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COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF MIRAMICHI

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3863

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THIS AGREEMENT MADE THIS 18 **DAY OF** December, 2010.

Between:

THE CITY OF MIRAMICHI, a body corporate

Hereinafter called the "Employer"

Of the First Part

- and -

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

Hereinafter called the "Union"

Of the Second Part

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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Purpose and Scope of Agreement	4
2	Management Rights	4
3	Recognition and Negotiations	4
4	Discrimination	5
5	Union Security	5
6	Membership Dues	5
7	The Employer and the Union Shall Acquaint New Employees	6
8	Correspondence	6
9	Labour Management Co-Operation Committee	6
10	Grievance Procedure	7
11	Arbitration	10
12	Discharge, Suspension and Discipline	11
13	Seniority	12
14	Promotions and Staff Changes	13
15	Layoffs & Recalls	14
16	Hours of Work	15
17	Overtime	16
18	Shift Work	17
19	Holidays	17
20	Vacations	18
21	Sick Leave Provisions	20
22	Leave of Absence	21
23	Payment of Wages and Allowances	23
24	Severance Pay	25
25	Job Classification and Re-Classification	25
26	Safety and Health	26
27	Job Security	26
28	Technological Changes	26
29	Uniforms and Clothing Allowances	27
30	Employee Benefits	27
31	General Conditions	27
32	Present Conditions and Benefits	28
33	Copies of the Agreement	28
34	General	28
35	Strike and Lockouts	28
36	Term of Agreement	28
	Schedule "A" – Wage Scale	31
	Schedule "B" – Benefit Plans	32
	Schedule "C" – C.O.L.A. Clause	33
	Letter of Agreement – Labour Management Co-Operation Committee	34
	Letter of Agreement – Job Description	35
	Letter of Understanding – Job Sharing	37

ARTICLE 1 - PURPOSE AND SCOPE OF AGREEMENT

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

ARTICLE 2 – MANAGEMENT RIGHTS

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

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

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

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

B) Government Grant – The Union recognizes the right of the Employer to take advantage of Government grants. For this reason, the Employer agrees to notify the

Union 14 days prior to the commencement of the grant programs with the type of work to be performed, names and duration of the project. However, the Employer agrees:

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

3.05 TEMPORARIES

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

It is agreed that the temporary employee will be paid 80% of the classified rate of pay.

It is agreed that where an employee is expected to be absent for more than thirty (30) working days, then the position will be posted according to the Collective Agreement

ARTICLE 4 - DISCRIMINATION

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

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.

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

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

ARTICLE 8 - CORRESPONDENCE

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

ARTICLE 9 - LABOUR MANAGEMENT CO-OPERATION COMMITTEE

- 9.01 A Labour-Management Cooperation Committee shall consist of four representatives of the Union and four (4) representatives of the Employer, in addition to a member of Council as an observer. The employer's representatives may consist of two management plus the applicable department head(s). The Committee shall enjoy the full support of both Parties to this Agreement in the interest of maximum service of the Public.
- 9.02 Function of Committee - The Committee shall concern itself with matters of the following general nature:
- 1) Considering constructive criticism of all activities so that better relations shall exist between the Employer and employees.
 - 2) Increasing operating efficiency by promoting economical work practices.
 - 3) Improving service to the public.
 - 4) Promoting of safety and sanitary practices and the observance of safety rules.
 - 5) Reviewing suggestions from employees, questions of working conditions and service.
 - 6) Correcting of conditions likely to result in grievances and misunderstandings.
 - 7) Promoting education and training of staff.

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- 9.03 Meeting of Committee - The Committee shall meet at least once a month at a mutually agreeable time and place. No employee shall lose any wages or benefits while attending these meeting.
- 9.04 Chairperson of Meetings - An Employer and a Union representative shall be designated as joint Chairperson and shall alternate in presiding over meetings.
- 9.05 Minutes of Meeting - Minutes of each meeting shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Collective Agreement.
- 9.06 Jurisdiction of the Committee -The activities of the Labour Management Co-operation Committee shall not supersede the activities of any other committee of the Union or the Employer, and the Labour Management Co-operation Committee shall not have the power to bind either the Union or its members or the Employer to any decision or conclusion reached in their discussion. The Labour Management Co-operation Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 9.07 Bargaining Committee - Bargaining Committees shall be appointed and consist of not more than four (4) representatives of the Employer and not more than four (4) members of the Union, as appointees of the Union. The union will advise the Employer of the names of the Union members and the Employer will advise the Union of the names of its representatives.
- 9.08 Representatives of Canadian Union of Public Employees - The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with or negotiating with the Employer. Such representative shall have access to accommodation of the Employer's premises in order to investigate and assist in the settlement of a grievance.
- 9.09 Time Off for Meetings - Any representative of the Union of the Bargaining Committee or the Labour Management Co-Operation Committee who is in the employ of the Employer, shall have the privilege of attending committee meetings held within working hours without loss of remuneration, but not more than four (4) employees may be absent from work at any one time.
- 9.10 Technical Information - The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classification, wage rates, a breakdown of point ratings in job evaluation, pension and welfare and all surveys, manuals, directives, or documents required for collective bargaining purposes. Under no circumstances shall the Employer be obligated to provide the Union with confidential management documents relevant to collective bargaining.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.01 Election of Stewards - In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or

elect stewards, whose duties shall be to assist employees which the Steward represents, in preparing and presenting grievances made in accordance with the grievance procedure established in this Collective Agreement.

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

If a complaint arises which an employee wishes to take up with the Employer, the employee involved will first discuss his difference with his/her immediate supervisor. Such matter must be brought to the attention of his/her immediate Supervisor within twenty (20) working days of occurrence. Both parties will ensure the personnel best able to resolve the dispute are present. While the employee has the right to be accompanied by his Union Steward, the employee himself must be present at this initial stage of the grievance procedures. Working days shall mean Monday to Friday, excluding statutory holidays.

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

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

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

Step 3 - If the Director of Human Resources reply fails to resolve the grievance, it may then, within thirty (30) working days of the date of receipt of the reply of the Director of Human Resources or his representative, be referred to the City Manager.

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

Step 4 - Failing satisfactory settlement within thirty (30) calendar days following the City Manager's decision, the Union may give written notice to the Director of Human Resources, referring the grievance to arbitration.

- 10.08 Policy Grievance - Where a dispute involving a question of general application or interpretation occurs, or where the Employer has a grievance, Steps 1 of this Article may be by-passed provided that such grievance is filed within ten (10) working days of the occurrence of the event giving rise to the grievance.
- 10.09 Union May Initiate Grievance - The Union shall have the right to originate a grievance for an employee or group of employees other than through an employee(s) or Steward and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 1.
- 10.10 Grievance on Safety - An employee or group of employees who believe they are being required to work under conditions which are unsafe and unhealthy shall have the right to file a grievance in the second step of the grievance procedure for preferred handling in such procedure and arbitration.
- 10.11 Replies in Writing - Replies to grievance shall be in writing at all stages.
- 10.12 Facilities for Grievances - The Employer shall supply the necessary facilities for the grievance meetings.
- 10.13 Supplementary Agreements - Supplementary agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure, provided herein, unless the Parties to the Collective Agreement agree to the contrary.
- 10.14 Failure to Act Within Time Limits - On the failure of the grievor or the Union to process a grievance to the next step in the grievance procedure within the time limit specified, the grievance shall be deemed to be abandoned and cannot be reopened.
- The parties may agree to extend the time limits on processing a grievance to the next step in the grievance procedure in accordance with Article 11.07.
- 10.15 Technical Objections to Grievance - No grievance shall be defeated by any formal or technical objection and the Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in

the processing of a grievance, in order to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.

- 10.16 Employer May Initiate Grievance - The Employer shall have the right to originate a grievance with the Union. Such grievances shall be filed with the Union within ten (10) working days of the occurrence of the event giving rise to grievance. The reply of the Union shall be made within five (5) working of the date of receipt. Should that reply not resolve the grievance, the Employer may proceed to arbitration within thirty (30) working days of receipt of the Union reply.

ARTICLE 11 - ARBITRATION

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

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

- 11.02 Failure to Appoint - If the recipient of the notice fails to appoint an Arbitrator, or if the two nominees fail to agree upon a Chairman within seven (7) days of appointment, the appointment shall be made by the Minister of Labour and Employment upon request of either Party.
- 11.03 Board Procedure - The Board may determine its own procedure but shall give full opportunity to all Parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairman is appointed.
- 11.04 Decision of the Board - The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Board shall be the decision of the Chairperson and, in either case, shall be final, binding and enforceable on both Parties to the Collective Agreement. Notwithstanding this, the Board of Arbitration shall not have any power to alter, modify or amend any of the provisions of this Collective Agreement.
- 11.05 Disagreement on Decision - Should the Parties disagree as to the meaning of the decision, either Party may apply to the Chairperson of the Board of Arbitration for clarification of the decision by the Board. Such clarification will be rendered as soon as reasonably possible.
- 11.06 Expenses of the Board - Each Party shall pay:
- (1) The fees and expenses of the nominee it appoints;
 - (2) One half (½) the fees and expenses of the Chairperson.
- 11.07 Amending of Time Limits - The time limits fixed in both the grievance and arbitration procedure may be extended by agreement of the Parties of this Agreement.

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

ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE

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

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 on duty;
- b) Consuming intoxicants and illegal substances on City Premises;
- c) Reporting for duty or being on duty under the influence of liquor;
- d) Destruction of City property through negligence;
- e) Dishonesty;

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

ARTICLE 13 – SENIORITY

13.01 Seniority Defined - Seniority is defined as the length of service as a full time employee in the employ of the Employer, which is comprised of all former municipalities, in the bargaining unit and shall be used where the employee has the required qualifications, ability and physical fitness in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining-unit-wide basis.

13.02 Seniority List -The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union in January and July of each year and posted on all bulletin boards.

13.03 Probationary Employees – All newly hired employees shall be considered on a probationary basis for a period of (4) four months from the date of hiring or as set out elsewhere in this Collective Agreement. The probationary period may be extended by written consent of the Parties.

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

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

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

- 1) He/she is discharged for just cause and is not reinstated.
- 2) He/she resigns.
- 3) He/she is absent from work in excess of five (5) working days without notifying the Employer, unless such notice is not reasonable possible.

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

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

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

ARTICLE 14 – PROMOTIONS AND STAFF CHANGES

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

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

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

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

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

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 closing of the posting.

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

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

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

required qualifications, abilities and physical fitness and they shall be recalled in order of their seniority provided they are capable of performing the duties.

- 15.02 No New Employees - No new employees will be hired until those laid off have been given an opportunity of re-employment.
- 15.03 Notice of Layoff - The Employer shall notify the employee who is to be laid off thirty (30) working days before the layoff is to be effective after one (1) year of employment and ten (10) working days one year or less of employment. If the employee laid off has not had the opportunity to work thirty (30) full days or ten (10) full days after notice of layoff, he shall be paid in lieu of work for that part of thirty (30) or ten (10) days during which work was not made available.

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

- 15.04 Continuation of Employment - The Employer agrees to pay full coverage to the group insurance plans for full time employees laid off for periods of less than six months.
- 15.05 Grievances in Layoffs - Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 2 of the Grievance Procedure within five (5) working days of the date of layoff.

ARTICLE 16 - HOURS OF WORK

- 16.01 a) Recreation Coordinators, Community Development and Tourism Staff - Hours of work will consist of a 35-hour per week schedule based on a flexible workweek. The hours shall be determined through mutual agreement. The employee shall maintain a log on his/her working hours and this log shall be made available to the employer upon request.
- b) Engineering and Public Works Department (All Employees) - The normal workweek shall consist of five (5), eight (8) hour-days from Monday to Friday inclusive, for a total of forty (40) hours per week. The normal workday shall not commence before 8:00 a.m. nor finish later than 5:00 p.m. No eight (8) hour shift shall be spread over a period longer than nine (9) hours with one hour off for lunch. Notwithstanding these hours, it is agreed that the schedule for ENGINEERING TECHNICAL employees working on City capital work projects will be the schedule of the contractors performing the work. These TECHNICAL employees shall be required to work overtime, as necessary, if scheduled by the supervisor. All other provisions of this Collective Agreement shall apply. The normal work hours for Public Works Employees during the months of May through October shall be 7:30 a.m. to 12:00 p.m. and 12:30 p.m. to 4:00 p.m. Monday to Friday inclusive.
- c) All other employees (including clerical, with the exception of 911) The normal workweek shall consist of five (5), seven (7) hour-days from Monday to Friday inclusive, for a total of thirty-five (35) hours per week. The normal workday shall not commence

before 8:00 a.m. nor finish later than 5:00 p.m. No seven (7) hour shift shall be spread over a period longer than eight (8) hours, with one (1) hour off for lunch.

d) Hours of Work for the 911 Classification shall be 42 hours average per week. All 911 occupations working on a rotating shift will rotate as follows: 6:30 a.m. to 6:30 p.m.; 6:30 p.m. to 6:30 a.m., except as mutually agreed. As vacation, statutory holiday and floaters are based upon 8 hours days, it is agreed that 911 operators will bank 4 hours at straight time pay biweekly for the purpose of achieving a 12 hour vacation/stat/floater benefit.

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

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

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

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

ARTICLE 17 – OVERTIME

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

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

(1) On a regular work day: Time and one-half (1½x) for the first four (4) hours and double time (2x) after four (4) hours in any one day or shift.

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

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

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

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

- 17.04 Overtime for Temporary Employees - Temporary employees working less than seven (7) hours per day and who are required to work longer than the regular working day shall be paid at the rate of straight time for the hours so worked, up to and including seven (7) hours in the working day. Regular overtime rates shall apply after seven (7) hours in the working day and for all work performed on Holidays and regular days off.
- 17.05 Sharing of Overtime - Overtime and callback time shall be divided equally by classification within department among the regular employees who are willing and qualified to perform the work that is available.
- 17.06 Minimum of Overtime - Overtime worked shall be on a voluntary basis. The Employer will endeavour to keep overtime to a minimum.
- 17.07 Overtime During Layoffs - When there are individuals on layoff readily available to perform the available overtime work, then, subject to operational requirements, such individuals will be given the opportunity to perform the work.
- 17.08 Minimum Callback Time - An employee who is called in and required to work outside his regular working hours shall be paid for a minimum of four (4) hours at overtime rates for each unrelated call.
- 17.09 Meal Allowance - An employee required to work more than two (2) hours overtime beyond his regular shift shall be entitled to a meal and every four hours thereafter. Reimbursement to the employee will be provided through pay cheque. Meal entitlement as per City travel policy.
- 17.10 Time in Lieu - For overtime worked, time off may be taken in lieu of money at a mutually agreeable time at the appropriate overtime rates. A maximum of eighty (80) hours time off per year may be taken and any time owing at the end of the calendar year shall be paid out. (ie. One (1) hour overtime means pay owing equals 1.5 hours pay or 1.5 hours off).

ARTICLE 18 - SHIFT WORK

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

ARTICLE 19 - HOLIDAYS

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

- | | |
|------------------------------------------|------------------|
| New Year's Day | Labour Day |
| 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 Additional Holiday – When Christmas falls on a Tuesday, Boxing Day shall be observed on the preceding Monday.
- 19.03 Holiday Falling on Weekend – When any of the above noted Holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be the Holiday for the purpose of this Agreement.
- 19.04 Holiday Pay – Employees who are not required to work on the above Holidays shall receive holiday pay equal to one normal day's pay. Employees who are required to work shall be paid in accordance with Article 17.02.
- 19.05 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 is earned in one calendar year to be utilized the next calendar year. Vacation entitlement is based on the calendar year of January to December.
 - (a) Less than one years service: One (1) working day for each calendar month of service to a maximum of ten (10) days.
 - (b) Three (3) weeks after one (1) year
 - (c) Four (4) weeks after eight (8) years
 - (d) Five (5) weeks after fifteen (15) years
 - (e) Six (6) weeks after twenty two (22) years.

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

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

The above does not apply to employees who are on Workers' Compensation, L.T.D., Sick leave or Disability Insurance. For such employees, the Employer shall pay the annual vacation entitlement for each of 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 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 Vacation schedules shall be posted by April 15th each year and shall not be changed unless mutually agreed to by the employee and the Employer. Vacation to be utilized by December 31st of the year of entitlement, unless mutually agreed to. Vacation shall be granted on a departmental basis in accordance with seniority subject to the City's operational requirements.
- 20.06 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.
- 20.07 Illness Bereavement During Vacation - sick leave & bereavement Leave may be substituted for vacation where it can be established by the employee that an Illness or accident or bereavement as per article 22.04 occurred while on vacation.
- 20.08 Vacation Pay - Employees may, upon giving at least one week's notice, receive on the last office day preceding commencement of their annual vacation any cheques which may fall due during the period of their vacation.

ARTICLE 21 – SICK LEAVE PROVISIONS

- 21.01 Sick Leave Defined - Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- 21.02 Illness in the Family - In case of illness of an Immediate member of the family of an employee where no one at home, other than the employee, can provide for the needs of the ill person. The employee shall be entitled after notifying his superior to use a maximum of three (3) accumulated sick leave days per year for this purpose.
- 21.03 Amount of Sick Leave - All employees shall be entitled to receive one and one-half (1½) days sick leave per month accumulative to two hundred and forty (240) days.
- 21.04 Deduction from Sick Leave - A deduction shall be made from accumulated sick leave for all normal working days (exclusive of Holidays) absent for sick leave as defined in 21.01.
- 21.05 Proof of Illness - An employee may be required to produce a certificate from a qualified medical practitioner after two (2) days certifying that such employee is unable to carry out his duties due to illness. If and when abuse of sick time is present, such will be referred to the Labour Management Committee.
- 21.06 Sick Leave During Leave of Absence - When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he shall not receive sick leave credits for the period of such absence but shall retain his cumulative credit, if any, existing at the time of such leave• or layoff.
- 21.07 Sick Leave Without Pay - Sick Leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.
- 21.08 Local Union Sick Leave Bank - The Employer shall deduct one quarter (1/4) day sick leave per month off each employee's sick leave credits as provided for in Article 21.03, which will be placed in a Union Sick Leave Bank and administered by the Union Sick Leave Committee. The Committee may, by withdrawal from the Sick Leave Bank, grant sick leave with pay to an employee who, through a prolonged illness, has exhausted his own sick leave credits. The Employer shall supply to the Union annually a list showing the amount of sick leave days in the Bank. There shall be a ceiling of one thousand (1000) days for the sick leave bank and a minimum of seven hundred (700) banked days before it is to be replenished.
- 21.09 Additional Floater - Each employee shall be allowed to accumulate an additional floating holiday for each calendar year of work in which he does not utilize any sick leave credits.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Union Business - Where permission has been granted to a representative of the Union to leave his employment temporarily in order to conduct negotiations with the Employer, or to process a Grievance, he shall suffer no loss of pay for the time so spent.

22.02 Union Conventions Without Pay

(i) Leave of absence without pay and without loss of seniority shall be granted upon request of the Employer, to employees elected or appointed to represent the Union at Union conventions or seminars or union business. Such leave shall not be unreasonably withheld.

(ii) Union Conventions With Pay - Leave of absence with pay and without loss of seniority shall be granted upon request to the President or his substitute at a Union convention or seminar. Such leave shall not exceed a total of three (3) days in one year for the bargaining unit.

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

22.03 Leave for Union and Public Duties - Any employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without pay and without loss of seniority by the Employer for a period up to one year. Such leave shall be renewed each year on request during his term of office.

22.04 Bereavement Leave -

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

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

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

other expenses. The employee will present proof of service and the amount of pay received.

- 22.06 Education Leave - Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications in the service. When employees have to, as a condition of employment, have a medical examination, such costs for examinations shall be paid by the Employer.
- 22.07 General Leave - The Employer may grant leave of absence without pay and without loss of seniority to any employee on the understanding that the Employer has sole discretion with regards to the approval or disapproval of each request. All requests must be in writing.
- 22.08 Maternity Leave - Notwithstanding the provisions of the *Employment Standards Act* with respect to maternity leave, the parties agree that the following provisions shall apply.
- 22.09 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.
- 22.10 An employee shall notify her Department Head at least four (4) months prior to the expected delivery date.
- 22.11 Maternity Leave may be for a term of up a maximum of fifteen (15) weeks as per the *Employment Standards Act*.
- 22.12 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.
- 22.13 Benefits premiums shall be paid by the Employer on behalf of the employee during the first 15 week period of non-paid maternity leave for all benefits listed in Article 31.
- 22.14 An employee shall not accumulate vacation or sick leave credits while on leave without pay for maternity leave. Following return to work, the employee will pay his/her monies owed to the Pension Fund.
- 22.15 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.
- 22.16 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.
- 22.17 Child Care Leave - An employee shall, upon request, be granted leave without pay, for a period of up to thirty-seven (37) weeks 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. Child care Leave and Maternity Leave shall not exceed 52 weeks.

22.18 Should an employee not return to work in the time specified in Articles 22.11 and 22.16 and 22.17 without prior notification of extended unpaid leave, her employment shall be deemed to have terminated. In such cases, she shall reimburse the Employer for the full amount of benefit premiums paid on her behalf during maternity leave and the full amount of pay charges as sick leave.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

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

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

The present benefits shall not be reduced.

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

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

Standby duty shall be equally shared by qualified employees.

23.03 Temporary Transfer

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

When an employee replaces a position outside the bargaining unit, he will be paid five (5) per cent above his/her regular rate of pay.

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

After five (5) years of service	\$100.00
After six (6) years & service	\$125.00
After seven (7) years of service	\$150.00
After eight (8) years of service	\$175.00
After nine (9) years of service	\$200.00
After ten (10) years of service	\$225.00

After eleven (11) years of service	\$250.00
After twelve (12) years of service	\$275.00
After thirteen (13) years of service	\$300.00
After fourteen (14) years of service	\$325.00
After fifteen (15) years of service	\$350.00
After sixteen (16) years of service	\$375.00
After seventeen (17) years of service	\$400.00
After eighteen (18) years of service	\$425.00
After nineteen (19) years of service	\$450.00
After twenty (20) years of service	\$475.00
After twenty one (21) years of service and each subsequent year	\$500.00

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

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ARTICLE 24 – SEVERANCE PAY

24.01 Workers' Compensation Act

- (a) All employees subject to this collective agreement shall be covered by the provisions of the *Workers' Compensation Act* of the Province of New Brunswick.
- (b) When an employee is off work because of an accident or occupational illness resulting from his/her employment and which is accepted as compensable by the Workplace Health and Safety Compensation Commission the Employer will supplement the WHSCC benefit to the extent permitted by WHSCC without offsetting the benefit payable by WHSCC and subject to the provision that any such supplemental payment shall not increase the employee's net take home pay above his/her regular pre-disability amount, recognizing the non-taxable status of WHSCC benefits.
- (c) Pending settlement of the insurable claim, and subject to the conditions of 24.01 (b), the employee shall receive an Employer cheque in the amount of 85% of regular net salary as determined by WHSCC.

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

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

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

- (a) for employees with more than one (1) year service but less than five (5) years service shall receive two (2) weeks pay;
- (b) for employees with more than five (5) years service, they shall receive five days pay for each year of service to a maximum of one hundred eighty (180) days.

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 classifications shall not be eliminated without prior agreement with the Union. It is understood by the Parties that the existence of separate classifications in the Collective Agreement does not imply that these classifications must be filled.

25.02 Changes in Classification - When the duties in any classification are changed or increased, or when the Union and/or employees feel he is unfairly or incorrectly

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classified, or when any position not covered by Appendix "A" is established during the term of this agreement, the rate of pay shall be decided by the Joint Job Evaluation Committee. The new rate shall become retroactive to the time the position was first filled by an employee.

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

ARTICLE 26 – SAFETY AND HEALTH

- 26.01 All parties shall make full effort to ensure the *Occupational Health and Safety Act* and Regulations are adhered to.
- 26.02 Safety Committee - A City-wide Joint Health and Safety Committee shall be formed with equal representation from the Unions and the City or as agreed. Each Local shall have two (2) representatives on the Committee.
- 26.03 Pay for Injured Employees – An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his regular rate of pay without deductions from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.
- 26.04 Excavation Work - When men are employed in excavation work, there shall be a man on the surface of the ground to ensure the safety of men engaged in the trench and to assist in the carrying out of the work. Excavations shall be properly shored, if necessary.

ARTICLE 27 - JOB SECURITY

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

ARTICLE 28 - TECHNOLOGICAL CHANGES

- 28.01 In the event that the Employer should introduce methods or equipment which require new or greater skills than possessed by the employees under the present method of operation, such employees shall be given a reasonable opportunity to acquire the skills necessitated by the new methods of operation.
- 28.02 Technological change as defined in 28.01 above shall be discussed by the Labour-Management Committee prior to implementation.

- 28.03 In carrying out any technological changes that would result in any job loss to any union member, the City agrees to notify the union three (3) months in advance of such technological change by advising the union of;
- a) The nature of such change.
 - b) The date such change is to take effect.
 - c) The number of employees involved.
 - d) The effect of such change on the working condition.

ARTICLE 29 - UNIFORMS AND CLOTHING ALLOWANCES

- 29.01 On or about June 1, the Employer will provide a clothing allowance of \$275.00 per year for the Superintendents and Assistants in the Public Works Department, plus the Civil Engineering Technician and the Project Engineer in the Engineering Department.
- 29.02 Union Label - Employees desirous of displaying the C.U.P.E. label on their working cloths may do so at no cost to the Employer. C.U.P.E. labels should not be displayed on Employer owned vehicles.
- 29.03 Travel Allowance – Travel allowance will be paid as per City Policy.

ARTICLE 30 - EMPLOYEE BENEFITS

- 30.01 Pension Plans - The Pension Plan signed by both parties is attached and shall be part of this Collective Agreement.
- 30.02 Insurance Plan and Health Plan - The Employer shall pay the full cost of premiums for all employees of the bargaining unit for the Insurance Plan and the Health Plan. The Employer shall provide benefits as outlined in Schedule B.
- 30.03 Joint Management-Union Benefits Committee – It is recognized that the City has experienced significant increases in health, dental and LTD plan premiums and therefore, the parties have agreed to a Joint Management-Union Benefits Committee. The Joint Management-Union Benefits Committee has a mandate to immediately seek ways in which to reduce benefit costs for the City, including but not limited to, making any agreed-to changes to health, dental and LTD plans if necessary. The assistance of the insurance company may be requested in order to achieve this goal.

ARTICLE 31 - GENERAL CONDITIONS

- 31.01 Proper Accommodations - Proper accommodations shall be provided for employees to have their meals and keep and change their clothes.
- 31.02 Bulletin Boards - The Employer shall provide bulletin boards which shall be placed so That all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

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

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

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

ARTICLE 32 - PRESENT CONDITIONS AND BENEFITS

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

ARTICLE 33 - COPIES OF THE AGREEMENT

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

ARTICLE 34 - GENERAL

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

ARTICLE 35 - STRIKE AND LOCKOUTS

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

35.02 No Lockouts - The Employer agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 36 - TERM OF AGREEMENT

36.01 Effective Date - This agreement shall be binding and remain in effect from the date of signing to December 31, 2012, and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing at least two (2) months prior to December 31st in any year that it desires its termination or amendment. Wage increases and pension benefits shall apply retroactive to January 1, 2007.

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.

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36.03 Notice of Changes - Either Party desiring to propose changes or amendments to this Agreement shall, within the ninety (90) day period prior to the termination date, give notice in writing to the other Party to negotiate a new Agreement.

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

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

Schedules "A" (Wage Scales), Schedule "B" (Benefit Plans), Schedule "C" (C.O.L.A.), Schedule "D" Letter of Agreement on Bill Kane, and Letter of Agreement on City/Union Consultation are attached hereto and form a part hereof.

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SCHEDULE "A"
LOCAL 3863
CITY OF MIRAMICHI - WAGE SCALE

PAY GRADE	POSITION TITLE	12/31/2009	3%	3%	3%
			1/1/2010	1/1/2011	1/1/2012
1	Office Clerk, Police	\$16.85	\$17.36	\$17.88	\$18.41
	Office Clerk, Finance	\$16.85	\$17.36	\$17.88	\$18.41
2	Office Clerk, Finance (Collections)	\$18.27	\$18.82	\$19.38	\$19.96
	Secretary, HR	\$18.27	\$18.82	\$19.38	\$19.96
	Secretary, Fire	\$18.27	\$18.82	\$19.38	\$19.96
	Secretary, Rec	\$18.27	\$18.82	\$19.38	\$19.96
	Secretary – PW (as per JJMC)**	\$19.70	\$20.29	\$20.90	\$21.53
	Secretary – Engineering (as per JJMC)**	\$19.70	\$20.29	\$20.90	\$21.53
	Secretary, Police (Court)	\$18.27	\$18.82	\$19.38	\$19.96
	Secretary – EC, CD & T	\$18.32	\$18.87	\$19.44	\$20.02
3	Payroll and Benefits Officer	\$19.70	\$20.29	\$20.90	\$21.53
	Secretary, Police	\$19.70	\$20.29	\$20.90	\$21.53
4	Accounting Clerk	\$21.13	\$21.76	\$22.42	\$23.09
	Civil Engineer Technologist	\$21.13	\$21.76	\$22.42	\$23.09
5	E911 Dispatcher	\$22.55	\$23.23	\$23.92	\$24.64
	Assistant City Clerk	\$22.55	\$23.23	\$23.92	\$24.64
	System Administrator	\$22.55	\$23.23	\$23.92	\$24.64
6	Recreation Coordinators	\$23.97	\$24.69	\$25.43	\$26.19
	Administration Supervisor	\$23.97	\$24.69	\$25.43	\$26.19
	Tourism Administrator	\$23.97	\$24.69	\$25.43	\$26.19
7	Assistant Superintendents	\$25.41	\$26.17	\$26.96	\$27.77
8					
9	Project Engineer	\$28.26	\$29.11	\$29.98	\$30.88
10	Superintendent	\$29.67	\$30.56	\$31.48	\$32.42
	Asst. Recreation Director	\$29.67	\$30.56	\$31.48	\$32.42

** incumbent redcircled due to pay band change

MW
22

SCHEDULE "B"

BENEFIT PLANS

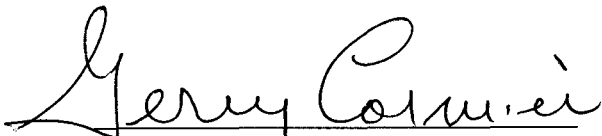
Employee Plan Benefits as per City of Miramichi Assumption Mutual Life and Blue Cross (or equivalent) shall be as follows:

Group		Life	\$100,000
AD	&	D	100,000
Dep.		Life	5,000
Children			2,500
LTD		66.66% with employee on Ltd required to retire at earliest date an unreduced pension becomes available. Note: An employee on LTD will only be obligated to retire if he/she has a minimum of 20 years of pensionable service. Any person receiving LTD at the time of signing of this Collective Agreement to receive LTD at the old 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.

City of Miramichi


C.U.P.E. Local 3863



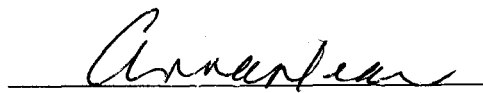
Mayor



CUPE Representative



City Clerk



Local 3863 President

MSE
28



SCHEDULE "C"

C.O.L.A. CLAUSE

A.C.O.L.A. will be paid on December 31, 2010, December 31, 2011 and December 31, 2012, 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 2008 to December 2009 – December 2009 to December 2010, - December 2010 to December 2011.

The C.O.L.A. payment will be based on the base Labourer rate at the time. This rate on December 31, 2009, December 31, 2010 and December 31, 2011 will be uplifted by any positive % resulting from subtracting 9% from the amount as determined above.



JSB
MW

LETTER OF AGREEMENT

RE: LABOUR MANAGEMENT CO-OPERATION COMMITTEE

The Parties agree to discuss the creation of a City Labour Management committee involving representatives for all City Unions and City Management for consultation on matters of mutual interest and policy recommendations, etc. The terms of reference and mandate of the committee are to be agreed between all parties and by way of a separate agreement.

SIGNED on behalf of the Parties, this 18 day of December, 2009.

City of Miramichi

C.U.P.E. Local 3863

Gerry Cormier

Mayor

Robert Schlegel

CUPE Representative

Jan Shauky

City Clerk

Armand

Local 3863 President

MW
JSB

JOB DESCRIPTION

LETTER OF AGREEMENT

Between: City of Miramichi

And: The Canadian Union of Public Employees and its Local 3863

Re: Joint Job Description Committee

1. The Employer and the Union agree to establish a joint job description committee for the purpose of maintaining up-to-date job descriptions for all jobs within the scope of the bargaining unit.
2.
 - a) The joint job description committee (hereinafter called the committee) shall be composed of:
 - Two (2) members appointed by the Employer;
 - Two (2) members of the Union, appointed by the Union.
 - b) Either party may have the assistance of an advisor.
 - c) Members of the committee shall be granted leave of absence with pay and benefits and without loss of seniority for periods of time spent working on the committee.
3. The committee will:
 - a) Prepare draft job descriptions based on the information gathered from the job analysis questionnaires. Where further information is required, interviews shall be held with the employee(s) and the supervisor.
 - b) Forward such job descriptions to the employee(s) and the supervisor for review and comments. The draft job descriptions shall be returned to the committee.
 - c) Review and analyze the employee's and/or supervisor's comments and prepare revised job descriptions, if needed.

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- d) Submit the revised job descriptions to the employee(s) and the supervisor for review and comments, if necessary. Disagreements with the revised job descriptions may be appealed to the committee.
 - e) Ensure all final job descriptions are signed off by the parties and approved by the JJEMC.
4. Any disagreement or dispute by the committee on the job descriptions or the interpretation of matters set out in this agreement shall be brought to the attention of the Employer and Union for resolution.
5. The committee shall endeavour to complete all job descriptions by April 30, 2010.

SIGNED on behalf of the Parties, this 18 day of December, 2009.

For the Union:

For the Employer:

Signature: *Robert Lemaire*

Signature: *Gerry Cormier*

Name: ROBERT LEMAIRE
(print)

Name: Gerry Cormier
(print)

Signature: *Anna Dean*

Signature: *James F. Lamkey*

Name: Anna Dean
(print)

Name: JAMES F. LAMKEY
(print)

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[Handwritten initials]

**JOB SHARING
LETTER OF UNDERSTANDING**

Between: City of Miramichi

And: The Canadian Union of Public Employees and its Local 3863

Re: Job Sharing

The Employer and the Union agree that the Labour Management Committee will research and discuss the concept of job sharing for employees whose bargaining rights are held by CUPE Local 3863.

The Committee agrees to begin addressing this issue by the end of February 2010.

If both parties reach a consensus on the implementation of Job Sharing, this collective agreement will be amended accordingly.

If both parties cannot reach a consensus, the Union will submit the issue at the next round of negotiations.

SIGNED on behalf of the Parties, this 18 day of December, 2009.

City of Miramichi

C.U.P.E. Local 3863

[Signature of Gerry Cormier]

Mayor

[Signature of Robert Longueville]

CUPE Representative

[Signature of Jim Shawby]

City Clerk

[Signature of Anwar Khan]

Local 3863 President

[Handwritten initials]