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**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CITY OF MIRAMICHI**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1387**

**January 1, 2013 – December 31, 2020**

12/1

**THIS AGREEMENT MADE THIS 14<sup>th</sup> DAY OF January, 2014.**

Between:

**THE CITY OF MIRAMICHI, a body corporate**

Hereinafter called the “Employer”

Of the First Part

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1387**

Hereinafter called the “Union”

Of the Second Part



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## **ARTICLE 1 - PURPOSE AND SCOPE OF AGREEMENT**

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

### **1.03 Interpretation and Definitions**

“Membership dues” means the dues established pursuant to the constitution of CUPE as the dues payable by its members as a consequence of their membership in the CUPE, but shall not include any initiation fees or special assessment.

“Overtime” means all time worked beyond the normal work day, the normal work week or on a holiday shall be considered as overtime.

“Spouse” will, when required, be interpreted to include “common-law spouse”. A common-law spouse relationship exists when, for a continuous period of at least one (1) year, an employee has lived with a person, publicly represented that person to be his/her spouse and continues to live with the person if that person were his/her spouse.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

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

## **ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**

- 3.01 Bargaining Unit – The Employer recognizes the Canadian Union of Public Employees and its Local 1387 as the sole and exclusive collective bargaining agency for all its employees covered by the applicable certification order and excluding management employees; those covered by other certification orders, and those otherwise excluded under the *Industrial Relations Act*.
- 3.02 Work of the Bargaining Unit – Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any regular employee.
- 3.03 No Other Agreements – No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representative which may conflict with the terms of this Collective Agreement.

- 3.04 Students – Students employed between May 1 and Labour Day Weekend are excluded from this Collective Agreement. Students shall perform all work assigned, notwithstanding Article 3.02 herein, between May 1 and Labour Day Weekend.

Beyond the summer months, the Employer may also hire, by mutual agreement, students enrolled in a collegiate or post-secondary education system in order for them to receive practical experience required for their diploma/degree. These students are also excluded from the Collective Agreement.

- 3.05 A temporary is an employee(s) who is hired

- i) Public Works - for work resulting from the absence of a regular employee(s) due to vacation, illness, accidents, leave of absence, floaters or banked time off, or
- ii) Recreation - for work resulting from the absence of a regular employee(s) due to vacation, illness in excess of three (3) days, accidents, leave of absence, floaters or banked time off, or
- iii) work during peak periods or special projects but not to reduce the overtime of regular employees

It is understood that the use of temporary employees will not result in the layoff nor the reduction of the hours of work of regular employees. Temporary employees will not be employed so as to replace permanent job vacancy opportunities. No temporary employee will be called into work until all regular employees on layoff are called first.

A temporary employee shall be paid at 80% of the rate of the classification worked and shall be entitled to all provisions of this agreement with the exception of seniority, layoff, recall, **floaters, sick bank**, job security, health benefits, insurance benefits and pension plans.

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

**A temporary employee shall be paid a pro-rated clothing allowance based on days worked the previous calendar year.**

**Vacation pay is as per the Employment Standards Act for New Brunswick.**

A temporary employee who becomes full time shall have their seniority recognized as date of hire full time and the employee's temporary time shall be counted towards the probation period.

- 3.06 Government Grants – All Departments

The Union recognizes the right of the Employer to take advantage of Government grants. For this reason, the Employer agrees to notify the Union 14 days prior to the commencement of the

grant programs with the type of work to be performed, names and duration of the project. However, the Employer agrees:

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

#### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 No Discrimination – The parties hereto agree that there shall be no discrimination practiced or exercised by either party contrary to the Human Rights Act.
- 4.02 Workplace Harassment - The Union and the Employer recognizes the right of employees to work in an environment free from harassment and agree that such issues will not be tolerated in the work place. **The Employer will follow the City of Miramichi Harassment Policy.**

#### **ARTICLE 5 – UNION SECURITY**

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

#### **ARTICLE 6 – MEMBERSHIP DUES**

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

Deductions – Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15<sup>th</sup> day of the month following. Deductions shall be accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made.

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

- 7.01 New Employees - The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check Off.
- 7.02 Copies of Agreement - On commencing employment, the employee's immediate supervisor shall introduce the new employee to his Union Stewart or representative, who will provide him with a copy of the Collective Agreement.

- 7.03 Interviewing Opportunity - A representative of the Union shall be given an opportunity to interview each new employee within regular working hours and without loss of pay for a maximum of thirty (30) minutes at a time and place convenient to the Employer during the first month of employment. The purpose of the meeting shall be to discuss with the new employee the benefits and duties of Union membership and the new employee's responsibilities and obligations to both the Employer and the Union.

#### **ARTICLE 8 CORRESPONDENCE**

- 8.01 Correspondence— All correspondence between the Parties arising out of this Agreement or incidental thereto shall pass to and from the Director of Human Resources and the Secretary of the Union in regards to the Administration and operations of the Collective Agreement for Local 1387.

#### **ARTICLE 9 – LABOUR MANAGEMENT CO-OPERATION COMMITTEE**


- 9.01 Establishment of Committee - A Labour-Management Co-operation Committee shall be established consisting of a minimum of three (3) representatives of the Union and three (3) representatives of the Employer. The Employer's representatives will consist of two members of management and the applicable **Director**. The Committee shall enjoy the full support of both Parties to this Agreement in the interests of maximum service of the public.
- 9.02 Function of Committee - The Committee shall concern itself with matters of the following general nature:
- 1) Considering constructive criticism of all activities so that better relations shall exist between the Employer and employees.
  - 2) Increasing operating efficiency by promoting economical work practices.
  - 3) Improving service to the public.
  - 4) Promoting of safety and sanitary practices and the observance of safety rules.
  - 5) Reviewing suggestions from employees, questions of working conditions and service.
  - 6) Correcting of conditions likely to result in grievances and misunderstandings.
  - 7) Promoting education and training of staff.
- 9.03 Meeting of Committee - The Committee shall meet at least once every three months or at the request of either party at a mutually agreeable time and place.
- 9.04 Chairman of Meetings - An Employer and a Union representative shall be designated as joint Chairman and shall alternate in presiding over meetings.
- 9.05 Minutes of Meeting - Minutes of each meeting shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Collective Agreement.

- 9.06 Jurisdiction of the Committee -The activities of the Labour Management Co-operation Committee shall not supersede the activities of any other committee of the Union or the Employer, and the Labour Management Co-operation Committee shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Labour Management Co-operation Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

#### **ARTICLE 10 – GRIEVANCE PROCEDURE**

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

If a complaint arises which an employee wishes to take up with the Employer, the employee involved will first discuss his difference with his **immediate supervisor** within twenty (20) working days of occurrence. While the employee has the right to be accompanied by his Union Steward, the employee himself must be present at this initial stage of the grievance procedure.





### Step 1

If the employee is not satisfied after the discussion with his **immediate supervisor** within five (5) working days of the date of the grievance, the matter may, within a further five (5) working days, be presented in writing to the **Director** or his designate.

If the employee receives no reply or does not receive satisfactory settlement within five (5) working days from the date which he presented his grievance to the person designated as the first level of the Grievance Procedure, the employee may proceed to Step 2.

### Step 2

Within ten (10) working days from the expiration of the five (5) working day period referred to in Step 1, the employee shall present his grievance in writing to the City Manager at the second level of the Grievance Process, either by personal service or by registered mail.

If the employee does not receive a reply or a satisfactory settlement of his grievance from the City Manager within ten (10) working days from the date on which he presented his grievance at the second level, the employee may refer his grievance to arbitration within ten (10) working days of the date on which he should have received a reply from the City Manager.

- 10.08 Policy Grievance - Where a dispute involving a question of general application or interpretation occurs, or where the Employer has a grievance, Steps 1 (Step 1 and 2) of this Article may be by-passed provided that such grievance is filed within ten (10) working days of the occurrence of the event giving rise to the grievance.
- 10.09 Union May Initiate Grievance - The Union shall have the right to originate a grievance for an employee or group of employees other than through an employee(s) or Steward and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 1.
- 10.10 Grievance on Safety - An employee or group of employees who believe they are being required to work under conditions which are unsafe and unhealthy shall have the right to file a grievance in the third step of the grievance procedure for preferred handling in such procedure and arbitration.
- 10.11 Replies in Writing - Replies to grievance shall be in writing at all stages.
- 10.12 Facilities for Grievances - The Employer shall supply the necessary facilities for the grievance meetings.
- 10.13 Supplementary Agreements - Supplementary agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure, provided herein, unless the Parties to the Collective Agreement agree to the contrary.

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

## **ARTICLE 11 - ARBITRATION**

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

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

Failure to Appoint - If the recipient of the notice fails to appoint an Arbitrator or if the two nominees fail to agree upon a Chairman within seven (7) days of appointment, the appointment shall be made by the Minister of Labour and Employment upon request of either Party.

Board Procedure - The Board may determine its own procedure but shall give full opportunity to all Parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision.

Decisions of the Board - The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Board shall be the decision of the Chairman and, in either case, shall be final, binding and enforceable on both Parties to this Collective Agreement. Notwithstanding this, the Board of Arbitration shall not have any power to alter, modify or amend any of the provisions of this Collective Agreement.

Disagreement on Decision - Should the Parties disagree as to the meaning of the decision, either Party may apply to the Chairman of the Board of Arbitration for clarification of the decision by the Board. Such clarification will be rendered as soon as reasonably possible.

Expenses of the Board - Each Party shall pay:

- 1) The fees and expenses of the nominee it appoints;

- 2) One half the fees and expenses of the Chairman.

Amending of Time Limits - The time limits fixed in both the grievance and arbitration procedure may be extended by agreement of the Parties of this Agreement.

Sole Arbitrator - The Employer and the Union may mutually agree to a sole arbitrator as an alternative to a Board of Arbitration as set forth in 11.01 herein.

## **ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE**

- 12.01 Warnings - Whenever the Employer is required to reprimand an employee for an act, the repetition of which could result in the employee's dismissal. The Employer shall within five (5) days of such reprimand give written particulars to both the employee involved and to the Union.
- 12.02 Discharge Procedure - An employee who has completed his probationary period may be dismissed, but only for just cause. When an employee is discharged or suspended he shall be given the reason in the presence of his Steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.
- 12.03 May Omit Grievance Steps - An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 10 - Grievance Procedure, Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases. The grievance shall be filed within ten (10) working days of the event giving rise to the grievance.
- 12.04 Unjust Suspension or Discharge - Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension or by any other arrangement as to compensation which is just and equitable in the opinion of the Parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.
- 12.05 Crossing of Picket Line - In the event that any other employees of the Employer engage in a strike or where employees in an industrial dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.
- 12.06 Disciplinary Reasons – An employee of the City may be disciplined any time for cause.

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

- a) Neglect of duty;
- b) Consuming intoxicants and illegal substances on City Premises;



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

12.07 Access to Personal File – An employee shall have the right to have access to and review his/her personal file and shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record. Disciplinary action against an employee shall be stricken from his record after eighteen (18) months clean service.

### **ARTICLE 13 – SENIORITY**

- 13.01 Seniority Defined - Seniority is defined as the length of continuous service in the employ of the Employer in the bargaining unit and shall be used where the employee has the required qualifications, ability and physical fitness in determining preference or priority for promotions, transfers, demotions, layoffs, hours of work, and recall. Seniority shall operate on a bargaining-unit-wide basis.
- 13.02 Seniority List -The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- 13.03 Probationary Employees - Newly hired employees shall be considered on a probationary basis for a period of three (3) months of actual work from the date of hiring or as set out elsewhere in this Collective Agreement.

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

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

Loss of Seniority - An employee shall lose his seniority and his/her employment is terminated in the event....

- 1) He is discharged for just cause and is not reinstated.
- 2) He resigns.
- 3) He **fails to return to** work within fourteen (14) calendar days following a layoff and after being notified by Registered Mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.

13.05 Transfer and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his permission. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority for a one year period for the purpose of returning to his former position. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

13.06 Retention of Seniority Rights

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

**ARTICLE 14 – PROMOTIONS AND STAFF CHANGES**

- 14.01 Job Postings - If the Employer determines that a position opening exists as a result of a vacancy or the creation of a new position, then the Employer shall notify the Union within fourteen (14) days in writing and post notice in the Employer's offices, locker rooms, shops and on all bulletin boards for a period of one week in order that all members will know about the position and be able to make written application therefore.
- 14.02 Information in Postings - Such notice shall contain the following information: Nature of position, required qualifications, ability required, physical fitness, knowledge and education, skills, shift, wage or salary rate or range. These qualifications may not be established in an arbitrary or discriminatory manner.
- 14.03 No Outside Advertising - In order that present employees have a full opportunity to apply, no outside advertisement for additional employees shall be made until a one week posting period has expired.
- 14.04 Role of Seniority in Promotion and Transfers - Both Parties recognize:
- 1) The principal of promotion within the service of the Employer.
  - 2) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications, ability and physical fitness. Appointments from within the bargaining unit shall be made within three (3) weeks of the closing of posting.

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

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

- 14.05 Trial Period - The successful applicant shall be placed on trial for a period of up to 90 days (but not less than 30 days). Conditional on satisfactory service, such trial period promotion shall become permanent after the period of 90 days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification he shall be returned to his former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position without loss of seniority and wage or salary. A successful candidate must decide within thirty (30) days if he wants to return to his former job.
- 14.06 Promotions Requiring Higher Qualifications - In cases of promotion requiring higher qualifications or certifications under Government regulation, the Employer shall give consideration to the senior employee who does not possess the required qualification but is actively involved in the appropriate program to obtain the required qualifications or certification. Such employees will be given an opportunity to qualify within six (6) months on all positions with the exception of positions that require training under recognized Department of Labour programs and to revert to his former position if the required qualifications are not met within such time.
- 14.07 Union Notification - The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and termination of employment.
- 14.08 Accommodation - An employee who has been incapacitated at his work by injury or compensable occupational disease or, through advancing years, loss of driving privileges or temporary displacement, is unable to perform his regular duties will be employed in other work of the bargaining unit which he can do at the rate of pay of such work, without regard to other seniority provisions of this Agreement, except that such employee may not displace an employee.
- The employee shall immediately advise the employer if there is any loss of their driving privileges.
- 14.09 Job Training - The Employer shall inaugurate and maintain a system of "on the job" training so that every employee shall have the opportunity of receiving training and qualifying for promotion, in the event of a vacancy arising, to the position next senior to his own. Accordingly, employees shall be allowed regular opportunities to learn to work

of such positions during the regular working hours by arranging with interested employees to exchange positions for temporary period, without affecting the rate of the employee concerned.

- 14.10 Access to Job Postings by Temporary Employees – All temporary employees are encouraged and invited to apply for any posted position or vacancy for which they are qualified. If there is no application for the position by one or more qualified fulltime employees then the position will be filled by a qualified temporary employee.

#### **ARTICLE 15 – LAYOFFS & RECALLS**

- 15.01 Layoff and Recall Procedure - Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of layoff employees shall be laid off in reverse order of their seniority, subject to the retention of employees with the required qualifications, abilities and physical fitness and they shall be recalled in order of their seniority provided that they are capable of performing the duties.
- 15.02 No New Employees - No new employees will be hired until those laid off have been given an opportunity of re-employment.
- 15.03 Notice of Layoff - The Employer shall notify the employee who is to be laid off thirty (30) working days before the layoff is to be effective after one (1) year of employment and ten (10) working days one year or less of employment. If the employee laid off has not had the opportunity to work thirty (30) full days or ten (10) full days after notice of layoff, he shall be paid in lieu of work for that part of thirty (30) or ten (10) days during which work was not made available.

The employee must submit his resignation thirty (30) working days before the effective date of his resignation after one year of employment and ten (10) days one year or less of employment.

- 15.04 Continuation of Coverage – The Employer agrees to pay full coverage to the group insurance plans for employees laid off for periods of less than six (6) months.
- 15.05 Grievance in Layoffs - Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 of the Grievance Procedure within five (5) working days of the date of layoff.

#### **ARTICLE 16 - HOURS OF WORK**

- 16.01 (a) Public Works - The normal week shall consist of five (5) eight (8) hour days from Monday to Friday inclusive, for a total of forty (40) hours per week. The normal work day shall not commence before 8:00 am nor finish later than 5:00 pm. No eight (8) hour shift shall be spread over a period longer than nine (9) hours, with one hour off for lunch. Except as hereinafter provided, the hours of work shall be from 8:00 am to 12:00 noon and 1:00 pm to 5:00 pm.
- (b) The normal work hours during the months of **April** through October shall be 7:30 am to 12:00 pm and 12:30 pm to 4:00 pm Monday to Friday inclusive.

(c) Public Works – Water Treatment Plant – **Hours of work shall be 7:30 am to 12:00 pm and 12:30 pm to 4:00 pm Monday to Friday inclusive plus weekend coverage at straight time as per current practise.**

(d) Recreation – The normal workweek will consist of five (5) eight (8) hour shifts from Sunday to Saturday inclusive for a total of forty (40) hours per week.

(e) It is recognized that the City has the flexibility to utilize employees from one division to another (ie. Public Works to Recreation or reverse Monday to Friday at straight time).

**(f) The hours of work for the caretaker at City Hall will be flexible, as mutually agreed to by the caretaker and Employer, based on a 40 hour work week. Overtime will be applied in accordance with the collective agreement.**

16.02 Working Schedule -The hours and days of work of each employee shall be posted in an appropriate place at least two weeks in advance. Notwithstanding this provision, the Employer may implement shift work as follows:

1) Weekend Shift - Two employees shall be scheduled for weekend coverage from 8:00 am until 5:00 pm **(November to March) and from 7:30 am to 4:00 pm (April-October)** on Saturday and Sunday each week. Eight (8) employees of the bargaining unit in Public Works Department shall work this weekend schedule on a rotating basis two **(2)** at a time. Regular days off shall be as mutually agreed between the scheduled employees and the Department Head. Article 14 - Job Postings shall be followed when selecting employees for this weekend shift. **When not all of the positions are filled following the posting, the employer shall maintain the posting open until eight (8) employees have showed their interest. If the number of employees goes below four (4) and no employees apply for the vacancy the junior qualified employee will be appointed. Once the number of four (4) employees is reached, then one employee will be scheduled per weekend shift.** Notwithstanding the above, it is agreed that the City may schedule one employee on weekend shifts during the eight week “summer” period.

Weekend Shift time worked shall be banked at straight time for later time off with pay to a maximum of eighty (80) hours.

Whenever there is a statutory holiday, as listed in Article 19, the employee that was working the preceding weekend shall be responsible to work that holiday.

2) Seasonal Shift - A seasonal shift **shall** be scheduled during the months of November through May. This weekly shift would be scheduled to work Sunday to Thursday with Friday and Saturday as regular days off. No more than four (4) regular employees may be required to work this seasonal shift. The work schedule shall be 7 pm to 3 am from November to March and 6 pm to 2 am for April and May.

16.03 Hours of Shift Workers - On half-hour mealtime shall be included as part of the regular scheduled work period for employees on evening and night shift.



- 16.04 Minimum Hours - An employee reporting for work on his regular shift shall be paid his regular rate of pay for the entire period of work, with minimum of three (3) hours pay if he does not commence work and a minimum of four (4) hours pay if the employee does commence work.
- 16.05 Break Period - All employees shall be permitted a fifteen (15) minute **break** period, both in the first and second half of shift. **Break periods begin when work ceases at the work site.**
- 16.06 Wash Up Time - Employees shall be allowed five (5) minutes of wash up time before the lunch period and before quitting time.
- 16.07 Union Meeting Night - On the day in each month on which the regular monthly, special or deferred meeting of the Union is scheduled, work shall cease not later than 6:00 p.m. except in cases of emergency.

#### **ARTICLE 17 – OVERTIME**

- 17.01 Where the City determines that overtime work is required, the City will follow the applicable overtime roster.
- 17.02 Overtime Rates - Overtime rates shall apply for work as follows:
- 1) On a regular work day - Time and one half (1 ½ x) for the first four (4) hours and double time (2x) after four (4) hours in any one day or shift.
  - 2) On a regular scheduled day off - Double time (2x)
- 17.03 No Layoff to Compensate for Overtime - Employees shall not be required to lay off during regular hours to equalize any overtime worked.
- 17.04 Overtime for Temporary Employees – **Temporary** employees working less than eight (8) hours per day and who are required to work longer than the regular working day shall be paid at a rate of straight time for the hours so worked, up to and including eight (8) hours in the working day. Regular overtime rates shall apply after eight (8) hours in the working day and for all work performed on Holidays and regular days off.
- 17.05 Sharing of Overtime – The Employers shall endeavour to equally divide overtime and call-back time among the employees who are willing and qualified to perform the work that is available. The Employer shall endeavour to first call the qualified employee who is available with the least number of overtime hours worked to date. If two or more qualified employees have the same lowest number of hours worked, the most senior employee will be called first.
- 17.06 Minimum of Overtime - Overtime work shall be on a voluntary basis. The Employer will endeavour to keep overtime to a minimum.
- 17.07 Overtime During Layoffs - When there are individuals on layoff readily available to perform the available overtime work, then, subject to operational requirements, such individuals will be given the opportunity to perform the work.



- 17.08 Minimum Callback Time - An employee who is called in and required to work outside his regular working hours shall be paid for a minimum of four (4) hours at overtime rates. This clause shall continue to be administered as per current practise, ex. storm call-ins are related work.
- 17.09 Meal Allowance - An employee required to work more than two (2) hours overtime beyond his regular shift shall be provided with an adequate meal. Reimbursement to the employee will be made after receipts for meals are provided. The meal shall be provided within one (1) hour of the end of his regular shift. An additional meal shall be provided every four (4) hours thereafter.
- 17.10 For Overtime Worked - Time off may be taken in lieu of money at a mutually agreeable time at the appropriate overtime rates. Operational/manpower needs as determined by the Employer will govern. A maximum of Eighty (80) hours may be banked per year. No more than forty (40) of those hours may be used for time off. The Employee will indicate to the Employer by May 1<sup>st</sup> on the form to be provided by the employer the number of hours to be paid out on **the first pay in June** each year. Any time owing at the end of the calendar year shall be paid out **on the first pay in December** each year.

#### **ARTICLE 18 - SHIFT WORK**

- 18.01 Shift Premium - In recognition of the undesirable features of shift work employees shall receive eighty cents (\$0.80) per hour additional compensation for working on the evening or night shift.
- 18.02 Definition of Shifts - Evening shifts shall be defined as those shift in which the major portion of hours worked occurs between 4:00 p.m. and 12 midnight. Night shifts shall be defined as those shifts in which the major portion of hours worked occurs between 12:00 midnight and 8:00 a.m.
- 18.03 Shift Preference - Seniority shall determine shift preference subject only to ability to perform the job required.

#### **ARTICLE 19 - HOLIDAYS**

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Easter Monday	Boxing Day
New Brunswick Day	
Four (4) hours on New Year's Eve Day and	
Four (4) hours on Christmas Eve Day	

and three (3) days off (floating days) during the year and any other day proclaimed as a Holiday by the Federal, Provincial or the Municipal Governments.

Floater cannot be carried to the next year.

19.02 Holiday Falling on Weekend – When any of the above mentioned Holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be the Holiday for the purpose of this agreement.

19.03 Holiday Pay – Employees who are not required to work on the above Holidays shall receive Holiday pay equal to one normal day's pay. Employees who are required to work shall be paid as follows:

1) On a Holiday when the employee was scheduled to work - Time and one half (1½ x) plus another day off with pay at a time mutually agreeable between the employee and Employer.

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

The employee shall indicate on his time sheet whenever he wants to be paid or to bank his hours.

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

## **ARTICLE 20 – VACATIONS**

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

a) Less than one years service – One (1) working day for each calendar month of service to a maximum of ten (10) days – 80 hours.

b) Three (3) weeks – (120) hours after one (1) year.

c) Four (4) weeks – (160) hours after eight (8) years.

d) Five (5) weeks – (200) hours after fifteen (15) years.

e) Six (6) weeks – (240) hours after twenty two (22) years.

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

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

The above does not apply to employees who are on Workers' Compensation, L.T.D., Sick Leave or Disability Insurance. For such employees, the Employer shall pay the annual vacation entitlement for each two (2) years maximum. Where the employee is receiving monies from Workers' Compensation, L.T.D., Disability Insurance or Sick Leave then the Employer shall top up monies received from such sources so that the total monies received from all sources shall equal the employee's regular vacation pay for the vacation period to which he is entitled (maximum two (2) annual vacations.). The continuation of this clause is subject to legal requirements on the Employer as per statute and disability contract.


- 20.02 Holidays During Vacation - If a paid Holiday falls or is observed during an employee's vacation period, he shall be granted an additional day's vacation for each Holiday, in addition to his regular vacation time.
- 20.03 Calculation of Vacation Pay - Vacation pay shall be at the rate effective immediately prior to the vacation period.
- 20.04 Vacation Pay on Termination - An employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- 20.05 Preference in Vacations - Vacation shall be granted first on the basis of seniority among those employees having children who attended school during the preceding Spring and, secondly, on the basis of seniority among those who did not have children attending school in the preceding Spring, if such vacation is requested during the months of July and August.
- 20.06 Vacation Schedules - Vacation schedules shall be posted by April 15<sup>th</sup> each year and shall not be changed unless mutually agreed to by the employee and the employer. Vacation entitlement to be utilized by December 31<sup>st</sup> of the year of entitlement unless mutually agreed to carry over.
- 20.07 Unbroken Vacation Period - An employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the employer.
- 20.08 Illness During Vacation - Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation.
- 20.09 Number on Vacation - The number of employees permitted to be on vacation at the same time will be subject to operational requirements, but the City will endeavour, as much as reasonably possible, to honour employee's requests, based upon seniority.

#### **ARTICLE 21 – SICK LEAVE PROVISIONS**

- 21.01 Sick Leave Defined - Sick Leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

- 21.02 Illness in the Family - In case of illness of an immediate member of the Family of an employee where no one is at home, other than an employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying his superior, to use a maximum of three (3) accumulated sick leave days per year for this purpose.
- 21.03 Amount of Sick Leave - All employees shall be entitled to receive one and one half (1½) days sick leave per month accumulative to two hundred and forty (240) days.
- 21.04 Deductions from Sick Leave -A deduction will be made from accumulated sick leave for all normal working days (exclusive of Holidays) absent for sick leave as defined in 21.01.
- 21.05 Proof of Illness -An employee may be required to produce a certificate from a qualified medical practitioner after two (2) days, certifying that such an employee is unable to carry out his duties due to illness. If and when abuse of sick time is present, such will be referred to the Labour-Management Committee.
- 21.06 Sick Leave During Leave of Absence - When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he shall not receive a sick leave credit for the period of such absence but shall retain his cumulative credit, if any, existing at the time of such leave or layoff.
- 21.07 Sick Leave Without Pay - Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.
- 21.08 Local Union Sick Leave Bank - The employer shall deduct one quarter (¼) days sick leave per month off each employee's sick leave credits as provided for in Article 21.03, which will be placed in a Union Sick Leave Bank and administered by the Union Sick Leave Committee. The Committee may, by withdrawal from the Sick Leave Bank, grant sick leave with pay to an employee, who, through a prolonged illness, has exhausted his own sick leave credits. The employer shall supply to the Union, annually, a list showing amount of sick leave days in the Bank. There shall be a ceiling of one thousand (1000) days for the sick leave bank and a minimum of seven hundred (700) banked days before it is to be replenished.
- 21.09 Additional Floater - Each employee shall be allowed to accumulate an additional floating holiday for each calendar year of work in which he does not utilize any sick leave credits.

## **ARTICLE 22 - LEAVE OF ABSENCE**

- 22.01 Union Conventions with Pay – Leave of Absence with pay and without loss of seniority shall be granted upon request to the Employer, to employees elected or appointed to represent the Union at Union conventions or seminars. Such leave shall not exceed a total of three (3) days in one year for the bargaining unit.
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**22.02 Leave for Union Business**

**(a) Leave of absence without pay shall be granted, upon request to the City to employees selected by the union, or by the Local for the purpose of attending:**

**(i) Preparations for bargaining sessions with the Employer:**

**(ii) National executive and committee meetings of the Canadian Union of Public Employees and its affiliated or chartered bodies;**

**(b) The number of employees entitled to take leave at the same time, in accordance with Article 22.02 (a) (ii), shall be at the discretion of the City and determined by the number of employees available and only when vacancies can be replaced at straight time.**

**(c) Leave without pay shall be granted to a maximum of one (1) employee, upon request to the City to employees sitting at the Bargaining session with the Employer. Time off is to be requested in writing as soon as mutual dates for negotiations are established between the parties.**

**(d) For the purpose of leave granted pursuant to paragraph 22.02 (a) & (c), the City shall maintain the full salary and benefits of the employee during the leave of absence. The Union shall then reimburse the City. Application in writing for such leave shall be made at least ten (10) days in advance whenever possible. Such request shall not be unreasonably withheld.**

**(e) Leave with pay shall be granted to a maximum of four (4) employees, upon request to the City to employees sitting at the Bargaining session with the Employer. Time off is to be requested in writing as soon as mutual dates for negotiations are established between the parties.**

**N.B. Occupational Health & Safety Seminar - One employee shall suffer no loss of regular earnings for attendance at the Annual N.B. Occupational Health & Safety Seminar. Such employee shall be selected by the Union.**

**22.03 Leave for Union and Public Duties - Any employee who is elected or selected for a full time position with the Union or anybody with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without pay and without loss of**

seniority by the Employer for a period of up to one year. Such leave shall be renewed each year on request during his term of office.

- 22.04 Bereavement Leave - An employee shall be granted five (5) consecutive days leave without loss of salary or wages in the case of the death or serious illness of a spouse, common law spouse, son, daughter, stepchild, parent, **brother or sister** and three (3) consecutive days in the case of death or serious illness of mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. Where the burial occurs outside the Province, such leave shall include, as well, reasonable travelling time, so that the total leave shall not exceed seven (7) days provided the employee attends the funeral. There shall be no pay granted for such leave that falls on non-working days.

When the leave set out herein commencing the date of death does not extend to the date of the funeral, then the day of the funeral shall be granted as leave without loss of regular earnings in addition to the aforementioned leave.

- 22.05 Jury or Court Witness Duty - The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury duty service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.
- 22.06 Education Leave - Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications in the service.
- 22.07 General Leave - The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer.
- 22.08 Mourner's Leave - One half (½) day's leave shall be granted without loss of salary or wages to attend a funeral as pallbearer during the working shift.
- 22.09 Maternity Leave - Notwithstanding the provisions of the *Employment Standards Act* with respect to maternity leave; the parties agree that the following provision shall apply:
- (a) An employee taking maternity leave shall be permitted to use two (2) weeks of her accumulated sick leave credits, at the commencement of her maternity leave.
  - (b) An employee shall notify her Director or designate at least four (4) months prior to the expected delivery date.
  - (c) Maternity Leave may be for a term of up to a maximum of seventeen (17) weeks.
  - (d) A pregnant employee shall provide the Employer with a medical certificate upon request of the Employer, confirming that her health will permit continuation of work.

- (e) Benefits premiums shall be paid by the Employer on behalf of the employee during the first 17 week period of non-paid maternity leave for all benefits listed in Article 30.02. Following return to work, the employee will pay her monies owed to the Pension Fund either by lump sum or by a reasonable payment plan.
- (f) An employee shall not accumulate vacation or sick leave credits while on leave without pay for maternity or parental leave.
- (g) At least ten (10) working days prior to the scheduled date for return to duty, the employee shall notify the Employer of her intention regarding the return. As a condition of return to duty and prior to terminating her maternity leave the employee must submit a doctor's certificate to the employer confirming that her health will not be impaired by her return to duty.
- (h) On return to duty after a period of fifty-two (52) weeks or less, the employee shall be placed in her former position with the same wage rates or adjustments and accumulated seniority and her earned benefits prior to going on maternity leave.
- (i) Parental/Adoption Leave – an employee shall, upon request, be granted leave without pay, as per the *Employment Standards Act* upon the birth or adoption of a child. It is recognized that there may be very little notice provided to the employee by the adoption agency. However, it is expected that the employee will notify the Employer that application to adopt has been made and of intention to take parental leave. Parental Leave and Maternity Leave shall not exceed 52 weeks. Employees opting to continue benefit coverage as per Article 30.02 while on parental leave will be required to continue to pay their portion of the premiums prior to commencement of their leave by submitting post dated checks to Human Resources. Following return to work, the employee will pay his/her monies owed to the Pension Fund either by lump sum or by a reasonable payment plan.
- (j) Should an employee not return to work in the time specified in Articles (c), (h) and (i) without prior notification of extended unpaid leave, their employment shall be deemed to have terminated. In such cases, the employee shall reimburse the Employer for the full amount of benefit premiums paid on her behalf during maternity leave and the full amount of pay charged as sick leave.

22.10 Medical Examinations – the Employer shall reimburse all employees for medical examinations required:

- a) for maintaining Class 1 or 3 driver's license for the life of this agreement;
- b) when employees have to, as a condition of obtaining or maintaining employment, have a medical examination, such costs for examination shall be paid by the Employer.**



**22.11 Driver's License:** All employees are required to provide a copy of their current driver's license to the employer on an annual basis. Employees shall immediately advise the employer if there is any loss of their driving privileges.

## **ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES**

23.01 Pay Days - The Employer shall pay salaries and wages every other Thursday, not later than 12 noon, subject to no technical problems, in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of his wages and deductions.

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

The present benefits shall not be reduced.

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

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

Standby duty shall be equally shared by qualified employees.

(b) The Department utilizes a pager system for after-hour calls. Employees are **required** to carry a **phone** and respond to after-hour calls on a rotating basis. On-call duty is to be shared equally between the two Locals (CUPE Local 1387 and 3863) with each Local responsible for 50% of the on-call duty. Currently, three (3) employees from CUPE Local 3863 and up to five (5) employees from CUPE Local 1387 will be on the on-call rotation. Employees on call will be determined based on seniority and the ability to do the work. **Standby** Guidelines may be updated as required.

23.03 Dirty Work Allowance – In addition to the basic wage, one dollar and fifteen (\$1.15) shall be paid to employees in dirty or hazardous work for the period of such work. Dirty work is defined as work within live sewers, confined spaces (as per the *O.H.S.A.*) and excavation trenches for water lines and live sewer lines.

Special Mechanical Work - An employee who is specifically assigned to perform special mechanical work in the garage shall receive a premium of forty-five (\$.45) per hour while performing such work.

23.04 Temporary Transfer - Should an employee be temporarily transferred or assigned to a higher rated position, the employee shall receive the pay of the higher rated position for the period of such transfer or assignment. The employee shall not receive less than 4 hours paid at the higher rate for such transfer or assignment.

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

After five (5) years of service	\$100.00
After Six (6) years of service	125.00
After Seven (7) years of service	150.00
After Eight (8) years of service	175.00
After Nine (9) years of service	200.00
After Ten (10) years of service	225.00
After Eleven (11) years of service	250.00
After Twelve (12) years of service	275.00
After Thirteen (13) years of service	300.00
After Fourteen (14) years of service	325.00
After Fifteen (15) years of service	350.00
After Sixteen (16) years of service	375.00
After Seventeen (17) years of service	400.00
After Eighteen (18) years of service	425.00
After Nineteen (19) years of service	450.00
After Twenty (20) years of service	475.00
After Twenty One (21) years of service and each subsequent year	500.00

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

#### **ARTICLE 24 – SEVERANCE PAY**

24.01 Severance Pay - If as a result of the Employer ceasing all or part of the operations, or merging with another employer, or if by reason of any changes in operating methods the Employer is unable to provide work for a displaced employee at the same regular rate of pay in a comparable class of work, the employee shall be given thirty (30) days notice and severance pay on the basis of four (4) weeks pay.

24.02 Workplace Health and Safety Compensation Commission

a) All employees subject to this collective agreement shall be covered by the provisions of the *Workers' Compensation Act* of the Province of New Brunswick.

b) When an employee is off work because of an accident or occupational illness resulting from his/her employment and which is accepted as compensable by the Workers' Compensation Board, the Employer will supplement the WHSCC benefit to the extent permitted by WHSCC without offsetting the benefit payable by WHSCC and subject to the provision that any such supplemental payment shall not increase the



employee's net take home pay above his/her regular pre-disability amount, recognizing the non-taxable status of the WHSCC benefits.

c) Pending settlement of the insurable claim, and subject to the conditions of 24.02 (b), the employee shall receive an Employer cheque in the amount of 85% of regular net salary as determined by WHSCC.

In order to receive the Employer cheque, the employee shall assign his compensation cheque, and if applicable, his Canada Pension Plan cheque to the Employer.

d) The employee's benefits plan (excluding LTD) will be maintained in effect by the Employer during the period of "Loss of Earnings" benefits from WHSCC, subject to article 24.02(b).

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

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

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

c) **When an employee has reached the maximum of one hundred and eighty (180) days as per 24.03 (b) he may apply to receive his accumulated severance. The calculated lump sum can be taken in one (1) or two (2) installments subject to Income Tax regulations. Severance amount payable will be calculated and frozen based on the employee's hourly wage at the time of the initial installment payment.**

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

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

## **ARTICLE 25 - JOB CLASSIFICATION AND RE-CLASSIFICATION**

25.01 No Elimination of Present Classifications - Existing classification shall not be eliminated without prior agreement with the Union.

25.02 Changes in Classification - Where the Union and/or an employee feel he is unfairly or incorrectly classified or when any position not covered by Appendix "A" is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree to the reclassification and/or rate of pay of the job in question such dispute shall be submitted to grievance and



arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

#### **ARTICLE 26 – SAFETY AND HEALTH**

- 26.01 All parties shall make full effort to ensure the *Occupational Health and Safety Act* and Regulations are adhered to.
- 26.02 Safety Committee - A City-wide Joint Health and Safety Committee shall be formed with equal representation from the Unions and the City or as agreed. Each Local shall have two (2) representatives on the Committee.
- 26.03 Pay for Injured Employees – An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his regular rate of pay without deductions from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

#### **ARTICLE 27 - JOB SECURITY**

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

#### **ARTICLE 28 - TECHNOLOGICAL CHANGES**

- 28.01 Technological Changes - The introduction of technological changes or methods of operation which affects the working condition of the bargaining unit shall be subject to negotiations between the Parties; if the Parties cannot resolve such disputes the matter shall be processed in accordance with the procedures of the New Brunswick *Industrial Relations Act* (1971).

#### **ARTICLE 29 - UNIFORMS AND CLOTHING ALLOWANCES**

- 29.01 Clothing Allowance - On **the first pay in June each year**, the Employer will provide employees in Local 1387 with an annual clothing allowance of **Three hundred dollars (\$300.00)**.

The department will provide, as required, the following:

- a) Goggles, helmets and masks
- b) Rubber and leather gloves
- c) Coveralls
- d) One (1) pair of rubber boots
- e) One (1) rain suit

Employees shall wear clothing required for conditions.

- 29.02 Any employee receiving the dirty work bonus shall have his clothing dry cleaned by the Employer subsequent to such dirty work.
- 29.03 Union Label - Employees desirous of displaying the C.U.P.E. label on their working clothes may do so at no cost to the Employer. C.U.P.E. labels should not be displayed on Employer owned vehicles.

#### **ARTICLE 30 - EMPLOYEE BENEFITS**

- 30.01 Pension Plan - The pension plan will be shown in a separate booklet. This Pension Plan forms part of the Collective Agreement.
- 30.02 Insurance Plan and Health Plan - **The Employer shall pay 100% of premiums for all current full time employees of the bargaining unit for the Health Plan.**

**For all employees who attain full time positions in the bargaining unit after the date of signing of this collective agreement, the Employer will pay 70% of the premium costs and the employees will pay 30% of the premium costs for health and dental coverage.**

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

**Employees who retire after January 1, 2013, will be eligible to pay one hundred (100%) percent of the premium for a health and/or dental plan with the retiree subgroup. Until the retiree subgroup is implemented they will be permitted to remain in the City's health and/or dental plan (with the exception of travel coverage) and to pay one hundred (100%) of the premium. All benefit coverage will cease when they attain the age of sixty-five (65).**

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

#### **ARTICLE 31 - GENERAL CONDITIONS**

- 31.01 Proper Accommodation - Proper accommodation shall be provided for employees to have their meals and keep and change their clothes.
- 31.02 Bulletin Boards - The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- 31.03 Tools and Equipment - The Employer shall supply all tools and equipment required by employees in the performance of their duties. Replacements will be made by producing the worn or broken tool.

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

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

### **ARTICLE 32 - PRESENT CONDITIONS AND BENEFITS**

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

### **ARTICLE 33 - COPIES OF THE AGREEMENT**

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

### **ARTICLE 34 - GENERAL**

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

### **ARTICLE 35 - STRIKE AND LOCKOUTS**

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

### **ARTICLE 36 - TERM OF AGREEMENT**

- 36.01 Effective Date - This Agreement shall be binding and remain in effect from January 1, 2013 to December 31, 2020 and shall continue from year to year thereafter unless either Party give two (2) months prior to December 31, 2020 in any year that it desires its termination or amendment.
- 36.02 Changes in Agreement - Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 36.03 Notice of Changes - Either Party desiring to propose changes or amendments to this Agreement shall, within the ninety (90) day period prior to the termination date, give notice in writing to the other Party to negotiate a new Agreement.


36.04 Agreement to Continue in Force - Where such notice requests revisions only, the following conditions shall apply.

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


SCHEDULES "A" and "B" and Letters of Agreement are attached hereto and form a part hereof.




Signed in the presence of:

  
President

Myr. B. Dean  
Secretary

  
CUPE Representative

CITY OF MIRAMICHI

  
Gerry Cormier  
Mayor

Cathy Goguen  
Cathy Goguen  
City Clerk



**SCHEDULE "A"**  
**CITY OF MIRAMICHI - WAGE SCALE**

	0%	2.5%	2.5%	2.5%	2.5%	2.5%	3.0%	3.0%
CLASSIFICATION	01/01/2013	01/01/2014	01/01/2015	01/01/2016	01/01/2017	01/01/2018	01/01/2019	01/01/2020
<b>Mechanic</b>	<b>26.50</b>	27.16	27.84	28.54	29.25	29.98	30.88	31.81
Foreman	25.14	25.77	26.41	27.07	27.75	28.44	29.30	30.18
<b>Fleet Foreman</b>	<b>25.14</b>	<b>25.77</b>	<b>26.41</b>	<b>27.07</b>	<b>27.75</b>	<b>28.44</b>	<b>29.30</b>	<b>30.18</b>
Machine Operator	23.70	24.29	24.90	25.52	26.16	26.81	27.62	28.45
Water Treatment Plant Operator	23.70	24.29	24.90	25.52	26.16	26.81	27.62	28.45
Waste Water Treatment Plant Operator	23.70	24.29	24.90	25.52	26.16	26.81	27.62	28.45
Maintenance	23.70	24.29	24.90	25.52	26.16	26.81	27.62	28.45
Labourer Recreation	23.26	23.84	24.44	25.05	25.67	26.32	27.11	27.92
Caretaker	23.01	23.59	24.17	24.78	25.40	26.03	26.81	27.62
Labourer	23.01	23.59	24.17	24.78	25.40	26.03	26.81	27.62
Labourer Probationary	22.50	23.06	23.64	24.23	24.84	25.46	26.22	27.01
Labourer Seasonal	21.81	22.36	22.91	23.49	24.07	24.68	25.42	26.18
Labourer Temp.	80% of the classification they work in.							

LEAD HAND (Supervises two or more employees) - shall receive TWENTY FIVE CENTS (\$.25) per hour over his classification rate.

HORTICULTURIST shall receive SIXTY CENTS (\$.60) per hour over his classification rate.

Signing bonus lump sum payment of one thousand (\$1000) dollars will be paid to all employees (prorated for temporary employees based on hours worked in 2013) upon ratification of the collective agreement.

## **SCHEDULE "A"**

### **COLA CLAUSE**

**A.C.O.L.A. will be paid on December 31, 2013, December 31, 2014, December 31, 2015, December 31, 2016, December 31, 2017, December 31, 2018, December 31, 2019, and December 31, 2020 in the following manner:**

**Actual C.O.L.A. payments are determined by % change of National C.P.I. (1971 – 100) as published by Statistics Canada – December 2011 – December 2012, December 2012 to December 2013 – December 2013 to December 2014, - December 2014 to December 2015 - December 2015 to December 2016, December 2016 to December 2017, - December 2017 to December 2018, - December 2018 to December 2019.**

**The C.O.L.A. payment will be based on the base Labourer rate at the time. This rate on December 31, 2013, December 31, 2014, December 31, 2015, December 31, 2016, December 31, 2017, December 31, 2018, December 31, 2019 will be uplifted by any positive % resulting from subtracting 9% from the amount as determined above.**



## LETTER OF AGREEMENT

### SCHEDULE "B"

### BENEFIT PLANS

The Employer agrees that, as of the date of signing of the Collective Agreement or as shortly thereafter as possible, the Benefit Plans shall be updated as follows:

Welfare Plan Benefits as per City of Miramichi Assumption Mutual Life Plan and Blue Cross (or equivalent).

Group Life	\$100,000
AD & D	100,000
Dep. Life	5,000
LTD	66 2/3% of salary with employee on Ltd required to retire at earliest an unreduced pension becomes available. Note: An employee on LTD will only be obligated to retire if he has a minimum of 20 years of pensionable service. Any person receiving LTD at the time of signing the contract will continue to receive at 75% rate. In addition to the above, the Employer will contribute 9% to the Pension Plan.
Hospitalization	Semi-Private Room
Drugs	\$7.50 co-pay
Vision Care	\$250.00 total every two years
Dental Care	Basic 80% Additional 70% Annual maximum \$1,000 per person

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

Signed on behalf of the Parties on this 14<sup>th</sup> day of January, 2014.

City of Miramichi

C.U.P.E. Local 1387

Mayor

CUPE Representative

City Clerk

Local 1387 President


## LETTER OF AGREEMENT

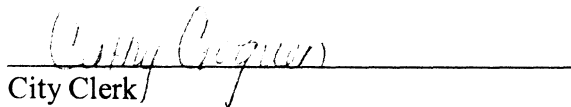
### RE: LINE PAINTING

The Parties agree that Line Painting of catch basins, hatch marks and culvert markings will be carried out as part of this Collective Agreement.

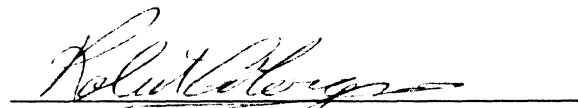
Signed on behalf of the Parties on this 14th day of January, 2014.

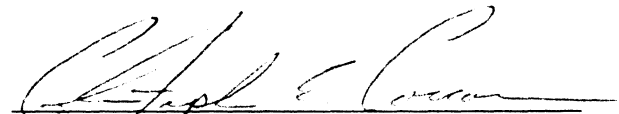
City of Miramichi

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

C.U.P.E. Local 1387

  
\_\_\_\_\_  
CUPE Representative

  
\_\_\_\_\_  
Local 1387 President



## LETTER OF AGREEMENT

The Parties agree that the following working conditions apply to seasonal labourer **Walter Delong** only:

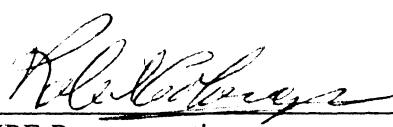
1. A seasonal labourer is an employee hired for a period of at least six months and shall be paid the rate of the seasonal labourer.
2. The seasonal labourer to be guaranteed recall each year as long as they are capable of performing the work assigned.
3. Seasonal labourers shall be entitled to the provisions of the Collective Agreement with the exception of seniority, layoff, recall, health, insurance and pension plans.
4. Seasonal labourers to be paid as per Appendix "A".

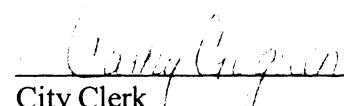
SIGNED on behalf of the Parties this 14<sup>th</sup> day of January, 2014.

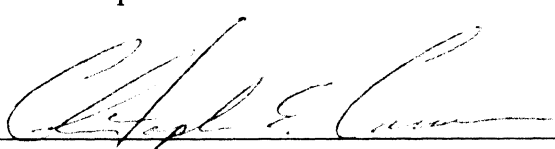
City of Miramichi

C.U.P.E. Local 1387

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
CUPE Representative

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Local 1387 President

## LETTER OF AGREEMENT

Between

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

Of the First Part

And

Canadian Union of Public Employees Local 1387, Hereinafter Referred to as "The Union" of the second part

### **Classification Review Committee**

1. The Parties agree that in order to address the outstanding classification issues, the Parties agree to form a committee upon signing of this agreement to undertake a joint review of all classifications covered by CUPE Local 1387's certification and collective agreement.
2. There will be four (4) representatives from the Employer and four (4) representatives from Local 1387.
3. The committee's recommendations will be implemented if mutually agreed upon by the Union and the Employer during the term of this agreement or the committee's recommendations will be forwarded to the negotiating committee for the next round of bargaining.
4. The Parties agree that this review process to be utilized for existing employees doing their current work under the existing classifications. Notwithstanding the above, Article 25.02 will apply when a new classification is created and/or the significant changes to the duties of a classification.
5. The committee shall review such other aspects of classifications as are mutually agreeable to the Union and the Employer.
6. The committee shall hold its first meeting within 30 days of execution of this collective agreement and, as its first order of business consider the following: Creation of a Maintenance Foreman classification, Increased flexibility in the Caretaker Classification, and a review of the classification of current recreation labourers.

This letter shall form part of the collective agreement.

Signed on behalf of the Parties on this 14<sup>th</sup> day of January, 2014.

City of Miramichi

  
Mayor

  
City Clerk

C.U.P.E. Local 1387

  
CUPE Representative

  
Local 1387 President



LETTER OF AGREEMENT

Between

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

Of the First Part

And

Canadian Union of Public Employees Local 1387, Hereinafter Referred to as "The Union"

Of the Second Part

The Employer agrees that members of the Union enrolled in the City's health and dental plan at the date of ratification of this collective agreement will not be required to cost share premiums for these benefits during their employment with the City.

This letter will form part of the collective agreement.

Signed on behalf of the Parties on this 14<sup>th</sup> day of January, 2014.

Employer

Mayor

Union

CUPE Representative

City Clerk

President, CUPE Local 1387

LETTER OF AGREEMENT

Between

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

Of the First Part

And

Canadian Union of Public Employees Local 1387, Hereinafter Referred to as "The Union"

Of the Second Part

The Union is invited to provide proposals for alternative methods of the provision of garbage collection and water main flushing to the Employer. The City agrees to share with the Union their costs to have done the service of garbage collection and water main flushing. The City agrees to hear the presentation of the Union for the services studied.

This letter will form part of the collective agreement.

Signed on behalf of the Parties on this 14<sup>th</sup> day of January, 2014.

Employer

Mayor

Union

CUPE Representative

City Clerk

President, CUPE Local 1387



**Letter of Agreement**

**Between**

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

**Of the First Part**

**And**

**Canadian Union of Public Employees Local 1387, Hereinafter Referred to as "The Union"**

**Of the Second Part**

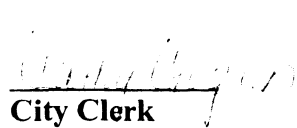
The parties agree that the Fleet Foreman position shall be filled with the incumbent. The classification review committee shall meet within 90 days of signature of this collective agreement to review the duties and qualifications of the position.

This letter will form part of the collective agreement.

Signed on behalf of the Parties on this 14<sup>th</sup> day of January, 2014.

**Employer**

  
**Mayor**

  
**City Clerk**

**Union**

  
**CUPE Representative**

  
**President, CUPE Local 1387**

