

COLLECTIVE AGREEMENT

JANUARY 1, 2011 - DECEMBER 31, 2014

between



THE CITY OF MONCTON

and

CUPE·SCFP

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 51

06785 (09)

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THIS AGREEMENT MADE IN DUPLICATE THIS ___ DAY OF _____, 2011.

BETWEEN: THE CITY OF MONCTON, A BODY CORPORATE, DULY AND REGULARLY INCORPORATED UNDER AND BY VIRTUE OF A SPECIAL ACT OF THE LEGISLATURE OF THE PROVINCE OF NEW BRUNSWICK,
HEREINAFTER NAMED AS THE "CORPORATION"

OF THE FIRST PART;

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, THE MONCTON CIVIC EMPLOYEES LOCAL UNION 51,
HEREINAFTER NAMED AS THE "UNION",

OF THE SECOND PART

WITNESSETH:

PREAMBLE:

Whereas it is the desire of both parties to this agreement to maintain harmonious relations and settle conditions of employment between the Corporation and the Union, to promote co-operation and understanding between the Corporation and the Union, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, to encourage efficiency in operation, and to promote the morale, well-being and security of all employees in the bargaining unit of the Union.

Now therefore, this agreement witnesseth that the parties hereinafter contained agree each with the other as follows:

PLURAL OR FEMININE TERMS:

Whenever the singular or masculine is used in this document, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

ARTICLE 1 - DEFINITION AND INTERPRETATION

- 1.01 (A) **Permanent Employee:**
Shall be defined as an employee appointed to a full-time bulletined position who must complete a probationary period of five (5) months worked.
- 1.01 (B) **Casual Employee:**
Shall be defined as an employee who works for the City of Moncton on an as required basis and has not attained permanent status by applying for and being awarded a permanent job posting. These employees will normally be scheduled to work forty-four (44) hours or less per week. All newly hired Casual employees shall have a five (5) month probationary period. Casual employees shall continue to perform work historically assigned to casual employees.
- (C) Every three (3) months the Employer shall provide the Union with a list of all Casual employees who are members of Local 51, and the hours worked by each of these employees, including which permanent employee is being replaced by each of these employees, if applicable.
- (D) The Employer shall not pay to any member of the bargaining unit, whom has attained permanent status, less than the base rate established in Appendix "A" (1): Labourer 1 classification and for Casual employees not less than the casual Labourer rate in Appendix "A" (2).
- (E) All references to a "day" within this collective agreement shall mean "working day" unless specifically stated otherwise.

ARTICLE 2 - DEPARTMENTS AND DIVISIONS

- 2.01 (A) The corporation or anyone authorized to act on its behalf shall recognize Local Union No. 51, chartered by the Canadian Union of Public Employees as the exclusive bargaining agent with respect to wages, hours of work, and working conditions for employees of the following departments and their divisions:

Engineering Department – with the following Divisions:
Street Maintenance; Utilities; Mechanical; Electrical

Parks and Leisure Services – with the following Divisions:
Centennial Park, Parks and Grounds, Operations, 4
Plex/Arenas

Economic Development, Tourism and Culture – with the
following Divisions:
Magnetic Hill Zoo Animal Care, Magnetic Hill Zoo Maintenance,
Coliseum/Events

Finance & Administration Department – with the following
Divisions:
Dispatch, Central Stores

but, shall exclude employees as listed in the Labour Relations
Boards Certification Order 1002 dated March 25th, 1966,
attached hereto as Appendix “D”.

The scope of this agreement shall be similarly restricted
provided however, the foregoing shall not prejudice the right of
either the Corporation or the Union from making application to
the N.B.L.R.B. to amend the existing certification order.

- (B) Municipal employees whose jobs are not within the Bargaining
Unit shall not replace Bargaining Unit members to carry out
work normally performed by Bargaining Unit members except
for instruction and training purposes and in cases of
emergency.

Students shall be permitted to work from May 1st to Labour Day
providing all permanent employees are employed by the
Employer and all casual employees are employed or have
been offered work. A list of students will be provided to the
Secretary of CUPE Local 51 by copy of P.A.F.'s. Students will
only work beyond Labour Day upon the mutual agreement of
the Corporation and CUPE Local 51.

ARTICLE 3 - RESPONSIBILITIES

3.01

Union Responsibility:

The Union agrees that there shall be no strikes or ordered
stoppages of work by the Union during the term of this
agreement.

- 3.02 **Employer Responsibility:**
The Employer agrees that there will be no lockouts of employees during the term of this agreement.
- 3.03 **Co-operation:**
The Union agrees to co-operate with the Employer in securing punctual and regular attendance at work and complete observance of the terms and conditions contained in this agreement.
- 3.04 **Employer Shall Not Discriminate:**
The employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, creed, race, color, national origin, political or religious affiliation, sex or marital status, family relationship, nor by reason of his membership or activity in the union or any other reason covered by the Human Rights Act.
- 3.05 **Local Agreements:**
No employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Employer has the exclusive right to operate and manage its business, to control production, to maintain order and efficiency, and to hire, classify, promote, transfer, demote, lay-off, and discipline or discharge employees for just cause, provided this clause does not contravene any article in this agreement.

ARTICLE 5 - MANAGEMENT – LABOUR RELATIONS

- 5.01 A Management and Labour Relations Committee shall be established within thirty (30) days of the signing of this agreement. The Committee shall consist of five (5) members appointed by the Union. The members shall appoint the chairman of the Committee, upon mutual agreement.

5.02 Labour-Management meetings will be conducted on the second Thursday of each month, and it shall be the responsibility of the Human Resources department and the Union to notify the other party, at least one (1) week in advance of the meeting, of any subjects to be discussed. It is understood between the parties that the time for the meetings shall be during regular working hours, where possible. The time and date of the meeting may be changed by mutual consent.

It is understood and agreed that the Union shall communicate to the Supervisor all concerns that could be dealt with by the Supervisor prior to bringing the matter to a Labour-Management meeting.

5.03 **Functions:**
The Committee shall consider matters of mutual concern pertaining to this agreement, improvement in working conditions, morale, and safety, as well as the promotion of educational, welfare and vocational activities.

5.04 **Employee Assistance Program**
The Employer and the Union recognize the value of an Employee Assistance Program. This program is in place to provide employees with confidential counselling and referral services in a wide range of areas.

ARTICLE 6 - CHECK OFF

6.01 As a condition of employment, all employees of the Employer, save and except those employees excluded by Certification Order NBLRB 1002 attached as Appendix "D", shall become and remain members in good standing of the Union according to the constitution and bylaws of the Union.

6.02 **Dues Deduction:**
The Employer shall deduct from every employee any dues or assessments levied, in accordance with the union constitution, and by-laws, and deductions shall be made from the second payroll of each month and shall be forwarded to the treasurer of the Union fourteen (14) calendar days later.

6.03 **Notify New Employee of Collective Agreement:**
The Employer agrees to acquaint all new employees with the fact that a Collective Agreement is in effect and shall inform the

new employee of whom the current Local 51 executive members are. Within a reasonable timeframe, the Human Resources Department will send an e-mail to the Secretary of the Union which will provide the name, work phone number and work location of the newly hired employee. It is understood that a representative of the Union will be allowed to contact and meet with this employee during work hours in order to better acquaint the employee with the Union's roles and responsibilities.

6.04

Dues on T-4 Slips:

When T-4 slips are made available each year, the Employer shall indicate on the T-4 slips to all Union employees the amount of dues paid in the previous calendar year. The Employer will make every effort to issue T-4 slips to employees on or before February 15th of each year.

ARTICLE 7 - WAGES

7.01

Wages for Permanent & Casual Employees:

Wage rates shall be in accordance with Appendix "A" (1) for all permanent employees and Appendix "A" (2) for all casual employees, which shall be attached to and become part of this agreement.

7.02

(1) **Overtime – Permanent & Casual Employees:**

Time worked by permanent employees on regular assignments and by casual employees holding a temporary or temporary/permanent bulletin, continuous with, before or after the regularly assigned hours of work, shall be considered as overtime and shall be paid for on the actual minute basis, at one and one-half (1 ½) times the employees rate of pay.

Time worked by casual employees beyond forty-four (44) hours shall be paid for at one and one-half (1 ½) times the employees normal rate, however, casual employees shall only be eligible for overtime when the relevant rotation lists for permanent employees has been exhausted and the casual employee is scheduled to work forty (40) hours in the week. For further clarification, at the end of the week, the total hours worked will be calculated and the overtime payment will only be triggered if the number of actual hours worked surpasses the forty-four (44) hours indicated above. In such situations, the regularly scheduled shift will not be considered overtime.

- (2) Any permanent employee called upon to work on any holiday as defined in Article 14.05 (a) (1) or any Casual employee called upon to work on any holiday as defined in Article 14.05 (a) (2) of this agreement will be compensated for all time worked at one and one-half (1 ½) times the employees normal rate of pay, in addition to the regular days pay allowed for the holiday.
- (3) Unless specified to the contrary in this Collective Agreement, employees required to work on the first day of rest shall be paid at one and one-half (1 ½) times the pro rata rate and employees required to work on the second day of rest shall be paid at two (2) times the pro rata rate.
This article does not apply to casual employees.
- (4) Except in cases of emergency, overtime shall not be worked without proper authority. When advance authority has not been obtained and overtime is worked in any emergency, overtime payment will not be allowed, unless claim is submitted within forty-eight (48) hours from the time service is performed.
- (5) **Overtime Rotation:**
All overtime and call-outs will be rotated among permanent employees and casual employees holding temporary or temporary/permanent bulletins within their respective classification within the division, except as outlined in Article 18.05 "limitation of hours" and also with the exception of employees working a maximum of two (2) hours continuous with their normal work day to finish a job started that day.

If no permanent employees or casual employees holding temporary or temporary/permanent bulletins are available within the classification, then it shall be rotated among qualified permanent employees on the back-up list developed for the classification.

Back-up lists shall be established for each permanent classification and shall be open to all permanent employees qualified to be on these lists, management reserves the right to determine the number of people necessary on these backup lists as per Article 28.01 (E). In any six (6) month period, any employee who fails to respond to at least fifty (50) percent of the calls, without any valid reason, for overtime on a specific backup list, shall be removed from that list for a period of one (1) year from the date they were originally removed. The only

acceptable valid reasons are sickness, vacation, resting or already working. Once the one (1) year period is over the determination of returning to the backup list shall be determined in accordance with Article 28.01 (e) of the Agreement.

If a permanent employee is missed on the call out procedure, such employee will be paid for half (1/2) of the hours missed at the applicable rate (or the choice of the equivalent time off) and given the next available overtime opportunity by being placed at the top of the list. There shall be no claims from other employees as a result of the make-up overtime. Casual employees who are on a permanent call list and who are inadvertently missed for overtime or call-out shall receive the equivalent money for the missed time.

This time off in lieu of missed overtime or call-out shall be requested five (5) days in advance and within a thirty (30) day period of the time missed.

If such time off is not allowed within this period, then the equivalent money shall be paid. This does not apply to the first two instances that occur in each division in any one year as far as the money is concerned, however, any permanent employee inadvertently missed for overtime or call-out shall be given equivalent time off.

An employee must report missed overtime or call-out within ten (10) working days or he will not be awarded time, or money, in lieu of said overtime or call-out.

When permanent employee lists have been exhausted, casual employees who are qualified and available from the appropriate divisional lists or backup lists may be called.

(6) No employee shall be required to work overtime against his wishes when other qualified employees are available and willing to perform the work required. Employees who refuse overtime when called for their "in classification" list shall not be called for any backup lists until they have worked a regular shift.

(7) **Time In Lieu:**
For overtime worked by permanent employees, time off may be taken in lieu of money at a mutually agreeable time at the

overtime rate. For new hires, banked overtime will be limited to a maximum of 500 hours carried over from one year to another and any time beyond the maximum will be immediately paid out. The existing employees up to the date of signing of this Collective Agreement will continue to be allowed to bank their hours as per past practice.

7.03

Early Call-In & Scheduled Overtime:

- (1) An employee who is called to work one (1) hour or more prior to the start of their shift shall be paid a call-out. (the one hour is from time employee punches in) This Article does not apply to Casual employees except as per Article 7.04(1).
- (2) Scheduled overtime shall be scheduled not later than the end of the Employee's shift and the Employee who is scheduled to work scheduled overtime, shall be paid a minimum of one (1) hour at the prevailing overtime rate. An Employee who is scheduled to work scheduled overtime will be called for immediate overtime opportunities and the scheduled overtime will be reassigned to another Employee if necessary.

7.04

(1) **Call Outs:**

A call-out for permanent employees and casual employees holding temporary or temporary/permanent bulletins during the life of this Agreement shall mean four (4) hours at time and one-half (1 ½). A call-out on a permanent employee's and casual employees holding temporary or temporary/permanent bulletins second day of rest shall be a minimum of three (3) hours at the prevailing rate of pay. The Employer will not add work to keep the employee for the duration of the call-out unless another situation arises that would require immediate attention from the same call out list and it occurs before the employee swipes out.

(2) **Response Time:**

All employees must be able to respond to a call to work within one hour or the employee shall forfeit their right to call-in.

7.05

Grants:

- (1) The Corporation will endeavour to employ casual employees on any Federal or Provincial Grant received by the City of Moncton, however, it is understood and agreed that when grants are available to the Employer for which laid off casual employees are not eligible or have not applied, the Union recognizes that it is within the Employers rights to take

advantage of these grants. Furthermore, should the Union object to any use of grant employees, the Union agrees to first discuss the matter with the Employer in an attempt to resolve any differences.

Casual employees, who are on the City of Moncton casual list and working on any grant project, shall not accumulate seniority credits for permanent status while on a Grant.

Casual employees, while employed on any Grant that allows for "top-up", shall have their wages topped-up to receive wages as set out in Appendix "A" (2).

- (2) Grant employees who are not on the City of Moncton casual list shall not be considered as Casual employees while working on the Grant.

ARTICLE 8 - WORKERS' COMPENSATION ACT

- 8.01 (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 WCB benefits to the extent permitted WCB without offsetting the benefits payable by WCB 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 WCB benefits. This article does not apply to Casual employees.
- (C) Pending settlement of the insurable claim, and subject to the conditions of Article 8.01 (b), the employee shall receive an Employer cheque in the amount of 80% of regular net salary as determined by WCB

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. This article does not apply to Casual employees.

- (D) The employee's benefits plans will be maintained in effect by the Employer during the period that the employee is in receipt of "Loss Of Earnings" benefits from WHSCC, subject to Article 8.01 (B).
- (E) The absence of an employee who is receiving compensation benefits under the Workers' Compensation Act shall not be charged against the employee's sick leave credits or vacation credits.
- (F) The employer shall indicate the amount received from the Compensation Board and, if applicable, the Canada Pension Plan on the employee's income tax T-4 form. No employee shall have his employment terminated as a result of absence from work caused by an accident he received while performing duties for the Employer or an industrial disease.

8.02

Payment of Day of Injury:

An employee who is injured during work hours, who is required to leave work for treatment, or who is sent home as a result of such injury shall receive payment for the remainder of the shift at his regular rate of pay, without deduction from his sick leave, unless the attending medical nurse or doctor states that the employee is fit to return to work immediately. The Employer will allow the employee to be absent from work for a minimum of eight (8) working hours in total without deduction from sick leave and with full pay and benefits, to receive treatment for an injury occurring on the job.

ARTICLE 9 - PAYDAYS

- 9.01 Local 51 members shall be paid no later than 4:00 P.M. on every second Thursday subject only to technical problems. All casual employees shall be paid through direct deposit into an account supplied by each employee. All permanent employees hired after January 1, 2003 shall be paid through direct deposit into an account supplied by each employee.

ARTICLE 10 - SENIORITY

- 10.01 (A)(1) **Seniority for permanent employees is defined as follows:**
 - (1) Length of service in the bargaining unit.
 - (2) Length of service in the classification within the divisions.

Seniority for permanent employees shall operate in the following manner:

- In the case of job promotions, vacations, lay-off, recall and job abolishment or displacement and when replacing for long term WCB or LTD, bargaining unit seniority shall prevail.
- In the case of shift preference, days off and to be employed in the employee's respective classifications, classification seniority shall prevail within the divisions.
- Permanent employees shall always be considered to have seniority over casual employees.

10.01 (A)(2) **Seniority for Casual employees shall be defined as follows:**

- (1) Date of hire or
- (2) Length of service in the division

Casual employees shall have seniority rights only for recall within their assigned divisions and shall be allowed to bump a less senior employee if they were not available on the first day of recall, however, the casual must give the Employer four (4) hours notice before the end of the shift that they are going to bump at the beginning of the next shift. Casual employees shall not have the right to exercise seniority for anything other than recall unless specifically referenced in this collective agreement. Casual employees date of hire shall be their seniority date used to establish their positioning within their original division.

When a Casual employee changes divisions (must be mutually agreed) they shall be placed at the bottom of the divisional list and their divisional seniority date changed to the date the employee moved into the division. If two (2) or more Casual employees move into a division at the same time, then the date of hire will be used to establish their order of seniority on the divisional list.

Casual employees who become permanent employees shall have their date of permanency as their permanent seniority date. Pension shall apply in accordance with the Pension Plan.

The Employer shall create backup lists for each Casual division and qualified Casual employees shall be eligible to be put on these backup lists. Casual employees on these backup lists

shall be called in to work on a rotational basis when no Casual employees are available within the division.

(B) **Transfer Outside Local 51:**

If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority for a period of one year. Said employee has the right to return to the bargaining unit consistent with the seniority position accumulated up to the date he transferred outside the bargaining unit. Should, at the expiration of the one (1) year, the Corporation continue to require the services of the employee so assigned, the Corporation will consult with the Union and mutual agreement will be needed regarding the extension of time and whether seniority rights will be maintained.

(C) **Casual Removal for Recall:**

Casual employees who have not worked in any eighteen (18) month period shall be removed from the casual recall list.

(D) An employee who holds a bulletined position as a result of the bulletining process as set out in Article 12 of this Collective Agreement may exercise seniority rights over other CUPE Local 51 members not holding bulletined positions in the event of layoff.

(E) If an employee's job function is under any department, he shall be considered an employee of that department.

10.02

Loss of Seniority Rights:

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose seniority in the event that:

- (a) He is discharged for just cause and is not reinstated;
- (b) He resigns, in writing, and does not withdraw, in writing, within five (5) working days. The Employer will inform the Union as soon as the Employee has confirmed his decision to resign.
- (c) He is absent from work in excess of three (3) working days without sufficient cause or without notifying the employer, unless satisfactory notice was not reasonably possible.

- (d) When recalled, if an employee fails to return to work within three (3) working days, and after being notified by registered mail, to the employee's last known address, he shall lose his seniority. It shall be the responsibility of the employee to keep the Employer informed of his current address. An employee recalled for casual work or employment of short duration at a time when he is employed elsewhere, if other employees are available, shall not lose his recall rights for refusal to return to work. The employee must produce written proof of his duration of employment if so required by the Employer.

ARTICLE 11 - SENIORITY LIST

- 11.01 Seniority lists and the posting thereof shall be the responsibility of the Human Resources Department. Adjustments or amendments to these lists shall be made every six (6) months, if necessary.
- 11.02 **Seniority Protests:**
Protests in regard to seniority status shall be submitted, in writing, within thirty (30) working days from the date seniority lists are posted. When proof of error is presented by an employee, or his representative, such error shall be corrected and when so corrected, the agreed upon seniority date shall be final. No change shall be made in the existing seniority status of an employee unless concurred in by the chairman of the grievance committee and the Employer.
- 11.03 **Departmental Divisional Seniority Lists:**
It is agreed that the Employer will formulate a divisional seniority list for any division in question at the request of the Union.
- 11.04 **Seniority Employees Hired Same Date:**
Whenever more than one employee is hired on the same day, his/her seniority shall be determined by the flip of the coin and this shall be performed by the Human Resources Department with the employees concerned and a member of the Union executive present at such procedure.

ARTICLE 12 - BULLETINING OF POSITIONS FOR PROMOTIONS OR STAFF CHANGES

12.01

Job Postings Procedures:

- (A) When a vacancy of a permanent position occurs inside the Bargaining Unit, the Employer shall, within fourteen (14) days, either abolish the vacant position and notify Local 51, in writing, or post notice of such vacancy on all bulletin boards at each employee's place of employment for a minimum of ten (10) working days, such that all members of Local 51 will know of the vacancy to be filled. Every position bulletined will be filled. The Employer shall specify on the posted bulletin if the position is affected by Article 28. All bulletins will be posted on yellow paper.
- (B) Prior to posting, all bulletins will be reviewed and discussed with the Union and such notice shall contain the following information:
- nature of position
 - required qualifications
 - required knowledge
 - required education
 - required skills
 - shift
 - wage
 - salary rate or range

such required qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "The City of Moncton is an equal opportunity Employer".

Any notice that is posted for casual work opportunities will be posted on blue paper.

- (C) No outside advertising for any vacancy covered by this agreement shall be placed until the applicants of present Local 51 employees have been fully processed.

Casual employees shall be considered for positions before outside applicants are considered. When choosing the most qualified applicant, should the Employer find two or more casual applicants are equal in qualifications, the casual who has worked for the City the longest shall be awarded the position.

Should the Employer not be satisfied that the internal applicants meet the bulletin requirements, the Employer may advertise the position outside the Corporation.

- (D) In filling vacancies or new positions created, which are covered by this agreement, consideration must be given to both qualifications and seniority. Qualifications being sufficient at the time of bulletining, seniority shall govern.

Permanent employees shall hold preference over Casual employees when awarding job bulletins.

This Article shall not apply to casual employees.

- (E) The Department Head concerned shall make the recommendation for the position bulletined within the (10) working days of the closing of the bulletin and immediately forward same to the City Manager or his designate. If further time is required, it shall be mutually agreed upon by the parties to this agreement.

- (F) The appointment or promotion recommended by the Department Head shall be considered by the City Manager or his designate within ten (10) working days of receipt of the Department Head's recommendation. The City Manager agrees to render a final decision within thirty (30) days of receipt of such recommendation.

(G) **Probation Period:**

An existing employee promoted or awarded a new position and found to be unsatisfactory in the performance of his duties at any time during his probationary period, of forty (40) days worked, shall be returned to his former position or status without loss of seniority.

The determination as to unsatisfactory performance shall be made by the employer within the applicable probationary period. Documentation of such dissatisfaction shall be made available to the Union.

(H) **Abolition of Position and/or Job Satisfaction:**

- (1) Should the position transferred to be abolished within five (5) months worked, the employee shall revert to his former position or status.

- (2) Should the employee be discontented with their new position, (on a job posting), he shall have the right to revert to his former position or status within forty (40) work days from commencing the position.

When such a situation arises, or when an employee is found to be unsatisfactory under Article 12.01 (G) and the employee returns to his original position, the parties agree that the new position will be awarded to the next senior applicant and a new posting process does not have to occur.

- (3) Any employee filling a temporary position shall revert to their former position or status upon abolition of the temporary position.
- (4) Employees shall only hold a maximum of two (2) job bulletins at one time. They can hold their original bulletin as well as the job bulletin of their probationary position.

12.02 (A) **Temporary Postings:**

Should a temporary position be necessary, as determined by the Employer, for a period of time shorter than ten (10) working days, the Employer may fill the position with available employees without the necessity of going through the bulletining process. Should the Employer determine it is necessary to post a temporary position when the time frame will be longer than ten (10) working days, the provisions of Article 12.01 (d) shall apply.

Should a Casual employee be awarded a Temporary posting the rate of pay shall be consistent with the rates in Appendix "A" (2) and the shift shall be that of the applicable position. The Employer maintains the right to layoff and rehire the Casual employee as the work needs dictate, while the Casual employee holds the Temporary position, without the need to re-post the bulletin each time.

Temporary/Permanent Postings:

Temporary/Permanent job postings may be set up when the Employer determines it to be appropriate. This type of bulletin is normally used to replace permanent employees who are on LTD benefits where the Employer feels there is a chance the employee may never return. In the event that the employee

being replaced is deemed permanently disabled and will not be returning to work for the Employer, the posting automatically becomes a permanent position for the employee who was successful in the posting process. The posting must contain the words "Temporary/Permanent" within the bulletin to identify the nature of the posting.

12.02 (B)

Increase of Duties:

When the duties in any classification are changed or increased, or where the Union feels an employee is unfairly or incorrectly classified, or when a position not covered in Appendix "A" (1) 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 on 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 the employee.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 (A)

Bereavement:

In the event of death in the family of any employee covered by this agreement, said employee shall be entitled to five (5) days bereavement leave, should the family member be a spouse, child, mother, father, sister, brother, mother-in-law and father-in-law of an employee.

In the event of a death in the extended family of any employee, the said employee shall be entitled to three (3) working days bereavement leave with pay at the time the bereavement occurs. Up to two (2) working days travelling time may also be granted by the employee's immediate supervisor when bereavement occurs. Extended family shall include the grandparents, grandchildren, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and former guardian, or any other relative for whom an employee is required to administer bereavement responsibilities and is capable of reasonably justifying the same to the Employer.

In the event of a death of any member or former member of the bargaining unit, the President of the Union or his appointee shall be granted up to a maximum of one (1) working day leave with pay.

This Article does not apply to casual employees who were not scheduled to work during that period.

(B) **Mourner's Leave:**

One-half (1/2) day shall be granted without loss of salary or wages, on a working day, to attend a funeral as a pallbearer at the discretion of the Department Head.

(C) **Union Conventions:**

Leave of absence with pay and without loss of seniority shall be granted upon request to any two (2) employees elected or appointed to represent the Union at not more than three (3) union conventions or functions in one year. A third employee and a fourth function at the Union's expense shall be granted upon request.

(D) **Court Appearance:**

The Employer shall grant leave of absence with salary and without loss of benefits to an employee who serves as a juror or witness in any court in which the Corporation is involved or when subpoenaed by the crown in all matters other than those of a personal nature. Any fee or mileage accruing to the employee shall be assigned to the Corporation.

(E) **Election to Public Office:**

The Employer recognizes the right of any employee to participate in public affairs. Upon written request, the Employer shall allow leave of absence without pay so that the employee may be a candidate in a federal or provincial election. Should the employee wish to continue benefits during this period, and should the master policy provide for this, he will be responsible to assume both the Employer and the employee's share of the benefits cost.

(F) **Union Duties – Full Time (or Part Time):**

Any employee who is elected or selected for a full-time or part-time position with the Union or anybody with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of up to one year. Such leave shall be reviewed each year on request during his term of office.

(G) **Employee & Union Officials Meetings:**

(1) Any member of Local 51 required by Management to meet with Management of the Corporation shall not lose wages or

benefits for time spent in meeting with the Management of the Corporation.

(2) In the event that a member of Local 51 wishes to meet during working hours with his shop steward or a member of Local 51 executive, this meeting shall be allowed if permission is given by their immediate Management Supervisors. Such permission will not be unreasonably withheld.

(H) **Union Business:**

The Employer agrees that the Secretary and the President of the Bargaining Unit will be allowed one half (1/2) day per month taken concurrently to conduct Union business provided they allow the Department Head three (3) days prior notice.

(I) **Educational Leave for Examination:**

Employee's shall be entitled to a paid leave of absence of up to eight (8) hours to write examinations to up-grade employment qualifications in relation to the work being performed for the City of Moncton, subject to the approval of the Department Head.

(J) **Maternity Leave:**

Maternity leave shall be granted in accordance with applicable legislation to any employee in the bargaining unit who is pregnant and requests such leave. The Employer shall not deny such employee the right to continue employment during the period of pregnancy.

Not later than the twentieth (20th) week of her pregnancy, such employee must inform the Employer of the anticipated delivery date.

Where an employee submits a medical certificate from a physician to the Employer stating that her health so requires, maternity leave shall commence earlier than six (6) weeks before the anticipated delivery date, in accordance with the physician's advice. Maternity leave shall not terminate earlier than six (6) weeks following delivery.

The Employer shall be obligated to hold the employee's position available for her return for a period of up to twelve (12) months or more if a physician's certificate provides that a longer period of absence is required, in which case a reasonable extension shall be allowed.

Any employee returning from maternity leave shall give the Employer notice of the fact at least ten (10) working days prior to her return to work. Such employee shall be placed in her previously held position or job classification within the bargaining unit upon her return. The Employer is under no obligation to supply part-time work for employees who are off work on maternity leave. The Employer will top up E.I. maternity benefits to a level equal to 75% of the employee's regular gross salary, not including overtime, for a period of up to seventeen (17) weeks.

(K) **Parental Leave:**

The employer shall, upon request, grant an employee who is the natural parent of a new born or unborn child, or who has adopted a child, a leave of absence of up to thirty-seven (37) consecutive weeks without pay to enable the employee to care for the child. The employee must provide the Employer with a physician's certificate specifying the probable date of delivery or the date upon which the birth occurred. An adoptive parent must provide the Employer with proof that a child has been, or will be placed with the employee four (4) weeks prior to the commencement date and duration of the leave.

(L) **Compassionate Care Leave:**

Employees in the bargaining unit shall have the right to apply for Compassionate Care Leave without pay subject to the provisions of the *Employment Standards Act* as amended from time to time.

ARTICLE 14 - BENEFITS

14.01

Pension:

Each permanent employee shall be entitled to the benefits and privileges of the employees' pension plan, which has been or may hereafter be adopted by agreement between the Employer and the Pension Association.

The Employer recognizes, ***for Pension purposes only***, that the casual workforce covered by this Collective Agreement are considered as Permanent Part-time Employees so that they are entitled to the benefits and privileges of the Employees' Pension Plan as they apply to Permanent Part-time Employees under the Act (Bill 16).

14.02	Service Pay:	Based On Regular Gross Earnings:	
	After 5 years		1.00%
	After 10 years		1.50%
	After 15 years		2.5%
	After 20 years		3.0%

Service pay shall be payable in the last pay of November.

Permanent employees: Service pay will be based on regular gross earnings as defined by an employee's regular hourly rate in effect as of Nov. 1 of each year, multiplied by 2,080 hours. This Article does not apply to Casual employees.

14.03 **Service Pay on Leaving Corporation:**
 On retirement, severance, death or voluntary separation an employee shall be entitled to service pay calculated from January 1st to the date of departure. In the case of death, the service pay shall be paid to the employee's dependents or beneficiaries. This Article does not apply to Casual employees.

14.04 (A) **Sick Leave Defined:**
 A period of time an employee is absent from work by virtue of being verified sick or disabled by means of a doctor's certificate, which shall be provided in accordance with Article 14.04 (b) and 14.04 (c).

Sick Leave Accumulation:
 Every permanent employee shall be eligible to accumulate sick leave credits at the rate of twelve (12) hours per month for each month of service in accordance with Article 14.04 (d). Partial months of service shall accumulate sick leave on a prorated basis.

Sick Leave Pay:
 Permanent employees shall receive sick leave benefits as covered by Article 14.04 at the normal rate of pay they would receive for their incumbent position, payable in accordance with the provisions of Article 14.04 (b).

A permanent employee's sick leave credits will not be used while he is receiving benefits from the WHSCC or while on L.T.D. benefits or while in receipt of Maternity Leave or Parental Leave benefits.

An employee may use a maximum of six (6) days per year of his sick leave entitlement by reason of illness of any member of that employee's family.

(B) **Medical Certificate Requirements:**

A permanent employee shall be entitled to a total of six (6) days sick leave without a medical examination certificate, and not more than three (3) consecutive days without said certificate. When notified by letter from the Employer, employees who are required to produce medical certificates when off sick, must provide said certificate promptly upon their return to work in order to qualify for sick leave pay.

In the event that Management have reason to believe that an employee is or has abused sick leave privileges, Management may require the employee to undergo a medical examination by one of the following doctors: Dr. W.B. Harper, Dr. Daniel Landry, Dr. G.A. Prescott or Dr. Michelle Conrod. These doctors accepted by the employer and the union. The Corporation shall assume financial responsibility for the medical examination in these instances.

(C) **Casuals Sick Leave:**

Every casual employee shall accumulate sick leave credits of four (4) hours per month for each month at work, to a maximum of twelve (12) days total accumulation. Upon their return to work, to be eligible for sick leave pay, the employee must provide an acceptable doctor certificate verifying they were sick.

(D) **Computing Sick Leave:**

For the purpose of computing sick leave accumulations, the following shall be counted as days of service:

1. Any hours that the employee works for the Employer.
2. Days on which the employee is on approved Employer paid leave of absence pursuant to terms of this agreement.
3. Days on which the employee is on vacation.
4. Days on which the employee is on sick leave pursuant to the terms of this agreement.
5. Days on which the employee is absent from work while receiving temporary Workers' Compensation benefits, and

6. The days on which the employee is absent from work while attending official negotiation sessions with the Employer.

(E) **Retirement Allowance:**

(1) Employees having sick leave to their credit on their retirement date for pension purposes shall receive fifty (50%) percent of said sick leave as a retirement allowance up to a maximum of one hundred and twenty-five (125) days pay in lieu of such sick leave. In case of death, the retirement pay shall be paid to the employee's dependents or beneficiary up to a maximum of one hundred and twenty-five (125) days. This Article does not apply to casual employees or to permanent employees hired after September 5, 2000.

(2) Employees having sick leave to their credit shall after five (5) years of service, upon resignation, severance, death, but not dismissal, shall receive fifty percent (50%) of said sick leave in salary up to a maximum of one hundred and twenty-five (125) days and upon retirement shall receive fifty percent (50%) of said sick leave in salary up to a maximum of one hundred and twenty-five (125) days. This Article does not apply to casual employees or to permanent employees hired after September 5, 2000.

(F) **Sick Leave Records:**

Sick leave records for all bargaining unit personnel for the period of January 1 to December 31 shall be forwarded to the Recording Secretary of the bargaining unit by January 31 of the following year.

(G) **Sick Leave Bank:**

Every permanent employee of the bargaining unit as of January 1, 1987, shall contribute one day per member from his unused sick days to be placed in a Sick Leave Bank; and the Employer shall match this contribution until the Bank reaches a total of 356 days. If the Bank balance drops to 178 days, the Employer shall replenish the Bank to its original total. If the Bank drops to one hundred and seventy-eight days a subsequent time, the employees shall replenish the Bank to its original total. An application for allotment from the Sick Leave Bank may be made by a permanent employee, who through prolonged illness or an accident, has exhausted his own sick leave, vacation credits, and has used up sick leave benefits available to him through U.I.C. and who has applied for L.T.D.

and is waiting to be put on L.T.D. Allotment from the Sick Leave Bank shall be at a daily rate equal to the employee's daily rate while on his accumulated sick leave.

- (1) Application shall be made in writing to the Union with a copy to the City of Moncton for allotment from the sick bank.
- (2) The employee must provide a medical certificate on application to the Sick Bank including number of days requested.
- (3) The Sick Bank Committee has the right to demand supporting documents to support an employee's application for allotment from the Sick Leave Bank at any time.
- (4) Once the employee has returned to work, they shall accumulate twelve (12) sick leave days per year and the remaining six (6) days sick leave per year shall be returned to the Sick Leave Bank until such time as the bank has been repaid the borrowed time.
- (5) The maximum leave allotment from the sick leave bank is thirty-five (35) days.
- (6) In extenuating circumstances, the sick leave bank committee may approve a second application providing the above criteria is met. However, payback to the Bank by the employee is mandatory.

This Article does not apply to casual employees.

(H) **Sick Leave Bank Committee:**

The Sick Leave Bank Committee shall consist of two (2) representatives of the Employer, two (2) representatives of the Union and may require a duly qualified physician selected by mutual agreement of the parties. Any disputes in regard to the administration of the Sick Leave Bank as defined herein shall be submitted to the grievance procedure as outlined in the Collective Agreement. This Article does not apply to Casual employees.

14.05 (A)(1) **Statutory Holidays:**

All permanent employees covered by this agreement shall be granted the following holidays with pay:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day

New Brunswick Day
Labour Day
Thanksgiving Day
Armistice Day
½ Day Christmas Eve
Christmas Day
Boxing Day
½ Day New Year's Eve

and all other days approved as holidays by proclamation of the Governor-General of Canada, The Lieutenant Governor of The Province of New Brunswick and the Mayor of The City of Moncton.

- (A)(2) All casual employees shall be entitled to be paid for the following Statutory Holidays provided that the employee works both the normal working day before the Stat and the normal working day following the Stat:

New Year's Day; Good Friday; Canada Day; New Brunswick Day; Labour Day, Thanksgiving Day, Armistice Day, ½ Day Christmas Eve, Christmas Day and ½ Day New Year's Eve.

and all other days approved as holidays by proclamation of the Governor-General of Canada, the Lieutenant-Governor of the Province of New Brunswick and the Mayor of the City of Moncton.

- (B) **Floating Holidays:**
All permanent employees will receive two (2) floating holidays per annum. All floating holidays will be taken at a mutually agreed time.
- (C) Should any of the above holidays fall on an employee's first or second day of rest, then the employee's first day of work shall be considered his holiday. Should any of the above holidays fall on an employee's two days of rest, then the first two working days shall be considered holidays.
- (D) All permanent employees who are required to work a full Statutory Holiday (eight hours) shall receive an additional four (4) hours of accumulated time.
- (E) In order to be eligible for pay on any one of the legal holidays, all employees must have worked on the regular working day

immediately preceding the holiday and worked or reported for work on the regular working day immediately following the holiday.

14.06

Vacation Credits Calculation:

An employee appointed on or before the 15th day of the month shall be eligible to accumulate vacation credits for that month. An employee appointed after the 15th day of the month shall be eligible to accumulate vacation credits from the first of the month following the date of his employment. This Article does not apply to Casual employees.

14.07

Length of Vacation – Permanent & Casual:

A permanent employee shall receive an annual vacation with pay in accordance with his months of employment as follows:

1-12 months accumulated prorate for 2 week basis first year of employment.

13-24 months accumulated - 2 weeks

25-48 months accumulated - 3 weeks

49-156 months accumulated - 4 weeks

157-299 months accumulated - 5 weeks

300+ months accumulated - 6 weeks

With respect to accumulation of time during employment, it is hereby further agreed that an employee who is on authorized sick leave, and authorized leave of absence, is permitted to accumulate vacation credits during said period.

The carryover of any more than two (2) weeks of annual vacation entitlement shall not be permitted, except in the event that recall or postponement of scheduled vacation by the Employer occurs too late in the calendar year to make the rescheduling of any or all of the affected time impossible, in which event the then outstanding balance at the end of the year shall be carried over into the following calendar year. Any carry over must be utilized before April 30th of the carry over year, and there shall be no buy-out of vacation.

Vacation credits will also accumulate while an employee is in receipt of LTD and/or WCB benefits. Upon said employee's return to active duty, he will be entitled to full vacation credits per above schedule. No employee will be entitled to more than 52 weeks of compensation within a calendar year.

All casual employees shall be eligible to accumulate vacation pay as outlined in the New Brunswick Employment Standards Act. Vacation pay shall be paid to the employee on each paycheck.

14.08 (A)

Statutory During Vacation Period:

When a legal holiday occurs during an employee's annual vacation, such employee shall be entitled to an additional day vacation with pay and such shall be taken at any time by the employee providing he is scheduled to work and the employer is given two (2) working days' notice. This Article does not apply to Casual employees.

(B)

Application for Vacation Leave:

Applications for vacations from employees filed with the Department Head (s) prior to April 1st of each year shall be placed on the vacation roster indicating the period of vacation that the respective employee is eligible for. This roster shall be posted by May 1st of each year. Applicants shall be given preference in order of seniority as well as preference over the employees who fail to submit their vacation request prior to April 1st of each year. Vacation applied for shall not be changed without the consent of the affected employee and the Department Heads. This Article does not apply to Casual employees.

(C)

Rate of Pay During Vacation:

All employees while on vacation shall receive from the Corporation the rate of pay applicable to work classification performed for a period of four (4) consecutive weeks immediately prior to vacation period. Vacation pay shall be advanced to the employee before proceeding on vacation, if so required, not later than the pay period prior to vacation leave. This Article does not apply to Casual employees.

(D)

Vacation Lists:

Vacation lists shall be posted on or before the 31st day of January of each year, showing the days vacation each employee has accumulated. Vacation lists shall be the responsibility of the Department Head.

14.09 (A)

Extended Unpaid Vacation:

An employee shall qualify for unpaid vacation up to four (4) weeks for every five (5) years of service and may be granted at

a time approved by the Department Head. This Article does not apply to Casual employees.

(B) Every employee who has accumulated vacation credits in accordance with this Article shall, whenever he ceases to be an employee, receive a cash settlement in lieu of vacation pro-rated. This Article does not apply to Casual employees.

(C) **Unbroken Vacation Period:**

An employee shall receive an unbroken period of vacation unless mutually agreed between the employee and the Employer. This Article does not apply to Casual employees.

14.10

Dirty Work Bonus:

Permanent employees, while working, who come in actual contact with live sewage shall be paid a minimum of \$ 0.75 per hour while so employed. This article shall not be applicable to those employed in any of the following classifications: Operator 2, Pipelayer, Truck Driver and Utility personnel at the Zoo.

14.11

Meal Allowance:

Management shall provide the employee with a maximum of twenty (20) minutes with pay for the employee to obtain and consume the meal. An additional ten (10) minutes of time will be provided to employees working in unsanitary conditions such as live sewer or any forms of biohazards for the purpose of providing time to clean up.

14.12

Lead Hand Premium:

A permanent employee, who, over and above his regular work function, at the direction of Management, supervises four (4) or more employees shall receive \$0.50 per hour above the highest rate supervised, while so supervising, or \$0.50 above his own rate, whichever is greater.

A casual employee, who, over and above his regular work function, at the direction of Management, supervises two (2) or more employees shall receive \$0.50 per hour above the highest rate supervised, while so supervising, or \$0.50 above his own rate, whichever is greater.

14.13

Rest Period:

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second half of his shift.

14.14

Shift Differential:

All permanent employees working hours other than those between 8:00 a.m. to 4:00 p.m. shall receive a shift differential. This article shall not apply to overtime or callout. The shift differential for hours worked shall be:

4:00pm – 12:00am	=	\$0.90/hr
12:00am – 8:00am	=	\$1.00/hr

All casual employees working hours other than those between 8:00 a.m. to 4:00 p.m. shall receive a \$0.50 per hour shift differential. This article shall not apply to overtime or callout.

14.15

Long Term Disability:

(A) The current Long Term Disability Plan will continue and is cost shared with 70% paid by the Employer. Such a plan shall provide for a reimbursement of two-thirds (2/3) of the employee's average weekly wage for the preceding four (4) weeks. The coverage will come into effect after the employee has been off the job for a period of one hundred and eighty (180) days. The City of Moncton is not the personal insurer. This coverage terminates as defined under the terms of the policy. This Article does not apply to Casual employees.

(B) The Long Term Disability Plan shall provide that no reimbursement or other benefits will be payable under it to any person who is or becomes totally disabled within the meaning of the plan, where that person also:

- (1) Is permanently disabled from performing the duties of his former position, and
- (2) Has reached the minimum age at which employees with his age and amount of pensionable service are eligible for an unreduced pension (other than a disability pension) under the City of Moncton Pension Act ("Moncton Pension Act") or its successors.

In this Article "unreduced" pension means a pension which is not subject to reduction by application of schedule A or B of the Moncton Pension Act or of any pension reduction schedules or formula which replace or add to these schedules in the future.

It is agreed that medical and dental benefits in effect for regular employees will continue to be provided to employees obligated

to retire per this article until age 65. This Article does not apply to Casual employees.

14.16

Health and Dental Plan:

The Current Health and Dental Plans in effect for employees will continue with the Employer paying 75% of the costs of the plan and the employee paying 25% of the costs for all permanent employees. The parties agree to improve the benefits of the plan to include the following:

- Vision Care – will change to \$350 every two (2) calendar years
- Orthopaedic Shoes & supplies including “Moulded Arch Supports” – will change to \$350 every three (3) calendar years
- Hearing Aids – will be covered to \$600 every three (3) calendar years
- World Travel Insurance

The co-pay for prescription drugs will be \$5.00 per prescription for all permanent employees.

The current Health & Dental Plan shall be available for all permanent employees desiring coverage. The City of Moncton is not the personal insurer.

14.17

Group Life Insurance and Accidental Death and Dismemberment:

- (A) The employer shall provide Group Life Insurance for all permanent employees of the bargaining unit in the amount of two (2) time annual salary to a maximum of \$100,000. All permanent employees of the bargaining unit shall also be eligible for Accidental Death and Dismemberment coverage in the amount of two (2) times annual salary to a maximum of \$100,000. The City of Moncton shall pay 100% of costs of the premiums for this insurance. This coverage terminates as defined under the terms of the policy. This Article does not apply to Casual employees.
- (B) Casual employees shall be insured for a total of \$50,000 as a flat amount under the Group Life Plan and a total of \$50,000 as a flat amount in the case of Accidental Death & Dismemberment. The City of Moncton will pay 100% of the premiums for this insurance. This coverage terminates as defined under the terms of the policy.

14.18

Clothing Issue:

- (1) The Corporation shall wash, maintain, and supply clothing and safety equipment, to be issued on an as required basis.

Overalls, Coveralls, rubber boots, gloves, rubber gloves, rain suits and hard hats shall be issued to employees, as they require them, upon return of the worn out articles.

During winter months, employees requiring rubber boots shall be issued insulated rubber boots.

- (2) Employees who are compelled to work in inclement weather for extended periods of time shall be supplied with suitable clothing: In Summer – rubber boots, rain suit . In Winter – insulated coveralls.

- (3) **Safety Boot Allowance:**

All employees shall be entitled to:

A \$175.00 certificate payable towards a pair of safety boots at a choice of one of three (3) local retailers selected by the Employer with consultation from the Union. This certificate is to be issued in the month of July of each year with an expiry date of December 31st of the applicable year and can be applied only for the purchase of safety boots.

This clause only applies to Casual employees who have been employed with the City of Moncton for two (2) consecutive years (returning for a 2nd season).

Casual employees who receive a permanent bulletin prior to being eligible for this allowance as a casual employee shall receive the \$175.00 safety boot allowance upon completion of their five (5) month probationary period but shall only be eligible for one Boot Allowance in any one calendar year.

- (4) **Tradesman Tools:**

The Employer agrees to replace tradesman tools broken on the job, lost due to break-ins at the mechanical garage, or lost due to fire; subject to the following: tools must be initially inventoried with burden on the possessor and subject to crime prevention engraving.

The Employer shall provide a tool allowance of five hundred (\$500) dollars in the first pay period of November of each year to all licensed mechanics, including the licensed small engine

mechanic in Parks and Leisure Services, for the purpose of the purchase of tools.

ARTICLE 15 - MEDICAL FITNESS

- 15.01 It shall be a condition of employment with the Employer that all employees shall be medically fit for the duties to which they are appointed.
- 15.02 A medical examination by a duly qualified medical practitioner, acceptable to the employer, shall be required:
- (A) For all employees recommended for permanent employment;
 - (B) For any employee upon the recommendation of the department head, such examination to be paid by the Employer.

ARTICLE 16 - TEMPORARY TRANSFERS

- 16.01 Any employee required to fill temporarily a position for which a higher rate of wages than that for such employee's regular work is paid, shall receive the higher rate while so employed, but not less than a minimum of four (4) hours. Employees required to fill temporary positions for which a lower rate than that paid for such employee's work has been established, shall not suffer any reduction in pay by reason thereof. In any event, the senior employee shall be asked to fill such temporary position, providing the employee is qualified. This Article does not apply to Casual employees.
- 16.02 An employee shall not suffer any reduction in wages due to Corporation reorganization. In the event an incumbent of a position is downgraded, the employee so affected shall be salary protected at their current rates of pay until such time as the new position exceeds their current pay. This article does not apply to Casual employees.

ARTICLE 17 - EMERGENCY

- 17.01 **Emergency Duty:**
All employees covered by this agreement, if called shall respond to duty if an emergency situation arises. Emergency shall include but not be limited to a snow storm, severe rain or wind storm, sewer trouble, fire, where the flooding of property is extensive or any catastrophic situation that affects the public

safety of the City of Moncton. It may also mean any situation in which a civic or national emergency has been declared.

17.02

Telephone Number – Permanents & Casuals:

All employees shall make a current telephone number and address available where the Employer may contact them. Changes in telephone numbers and address shall be reported, in writing, to the Operations Dispatcher.

All Casual employees shall make a current telephone number and address available where the Employer may contact them. This telephone number and address or any changes in the number shall be reported, in writing, to the Operations Dispatcher.

ARTICLE 18 - SAFETY

18.01

Health & Safety Act:

Both Union and Management recognize that they shall abide by the New Brunswick Occupational Health and Safety Act.

18.02

Use of Safety Equipment:

All employees working in any capacity shall use all necessary safety equipment as recommended by the Safety Committee, the Department Head or his authorized agent. It shall be compulsory to wear and use such recommended safety equipment.

18.03

Health & Safety Committee:

Time spent by the employees in performance of their duties during regular hours of work, as members of the Joint Safety Committee shall be considered as time worked and payment shall be on the basis of straight time.

18.04

Safety Equipment & Protective Clothing:

All employees shall wear safety footwear at all times and hard hats as directed by Management.

18.05

Hours of Work Limitation:

For safety reasons, no employee shall be permitted to work more than sixteen (16) hours in a twenty-four (24) hour period. Employees who book off work to rest shall not be permitted to return to work until they have rested eight (8) consecutive hours from the time the employee booked off. Employees who

book off resting during regular hours may use vacation or accumulated time as payment for resting time.

The Employer will contribute to the City of Moncton Pension fund all contributions necessary under 4 (2) of the City of Moncton Pension Act, 1990, to guarantee the employee shall not lose any pensionable service pursuant to this Article.

ARTICLE 19 – SUSPENSION & DISMISSAL

19.01 (A) The Department Head shall have the power to dismiss any probationary employee forthwith and to suspend any employee for just cause, which just cause shall be made known to the employee, in writing, at the time of suspension.

(B) The Department Head or his designate has the right to suspend any Permanent, Probationary or Casual employee for just cause and shall inform the employee of the cause, in writing, within three (3) working days of the suspension.

19.02 **Disciplinary Hearing:**
Within seven (7) days from the written notice of suspension, or dismissal, the employee shall be entitled to a hearing before the Department Head and he shall be entitled to have a Union representative present at such meeting. If the Department Head's decision is not acceptable to the employee, Article 20.03 (A), (B), and (C) of the grievance procedure shall be omitted in such cases.

19.03 **Unjust Suspension or Dismissal:**
An employee found to be unjustly suspended or dismissed shall be immediately reinstated in his former position without loss of seniority. He shall be compensated for all time lost in an amount equal to this normal earnings during the pay period next preceding such dismissal or suspension.

19.04 **Notice of Offense or Dissatisfaction:**
(A) The employee will be notified, in writing by registered mail, within ten (10) working days of an offense to confirm any disciplinary action taken with regards to him or to confirm the levying of a suspension upon the employee.

(B) The Employer shall notify an employee in writing of any expressions of dissatisfaction covering his work within ten (10) working days of the event of the complaint. The notice shall

include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his record for use against him at any time. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to his work. The employee's reply to such complaint, accusation or expression of dissatisfaction will become part of his record. The personnel file of any employee shall be open to review by that employee at his request. After twelve (12) months of accumulated service, all minor offenses up to and including five (5) days suspension shall not be used against the employee in disciplinary measures, providing the employee has a clean record during this twelve (12) month time limit; after three (3) years of accumulated service, all offenses shall not be used against the employee in disciplinary measures providing the employee has had a clean record during this three (3) year time period.

This article applies to Casual employees, however for Casuals, twenty-four (24) months shall be used in place of twelve (12) months and five (5) years shall be used in place of three (3) years.

(C) **Progressive Discipline:**

The value of progressive discipline with the aim of being corrective in nature is recognized by both parties. Therefore, in cases where dismissal and/or suspension is for just cause, discipline should involve a documented record of counselling and disciplinary warnings (written or oral). It is further recognized that to achieve this purpose, a Union representative must be present at all disciplinary meetings and be copied on all disciplinary notations.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.01 Upon proper notification to the Department Head, or his agent, the corporation agrees that permission shall be granted to the president of the Union, the Chairman of the Grievance Committee and the shop steward in the particular group of the Union to leave their employment, temporarily, in order to carry on discussions with the Corporation, or its representatives with respect to the investigation of a grievance between the Union and the Corporation and they shall suffer no loss of pay for the

time spent. This notification shall include time and location and the name of the Corporation official concerned. Notification shall be given no later than the day prior to the day of discussions.

- 20.02 The employees covered by this Collective Agreement shall elect a Chairman of Grievance Committee for the Union who, in turn may select a shop steward for each division as defined in the existence certification order whose names shall be made known to the Corporation. The grievance committee may consist of a chairman and three (3) other members from the selected shop stewards. The names of the shop stewards shall be forwarded to the Department Heads, the City Manager and the City Council.
- 20.03 (A) A grievance shall be submitted to the Union, in writing, signed by the employee or employees concerned. The grievance shall be forwarded to the City within twenty (20) days of alleged offence.
- (B) Should the grievance be deemed to be well-founded by the Grievance Committee of the Union, it shall be forwarded by the Union to the Supervisor concerned and shall be signed by the Chairman of the Grievance Committee, or any member of the Local 51 executive, or shop steward, in order to be considered as a valid grievance. In case of an item that affects any member of the Union, a grievance may be filed by the Union, following the procedure mentioned above.
- (C) The Department Head or Supervisor concerned shall reply, in writing to the Union in respect to a grievance submitted within five (5) working days of the submission.
- (D) Should the Union find the reply from the Department Head or Supervisor to be unsatisfactory, then the grievance shall be forwarded to the City Manager who shall reply to same within ten (10) working days.
- (E) If the matter of the grievance remains unresolved, then the normal procedure in respect to arbitration shall be followed.
- (F) It should be clearly understood that any of the foregoing procedures may be waived or altered subject to full agreement between the Union and the Employer.

ARTICLE 21 - ARBITRATION

- 21.01 Arbitration proceedings shall commence thirty (30) days after the Union rejected the decision of the City Manager. The Board of Arbitration shall consist of three (3) members who shall be selected as follows:
- The Corporation shall appoint one (1) member and the Union shall appoint one (1) member to the board, each to be appointed within ten (10) days upon written request for Arbitration and the members so appointed shall select within five (5) days after their appointment, a third member who shall be Chairman. If either party shall refuse or neglect to appoint a member as aforesaid to the board of arbitration, the Minister responsible for Labour for the Province of New Brunswick may be requested by the other party to name a member. In the event that the two (2) members appointed are unable to agree upon the selection of chairman, the Minister responsible for Labour for the Province of New Brunswick shall appoint the said Chairman.
- 21.02 (A) The expenses and remuneration of the Chairman shall be borne in equal amounts by the Union and the Corporation.
- (B) The expenses and remuneration of the other two (2) members of the board shall be borne by the parties by whom they were selected or for whom they were appointed by the said Minister responsible for Labour.
- 21.03 An arbitration board, when constituted under this agreement, shall not have the power to amend any Article contained in this agreement. The majority decision of the said Board shall be recognized by both parties as a binding order to compliance. In cases of dismissal, if the Board finds an employee has been unjustly suspended or discharged, the Board shall make an order restoring to the employee, or the Union, all rights and benefits provided by this agreement including reimbursement of wages lost.
- 21.04 Any member of CUPE Local 51 who must appear before a board of arbitration, at the request of the board, with regard to a grievance arising within Local 51 shall not suffer any loss of pay or benefits from the time spent by the employee appearing before the board of arbitration.

ARTICLE 22 - STAFF REDUCTION AND RECALL TO SERVICE

- 22.01 **Permanent and Casual Employee Layoff:**
When casual employees covered by this agreement are to be laid off, they shall be laid off in reverse order of seniority within their respective division provided that the employee is qualified to perform the required work.
- When permanent employees covered by this agreement are to be laid off, they must be laid off in reverse order of seniority, as per Article 10:01 (a). Any senior qualified employees who are laid off while junior employees are kept working shall be reimbursed all lost wages and benefits unless they are not qualified to perform the work being done by the junior employee.
- 22.02 **Permanent Employee Bumping on Layoff:**
A permanent employee whose position is abolished or who is displaced shall be entitled to exercise his seniority within the Bargaining Unit, displacing a junior employee.
- 22.03 **Return to Work – Permanent & Casual**
Laid-off permanent employees shall be returned to work in order of seniority when permanent staff is increased provided they are qualified to perform the duties.
- When recalled, laid-off casual employees shall be returned to work within their respective division in order of seniority.
- Casual employees who do not provide the Employer with a current telephone number shall be deemed to not be available for recall and will not be called until a new number is provided.
- 22.04 **Reporting Time – Permanent & Casual:**
A laid-off permanent employee must report for duty within three (3) working days when notified by discussion with the Supervisor or his designate, or by registered mail to the employee's last address known to the Employer. Unless satisfactory reason, in writing, is received by the Employer within this period the result will be a forfeiture of seniority rights.
- A laid-off casual employee must report for duty immediately when notified by discussion with the Supervisor or his designate, dispatch, or by registered mail to the employee's last address known to the Employer. If the casual employee

does not report to work when contacted verbally or by letter, the employee's name will be removed from all casual call-back lists unless satisfactory reason, either in writing or verbally, is received by the Employer.

ARTICLE 23 - TRANSPORTATION OF EMPLOYEES

23.01 During inclement weather, all employees in all departments being conveyed from shop to job or vice versa, shall be protected from such elements by properly covered mobile equipment.

ARTICLE 24 - HOURS OF WORK

24.01 (A) Hours of shifts for permanent employees of the Engineering and Parks and Leisure Services shall be as presently set out under job bulletins, as specified in future job bulletins or as specified under Article 24.01 (F).

Shifts for Casual employees shall be dictated by the needs of the work to be performed. Where possible, the Employer shall advise Casual employees in advance of their hours of work, shifts and days off. The rest of Article 24 (Hours of Work) does not apply to Casual Employees unless specifically addressed.

Parks and Leisure Services

8:00 a.m. – 4:00 p.m.

4:00 p.m. – 12:00 a.m. Monday – Friday

12:00 a.m. – 8:00 a.m.

Engineering

8:00 a.m. – 4:00 p.m.

4:00 p.m. – 12:00 a.m. Monday – Friday

12:00 a.m. – 8:00 a.m.

Finance & Administration

8:00 a.m. – 4:00 p.m.

4:00 p.m. – 12:00 a.m. Monday – Sunday

12:00 a.m. – 8:00 a.m.

Watchman Recorder's shall be required to work sixteen (16) hours continuous at straight time on the weekends and overtime shall not apply.

Coliseum/Events & 4 Plex/Arenas

8:00 a.m. – 4:00 p.m.
4:00 p.m. – 12:00 a.m.
12:00 a.m. – 8:00 a.m.
and
8:00 a.m. – 4:00 p.m.
5:00 p.m. – 1:00 a.m.
9:00 a.m. – 5:00 p.m.

Shifts – Coliseum

Sunday – Thursday
Monday – Friday
Tuesday - Saturday
Wednesday – Sunday
Friday – Tuesday

When calling in casual employees the Employer will endeavour to keep the employee working for a minimum of four (4) hours.

(B) **Variable Shifts Shall Apply To The Following:**

Parks and Leisure Services

Centennial Park
Janitors
Swimming Pools
Ball Fields
4 Plex/Arenas

Engineering

Caretaker-Reservoir
Summer Flushing Crew
Sewer Flushing Crew
Video Inspection Crew
Checkers
Pavement Marking Crew

Finance & Administration

Watchman-Recorder

Economic Development , Tourism & Culture

Coliseum/Events - One (1) variable shift
Magnetic Hill Zoo

(C) **Definitions for Hours of Work:**

DAY:

A day shall be a period of twenty-four (24) consecutive hours from 12:00 midnight to 12:00 midnight of the following day.

DAY WORKER:

An employee who works for the Corporation one shift per day between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday except the 4 Plex/Arenas which is 9:00 a.m. to 5:00 p.m.

EVENING WORKER:

An employee who works for the Corporation between the hours of 4:00 p.m. and 12:00 midnight except the Coliseum and 4 Plex/Arenas which is 5:00 p.m. to 1:00 a.m.

NIGHT WORKER:

An employee who works for the Corporation one shift per day between the hours of 12:00 midnight and 8:00 a.m.

VARIABLE SHIFT WORKER:

An employee in an occupation that is required to work other than day, evening, or night shifts, whose position and hours of work were already bulletined before January 1, 1984. Any variable shifts not listed in section 24.01 (B) will not be implemented without mutual consent of the Union. Hours of work shall be varied when circumstance have a bearing on the work performed. The hours of work shall be eight (8) continuous hours of work with one lunch break of no more than one (1) hour and two (2) work breaks. Such shift shall commence and end at the same time each day.

(D) **Notice of Change of Shift:**

Notice of change of shift shall be forty-eight (48) hours in advance of proposed change.

(E) All shifts for Permanent employees shall be set for five (5) consecutive days and a permanent employee shall be paid overtime rates for any time worked after forty (40) hours.

Overtime shall not be applicable when the twice annual shift change is made at the Coliseum/Events, 4 Plex/Arenas, Zoo or Centennial Park.

(F) **Modified Hours of Work:**

The hours of work for day workers in the Engineering and Public Works, Parks and Leisure Services, Central Stores and the Moncton Coliseum will be from 8:00 a.m. until 4:00 p.m.

Day workers pursuant to the above will be provided with a twenty (20) minute paid lunch period, which will be taken on the job. Extra time will be given to those employees working in unsanitary conditions so they can wash.

Variable shifts within the aforementioned operations will be according to this Collective Agreement; however, other variable shifts will be permitted on an ad hoc basis and only as agreed to by mutual agreement between each employee and Management. Notice must be provided to the Union and Human Resources.

24.02 (A) **Working Day for Permanent Employees:**

The regular working day for all Permanent employees shall not be more than eight (8) hours per day and forty (40) hours per week.

The regular working day for Casual Employees shall be as the work dictates but shall not be more than sixteen (16) hours per day and not more than forty-four (44) hours per week.

(B) **Hours Varied for Sanitation:**

The hours of work as contained in this agreement shall be varied when circumstances have a bearing on the work performed. The hours of work shall be eight (8) hours per day, forty (40) hours per week. This applies to garbage collection only.

(C) **Hours of Work – Sanitation – Permanent & Casual:**

Hours of work in Sanitation for permanent employees shall be as required for completion of the work but shall not exceed forty (40) hours per week. Hours of work for casual employees in Sanitation shall be as required for completion of the work but shall not exceed forty-four (44) hours per week.

24.03 **Caretakers Hours:**

The caretaker employees at the reservoir and Centennial Park shall be granted one (1) day off per week at a mutually agreeable time as agreed with the Department Head. The employee shall be subject to call and overtime rates shall apply

only to these classifications if an employee is requested by his Department Head(s) to perform duties on his scheduled day off.

- 24.04 **Watchman/Recorder:**
Shall be required to work sixteen (16) hours continuous at straight time on the weekends and overtime shall not apply.
- 24.05 **Working Schedule:**
The working schedule for all permanent employees covered by this agreement shall be arranged in accordance with Article 24 and any necessary changes shall be negotiated with representatives of CUPE Local 51.
- 24.06 **Shift Duration:**
Shifts shall be scheduled for one (1) week duration with notification of changes thereto being given forty-eight (48) hours prior to change of shift.

ARTICLE 25 - SHIFT WORK – ROTATION

- 25.01 **Operator 1 – Summer Shift:**
Operator 1 positions required for operation of the sweepers and flushers will be posted as temporary bulletin each year. If an insufficient number of qualified applicants are received, the remaining number of positions required will be filled by permanent Operator 1's and they will rotate the night shift every two (2) weeks. When these temporary bulletins expire in the fall the operators will revert back to their former positions and classifications.

Work shift during summer months, if required, shall be ten (10) hours daily commencing at 10:00 p.m. and ending at 8:00 a.m. four (4) days weekly, while sweepers and flushers are operating at night. All the above hours worked shall be at straight time.

ARTICLE 26 - REPRESENTATIVE OF NATIONAL UNION

- 26.01 The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Corporation.

ARTICLE 27 - GENERAL EMERGENCY – MILITARY SERVICE

27.01 During the state of general emergency, any Permanent employee joining any of the branches of the Armed Forces of Canada, including the Merchant Marine, shall on application, be granted a leave of absence, and on his return to the Corporation's employment shall maintain his seniority rights and be entitled to any general pay increases, provided he returns to work with the Corporation within three (3) months of the cessation of hostilities, except where medically unfit as a result of such emergency, in which case a period of one (1) year after date of cessation of same would apply.

ARTICLE 28 - IN-SERVICE TRAINING

28.01 **Educational Allowance**

The Employer may pay the cost of any academic or technical courses requested by the employee and approved by the Employer that are successfully completed. Requests for academic or technical training shall not be unreasonably denied if the Employer benefits because of upgrading of an employee's knowledge or skills.

28.01 (A) **Trainer Compensation:**

In certain job classifications, management may decide there is a need to have one or more permanent trainers. The trainer position would be offered to the senior employee in the classification who meets the requirement of the trainer bulletin and who demonstrates or can demonstrate a proficiency to train. This person would be compensated at a rate of \$1.00 per hour above their normal rate of pay. The purpose of the trainer will be to instruct, facilitate and familiarize employees on the proper operation of equipment and work procedures. The trainers will not be required to evaluate.

Employees who are requested by Management to train other employees on a temporary basis shall be paid \$2.00 per hour above their normal wage while training. Training is defined as a structured program of instruction that may involve prepared classroom and/or hands-on training.

(B) **Training for Promotion** - Foreman bulletins, Licensed Trades bulletins, Operator 2 bulletins and Dispatch bulletins (all four (4) positions) and Utility 6 bulletins shall be awarded as per Article 12.01 (d) of the Collective Agreement, however, all

other job bulletins shall be awarded to the senior permanent applicant, who possesses the required licenses, courses or certificates of the bulletin, for forty (40) working days training and probationary period during which the employee must demonstrate that they are able to learn and perform the related job functions of the posting. Article 12.01 (g) shall apply if the employee is found to be unsatisfactory in the performance of his duties at any time during this training and probationary period.

- (C) **Training for Job Related Duties** - Training to upgrade all employees within their classification or on the relative backup list shall be done without consideration of seniority. There shall be no requirement to train employees who are not on either of these lists. Employees who are on backup lists that do not want to take this upgrade training shall be removed from the backup list.
- (D) **Training for Casuals** - Casual employees shall be trained at any time the Employer desires without obligation to offer this training to permanent employees. When training casual employees from outside their division, the criteria will be set and communicated to the Union. The most qualified senior candidate(s) who meet the criteria will be selected for the training.

Training within the divisions will be done for all employees to perform their job functions. This training will be offered as needed to perform the work when resources are available. The Employer's goal is to have all employees in their divisions trained in all aspects of job functions in their respective division.

- (E) **Training for Overtime Lists** - It is the responsibility of Management to determine the number of employees required on backup lists and to determine when further employees are required on backup lists. Once this need is identified a training notice shall be put on bulletin boards offering the training to all permanent employees and resulting in the training of the predetermined number of employees by seniority. In order to qualify for training these senior employees shall have to meet the pre-established criteria – (for example possess a 3F driver's license, etc.). This criteria would be set by the Director or Supervisor concerned, in conjunction with the trainer, and communicated to the Union before it is posted on the Notice of

Training to employees. This criteria shall not be established in an arbitrary or discriminatory manner.

28.02 The Employer agrees to continue his program to train and/or upgrade skills of all employees to reach maximum potential and efficiency.

28.03 **Block Release Program for Permanent Employees:**

(A) The City of Moncton agrees to participate in the Block Release Program as instituted by the New Brunswick Department of Training and Employment Development. Permanent employees who are working in a particular trade, and indentured by the employer, shall be allowed to attend the Block Release Program. The Employer agrees to reimburse the permanent employee the difference between his normal wages and the monies paid to him by the Program while attending any of the training Blocks.

(B) Should a permanent employee fail any of the Blocks of the program, and is allowed to return to attend the Block or to rewrite a qualification exam, the Employer will not reimburse the employee, nor pay his normal wages.

(C) Upon the successful completion of the Block Release Program, a permanent employee shall enter into an employment agreement for a twenty-four (24) month period of guaranteed employment with the Employer.

(D) The Apprenticeship Program through the New Brunswick Department of Training and Employment Development is available to permanent employees when the Employer enters an employee in the Block Release Program. A permanent employee enrolled in this program shall be paid at the following rates:

<u>% of Blocks Completed</u>	<u>Rate of Pay</u>
0 to 25%	\$1.08 less than trade rate
26 to 50%	\$0.81 less than trade rate
51 to 75%	\$0.54 less than trade rate
75 to 100%	\$0.27 less than trade rate

28.04 (A)

Block Release Program for Casual Employees:

Casual employees who are working in a particular trade and are indentured by the Employer shall be allowed to attend the Block Release Program under the following conditions:

(1) Once indentured under the program the employee's working time shall not count towards attaining permanency until the employee has completed the Program or left the Program.

(2) While the employee is absent from work to attend any of the training blocks, the Employer will not be responsible to top-up or pay the employee any wages. The employee shall apply for E.I. benefits.

(3) Upon completion of ¼ of the program blocks the casual employee shall be entitled to receive an additional \$1.00 per hour above the casual labour rate while the employee is working in the trade.

(4) Upon completion of each additional ¼ of the program blocks, the indentured casual employee shall be entitled to receive an additional \$1.00 per hour until the casual employee attains licensed status under the program, at which time the employee will be entitled to receive the licensed trades' rate while working in the trade they are licensed for.

(5) The above rates of pay apply only while the casual employee is working for the City of Moncton doing work in the trade they have been indentured into or licensed for.

(6) Indenturing into the Block Release Program does not guarantee employment in any manner.

(7) The Employer shall determine whether or not they wish to indenture an employee into the Program.

ARTICLE 29 - OUTSIDE EMPLOYMENT

29.01

The Union recognizes that the efficiency of employees of the Corporation depends on their being able to devote their full time and energy to work of the Corporation. It is agreed that any employee may engage in, or be engaged in, outside employment for remuneration or profit so long as such employment does not interfere with the employee's regular civic job function.

ARTICLE 30 - CONTRACTING OUT

- 30.01 (A) The Employer agrees that the contracting out of work will not cause, or continue the layoff of any permanent Local 51 members. This applies to present, regular and normal work to the extent presently carried out, and to Permanent employees capable and qualified to do such work.
- (B) This Article will not apply to capital work projects, provided however, the following normal duties as listed in Appendix "C" shall not become capital works projects so as to cause or continue the layoff of any Permanent bulletined employees.

ARTICLE 31 - WORKING OUTSIDE OF CLASSIFICATION

- 31.01 No Permanent employee shall work outside of their classification while employees are available within the classification in which the work is to be performed.

ARTICLE 32 - CORRESPONDENCE

- 32.01 (A) The Employer agrees that, where practicable, any reports or recommendations about to be made by the employer dealing with wages and working conditions covered by this agreement shall be communicated to the Union, with a copy to the Department Head concerned, at such an interval before they are dealt with by the employer, as to afford the Union a reasonable opportunity to consider them, and if thought necessary, protesting them when they are dealt with by the Employer.
- (B) Enclosed bulletined boards shall be placed and maintained by the Employer in each department, division and section and shall be accessible to all employees.
- (C) All correspondence between the parties hereto, arising out of this agreement or incidental thereto shall pass to and from the Director of Human Resources or his designate and the recording secretary of the Union unless otherwise indicated herein.
- (D) The Employer shall notify the Union, in writing, of the names and dates of all hiring, layoffs, recalls, terminations of employment, casual employees on Grants, casual employees replacing permanent employees, including the effective dates

and which permanent employee the casual employee is replacing, when it is relative to Local 51.

(E) **Sharing of Information**

Within a reasonable timeframe of a request by the Union, the Employer shall make available to the Union information required by the Union for the collective bargaining purposes or for the purpose of management and labour relations, such as budgets, job descriptions, wage rates, a breakdown of point ratings in job evaluation and all other technical information and reports, records, studies, survey manuals, directives or documents. The Employer shall be entitled to retain as privileged any such information, which is confidential in relation to labour relations.

- (F) It is recognized that the members of the Bargaining Unit are co-insured persons under the Employer's policy of liability insurance, and will be maintained as such, in order to protect all employees against monetary loss or damages as a result of being sued while performing work or as a result of performing work or duties related to work for, on behalf of, or at the direction of the Employer.

ARTICLE 33 - BENEFIT TO THE CITY

- 33.01 An employee who furnishes an idea, which is adopted for improvement in the operation of the City Department, shall receive recognition from the City in the form of an award which the City deems proper, taking into consideration the value of the improvement.

ARTICLE 34 - DURATION AND RENEWAL

34.01 **Retroactive Pay for Terminated Employees:**

An employee, who has severed his employment through superannuation between the termination date of this agreement and the effective date of the new agreement, shall receive the full retroactivity of an increase in wages, salaries or other prerequisites.

34.02 **Retroactivity:**

All monetary changes in the new agreement shall be adjusted retroactively, unless otherwise specified to the effective date of this current agreement:

34.03

Duration:

This agreement shall be binding and remain in effect from January 1, 2011 to December 31, 2014 and shall continue from year to year thereafter unless either party gives notice to the other party, notice, in writing, by October 1, in any year that it desires its termination or amendment.

34.04

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. Any changes shall be, in writing, and signed by the signatories of this collective agreement.

34.05

Notice of Changes:

Either party desiring to propose changes to this agreement shall, between the period of one hundred and eighty (180) days and one hundred and fifty (150) days prior to the termination date, give notice, in writing, to the other party of the changes proposed. Within twenty (20) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement. When either party wishes to negotiate the terms of this, or a future agreement, the parties hereto shall appoint a negotiating committee consisting of not more than six (6) members of the Union and six (6) representatives of the Employer. The Mayor and President shall be ex-officio members.

34.06

Agreement to Continue In Force:

Where such notice requests revisions only, the following conditions shall apply:

- (A) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
- (B) Both parties shall adhere to the terms of this Agreement during the Collective Bargaining. If negotiations extend beyond the termination of the agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

34.07

Termination Date:

This agreement supersedes all previous agreements and shall endure and be binding not only upon the parties hereto mentioned but also their respective successors.

34.08

Negotiation Committee Pay:

The designated Union representatives of the negotiating committee shall not suffer any loss of pay or benefits for the time spent in meeting with the Employer during the course of negotiations and the Employer shall grant one (1) day off with pay to the bargaining team per month in the three (3) months prior to the contract expiration or three (3) months prior to the initial exchange of proposals for formulation of a bargaining stance. Five (5) days' notice is to be afforded to the Employer.

ARTICLE 35 - WEEKEND DUTY ROSTER AND STAND-BY ALLOWANCE

35.01

Any employee requested to be on stand-by during his regular two (2) day weekly rest period, shall receive a minimum payment of fifty (\$50) dollars per day, for the actual period the employee is on stand-by duty.

Any employee requested to be on stand-by after hours of their regularly scheduled workdays, shall receive a minimum payment of twenty-five (\$25) dollars per day for the actual period the employee is on stand-by duty.

If the employee is called to work while on stand-by, they shall be compensated at the prevailing overtime rate in accordance with Article 7.04.

When an employee is requested to be on stand-by, they shall not be eligible to work overtime in any classification other than the classification they are on stand-by for.

As determined by the Employer, the City shall supply a pager, a phone or mobile radio to employees required to be on stand-by.

ARTICLE 36 - JOB SECURITY

36.01

The Employer agrees to maintain the employment of Permanent Employees who are members of CUPE Local 51 for the duration of this Collective Agreement.

The attached classification list (Appendix "A") recognizes the current full time positions covered by this Collective Agreement. Employees may be added to or deleted from classified positions within this list only on Retirement, Resignation, Termination, Job Posting or mutually agreed reorganization.

This Article shall not supersede any other Article in this Collective Agreement.

ARTICLE 37 - TECHNOLOGICAL CHANGE


- 37.01 Technological change is defined as the introduction of equipment or material not previously used in the operation, and/or a change in the manner in which the Employer carries on the work or business that is directly related to the introduction of that equipment or material.
- 37.02 The Employer agrees to notify the Union within a reasonable time prior to any technological change being introduced within the Bargaining Unit.
- 37.03 In the event that the Employer should introduce technological changes which require new or greater skills than are possessed by employees under the present method of operation, such employee shall be given training and a reasonable opportunity to acquire the skills necessitated by the technological changes.

DATED AT THE CITY OF MONCTON, NEW BRUNSWICK THIS 12TH DAY OF APRIL A.D., 2011.

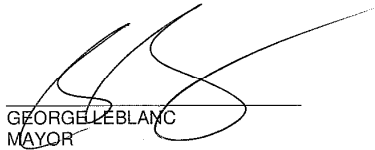
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

FOR THE CITY OF MONCTON

**FOR THE MONCTON CIVIC
EMPLOYEES LOCAL UNION
NO. 51 C.U.P.E.**


SHANE HUGHES
MANAGER, LABOUR RELATIONS


MONIQUE DESROCHES
CUPE REPRESENTATIVE


GEORGE LEBLANC
MAYOR


PATRICK VAUTOUR
PRESIDENT, CUPE LOCAL 51


BARBARA QUIGLEY
CITY CLERK


ANDREW GALLANT
RECORDING SECRETARY

APPENDIX “A”

CLASSIFICATION LIST

<u>Pay Group</u>	<u>Classification</u>
# 1	Janitor Labourer 1 Utility 1
# 2	Utility 2
# 3	Operator 1 Operator 1/Sign Shop Assistant Truck Driver Utility 3 Sign Shop Assistant
# 4	Labourer 2 Watchman-Recorder
# 5	Dispatcher Recorder Utility 5
# 6	Operator 2 Warehouseman Sanitation Driver-Collector Utility Man Pipelayer
# 7	Licensed Trades Utility 6 Water Meter Maintainer
# 8	Working Foreman
# 9	
# 10	
# 11	Foreman Service Foreman Caretaker

- (a) Operator 2's will have lead-hand duty added to their job description.
- (b) Labourer 2's must take computer training courses as supplied by the Employer.
- (c) Utility 6 positions are those requiring Horticulture certificates or degrees and/or Arborist certificates and/or Animal Science degrees.
- (d) Wage increases effective the first pay period of the specified month listed in wage tables.

APPENDIX “A” (1)

WAGE SCALE - PERMANENT

Pay Group	Jan. 1, 2010 (current)	2.75%	2.75%	2.75%	2.75%
		Jan. 1, 2011	Jan. 1, 2012	Jan. 1, 2013	Jan. 1, 2014
1	22.09	22.70	23.32	23.96	24.62
2	22.37	22.99	23.62	24.27	24.93
3	22.83	23.46	24.10	24.77	25.45
4	23.11	23.75	24.40	25.07	25.76
5	23.61	24.26	24.93	25.61	26.32
6	23.95	24.61	25.29	25.98	26.70
7	25.14	* 26.35	27.07	27.82	28.58
8	25.88	* 27.12	27.87	28.64	29.42
9	26.29	* 27.55	28.31	29.09	29.89
10	26.73	* 28.01	28.78	29.58	30.39
11	27.59	* 28.92	29.71	30.53	31.37

* The Pay Groups 7 – 11 (inclusive) will receive a retention adjustment of 2% on January 1, 2011 in addition to their General Economic Increase (adjustments already included in above table)

APPENDIX 'A' (2)

WAGE SCALE - CASUALS

Pay Group	CASUAL RATES				
	Jan. 1, 2011	Jan. 1, 2012	Jan. 1, 2013	Jan. 1, 2014	%
1	14.75	15.16	15.58	16.00	65%
2	14.94	15.35	15.77	16.21	65%
3	17.59	18.08	18.57	19.09	75%
4	17.81	18.30	18.80	19.32	75%
5	18.19	18.69	19.21	19.74	75%
6	18.46	18.96	19.49	20.02	75%
7	21.08	21.66	22.25	22.87	80%
8	21.70	22.30	22.91	23.54	80%
9	22.04	22.65	23.27	23.91	80%
10	22.41	23.03	23.66	24.31	80%
11	23.13	23.77	24.42	25.09	80%

CASUAL rates of pay will be as follows as of January 1, 2011:

Pay Groups 1 & 2: 65% of permanent employee wage
 Pay Groups 3-6: 75% of permanent employee wage
 Pay Groups 7-11: 80% of permanent employee wage

CASUAL employees who fill a TEMPORARY OR TEMPORARY/PERMANENT posting that falls within the following PERMANENT pay groups shall be paid as follows:

<u>Pay Groups</u>	<u>%</u>
1 to 3	65% of Pay Group
4 to 6	75% of Pay Group
7 to 11	85% of Pay Group

APPENDIX "B"

LIST OF UNION WORK

MAINTENANCE AND REPAIR OF THE FOLLOWING:

STREETS AND SIDEWALKS
CATCH BASINS
STREET LIGHTS (VAUGHAN HARVEY)
TRAFFIC LIGHTS
SIGNS
CULVERT
WATER SYSTEMS
SEWER SYSTEMS
MANHOLES
EQUIPMENT AND MACHINERY
CURBS AND GUTTERS
BUILDINGS AND FACILITIES
GUARD RAILS
GROUNDS
LANDFILL
PARKING LOTS AND METERS
PLOW DAMAGE
REFUSE CONTAINERS
RESERVOIRS AND TANKS
DITCHING
REFUSE COLLECTION
OFFICE AND STORES DUTIES
SURVEYING DUTIES
PLAYING FIELDS
PARKS
BOULEVARDS
PLAYGROUNDS
CENTENNIAL PARK
MAGNETIC HILL ZOO
ARENAS
POOLS
WAREHOUSES
TREES AND FLOWERS
SMALL EQUIPMENT AND MACHINERY
COLISEUM/AGRENA COMPLEX
4 PLEX/ARENAS
FENCING
BUS SHELTERS

APPENDIX "C"

CERTIFICATION ORDER

PROVINCE OF NEW BRUNSWICK
LABOUR RELATIONS BOARD

In the matter of the labour relations act
And the matter of

Moncton Civic Employees,
Local Union 51
Canadian Union Of Public
Employees

APPLICANT,
AND

The City Of Moncton,
Moncton, NB

RESPONDENT.

Whereas an application bearing date February 2nd, A.D., 1966, for certification as bargaining agent of a unit of employees of the City Of Moncton, Moncton, NB, has been made by a Trade Union, namely Moncton Civic Employees, Local Union 51, Canadian Union of Public Employees, to the Labour Relations Board under the Labour Relations Act.

And whereas pursuant to the said application and after hearing the presentations of the interested parties and board has determined that a unit of said employees hereafter described was on the date of the application appropriate for collective bargaining and is satisfied that the majority of the employees in the said unit were on the date of the said application members in good standing of the said Trade Union;

Now therefore, it is hereby ordered by the labour relations board that Moncton Civic Employees, Local Union 51, Canadian Union of Public Employees be and it is hereby certified to be the bargaining agent for all employees of the City of Moncton employed in the Public Works and Engineering Department, Water and Light Department, Recreation and Parks Department along with all janitors, caretakers and comfort station attendants, excluding City Engineer, Engineers, Street Commissioner, Superintendents, Assistant Superintendents, Department Heads, Assistant Department Heads, Stadium Manager, Building Inspector, Electrical Inspector,

Gas and heating inspector, plumbing inspector, secretary to Department Heads, general foreman, NB land surveyors, purchasing agents, assistant purchasing agents, office managers, field chief, students employed during summer months, program director, male and female clerical staff including timekeepers.

Issued at Fredericton, NB. This 25th day of March, 1966, by the Labour Relations Board and signed by its secretary.

Sgd. R.A. Watling
Secretary
NBLRB 1002

APPENDIX "D"

**Letter of Intent
between
City of Moncton
and
CUPE Local 51**

WELLNESS INITIATIVE

Whereas the parties agree that wellness initiatives in the workplace are a benefit to all parties, the parties to this Letter of Intent agree to the following:

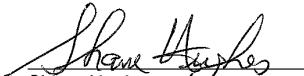
An Annual Wellness Award will be provided to employees as follows:

- 0 to 1 day sick leave used per year – 3 days leave or pay
- 2-3 days sick leave used per year – 2 days leave or pay

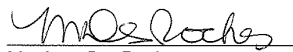
The timing of Wellness leave is subject to mutual agreement. This Letter of Intent will apply for a renewable one year trial period. If the sick time average is shown to have had a noticeable reduction, the annual wellness award will be reoffered for the length of the contract.

Dated in Moncton this 12th day of APRIL, 2011

FOR THE EMPLOYER


Shane Hughes
Manager, Labour Relations

FOR THE UNION


Monique DesRoches
CUPE Representative

APPENDIX "E"

**Letter of Intent
between
City of Moncton
and
CUPE Local 51**

CREATION OF NEW SHIFT – HOURS OF WORK


Whereas the parties agree that flexibility in shifts can be a benefit to all parties, the parties to this Letter of Intent agree to the following:

A 7am-5pm ten (10) hour shift will be permitted for any new position or existing positions where there is mutual agreement between the Employer and the employee. It is understood that this will be a four (4) day work week. As such, the parties agree to incorporate this new shift for the term of the contract.

Dated in Moncton this 19th day of APRIL, 2011

FOR THE EMPLOYER

FOR THE UNION



Shane Hughes
Manager, Labour Relations



Monique DesRoches
CUPE Representative

APPENDIX "F"

**Letter of Intent
between
City of Moncton
and
CUPE Local 51**

SPECIAL PROJECTS WORK TEAMS

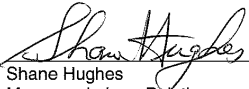
Whereas the parties are in agreement that contracting in additional work is a benefit to both parties;

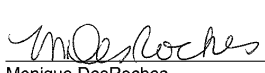
Whereas the parties are in agreement to work as a team to become competitive with independent contractors doing work that could potentially be done by Local 51 members;

The parties to this Letter of Intent agree to the following:

- a) The Employer with consultation and agreement by the Union may create special area work teams for project specific activities.
- b) Positions on these work teams will be filled through a modified posting procedure with selection of employees as per Article 12.01 but open to employees applying within their current classification. Employees are only allowed to be on one team at a time.
- c) The size of the work teams will be determined by the Employer.
- d) Employees selected to the special projects work team will have the right of first refusal in participating on the special work team in subsequent work seasons, however, it is understood that an employee who refuses to work on the special work team when work is available will no longer have the right to first refusal in subsequent work seasons.
- e) The parties realize that special shifts may be required to remain competitive for bidding on new projects. If such special shifts are required, they will be indicated on the postings. Such special projects will be for specified duration.
- f) To further clarify, the Union will have the option to discontinue the creation of the special projects team at any time.
- g) The Union will be given advance notice and an opportunity to review the relevant information to strategize with the Employer when any consideration is being given to undertake a special project.
- h) All overtime related to this specific project will be performed by that special team.

Dated in Moncton this 12TH day of APRIL, 2011

FOR THE EMPLOYER

 Shane Hughes
 Manager, Labour Relations

FOR THE UNION

 Monique DesRoches
 CUPE Representative

APPENDIX "G"

Memorandum of Agreement

This Memorandum of Agreement is formulated between the parties, the Corporation of the City of Moncton and the Canadian Union of Public Employees Local 51, to document the working conditions for the Weekend and Holiday Foreman. This Memorandum of Agreement supersedes the former Memorandum dealing with working conditions dated January 28, 1988 and also supersedes any Articles of the Collective Agreement that are in conflict with this Memorandum when dealing with the Weekend & Holiday Foreman. Article 35 does not apply to this position.

It is agreed between the parties that the Weekend & Holiday Foreman shall work a three day work week which shall include working an actual shift of 8 am to 4 pm on Saturdays and Sundays and Mondays with the option for the Employer to have the Employee work 7 am to 3 pm as an alternative shift on Mondays. The Employee in this position shall also be on standby for an eight (8) hour shift on Saturdays and Sundays from 4 pm to midnight and shall receive eight (8) hours regular pay for each of these eight hour shifts. During these standby shifts the Employee shall respond to callouts as required without further compensation.

It is further understood and agreed between the parties that this Employee shall also be on standby during the hours of midnight to 8 am Saturdays and midnight to 8 am Sundays to respond to callouts as required but shall be limited to a maximum payout of three (3) callouts (18 hours pay) for each eight (8) hour standby between midnight and 8 am on Saturday and Sundays only. For example should the Employee be called out only once they will be paid one (1) callout or paid two (2) callouts if called twice, however if they should be called out three (3) or more times they will only be paid for three (3) callouts. When the Employee is working a Monday that is a stat holiday, the Employee will not be required to work an actual eight (8) hour shift but will be on standby for the entire day. Once the Employee receives the first callout the next eight hours shall be considered as regular time and any callouts shall be handled without further remuneration during this eight hour period. Callouts shall operate as per Article 7.04 during the remaining hours of the stat.

It is also understood and agreed that the Weekend & Holiday Foreman shall have a reserve bank created that will have ninety-six (96) hours in it to cover the eleven (11) full day stats and two (2) half day stats that are paid under the current Collective Agreement. It is understood that the Employee will be allowed to use this time to take Mondays only (other than stat holidays) off as time in lieu. It is also understood that this reserve bank shall be paid out at the end of each year or any time that is left in the bank and subsequently renewed each January with the appropriate amount of hours to cover the next years' stats at the beginning of each year.

It is further understood and agreed that if the Weekend & Holiday Foreman is off sick or on vacation either Saturday or Sunday the Employee will be considered as being off for two (2) sick days or two (2) vacation days. Since the Employee is being paid for two

days each Saturday and Sunday any time the employee is off one of these two days the Employee will be considered to be off two (2) days and the appropriate benefit used will reflect the use as two (2) days used.

This Memorandum of Agreement signed at Moncton, NB this 9th day of December, 2008.

For the Employer

For the Union




Don MacLellan
Assistant City Manager



Donald Williams
President Cupe Local 51



Barbara Quigley
City Clerk



Raymond Cormier
Secretary Cupe Local 51

APPENDIX "H"

Memorandum of Agreement

This Memorandum of Agreement is formulated between the parties, the Corporation of the City of Moncton and the Canadian Union of Public Employees (Cupe) Local 51 to formalize an agreement reached to modify the position qualifications and pay levels of the following positions in the Sign Shop section of the Public Works Department.

The Working Foreman position shall be changed so that in future postings it shall be a requirement to have a level 3 IMSA Certification (International Municipal Signal Association) in Signage and Pavement Marking. Denis Nielsen, who presently holds this position, shall not be required to meet this future requirement but is expected to work towards it. Furthermore, it has also been agreed between the parties that effective January 1, 2009 Denis Nielsen shall be promoted to the level of Service Foreman (pay group 11) and in the future this position shall continue to be at the Service Foreman level.

The position of Sign Shop Assistant shall also be modified to include the requirement for present incumbents and future applicants to go through the IMSA Certification process and attain Level 1 within a period of two (2) years, Level 2 within a period of three (3) years and level 3 within a period of six (6) years. As a result the pay scale shall be modified in the following manner for this position:

- Entry level paid at pay group 3
- Level 1 certification attained - paid at pay group 4
- Level 2 certification attained - paid at pay group 5
- Level 3 certification attained - paid at pay group 6

It is further understood and agreed between the parties that if Employees holding the Operator 1/Sign Shop positions attain any of the above mentioned certifications, the above applicable rate of pay shall apply but only during the time that the Employee is actually working in the Sign Shop (normally from April 15th to Nov. 15th) and the Class 1 Operator pay level shall apply while the Employee is working as an Operator (normally Nov. 15th to April 15th).

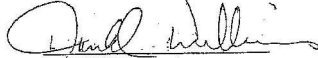
This Memorandum of Agreement signed at Moncton, NB this 11th day of ~~February~~ ^{MARCH}, 2009.

For the Employer

For the Union




Donald MacFellan
Assistant City Manager



Donald Williams
President Cupe Local 51



Barbara Quigley
City Clerk



Raymond Cormier
Secretary Cupe Local 51

APPENDIX "I"

Memorandum of Agreement

This Memorandum of Agreement is formulated between the parties, the Corporation of the City of Moncton and the Canadian Union of Public Employees (Cupe) Local 51, to document the agreements between the parties as follows:

- The Memorandum of Agreement dated August 31, 2008⁷ which outlines the monetary recognition schedule for employees who attain different water and waste water certifications will no longer be in effect at the signing date of this document, with the exception of any employees presently holding a Labourer 1 position in the Utilities Division having certifications that they are presently receiving a monetary recognition for will continue to get the bonus until such time they change positions.
- The Pipelayer job description will be changed to include: "Must have Water Distribution Operator Class 1 and Wastewater Collection Operator Class 1 certification at the time of application for this position".
- The Utility Foreman, Night Foreman, Wk-end & Holiday Foreman and
 job descriptions will be changed to include: "Must have Water Distribution Operator Class 1 certification and Wastewater Collection Operator Class 1 certification at the time of application for this position".
- The Utility Man job description will be changed to include: "Must have Water Distribution Operator Class 1 certification and Wastewater Collection Operator Class 1 certification at the time of application for these position".
- The following positions will change pay groups as follows:
 - o Pipelayer will move to pay group 6
 - o Utility Foreman will move to pay group 11
 - o Utility Man will move to pay group 6

D.W.
S.H.

THIS Agreement WILL TAKE EFFECT November 18, 2008

This Memorandum of Agreement signed at Moncton, NB this 16 day of Sept 2008.

For the Employer

For the Union


Don MacLellan
Assistant City Manager

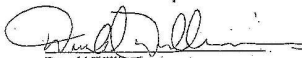

Donald Williams
President Cupe Local 51

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