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Collective Agreement between the City of Fredericton

and

**The Fredericton Union of Civic Employees, Local 508
Canadian Union of Public Employees**

2009 January 01 to 2013 December 31

06792(11)

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THIS AGREEMENT made this 6th day of November, 2009.

BETWEEN The City of Fredericton, hereinafter called the Employer of the First Part

AND THE FREDERICTON UNION OF CIVIC EMPLOYEES, LOCAL NO. 508
Chartered by the Canadian Union of Public Employees, hereinafter called
the Union of the Second Part.

WITNESSETH that the parties hereto promise and agree as follows:

PREAMBLE

WHEREAS it is the intention and purpose of the parties to this Agreement to enhance and maintain the existing harmonious **relations** and working conditions of **employment** between the **Employer**, the **employees**, and the Union and it is the intention to improve the quality of service to the **public** and to promote the **well being** and the increased productivity of its **employees**. To this end the parties hereto set forth certain terms and conditions of **employment relating to financial compensation**, hours of work and other **related terms and conditions of employment** for all employees covered by this **Collective Agreement**.

ARTICLE 1 - RECOGNITION & APPLICATION

1.01 The Employer recognizes the Canadian Union of **Public Employees** and its **Local 508** as the sole and exclusive bargaining **agent for** all **employees** of the City of Fredericton whose **classifications** are set out in **Schedule A** attached hereto. This Agreement applies to all employees for whom **Local 508** is the bargaining agent.

Ordered by certificate No. NBLRB-290, March 10, 1953.

ARTICLE 2 - DEFINITIONS

2.01 In this Agreement:

- (b) Employee means a person employed by the City of Fredericton as defined in (b), (c), and of this Article.
- (c) Permanent employee means a person who is filling a permanent position, and who has completed six (6) months of continuous employment with the City and is contributing to the City of Fredericton Superannuation Plan.
- (d) Casual employee means a person who is employed in a temporary or seasonal capacity for periods of less than one (1) year.

- (e) Seniority for permanent employees means that the length of service in the bargaining unit from the last date of hiring, including the time worked before becoming permanent.
- (f) Immediate Family are persons who are married to one another, parents, children, siblings, grandparents, and grandchildren. It also includes a relationship between persons who, though not married to one another and whether or not a blood relationship exists, demonstrate an intention to extend to one another the mutual affection and support normally associated with those relationships first mentioned.
- (g) Extended Family Includes brothers and sisters-in-law, mothers and fathers-in-law, and sons and daughters-in-law.
- (h) 1st Day of Rest The first day after an employee has completed their normally scheduled shift.
- (i) 2nd Day of Rest The second day after an employee has completed their normally scheduled shift.

2.02 For a Permanent Employee, the probationary period shall be six (6) months from the date of hire; however, the probationary period may be extended for a further six (6) months by mutual agreement of the parties. The Employer may waive the probationary period at any time.

2.03 For a casual employee, the probationary period shall be twelve (12) months of accumulated service.

ARTICLE 3 - NO DISCRIMINATION

3.01 The parties agree that there shall be no discrimination exercised or practiced against either party by the other.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Employer retains all rights held prior to the certification of the Union, save and except those specifically limited by the terms of the Agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

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

5.02 Where a grievance is alleged, the following procedure shall apply:

Step One: Within seven (7) working days after the alleged grievance has arisen, the grievance shall be presented in writing to the employee's Department Head. If a reply or a satisfactory settlement is not received within seven (7) working days from the date upon which the grievance was presented to the employee's Department Head, the grievance may proceed to Step Two.

Step Two: Within seven (7) working days from the expiration date referred to in Step One, the grievance may be presented in writing to the City Administrator **or designate**. Within seven (7) working days of the receipt of the grievance, the City Administrator shall convene a meeting of the persons having knowledge of the matter that is the subject of the grievance. If a reply or satisfactory settlement of the grievance is not received within seven (7) working days of the date of the meeting, the grievance may be referred to arbitration as provided for in Article 6 within ten (10) working days from the date on which a reply or satisfactory settlement of the grievance should be received.

The Parties acknowledge the benefit of prompt and effective resolution of grievances and agree that grievance mediation is one method to accomplish this. It is therefore agreed that the Grievance Mediation Process may be used at any step of the Grievance Procedure after Step 1.

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

5.04 The Employer or the Union shall have the right to file a general policy grievance. **It shall be filed with the President of the Union or Director of the Department respectively. The policy grievance will follow the timelines and procedures under Article 5.02, 5.03 of this agreement.**

5.05 The party filing a grievance shall state the act or omission complained of, indicate why the act or omission is viewed as being improper and state the redress or remedy requested.

5.06 At any hearing an employee affected may act with a representative of the Canadian Union of Public Employees, a Solicitor, or a Grievance Committee **representative** of the Union.

5.07 No grievance shall be defeated by any formal or technical objection and an Arbitration Board shall have the power to allow all necessary amendments to the Grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in

dispute and to render a decision according equitable principles and the justice of the case.

ARTICLE 6 - ARBITRATION

- 6.01 Whenever a dispute arises between the parties as to the interpretation, application, administration or with respect to an alleged violation of this Agreement, and the same cannot be settled by the grievance, the dispute shall be referred to a Board of Arbitration. The procedure to be followed in establishing the Board of Arbitration shall be that set forth in Section 55 of the *Industrial Relations Act*.
- 6.02 Each party shall pay the fees and expenses of their respective nominees to the Arbitration Board and shall share equally in the fees and expenses of the Chairperson.
- 6.03 Nothing in this Article shall prevent the reference of a grievance to a single arbitrator agreed upon the parties.
- 6.04 Where a single arbitrator is agreed upon by the parties, his fees and expenses shall be shared equally by the parties.

ARTICLE 7 - DISCIPLINARY ACTION

- 7.01 This article applies to employees who have attained permanent status and, except as provided in Article 18, casual employees who have completed their probationary period.
- 7.02 Disciplinary action shall mean:
- (a) written reprimand or warning;
 - (b) suspension with or without pay;
 - (c) discharge or dismissal;
 - (d) demotion.
- 7.03 No employee shall be disciplined except for just cause.
- 7.04 Where an employee is disciplined the Employer shall, within three (3) working days of the disciplinary action, notify the employee in writing by registered mail or personal service stating the reasons for the disciplinary action and shall forward a copy of the letter to the Recording Secretary of the Union.

- 7.05 Where an employee alleges that he has been disciplined in violation of 7.03 he may, within seven (7) working days of the date he was notified in writing, invoke the grievance procedure, including arbitration, as set forth in this Agreement.
- 7.06 A grievance alleging violation of 7.03 shall be filed at Step Two of the grievance procedure except in the case of a reprimand in which case the grievance shall be filed at Step One.
- 7.07 A suspension without pay shall be for a specified period, with a maximum period of suspension without pay being ten (10) working days.
- 7.08 The record of an employee shall not be used against him at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or adverse reports. An employee may review his record upon reasonable notice to his Employer of his desire to do so, and may have information from his personal file copied.
- 7.09 Unjust Suspension or Discharge - Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 7, that employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued to him if he had not been suspended or discharged. One of the benefits which he shall not lose is pay for the period of suspension or discharge which shall be paid to him at the end of the next complete pay period following his reinstatement.
- 7.10 Where the Employer or an Employer representative intends to meet with an employee for the purpose of discussing impending disciplinary action as per Article 7.02, the employee shall be **given reasonable notice** of such meeting in order that he may have the opportunity to invite a Union representative to attend such meeting.

ARTICLE 8 - STRIKES & LOCKOUTS FORBIDDEN

- 8.01 The Union and the Employer agree that no lockout or strike will occur during the term of this Agreement for any reason whatsoever.

ARTICLE 9 - HOURS OF WORK

- 9.01 (a) The regular work week for all employees except **Water Treatment Plant Operators** assigned to the Water Treatment Plant(s), Service Technicians, and Service Workers assigned to the Transit Garage, shall consist of five (5) regular work days, Monday to Friday inclusive. A work day shall consist of eight (8) hours work a day to be performed between 7:30 am and 4:00 pm. Employees will be

allowed a one-half (½) hour lunch period each day from 12 noon to 12:30 pm.

- (b) The regular working schedule for **Water Treatment Plant Operators** assigned to the Water Treatment Plant(s) shall consist of ten (10) working days during a two (2) week period with work to be performed between the hours of 7:30 am and 4:00 pm. These employees will be allowed a one-half (½) hour lunch period each day from 12 noon to 12:30 pm. On Saturdays, Sundays and statutory holidays, the **Operators** on duty will be required to complete an assigned list of necessary daily duties associated with the Water Treatment Plant(s) and the water system. Upon completion of these duties, the work day will be deemed to be completed provided no emergency requires attention by the **Operators** during normal working hours.
- (c) The regular working schedule for Service Technicians assigned to the Transit garage shall consist of a rotating work schedule of five (5) consecutive working days between Monday and Saturday with work to be performed between the hours of 5:30 am and 4:30 pm.
- (d) The regular working schedule for the Service Workers assigned to the Transit Garage shall be eighty (80) hours over a two (2) week period, however the hours worked in each calendar week shall not be greater than forty-eight (48) hours Monday through Saturday between the hours of 4:30 p.m. to 1 a.m.
- (e) Employees are entitled to one (1) fifteen (15) minute break each day between the hours of 9:00 am and 10:00 am.

9.02 All time worked during a regular work week shall be paid for at the standard rate. All time worked in excess of eight (8) hours during Monday to Friday inclusive and on Saturday shall be paid for at overtime rate "A". All time worked on Sunday and Christmas Day shall be paid at overtime rate "B" except for employees on shift work or whose regular work day falls on a Sunday or Christmas Day. Except for employees on shift work or whose regular work day falls on a statutory or proclaimed holiday (except Christmas Day), all time worked on such holidays shall be paid for at overtime rate "A".

9.03 Employees who are required to work on shifts shall be given a minimum of one (1) week notice prior to the implementation of a shift, unless the parties mutually agree upon a shorter time. Shifts will be at least 5 consecutive days with the same starting and completion times for each day in that five (5) day period. A notice of (1) week will be given prior to ending the shift. Employees who are required to work in shifts other than those identified in Article 9.01 shall be paid (8) hours pay at the standard rate for seven (7)

hours work, and at overtime rate "A" for time worked in excess of seven (7) hours.

Employees who are required to work on a shift schedule will be paid at the overtime rate "A" for the 1st Day of Rest and overtime rate "B" for the 2nd Day of Rest.

- 9.04** The work schedule for Water Treatment Plant Operators assigned to the Water Treatment Plant(s) will be established by the Employer to effectively meet operational requirements. Should changes in the schedule be required, the parties will meet to discuss alternatives prior to the implementation of any change. Four weeks notice will be given prior to any changes in the basic work schedule. To accommodate vacation schedules or other foreseeable necessary changes, a minimum of two weeks notice will be provided. In cases of emergency, changes may be made without notice. Notwithstanding the foregoing, the Parties agree that effective not later than 1998 April 01, the work schedule for Operators assigned to the Water Treatment Plant(s) shall provide for not less than four (4) Operators.
- 9.05**
- (a) An employee required to be on standby overnight during his regular work schedule will receive two (2) hours pay at straight time rate for each night he is on standby. An employee on standby on the weekend or a holiday, not on his regular work schedule, will receive eight (8) hours pay for each calendar day or a part thereof that he is on standby. An employee called out for duty while on standby shall be paid in accordance with Article 9.06.
 - (b) Notwithstanding 9.05 (a), Operators assigned to the Water Treatment Plant(s) who are required to be on standby overnight, will receive three (3) hours pay at straight time for each night on standby.
- 9.06** An employee called out to work before or after a regular work day shall be paid for a minimum of two (2) hours at the overtime rate. Time worked in excess of two (2) hours as a result of a call back shall be compensated in accordance with the overtime rate. However, if an employee works continuously with his shift, either after a normal quitting time or before normal starting time, he shall be paid at overtime rate "A" for such extra time and this shall not be considered as callout.
- 9.07**
- (a) Overtime shall be compensated either in pay or compensating time off at the same rate, with time off in lieu of overtime pay to be taken at a time determined by mutual agreement between the employee and the Employer. If mutual agreement is not possible by year end, then the overtime rate shall be paid before the end of the calendar year. If the number of employees who can be off work is limited, those scheduled for regular vacation shall take preference over those desiring compensatory time off.

- (b) Permanent employees who accumulate overtime credits may elect to receive payment on the basis of the equivalent of 20 hours pay (straight time rate) per pay period.

9.08 Employees regularly scheduled to work shall be paid at the standard rate for time worked on statutory or proclaimed holidays in addition to the employee's holiday pay.

9.09 Notwithstanding Article 9.01 above, the parties may agree to different daily starting and completion times, and a shorter lunch break.

9.10 The operation of 9.09 shall not affect the total hours in a regular work day or work week as established by this Article.

9.11 Overtime allotment sheets shall be reviewed periodically by the Labour-Management Committee. Individual complaints on overtime allotment shall be reviewed by the Labour-Management Committee with the complainant.

9.12 Where possible, bargaining unit personnel will be used to cover overtime.

9.13 An employee required to work overtime continuous to his required hours, for a period in excess of three (3) hours, shall be provided a satisfactory meal to a maximum value of **\$10.00** along with an adequate break with pay. **(This provision will become effective with the signing of the Collective Agreement).**

9.14 For permanent employees, overtime rate "A" shall be 1.5625 times the standard rate and overtime rate "B" shall be 2.0833 times the standard rate.

For casual employees, overtime rate "A" and "B" shall be 1.5 times and 2.0 times the standard rate respectively.

9.15 Employees who are scheduled to work hours not determined in the above articles such as Winter night employees who work a shift of seven (7) consecutive shifts on and seven (7) consecutive shifts off duty, consisting of ten (10) hours each when working, and who are required to work during their shifts off shall be compensated as per article 9.14.

Employees required to work on their second day of rest, or on Christmas day, shall be paid at overtime rate "B" for those hours worked. All other overtime is paid at overtime Rate "A".

For those employees on a shift requiring seven (7) days work in a row, the second day (2nd) of rest after the end of the shift and the fifth (5th) day of rest at the end of the shift shall be paid at overtime rate "B" for those hours worked. All others overtime is paid at overtime rate "A".

ARTICLE 10 - HOLIDAYS

10.01 All permanent employees shall receive one (1) day's paid leave for each of the following holidays each year:

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

and all other days proclaimed as holidays in Canada, the Province of New Brunswick, or the City of Fredericton.

10.02 Casual employees shall be paid the standard rate of pay for the holidays recognized in Article 10.01, provided such employees have been employed for fifteen (15) continuous working days prior to the holiday.

10.03 In order to qualify in 10.02 above for holiday pay, an employee must have worked on the scheduled work day prior to the holiday, except if on approved leave of absence.

10.04 All employees shall be entitled to time off with pay from 12:00 noon on the last working day prior to Christmas Day provided that weather conditions and the requirements of the public service permit stoppage of work. Employees required to work shall be paid at overtime rate "A" for such time worked. Each employee, unless on vacation, must report back at 12:00 noon to the work centre from which he was dispatched that morning. Failure to do so will result in nonpayment for the aforementioned period.

10.05 If a holiday falls on an employee's scheduled day *off*, he shall be given an alternate day *off* with pay.

ARTICLE 11 - WAGES

11.01 The rate of pay for employees shall be in accordance with the rates set forth in Schedule "A" attached, which forms part of this Agreement.

11.02 The rate of pay for any new position not covered by Schedule "A" which may be established during the life of the Agreement shall be subject to negotiations between the City and the Union. If the parties are unable to agree as to the rate of pay for the job in question, such dispute shall be submitted to negotiations and binding arbitration, with the new rate of pay becoming retroactive to the time the position was first filled by the Employer.

ARTICLE 12 – WORKERS’ COMPENSATION

- 12.01** When a permanent employee or a casual with recall is off work because of an occupational injury or illness resulting from his/her employment with the City of Fredericton and which is accepted as compensable by **Worksafe NB**, the Employer will supplement the **Worksafe NB** benefit to the extent permitted without offsetting any benefit payable by **Worksafe NB** and subject to the Revenue Canada **Worksafe NB** award rules. Any such supplemental payment will be further subject to the provision that it shall not increase the employee’s net take-home pay above his/her regular pre-disability amount, recognizing that **Worksafe NB** benefits are not subject to Income Tax.
- 12.02** An employee receiving Workers’ Compensation payments, in respect of an injury or occupational illness received in the employment of the Employer, will have his/her benefit plans (including Superannuation) maintained, **not a BSA payment**, in effect until such time as **Worksafe NB** determine that the employee is permanently disabled from his/her occupation. The employee’s benefits will then be administered in accordance with Article 24.10.
- 12.03** The Employer will advance to the employee, subject to agreement by the employee to fully reimburse the Employer, an amount equal to the **Worksafe NB** award that the employee would be entitled to if the claim is accepted, and further subject to Revenue Canada **Worksafe NB** award rules. The Employer will not advance payments after **Worksafe NB** places the employee on long-term disability benefits. If the claim is not accepted by **Worksafe NB** at first instance, the advance will not be adjusted or recovered until any appeals are concluded.
- 12.04** The absence of an employee who is receiving compensation benefits under the *Workers’ Compensation Act* shall not be charged against the employee’s sick leave credits or vacation credits subject to Article 12.05.
- 12.05** When an employee receives Workers’ Compensation benefits during the year the Employer will not be required to compensate that employee, for more than 52 weeks in any year, including the Workers’ Compensation benefits.
- 12.06** The Employer agrees to pay the employee his/her regular wages for the balance of the day of the accident and to pay “WC Leave” for up to an additional twenty-four (24) hours immediately following the day of the accident, for scheduled time lost due to the injury. Should the employee be off work beyond this time, the next twenty-four (24) hours of absence from work will be without pay, after which the employee will be eligible for WC loss of earnings benefits. Should the accident not be accepted as compensable by **Worksafe NB** then any time taken as “WC Leave” will be charged against the employee’s sick leave.

- 12.07 A casual employee who does not have recall status will receive any "loss of earnings" payments directly from **Worksafe NB**.

ARTICLE 13 - UNION SECURITY

- 13.01 As a condition of employment each employee shall have a sum equivalent to the Union dues deducted from his/her wages to be transmitted by the Employer to the Secretary-Treasurer of the Union. The employer will indicate the annual amount of union dues paid by a member on their T4. The Employer shall forward with the Union dues on a monthly basis the names of the employees, their classification code, hourly rate, and dues paid.
- 13.02 The Union shall advise the City of any change in Union dues.
- 13.03 The **Employer** recognizes that the Union Executive and Shop Stewards are employed full time by the Employer and that they will not leave their work during working hours to perform union duties without the permission of their Supervisor, such permission not to be unreasonably withheld.
- 13.04 The Employer and the Union shall acquaint new employees with the fact that a Collective Agreement is in effect.
- 13.05 In the case where an employee is away from work on approved leave of absence for Union business during working hours, regular wages shall continue to be paid to such an employee with the Union being billed by the City for direct payroll costs.
- 13.06 The Employer shall prepare seniority lists for permanent and casual employees and shall make these lists available to the employees in the bargaining unit and the Union during February of each year. The seniority lists shall include employees' name, classification, division, date of commencement, and seniority days.
- 13.07 No Other Agreement - No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representatives which may conflict with the terms of this Collective Agreement.
- 13.08 The parties agree that Federal or Provincial Government funded work programs are beneficial to the citizens of Fredericton and helpful to those individuals employed on these projects. Work on such projects will not commence until the parties have mutually agreed in writing. This provision will not apply to individuals who are placed with the City for unpaid work experience.

ARTICLE 14 - BULLETIN BOARDS

- 14.01 The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees and which are not controversial in nature.
- 14.02 Copies of Council resolutions establishing policy related to the working conditions of employees shall be forwarded to the Union Executive.

ARTICLE 15 - SUPERANNUATION

- 15.01 **All permanent employees are subject to the provisions of, and are entitled to the benefits under the City of Fredericton Superannuation Plan, the provisions of which shall prevail over any provisions in this Agreement in conflict therewith.**

ARTICLE 16 - SAFETY & HEALTH

- 16.01 The Union and the Employer shall cooperate to ensure that maximum safety precautions are undertaken and that dangerous and unsafe conditions which are found are eliminated, and shall observe the provisions of the *Occupational Health & Safety Act* and Regulations.
- 16.02 The necessary tools, safety equipment and protective clothing shall be available when needed on unsanitary or dangerous jobs.
- 16.03 During the period November 15 - April 15, or later if weather conditions dictate, all employees being conveyed from the yard to the job or vice versa shall be protected from the elements by properly covered mobile equipment. The Employer commits itself to place one truck at each of the north and south side depots to be on standby during this period for the purpose of transporting employees during inclement weather.

ARTICLE 17 - SICK LEAVE

- 17.01 This article applies to permanent employees.
- 17.02 Approved sick leave with pay will be granted for absences due to illness up to the duration of the Long Term Disability Plan waiting period.
- 17.03 The Employer reserves the right to investigate any illness for which sick leave is being claimed.
- 17.04 An employee who will be absent from work on account of sickness or accident shall cause the Employer to be informed, if possible prior to his

scheduled reporting time, by contacting his supervisor or **manager**, if available, for the purpose of discussing the reason for absence and the expected date of return to work.

17.05 The parties agree to form a committee consisting of two employee representatives **as elected or appointed by the Union** and two employer representatives **designated by the Employer** to implement an attendance management program, and to review absence statistics and interview employees whose record of absence is deemed to warrant such action.

17.06 An annual Wellness Award will be provided to employees as follows:

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

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

Wellness leave is subject to mutual agreement.

ARTICLE 18 - CASUAL EMPLOYEES

18.01 Casual Employees having recall rights at the time of signing of this Collective Agreement retain all rights associated with that status as set forth in the collective agreement dated 1995 April 27.

18.02 A Casual Employee shall be paid 1.5 percent of gross wages earned during his employment in lieu of sick leave benefits.

18.03 A Casual Employee who attains twelve (12) months of service will be required to join the City Benefit and Superannuation Plans.

18.04 A Casual Employee shall be evaluated in accordance with an evaluation form agreed to by the parties after one month of service and prior to the completion of two months of service. In addition, upon any layoff, a similar evaluation will be performed.

18.05 Refusal by the employer to re-engage a casual employee who has attained twelve months of service shall be on the basis of unsatisfactory performance as documented in the evaluation process described in Article 18.04.

18.06 Casual employees who have attained twelve (12) months of service shall have access to the grievance procedure as described in Article 5, except with regard to the refusal by the employer to re-employ the casual employee as described in Article 18.05.

18.07 The Employer shall notify all casual employees who are to be laid off ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the ten (10) working days then he shall receive payment for any such days not worked.

- 18.08 Casual Employees who have been laid off for a period in excess of two (2) years, or who have withdrawn Employee Contributions to the Superannuation Fund, lose any status acquired under the terms of this Agreement.

ARTICLE 19 - PROMOTIONS

- 19.01 It is the policy of the Employer to provide equal opportunity for promotion to all employees of the Department and to encourage career development and promotional opportunities for such employees. The Employer agrees to develop and maintain an on-the-job training program and shall encourage all employees to participate in such a program. The parties agree that for the purposes of this section, assignment to a training program or reclassification upon successful completion of such a program does not constitute the filling of a vacancy as provided for in Article 19.02. The Labour-Management Committee shall monitor the operation of this program.
- 19.02 When a vacancy occurs or a new position is created, the Employer shall post notices of the position on the appropriate bulletin boards for at least ten (10) working days for the information of interested candidates, and such notice shall be forwarded to the Union Executive.
- 19.03 Notices referred to in 19.02 shall set forth the wages and salary rate or range, the nature of the position, the hours of work, and the required knowledge or education or equivalency in experience and other desired qualifications.
- 19.04 It shall be the policy of the City to promote the best employee from among applicants for a position and in assessing applicants for senior positions, consideration shall be given to the employee's departmental record, education, experience, seniority, personal suitability and, where appropriate, the results of written and oral examinations.
- 19.05 Where possible, vacancies shall be filled from within the department in accordance with the criteria outlined in Article 19.04.
- 19.06 An employee selected for promotion shall serve a six (6) month trial period in the higher position. If the employee proves unsatisfactory in the higher position during the trial period, or if the employee finds himself unable to perform the duties of the new position, he shall be returned to his former position at the salary or wage level of that former position and without loss of seniority.
- 19.07 No outside advertisement for any vacancy shall be placed until the applications of current employees have been fully processed.

- 19.08 Where an employee is required to perform the duties of a lower classification for reasons other than disciplinary action, or at the employee's written request, he shall be paid a rate not less than his present rate.
- 19.09 When a permanent employee is assigned the distinguishing duties of a higher paid classification, within the bargaining unit, for a minimum period of one work week, he/she shall receive the pay for the higher classification for the entire period of time so worked.

ARTICLE 20 - TRANSFERS

- 20.01 An employee wishing to transfer to another division within the Bargaining Unit shall advise his/her Department Head of such desire. The Department Head will, in turn, consider such request when an opportunity is available.
- 20.02 When an employee transfers from one division to another within the Bargaining Unit, such employee shall not lose seniority.
- 20.03 When an employee is transferred from one division to another he shall serve a trial period not exceeding six (6) months, and in the event that the employee proves unsatisfactory in the position during the trial period, or if the employee finds himself unable to perform the duties of the new position, he shall be returned to his former position at the salary applicable to that position without the loss of seniority.

ARTICLE 21 - LEAVE OF ABSENCE

- 21.01 Except as provided in 21.06 and 21.07, this article applies to permanent employees and casual employees with twelve (12) months of service.
- 21.02 The Employer will consider any reasonable request for leave of absence with or without pay. **The leave may be with or without pay or benefits. When the leave is without pay the employee is not entitled to receive a BSA or Salary.**
- 21.03 **Subject to the provisions of the Superannuation Plan, an employee may, upon returning to work, accrue credited service for a City of Fredericton approved leave of absence, provided that the employee pays both the employer and employee shares of the required pension contributions to the Superannuation Plan, within one year of returning to work.**
- 21.04 Leave of absence without pay and without loss of seniority may be granted upon request to the Employer, to employees elected or appointed to represent the Union at Union conventions or seminars. Such accumulative

time shall not exceed a total of twenty-five (25) working days in any calendar year.

21.05 The Department Head shall, upon the request of an employee, grant to such employee **bereavement** leave for a period of three (3) days upon the death of a member of the employee's immediate family or extended family.

21.06 Employees may be granted up to three (3) days leave of absence without loss of pay in the event of being left homeless through fire, flood or any act of God.

21.07 The Employer shall grant a leave of absence with pay to any employee who is required to serve as a juror or court witness. In order to obtain such leave of absence, the employee shall present proof of service of summons documents.

21.08 Permanent employees will be granted up to three (3) "family emergency days" per year for the immediate and temporary care of a family member.

21.09 Compassionate Care Leave – A leave without pay and BSA for employees to be away from work in order to provide care or support to their mother, father, child, spouse or common law partner who is gravely ill with a significant risk of death may be approved by the employee's Manager. The request for leave may be verbal or in writing.

The City will maintain the premiums for City of Fredericton benefit plans in place at the start of the leave (health, dental, AD&D, long term disability, and all life insurances) and including superannuation for the duration of the leave. The amount of leave granted is in accordance with the Human Resource Development Canada (HRDC) guidelines for compassionate care leave. The City of Fredericton will maintain an EI SUB plan to supplement the compassionate care leave benefits received from HRDC by eligible employees.

21.10 Maternity Leave is a period of leave without pay to which a female employee is entitled upon the birth of a child.

(a) Maternity leave may be for a term of up to seventeen (17) weeks. A permanent employee, entitled to maternity leave, will be required to complete a two week waiting period before maternity leave benefits become available under the Employment Insurance Act. The Supplemental Unemployment Benefit (SUB) will be available to the permanent employee during this two week waiting period and for a further period of up to fifteen (15) weeks. The employee must provide the Employer with proof of receipt of EI benefits to be eligible to receive the SUB after the first two weeks of benefit.

- (b) An employee shall notify her Department Head at least three (3) months prior to her expected delivery date.
- (c) A pregnant employee shall provide the Employer with a medical certificate at the end of the seventh month of pregnancy and thereafter, upon request of the Employer, confirming that her health will permit continuation of work.
- (d) Notwithstanding the above, the Department Head may direct an employee who is pregnant to proceed on maternity leave at any time within three (3) weeks immediately prior to the anticipated delivery date where in his/her opinion the interest of the Employer so requires.
- (e) Premiums for mandatory benefits (excluding superannuation) and optional life shall be paid by the Employer, on behalf of the permanent employee, during the period of non-paid maternity leave in accordance with the QMS work procedure COR-OP-086.
- (f) An employee shall not accumulate vacation or sick leave credits while on maternity leave, but shall accumulate seniority for such leave. An employee on maternity leave may accrue pensionable service for such leave, provided arrangements are made to pay both shares of the required pension contributions.
- (g) At least ten (10) working days prior to the scheduled date for return to duty, the employee shall notify the Employer of her intention regarding return. As a condition of returning to duty and prior to terminating her maternity leave, the employee must submit a doctor's certificate to the Employer stating that she is medically fit to return to duty.
- (h) On return to duty after a period of maternity leave, the employee shall be placed in the position she held prior to going on maternity leave, with the appropriate wage rate and benefits.
- (i) Should an employee not return to work after a period of maternity leave, parental leave and any approved extension thereof, she will be deemed to have terminated her employment. In such cases, she will be required to reimburse the Employer for the full amount of benefit premiums paid on her behalf during such leave period.
- (j) If a Supplemental Unemployment Insurance Plan is in effect, the employee shall be covered by the plan.

21.11

Parental Leave is a period of leave without pay of up to 35 weeks, to which an employee is entitled (under the provisions of the NB *Employment Standards Act* and the *Employment Insurance Act*), upon the birth or adoption of a child.

- (a) It is recognized that there may be very little notice provided to the employee by the adoption agency; however, it is expected that the

employee will notify the Employer that application to adopt has been made and of his/ her intention to take parental leave:

- (b) On return to duty after a period of parental leave, the employee shall be placed in the position that he/she held prior to going on parental leave, with the appropriate wage rate and benefits.
- (c) The Employer will continue to pay the premiums for mandatory benefits (excluding superannuation) and optional life insurance for the first 10 weeks that a permanent employee is on parental leave **not BSA**. The employee may make arrangements to continue to pay these premiums for the balance of any period of parental leave, subject to the approval of the Employer and the benefit carrier.

ARTICLE 22 - VACATIONS

22.01 All permanent employees shall be entitled to vacation with pay upon completion of one year's continuous service calculated as follows:

- (a) upon completion of one (1) year's service, but less than two (2) years' service, ten (10) working days;
- (b) upon completion of two (2) years' service, but less than nine (9) years' service, fifteen (15) working days;
- (c) upon completion of nine (9) years' service, twenty (20) working days;
- (d) upon completion of eighteen (18) years' service, twenty-five (25) working days.

22.02 Vacations shall be scheduled at a time approved by the employee's Department Head. In approving the vacation period of an employee the Department Head shall, as far as reasonably possible, give effect to the wishes of employees having greater seniority. Ten (10) working days of an employee's vacation may be scheduled between June 1 and August 30. The selection of the employee and the approval of the ten (10) day period shall be subject to the requirements of public service and seniority of the employee. Remaining vacation earned by employees shall be taken during the remainder of the year at a time mutually agreeable to the employee and his/her Department Head. Nothing in this Article shall prevent an employee, by mutual consent with his/her Department Head, from taking any accrued vacation at any time of the year.

22.03 When a statutory holiday falls within the vacation period of an employee, that holiday may be taken the next working day immediately following the vacation period, or may be taken at another time mutually agreed between the employee and Employer.

- 22.04 Vacation periods shall not be cumulative from year to year except by mutual agreement of the parties to this Agreement.
- 22.05 Vacation pay shall be paid on the pay day preceding the employee's vacation period upon the request of the employee one full week prior to such pay day.
- 22.06 Casual employees shall receive vacation pay as per the *Employment Standards Act*, and shall receive such payment biweekly, in addition to their regular pay.
- 22.07 If an employee should become ill while on annual vacation, such employee may use sick leave credits rather than lose a portion of his/her vacation. In such cases where sick leave is claimed, the employee must notify his/her supervisor or superintendent at the time of illness; and, upon returning to work, the employee must provide the Employer with an Attending Physician's Statement covering the period of illness.

ARTICLE 23 - CLOTHING

- 23.01 (a) The Employer shall provide permanent employees, with the exception of Service Technicians, with one (1) coverall, one (1) rainsuit, and one (1) pair of rubber boots as required. Service Technicians shall be provided with coveralls as required. Employees will be required to exchange the old issue for a new issue.
- (b) The first issue for new employees shall be two (2) pairs of coveralls.
- 23.02 Water Treatment Plant Operators** assigned to the water treatment plant(s) and Meter Technicians shall be issued in addition to items described in 23.01 above, each year one uniform to consist of:
- one (1) **spring or winter jacket**
 - two (2) pairs of trousers
 - four (4) shirts
- 23.03 Clothing shall be union made when practical.
- 23.04 All permanent employees required to wear safety footwear will be given an allowance as follows: \$125.00 effective Jan 2005, \$140.00 effective Jan 2006, \$150.00 effective Jan 2007 and \$160.00 effective Jan 2008 each year, for the purpose of purchasing such footwear. The allowance shall be paid by the first payday of April each year. Employees shall wear safety footwear which complies with standards established by the Workplace Safety Committee.

ARTICLE 24 - BENEFITS

- 24.01 The Employer agrees to provide a pensionable Benefit Spending Account (BSA) for each permanent full time employee. The amount will be in accordance with Schedule "B". The BSA is to be used to purchase the mandatory benefits listed below and other benefits as directed by the employee in conformity with the provisions of this article.
- 24.02 Mandatory benefits shall be purchased for each employee as follows:
- (a) Group Life Insurance in the amount of \$40,000.
 - (b) Accidental Death and Dismemberment Insurance in the amount of \$140,000.
 - (c) Long Term Disability Insurance in the amount of 73 percent of the employee's basic salary.
- 24.03 The Employer agrees to maintain in effect a Group Health Plan (GHP) equivalent to the GHP in effect upon signing of this Agreement. Participation in the GHP shall be mandatory for all eligible employees in accordance with the provisions of the GHP. Coverage provisions of the GHP may only be changed by mutual agreement of the parties.
- 24.04 The Employer agrees to maintain in effect a Group Dental Plan (GDP) equivalent to the GDP in effect upon signing of this Agreement. Participation in the GDP shall be mandatory for all eligible employees in accordance with the provisions of the GDP. Coverage provisions of the GDP may only be changed by mutual agreement of the parties.
- 24.05 The Employer agrees to make available a Health Services Spending Account (HSSA) for each employee who so directs and to deposit into the HSSA an amount from the BSA as directed by the employee up to the balance in the BSA after mandatory benefit premiums are paid.
- 24.06 The Employer agrees to maintain in effect a Group Registered Retirement Savings Plan (GRRSP) available to employees through payroll deduction. Employee participation in GRRSP is voluntary.
- 24.07 The Employer agrees to maintain in effect a Group Home and Automobile Insurance Plan available to employees through payroll deduction. Employee participation in the Plan is voluntary.
- 24.08 Any balance in the BSA, that the employee has not directed to purchase benefits, will be paid to the employee as a taxable addition to his/her regular pay.

- 24.09 A position vacated by an employee receiving Long-Term Disability benefits will not be filled on a permanent basis until the employee is declared totally disabled or two years have elapsed, whichever occurs first.
- 24.10 While an employee is eligible to receive Long-Term Disability benefits, the Employer will pay the required premiums to maintain in effect the employee's pre-disability, mandatory benefits. The Employer will also pay both shares of the required Superannuation Plan contributions while the employee is eligible for LTD benefits and until the employee qualifies for an unreduced pension under the provisions of 24.11.
- 24.11 An employee receiving Long-Term Disability benefits, who has accrued at least 25 years of pensionable service and who becomes eligible for an unreduced pension under the provisions of the City of Fredericton Superannuation Plan, shall be required to apply for such pension. Payments from the Superannuation Plan will directly offset any benefit payments from the Long-Term Disability Plan.
- Employees will not accumulate vacation credits while in receipt of Long-Term Disability benefits but employees will retain their seniority rights until they are declared totally disabled or two years have elapsed, whichever occurs first.
- 24.12 Nothing in this Article shall be construed as limiting the Employer in its choice of insurers under this article. However, the Employer agrees that no change to the terms and conditions of the Long-Term Disability Plan or to the carrier of record shall be made without the mutual consent of the parties.

Benefits for Eligible Casuals

- 24.13** The Employer agrees to pay for each employee up to \$6.00 bi-weekly toward the premium cost of a Group Life Insurance Plan that provides coverage of \$40,000 for all **eligible casuals**.
- 24.14** The Employer agrees to pay for each employee up to \$2.00 bi-weekly toward the premium cost of a \$140,000 Accidental Death and Dismemberment and Loss of Use Group Insurance Policy, in the existing coverage format, for all **eligible casuals**.
- 24.15 The Employer agrees to pay for each employee \$15.00 bi-weekly for single coverage or \$42.00 bi-weekly for family coverage toward the premium cost of a Group Health Plan (GHP) and the employees agree to pay the balance of the premium cost of the GHP. Coverage equivalent to the GHP in effect upon signing of this Agreement will be maintained unless changed by mutual agreement.

- 24.16 The Employer agrees to pay for each employee \$3.00 bi-weekly for single coverage or \$10.00 bi-weekly for family coverage toward the premium cost of a Group Dental Plan (GDP) and the employees agree to pay the balance of the premium cost of the GDP. Coverage equivalent to the GDP in effect upon signing of this Agreement will be maintained unless changed by mutual agreement.
- 24.17 Existing eligible Casual employees have the option of selecting Benefit Plan A or Benefit Plan B at the beginning of their employment in 2006.
- 24.18 Casual employees who become eligible for benefits will have the option of selecting Benefit Plan A or Benefit Plan B at the time that they become eligible.

ARTICLE 25 - PENSION

- 25.01 Employees shall retire in accordance with the provisions of the City of Fredericton Superannuation Plan.

ARTICLE 26 - RETIREMENT ALLOWANCE

- 26.01 When a permanent employee having continuous service of five (5) years or more retires due to disability, death, age, or is laid off by the Employer, the Employer shall pay to such employee or his beneficiary a retirement allowance equal to one (1) month's pay plus the Benefit Spending Allowance (BSA) for each five (5) years of service or a fraction thereof, but not exceeding six (6) months, at the employee's regular rate of pay plus the BSA on retirement.
- 26.02 At the option of the employee, the retirement allowance may be taken either in the form of retirement leave or through a lump sum payment upon retirement.
- 26.03 Where an employee retires due to disability, death or age, the retirement allowance shall be paid in a lump sum upon retirement or retirement leave, or at the employee's request, the lump sum can be deferred to the year following his term of employment.

ARTICLE 27 - JOINT CONSULTATION

- 27.01 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and hereby approve the establishment of a Labour-Management Committee within thirty (30) days of the signing of this Agreement.

- 27.02 The Committee shall consist of three (3) members appointed by the Union and three (3) members appointed by the Employer, including the President of the Union and the Department Head who shall sit on the committee as ex-officio members.
- 27.03 The Committee shall meet no less than once per month at a regular time and day to be established by the Committee.
- 27.04 The Committee shall function in an advisory capacity only and shall not have the power to alter, amend, add to or modify the terms of this Agreement.

ARTICLE 28 - DRIVER QUALIFICATIONS

- 28.01 An employee who loses his driving privileges for reasons other than outlined in 28.02 shall revert to a classification and pay rate in line with a job he is capable of performing, at a pay rate of not less than Permanent Labourer, and he shall be reinstated to his previous classification once his driving privileges are reinstated.
- 28.02** An employee who loses his driving privileges, after the signing of this Agreement, for an infraction which carries an automatic ten (10) point penalty under the *Motor Vehicle Act*, shall revert to the Permanent Labourer classification at a pay rate equivalent to that established in this Agreement for Casual Labourer, notwithstanding that he shall be reinstated to his previous classification once his driving privileges are reinstated. **In cases where driving privileges are lost a second time for DUI, this will be cause for the employer to take further action up to and including termination of employment.**

ARTICLE 29 - LAYOFF AND RECALL

- 29.01 This article applies to permanent employees.
- 29.02 Role of Seniority in Layoff - Both parties agree that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, the bargaining unit wide seniority on a classification basis shall prevail.
- 29.03 Recall Procedures - Employees who have been laid off shall be recalled in order of seniority by classification.
- 29.04 No New Employees - No new employees shall be hired until those laid off have been given an opportunity of recall. Recall privileges do not apply if an employee has been laid off for a period in excess of two (2) years, or if an employee has withdrawn employee contributions to the Superannuation Fund.

- 29.05 Advance Notice of Layoff - The Employer shall notify employees who are to be laid off ten (10) working days prior to the effective day of layoff. If the employee has not had the opportunity to work the ten (10) working days then he shall receive payment for any such days not worked.
- 29.06 Grievances on Layoffs and Recalls - Grievances concerning layoffs and recalls shall be initiated at Step Two of the Grievance Procedure.
- 29.07 A laid off employee may claim the job of an employee with less seniority in a lower classification provided he is prepared to move to the lower pay of that job, and is capable of fully performing the work of the lower classification.
- 29.08 A permanent employee who is to be laid off shall be provided an additional week's notice for each five (5) years of service.

ARTICLE 30 - JOB SECURITY

- 30.01 Permanent employees shall not be laid off or have a reduction in regular working hours as a result of the Employer contracting out its service.
- 30.02 When the employer determines, work to be done on over time, that work will be assigned to bargaining unit employees. However, the employer may supplement the employees in performing such work with contractors.

ARTICLE 31 - RESIDENCY

- 31.01 An employee will be permitted to locate his/her residence within the 20Km boundaries as agreed to by the parties on the map dated May 16, 2001.
- 31.02** Notwithstanding the above, **Water Treatment Plant Operators** who work at the Water Treatment Plant(s) will be permitted to live within the 10 Km boundaries as agreed to by the parties on the map dated May 16, 2001.
- 31.03 Employees who were not in compliance with the above requirements on 1995 April 27, are not required to move to comply with this Article.
- 31.04 For purposes of this Article, "residence" is defined as the normal place of residence for the majority of the year.

ARTICLE 32 - HARASSMENT

- 32.01 (a) The Union and the Employer recognize and support the right of employees to work in an environment free from personal

harassment. Harassment being defined as behaviour, words or actions that are discriminatory or demeaning and which undermine the employee's self-esteem or dignity. The Employer undertakes to deal with any City employee engaging in the harassment of another employee.

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

ARTICLE 33 - TECHNOLOGICAL CHANGE

- 33.01 In the event that the Employer should introduce methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall be given training and a reasonable opportunity to acquire the skills necessitated by the new methods of operation.

ARTICLE 34 - DURATION OF AGREEMENT

34.01 The Agreement shall come into force on **2009 January 01 and shall expire on 2013 December 31** provided, however, that where notice to bargain has been given by either party in accordance with Section 33 of the *Industrial Relations Act* with a view to the renewal or revision of the Agreement or the making of a new agreement, this Agreement shall continue in full force and effect until:

(1) a renewal or revision of this Agreement or a new agreement is signed; or

(2) a lawful strike or lockout occurs in accordance with the provisions of the *Industrial Relations Act*;

whichever occurs first.

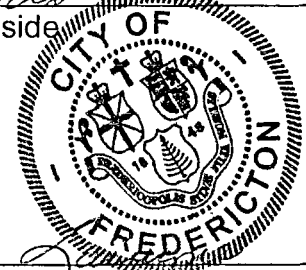
IN WITNESS WHEREOF the City of Fredericton has hereunto affixed its corporate seal and caused these presents to be executed by its duly authorized officers and Fredericton Union of Civic Employees No. 508, has caused these presents to be executed by its duly authorized officers the 6th day of November, 2009.

SIGNED, SEALED AND DELIVERED

THE CITY OF FREDERICTON

Karen Havel
WITNESS

Brad Woodside
Brad Woodside
Mayor



Donna Lavigne
Donna Lavigne
Assistant City Clerk

FREDERICTON UNION OF
CIVIC EMPLOYEES LOCAL 508

Candice McEntyre
WITNESS

Brian Wood
Brian Wood
President

Chester Hickey
Chester Hickey
Secretary

CLASSIFICATIONS**CASUAL LABOURER**

Must be fit and able to do manual work of all kinds and be suitable for training in the work of the Department.

PERMANENT LABOURER

Must have a combination of training and experience so as to be capable of performing routine work of the Department without continuous supervision.

SERVICE WORKER

Must have a combination of training and experience so as to be capable of performing routine work of the Department without continuous supervision.

METER TECHNICIAN 1

Must have a combination of training and experience so as to be capable of performing routine work of the Division without continuous supervision.

METER TECHNICIAN 2

In addition to Meter Tech 1 qualifications, must be capable of performing all normal duties of the Division without supervision.

METER TECHNICIAN 3

In addition to Meter Tech 2 qualifications, must be able to perform the many specialized duties of the Division with a high degree of proficiency.

STOCKKEEPER

Must be capable of keeping custody and control of an inventory of parts and supplies and performing associated record keeping functions.

LEAD HAND I

In addition to Permanent Labourer qualifications, must be able to undertake more complex tasks of the division and may be required to act as lead hand in charge of a small crew.

LEAD HAND II

In addition to Lead Hand I qualifications, must have ability and willingness to operate special equipment of division without supervision and may be required to act as lead hand in charge of a small crew.

ASSISTANT FOREMAN

Must have training and experience sufficient to lead and supervise a crew and perform most of the tasks associated with the work of the division.

EQUIPMENT OPERATOR 1

Must have attained the status of Permanent Labourer. Must have a valid NB Class V Driver's License. Must be qualified and willing to operate a single axle 3 Ton Truck plus one other of the following pieces of equipment:

- One Yard Capacity Front End Loader
- Municipal Tractor c/w attachments (e.g. MT Trackless)
- Industrial Tractors c/w attachments

EQUIPMENT OPERATOR 2

Must meet the requirements for Equipment Operator 1. Must have a valid NB Class V Driver's License. Must be qualified and willing to operate one of the following pieces of equipment:

- Tandem Truck (no attachments - Class III Driver's License required)
- Front End Loader (use without plow & wing attachments)
- Sand Truck c/w plow or under-slung
- Single axle Truck c/w plow and wing
- Vacuum Truck
- Street Sweeper

EQUIPMENT OPERATOR 3

Must meet the requirements for Equipment Operator 2. Must hold a valid NB Class III Driver's License. Must be qualified and willing to operate a tandem truck with no attachments and one of the following:

- Tandem Truck c/w plow and wing
- Front End Loader c/w plow & wing or snow blower attachment

- Combination Sewer Truck
- Loader/Backhoe
- Grader with plow & wing for snow plowing

EQUIPMENT OPERATOR 4

Must meet the requirements for Operator 3. Must have a valid NB Class I Driver's License. Must be qualified and willing to operate one of the following pieces of equipment:

- Excavator (tracked)
- Excavator (wheeled)

EQUIPMENT OPERATOR 5

Must meet the requirements for Equipment Operator 3 or Equipment Operator 4. Must have a valid NB Class I Driver's License. Must be qualified and willing to operate one of the following groups:

- Grader (fine grading and snow plowing)
- Excavators (track and wheel and loader/backhoe)

WATER TREATMENT PLANT OPERATOR I

Must be a graduate of a recognized Technology Program and be able to apply such education in performing the work of the Water and Sewer Division of the Department.

WATER TREATMENT PLANT OPERATOR II

In addition to **Water Treatment Plant Operator I** qualifications, must be capable of performing all normal duties of the Division without supervision.

WATER TREATMENT PLANT OPERATOR III

In addition to **Water Treatment Plant Operator II** qualifications, must be able to perform the many specialized duties of the Division with a high degree of proficiency.

WATER TREATMENT PLANT OPERATOR IV

In addition to **Water Treatment Plant Operator III** qualifications, must have obtained experience and additional training in the water and wastewater field and be willing and able to perform Assistant Foreman duties.

FORESTRY/HORTICULTURAL TECHNICIAN I

Must be a graduate of a recognized Forestry/Horticultural program and be able to apply such education in performing the work of the Parks and Trees Division of the Department.

FORESTRY/HORTICULTURAL TECHNICIAN II

In addition to Forestry/Horticultural Technician I qualifications, must be capable of performing all normal duties of the Division without supervision.

FORESTRY/HORTICULTURAL TECHNICIAN III

In addition to Forestry/Horticultural Technician II qualifications, must be able to perform the many specialized duties of the Division with a high degree of proficiency.

FORESTRY/HORTICULTURAL TECHNICIAN IV

In addition to Forestry/Horticultural Technician III qualifications, must have obtained experience and additional training in the Forestry/Horticultural field and be willing and able to perform Assistant Foreman duties.

ENGINEERING TECHNICIAN I

Must be a graduate of a recognized Engineering Technology program and be able to apply such education in performing the work of the Public Works Department.

ENGINEERING TECHNICIAN II

In addition to Engineering Technician I qualifications, must be capable of performing all normal duties of the assigned Division without supervision.

ENGINEERING TECHNICIAN III

In addition to Engineering Technician II qualifications, must be able to perform the many specialized duties of the Division with a high degree of proficiency.

ENGINEERING TECHNICIAN IV

In addition to Engineering Technician III qualifications, must have obtained experience and additional training in the Engineering field and be willing and able to perform Assistant Foreman duties.

SERVICE TECHNICIAN I

Must have Journeyman Certification as issued by the NB Department of Labour in one of the following trades: Heavy Equipment Repair; Motor Vehicle Repair (Automotive); Motor Vehicle Repair (Truck & Transport); Welding; Auto Body Repair; Small Equipment Repair; Carpentry. Must have primary set of hand tools.

SERVICE TECHNICIAN II

In addition to Service Tech I requirements, must have specialized skills and the capability to perform other work of the Division without supervision. Must provide tools used in performing routine tasks.

SERVICE TECHNICIAN III

In addition to Service Tech II requirements, must have training and experience sufficient to lead and supervise a crew and be required to do so by the Employer on a regular basis.

SCHEDULE A – WAGES

	2009	2010	2011	2012	2013
	Effective	Effective	Effective	Effective	Effective
	2008 Dec 28	2009 Dec 27	2010 Dec 26	2011 Dec 25	2012 Dec 24
	3.50%	3.00%	2.75%	2.75%	2.75%
CASUAL LABOURER	11.84	12.20	12.53	12.88	13.23
PERMANENT LABOURER	18.39	18.94	19.46	20.00	20.55
METER TECHNICIAN 1	18.89	19.46	20.15	20.90	21.58
METER TECHNICIAN 2	19.22	19.80	20.63	21.50	22.40
METER TECHNICIAN 3	19.45	20.03	21.02	22.20	23.22
STOCK-KEEPER	18.89	19.46	20.15	20.90	21.58
LEAD HAND I	18.89	19.46	20.15	20.90	21.58
LEAD HAND II	19.45	20.03	20.73	21.60	22.40
ASSIST FOREMAN	20.09	20.69	21.80	23.00	24.25
EQUIP. OP. 1	18.55	19.10	19.66	20.20	20.76
EQUIP. OP. 2	18.89	19.46	20.24	21.00	21.58
EQUIP. OP. 3	19.22	19.80	20.54	21.30	22.09
EQUIP. OP. 4	19.54	20.13	21.02	22.20	23.02
EQUIP. OP. 5	19.75	20.34	21.41	22.40	23.43
F&H/ENG TECH I	20.53	21.15	21.80	22.40	23.02
F&H/ENG TECH II	20.90	21.52	22.11	22.80	23.63
F&H/ENG TECH III	21.25	21.89	22.77	23.60	24.45
F&H/ENG TECH IV	21.85	22.50	23.55	24.80	25.89
SERVICE WORKER	18.39	18.94	19.85	20.80	21.78
SERVICE PERSON	18.39	18.94	19.66	20.40	21.17

	2009	2009	2010	2010	2011	2012	2013
	Effective	Effective	Effective	Effective	Effective	Effective	Effective
	2008 Dec 28	2009 June 28	2009 Dec 27	2010 June 27	2010 Dec 26	2011 Dec 25	2012 Dec 24
	3.50%	\$0.50	3.00%	\$0.40	2.75%	2.75%	2.75%
SERVICE TECH I	19.00	19.50	20.09	20.49	21.61	22.40	23.63
SERVICE TECH II	21.12	21.62	22.27	22.67	23.55	24.40	25.07
SERVICE TECH III	21.85	22.35	23.02	23.42	24.33	25.20	25.89
WATER TREAT. PLANT OP I	20.53	21.03	21.67	22.07	22.77	23.40	24.04
WATER TREAT. PLANT OP II	20.90	21.40	22.04	22.44	23.75	24.40	25.07
WATER TREAT. PLANT OP III	21.25	21.75	22.40	22.80	24.14	24.80	25.48
WATER TREAT. PLANT OP IV	21.85	22.35	23.02	23.42	24.53	25.20	25.89

Schedule B - Benefit Spending Allowance For Permanent EmployeesEffective Date

1) Effective the first pay following the signing of the Collective Agreement	\$170.00
2) 2009 Dec 27	\$175.00

Notes

- 1.0 Service Technicians and Service Workers supplying tools and **using** such for the Employer's purposes will receive a tool allowance of \$500.00 per year. The employee will have to provide receipts of purchase of any new tools before the tool allowance is paid. **Receipts will be processed for payment monthly.**
- 2.0 Casual employees hired to do work of a classification other than Labourer shall be qualified as per the job description, and shall receive the rate of pay for such classification

**LETTER OF AGREEMENT - RE: APPRENTICESHIP PROGRAM
CUPE Local 508 - City of Fredericton**

The Parties agree that it would be mutually beneficial to establish an apprenticeship program for the classification of Service Technician. Apprentices will be trained in accordance with the provisions of the New Brunswick Apprenticeship and Occupational Certification Act for trades relevant to the Service Technician classifications.

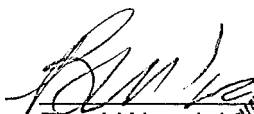
An apprentice will be subject to the provisions of the CUPE Local 508 collective agreement except the following provisions:


- 1.0 An Apprentice will be on probation for academic or performance related reasons until he or she has successfully completed his or her Occupational Certification. Should an apprentice fail to progress in accordance with the provisions of the program, his or her employment with the Employer may be terminated.
- 2.0 The Employer will pay the normal tuition fees and purchase the necessary books and materials and will provide time off with pay to attend the required classroom training.
- 3.0 Rates of pay for apprentices shall be as follows: first block - Service Technician 1 rate less \$4.00, second block - Service Technician 1 rate less \$3.00, third block - Service Technician 1 rate less \$2.00, fourth block - Service Technician rate less \$1.00.
- 4.0 Apprentices will be paid a tool allowance in accordance with the provisions of the collective agreement.

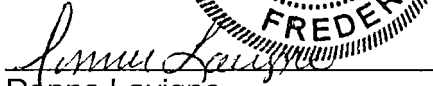
***The parties agree to meet to update this agreement during the term of the contract.**

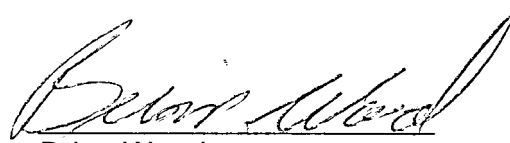
For the City of Fredericton:

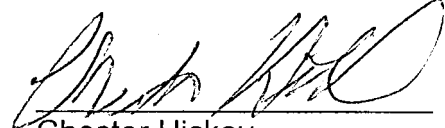
For CUPE Local 508:


 Brad Woods
 Mayor




 Donna Lavigne
 Assistant City Clerk



 Brian Wood
 President

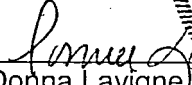

 Chester Hickey
 Secretary

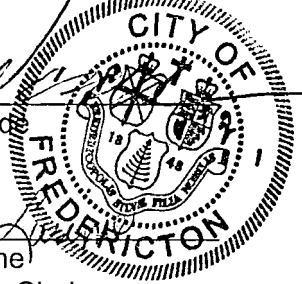
LETTER OF AGREEMENT - EQUIPMENT OPERATOR CLASSIFICATIONS
CUPE Local 508 - City of Fredericton

- Equipment Operator Classifications have been outlined below to provide a qualified, versatile workforce and a situation where operators are recognized for their qualifications and can progress step by step through the pay scale.
- “Qualified” will be defined as “when an operator has successfully passed a test established for a particular piece of equipment”. Testing will be defined as either “In house” or “Outside “ by the employer. **Candidates who are unsuccessful in passing a test will be advised, in writing, of the reason(s) for not passing.**
- Prospective Equipment Operators, or those wishing to be qualified for a new piece of equipment, may apply each January for qualification on the equipment desired. The City will pay for testing on one piece of machinery per employee each year. Employees may pay for one additional qualification test per year. **The exception is that an employee already qualified on a single axle three (3) ton truck does not have to pay in order to be “tandem” qualified providing they have a Class III E license. Confirming a Class III E license is not considered one of the tests allowed each year.**
- Upon the signing of the new Collective Agreement in 2005, existing Equipment Operators will have until 2005 December 31 to upgrade his or her licenses to maintain their particular Equipment Operator Level. Brian Sutherland, and Mike Hayward will be exempted from the license requirements and will be classified at Operator 5, providing they continue to meet all the requirements of the Operator 5 classification. The City will bear the costs for initial testing and medical examinations for the operators to upgrade their N.B. Driver’s License, plus the costs for any subsequent medical documentation for maintaining this license.
- Payment for qualification to a higher Operator Classification will commence on the first pay period following confirmation of Equipment Qualification.

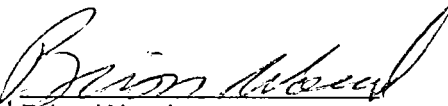
For the City of Fredericton:

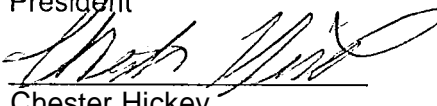

 Brad Woods
 Mayor


 Donna Lavigne
 Assistant City Clerk



For CUPE Local 508:


 Brian Wood
 President

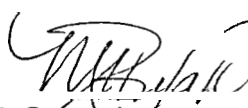

 Chester Hickey
 Secretary

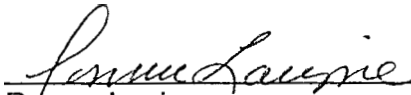
**PROVINCE OF NEW BRUNSWICK
COUNTY OF YORK**

AFFIDAVIT OF CORPORATE EXECUTION

I, **DONNA LAVIGNE**, of the City of Fredericton, in the County of York and Province of New Brunswick, Assistant City Clerk, MAKE OATH AND SAY:

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

SWORN TO BEFORE ME at the)
City of Fredericton, in the County)
Of York and Province of New)
Brunswick, this 6th)
Day of November)
A.D. 2009 Nov 6)
)
A Commissioner of Oaths Being)
A Solicitor)


Donna Lavigne

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