

# COLLECTIVE AGREEMENT

BETWEEN



THE CITY OF CAMPBELLTON

AND

**CUPE** / *Canadian Union  
of Public Employees*

LOCAL 76

Effective January 1, 2021 to December 31, 2024

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**CITY OF CAMPBELLTON  
COLLECTIVE AGREEMENT  
CUPE LOCAL 76**

THIS AGREEMENT is effective the 1<sup>st</sup> day of January 2021.

**BETWEEN:** The City of Campbellton hereinafter referred to as the  
"Employer".

**AND:** Canadian Union of Public Employees, and its Local  
Union No. 76, hereinafter called  
"The Union".

**PREAMBLE**

WHEREAS it is the desire of both parties to this agreement:

- a) to maintain harmonious relations and settled conditions of employment between the Employer and the Union;
- b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, services, employment, etc.;
- c) to encourage efficiency in operations;
- d) to promote the morale, well-being and security of all the employees in the Bargaining Unit;
- e) to assure a workplace free of discrimination, harassment, and violence;
- f) to act in a fair and reasonable manner;
- g) whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

AND WHEREAS it is now desirable that methods of bargaining in all matters pertaining to the working conditions of the employees be drawn up in agreement

**NOW THEREFORE the PARTIES AGREE AS FOLLOWS:**

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## ARTICLE 1 – MANAGEMENT RIGHTS

### **1.01 Management Rights**

The Union recognizes that all the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement, as being retained by the Employer.

The Employer may direct and distribute its working forces and make and alter, from time to time, rules, schedules of work and regulations to be observed by the employees, subject to the terms of this Agreement.

The question of whether one of the above rights is limited by this agreement may be decided through the grievance procedure.

## ARTICLE 2 – RECOGNITION

### **2.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees, Local 76 as the sole and exclusive bargaining agent for all Employees in the classifications set out in *Appendix A*.

### **2.02 No Other Agreements**

No employee covered by this agreement shall be required or be permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this agreement.

### **2.03 Work of the Bargaining Unit**

Work of the bargaining unit is defined as work that is customarily done by Unionized employees.

- a) Work performed by students, volunteers at events and community activities and grant employees is not considered work of the bargaining unit.
- b) Members of the fire brigade are not covered under this collective agreement.
- c) The above restriction does not apply to the maintenance and repair of traffic control.

### **2.04 Contracting Out**

- a) The Employer shall have the right to contract out services providing permanent employees are not laid-off, nor suffer a reduction in regular working hours as a result of the Employer contracting out its services.
- b) The Employer agrees to maintain this bargaining unit's complement at a minimum of twenty-five (25) full time positions.

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- c) Should a permanent employee be displaced as a result of the Employer contracting out its services, every reasonable effort shall be made by the Employer to place the employee in another position within the City's work forces subject to *Article 21*.

**2.05 Union Representative**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

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.

**2.06 Representative of Canadian Union of Public Employees**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/ advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

**ARTICLE 3 – DEFINITIONS**

**3.01 Permanent (Regular) Employees**

A permanent employee shall be deemed to be an employee who was hired as per *Article 19* and has completed his probationary period

**3.02 Full-Time Employees**

A "full-time" employee shall be deemed to be an employee who normally works the full work week as set out in *Article 16*.

**3.03 Swing-Shift Firefighter**

- a) "Swing Shift Firefighter" is a permanent full-time classification.
- b) "Swing Shift Firefighters" shall be assigned work to replace employees on leave of absence on both a short and long-term basis.
- c) "Swing Shift Firefighters" shall be guaranteed a minimum of forty-two (42) hours per week.
- d) Swing Shift Firefighters shall be subject to all the provisions of the Collective Agreement.

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### **3.04 Casual Employees**

A casual employee shall be deemed to be an employee who performs the duties of an employee covered by this agreement. This employee would be hired without guaranteed hours to perform scheduled or unscheduled short-term work due to illness, vacation, leave, etc. or to supplement the workforce.

Casual employees will have access to all provisions of the Collective Agreement except those noted below:

- *Article 13.06 - Seniority for Work Assignments*
- *Article 16 - Hours of Work from 16.01 to 16.10 inclusively*
- *Article 17 - Overtime*
- *Article 18.02 - Superior Duties*
- *Article 21 - Layoff & Recall*
- *Article 22 - Vacation*
- *Article 23 - Statutory Holidays*
- *Article 24 - Leave other than Annual Vacation*
- *Article 25 - Welfare Benefits*
- *Article 26 - Clothing and Tool allowances (except Article 26.09)*
- *Article 27 - Training Program*
- *Article 28 - Technological and Legislative Changes*

The Employer has the sole and exclusive discretion to determine the qualification requirements for any casual position.

### **3.05 Students and Grants**

The parties agree that the Employer may hire students enrolled in a public or private school or any post-secondary program between the period of April 15<sup>th</sup> to September 15<sup>th</sup> of each year.

In addition to students hired to carry out programs and services in the community, students may act as relief for bargaining unit personnel.

Other persons on government contracts or grant programs may be hired to carry out projects and all such persons shall not be subject to the Collective Agreement and/or its rates of pay.

Hiring students or those on government contracts must not reduce the regular hours of work for permanent employees or result in layoffs or non-recall of permanent employees on the recall list as defined in *Article 21*.

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**3.06 Department**

In this Agreement, 'department' means:

- Street
- Water and Sewer
- Fleet/Stockroom
- Building Maintenance
- Parks and Recreation (excludes RV park and Restigouche River Experience Center (RREC))
- Fire
- Police (includes By-Law Enforcement Officer)

**3.07 Emergency**

Emergency means a sudden, unexpected occurrence demanding immediate action.

**3.08 Vacancy**

Occurs when a position once held by a regular permanent employee becomes vacant because of retirement, transfer to another position, terminated for just cause or an employee quits or in the opinion of the Employer there is adequate work to justify the existence of a position.

**ARTICLE 4 – CORRESPONDENCE**

**4.01 Correspondence**

All correspondence arising out of this agreement or incidental thereto shall pass to and from the Chief Administrative Officer or their designate, and the Secretary of the Union, in writing.

**4.02 Union Notification**

The Union shall be notified of all promotions, appointments, demotions, hiring, layoffs, transfers, recalls, resignations, retirements and terminations of employment of all employees covered by this agreement within ten (10) working days of the occurrence.

**4.03 Contact Information**

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail.

The list will also indicate the employee's work site and employment status (such as permanent full-time, temporary, casual), and if the employee is on a leave of absence and the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive twice per year (January and June).

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**4.04 Bulletin Board**

The Employer shall provide access to a locked bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities.

**ARTICLE 5 – RESOLUTIONS AND REPORTS**

**5.01 Resolutions and Reports**

Copies of all motions, budget cuts and restraints, resolutions and bylaws or rules and regulations adopted by the Council, which directly affect the application of the agreement, will be made available to the Union upon request.

Where possible, matters of policy affecting the conditions of employment shall be communicated by the Employer to the Union in time to afford the Union a reasonable opportunity to consider them and if deemed necessary, referring the matter to the Labour Management Committee.

The Municipality shall not enact any decree, policy, procedure, method etc. that shall conflict with the provisions of the collective agreement other than those that are a requirement of provincial or federal legislation.

**ARTICLE 6 – UNION SECURITY**

**6.01 All Employees to be Members**

All employees, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. All future employees shall, as a condition of continued employment, become and remain members in good standing of the Union within thirty (30) days of employment with the Employer.

**6.02 Check Off**

The Employer shall deduct any dues, initiation fees, or assessments levied, in accordance with the Union Constitution and Bylaws. The Union shall hold the Employer harmless from any suits or demands made by virtue of the operation of this article.

**6.03 Deductions**

Such deductions shall be forwarded to the Secretary-Treasurer of the Local Union #76 within five (5) working days of each pay period, together with a list of names and classifications from whom deductions have been made, including all additions and deletions.

**6.04 T4 Slips**

The Employer will report the yearly amount of Union dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

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**6.05 New Employees**

If the Employer organizes orientation sessions for its new employees, it will allow the Union thirty (30) minutes of these sessions to introduce the Union. The Employer will leave the room during this presentation.

The Union will provide the Employer with a copy of the documents it will use during this session. In addition, the Union shall not use its presentation to disparage the Employer.

**6.06 Meeting Rooms**

The Employer will permit the Union to conduct its meetings on the Employer's premises at no cost.

**ARTICLE 7 – DISCRIMINATION**

**7.01 No Discrimination**

The Employer and the Union agree that all employees will be protected against discrimination respecting their human rights and employment.

*The Human Rights Act of New Brunswick* currently protects against discrimination (and implicitly harassment) based on sixteen (16) grounds: age, marital status, family status, creed or religion, physical disability, mental disability, race, color, ancestry, place of origin, national origin, social condition, political belief or activity, sexual orientation, gender identity or expression, and sex (including pregnancy).

**ARTICLE 8 – LABOUR MANAGEMENT RELATIONS**

**8.01 Technical Information**

The Employer shall make available to the Union, on request, information required by the Union, such as job descriptions, wage rates, positions in the bargaining unit, job classifications, current weekly overtime list, financial and actuarial information pertaining to pension and welfare plans and other cost detail documents that are related to collective bargaining.

**ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE**

**9.01 Committee Composition**

- a) It is agreed by both parties of this Agreement that the Labour-Management Committee shall be established and continue in operation. This committee shall consist of four (4) members appointed by the Employer and four (4) members appointed by the Union.
- b) The committee will be composed of one (1) Union member from Local 76.1 and three (3) members for Local 76.

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- c) The Union will provide the Employer the list of the Union's members and their selection of chairperson.

**9.02 Function of Committee**

The Committee shall concern itself with the following general matters:

- a) Considering constructive proposals so that better relations shall exist between the Employer and the employees.
- b) Improving and extending services to the public.
- c) Reviewing suggestions from either party to this agreement, questions of working conditions and service (but not grievances concerned with service).
- d) Consider conditions causing grievances and misunderstandings.
- e) Promoting education and training.

**9.03 Attendance at Meetings**

The Department Heads involved in any matter(s) to be discussed at a meeting shall be advised twenty-four (24) hours in advance of such meeting, of the matter and shall be permitted to attend the said meeting.

**9.04 Jurisdiction of Committee**

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.

**9.05 Chairperson of Meeting**

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

**9.06 Minutes of Meeting**

Minutes of each meeting of the committee shall be prepared and signed by the joint chairpersons promptly after the close of the meeting. The parties shall receive copies of the minutes.

**ARTICLE 10 – SAFETY COMMITTEE**

**10.01 Establishment of Committee**

- a) A joint (Local 76 and Local 76.1) Health & Safety Committee shall be established as four (4) representatives of the Union and four (4) representatives of the Employer.
- b) The committee will be composed of one (1) Union member from Local 76.1 and three (3) members for Local 76.

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- c) The Union will provide the Employer the list of the Union's members and their selection of chairperson.

**10.02 Health and Safety Annual Reporting Information**

The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from *WorkSafeNB* relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as *WorkSafeNB* may decide to disclose.

**10.03 Joint Responsibility**

Both parties agree that the *New Brunswick Occupational Health and Safety Act* applies to this agreement.

- a) It is mutually agreed that both the Employer and the Union shall co-operate to the fullest possible extent towards the prevention and in the reasonable promotion of safety and health.
- b) The Union also agrees that it will encourage its members to promptly report conditions which might be dangerous to employees and the public and to do all in their power to maintain the Employer's property safe, secure, sanitary and dependable.
- c) The Employer recognizes its responsibility to ensure that employees are properly trained and instructed to work on any job or operate any piece of equipment.

A copy of the *New Brunswick Occupational Health and Safety Act* shall be posted on the occupational health and safety bulletin board (s).

**10.04 Safety Legislation and Regulations**

The Employer, the Local and the employees shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations.

**10.05 No Disciplinary Action**

The Employer shall not discharge nor discipline nor threaten to discharge nor discipline any employee by reason that the employee has sought the enforcement of the *Occupational Safety Act*, the regulations or an order or has acted in compliance with the *Occupational Safety Act*, the regulations or an order.

**10.06 Mandatory Reporting and Review**

The committee shall meet following the report of each accident or injury and shall review and report to both parties through the Safety Committee, the nature and cause of the accident or injury.

Employees must report any accident, near miss or potential accident to their immediate supervisor without delay.

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## **ARTICLE 11 – SAFETY MEASURES**

### **11.01 Accident Prevention**

The Employer shall observe all precautions and provide all safety devices or appliances that may be required for the ample protection of employees.

All employees shall cooperate with the Employer in the prevention of accidents and will, from time to time as the occasion requires, make such representations to the Employer as to the prevention of accidents as may be considered necessary.

### **11.02 First-Aid Kit and Fire Extinguisher**

A First-Aid Kit and Fire Extinguisher shall be supplied by the Employer to each mobile unit, and incoming and outgoing operators shall be responsible to see that they are replenished when unsealed.

### **11.03 Time Off for Safety Training**

Up to a maximum of two (2) Union members of the Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend seminars sponsored by the New Brunswick Industrial Safety Council (to a maximum of three (3) days per year).

Members desiring to attend seminars shall request permission of their supervisors within forty-eight (48) hours upon receipt of the circulated notice of the seminar.

The Employer will not cover travel, meals, accommodation and seminar associated costs.

### **11.04 Respectful Workplace**

- a) Violence in the workplace is any incident(s) in which an employee is threatened or a statement or behavior that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, assaulted or abused during the course of their employment that may cause physical or psychological harm. This includes threats, attempts or actual assault with or without weapons, application of force, verbal abuse and harassment.
- b) The parties recognize the right of employees to work in harassment, discrimination and violence free environment. Harassment, discrimination and violence in any form where work related activities are performed shall not be tolerated.
- c) Training on harassment, discrimination and workplace violence will be provided by the Employer to all staff and attendance shall be mandatory.
- d) Employees shall have the right to be accompanied by a person of their choice during any interview process mentioned above.
- e) The Employer will make every attempt to provide any affected employee with proper counselling and treatment services.

## **ARTICLE 12 – LIABILITY**

### **12.01 Liability**

In the event of any action being initiated against an employee by virtue of the performance of his employment duties, the Employer shall afford said employee the protection provided in the City's liability insurance.

## **ARTICLE 13 – UNION SENIORITY**

### **13.01 Seniority**

- a) Seniority is defined as the length of service with the Employer in the bargaining unit. The calculation of seniority is based on regular straight-time hours.
- b) Notwithstanding the above, an employee cannot accrue more than one year's seniority in a twelve (12) month period.
- c) Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, vacation scheduling, and layoffs/recalls, provided that the senior employee is able to meet the normal requirements of the job.
- d) Seniority shall operate on a bargaining-unit-wide basis unless otherwise specified.

### **13.02 Accumulation of Seniority**

An employee shall accumulate seniority for all regular paid hours, and for all unpaid hours as follows:

- a) Maternity-leave up to the maximum set out in the *New Brunswick Employment Standards Act*.
- b) Childcare-leave up to the maximum set out in the *New Brunswick Employment Standards Act*.
- c) The period of total temporary disability on account of an occupational accident that is recognized by *WorkSafe NB*, as compensable within the meaning of the *Workers Compensation Act of New Brunswick*.

### **13.03 Calculation of Seniority**

When an employee has successfully completed his probationary period in the assigned classification, his seniority shall date back to the date on which his employment began in the Bargaining Unit.

### **13.04 Retention of Seniority Rights**

Should the Employer merge, sell, amalgamate or combine any of its operations or functions with another Employer, the Employer agrees to make every reasonable effort to have the purchaser recognize the seniority rights of the employees.

**13.05 Loss of Seniority**

An employee on a leave of absence will not accumulate seniority while on the leave of absence nor will he or she lose seniority accumulated prior to the leave of absence. Upon return to work, his or her seniority will continue to accumulate. In essence, seniority will be frozen for the duration of the leave of absence.

An employee shall only lose his seniority in the event:

- a) He is discharged for just cause and is not reinstated.
- b) He resigns and does not rescind within twenty-four (24) hours.
- c) He is absent from work in excess of two (2) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- d) He fails to return to work within five (5) business days following a layoff and after being notified by registered mail to do so, (which notification shall be deemed to have been received on the second date of mailing) unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.
- e) He is laid off in excess of twelve (12) months.
- f) The City's superannuation regulations to apply.

**13.06 Seniority for Work Assignments**

The principal of seniority shall be applied for the assignment of work in all classifications with the exception of:

- a) The efficiency of the operation,
- b) The qualifications and abilities of employees,
- c) And the Employer's training program to upgrade employees.

**13.07 Seniority List**

The Employer shall maintain two (2) seniority lists. One for permanent employees and one for casual employees.

The lists will show the current classification and the date indicating the length of service while covered under the collective agreement. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application.

An up-to-date seniority list will be provided to the Union in January of each year.

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## **ARTICLE 14 – GRIEVANCE**

### **14.01 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 or the Union has acted unjustly, improperly, or unreasonably.

### **14.02 Discussion Before Grievance**

When either party is made aware of the circumstances that may give rise to a grievance, the parties will discuss the matter with the view of resolving the issue.

### **14.03 Grievance Procedure**

An earnest effort shall be made by both parties to settle grievances fairly and promptly in the following manner:

After *Article 14.02* has been exhausted, either party may follow this procedure to resolve the grievance.

#### **Step 1**

The Shop Steward or Chief Steward for the Union and Department Head for the Employer shall submit the grievance to the other in writing.

Within ten (10) working days they shall discuss the matter with the purpose of resolving the dispute.

The responding party shall reply in writing within five (5) working days.

#### **Step 2**

Failing satisfactory settlement within ten (10) working days after the delay under Step 1, the Chief Steward for the Union and Chief Administrative Officer for the Employer shall discuss the matter with the purpose of resolving the dispute. The responding party shall reply in writing within ten (10) working days.

#### **Step 3**

Failing satisfactory settlement being reached in Step 2, the aggrieved party may refer the dispute to Arbitration.

### **14.04 Grievance to be Initiated at Step 2**

The grievance shall be initiated at Step 2 of the grievance procedure:

- a) When a dispute involving a question of general application or interpretation of the collective agreement occurs;
- b) When the Union has a grievance;
- c) Matters concerning layoffs, discipline causing financial implications, suspension, and discharge.

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**14.05 Grievance of Safety**

An employee or group of employees who believe they are being required to work under conditions which are unsafe and/or unhealthy, failing resolution under *Article 10.05*, shall have the right to file a grievance in the second step of the grievance procedure for preferred handling in such procedure and arbitration.

**14.06 Supplementary Agreements**

Supplementary agreements pertaining to this agreement, if any, shall form part of this agreement and are subject to the grievance and arbitration procedure.

**14.07 Failure to Act Within Time Limits**

The Parties may mutually agree to extend the time limits in writing specified herein.

If the aggrieved party fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration.

**14.08 Names of Stewards**

The Union shall notify the Employer in writing of the name of each steward and the department he represents, the name of the Chief Steward, and the names of the members of the grievance committee, as such time as the Union requires.

**14.09 Permission to Leave Work**

The Employer agrees that a person designated by the Union 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.

That representative shall be entitled to leave his work during working hours in order to carry out his functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration.

Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

All time spent in performing the above shall be considered as time worked.

**14.10 Recognition of Union Stewards/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 may assist any employee, which the Steward represents, in preparing and processing his grievance in accordance with the grievance procedure.

**14.11 Technical Objections to Grievance**

No grievance shall be defeated or denied by any formal or technical objection.

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An arbitrator 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 which he deems just and equitable.

## **ARTICLE 15 – ARBITRATION**

### **15.01 Single Arbitrator**

The Employer and the Union agree that by mutual written agreement of the parties, a sole arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

### **15.02 Failure to Appoint**

If the parties fail to appoint an arbitrator within seven (7) days, the appointment shall be made by the *Minister of Labour* upon request by either party.

### **15.03 Availability of Arbitrator**

Should any of the Arbitrators be unwilling or incapable of acting or be unable to act within the time limit set out in *Article 15.02*, he shall be passed over for that grievance period.

### **15.04 Procedure**

The Arbitrator may determine his own procedure but shall give full opportunity to all parties to present evidence and make representations to him. He shall hear and determine the difference or allegation and render a decision.

### **15.05 Decisions of the Arbitrator**

The decision of the Arbitrator shall be final and binding and enforceable on all parties, but in no event shall the Arbitrator have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of any discharge or discipline grievance, by any arrangement which in his opinion he deems just and equitable.

### **15.06 Disagreement on Decision**

Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator to clarify the decision, which he shall do forthwith; and *Article 15.05* shall apply.

## **ARTICLE 16 – HOURS OF WORK**

**16.01** Subject to the right of the Employer to modify the scheduled working hours and shifts of an employee, upon notifying him on Thursday preceding the week in which the change is to take place, hours of work shall be as *Article 16* as follows:

**16.02 Street Department**

The basic workday for the employees of the Streets Department consists of eight (8) hours, plus one (1) hour of unpaid meal break.

These employees work forty (40) hours per week, with two (2) days of rest per week

Regular Hours (unless scheduled otherwise):

Monday to Friday - 8 a.m. to noon and 1 p.m. to 5 p.m.

**16.03 Police Department**

a) Police Clerks

Monday to Friday

8 a.m. to 4:30 p.m. - with ½ hour lunch period (not remunerated).

b) By-Law Enforcement Officer

The hours of work for the Bylaw Enforcement Officer classification shall be (8) hours per day, between thirty-two (32) and forty (40) hours per week with one (1) hour unpaid meal break as per work schedule.

**16.04 Fire Department**

a) Firefighters on Rotation

Firefighters on rotation shall work a cycle of two (2) 7 a.m. to 5 p.m. and two (2) 5 p.m. to 7 a.m. consecutive shifts, averaged to forty-two (42) hours per week (for payroll purposes). A week in the Fire Department will begin at 7 a.m. on Sunday and finish 7 a.m. the following Sunday.

Due to operational requirements and given two (2) weeks advance notice, firefighters on a rotational schedule may have shift changed.

b) Platoon Captain/Fire Prevention Officer

i) Platoon Captain/Fire Prevention Officer shall work between 6 a.m. to 11 p.m. (hours may vary according to operational requirements). Five (5) days per week; forty-two (42) hours per week.

ii) The schedule will be posted on Thursday every two (2) weeks.

c) Lieutenant/Training Officer

i) Lieutenant/Training Officer shall work between 6 a.m. to 11 p.m. (hours may vary according to operational requirements). Five (5) days per week; forty-two (42) hours per week.

ii) The schedule will be posted on Thursday every two (2) weeks.

iii) Lieutenant/Training Officer may be used as a replacement for rotation firefighters to allow replacement of vacation, sick time etc.

Platoon Captain and Lieutenant: one (1) hour unpaid lunch, unless Lieutenant is replacing rotation firefighters.

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d) Swing Shift Firefighters

- i) Supplement the workforce or replace vacation, sick time, etc. when required.
- ii) The schedule will be posted on Thursday every two (2) weeks.
- iii) Will receive one (1) hour unpaid lunch, unless replacing rotation firefighters.
- iv) Due to operational requirements, swing shift may have their shift changed.

**16.05 Fleet and Stockroom Department**

The basic workday for the employees of the Fleet and Stockroom Department consists of eight (8) hours, plus one (1) hour of unpaid meal break.

These employees work forty (40) hours per week, with two (2) days of rest per week.

Regular Hours (unless scheduled otherwise):

Monday to Friday - 8 a.m. to noon and 1 p.m. to 5 p.m.

**16.06 Building Maintenance Department**

a) Building Maintenance

The basic workday for the employees of the Building Maintenance Department consists of eight (8) hours, plus one (1) hour of unpaid meal break with an unpaid meal break.

These employees work forty (40) hours per week, with two (2) days of rest per week.

Regular Hours (unless scheduled otherwise):

Monday to Friday between 8 a.m. to noon and 1 p.m. to 5 p.m.

b) Janitor

The basic workday for the janitors consists of eight (8) hours, plus one (1) hour of unpaid meal break.

These employees work forty (40) hours per week, with two (2) days of rest per week.

Regular Hours (unless scheduled otherwise):

Monday to Friday between 6 a.m. and 8 p.m. as per work schedule.

**16.07 Water and Sewer Department**

The basic workday for the employees of Water & Sewer Department consists of eight (8) hours, plus one (1) hour unpaid meal break.

These employees work forty (40) hours per week, with two (2) days of rest per week.

Regular Hours (unless scheduled otherwise):

a) Water & Sewer:

Monday to Friday- 8 a.m. to noon and 1 p.m. to 5 p.m.

b) Wastewater Treatment Plant:

Monday to Friday - 8 a.m. to noon and 12:30 p.m. to 4:30 p.m.

**16.08 Recreation and Parks Department**

The basic workday for the employees of the Recreation and Parks Department consists of eight (8) hours plus one (1) hour of unpaid meal break.

These employees work forty (40) hours per week, with two (2) days of rest per week.

Regular Hours (unless scheduled otherwise):

Monday to Friday - 8 a.m. to noon and 1 p.m. to 5 p.m.

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**16.09 Shift Substitution**

Any employee may change his regular scheduled shift or day(s) off with the consent of his Department Head provided such an arrangement is made at least twenty-four (24) hours before such change, at no extra cost to the Employer.

**16.10 Other Regular Shifts**

Notwithstanding hours of works, other regular shifts may be arranged by mutual agreement between the Employer, employee and the Union in which case no overtime rates shall apply.

**16.11 Rest Periods**

Employees shall be permitted an uninterrupted rest period of fifteen (15) consecutive minutes as scheduled by the immediate supervisor, in both the first (1<sup>st</sup>) and the second (2<sup>nd</sup>) half of each shift. The fifteen (15) minute break shall include travelling time.

**16.12 Breakfast Break**

The Employer shall provide a thirty (30) minute paid breakfast break to be scheduled by the Department Head between an overtime night shift and a daytime regular shift.

**ARTICLE 17 – OVERTIME**

**17.01 Overtime Defined**

Any hours worked in excess of the hours of work as prescribed in *Article 16*, on a holiday, on an employee's regular scheduled days off, or during an employees' vacation period, shall be considered overtime.

**17.02 Pay for Overtime**

All time worked outside the scheduled workday or work week as per *Article 16* shall be paid for at time and one-half (1 ½) or time and one-half (1 ½) off or any combination of salary and time off as per banked overtime below.

**17.03 Banked Overtime**

- A maximum of eighty (80) hours and eighty-four (84) hours for Firefighters (replenishable) can be banked for time off and can only be taken at a time mutually agreed between the employee and the Employer and will not cause overtime costs to the Employer.
- Time not used prior to November 30<sup>th</sup> shall be paid at the regular rate of pay in the month of December unless the employee has submitted a request, in writing, to use time in lieu in the month of December and it has been approved.
- Requests for time off shall not be unreasonably refused.
- Overtime can be paid out upon request at the regular rate of pay.
- Swing Shift Firefighters must take overtime in pay.

**17.04 Call-In**

A minimum of three (3) hours shall be paid at overtime rates for all call-in overtime.

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When an employee is called in to perform a specific job and he completes his job within a short time (under 3 hours) and he is then assigned another job, not the original call-in, but a distinctly different and separate job, he is to be paid a separate call for each different and separate job.

**17.05 Voluntary Overtime**

- a) Overtime work shall be made available as equitably as possible on a voluntary basis.

The opportunity to work overtime shall be made available first to bargaining unit employees in the department concerned and then from a general list of employees who are qualified and willing to work overtime.

This clause is subject to the use of separate overtime rosters by the Employer. Members may add or remove their name from each respective roster.

- b) The Employer shall make overtime offers to employees as shifts become available.

Overtime offers shall include calls, no answers, refusals and periods where the employee is unavailable.

- c) Employees Exclusion from Overtime

Employees who miss some or all of a workday due to sickness are not eligible to work excess and/or overtime until they have returned to work for at least one day. Their name will not be moved down the list. It is understood that sickness under this clause does not include absence for known, pre-scheduled medical or dental appointments.

**ARTICLE 18 – ADMINISTRATION**

**18.01 Pay Day**

All employees of the Employer covered by this agreement will be paid every second Thursday.

The City intends to implement direct-deposit and electronic report of pay. The City will give sixty (60) days' notice prior to implementation.

**18.02 Superior Duties**

When an employee is requested to perform functions and duties of any person in a position superior to that occupied by him, he shall receive the rate for that classification.

On the termination of the superior function or duty, the employee's salary shall revert to his regular rate of pay.

**18.03 Lesser Duties**

When an employee is temporarily assigned to a lower paying position than their own, their rate shall not be reduced.

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**18.04 Snow Plowing Premium**

A premium of \$0.75 per hour shall be paid for any hours a qualified employee operates a plow for the purpose of opening snow-blocked streets or keeping streets open during a snowstorm.

This does not apply to plowing for the purpose of widening streets or for plowing for snow removal operations.

**18.05 License Fees**

The Employer shall pay Tradesman and Professional License Fees for an employee who, as a condition of his employment is required to be licensed, with the exception of drivers' licenses as issued by the *Motor Vehicle Branch*.

**18.06 Wage Appendix**

Wages for all employees within the classifications covered by this agreement shall be as per attached schedule to be known as *Appendix "A"* and shall form part of this agreement.

**18.07 On-Call Provision**

When an employee is advised that he is "on call", that is immediately available by telephone contact, he shall be paid straight time wages in accordance with the following:

- a) Employees may not be restricted in their ability and must be fit to immediately respond to any calls.
- b) Employees assigned to on-call responsibilities will receive pay at straight-time in accordance with the following schedule:  
  
Monday to Friday inclusive – 2 hours pay per day  
Saturday & Sunday - 4 hours per day  
Statutory Holiday – 6 hours
- c) Employees have the option to bank the straight time hours.
- d) All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with *Article 17* of this agreement.
- e) Answering the phone and providing instructions to employees over the phone is not considered "call-in" and will not qualify for overtime payment.

**18.08 Dirt Pay**

The fifty cents (\$0.50) "dirt pay" shall apply to the Waste Water Treatment Plant (WWTP) employees' hourly rate, when they are working at the Waste Water Treatment Plant (WWTP) (including related buildings and infrastructure)".

In addition to the basic wages, fifty cents (\$0.50) shall be paid to the Water Distribution and Treatment employees/Sewer Collection employees when in direct contact with live sewers for

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the purpose of repairs (sewer line break) and installation of new lines when connecting such to live sewer for the period of such work.

Dirt pay shall not apply when the employee is on time off (including but not limited to: vacation, floaters, short-term disability, long-term disability, Worker's compensation or any other leave approved by the Employer).

**18.09 Equal Pay for Equal Work**

The principle of equal pay for equal work shall apply.

**ARTICLE 19 – VACANCIES AND NEW POSITIONS**

**19.01 Job Postings**

When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall post a notice on the bulletin boards in all departments with a copy to the Union, within thirty (30) days of the vacancy as defined in *Article 3.08*.

The position shall be posted for a period of ten (10) working days.

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards.

**19.02 Information of Postings**

Job posting shall contain the following information: nature of the position, bona fide qualifications, skills, wage or salary rate or range.

**19.03 No Outside Advertising**

No outside advertising for additional employees shall be made until present employees have had a full opportunity to apply as provided in *Article 19.01*.

**19.04 Methods of Making Appointment**

In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant having the required qualifications and abilities that is able to meet the requirements of the job.

**19.05 Successful Applicant**

The successful applicant will fill the vacancy within fourteen (14) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

**19.06 Probationary Period**

- a) Newly hired employees as per *Article 19.01*, shall be considered on a probationary period basis for a period of four (4) months or six hundred and forty (640) regular hours worked, whichever is greater.

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During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, with the exception of the grievance and arbitration procedures in the case of termination of employment.

The employment of such employee may be terminated at any time during the probationary period unless the Union claims discrimination, as the basis of termination.

After completion of the probationary period, seniority shall be effective from the date the probationary period began.

- b) Casual employees shall be considered on a probationary period basis for one thousand and forty (1040) regular hours worked to be eligible on the seniority list of casual employees.

The employment of such employee may be terminated at any time during the probationary period without recourse to the grievance procedure.

**c) Firefighter Probationary Period**

Newly hired firefighters, including Lieutenant, Captain shall be considered on a probationary basis for a period of six (6) months (a minimum of 1092 hours) worked from the date of hiring.

The probationary period may be extended by mutual agreement between the parties to a maximum of one (1) year.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, with the exception of the grievance and arbitration procedures in the case of termination of employment.

**19.07 Trial Period**

The successful applicant shall be placed on trial for a period of forty (40) working days (full-time experience on the job).

Conditional on satisfactory performance, appointment to the position shall become permanent after the trial period. The trial period is not to be used for training purposes.

The trial period may be extended with mutual agreement.

In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the position, he shall be returned to his former position and salary without loss of seniority and wage or salary.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position and salary without loss of seniority and wage or salary.

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Any unsuccessful applicants for the original posting will then be considered in accordance with *Article 19*.

**19.08 New Classification**

The wages to be paid for any new classifications created within the Bargaining Unit during the life-of this agreement shall be negotiated by the parties herein. Such negotiations will start within thirty (30) calendar days of the creation of such classification. If the parties cannot reach an agreement, the matter shall be referred to binding arbitration for settlement.

**19.09 Temporary Non-Union Assignment (Secondment)**

- a) No employee shall be transferred to a position outside the Union without his consent. If an employee is transferred to a position outside of the Union, he shall retain his seniority acquired at the date of leaving the Union but will not accumulate any further seniority. Such an employee has a period of six (6) months in which to return to the Union. This period may be extended for six (6) additional months by mutual consent of the parties.
- b) Where an employee is temporarily promoted or transferred to a position outside the bargaining unit and is later returned to the bargaining unit, he shall return to his former classification and shall not suffer any loss of seniority or pay as a result of the temporary promotion or transfer.
- c) This employee shall not be permitted to exercise the customary Union exclusionary functions of management.
- d) The employee will be required to continue to pay Union dues to maintain their membership in good standing.

**19.10 Temporary Posting**

A position that may be used to create stability due to a transient period of time at a minimum of three (3) months to a maximum of twelve (12) months according to *Article 19*.

Examples of transient long-term work; sick leaves, STD, LTD, Union leave, maternity leave, unpaid leave, succession planning, etc. or any other circumstances agreed to between the parties.

In addition, the parties may by Letter of Agreement extend the duration.

All Unionized employees would have the right to apply with no change from their original employee status.

An employee filling a temporary vacancy shall not bid on any other temporary posting until the end of his temporary position.

The employee awarded the temporary position will accept the conditions of work associated with the job.

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- Working hours,
- Wage rate,
- Payment of overtime,
- Statutory holidays,
- Shift premiums.

Temporary vacancies anticipated of lesser duration shall not be posted, unless otherwise agreed between the Employer and the Union.

**19.11 Elimination of Classifications**

Existing classifications shall not be eliminated without prior agreement in writing with the Union.

**19.12 Medical Examination and Physical Fitness**

All firefighters shall be medically fit for promotions and transfers for which they are applying.

- Firefighters shall be required to undergo an annual physical and medical examination within thirty (30) days before or after their date of hire, at the expense of the City, and shall submit a copy of the examination report to the City.
- When the City has reasonable and probable grounds of suspecting that, because of a medical condition, the firefighter is a source of danger to himself, other firefighters, or company property, or that the firefighter is unfit to perform his duties, the City reserves the right to have the firefighter submit to a medical and physical examination at the City's expense.
- No firefighter shall be laid off as a result of this medical examination. If he is found not medically fit for his present employment, he will be assigned other work at the rate for the job to which he is assigned provided he meets the requirements and there is work available. If a firefighter cannot perform satisfactorily in any occupation, then he will be placed on extended sick leave according to health benefits provider specifications.

**ARTICLE 20 – DISCHARGE, SUSPENSION AND DISCIPLINE**

**20.01 Definition of Discipline**

Disciplinary action shall mean any action taken by the Employer against an employee which results in any of the following;

- Verbal
- Written warning
- Suspension with or without pay
- Demotion
- Discharge

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**20.02 Just Cause**

No employee who has completed his probationary period shall be disciplined except for just cause.

**20.03 Discipline Meetings**

When an employee is disciplined by suspension, discharge or suffers a financial penalty, the employee shall receive such discipline in the presence of either a shop steward or a member of the Local Union executive, if either is available. At that time, the employee will be advised of the reasons for such disciplinary action. The Employer shall, within seven (7) calendar days thereafter, give written particulars of such disciplinary action to the employee involved. A copy shall be given to the Local.

**20.04 Full Redress**

Where it is determined by the grievance process that an employee has been disciplined in violation of *Article 20.02*, 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 disciplined.

Any loss of regular pay, as a result of the disciplinary action, shall be paid to him at the end of the next complete pay period following his reinstatement.

**20.05 Formal Assessments**

When a formal assessment of an employee is done, the employee concerned must be given an opportunity to sign the forms to indicate that its contents have been read and understood.

The employee's signature will signify that he has read and understood the assessment and will not be evidence that he agrees or disagrees with the assessment.

Upon request, a copy of this assessment shall be given to the employee. Formal assessments are not disciplinary in nature.

**20.06 Clearing the File (Sunset Clause)**

A record of disciplinary action or adverse report shall be removed from the file of an employee after the expiration of a period of eighteen (18) months after the disciplinary action has been taken, providing no other instance of disciplinary action of a similar nature has been recorded during that period.

**20.07 Access to Personnel File**

Upon request, an employee shall be given an opportunity to read and make a copy of any document in his personal file relating to an assessment of his conduct, work performance, and warnings. The employee shall, if he so requests, be accompanied by a Local representative.

An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

**20.08 Adverse Report**

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his work or behaviour within ten (10) working days of the event of the complaint,

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with copies to the Union. This notice shall include particulars of the work performance or behaviour which led to such dissatisfaction.

The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.

The Employer agrees not to introduce as evidence in a hearing, relating to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware.

**20.09 Right to Representation**

The Employer recognizes the Unions affirmative and substantive responsibility and obligation to the right to representation of employees under the terms of a collective agreement.

The Employer shall advise the Union, where the Employer meets with employees for the purposes of gathering information, compelling an answer and where it would be foreseeable that response could result in discipline, or the severity of discipline meted or the employee's rights could be materially affected to his or her detriment by the actions of the Employer.

The intent is not that the Union is entitled to be present for all meetings.

**ARTICLE 21 – LAYOFF AND RECALL**

**21.01 Layoff Procedure**

In the event of layoff, the Employer shall lay off employees in reverse order of seniority within their classification, provided that adequate employees remain on the job who are able to meet the normal requirements of the job.

An employee who is subject to layoff shall have the right to either:

- a) Accept the layoff; or
- b) Claim the position of another employee in any department, subject to the following conditions:
  - i) That such other position is held by an employee with less seniority;
  - ii) That such employee claiming the position has the ability to perform the work without training other than orientation
  - iii) An employee who wishes to exercise his right to displace another employee with less seniority shall advise the Employer within seven (7) calendar days of the date of the notice of layoff issued by the Employer.

**21.02 Notification of Layoff**

- a) The Employer shall notify, in writing, employees who are to be laid off one (1) month before the layoff is to be effective. Failing such notice, the affected employees will be

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entitled to pay in lieu of the time by which the notice fell short of these requirements, based on his usual working schedule.

- b) Where the junior employee is bumped by another employee, the employee affected will have one (1) weeks' notice.

### **21.03 Recall Procedure**

- a) An employee shall have opportunity of recall from a layoff for an available opening, in order of seniority, provided he has the ability and qualifications as required to perform the work.
- b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- c) It is the responsibility of the employee who has been laid off, to notify the Employer of his intention to return to work within five (5) business days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within five (5) business days after having notified the Employer. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- d) Employees on layoff or notice of layoff shall be given preference for temporary postings. An employee who has been recalled to such temporary posting shall not be required to accept such recall and may instead remain on layoff.

## **ARTICLE 22 – VACATION**

### **22.01 Eligibility for Vacation**

Effective January 1st, 1996, new employees (hired after January 1st, 1996) shall earn vacation credits of one (1) day per month for each month of service until they have accumulated 24 months service and shall be granted two weeks' vacation.

- a) Employees who have been continuously in the employ of the City for a period of twenty-four (24) consecutive months shall receive three (3) weeks' vacation with full pay.
- b) All employees after sixty (60) months continuous service shall receive four (4) weeks' vacation with full pay.
- c) All employees after one hundred and eighty (180) months of continuous service shall receive five (5) weeks' vacation with full pay.
- d) All employees after two hundred and forty (240) months of continuous service shall receive six (6) weeks' vacation with full pay.

- e) All employees after three hundred (300) months of continuous service shall receive seven (7) weeks' vacation with full pay.

Employees hired after January 1<sup>st</sup>, 2014 shall earn vacation credits in the following manner:

One (1) day per month for each month of:

- a) Service until they have accumulated twelve (12) months service and shall be granted vacation with pay according to the accumulated credits.
- b) Employees who have been continuously in the employ of the City for a period of twelve (12) consecutive months shall receive two (2) weeks' vacation.
- c) Employees who have been continuously in the employ of the City for a period of sixty (60) consecutive months shall receive three (3) weeks' vacation with full pay.
- d) All employees after one hundred twenty (120) months of continuous service shall receive four (4) weeks' vacation with full pay.
- e) All employees after one hundred eighty (180) months of continuous service shall receive five (5) weeks' vacation with full pay.

#### **22.02 Vacation Scheduling**

- a. All vacation entitlements for the year must be submitted in writing to the Department Head no later than March 15<sup>th</sup> of each year.
- b. Approval of requested dates shall be subject to, firstly, the efficient operation of the department, then upon the seniority of the applicant.
- c. In any event, each employee shall be entitled to a minimum of two (2) consecutive weeks and/or two (2) complete work cycles of his earned vacation from the week before the last full week of June to the first full week of September inclusive.
- d. Vacations will not be taken in periods of less than one week. The employee can withhold up to five (5) days of vacation to be taken, subject to Employer approval, in individual days or in a block.
- e. Vacation entitlements must be taken during the current vacation year and vacations shall not be cumulative from year to year, except as mutually agreed in writing between the parties.
- f. One week's vacation period shall be understood to be seven (7) calendar days, from Sunday to Saturday.
- g. In the event of an emergency as defined by the Employer, vacation periods may be changed by mutual consent with employee and the Department Head.

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h. After March 15<sup>th</sup>, written application for time off to the Department Head shall be made on a first come first serve basis.

**22.03 Illness During Vacation**

Sick leave shall be substituted for vacation where an employee can provide a medical certificate for the day(s) he was sick, subject to the review and approval of the City Administration.

**22.04 Work on Annual Vacation**

An employee shall not be forced to work while on his annual vacation period, but should an employee agree to work when requested while on his annual vacation period, he shall be paid double time plus another vacation day for each day in which he performed any work.

**22.05 Holiday Scheduling for the Fire Department**

Christmas and New Year's vacation periods shall not be approved based on seniority for firefighters.

Choice for holidays shall alternate amongst the employees of the same rotation group. If an employee happens to be scheduled for both Christmas and New Year, that person is only entitled to book one of them, not both.

The holiday not taken would then fall to the next employees turn, as per the rotation.

If an employee is not scheduled to work Christmas and New Year during his rotation, the next closest block of shifts during these holidays would fall under the rotation at that time.

Vacation days taken in the New Year shall be taken from the New Year's vacation days.

**ARTICLE 23 – STATUTORY HOLIDAYS**

**23.01 List of Holidays**

The Employer recognizes the following as paid holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day (July 1st)
- New Brunswick Day
- Labour Day
- Truth and Reconciliation Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day

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- Boxing Day

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

### 23.02 Holiday Pay

#### Permanent Employee:

- a) A permanent employee who does not work on a public holiday pursuant to *Article 23.01* shall receive his regular day's pay (eight (8) hours) at his regular hourly rate.
- b) An employee who is required to work on a public holiday pursuant to *Article 23.01* shall receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day; AND
  - i) shall receive his regular day's pay (eight (8) hours) at his regular hourly rate for the Statutory holiday
  - ii) OR shall be granted an alternate day off (lieu day) providing that the employee schedules the substituted day no later than the employee's next time off period or at a time mutually agreed to by the employee and the Employer.

#### Permanent Employees – Fire Department:

- a) Firefighters on Rotation Shift who do not work on a public holiday shall be granted ten point five (10.5) hours for the Statutory holiday at the regular rate of pay.
- b) Firefighters on Rotation Shift and Regular Day Shift Firefighters who work on a Statutory holiday shall receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day; and shall receive his regular day's pay at his regular hourly rate for the Statutory holiday or shall be granted an alternate day off (lieu day) providing that the employee schedules the substituted day no later than the employee's next time off period or at a time mutually agreed to by the employee and the Employer.
- c) Swing Shift Firefighters will be paid for Statutory holidays and overtime worked on Statutory holidays as per schedule. Hours cannot be banked.

Time not used prior to November 30<sup>th</sup> shall be paid at the regular rate of pay in the month of December unless the employee has submitted a request, in writing, to use time in lieu in the month of December and it has been approved.

### 23.03 Qualifying for Holiday Pay

To qualify, an employee must have either worked his scheduled regular day of work or be on approved leave before and after the Statutory holiday.

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**23.04 Flex Time**

- a) All permanent employees who have been continuously employed by the City for a period of twelve (12) consecutive months shall be granted three (3) days with pay each calendar year to be taken in increments of ½ hour, ½ days, full days or in a block,
- b) Flex time may not to be taken contiguous to annual prime time vacation time,
- c) Flex time will not be paid out,
- d) Use of flex time requires twenty-four (24) hours advance notice and approval of the Department Head, In the case of emergency, the twenty-four (24)-hour notice requirement shall be waived.

**ARTICLE 24 – LEAVE OTHER THAN ANNUAL VACATION**

**24.01 Leave of Absence**

An employee desiring a leave of absence without pay, excepting to be otherwise employed, may be granted such leave insofar as the regular operation of the department will permit, providing reasonable notice is given to the Head of the Department and the Chief Administrative Officer.

**24.02 Leave for Union Function**

Upon notification to the Employer, an employee elected or appointed to represent the Local Union at Union functions such as conventions and training, other than to be employed, shall be allowed a leave of absence with pay and benefits and without loss of seniority. The request must be in writing and received at least two (2) weeks in advance.

The Local Union shall reimburse the Employer for all wages paid to an employee under this clause plus an additional fifteen point six percent (15.6%) of the wages paid.

**24.03 To be Candidate for Public Office**

The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer shall grant a leave of absence without pay and without loss of seniority, so that an employee may be a candidate in a Federal or Provincial election.

**24.04 Bereavement Leave**

- a) In the event of death of an employee's spouse (including same sex or common-law spouse and fiancée), child or parent, the employee shall be entitled to a leave of absence without loss of pay for five (5) days.
- b) In the event of death of an employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, the employee shall be entitled to a leave of absence without loss of pay for five (5) days.

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- c) In the event of death of an employee's aunt, brother-in-law, sister-in-law, uncle, former or legal guardian, niece or nephew or any other second degree relative, the employee shall be entitled to a leave of absence without loss of pay for one (1) day.
- d) Where the funeral occurs at a location in excess of one hundred and sixty (160) km, such leave shall include reasonable travelling time, the latter not to exceed one (1) day with pay. The employee shall be paid for scheduled hours during the leave, which he otherwise would have worked.
- e) The employee shall be allowed to set aside one (1) day to attend the memorial or burial service. The remainder of the days will be taken consecutively.
- f) Bereavement leave will be granted providing that the employee is not absent because of the following reasons: sick leave, on compensation, under suspension, or any other leave of absence which may have been granted, other than vacation.
- g) Bereavement leave may be substituted for vacation.

**24.05 Pallbearer Leave**

One (1) day leave at the regular wage shall be granted to an employee to attend a funeral as pallbearer.

Total leave is not to exceed one (1) day without loss of pay.

**24.06 Child Care Leave**

a) Maternity Leave

An employee shall qualify for maternity leave after completion of the probationary period. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy (See *Article 13.02* for accumulation of seniority).

b) Child Care Leave

The Employer shall, upon request grant an employee: who is the birth parent of a newborn or unborn child or who is adopting or has adopted a child, a leave of absence without pay according to the *Employment Standards Act* or shorter period as per the employee's request. When both parents are employees, both employees may share the leave. Total leave taken by both employees shall not exceed the *Employment Standards Act*. The Employer shall not dismiss, suspend or layoff an employee during childcare leave or for reasons arising from the leave alone (see *Article 13.02* for accumulation of seniority).

c) Employer Payment of Employee Benefits During Maternity Leave

During the period of maternity leave, the Employer shall continue to pay Blue Cross Benefits.

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d) Procedure Upon Return from Child Care Leave

When an employee decides to return to work after child care leave, they shall provide the Employer with at least two (2) weeks' notice.

**24.07 Jury Duty**

The Employer shall pay any employee who is required to serve as juror or witness, his full pay at his regular rate.

The employee shall turn over to the Employer payment received to serve as a juror excluding expenses.

**24.08 Time Off for Voting**

Employees shall on Provincial, Municipal or Federal Election days be allowed time for voting in accordance with the applicable laws without loss of pay.

**24.09 Birth of a Child Leave**

The employee, in loco parentis, shall be granted leave of absence, with full pay and benefits, for one (1) day, to be on the day of the birth of a child.

**24.10 Grievance and Adjudication Pay Provisions**

The grievor and one (1) Local Union representative shall not suffer any loss of pay or benefits for the time involved in grievance and adjudication procedures.

**24.11 Domestic/Intimate Partner/Sexual Violence**

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

Such request shall not be unreasonably denied.

a) An employee who has been employed by the Employer for at least ninety (90) days, and who is the victim of domestic violence as referred to in the *Employment Standards Act* is entitled to both the following periods of domestic violence leave in calendar year:

- i) Leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period,
- ii) Leave of up to sixteen (16) weeks to be taken in one (1) continuous period.

b) Domestic violence leave may be taken for one (1) or more of the following purposes:

- i) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the domestic violence,
- ii) To obtain victim services for the employee or the child of the employee from a qualified person or organization,

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- iii) To obtain psychological or other counselling from a qualified person for the employee or the child of the employee,
  - iv) To relocate temporarily or permanently,
  - v) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, intimate partner violence or sexual violence; and
  - vi) For any other purposes related to or resulting from the domestic violence, intimate partner violence or sexual violence.
- c) The first five (5) days of leave taken in a calendar year shall be paid. The remainder of any such leave (leave in excess of five (5) days in a calendar year) shall be unpaid.
  - d) Leave under this section shall be taken in full days.
  - e) When the employee advises the Employer under *subsection 44.027(2) of the Act* of his intention to take a leave of absence, the employee shall provide the Employer in writing with the purposes for which the leave is to be taken, with reference to one or more of the above specific purposes.
  - f) All documentation or other material received in relation to the employee's leave of absence under *44.027 of the Act* is confidential and shall not be disclosed unless
    - i) The employee has consented in writing,
    - ii) The disclosure is made to an officer, employee or agent of the Employer who needs the records in the performance of their duties, or
    - iii) The disclosure is authorized or required by law.
  - g) Employees' poor performance or attendance shall not be subject to discipline arising from these situations, providing he has advised the Employer as per section (e).

**ARTICLE 25 – WELFARE BENEFITS**

**25.01 Pension and Disability**

In addition to the *Canada Pension Plan*, every eligible permanent employee shall join the *City of Campbellton Employees' Superannuation Plan* and the *Disability Plan*. The Employer and the employees shall make contributions in accordance with the provisions of Bylaw No. A-6, A Bylaw Relating to *Employee's Disability Plan* and Bylaw No. A-7, A Bylaw Relating to Superannuation of Permanent Employees.

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Bylaws will be modified to bring contributions to a 50% employee - 50% Employer ratio (up to authorized legislated amount for employees). Should the authorized legislated maximum amount for employee increase or decrease (set at 9% at time of negotiations), the parties (Union and Employer) agree to apply the decrease or negotiate the increase.

**Disability Plan - Short Term**

Providing an employee has sick leave to his credit:

- a) In case of single days, an employee shall be paid for such single sick day, in accordance with Bylaw # A-6, to a maximum of two (2) days per year. A doctor's certificate will not be required in such.
- b) In case of sick days two (2) days or more, an employee shall be paid in accordance with Bylaw # A-6, for all the regular working days he is on sick leave, provided that a doctor's certificate is presented.
- c) The Employer has the right to investigate the use of 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. This requirement shall not apply to the two (2) single sick days referred to above.
- d) Sick banking standards for bridge benefits to Long Term Disability are twelve (12) days per year.

Employees meeting or exceeding the sick banking standards shall be paid an incentive bonus (10%) according to the following formula:

- i.e. 18 days banked: 1.8 days pay.
- 12 days banked: 1.2 days pay.

**a) Disability Plan - Short Term**

Providing an employee has sick leave to his credit:

Requests for sick days will require a medical certificate after two (2) days and will be paid in accordance to Bylaw # A-6.

The Employer has the right to investigate the use of sick leave and require the employee to submit, upon his return to work, satisfactory medical evidence from a qualified medical practitioner. Such proof of illness may be requested during the period of illness.

The Employer recognizes those employees who were fortunate enough to maintain the use of sick days to a minimum during the year.

Therefore, an employee who was remunerated by the Employer, without interruption, for a period of twelve (12) months (January to December) and who meets or exceeds the sick

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day banking standard of 12-18 days per year, shall be paid an attendance incentive of (10%) in December of each year according to the following formula:

i.e. 18 days banked: 1.8 days' pay.

12 days banked: 1.2 days' pay.

#### **25.02 Retirement Allowance**

The Employer shall agree to pay each permanent employee, upon retirement, one (1) month's pay for every five (5) years of service or fraction thereof, to a maximum of six (6) months pay.

The accumulation of this benefit terminates effective December 31<sup>st</sup>, 2013. Amounts accumulated up to that date will be paid out in the following manner:

- Each employee will receive 50% payment of his accumulated retirement allowance following the signing of the collective agreement.
- Each employee will receive payment of the other 50% of his accumulated retirement allowance at time of retirement.

Retirement pay shall be paid at the same rate of pay as paid for regular time in the employee's permanent classification for the employee's last working period in effect December 31<sup>st</sup>, 2013.

Such payment to be made in a lump sum upon retirement and shall not be subject to deductions for group life insurance or City pension. This benefit shall not apply when an employee resigns from the service nor if he/she is dismissed for just cause.

The employee shall have the option of taking retirement allowance either in the form of retirement leave, or through lump sum payment upon retirement. Such lump sum payment may be deferred to the year following that in which the employee retires (subject to applicable Provincial or Federal legislation).

Any employee hired on or after January 1<sup>st</sup>, 2014 will not be eligible to this retirement allowance.

#### **25.03 Group Life Insurance**

All permanent employees shall participate in a Group Life Insurance Plan which shall provide the following benefits:

- Life Insurance of three (3) times the employee's annual earnings;
- Accidental death and dismemberment;
- Dependent coverage of five thousand dollars (\$5000) for spouse and two thousand and five hundred dollars (\$2500) for each child.

The Employee shall pay one hundred percent (100%) of the costs.

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**25.04 Health Plan**

- a) The Employer shall provide Health Plan and Dental Plan and pay in full all premiums associated with such plan. Plan structure shall be or equal to Blue Cross Plan Numbers 59-000, 59-001 and 59-002.
- b) Health Plan benefits of twenty-five percent (25%) will be paid by the City to any employee qualifying for early retirement up to age of sixty-five (65).

**25.05 Shift Workers/Disability**

- a) Notwithstanding *Article 25.01*, shift workers in the Fire Department will be credited twelve (12) hours a month disability credits for a total of one hundred and forty-four (144) hours a year. All credits accumulated to December 31<sup>st</sup>, 1978 will be converted in hours instead of days for employees of said department.
- b) Notwithstanding *Article 25.01*, disability payments will be paid according to actual hours of work, not to exceed forty-two (42) hours a week. Sick leave hours and actual hours of work cannot exceed forty-two (42) hours.
- c) Notwithstanding *Article 25.01*, for purposes of calculating retirement benefits, a day will be comprised of eight point four (8.4) hours.

**ARTICLE 26 – CLOTHING AND TOOL ALLOWANCES**

**26.01 Streets, Water & Sewer and Recreation and Parks Departments**

- a) Employees shall be supplied each year, unless specified otherwise with:
  - Two (2) pairs of summer coveralls or working pants,
  - One (1) pair of winter coveralls or working pants (as determined by the Department Head),
  - One (1) rain suit (as required determined by the Department head),
  - One (1) pair of rubber boots (as determined by the Department head),
  - Rubber and/or leather gloves will be supplied as necessary. (Another pair being issued only upon the return of the original pair).
- b) Employees assigned as snow-blower "pilots" shall be supplied with a thermo suit, thermo mitts and boots, renewable at the discretion of the Department Head.
- c) Employees of the paving crew shall be supplied with:
  - Three (3) shirts,
  - Three (3) additional pairs of pants,
  - An additional boot allowance.

**26.02 Fleet and Workshop Department**

Employees of the Fleet and Workshop Department shall be supplied each year, unless specified otherwise with:

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**Fleet Coordinator and Stockroom Clerk:**

- Two (2) pairs of summer coveralls or working pants,
- One (1) pair of winter coveralls or working pants (as determined by the Department head)

**Mechanics, Mechanic Helper:**

- Three (3) pairs of summer coveralls or working pants,
- One (1) pair of winter coveralls or working pants (as determined by the Department head),
- One (1) winter jacket renewable at the discretion of the Department Head.

**26.03 Police Department**

At the discretion of the Department head, the By-law Enforcement Officer shall be supplied with the following:

- Two (2) pairs of winter trousers,
- Two (2) long sleeve shirts,
- One (1) pullover sweater,
- Two (2) pairs of summer trousers,
- Three (3) short sleeve shirts,
- One (1) cap, jacket and winter coat every five (5) years.

**26.04 Fire Department**

Employees will be supplied with the following:

a) **Station (Duty) Wear**

- One (1) ball cap
- One (1) pullover sweater
- Three (3) pairs of trousers
- Three (3) shirts
- Three (3) polo-shirts
- One (1) winter toque,
- Jacket and winter coat every five (5) years

b) **Protective Clothing**

All Firefighters will be entitled to one (1) set of protective clothing. A complete set consists of the following:

- One (1) firefighting helmet
- One (1) bunker suit
- One (1) pair of rubber firefighting boots
- One (1) firefighting protective hood
- One (1) pair of firefighting gloves or mitts

The Employer will replace protective clothing as required.

All City-supplied turnout gear shall not be marked on, defaced nor painted to change colors. Turnout gear must be returned to the City upon termination of employment.

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**26.05 Building Maintenance**

- a) Building Maintenance employees shall be supplied with the following clothing each year, unless specified otherwise:
- Two (2) pairs of summer coveralls or working pants
  - One (1) pair of winter coveralls or working pants (as determined by the Department Head)
  - One (1) rain suit (as determined by the Department Head),
  - One (1) pair of rubber boots
  - Rubber and/or leather gloves will be supplied as necessary. (Another pair being issued only upon the return of the original pair).
- b) Janitors shall be supplied with two (2) pairs of summer pants and two (2) shirts on an annual basis.

**26.06 Safety Footwear Allowance**

- Employees from Streets, Water & Sewer, Fleet workshop, Recreation & Parks, Building Maintenance and Fire Departments, and the By- Law Officer will be entitled to one hundred dollars (\$100.00) per year for safety footwear.
- The Police clerks will be entitled to eighty dollars (\$80.00) per year.

Payment shall be made on the first (1<sup>st</sup>) or second (2<sup>nd</sup>) pay period of March.

**26.07 Ordering of Clothing**

All orders of winter clothing shall be placed on or before August 31<sup>st</sup> and orders of summer clothing shall be placed on or before March 31<sup>st</sup>.

**26.08 Tool Allowance**

To upgrade tools required for the trade, the Employer shall provide the sum of:

- Four hundred dollars (\$400) per year to the mechanics
- Seventy-five dollars (\$75) per year to the mechanic helper
- Four hundred dollars (\$400) per year to building maintenance workers (trade workers)

Payment to be made in the first (1<sup>st</sup>) or second (2<sup>nd</sup>) pay period in March.

**26.09 Clothing Allowance for Casual Employees**

Clothing will be supplied to casual employees as required and at the discretion of the Department Head.

**26.10 Other Allowances**

Janitors: Five dollars (\$5.00) per day for days worked.

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## **ARTICLE 27 – TRAINING PROGRAM**

### **27.01 Training**

The Employer shall reimburse the cost of an academic or technical course approved by the Employer, subject to the following conditions:

- a) The course is work-related,
- b) The course is successfully completed,
- c) The employee remains in the employ of the City for five (5) years following training otherwise, reimburses fifty percent (50%) of the cost.

### **27.02 Certification**

Employees are required to have certificates in all the areas of competence for which a certificate is required by the law or by the Employer in order to perform the duties.

Employees shall maintain the necessary certificates and will renew them as required.

In the event that an employee fails the exam for obtaining or renewing a certificate twice in a row, he will be responsible for all costs and expenses associated with rewriting the exam to obtain the certificate or renewal.

## **ARTICLE 28 – TECHNOLOGICAL AND LEGISLATIVE CHANGES**

### **28.01 Technological Changes**

- a) 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 methods of operation, such employees shall, at the expense of the Employer, be given a period not exceeding one (1) year to perfect or acquire the skills necessary to function in the new methods of operation. There shall be no change in the salary of any such employee during the training period other than normal classification increments and there shall be no reduction in pay should the employee be reclassified to a new Classification.
- b) In any event no employee being sixty (60) years old or over and having a minimum fifteen (15) years seniority shall be laid off or displaced unless provisions are made by the Employer to fully fund any pension shortfall, in accordance with Bylaw No. A-7, that would arise as a result of them not working to full term.

### **28.02 Disabled Employees**

In the event a permanent employee covered by this agreement has given good and faithful service to the Employer and is unable, due to advancing years or temporary disablement, to perform regular duties, consideration will be given for any light work available at the rate of pay of the classification to which he may be assigned.

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**28.03 Information Related to Legislative Disclosure**

The Employer will provide information to the Union that will assist it to fulfil any legislative disclosure requirements. The information will be provided in writing within ten (10) working days of the Union requesting any such information.

**28.04 Leave with Pay for Compliance with Union Legal Disclosure Requirements**

The Employer will grant leave with pay for a member designated by the Union to complete the reports needed to comply with any federal or provincial legislation that requires disclosure of Union finances or other affairs.

**28.05 Disclosure and Leave with Pay 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 will provide:

- a) An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees in the bargaining unit: name, employment status (such as permanent full-time , temporary and casual), classification/job title, regular earnings, work schedule and total hours worked. The spreadsheet will be sent to the Union's Local Secretary-Treasurer and National Servicing Representative, within ten (10) days of each pay period,
- b) Paid Union leave and access to the workplace during working hours for the Union to meet with each employee in the bargaining unit in order to collect dues and authorizations.

**ARTICLE 29 – PICKET LINES**

**29.01 Crossing Picket Lines During Strikes**

No employee shall be disciplined for failure to cross legal picket lines where there exist reasonable apprehensions of personal injury.

No employee covered by this agreement shall be required to perform the duties of any employee engaged in a legal strike or be required to engage in any strike breaking activity.

**29.02 No Strike nor Lockout**

There will be no strikes, walkouts, work stoppages or slowdowns nor shall the Employer lock out employees during the life of this agreement.

**29.03 Negotiating Conditions**

The Employer shall provide time off with pay for five (5) members of the Union Negotiating Committee for four (4) working days, otherwise time off without pay.

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**ARTICLE 30 – TERMS OF THE AGREEMENT**

**30.01 Copies of the Agreement**

It is the desire of the Employer and the Union that each employee become familiar with the provisions of this agreement and their rights and duties under it. For this reason, the Employer shall print the agreement within **sixty (60)** days of the signing and issue a copy to each employee and Employer. The cost will be borne equally by the Employer and the Union.

**30.02 Effective Date**

This agreement shall be binding and remain in effect from January 1<sup>st</sup>, 2021 to December 31<sup>st</sup>, 2024 unless the parties mutually agree to extend the terms of the agreement.

**30.03 Continuance of the Agreement**

- a) This agreement shall continue in force and effect until December 31<sup>st</sup>, 2024 and shall continue thereafter until a new collective agreement is concluded.
- b) Both parties to this agreement shall adhere to the terms of this agreement during collective bargaining. Should negotiations extend beyond December 31<sup>st</sup>, 2024, wage increases only which may be negotiated shall be retroactive to December 31<sup>st</sup>, 2024.

**30.04 Retroactive Payment**


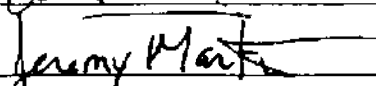
It is agreed that any retroactive payment required following the signing of the Collective Agreement will be done on a separate deposit.

**ARTICLE 31 – DRUGS, ALCOHOL AND EAP AT THE WORKPLACE**

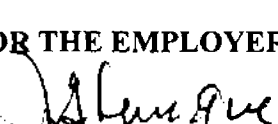
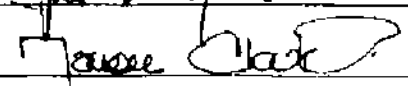
**31.01** City of Campbellton and the Canadian Union of Public Employees Local 76 agree to work together towards promoting a drug and alcohol-free work environment at the workplace as well as exploring the possibility of implementing a mutually suitable Employee Assistance Program.

IN WITNESS WHEREOF the parties have signed this 9 day of February, 2024

FOR THE UNION

  
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FOR THE EMPLOYER

  
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**Appendix A  
Wages**

**WATER & SEWER DEPARTMENT:**

	Date of signing	JAN 1/ 2021 3%	JAN 1/ 2022 3%	JAN 1/ 2023 3%	JAN 1/ 2024 3%
Working Foreman - Water	26.48	27.27	30.20	31.11	32.04
Wastewater Treatment Plant Operator III	26.86	27.67	28.50	29.35	30.23
Wastewater Treatment Plant Operator II	26.15	26.93	27.74	28.57	29.43
Wastewater Treatment Plant Operator I	25.09	25.84	26.62	27.42	28.24
Wastewater Treatment Plant Operator in Training (No certifications)	23.95	24.67	25.41	26.17	26.96
Water Treatment/Distribution IV (Four certifications)	26.86	27.67	28.50	29.35	30.23
Water Treatment/Distribution III (Three certifications)	25.80	26.57	27.37	28.19	29.04
Water Treatment/Distribution II (Two certifications)	24.74	25.48	26.25	27.03	27.85
Water Treatment/Distribution I (One certification)	23.68	24.39	25.12	25.88	26.65
Water Treatment/Distribution Maintenance Worker (No certifications)	22.93	23.62	24.33	25.06	25.81

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**STREETS DEPARTMENT:**

	Date of signing	JAN 1/ 2021 3%	JAN 1/ 2022 3%	JAN 1/ 2023 3%	JAN 1/ 2024 3%
Working Foreman - Streets	26.48	27.27	28.42	29.27	30.15
Heavy Equipment Operator II	N/A	N/A	26.30	27.09	27.90
Heavy Equipment Operator I	N/A	N/A	25.25	26.01	26.79
Maintenance Worker	22.93	23.62	24.33	25.06	25.81
Body Repairer	24.32	25.05	26.30	27.09	27.90

**FLEET AND STOCKROOM DEPARTMENT:**

	Date of signing	JAN 1/ 2021 3%	JAN 1/ 2022 3%	JAN 1/ 2023 3%	JAN 1/ 2024 3%
Lead Mechanic	28.38	29.23	30.11	31.01	31.94
Fleet Coordinator	24.14	24.86	25.61	26.38	27.17
Heavy Equipment Repairman - MVI	26.22	27.01	27.82	28.65	29.51
Heavy Equipment Repairman	25.09	25.84	26.62	27.42	28.24
Truck and Transport - MVI	N/A	25.84	26.62	27.42	28.24
Automotive Service Technician - MVI	N/A	N/A	N/A	27.42	28.24
Mechanic Helper	22.93	23.62	24.33	25.06	25.81
Stockroom Clerk	24.14	24.86	25.61	26.38	27.17

**RECREATION AND PARKS DEPARTMENT:**

	Date of signing	JAN 1/ 2021 3%	JAN 1/ 2022 3%	JAN 1/ 2023 3%	JAN 1/ 2024 3%
Maintenance Worker	22.93	23.62	24.33	25.06	25.81

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**BUILDING MAINTENANCE DEPARTMENT:**

	Date of signing	JAN 1/ 2021	JAN 1/ 2022	JAN 1/ 2023	JAN 1/ 2024
		3%	3%	3%	3%
Building Maintenance Worker/Tradesperson	N/A	N/A	25.80	26.58	27.37
Janitor	N/A	N/A	18.04	18.58	19.14

**POLICE DEPARTMENT:**

	DEC 31/ 2020	JAN 1/ 2021	JAN 1/ 2022	JAN 1/ 2023	JAN 1/ 2024
		3%	3%	3%	3%
Police Clerk	25.01	25.76	26.53	27.33	28.15
By law Enforcement Officer	23.55	24.26	24.98	25.73	26.51

**FIRE DEPARTMENT:**

	Date of signing	JAN 1/ 2021	JAN 1/ 2022	JAN 1/ 2023	JAN 1/ 2024
		3%	3%	3%	3%
Platoon Captain/Fire Prevention Officer	N/A	N/A	35.01	36.06	37.14
Lieutenant/Training Officer	N/A	N/A	33.42	34.42	35.46
Firefighter Class I	N/A	N/A	31.83	32.78	33.77
Firefighter Class II	N/A	N/A	28.64	29.50	30.39
Firefighter Class III	N/A	N/A	25.46	26.22	27.01
Firefighter Class IV Probationary FF	N/A	N/A	23.51	24.22	24.95

**OTHER:**

	Date of signing	JAN 1/ 2021	JAN 1/ 2022	JAN 1/ 2023	JAN 1/ 2024
		3%	3%	3%	3%
Casual General Labourer*	INSERT	INSERT	INSERT	INSERT	17.78- 23.00
Casual Employee Rate**	N/A	N/A	N/A	N/A	N/A

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**\*The applicable rate to be paid to a Casual General Labourer will be determined at the sole discretion of the Employer on the basis of qualifications, skills and ability, aptitude, attitude and prior performance (if applicable).**

**\*\*The Employer shall pay a Casual Employee the rate of pay for the classification for which they are working.**

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