affixed to the foregoing instrument purporting to be the seal of the City of Fredericton is the Corporate Seal of the City of Fredericton and was so affixed by order of the City Council.
3. The signature "Brad Woodside" subscribed to the foregoing instrument is the signature of Brad Woodside, the Mayor of the City of Fredericton and the signature "Brenda L. Knight" subscribed thereto is my signature.
4. The Mayor and City Clerk are the officers of the City of Fredericton duly authorized to execute the foregoing instrument.

**SWORN TO BEFORE ME** at the  
City of Fredericton, in the County  
Of York and Province of New  
Brunswick, this 23<sup>RD</sup>  
Day of March  
A.D. 2016

  
A Commissioner of Oaths  
Being A Solicitor

  
Brenda L. Knight

## INDEX

**A**

ARBITRATION ..... 7

**B**

BENEFITS ..... 25

**C**

CHARTERS ..... 11

CHECK-OFF OF UNION DUES ..... 5

CLOTHING ..... 28

CONTRACTING OUT ..... 29

CORRESPONDENCE ..... 5

**D**

DEFINITIONS ..... 2

DISCIPLINARY ACTION ..... 8

DISCRIMINATION ..... 4

DURATION AND TERMINATION ..... 30

**E**EMPLOYEE AND FAMILY ASSISTANCE  
COMMITTEE ..... 28**G**

GRIEVANCE PROCEDURE ..... 6

**H**

HARASSMENT ..... 27

HOURS OF WORK ..... 9

**I**

INSURERS ..... 26

**J**

JOINT CONSULTATION ..... 23

**L**

LAYOFF ..... 21

LEAVE OF ABSENCE ..... 16

LOSS OF DRIVING PRIVILEGES ..... 29

**M**

MANAGEMENT RIGHTS ..... 3

MATERNITY LEAVE ..... 18

MEDICAL EXAMINATION ..... 28

**N**

NO STRIKE OR LOCKOUT ..... 4

**O**

OVERTIME ..... 11

**P**

PARENTAL LEAVE ..... 19

PENSION PLAN ..... 29

PERFORMANCE OBSERVATION REPORTS ..... 9

PROMOTIONS ..... 22

**R**

RECALL ..... 21

RECOGNITION AND APPLICATION ..... 2

RESIDENCY ..... 29

RETIREMENT ALLOWANCE ..... 27

RETROACTIVITY ..... 30

**S**

SAFETY AND HEALTH ..... 24

SENIORITY ..... 21

SICK LEAVE ..... 15

SICK LEAVE BANK ..... 15

STATUTORY HOLIDAYS ..... 12

**U**

UNION SECURITY ..... 4

**V**

VACATION ..... 13

**W**

WAGES ..... 30

WORKERS' COMPENSATION ..... 20