

COLLECTIVE AGREEMENT

BETWEEN



THE CORPORATION OF THE
CITY OF

Bathurst

AND

CUPE / *Canadian Union
of Public Employees*

LOCAL 1282

JANUARY 1, 2022 TO DECEMBER 31, 2025

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THIS AGREEMENT made this 17 day of May, A. D. 2022,

BETWEEN: THE CITY OF BATHURST,
hereinafter called "The Employer".

AND: CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 1282, hereinafter called "The Union".

PREAMBLE

WHEREAS it is the intention and purpose of the parties of this Agreement to maintain harmonious relations and settled conditions of employment between the employer, the employees and the union and to improve the quality of service to the public and to promote the well-being and the productivity of its employees to the end that the citizens will be well and efficiently served; accordingly, the parties hereto set forth certain terms and conditions of employment relating to pay, hours of work and other related terms and conditions of employment affecting employees covered by this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - RECOGNITION

- 1.01 The employer recognizes the union as the sole and exclusive bargaining agent for all classifications of employees set forth in Appendix "A" hereto.
- 1.02 If there are any new classifications created during the term of this Agreement, only wages shall be negotiated for the new classifications and all other terms and conditions of the Agreement shall apply, unless such employees exercise management functions or are employed in a confidential capacity in matters relating to labour relations. If the parties cannot agree on wage rates for the new classifications, then both parties agree that the question of wage rates only will be settled by final and binding arbitration. The union will be notified prior to the posting of any new classification and the parties will meet to discuss such classifications.
- 1.03 No employee or group of employees shall be required or permitted to make any written or verbal agreement with the employer or his representatives which may conflict with the terms of this collective agreement.
- 1.04 No person who is not in the bargaining unit shall perform the work of any employee in the bargaining unit except in an emergency, or when no other employee is available, or for purposes of instruction or training, or in cases mutually agreed by the parties. This will not limit the performance of incidental work or assistance by supervisors, inquiries and verification by supervisors on completed work; and provided that in itself does not reduce the regular hours of work or pay or cause a layoff of an employee.

Definition of Emergency: Emergency means a sudden unexpected occurrence demanding immediate action.

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ARTICLE 2 - NO DISCRIMINATION-HARASSMENT

- 2.01 Discrimination: The parties agree that there shall be no discrimination, sexual or otherwise, restraint or coercion exercised or practiced upon any employee regarding membership in the union or otherwise as restricted by the New Brunswick Human Rights Act.
- 2.02 A violation of this Article shall be subject to the grievance and arbitration procedure and such grievance may be processed directly at Step Two of the grievance procedure.
- 2.03 Harassment: The parties jointly affirm that every employee in the City of Bathurst shall be entitled to a harassment-free work environment and that the Respectful Workplace Policy (P2018-03) effective March 23, 2019 applies.

ARTICLE 3 - DEFINITIONS

- 3.01 (a) Permanent Employee means an employee who is hired in a permanent position and has successfully completed the required probationary period. An employee who has achieved regular status shall not cease to be a regular employee merely by virtue of his filling another position on a temporary basis or on a secondment position. Such secondment agreement shall be drafted and mutually agreed by the parties.
- (b) Permanent Part-Time Employee means an employee who has been hired in a permanent position to work part-time and has successfully completed a probationary period.
 - i) Permanent Part-time employees shall accumulate the following on a pro-rated basis; the pro-ratio being the hours regularly worked in relation to the normal hours worked for full-time employees; vacation, statutory holidays, sick leave and pension. Seniority based on hours worked. The calculated seniority date will be used to determine vacation entitlement and long service pay. (Clerical Assistant Fire and Water Meter Reader).
 - ii) Permanent Part-time employees are subject to the provisions of this collective agreement with the exception of Article 23 Welfare Benefits.
 - iii) Permanent Part-time employees working consistently a minimum of twenty (20) hours per week will be eligible to Article 23 Welfare Benefits provided that this coverage be available by the insurance provider.
- 3.02 Probationary Employee: A probationary employee is an employee who is hired in a permanent position and who is serving the probationary period.

A newly hired employee shall be on probation for the first sixty (60) days worked. A probationary employee shall be entitled to all provisions under this agreement from the date of hire as a probationary employee, however, the employment of such an employee may be terminated at any time at the employer's discretion for any reason without recourse to the grievance and arbitration procedure.

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3.03 Temporary Employee: A temporary employee is an employee only hired on a temporary basis to fill a specific classification listed in Appendix "A" for a predetermined period of time. Such employee's status must be reviewed after three (3) months, in consultation with the union, to determine his/her future status.

In the event that the status of a temporary employee is changed to that of a probationary employee, the probation period for such an employee shall be in accordance with the provisions of Article 3.02 of the Collective Agreement. The seniority of such employee shall be retroactive to the most recent date of hire of continuous and uninterrupted period of employment prior to becoming a probationary employee.

Such person is not subject to the provisions of this Agreement with the exception of the articles relating to wages, hours of work, overtime, statutory holidays and check-off of union dues.

3.04 Student: A student is a person who is enrolled on a full-time basis at a recognized educational institution who is employed by the City during school vacation periods. Such employee is not subject to the provisions of this Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 It is the right of the employer to manage its operations in all respects including the right to hire, transfer, promote, demote, train, classify and discipline its employees, subject to the terms of this Agreement. The employer may direct and distribute its working forces, schedule work, determine the method to be used, the allocation and use of employees, determine the numbers and responsibilities of its employees and the making and altering, from time to time, of rules and regulations to be observed by the employees, subject to the terms of this Agreement.

4.02 The employer shall determine all questions relating to promotion and demotion, classification and transfer, subject to the terms of this Agreement.

4.03 NO DISCRIMINATION

The parties hereto agree that there shall be no discrimination practiced by either party upon any employee regarding membership in the union or as restricted by the *Human Rights Act*.

ARTICLE 5 - UNION MEMBERSHIP

5.01 All employees of the employer covered by the present Agreement as a condition of employment shall become and remain members in good standing of the union according to the constitution and by-laws of the union. As a condition of employment, all new employees shall become and remain members in good standing of the union within thirty days of employment.

5.02 During any staff meeting, the Union will be provided an opportunity to make union announcements. The employer agrees to have Union officers to use the internal email system of the City of Bathurst to send Union notices to their membership.

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ARTICLE 6 - NO STRIKE OR LOCKOUT

6.01 The union and the employer agree that there shall be no strike by, or lockout of, members of the bargaining unit during the term of this Agreement.

ARTICLE 7 - CHECK-OFF OF UNION DUES

7.01 Check-off Payments: The employer shall deduct from every employee any dues, initiation fees or assessments levied by the union on its members.

7.02 Deductions: Deductions shall be made from the wages of employees on the payroll and shall be forwarded to the Treasurer of the union not later than the fifteenth of the following month, accompanied by a list of employees from whose wages the deductions have been made.

Disclosure and Leave for Dues Collection and Authorizations: In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this collective agreement or existing legislation, the Employer and the Union agree to determine a protocol to have those legislative changes met by the Union.

7.03 Dues Receipts: T-4 slips shall include the amount of union dues paid by the member for the applicable year.

7.04 New Employees: The employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The employer agrees to provide such new employee with a copy of the Agreement within one week of employment.

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the employer will introduce the new employee to their Union Steward or Representative, as designated by the Union.

The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits and duties of union membership. A maximum of sixty minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence arising out of this Agreement or incidental thereto, shall pass to and from the Human Resources Department or its delegate and the Secretary of the union. This authority may be delegated from time to time, in writing.

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ARTICLE 9 – MUTUAL INTEREST COMMITTEE

- 9.01 A Mutual Interest Committee shall be established and shall consist of three (3) employees appointed by the union and three (3) members appointed by the employer. Not more than one (1) employee per department shall be appointed by the union with the exception of the Treasury Department where two (2) employees may be appointed.
- 9.02 The Committee may consider matters of mutual concern pertaining to improvement in working conditions and morale, as well as the promotion of educational, welfare and vocational activities.
- 9.03 The Committee shall meet on the third Tuesday of each month during regular working hours and at a time mutually agreed to by both parties.
- 9.04 In order that this may be carried out, the union will supply the employer with the names of its officers. Likewise, the employer shall supply the union with a list of its supervisory personnel with whom the union may be required to transact business.
- 9.05 Representatives on the Committee or invited guests shall be protected against any loss of regular pay by reason of attendance at meetings and guaranteed that their individual relations with the department shall not be affected by action taken by them in good faith in their representative capacity.
- 9.06 Minutes of the Mutual Interest Committee meetings shall be forwarded to the Secretary of the Union local prior to the next meeting and shall be adopted by the parties.

ARTICLE 10 - UNION BARGAINING

- 10.01 Committee: The union and employer Bargaining Committees shall be elected or appointed and consist of not more than four (4) members each. The parties will advise each other, in writing, of the names of the members of the committees.
- 10.02 Time off for Meeting: Any three (3) representatives of the union or the Bargaining Committee, who is in the employ of the employer, shall have the right to attend meetings for the purpose of conducting negotiations with the employer held within working hours without loss of remuneration.
- 10.03 Technical Information: Within ten (10) days of a request by the union, the employer shall make available to the union, any information required by the union such as job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, financial and actuarial information pertaining to pension and welfare plans and documents required for collective bargaining.
- 10.04 Representative of C.U.P.E.: The union shall have the right at any time to have the assistance of any spokesperson of the Canadian Union of Public Employees.

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ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 The purpose of this section is to provide for the final and binding settlement by arbitration or otherwise, without stoppage of work, of all differences between the parties to, or persons bound by, this Agreement or on whose behalf it was entered into, concerning its interpretations, application, administration or an alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- 11.02 Where an employee has a complaint or alleges that the employer has violated any provisions of this Agreement, the employee shall be encouraged, with or without the assistance of a union official, to discuss the matter with his or her immediate supervisor.
- 11.03 If the employee's alleged grievance cannot be settled through discussion as provided by Article 11.02 above, the following procedure shall apply:
- Step One:** Within ten (10) working days after the alleged grievance has arisen, the employee may present his grievance in writing to his/her immediate supervisor or in his or her absence, a designated official. If the employee does not receive a reply or a satisfactory settlement within ten (10) working days from the date on which he presented his grievance at this level, he may proceed to Step Two.
- Step Two:** Within ten (10) working days from the expiration date referred to in Step One, the employee may present his grievance in writing to the Human Resources Director. A Grievance Committee composed of three (3) members from the union and three (3) representatives from the employer shall meet to discuss the grievance within ten (10) working days from the date the grievance was presented to the Human Resources Director. If the employee does not receive a reply or satisfactory settlement of his grievance within these ten (10) working days, he may refer the grievance to arbitration as provided for in Article 12 within fifteen (15) working days from the date on which he should have received a reply or satisfactory settlement of his grievance.
- 11.04 The employer or the union shall have the right to file a general policy grievance which shall be filed at Step Two of the grievance procedure. In the case of an employee suspension or discharge, the grievance procedure shall be invoked at Step Two of the grievance procedure. Such a grievance must be filed within twenty (20) days of the occurrence thereof.
- 11.05 Any matter giving rise to a dispute directly between the union and the employer shall be processed at Step Two of the grievance procedure within twenty (20) days of the occurrence thereof.
- 11.06 The parties may mutually agree, in writing, to extend the time limits specified herein.
- 11.07 In any case where the employee presents his grievance in person or in any case in which a hearing is held on a grievance at any level of the grievance process, the employee, if he/she so chooses, may be accompanied by a representative or agent of the union.

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- 11.08 If advantage of the provisions of this Article is not taken within the time limits specified herein, or extended as set out in Article 11.06 above, the matter in dispute shall be deemed to have been abandoned and cannot be re-opened.
- 11.09 A grievance shall be rendered inarbitrable if any of the following conditions are not met:
- (a) All grievances must be in writing;
 - (b) It must be submitted on a proper form authorized by the union;
 - (c) It must be signed by the grievor in the case of an individual grievance, or by a union officer in the case of a group or policy grievance;
 - (d) It must state the exact nature of the alleged violation; and
 - (e) It must state the article of the Collective Agreement which has allegedly been violated.

However, no grievance shall be defeated because of improper spelling or incorrect identification of an employee.

- 11.10 Supplementary agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.
- 11.11 Deviation from Grievance Procedure: After a grievance has been initiated by the union, the employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the presence of a representative of the union.
- 11.12 Replies in Writing: All matters relating to grievance shall be in writing at all stages.
- 11.13 Recognition of Union Stewards and Grievance Committee: In order to provide an orderly and speedy procedure for the settling of grievances, the employer acknowledges the rights and duties of the union Grievance Committee and the Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.
- 11.14 Names of Stewards: The union shall notify the employer in writing of the name of each Steward and the department(s) he/she represents and the name of the Chief Steward, before the employer shall be required to recognize him/her.
- 11.15 Permission to Leave Work: The employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The union recognizes that each Steward is employed full-time by the employer and that he/she will not leave work during working hours except to perform his/her duties under this Agreement. Therefore, no Steward shall leave his/her work without obtaining the permission of his or her supervisor, which permission shall not be unduly withheld.

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11.16 Definition of Grievance: A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where the employer has allegedly acted unjustly or improperly.

11.17 Grievance mediation is available as per the Provincial Labour/Management Committee.

ARTICLE 12 - ARBITRATION

12.01 The provisions of the Industrial Relations Act governing the arbitration of grievances shall apply to grievances lodged under the terms of this Agreement.

12.02 In any case, including cases arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the Board of Arbitration shall have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of a benefit or privilege, as the Board may determine appropriate to finally settle the issues between the parties, and may give retroactive effect to its decision. The Board shall not have authority to amend any of the provisions of this Agreement or to substitute or add to any new provisions in lieu thereof.

12.03 Disagreement on Decision: Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days, or such longer time as may be mutually agreed.

12.04 Expenses of the Board: Each party shall pay:

1. The fees and expenses of the Arbitrator it appoints.
2. One-half of the fees and expenses of the Chairperson.

12.05 Amending of Time Limits: The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties and such time limits shall be mandatory.

12.06 Witnesses: At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

12.07 Single Arbitration: The parties shall have the option of referring a grievance to a single arbitrator within ten (10) days:

- (a) The employer and union may agree in writing to the appointment of a person as single arbitrator.
- (b) In the event that the parties cannot agree on a single arbitrator, the Minister of Labour will be asked in writing to appoint a single arbitrator;
- (c) The single arbitrator shall have the same powers and be subject to the same limitations as a Board of Arbitration;
- (d) The union and employer shall be responsible for one-half of the expenses of and fees payable to the arbitrator.

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ARTICLE 13 - DISCIPLINE AND DISCHARGE PROCEDURES

- 13.01 Disciplinary action shall mean any action taken by the employer which results in
- (a) verbal warning;
 - (b) written reprimand;
 - (c) suspension with or without pay; or
 - (d) discharge
- 13.02 No employee shall be disciplined except for just cause. Where an employee is disciplined, the employer, within three (3) working days of the discipline, shall notify the employee in writing by registered mail or personal service, stating the reason for the discipline, and a copy of such notice will be forwarded to the secretary of the union.
- 13.03 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 13.02, the employee shall be reinstated immediately 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 his regular pay during the period of unlawful suspension or discharge, which shall be paid to him at the end of the next complete pay period following his reinstatement or upon his resignation from employment should he choose not to be reinstated.
- 13.04 Burden of Proof: In cases of discharge and discipline, the burden of proof of just cause shall rest with the employer. Evidence shall be limited to the grounds stated in the discharge and discipline notice to the employee.
- 13.05 Right to Have Steward Present: Where a supervisor intends to interview an employee for disciplinary purposes as defined in Article 13.01, the supervisor shall so notify the employee at least 24 hours in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.
- 13.06 Before any disciplinary action can be placed in an employee's file, he must be advised and have an opportunity to defend himself.
- 13.07 When such employee alleges that he has been suspended or discharged in violation of 13.02 above, he may, within ten (10) days of the date on which he was notified in writing, invoke the grievance procedure as set forth in this Agreement.
- 13.08 When an employee is suspended with or without pay pending an investigation, he/she will be notified in writing of the penalty no later than five (5) working days following the initial date of suspension.

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- 13.09 An employee or person covered by this Agreement shall not be required to cross a legal picket line where there exists reasonable apprehension of risk or injury.
- 13.10 The record of an employee shall not be used against him at any time when twelve (12) months have elapsed since a written warning and/or a suspension, provided there has been no recurrence of a similar infraction.
- 13.11 An employee shall not be disciplined where he is unable to discharge his employment obligations because of illness or infirmity attributable to a problem related to drugs or alcohol provided that he enrolls in and successfully completes a recognized rehabilitation program.

ARTICLE 14 - SENIORITY

- 14.01 General Seniority - shall mean the length of continuous service as a member of the bargaining unit.
- 14.02 Department Seniority - shall mean the aggregate period(s) of work performed by an employee in the services of the employer within a department.
- 14.03 Classification Seniority - shall mean the aggregate periods of work performed by an employee in a classification in the services of the employer.
- 14.04 Seniority List: The employer shall maintain a seniority list of permanent Full-time and permanent part-time employees. An up-to-date seniority list shall be sent to the union and posted on all bulletin boards in January of each year, showing:
 - (a) the initial date of employment;
 - (b) seniority date within the department;
 - (c) seniority period in classification.
 - (d) overtime hours do not count in the calculation of hours of seniority.
- 14.05 Loss of Seniority: An employee shall not lose seniority rights if he/she is absent from work because of sickness, disability, accident, lay-off or leave of absence approved by the employer.

Seniority shall be forfeited by any employee of the employer for any of the following reasons:

 - (a) voluntarily leaving the employ of the employer;
 - (b) discharged for just cause;
 - (c) laid off in excess of twelve (12) months.

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14.06 Transfer and Seniority Outside Bargaining Unit: No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she will retain his/her seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such employee shall have the right to return to his/her former position in the bargaining unit during his/her trial period, which shall be a maximum of sixty (60) days without loss of seniority.

ARTICLE 15 - PROMOTION

15.01 It shall be the policy of the employer to make promotions on the basis of qualification, ability and seniority. Further, it shall be the policy to encourage opportunities for training of employees within the bargaining unit in order that such employees can assume greater responsibilities.

15.02 When the employer intends to fill a vacancy or new position, the employer agrees to post notice of vacancy in City Hall and other appropriate places to provide an employee awareness of any vacancy in existing or new positions in the bargaining unit which may develop from time to time. When a position will be temporarily vacant for a minimal period of two (2) months, the employer will post this position.

- (a) When the Corporation intends to fill a vacancy or a new position, the Corporation shall, within ten (10) working days, bulletin the position or vacancy.
- (b) Bulletins shall be posted on bulletin boards in all departments covered by this agreement for at least ten (10) working days.
- (c) Copies of all such bulletins shall be forwarded to the Secretary of the Union.
- (d) Information in postings: Such notices shall contain the following information:
 - (1) Job title, as per job description and classification plan
 - (2) Description of the job
 - (3) Hours of work
 - (4) Wages or salary rate or range
 - (5) Length of trial period
 - (6) Qualifications
 - (7) Date of closing of posting
- (e) The position shall be filled within ten (10) days from the day of closing of the posting. If further time is required, it shall be mutually agreed upon.
- (f) If the successful candidate is available and is not put into the new position, they shall receive the wage rate no later than thirty (30) calendar days following the awarding of the position.

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- 15.03 Notification to Employee and Union: Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Recording Secretary shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.
- 15.04 Employees shall be encouraged to assume greater responsibilities by learning the duties of other classifications and an opportunity shall be afforded to them, on the basis of seniority and ability to learn the work of such other classifications during regular work hours. For the purpose of such "onsite training" the Department Head and/or his delegate may arrange with the interested employees to exchange positions for a temporary period without affecting the rates of the employees concerned. Refer to the Staff Training Policy of the City of Bathurst for additional training opportunities.
- 15.05 Formal training opportunities shall be posted in appropriate locations for applicable employees.
- 15.06 Trial Period: Employees awarded positions shall be subject to a trial period of sixty (60) days actually worked. Such employee shall have the right to return to his/her former position in the bargaining unit during this trial period.
- 15.07 Promotion and transfer to any grade shall be at the same percentage level the employee holds in his/her present position.

ARTICLE 16 - LAYOFF AND RECALL

- 16.01 "Layoff" means a reduction in the regular hours of work or a reduction in the work force.
- 16.02 Role of Seniority in Layoff
- (a) In the event of a layoff, employees shall be laid off in the reverse order of their general seniority.
- An employee about to be laid off may bump any employee with less seniority in the bargaining unit provided the employee exercising the right can demonstrate, following a reasonable familiarization period, that he has sufficient present ability to perform the duties of the position into which he wishes to bump **and additionally he has the qualifications and or relevant experience required for the position.**
- (b) In the case of bumping in a lower paid position, he/she shall receive the wage rate prior to the bumping, until such time as the difference between the two rates has been eliminated.
- (c) In the case of bumping in a higher paid position, he/she shall receive the rate of pay of that position.

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16.03 Recall Procedure

Employees shall be recalled in order of their bargaining unit wide seniority provided the employee exercising the right can demonstrate, following a reasonable familiarization period, that he has sufficient present ability to perform the duties of the position into which he wishes to be recalled **and additionally he has the qualifications and or relevant experience required for the position.**

16.04 No New Employees: No new employees shall be hired until those laid off have been given an opportunity of recall.

16.05 Advance Notice of Layoff: The employer shall notify employees who are to be laid off one (1) calendar month prior to the effective date of layoff. If the employee has not had the opportunity to work the one (1) calendar month, then he shall receive payment for any such days not worked.

16.06 Notification to Employer

It shall be the responsibility of the employee to keep the employer informed in writing of his current mailing address and telephone number.

16.07 When an employee is laid off, no contractor, consultant, or temporary employee, during the term of layoff, shall perform the work normally performed by that employee.

16.08 In the event that any work normally performed by the employee who has been laid off is needed to be accomplished, he/she will be given first opportunity to be recalled in order to perform the work. It is understood that such employee shall not be entitled to the notice of layoff as in Article 16.05 if recalled for a period of less than one month.

ARTICLE 17 - HOURS OF WORK

17.01 The regular hours of work per week for the following employees shall be forty (40) hours between the hours of 8:00 a.m. and 4:00 p.m., from Monday to Friday, with a twenty (20) minute lunch break and one rest period in the morning only:

- **Clerical Assistant** – Operational Services
- **Clerical Assistant** – Planning
- **Clerical Assistant** – Police
- Operations Analyst
- Recreation Programmer
- Purchasing Supervisor
- Building Inspector
- Police Operations Analyst
- GIS/Junior Planner
- **Purchasing Agent**

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17.02 The regular hours of work per week for the following employees shall be thirty-five (35) hours between the hours of 8:00 a.m. to 4:00 p.m., Monday to Friday, with a one (1) hour lunch break and one rest period in each half of their shift:

- **Clerical Assistant – Recreation**
- **Front Desk Receptionist**
- **Accounts Payable Clerk**
- **IT Support Technician**
- **Information Systems Analyst**
- **Utilities Clerk (Accounts Receivable)**
- **Junior Accountant**
- **By-Law Enforcement Officer**

17.03 The regular hours of work per week for the **Clerical Assistant - Fire Department (Part-time)** shall be twenty (20) hours between the hours of 8:00 a.m. and 4:00 p.m. with a thirty (30) minute lunch break.

17.04 The **Water Meter Reader** position has the flexibility in the working hours for the temporary employment (2 weeks per month) with the following conditions:

- (a) **Thirty-five (35) hour work week, seven (7) hours per day.**
- (b) **Hours of work between 8:00 a.m. and 4:00 p.m., Monday to Saturday.**
- (c) **Work schedule to be determined by the Supervisor.**
- (d) **The Corporation will do its utmost possible to maintain a regular schedule of work within the guidelines described above.**

17.05 The hours and days of work of each employee shall be posted in an appropriate place and two weeks' notice shall be given of any change.


17.06 Union Meeting Night: The day in each month on which the regular monthly meeting of the union is scheduled, work for employees in the bargaining unit shall cease no later than 5:00 p.m., except in emergencies.

17.07 Paid Rest Period: An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift, with scheduling to be determined by the employer, in accordance with Article 17.06.

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ARTICLE 18 - JOB DESCRIPTION AND EVALUATION REVIEW COMMITTEE

- 18.01 The employer agrees to establish a job description and evaluation review committee with equal representation from the bargaining unit and management, for the express purposes of:
- (a) Reviewing and explaining the job description and evaluation factors in the point scoring system;
 - (b) Explaining the conceptual approach of the plan in order to make it understood by the members of the Committee and the membership;
 - (c) Encouraging participation by the membership through annual review between employee and supervisor;
 - (d) Examining of reviews by the committee; and
 - (e) Enabling the union to recommend significant improvement to the plan.
- 18.02 The committee shall consist of two (2) employees appointed by the union and two (2) members appointed by the employer.
- 18.03 The committee shall meet annually or as determined by the committee.
- 18.04 Representatives on the committee or invited guests shall be protected against any loss of regular pay by reason of attendance at meetings and guaranteed that their individual relations with the department shall not be affected by action taken by them in good faith in their representative capacity.
- 18.05 Where a new job is created the employer shall endeavour to set up a new or revised wage rate after consultation with the Union. Where there is significant change/increase and /or additional supervisory duties of two (2) or more employees and/or one (1) month training to the job content, skill, ability, competence and/or qualifications of an existing classification, the employer shall endeavour to set up a new or revised wage rate after consultation with the Union. Failing any agreement with the Union, the employer shall set up a new or revised wage rate covering the new or revised classification, which shall be considered temporary. The new or revised wage rate or the negotiated wage rate set by the arbitrator shall be retroactive to the date of the establishment of the new or revised classification.

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ARTICLE 19 - STATUTORY HOLIDAYS

19.01 **Paid Holidays:** The employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
New Brunswick Day	

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

19.02 **Compensation for Holidays on Saturday and Sunday:** When any of the above-noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday), shall be deemed to be the holiday for the purpose of this Agreement.

19.03 **Pay for Regularly Scheduled Work on a Holiday:** An employee who is not scheduled to work on the above holidays, shall receive holiday pay equal to one day's pay. An employee who is scheduled to work shall be paid at the rate of double time plus another day off with pay, at a time mutually agreed upon.

19.04 **Compensation for Holidays Falling on Scheduled Day Off:** When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time mutually agreed upon.

19.05 **Floater:** An employee shall be entitled to **three (3)** floating holidays per calendar year, on the basis of one (1) day for each **four (4)** months of completed employment, provided forty-eight (48) hours' notice is given by the employee. The above-noted floating holidays will not be reduced because of a temporary layoff.

ARTICLE 20 - VACATIONS

20.01 Employees shall be entitled to the following annual vacations, according to the initial date of employment.

- (a) Employees on completion of one (1) year's continuous service but less than three (3) years' service – ten (10) working days or 4% of gross earnings, whichever is the greater;
- (b) Employees on completion of three (3) years' continuous service to eight (8) years' service – three (3) weeks;
- (c) Employees on completion of nine (9) years' continuous service to seventeen (17) years' service – four (4) weeks;

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- (d) Employees on completion of eighteen (18) years' continuous service to twenty-four (24) years' service – five (5) weeks;
 - (e) Employees on completion of twenty-five (25) years' continuous service to **twenty-eight (28)** years' service – six (6) weeks;
 - (f) Employees on completion of **twenty-nine (29)** years or more continuous service seven (7) weeks.
- 20.02 For the purpose of service in the calculation of vacation entitlement, the period shall be calculated from the initial date of employment.
- 20.03 All vacation schedules will be subject to approval of the Department Head. Schedules will be prepared by the Department Heads on the basis of general seniority as defined in Article 14. Once the vacation schedule has been posted, it cannot be changed unless through mutual agreement.
- 20.04 Once the vacation schedule has been approved by the Department Head any employee who did not schedule his vacation period cannot use seniority as a basis or determining factor in scheduling his vacation period for that year. Requests for changes must be made in writing and require approval of the Department Head.
- 20.05 One week's vacation shall be understood to be five (5) working days or seven (7) calendar days.
- 20.06 Employees must indicate their choice of vacation period not later than April 30 in each year.
- 20.07 Sick leave or bereavement leave shall be substituted for vacation where an employee can establish he is entitled to such leave under the terms of this Agreement to be either added to such vacation or reinstated at a later date.
- 20.08 Vacation Pay on Termination: When employment of an employee is terminated before the end of a vacation pay year, vacation pay shall be paid on a pro-rata basis according to the entitlement for the years of service.
- 20.09 When a holiday defined in Article 19 of this Agreement occurs during an employee's annual vacation, the employee shall be granted an additional day's vacation with pay.
- 20.10 Upon request, an employee shall receive, on the last office day preceding commencement of his/her annual vacation, any pay cheques which may fall due during the period of vacation including vacation pay.
- 20.11 The employer recognizes the inviolate right of an employee to an unbroken scheduled vacation except in cases of dire emergency. Where an employee is recalled from vacation, he shall be paid at the rate of double time for each and every hour worked plus one (1) vacation lieu day off for each day in which work was performed which shall be scheduled at a time mutually agreed to by the employer and the employee.

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- 20.12 Vacation entitlements must be taken during the current vacation year. **Employees shall be able to carry over no more than five (5) days of vacation to the following year. Carry-over to the following year must be taken by May 31st.**
- 20.13 Vacation schedules must be approved and posted by May 15th.

ARTICLE 21 - SICK LEAVE

- 21.01 **Sick Leave Defined:** Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, or under examination or treatment by a qualified medical practitioner, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 21.02 Sick leave shall accrue to all permanent Full-time employees at the rate of 1-1/2 days per calendar month of employment to a maximum of 240 days from date of employment.
- 21.03 (a) Provided an employee has sick leave to his credit, he shall be paid at the regular rate of pay for all regular working days he is on sick leave.
- (b) The employer has the right to investigate the use of the sick leave and to require the employee to submit upon his return to work, satisfactory medical evidence from a qualified medical practitioner. Such proof of illness shall be requested during the period of illness.
- (c) The Employer will authorize the use of three (3) sick days to an employee to provide medical care to his immediate family. **An employee can use this allotment with a minimum of two (2) hours where it does not incur extra over-time cost to the Corporation.** Immediate family definition refers to Article 22.03(a)(1) of this collective agreement.
- 21.04 Employees must contact their immediate supervisor or designate when a claim is made for sick leave. When possible, such notification shall be prior to the commencement of the employee's shift.
- 21.05 A deduction shall be made from accumulated sick leave for absence due to illness during any normal working days.
- 21.06 The employer is not obligated to apply sick leave credits to an employee as a result of injury (which is covered by Worker's Compensation or Canada Pension Benefits) if such injury was sustained in any paid employment outside the employee's regular duties.
- 21.07 **Sick Leave During Leave of Absence and Layoff:** When an employee is laid off on account of lack of work, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such layoff.
- 21.08 **Extension of Sick Leave:** An employee with more than one (1) year of service who has exhausted his/her sick leave credits, shall be allowed an extension of his/her sick leave to a maximum of fifteen (15) working days, provided the prognosis indicates he/she will return to work. Upon return to duty, the employee shall repay the extension of sick leave in full before accumulating any further sick leave. No employee shall have his/her sick leave terminated by virtue of having exhausted his/her sick leave credits.

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21.09 Sick Leave Bank:

- a) All regular employees covered by this Agreement, with one year of service with the Corporation, shall contribute five (5) days from their accumulative sick leave credits to the sick leave bank. Each employee, after allotting five (5) days to the sick leave bank, will allow one day per year from his accumulated sick leave credits to be added to the sick leave bank until contributions result in an accumulation of two hundred and fifty (250) working days in the sick leave bank. The union shall receive a complete record of days or credits for members individually and total days credited to the bank at the end of each calendar year.
- b) Application for allotment from the sick leave bank may be made by an employee who has suffered a major illness or who has suffered an injury which is not compensatory under the Workers' Compensation Act and shall be subject to the approval of the Union Executive and the Corporation, upon production of an appropriate medical certificate. No allotment from the sick leave bank shall be approved unless and until the employee concerned has exhausted his entire annual and accrued sick leave credit, annual and accrued vacation, banked statutory holidays, floaters and banked overtime.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Negotiation Pay Provisions: In the period eight (8) months prior to the termination of this Collective Agreement, three (3) members of the union Bargaining Committee shall be entitled to three (3) days off with pay to prepare for negotiations and/or one (1) day off with pay to prepare for wage re-opener.

22.02 Grievance and Arbitration Pay Provisions: Representatives of the union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

22.03 Bereavement Leave

- (a) An employee shall not sustain loss of regular pay and subject to the provisions of subsection (b) below, in accordance with the following:
 - (1) Five (5) working days in the case of a death of the employee's spouse, son, daughter, stepchild, mother, father, brother, sister or grand-child. **For greater clarification, the above family members listed shall include step family members;**
 - (2) Three (3) working days in the case of a death of a brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, ward permanently residing with employee;
 - (3) One (1) working day in the case of a nephew, niece, aunt, uncle or grandparent-in-law;

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- (4) One-half (1/2) day where an employee attends the funeral as a pallbearer. Where the family of a deceased employee requests pallbearers from the union, the employer shall grant the necessary leave with pay for up to six (6) pallbearers.
 - (5) Common-law shall apply to all of the above.
 - (6) Where the burial occurs outside the province, such leave shall also include reasonable travelling time, not to exceed three (3) days.
- (b) Daily pay for bereavement leave shall be calculated at the employee's regular rate of pay, provided that
- (1) One of the days granted shall be the day of the funeral;
 - (2) The employee affected shall attend the funeral unless the employee is responsible for arrangements associated with the funeral;
 - (3) All of the days for which payment is made are scheduled work days of the employee affected; and
 - (4) The employee affected is not absent because of the following reasons:
 - (i) Sick leave;
 - (ii) On compensation;
 - (iii) Disciplinary suspension;
 - (iv) Day off;
 - (v) Lay off;
 - (vi) Strike or lockout; or
 - (vii) Any other leave of absence which may have been granted by the employer except as otherwise provided for in this Agreement.

22.04 Time off for Elections: Employees shall be allowed time off with pay in accordance with the appropriate Elections Act, for the purpose of voting in any federal, provincial or municipal election or referendum.

22.05 The employer shall pay any employee who is required to serve as juror, his full pay at his regular rate of pay for his lost earnings. Treasury Board's benefit applicable to the employee for his lost earnings, shall be so directed to and for the use of the employer.

22.06 Medical Leave: Employees shall be allowed up to three (3) days paid leave per year in order to engage in personal preventive medical health and dental care. On request, employees may be required to show proof of medical or dental care. Such three (3) days shall be deducted from accumulated sick leave.

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22.07 Maternity Leave:

- (a) An employee shall notify her employer four (4) months prior to the probable delivery date or as soon as the pregnancy is confirmed, whichever is later.
- (b) Under normal circumstances, maternity leave without pay may commence six (6) weeks before the anticipated delivery date.
- (c) 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.
- (d) The employer may direct an employee who is pregnant to proceed on maternity leave at any time, where, in the opinion of the physician, the interest of the employee so requires.
- (e) Maternity leave shall not exceed seventeen (17) weeks from the date maternity leave is granted. Notwithstanding any of the above, an employee who has not taken more than two (2) months' maternity leave prior to the date of termination of her pregnancy, shall be entitled to three (3) months' maternity leave after the date of termination of pregnancy. The above shall apply unless the employee is medically unable to return to work or the Unemployment Insurance Commission extends benefits for maternity leave under new regulation.
- (f) Return to Work: An employee returning from maternity leave shall give the employer written notice of the fact at least ten (10) working days prior to returning to work with a written approval of a qualified medical practitioner. Such employee shall be placed in her previously held classification at her work location.
- (g) To ensure that an employee wants to continue their participation in the welfare benefits, including the Pension Plan, the employer will contact the employee prior to their proceeding on maternity leave and obtain a written request from the employee to that effect. If the employee selects to continue their benefit coverage the employee agrees to refund the City of Bathurst for all premiums paid on their behalf upon their return to work, or, should the employee choose not to return to work they will be liable for all benefits paid on their behalf during their maternity leave and they shall be invoiced monthly until all premiums have been recovered.
- (h) On return to work, the premium for fringe benefits may be recovered in one lump sum or double deductions for a period equal to the time on maternity leave.
- (i) Annual vacation and sick leave credits are not earned while on maternity leave.
- (j) The employee shall accumulate all seniority during the maternity leave.

22.08 Child care leave shall apply as per the Employment Standards Act.

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22.09 The employer will consider any other written request for leave of absence and may, in appropriate cases, grant leave of absence with or without pay and without loss of seniority.

22.10 Union Functions

(1) Leave of absence for union functions shall be granted without pay and without loss of seniority, subject to the following conditions:

(a) Such leave shall not be granted to more than two (2) employees at any one time;

(b) Not more than one (1) employee from the same department shall be granted such leave at any one time;

(c) Such leave shall not exceed a total of thirty (30) working days during any calendar year.

Section (b) above shall not apply in the case of employees who are normally employed in the Treasury Department.

(2) Unpaid leave for Union Business:

An employee on unpaid approved leave of absence for Union functions shall receive his regular pay and benefits covered by this collective agreement. The Union shall reimburse the Employer for all pay and benefits during the period of absence.

22.11 Prorated Leave: The Employer may grant up to five (5) prorated leave of absence to any employee requesting such leave and which shall be scheduled at a time mutually agreed to by the Employer and the employee. These prorated leaves cannot be joined to vacation time and must be taken within the current year or be paid back. This leave shall not be unreasonably withheld.

22.12 Compassionate Care Leave

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

(b) The employee shall accumulate all seniority during the leave.

(c) Benefits coverage as per Article 23.01 is continued automatically while on compassionate care leave. The Employer shall invoice the employee at the end of each month to recover the employee's share of premiums for these benefits.

(d) Annual vacation, sick leave credits and statutory holidays are not earned while on compassionate care leave.

22.13 Domestic Violence Leave

(a) The Employer shall grant the employee a leave of absence for domestic violence, intimate partner violence leave or sexual violence leave under Section 44.027 of the *Employment Standards Act* if the employee has been in the employ of the Employer for more than 90 days.

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A total of the leave of absences referred to in the Act that an employee is entitled to take, in each calendar year, shall not exceed the following:

- (1) Up to 10 days, which the employee may take intermittently or in one continuous period, and
- (2) Up to 16 weeks in one continuous period.

The first five days of this leave are paid and the balance of leave is unpaid leave.

- (b) The purpose for which the leave may be taken has to be consistent with the *Employment Standards Act*.

ARTICLE 23 - WELFARE BENEFITS

	<u>Single</u>	<u>Family</u>
23.01 Supplementary Health and Benefits Plans Employee prescription co-pay - \$3.00.	90% Employer 10% Employee	75% Employer 25% Employee

The parties agree to meet within ninety (90) days after the signing of this collective agreement for a review of the Welfare Benefits for CUPE Local 1282.

- 23.02 Long-Term Disability 100% Employee

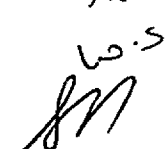
- 23.03 Life Insurance - 90% Employer 75% Employer
10% Employee 25% Employee
 (Double indemnity for an accidental death. Indemnities for dismemberment shall be as per the accidental death and dismemberment policy with the insurance carrier)
 Spouse - \$15,000
 Child - \$10,000

- 23.04 During the period of temporary layoff, the employer shall pay 100% of the premiums for the plans and benefits covered under Articles 23.01, 23.02, and 23.03.

- 23.05 (a) The Pension Plan will remain as per current Agreement, except for changes made necessary by prevailing legislation. There is 100% vesting for employees with two years continuous service. Effective January 1, 2013 the employees are required to contribute 8.5% and effective January 1, 2014 9% of their regular earnings to the City Pension Plan and the Corporation agrees to match the employee contributions.

- (b) The union and the Corporation agree that the Agreement, with respect to the Pension Plan, shall be subject to verification by the Insurer in order that the standards of interpretation and legalities are met.

- 23.06 It is understood that any changes which are required shall be fully negotiable between the union and the Corporation and that the Corporation shall not amend, modify nor terminate the Plans without the consent of the union in accordance with the Collective Agreement.

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ARTICLE 24 - WAGES

24.01 Salaries and wages for the various classifications in the bargaining unit shall be as set forth in Appendix "B", and shall form part of this Agreement.

24.02 (a) **Overtime:** All time worked beyond the regular workday or regular work week as defined in Article 17, shall be deemed to be overtime and shall be paid at time and one-half, or time off at time and one-half at a date mutually agreed upon. **A maximum of forty (40) hours may be banked each calendar year. The bank can be replenished to a maximum of forty (40) hours during the calendar year. Time not used before November 30th shall be paid out at the appropriate rate of pay in the month of December unless the employee has submitted a request in writing for time off in lieu in December and it has been approved.** All time worked on a Sunday at the request of the Employer shall be paid at double time.

(b) In the case of a temporary employee, the more senior employee of the same classification shall have the first opportunity to work overtime.

24.03 **Call-Out:** An employee called out to work, after leaving the premises of the employer, before or after the regular workday, shall be paid for a minimum of four (4) hours at the appropriate overtime rate. However, if an employee works continuously with his shift, either after normal quitting time or before normal starting time, he shall be paid at the appropriate overtime rate for such extra time and this shall not be considered as call-out.

An employee called out on a Statutory Holiday shall be paid for a minimum of four (4) hours at double time rate in addition to the holiday pay for the day as outlined in Article 19.

24.04 **Meal Allowance**

(a) A meal allowance of **twelve dollars (\$12.00)** shall be granted to an employee who has been required and who has completed at least one (1) hour of on-going, unscheduled overtime work immediately following the completion of his/her regularly scheduled shift.

(b) The provisions of this Article shall not apply

(1) in the case of prearranged or scheduled overtime;

(2) in the case where overtime work or work outside normal working hours is not compulsory;

(3) in the case where the work is not contiguous to normal quitting time;

(4) in the case where the work is not authorized.

(c) **In the case of call-outs, after four (4) hours of continuous overtime work is completed, an employee shall be entitled to the above meal reimbursement and fifteen (15) minute meal break and for every four (4) hours thereafter.**

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- (d) Meal reimbursement shall be reimbursed monthly (\$12.00 limit per meal). Employees will be required to complete appropriate forms outlining meal reimbursement claims.
- (e) In the case of the call-outs, if an employee is called to work between 4 a.m. and 8 a.m. and continues into his regular shift, he will be entitled to a meal reimbursement.

ARTICLE 25 - PAYDAYS

25.01 Employees shall receive their pay no later than normal quitting time each Thursday, for the current week, in accordance with the pay rates of this Agreement. If a holiday as defined in Article 19 falls on a Thursday, pay shall be received on the previous day. Overtime payment shall be paid following the week it is earned.

ARTICLE 26 - INJURY ON DUTY

- 26.01 All persons employed in classification in the unit shall be covered by the provisions of the Workers' Compensation Act of the Province of New Brunswick.
- 26.02 An employee injured on duty will be governed under the Worker's Compensation Act & Regulations.
- 26.03 Total temporary disability refers to the period of time during which an injured worker is unable to perform work of any kind and is actively receiving treatment for the injury suffered. It commences with the day the injury is suffered and terminates on the day on which he is certified as being capable of returning to work or on the day on which he is awarded a partial or total disability pension.
- 26.04 When an employee is off work because of an accident or occupational illness resulting from his/her employment and which is accepted as compensable by the Workplace Health and Safety Compensation Commission the Employer will supplement the WHSCC benefit to the extent permitted by WHSCC without offsetting the benefit payable by WHSCC and subject to the provision that any such supplemental payment shall not increase the employee's net take home pay above his/her regular pre-disability amount, recognizing the non-taxable status of WHSCC benefits.
- 26.05 Pending settlement of the insurable claim, and subject to the conditions of 26.04, the employee shall receive an Employer cheque in the amount of 85% of regular net salary as determined by WHSCC.

In order to receive the Employer cheque, the employee shall assign his compensation cheque, and if applicable, his Canada Pension Plan cheque to the Employer.
- 26.06 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.
- 26.07 The employer shall indicate the amount received from the Compensation Board on the employee's Income Tax (T-4) form.

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ARTICLE 27 - TEMPORARY RESPONSIBILITY

- 27.01 When an employee is required by the employer to fill a more senior position inside the bargaining unit, he shall receive the higher rate of pay for the duration of the working period.
- 27.02 **Pay on Transfer, Lower Rated Job:** When an employee is assigned to a position paying a lower rate, his/her rate shall not be reduced. If an employee is assigned to a position paying the same or lower rate and continues to perform the duties of their own position then they shall be entitled to a 10% increase for the period of time they are performing the duties of both positions for a period of one (1) day or longer, providing it has been approved by the Department Head.
- 27.03 **Equal Pay for Work of Equal Value:** Employees shall receive equal pay for work of equal value, regardless of gender.

ARTICLE 28 - TRAINING AND UPGRADING

- 28.01 When an employee is authorized and directed to attend an educational or safety training course, such employee shall receive his regular pay for that period. The employer shall also be responsible for the cost of accommodation, travelling expenses, tuition fees and to determine the course and accommodations to be taken and used. The above benefits will also apply to writing examinations.
- 28.02 **The Employer recognizes the value in ongoing professional development for enhancing skill sets in an employee's position as well as to provide the chance for its employees to meet their career objectives where possible. The Employer will develop a professional development and training program for this purpose.**

ARTICLE 29 - TRAVEL EXPENSES

- 29.01 Employees shall receive such allowances for the use of their personal vehicles and for travelling out of the City as are determined by the City Policy. Should this policy have more than one rate per item, the higher rate shall be determined to be the actual rate and shall be applied uniformly to all employees.
- 29.02 The meter reader shall be allowed \$350.00 per water meter zone to cover operating expenses and insurance premiums while operating his private vehicle. **For safety purposes, the City shall ensure that private vehicles are identifiable as performing work for the City.**
- 29.03 The employee who is required to make the bank deposits shall be provided with reasonable protection in order to ensure his/her safety.

ARTICLE 30 – RECOGNITION OF SERVICE

- 30.01 In addition to the regular rate of pay, each employee shall be paid \$280 for each seven (7) years of service, to be paid on the anniversary date of employment every year.

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ARTICLE 31 - RETIREMENT PREMIUM

- 31.01 Any employee who qualifies under the Pension Retirement Plan, shall receive a watch, and for each five (5) years of employment, one (1) week's pay. Should an employee die prior to retirement, his/her beneficiary shall receive the watch and this pay.
- 31.02 An employee having accrued sick leave to his credit, shall receive an allowance in lieu, thereof, equal to such credit converted into a paid pre-retirement vacation equivalent up to a maximum of six (6) months. An employee eligible for pre-retirement vacation may elect to have a lump sum payment equivalent to a maximum of six (6) months' salary.
- 31.03 If an employee taking early retirement wishes to continue health benefits and/or a flat rate life insurance of fifty thousand dollars (\$50,000) until age 65, the employee will be responsible to pay 100% of the cost.

ARTICLE 32 - LEGAL FEES

- 32.01 The employer and/or its agents, shall provide liability insurance as per the City insurance policy to include legal costs for any action initiated against an employee by virtue of the performance of his employment duties.

ARTICLE 33 - HEALTH AND SAFETY

- 33.01 The employer shall make reasonable provisions for the safety and health of its employees during their hours of employment.
- 33.02 Protective devices and other equipment deemed necessary to properly protect employees from injury, shall be supplied by the employer. It will be mandatory for employees to use such protective devices or equipment at all proper times. The implementation of the Code of Practice for employees working alone is also mandatory.
- 33.03 It is mutually agreed that both the employer and the union shall co-operate to the fullest possible extent towards the prevention of accidents and in the reasonable promotion of safety and health.
- 33.04 Right to Refuse:
An employee who exercises his right under the provisions of this Article, shall do so in accordance with the Occupational Health and Safety Act and Regulations.
- 33.05 Safety Committee:
 - (a) The employer and the union shall establish a joint Occupational Health and Safety Committee.

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- (b) The Committee shall consist of two (2) employees designated by the union and shall be structured in accordance with the Occupational Health & Safety Act and Regulations.
- (c) The Committee shall maintain and keep minutes of its proceedings and shall send a copy of same to members of the Committee.
- (d) Both parties agree that they will comply with the Occupational Health and Safety Act which governs matters related to such Committee.

33.06 Health and Safety Committee Pay Provisions: Representatives on the Committee or invited guests shall be protected against any loss of regular pay by reason of attendance at meetings and guaranteed that their individual relations with the department shall not be affected by action taken by them in good faith in their representative capacity.

ARTICLE 34 - UNIFORM AND CLOTHING

34.01 The employer agrees to provide the following work clothing and uniforms as needed and approved:

<u>Position</u>	<u>Description</u>
Water Meter Reader	\$500.00 (annually)
Purchasing Supervisor	Safety Footwear
Purchasing Agent	Safety Footwear
Informations Systems Analyst	Safety Footwear
IT Support Technician	Safety Footwear
Operations Analyst	Safety Footwear
Building Inspector	Safety Footwear
Planning Technician	Overshoes
Draughtsman Inspector	Coveralls, Work Gloves, Rainsuits
GIS/Junior Planner	Work Boots & Gloves
By-Law Enforcement Officer	Uniform
	Work Boots & Gloves
	Winter Jacket

ARTICLE 35 - TECHNOLOGICAL CHANGE

35.01 Transfer Arrangements: An employee who is rendered redundant or displaced from his/her job as a result of technological change or other changes, shall be given **bumping rights as described in Article 16.02 (a), (b) and (c).**

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35.02 Training Benefits: Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employee shall at the expense of the employer, be given an agreed period of time during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wages or salary rates during the training period of such employee.

35.03 Prior Notice

The employer shall notify the union in writing at least three (3) months in advance of the proposed technological change and the notice shall indicate

- (a) the nature of the change;
- (b) the date on which the change could take affect;
- (c) the number of employees who could be affected; and
- (d) the possible effects of the technological change on the employees concerned.

35.04 No New Employees: No additional employees shall be hired by the employer until employees affected by the change, or employees on layoff, have been notified of the proposed technological or other change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

ARTICLE 36 – MISCELLANEOUS

36.01 Professional Fees and Licenses: The employer shall pay professional and/or license fees for an employee who, as a condition of employment, is required to be a member of a professional association or be licensed.

36.02 Proper Accommodation shall be provided for employees to have their meals.

36.03 Bulletin Boards: The employer shall provide a union bulletin board which shall be placed in the coffee room so that all members will have access to it and upon which the union shall have the right to post notices of meetings and such notices as may be of interest to the members. All material shall be scrutinized by a member of the executive prior to posting on such bulletin board.

36.04 Letter of Reference: On termination of employment for any reason, the employer shall provide a letter of reference on request. Such letter of reference shall be given to the employee no later than the last day at work.

36.05 Present Conditions to Continue: All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this Agreement, unless modified by mutual agreement between the employer and the union.

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- 36.06 Copies of Agreement: The union and the employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the employer shall provide each employee in the bargaining unit with a copy of the Agreement within two weeks of signing.
- 36.07 Plural or Feminine Terms May Apply: Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.
- 36.08 Copies of Resolutions: Copies of all motions, resolutions and by-laws, rules and regulations adopted by the Council/Board which affect the members of this union, are to:
- (1) be forwarded to the union, and;
 - (2) be posted on all bulletin boards.
- 36.09 Access to Personal File: An employee shall have the right at any time to have access to and review and/or make copies of his/her personal file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. An employee will be entitled to receive a copy of document(s) in his/her file upon request, provided the document(s) are not for administrative purposes only.
- 36.10 Union Meetings: Upon request and provided that consent is given the Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union.
- 36.11 Work Site Access: The representative designated by the Union will be given access to work sites to meet with employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid and such meeting shall not negatively affect the operations of the Employer.

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ARTICLE 37 - COST OF LIVING ADJUSTMENT

37.01 In order to protect the living standard of the members of the bargaining unit, the employer agrees to increase the wage schedule in the Agreement by 1 cent per hour for 0.3 full points increase in the all item Consumer Price Index for Canada, all items - 1971 = 100. Triggered whenever the said index exceeds a 9% increase annually from December 31, 2011, the said cost of living to be adjusted on December 31st of each contract year.

37.02 The cost of living allowance (C.O.L.A.) will be paid weekly on regular hours of work.

37.03 The C.O.L.A. shall be incorporated in the basic hourly rate (basic yearly rate) on December 31st.

Example of Calculation:

Consumer Price Index for Canada (1971 = 100)

December, 2022 points; December, 2023 points;
 December, 2024 ___ points; December, 2025 points;
 Difference _____ points = _____%

In excess of nine percent (9%) from December 31, 2021, C.O.L.A. triggered on the basis of .01 cent per hour increase for each 0.3 full points in the C.P.I.

ARTICLE 38 - DURATION OF AGREEMENT

38.01 This Agreement constitutes the entire Agreement between the parties and shall be in effect for a term beginning on January 1, 2022 and ending on December 31, 2025, with only wages and vacation entitlement to be retroactive and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by written notice to the other party not less than sixty (60) calendar days and not more than one hundred and eighty (180) calendar days prior to the expiration date of this Agreement or any renewal thereof.

38.02 Changes in Agreement: Any changes deemed necessary in this Agreement may be made by mutual agreement at any time in writing during the existence of this Agreement.

38.03 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) Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the right to strike/lockout occurs, whichever occurs first.


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 W.S.
 J.M. KC

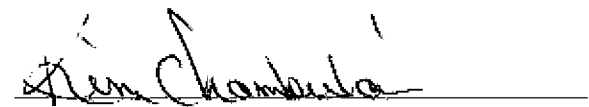
SIGNATURES

IN WITNESS WHEREOF the City of Bathurst has hereunto affixed its Corporate Seal and caused these presents to be executed by its duly authorized officers and the Canadian Union of Public Employees, Local 1282, caused these presents to be executed by its duly authorized officers this 17 day of May, 2022.

SIGNED, SEALED AND DELIVERED


THE CORPORATION OF THE CITY OF BATHURST


As to the signature of the
Corporation of the City of Bathurst

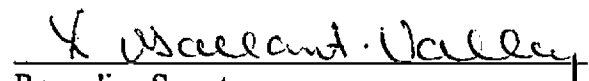

Mayor


City Clerk

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1282


As to the signature of the Canadian
Union of Public Employees, Local
Union No. 1282


President


Recording Secretary

R.C.
WS
KE/M

APPENDIX "A"

<u>CLASSIFICATIONS</u>	<u>LEVEL</u>
WATER METER READER	A
CLERICAL ASSISTANT – OPERATIONAL SERVICES	B
CLERICAL ASSISTANT – PLANNING	B
CLERICAL ASSISTANT – FIRE (PART-TIME)	B
CLERICAL ASSISTANT – RECREATION	B
FRONT DESK RECEPTIONIST	B
IT SUPPORT TECHNICIAN	B
ACCOUNTS PAYABLE CLERK	C
OPERATIONS ANALYST	C
RECREATION PROGRAMMER	C
PURCHASING AGENT	C
BY-LAW ENFORCEMENT OFFICER	C
CLERICAL ASSISTANT – POLICE	C
INFORMATIONS SYSTEMS ANALYST	D
STOCKROOM AND PURCHASING SUPERVISOR	D
UTILITIES CLERK (ACCOUNTS RECEIVABLE)	D
JUNIOR ACCOUNTANT	D
DRAFTSMAN – INSPECTOR	D
BUILDING INSPECTOR	D
PLANNING TECHNICIAN	D
POLICE OPERATIONS ANALYST	D
GIS/JUNIOR PLANNER	D

The Employer shall not eliminate any classification for which the Union is the bargaining agent in accordance with the provisions of Article 1.01 and as listed in Appendix "A" hereto.

R.C.
W.S.
SM KC

APPENDIX "B"
SALARY STRUCTURE

Grade

January 1, 2022 (1.60%)

E	36.87
D	33.88
C	30.92
B	28.22
A	25.88

January 1, 2023 (1.60%)

E	37.46
D	34.43
C	31.41
B	28.68
A	26.29

January 1, 2024 (1.60%)

E	38.06
D	34.98
C	31.91
B	29.13
A	26.71

January 1, 2025 (1.60%)

E	38.67
D	35.54
C	32.42
B	29.60
A	27.14

*R.C.
W.S.
KC*

LETTER OF INTENT

BETWEEN

C.U.P.E Local 1282 (hereafter referred to as "The Union")

AND

The City of Bathurst (hereafter referred to as "The Employer")

Whereas Both parties agreed that the Position of Operations Analyst needs to be evaluated to determine the appropriate Classification

Whereas Appendix A refers positions;

THE PARTIES AGREE TO THE FOLLOWING:

- 1) The Position of Operations Analyst will be subject to a job description review and revision;
- 2) Meet within sixty (60) days of signing the new Collective Agreement;
- 3) If the parties are unable to reach an agreement on the job description, either party may refer the matter to arbitration for determination.

IN WITNESS WHEREOF THE PARTIES HAVE HERETO SIGNED ON May 17 2022

The Canadian Union of Public Employees, Local 1282

The City of Bathurst

Roger Goulet

Kim Chabot

R. Dallant Valley

[Signature]

R.C.
WS
M Ke

LETTER OF AGREEMENT

Between the City of Bathurst and C.U.P.E. Local 1282


The Union understands the nature of the position of the "Information Systems Analyst", which includes duties which are presently assigned to management personnel. The interchange of duties for the above mentioned position requires that work may be performed by either party being union and management.

It is agreed therefore that the union shall not file a grievance under Article 1.04 of the Collective Agreement with respect to the above named position. However, it is agreed by the parties that this agreement is restricted to the duties that are related to Information Systems.

Signed on behalf of the parties at Bathurst, New Brunswick, this 17 day of May, 2022.

The Corporation of the City of Bathurst

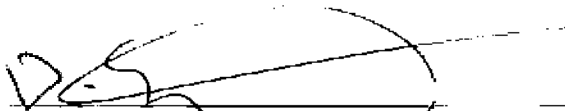
The Canadian Union of Public
Employees, Local 1282



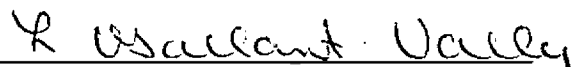
Mayor



President



City Clerk



Recording Secretary

*R.C.
W.S.
KE*

LETTER OF AGREEMENT

Between the City of Bathurst and C.U.P.E. Local 1282


AMALGAMATION/REGIONALIZATION

In the event of amalgamation or regionalization, the City of Bathurst will recognize seniority, classification, wages, and health and welfare benefits.

Signed on behalf of the parties at Bathurst, New Brunswick, this 17 day of May, 2022.

The Corporation of the City of Bathurst


The Canadian Union of Public
Employees, Local 1282




Mayor



President



City Clerk



Recording Secretary

R.C.
W.S.
M KC

LETTER OF AGREEMENT

Between the City of Bathurst and C.U.P.E. Local 1282

DUTY TO ACCOMMODATE


The parties agree that sixty (60) days after the signing of this collective agreement:

1. The employer will consult with the Union to gather their recommendations and guidelines in establishing a policy involving the Employee, the Union and the Employer when a request to accommodate is required following medical evidence.


Signed on behalf of the parties at Bathurst, New Brunswick, this 17 day of May, 2022.

The Corporation of the City of Bathurst

The Canadian Union of Public
Employees, Local 1282



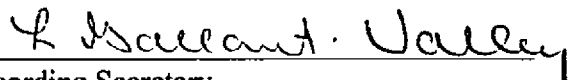
Mayor



President



City Clerk



Recording Secretary

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KC