

**COLLECTIVE  
AGREEMENT**

between



**THE CITY OF MONCTON**

and



**THE CITY HALL EMPLOYEES' ASSOCIATION /  
PUBLIC SERVICE ALLIANCE OF CANADA LOCAL 60200**

*(Effective January 1, 2017 - December 31, 2020)*

14093 (03)

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THIS AGREEMENT made as of the 18 day of April, A.D., 2018.

**BETWEEN:**

**THE CITY OF MONCTON**, a body corporate, duly and regularly incorporated under and by virtue of a special act of the legislature of the Province of New Brunswick (hereinafter called the “Employer”), **OF THE FIRST PART;**

**AND:**

**THE CITY HALL EMPLOYEES’ ASSOCIATION / PUBLIC SERVICE ALLIANCE OF CANADA LOCAL 60200**, a duly certified bargaining agent (hereinafter called the “Union”), **OF THE SECOND PART;**

**RECITALS:**

Whereas the Union is the duly certified bargaining agent for a group of employees of the Employer, having been so certified by Certification Order issued by the New Brunswick Labour Relations Board on August 30<sup>th</sup>, 1963, as amended; and

**PREAMBLE:**

Whereas the purpose of this agreement is to maintain harmonious relations and settle conditions of employment between the Employer and the Union; to recognize the mutual value of joint discussion and negotiation of all matters pertaining to working conditions; to encourage efficiency in operations and to promote the morale, well-being and security of employees in the bargaining unit represented by the Union;

**NOW THEREFORE, THIS AGREEMENT WITNESSETH** that the parties hereto, in consideration of the mutual covenants contained herein, do hereby agree each with the other as follows:

**ARTICLE 1 - DEFINITIONS**

When used herein:

- 1.01 **Act** - means the *Industrial Relations Act*, R.S.N.B. 1973, c. I-4, and amendments thereto.
- 1.02 **Collective Agreement** - means this Collective Agreement, and any mutually agreed written amendments thereto at any future time, and includes any valid memoranda or letters of understanding between the parties.
- 1.03 **Contract Term Employee** - means an Employee engaged for a limited duration by the Employer, as a result of the identification of term project work which cannot practically be performed by existing Employees. Employees who are hired as “Contract Term Employees” shall become members of the bargaining unit, however

time worked while a contract term employee shall not count towards city service should the employee become a permanent employee at a later date. Furthermore, the following articles do not apply to Contract Term Employees; 10, 13, 15, 16.05, 16.06, 16.07, 16.08, 17.05, 17.06, 17.07, 17.08, 17.09, 19, 20.01, 21.01, 21.02, 25.02, 30, and 31. Contract Term Employees who subsequently become a permanent Employee shall be allowed one week of vacation time in their first year of employment as a permanent Employee.

- 1.04 **Department** - means an administrative grouping of Employees by the Employer in accordance with Article 3.01 of this Collective Agreement.
- 1.05 **Employee** - means a person employed by the Employer within the bargaining unit on a contract or permanent basis to do skilled or unskilled manual, clerical, technical, or professional work, and for the purposes of this Collective Agreement, excludes all Temporary Employees.
- 1.06 **Employer** - means the Corporation of the City of Moncton, and where the context of this Collective Agreement so permits, shall include the City Manager and any other department head, deputy department head or management personnel of the City of Moncton.
- 1.07 **Family** - means the Spouse, mother, father, children, sister, brother, grandchildren, grandparents, mother-in-law and father-in-law daughter-in-law, son-in-law of an Employee.
- 1.08 **Grievance** - means any difference between any member of the Union, or the Union, and the Employer, arising out of the meaning, interpretation, application, administration, or alleged violation of this Collective Agreement, and includes any difference arising by virtue of the interpretation or application of any provision of any policy of the municipal council which is contrary to the provisions of this Collective Agreement.
- 1.09 **Initial Employee** - means a probationary Employee initially engaged pursuant to the provisions of Articles 11 and 12 of this Collective Agreement, in training for a maximum period of six (6) months from the initial date of employment, and who, by virtue of being in such a training period, has not achieved permanent status.
- 1.10 **Permanent Employee** - means an employee who has successfully completed a probationary period in accordance with the provisions of Article 11.01 of this Collective Agreement.
- 1.11 **Salary** - means the Employee's regular annual rate of pay as of the date of accrual of any entitlement in question, without offset or deduction of any kind.

- 1.12 **Seniority** - means the length of continuous service by an Employee in the Bargaining Unit, inclusive of service with the Employer prior to the certification of the Union, and except where otherwise stated shall be applicable on a Unit-wide basis.
- 1.13 **Spouse** - means the only person of the opposite sex considered to be an Employee's spouse or a same sex partner, either
- (a) through marriage that has not been dissolved by divorce, annulment or discontinuance of permanent cohabitation with the Employee for more than one (1) year; or
- (b) through permanent cohabitation with the Employee for more than one (1) year.
- 1.14 **Temporary Employee** - means an Employee engaged in a temporary capacity for a period not to exceed six (6) months (except when replacing full-time employees out on maternity leave or child care leave or sick leave in which case the period shall not exceed twenty-four (24) months or such other time as may be allowable under applicable legislation) and shall include seasonal and casual employees as well as students (except in the event of co-op training or employment programs in which case the cumulative period may exceed twelve (12) months). The provisions of Article 12.11 are recognized as an exception to the above rules and shall apply as written.
- 1.15 **Unit or Bargaining Unit** - means a group of Employees of the Employer, as hereinafter specified in Article 3 of this Collective Agreement, who are members of the Union.
- 1.16 **Seasonal Casual** - means a casual Employee that is performing various duties for the Engineering Department, Design & Construction Division only, during the construction season. These Employees are permitted to work the construction season with layoff to reasonably coincide with the closing of the asphalt plants working approximately a period of nine (9) to ten (10) months.

## **ARTICLE 2 - RESPONSIBILITIES**

- 2.01 The Union agrees that there shall be no unlawful strikes or ordered stoppages of work by the Union during the term of this Collective Agreement, and the Employer agrees that there shall be no lockout of Employees during the term of this Collective Agreement.
- 2.02 The Employer acknowledges that if, during the term of this Collective Agreement, legislation is enacted by the Legislature of the Province of New Brunswick or by the Government of Canada which applies to Employees covered by this Collective Agreement, and such legislation materially alters any provisions hereof, all remaining provisions shall continue to remain in effect and the Employer and the Union shall, negotiate mutually agreeable provisions to be substituted for those provisions so

altered. Notwithstanding the foregoing, where any such legislation clearly specifies and directs that greater rights or benefits than are summatively in effect under this Collective Agreement must be granted to Employees, such rights and benefits shall be deemed to form part of and be applicable under this Collective Agreement.

- 2.03 Where an employee expresses a concern for their safety in attempting to cross a picket-line on the Employer's premises, the Employer will ensure a safe access to the workplace.
- 2.04 If employees are prevented from performing their duties because of a strike or lock-out on the premises of another employer, the employees shall report the matter to the Employer, and the Employer will make every reasonable effort to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.
- 2.05 The Employer shall not assign an employee any work exclusively performed by employees of any other bargaining units at The City of Moncton who are on strike or locked out.
- 2.06 CHEA Local Executive Officers who refuse to cross a lawful picket line established by another bargaining unit at The City of Moncton who are on strike or locked out do so with the understanding that they will not be paid for any hours not worked as a result of this refusal. No disciplinary action will be taken as a result of this refusal.
- 2.07 When it appears evident that another bargaining unit at The City of Moncton will either strike or be locked out, the Employer and the Local Union Executive shall meet forthwith and shall make every reasonable effort to establish a protocol agreement for those employees in the PSAC Bargaining Unit:
  - a) whose duties and responsibilities overlap with persons in the above-noted bargaining unit(s); or,
  - b) who have concerns about crossing the picket line.

### **ARTICLE 3 - RECOGNITION**

- 3.01 The Employer recognizes the PSAC as the sole and exclusive bargaining agent for all Employees employed by the Employer generally in administrative, clerical, supervisory or technical positions which shall, without limiting the generality of the foregoing, include those Employees in the following Departments:

*Administration-Operations Center*  
*Building Inspection*  
*City Manager's Office*  
*Codiac Regional RCMP (support staff);*  
*Codiac Transpo (support staff)*  
*Economic Development and Events*  
*Engineering and Environmental Services including Public Works*  
*Finance & Administration*

*Fire*  
*Payroll*  
*Legal and Legislative Services;*  
*Parks and Leisure Services*  
*Tourism and Culture*  
*Urban Planning*

and such other Departments as may, from time to time, properly come into existence during the term of this Collective Agreement, save and except Temporary Employees and employees holding the following job classifications:

(a) Department Heads appointed by resolution of the municipal, council, of the Employer namely:

*City Manager*  
*Chief Financial Officer*  
*City Solicitor*  
*Fire Chief*  
*General Manager, Human Resources and Corporate Services*  
*General Manager, Community and Safety Services*  
*General Manager, Recreation, Culture and Events*  
*General Manager, Engineering and Environmental Services*

and:

(b) Deputy Department Heads appointed by resolution of the municipal council of the Employer;

and:

(c) other non-scheduled Employees, who are excluded from the definition of "Employee" in Section 1(1) of the Act, by virtue of their exercise of management functions or their employment in a confidential capacity in regards to labour relations matters.

3.02 It is understood and agreed by the Employer and the Union that, notwithstanding the past practice of exclusion of certain non-scheduled Employees from the Bargaining Unit, neither the Employer, the Union, nor any Employee shall be precluded at any time during the term of this Collective Agreement from initiating an application pursuant to the provisions of Section 22 of the Act, with respect to the inclusion or exclusion of specific classifications of Employees, and in the event of such application, the past practice of inclusion or exclusion shall not in any manner affect or preclude the application.

3.03 The Employer and the Union acknowledge, for the purposes of this Collective Agreement, the existence of those Departments specified in Article 3.01 hereof, and

agree that if, during the term of this Collective Agreement, the Employer proposes to abolish, or eliminate in whole or in part any Department, or to create or establish any new Departments, it will notify the Union in writing at least thirty (30) days in advance of the proposed change. Either the Union or the Employer can thereafter request a meeting of the Management and Labour Relations Committee, for the purposes of considering such a proposal and its implication, if any, to the Employees affected.

#### **ARTICLE 4 - UNION MEMBERSHIP**

4.01 All Employees within the Bargaining Unit other than Temporary Employees shall become and, or, remain members of the Union, according to its constitution or by-laws.

Initial Employees newly engaged in a permanent job classification within the Bargaining Unit shall become and remain members of the Union within twenty (20) working days from the day of initial employment.

4.02 The Employer shall deduct, from the first pay in each month of every such Employee in the Bargaining unit who is on the active payroll, monthly dues and, or, assessments determined and levied in accordance with the Union's constitution, by-laws, or amendments thereto, and remit the same to the National Office of the PSAC, provided that the Employer has been advised in writing of the names of the Employees so affected and the amount of dues and, or, assessments to be deducted and remitted.

4.03 The Employer will provide a copy of this Collective Agreement to each and every Initial Employee upon hiring. The Employer further agrees to reimburse the Union one half (½) of the actual cost of printing and distributing a copy of this Collective Agreement to every Employee within the Bargaining Unit. The Employer agrees to provide the President of the Union Local or designate and the new employee 1 hour of paid time to meet for Union orientation purposes.

4.04 No Employee within the Bargaining Unit shall, under any circumstances, be required or permitted to make any written or verbal agreement with the Employer which may conflict with the terms of this Collective Agreement, unless the permission of the Union shall first be obtained in writing.

4.05 No Employee shall be required to perform the work of any person outside the Bargaining Unit, nor shall any person outside the Bargaining Unit be entitled to perform the work of any Employee.



## **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 Subject always to the provisions of this Collective Agreement, the Employer shall have the right to exercise its function of management, including the right to organize and re-organize the workforce, to hire, lay off, discharge, classify, reclassify, transfer, promote, demote or discipline employees, and to make reasonable rules and regulations regarding the workplace. Further, and again, subject always to the provisions of this Collective Agreement, the Employer shall have the right to operate and manage its business in all respects, and without restricting the generality of the foregoing, to maintain order and efficiency, to determine the number and location of work area, the methods to be used in operations or schedules, and to exercise supervision of manpower and control of machines, equipment, tools, parts and materials, including storage, maintenance, repair and replacement of same.
- 5.02 All rights, powers and authority of the Employer, as outlined in Article 5.01 of this Collective Agreement, are retained by the Employer, except those specifically abridged or modified by this Collective Agreement or any other agreement between the Parties hereto.
- 5.03 The Employer shall exercise its rights in good faith and in a fair and reasonable manner, and shall not exercise the same to direct Employees in a discriminatory manner or in any manner which is inconsistent with the express provisions of this Collective Agreement.

## **ARTICLE 6 - NO DISCRIMINATION**

- 6.01 The Employer agrees that there shall be no discrimination, interference, intimidation, restriction or coercion exercised or practiced with respect to any Employee, any Employee representative, or the Union in the exercise by the Employer of its rights under Article 5 hereof nor in the matter of hiring, wage rates, training, upgrading, promotion, demotion, transfer, lay off, recall, discipline, classification, discharge or otherwise, whether by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sex, marital status, family relationship, mental or physical disability, or by reason of membership or activity in the Union, or any other similar reason whatsoever.
- Retaliation, including threats of retaliation, against any employee who reports, witnesses or is involved in an investigation of an incident of harassment or discrimination in the workplace as referred to in this Article is strictly forbidden and will not be tolerated.
- 6.02 Both the Employer and the Union recognize and confirm the applicability of the *Human Rights Act*, S.N.B. c. H-11, as amended, to the provisions of this Collective Agreement.

## **ARTICLE 7 - MANAGEMENT AND LABOUR RELATIONS COMMITTEE**

- 7.01 A standing Management and Labour Relations Committee shall be maintained at all times during the term of this Collective Agreement. The committee shall consist of three (3) members appointed by the Employer and three (3) members appointed by the Union. The Committee may call upon other advisors or persons, as either party may deem appropriate, however such advisors or persons shall not be considered members of the Committee. The City Manager and the President of the Union may also sit as members of the Committee.
- 7.02 The Committee may consider matters of mutual concern pertaining to improvement in general working conditions not covered by this Collective Agreement, morale and safety, the promotion of educational welfare and vocational activities, as well as any other matter referred to it by either the Union or the Employer. The Committee may also consider any matter referred to it by specific reference under the provisions of this Collective Agreement, or by request of either the Union or the Employer. However this Committee shall not deal with any grievance, with the interpretation or application of any terms of this Collective Agreement or with contemplated changes in respect of any term of this Collective Agreement which must be negotiated between the Parties
- 7.03 A meeting of the committee shall be held within seven (7) working days of any request by the Union or the Employer, at a time and place mutually agreed upon. Both the Employer and the Union agree that while the Committee may be used as a forum of meaningful consultation, its deliberations shall in no manner impede or impair any Grievance rights.
- 7.04 In the event the Committee shall consider any matter, and reach consensus thereon, then any such agreement which the Employer and the Union may achieve shall be effective only upon the written agreement of the Union.
- 7.05 In the event the Committee shall consider any matter which would not otherwise constitute a Grievance, and fail to reach consensus thereon, then by mutual written agreement of the Union and the Employer, and only by such written agreement, the matter in dispute may be referred to arbitration in accordance with Article 9.07 of this Collective Agreement.

**ARTICLE 8 - GRIEVANCE COMMITTEE**

- 8.01 The Union shall appoint a Grievance committee of not more than three (3) Union members who shall assist any aggrieved Employee in presenting his Grievance to the Employer and who shall also present any policy Grievance on behalf of the Union. One member of the Grievance committee will be appointed by the Union as Grievance committee chairperson. The President of the Union may also sit as an ex-officio member of the committee.
- 8.02 An aggrieved Employee may submit his Grievance to the Grievance committee of the Union and such employee shall have the right to discuss the merits of his Grievance with the Grievance committee, and disposes of it in accordance with the by-laws and policies of the Union.
- 8.03 If the Grievance committee deems the Grievance to be justified, it will attempt, on behalf of the aggrieved Employee, to settle the Grievance with the Employer and failing satisfactory settlement may thereafter invoke the formal grievance and arbitration procedure set out in Article 9 of this Collective Agreement.

**ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE**

- 9.01 All Grievances presented by the Grievance committee may be initiated by written submission to the appropriate Department Head of the Employer, except policy and discharge Grievances, which may be initiated by written submission directly to the City Manager or agreed designate. All grievances shall be submitted to the appropriate Management personnel within twenty-five (25) days, exclusive of Saturday, Sunday and Holidays, of the alleged violation of the Collective Agreement in order to be considered as a valid grievance.
- 9.02 Upon receipt, the Department Head shall consider the Grievance and reply in writing to the Grievance committee with his decision and the reason therefor not later than ten (10) working days after the Grievance has been submitted to the Department Head.
- 9.03 Failing satisfactory settlement, or in the event the Grievance has been initiated as a policy grievance, the Grievance committee may deliver a copy of the Grievance to the City Manager or agreed designate, who shall consider the Grievance and render a written decision to the Grievance committee within ten (10) working days after submission of the Grievance to the City Manager or his designate.
- 9.04 Failing satisfactory settlement, the Union may, after giving ten (10) working days written notice to the Employer of its intention, refer the Grievance to arbitration.

- 9.05 It is understood and agreed by the Employer and the Union that any of the foregoing Grievance procedures may be waived or altered by mutual agreement, and that neither the Grievance committee nor the Union shall be obliged to further any Grievance which in its sole and unfettered discretion the Union chooses not to proceed with.
- 9.06 When either the Union or the Employer requests that a Grievance be submitted to arbitration, the request shall be in writing and delivered to the other party. Thereafter, each party shall name an arbitrator to an arbitration board and notify the other party of the name and address of its appointee. The two (2) appointees shall then meet to select a chairman. If the recipient of the request fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a chairman, the appointment shall, upon the request of either party, be made by the Minister responsible for administration of the Act. The above actions shall happen within a reasonable timeframe as established by mutual agreement of the parties.
- 9.07 No person shall be selected as a member of the arbitration board who is acting or has, within an period of six (6) months preceding the date of his appointment, acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties, or has any pecuniary interest in the matters referred to the board.
- 9.08 The decision of the majority shall be the decision of the board. Where there is no majority decision, the decision of the chairman shall be the decision of the board. The decision of the board shall be final and binding and enforceable against the Union and the Employer. Except as permitted by any provision of this Collective Agreement, the board shall not have the power to change this Collective Agreement or to alter, modify, or amend any of its provisions.
- 9.09 Should the parties disagree as to the meaning of an arbitral award, either party may apply to the chairman of the board to reconvene the board to clarify the decision, which it shall do within seven (7) working days of such request.
- 9.10 Each party shall pay the fees and expenses of the arbitrator it appoints, and one half the fees and expenses of the chairman.
- 9.11 Nothing herein shall be construed to prevent the Employer and the Union from constituting a single member board of arbitration, providing the same is effected by mutual written agreement and further providing that such board of arbitration shall be bound by the procedures outlined in this Collective Agreement and the statutory provisions of the Act.

## **ARTICLE 10 - SENIORITY**

- 10.01 Bargaining Unit-wide Seniority shall be used in determining preference or priority for all benefits extended to Employees, except where otherwise provided in this Collective Agreement, or except where clearly established past practice and custom of the Employer and the Union may have altered the priority of Seniority. Seniority shall commence with the date upon which an Initial Employee is first engaged as such, and may only be interrupted or lost in accordance with the provisions of this Collective Agreement.
- 10.02 Whenever more than one Employee is engaged on the same day, Seniority shall be determined by the flip of a coin, performed by the Employer, in the presence of the concerned Employees and an executive member of the Union.
- 10.03 The Employer shall maintain a Seniority list showing the day upon which each Employee's service commenced. An up-to-date Seniority list shall be sent to the Union and copies thereof posted on a bulletin board in a conspicuous place at each Employee's place of employment at the request of the union once each year. The seniority list shall be available on line to Employees. Protests with respect to Seniority status may be submitted, by any Employee affected by such alleged errors, to the Union and to the Employer, as represented by the Director of Human Resources, within twenty (20) working days from the date the Seniority lists have been posted. Any error found shall be corrected forthwith and, when so corrected, the agreed upon Seniority date shall be final.
- 10.04 An Employee shall not lose Seniority rights if absent from work because of sickness, disability, accident, layoff, vacation, or leave of absence approved by the Employer, unless the accumulated period of such absence exceeds in the aggregate twenty-four (24) consecutive months. The Employer has the right, in accordance with Article 12.01, to post or abolish the vacant position after this twenty-four (24) month period has ended. Having acquired Seniority rights, an Employee will however lose the same in the event that the Employee voluntarily transfers from a position within the Bargaining Unit to another outside the Bargaining Unit and ninety (90) days have elapsed without the Employee returning to a position within the Bargaining Unit.

## **ARTICLE 11 - PERMANENCY**

- 11.01 All engagements made by the Employer of Initial Employees shall be for a six (6) month probationary period. Failing termination of the Initial Employee, the Employer shall, upon the expiration of the probationary period appoint and confirm such Initial Employee as a Permanent Employee.

11.02 Initial Employees shall be engaged at a level of the Wage Matrix deemed appropriate by the Employer through the hiring process. Employees initially engaged at a Level D will automatically move to Level E of the Matrix upon completion of their probationary period. Should the initial Employee be hired at a level beyond the "F" level consultation with the Union shall take place to advise them. Any incumbent Employees in the same position and pay group that were being paid at a lesser rate shall be increased to the level of the newly hired Employee. All Permanent Employees shall be entitled to advance, on an annual basis, on the anniversary date of such Employee's hiring as an Initial Employee, to the next applicable level to and inclusive of Level O of the Wage Matrix.

11.03 The Employer and the Union agree that in limited circumstances the Employer shall have the right to engage Contract Term Employees for special identifiable projects that last for not more than two (2) years. No Contract Term Employee shall be engaged by the Employer at a Salary greater than that payable at level F of the Wage Matrix to Permanent Employees. The Employer shall have the option to lay off a Contract Term Employee at any time during the contract. The Employer shall notify the Union when Contract Term Employees are being considered.

Contract Term Employees shall have the right to bid on positions that are covered by this Collective Agreement, however they shall be considered as union members without seniority in the job bidding process.

11.04 The Employer reserves the full right to terminate the employment of any Initial Employee for just cause upon reasonable notice within six (6) months of the date of first employment of such Initial Employee.

## **ARTICLE 12 - STAFF CHANGES**

12.01 When a vacancy occurs inside the Bargaining Unit, the Employer shall, within twenty-five (25) working days, notify the Union of their intent to either post or abolish the vacant position. If the vacancy is to be posted, the bulletin shall be placed on the City of Moncton's website for a minimum of ten (10) working days, such that all members of the Union will know about the vacancy. A request from the Employer to post both internally and externally at the same time shall not be unreasonably refused by the Union. Every vacant position bulletined shall be filled. Hard copies of bulletins shall be provided on request to any member of the bargaining unit.

- 12.02 When a new position is created inside the Bargaining Unit, the Employer shall, within fifteen (15) working days, notify the Union and post notice of such new position on the City of Moncton's website for a minimum of ten (10) working days, such that all members of the Union will know about the new position. A request from the Employer to post internally and externally at the same time shall not be unreasonably refused by the Union.  
Hard copies of the bulletins shall be provided on request to any member of the bargaining unit
- 12.03 The notice required by Articles 12.01 and 12.02 hereof shall contain information as to the nature of the position or job classification, qualifications, required knowledge and education, skills, shift, hours of work, Salary rate or range and the closing date for receipt of applications and will include notice of whether or not testing will be involved in the selection process, and shall be posted at least ten (10) working days prior to the date fixed for the closing of applications from within the Bargaining Unit. The notice will also contain any supervisory responsibilities and supervisory abilities where applicable in accordance with Article 12.05. Qualifications are not to be established in an arbitrary or discriminatory manner. All candidates will be given twenty-four (24) hours notice before being tested or interviewed.
- 12.04 Appointments from within the Bargaining Unit shall normally be made within twenty (20) working days of the date fixed for the closing of applications as aforesaid, and the duties assumed within twenty (20) working days of appointment. Reasonable requests to extend this time period shall not be unreasonably refused by the Union. No outside applicants shall be considered until the applications of Union members have first been fully and fairly assessed and processed. The Employer shall notify in writing any unsuccessful applicants from within the Bargaining Unit that their applications were not successful and why their applications were unsuccessful.
- 12.05(a) The Employer and the Union recognize the principle of promotion within the service of the Employer and that job opportunities should increase in proportion to the length of service of an Employee. For jobs of pay groups 7 or lower, and for those jobs of pay groups 8 or higher which are identified in Schedule C, when making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority, having the required qualifications.
- 12.05(b) For jobs of pay groups 8 or higher not identified in Schedule C, which require significant supervisory responsibilities, when making staff changes transfers or promotions, appointments shall be made of the applicant with the greatest supervisory ability having the required qualifications. Such required responsibilities and abilities shall not be established or assessed in an arbitrary or discriminatory manner. When the supervisory ability of two or more applicants is relatively equal, seniority shall be the deciding factor and the appointment shall be made of the applicant with the greatest seniority.

- 12.06 In the event that there are no fully qualified applicants from the Bargaining Unit for a vacant or new position, consideration shall nevertheless be given to the senior applicant who has demonstrated through work performance and standards, to the reasonable satisfaction of the Employer, an ability or potential to perform the duties of the position advertised. Consideration shall also be given to the senior applicant who does not meet the required qualifications, but is actively preparing and will likely meet the required qualifications within six (6) months of filling the vacancy or new position.
- 12.07 Any successful applicant for a vacant or new position shall be notified within five (5) working days following the decision. If such applicant is not a member of the Union, appointment shall be in accordance with Article 11. If such applicant is a member of the Union, the Employee shall have an evaluation period of thirty (30) working days and, in the event the Employee proves unsatisfactory in the position during such period, or if the Employee is unable or unwilling to perform or to continue to perform the duties thereof, then in either such event the Employee shall be returned to the former position and status held by such Employee. Any other Employee within the Bargaining Unit transferred as a result of the rearrangement of positions shall similarly be returned to the former position and status held by such Employee.
- 12.08 Any Employee promoted to a higher classification shall receive a letter classification that gives the Employee no less than a five percent (5%) increase. The letter grade assigned will be next letter grade in the higher classification that provides the employee at minimum a 5% increase.
- 12.09 Any Employee temporarily assigned to a position with a higher or lower job classification within the Bargaining Unit shall be paid at the rate within the salary group of the job classification so assigned, or at that Employee's regular salary rate, whichever is greater; and,
- i) an employee at the OCC (on any shift), or an employee temporarily assigned to the position of General Foreman-Nights, shall be paid the higher rate from the first hour of the assignment when required to perform work of a higher paid position, and the employee will continue to be paid the higher rate for all time required to be worked in the higher paid position; or,
  - ii) any other employee shall be paid the higher rate from, or retroactive to, the first hour of the assignment, when required to perform work of a higher paid position, where the length of the required assignment is greater than five (5) working days, or shifts, and the employee will continue to be paid the higher rate for all time required to be worked in the higher paid position.
- 12.10 The Employer shall not facilitate or require a temporary assignment which exceeds a cumulative period of six (6) months, except when replacing another Employee who is on maternity leave, child care leave, or sick leave, in which case the temporary assignment shall not exceed twelve (12) months, without notifying the Union. Where



it is apparent that, as a result of any absence, a position within the Bargaining Unit may remain vacant for more than the allowable cumulative period for any temporary assignment, the vacant position shall be bulletined as a temporary position and the preceding provisions of this Article 12 shall apply to the filling of the vacancy so created, unless the Union and the Employer agree otherwise in writing. Upon the return of the absent Employee, the replacing Employee shall return to their former position. The Employer has the right to hire a casual Employee to replace the replacing Employee until such time as they return to their full-time position.

12.11 The Employer acknowledges that, whenever it is feasible, temporary absences due to illness, disability, maternity leave, child care leave, or vacation, will be accommodated by re-assignment of duties amongst existing Employees and by temporary assignment of such Employees as aforesaid. The senior qualified Employee within the department where the temporary absence has occurred shall have the prior right to bid any temporary assignment so required. When, however, it is apparent that the work cannot be conveniently so performed, the Employer shall have the right to engage Temporary Employees for the allowable time period.

12.12 No Employee shall be transferred to a job function outside the Bargaining Unit without the consent of the Employee and the Union. If an Employee is transferred to a job function outside the Bargaining Unit, the Employee will, in accordance with article 10 hereof, retain his Seniority rights if such Employee returns to the Bargaining Unit, within the allowable ninety (90) day period, the Employee shall be placed in a position or job classification consistent with existing Seniority rights. If necessary, the Employee's vacated position shall be addressed in accordance with Article 12.

### **ARTICLE 13 - LAYOFF**

13.01 Both the Employer and Union recognize that job security shall increase in proportion to length of service and, in the event of permanent reduction of the work performed by members of the Bargaining Unit, Employees shall be re-assigned in accordance with their Bargaining Unit Seniority, without loss of Seniority, Salary, or other entitlements established by this Collective Agreement.

13.02 There shall be no layoff of Permanent Employees during the life of this Collective Agreement.

### **ARTICLE 14 - SUSPENSION, DISCHARGE AND DISCIPLINE**

14.01 The Employer and the Union agree that progressive discipline shall be recognized as a fundamental principle of this Collective Agreement. If the Employer initiates disciplinary action against an Employee, the procedures set forth in this Article 14 shall be followed, unless the behavior, actions or activities of the Employee which

give rise to the imposition of discipline are entirely incompatible or inconsistent with and entirely repugnant to a normal employment relationship.

- 14.02 Any Employee subject to discipline shall be verbally reprimanded and given full opportunity to correct the conduct complained of prior to a written warning being issued. Any written warning shall be copied to the Union, concurrently with delivery to the Employee, and shall specify clearly the nature of the complaint as well as the Employer's directions for remedial action.
- 14.03 No Employee, for disciplinary reasons, shall be initially suspended from employment for any period up to and including three (3) working days unless such disciplinary action has been preceded by the procedures outlined in Article 14.02 and the Employee has failed to rectify the conduct complained of or comply with the request which was the subject matter of such previous disciplinary action.
- 14.04 No Employee, for disciplinary reasons, shall be further suspended for more than three (3) working days unless such disciplinary action has been preceded by the procedures outlined in Article 14.03 and the Employee has failed to rectify the conduct complained of or comply with the request, which was the subject matter of such previous disciplinary actions.
- 14.05 No Employee shall be discharged by the Employer without just and reasonable cause and without prior compliance with the procedures set out in Articles 14.01 through 14.04 hereof. Pending the final determination of any Grievance filed by the discharged Employee, the Employer shall endeavor where possible to maintain all health, dental, group life insurance, AD&D and similar third party benefits on behalf of the Employee.
- 14.06 An Employee who has been unjustly suspended or discharged, shall be immediately reinstated to the former position or job classification without loss of Seniority and shall be compensated for all time lost in an amount equal to normal Salary during the period of suspension or discharge, or by any additional arrangement as to compensation which is just and equitable.
- 14.07 Any Employee who is subject to disciplinary action shall be accompanied at all times in the disciplinary process by at least one (1) member of the Union's Grievance committee at any meeting with the Employer regarding the same. No Employee shall be suspended or discharged, without the Employer affording prior reasonable notice of its intent, through discussion with the Employee, and an opportunity for the Employee to be heard in relation to the matters which form the basis of such intended disciplinary action.
- 14.08 An Employee shall have the right to have access to and review their personnel file, or information relative to the employment relationship, with a member of the Human Resources Department, and shall have the right to respond, in writing, to any matter contained therein. Such reply shall become and form part of such Employee's

permanent record and be therein retained. If such record contains a recording of a disciplinary sanction and there is no recurrence of similar conduct warranting disciplinary action during the next eighteen (18) month period since the documented disciplinary action, the Employee shall have such disciplinary reference and recording thereof forever removed from any employment record.

## **ARTICLE 15 - JOB CLASSIFICATION AND JOB SECURITY**

- 15.01 The Employer and the Union recognize that existing job descriptions may not presently or in the future accurately reflect actual functions performed by certain Employees. The Employer agrees to draw up and maintain job descriptions for all positions or job classifications within the Bargaining Unit. These job descriptions and proposed significant changes thereto shall be presented to the Union for review, retained on file and, upon the request of either the Union or the Employer, shall be considered by the Management and Labour Relations Committee.
- 15.02 The Employer shall prepare a new job description whenever a new position is created, or whenever the duties of a position or job classification significantly change. The rate of pay for the new job description shall be scheduled by using the currently employed job evaluation process or any other which the Union and the Employer may agree in writing to utilize, to determine the pay group in accordance with Schedule "A" of this Collective Agreement. Any new position created must be posted in accordance with Article 12 hereof, however the re-evaluation of existing positions are not required to be posted unless the changes to the position are such that more than fifty (50) percent of the position duties are changed.
- 15.03 When the duties of any job classification are changed or the Union and, or, an Employee feels that the functions of the position are unfairly or incorrectly classified, or when a job classification is created or established, all working conditions shall be subject to negotiation between the Employer and the Union. The updated job description or new job description shall be submitted to the Job Evaluation Committee to determine the pay level for the position. Employees who wish to have their positions re-evaluated must follow the process outlined on the Corporate Policy attached to the back of the Collective Agreement. *(note: This Policy is not to be considered part of this Collective Agreement)*
- 15.04 It is understood between the parties to this Collective Agreement that related duties to an approved job description may be required by the Employer, but in no event shall the Employer require an Employee to perform job functions not related to such job description, save and except in cases of emergency affecting essential services, at which time the Employer will endeavor to ensure that such duties are substantially related to the Employee's job description.
- 15.05 Existing positions or job classifications, and the work performed by Permanent Employees within the Bargaining Unit, shall not be eliminated or contracted out

where this may cause any Permanent Employee to eventually be laid off as a result. It is the expressed intent of the Employer that no work performed by its Permanent Employees shall be contracted out (including by definition that it shall not be transferred, leased, assigned or conveyed in any manner, in whole or in part, to any other non-unit Employee, plant, person, company or otherwise) without the prior consent of the Union, if the result of such contracting out might eventually cause any Permanent Employee to be laid off.

15.06 No Permanent Employee shall be subject to mandatory skill testing or evaluation with respect to any incumbent position then held by such Employee, without the prior written consent of the Union, however the Employer retains the right to conduct annual performance evaluations.

15.07 Any employee may be transferred to another section or department provided that the Employer and Union will work together with the employee(s) who could be affected regarding potential opportunities to transfer to another section or department where the hours of work shall remain the same and the duties of the position are directly related to the Employee's current job function. Upon successful transfer a new updated job description will be created as outlined in Article 15. In such cases should new job description be rated at a lower level the employee shall be salary protected with no loss of income as long as they remain in the position. Should the new job description be rated at the same level or at a higher level the employee shall be paid at the appropriate rate of pay in accordance with the Wage Matrix. Should the employer arbitrarily decide to transfer an employee, that decision shall be grievable under the terms of this collective agreement.

## **ARTICLE 16 - LEAVE OF ABSENCE**

16.01 In the event of a death in the Family of any Employee, bereavement leave with pay shall be granted for up to five (5) working days at the time the bereavement occurs. An additional two (2) working days traveling time may also be granted where deemed appropriate.

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

Employees shall be allowed to carry over one of their allotted bereavement days for use when the internment of any relative covered by Article 16.01 or 16.02 is to be at a later date.

16.03 (a) In the event of death of any member or former member of the Bargaining Unit, the president of the Union or his or her appointee may be granted up to a maximum of one (1) working day leave with pay.

(b) Up to one-half ( $\frac{1}{2}$ ) working day leave may be granted without loss of salary, to any Employee to attend a funeral as a pallbearer, mourner or in any official capacity. Such request shall be made to the employee's supervisor. For clarity, a mourner is a person who attends a funeral as a relative or friend of the deceased.

16.04 The Employer recognizes the right of any Employee to participate in public affairs. Upon written request, the Employer shall allow a leave of absence so that the Employee may, subject to prevailing legislation, be a candidate in a federal, provincial or municipal election.

16.05 Leave of absence with pay shall be granted by the Employer upon request to any two (2) members of the Union to represent the Union at not more than two (2) conventions or seminars in any year. Any Employee who holds a full-time position with the Union or anybody with whom the Union is affiliated, shall be granted an unpaid leave of absence without loss of seniority for a period of one (1) year. The renewal of such leave shall be reviewed by the Employer each year, on request, during his term of office.

16.06 Maternity and Paternity Leave shall be granted in accordance with applicable federal/provincial legislation to any Employee in the Bargaining Unit who is pregnant and requests such leave. The Employer shall not deny such Employee the right to continue employment during the period of pregnancy. Not later than the twentieth (20<sup>th</sup>) week of her pregnancy, such Employee must inform the Employer of the anticipated delivery date. Where an Employee submits a medical certificate from a physician to the Employer stating that her health so requires, maternity leave shall commence earlier than six (6) weeks before the anticipated delivery date in accordance with the physician's advice. Maternity leave shall not terminate earlier than six (6) weeks following delivery. The Employer shall be obligated to hold the Employee's position available for her return for a period of up to twelve (12) months.

Any Employee returning from maternity leave shall give the Employer notice of the fact at least ten (10) working days prior to her return to work. Such Employee shall be placed in her previously held position or job classification within the Bargaining Unit upon her return. The Employer is under no obligation to supply part-time work for Employees who are off work on maternity leave. The Employer will top up E.I. Maternity benefits to a level equal to eighty percent (80%) of the Employee's regular gross salary, not including overtime, for a period of up to seventeen (17) weeks.

- 16.07 The Employer shall, upon request, grant to an Employee who is the natural parent of a new born or unborn child, or who is adopting or has adopted a child, a child care leave of absence without pay of up to thirty-seven (37) consecutive weeks to enable the Employee to care for the child. The Employee must provide the Employer with a physician's certificate specifying the probable date of delivery or the date upon which the birth occurred. When possible, an adoptive parent shall provide the Employer with proof that an adopted child has been, or will be, placed with the Employee four (4) weeks prior to the commencement date of the leave. The Employer will top up E.I. Paternity benefits to a level equal to eighty percent (80%) of the Employee's regular gross salary, not including overtime, for a period of up to eight (8) weeks.
- 16.08 Any Permanent Employee may be entitled to a leave of absence without pay and, subject to Article 10.04, without loss of seniority, when the Employee requests such a leave for good and sufficient cause provided, however, that such request is made in writing and is approved by the Employer, which approval shall not be unreasonably withheld.
- 16.09 In the event that an Employee within the Bargaining Unit is requested or required by the Employer to upgrade job qualifications or to improve those qualifications for a particular position or classification within the Bargaining Unit, or is personally desirous of so doing, the Employee may be granted a paid leave of absence pursuant to Article 16 hereof for such educational training or betterment. Where an Employee has been so requested or required by the Employer to take such leave of absence, there shall be no financial contribution to the cost of such training course by the Employee and the Employee shall be paid at the prevailing rate of pay for time spent in such training.
- 16.10 Where an Employee requests a leave of absence pursuant to Article 16 hereof to upgrade or improve job qualifications, the Employee shall submit a formal request, in writing, outlining the nature of the course, how it relates to the job function, the location of the course or training, and the associated cost of same. Where such a leave of absence is granted by the Employer with or without pay, the associated costs shall be shared on a fifty/fifty (50/50) basis, with the Employee's portion being reimbursed to the Employee upon the successful completion of the course or training. Where an Employee undertakes to improve job qualifications through an educational programme not requiring a leave of absence and incurs tuition fees related thereto, the Employer agrees to reimburse the Employee for the cost of same, provided a request in writing has first been submitted to and approved by the Employer.
- 16.11 It is understood that if or when second language proficiency is deemed to be an essential qualification for any position or classification within the Bargaining Unit, the Employer shall be obliged to provide the affected Employee with the necessary second language training and shall grant such paid leave or leaves of absence as may be required for the purpose, and as may be agreed to by the affected Employee, the Employer and the Union. In the event of any dispute as to whether second language

training is or is not an essential qualification, or in the event of any disagreement over the implementation or effect of any of the provisions of this article, either the Union or the Employer may submit the dispute to arbitration in accordance with the provisions of Article 9.07 hereof.

#### Compassionate Care Leave

16.12 Subject to the provisions of the *New Brunswick Employment Standards Act* an employer shall, upon the request of an employee, grant the employee a leave of absence without pay from employment of up to eight (8) weeks, which may be broken up and taken in periods of no less than one (1) week duration, to provide care or support to a person with whom the employee has a close family relationship, if a qualified medical practitioner issues a certificate stating that the person with whom the employee has a close family relationship has a serious medical condition with a significant risk of death within twenty-six (26) weeks from

- (i) the day the certificate is issued, or
- (ii) if the leave commenced before the certificate was issued, the day the leave actually commenced.

The employer shall advise employees taking such leave that they may be entitled to benefits under the Government of Canada EI Program and shall provide the website link for the employees' information and use.

#### **ARTICLE 17 - SICK LEAVE, SHORT & LONG TERM DISABILITY**

17.01 Every Employee shall be eligible to accumulate sick leave credits at the rate of one and one-half (1½) working days per month for each calendar month of service, beginning the month the Employee is initially appointed, regardless of the day of the month such an appointment takes place. In special circumstances, such as integrated back to work agreements, where Employees work less than full time hours, sick leave credits will be accumulated on a pro-rate basis. Employees working a compressed work week with the Codiac Regional RCMP shall have sick leave calculated in hours.

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

- (a) Days on which the Employee is on sick leave pursuant to the terms of this Collective Agreement;
- (b) Days on which the Employee is on an approved paid leave of absence pursuant to the terms of this Collective Agreement;
- (c) Days on which the Employee is on vacation;
- (d) Days on which the Employee is on workers compensation benefits; and
- (e) Days on which the Employee is absent from work on approved leave for official Union business.

- 17.03 When an Employee is unable to work because of an accident or occupational illness resulting from his employment, and which is compensable by workers' compensation benefits, the Employer will supplement workers' compensation benefits up to the extent permitted without offsetting the workers' compensation benefits payable at one hundred percent (100%) of the Employee's regular net salary not including overtime, subject to the provision that any such supplemental payment shall not increase the Employee's net take home pay above his regular pre-disability amount, recognizing the non-taxable status of such benefits. All regular employment benefits, except Salary, will, to the extent possible, be maintained for the Employee by the Employer during the time that the Employee is in receipt of workers' compensation benefits for a maximum period of two (2) years, however the Employee must sign an application for a waiver of premium payments under the existing long term disability plan.
- 17.04 The Employer and the Union agree, during the term of this Collective Agreement, to maintain a short term disability bank for the purpose of partially replacing the income of any Permanent Employee who is absent from work due to accident or illness. The Employer accepts responsibility for initially funding the short term disability bank with a sum of thirty thousand dollars (\$30,000.00), and in consideration thereof, the Union agrees, for the term of this Collective Agreement, to assign to the Employer the Employees' share of any employment insurance premium rebates provided to the Employer by the Government of Canada. Should such initial funding prove to be insufficient, the Employer agrees to make up the deficiency on an ongoing basis during the term of this Collective Agreement. The Union agrees to take part in the employment insurance reduction plan, if it continues to be available.
- 17.05 Application for an allotment from the short term disability bank may be made no more than once in any twelve (12) month period by a Permanent Employee who has more than one (1) year of continuous service, and who has exhausted all personal sick leave and vacation credits, as well as all sick leave benefits available through employment insurance. An eligible Employee may be granted sick leave from the short term disability bank upon production of a medical certificate, reasonably acceptable to, and upon approval of the application by, a committee consisting of an equal number of appointees representing each of the Employer and the Union.
- 17.06 Allotment of sick leave from the short term disability bank shall be at a rate equal to two-thirds (2/3) of the Employee's regular earnings from employment for a maximum of twenty-five (25) days. In the event the Employee applies for long term disability benefits, then allotment of sick leave from the short term disability bank shall be in effect only until such time as the Employee becomes eligible to receive long term disability benefits pursuant to the long term disability plan then in effect, or until forty (40) working days have elapsed, whichever period is shorter.
- 17.07 No allotment of sick leave may be made from the short term disability bank while an Employee is receiving any other benefits pursuant to any other loss of wage plan(s) in



effect, whether private or Employee sponsored. All or any portion of the Employee's Salary, for the time period during which benefits were paid from the short term disability bank, which is subsequently reimbursed to the Employee by private insurance or court settlement or any other means, shall be repaid by the Employee to the short term disability bank.

17.08 The existing long term disability plan for members of the Union, shall remain in effect unless altered by mutual agreement of the Employer and the Union. The Employer agrees to pay seventy percent (70%) of the premium costs of such long-term disability plan during the life of this Collective Agreement.

Employees hired after January 1, 1980 who are eligible for long term disability benefits cannot receive sick leave benefits beyond the date the Employee becomes eligible for LTD.

Employees hired prior to January 1, 1980, who have three hundred (300) sick days in their personal sick bank, may use sick leave benefits beyond their eligibility date for LTD benefits, for a period of up to six (6) months, for a total of twelve (12) months of sick leave, on a one-time basis only.

17.09 Employees receiving long term disability benefits shall be eligible to maintain, during their period of absence, all Seniority, classification, and other rights and entitlements afforded by this Collective Agreement, except as limited by Article 10.04 and excluding vacation, sick leave accrual, service pay, vehicle allowance and Salary.

## **ARTICLE 18 - HOLIDAYS**

18.01 All Employees in the Bargaining Unit are to have the following holidays off without loss of pay:

*New Year's Day*

*Family Day*

*Good Friday*

*Easter Monday*

*Victoria Day*

*Canada Day*

*New Brunswick Day*

*Labour Day*

*Thanksgiving Day*

*Remembrance Day*

*Christmas Day*

*Boxing Day*

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

- 18.02 Should any of the above holidays fall on an employee's scheduled days of rest the following regular working day or days shall be considered the holiday; if Employees are required to work that day or days, they shall receive overtime in accordance with the provisions of Article 25 of this Collective Agreement.
- 18.03 When any of the above-noted holidays fall on an Employee's scheduled day off, the Employee shall receive another day off with pay at a time mutually agreed upon.
- 18.04 Every Permanent Employee shall also receive two (2) floating holidays to be taken during the year at any time mutually agreed upon between the Employee and the applicable Department Head. In event that the entitled Employee does not receive any floating holidays, or any annual accumulation of such floating holidays, the same may at the Employee's option be accrued and added to the next annual vacation entitlement of such Employee.

#### **ARTICLE 19 - VACATIONS**

- 19.01 Every Employee within the Bargaining Unit shall be entitled to the following vacation with pay each year at a time or times approved by the Employee's Department Head or immediate supervisor:
- (a) An Employee who has completed more than twelve (12) months and less than twenty-four (24) months continuous employment, shall be entitled to ten (10) working days annual vacation with pay;
- (b) An Employee who has completed more than twenty-four (24) months but less than forty-eight (48) months continuous employment shall be entitled to fifteen (15) working days annual vacation with pay;
- (c) An Employee who has completed more than forty-eight (48) months but less than one hundred forty-four (144) months continuous employment shall receive twenty (20) working days annual vacation with pay. Such vacation shall not be taken at one time, unless approved by his Department Head, however, the Employee will have the right to take at least fifteen (15) continuous working days.
- (d) An Employee who has completed more than one hundred forty-four (144) months but less than three hundred (300) months continuous employment shall receive twenty-five (25) working days annual vacation with pay. Such vacation shall not be taken at one time, unless approved by his Department Head; however, the Employee will have the right to take at least twenty (20) continuous working days.

(e) An Employee who has completed more than three hundred (300) months continuous employment shall receive thirty (30) working days annual vacation with pay. Such vacation shall not be taken at one time, unless approved by his Department Head; however, the Employee will have the right to take at least twenty-five (25) continuous working days.

(f) Having completed thirty-three (33) continuous years of employment an Employee shall receive thirty-five (35) working days annual vacation.

19.02 Any Employee initially employed within the Bargaining Unit on or before the fifteenth (15<sup>th</sup>) day of any month shall be eligible to accumulate vacation credits for that month. Any Employee initially employed within the Bargaining Unit after the fifteenth (15<sup>th</sup>) day of any month shall be eligible to accumulate vacation credits from the first month following the day of employment.

19.03 Any Employee who while on annual vacation becomes seriously ill or is injured, shall have the right to terminate the vacation, immediately notify the Employer, and apply for and receive sick leave in accordance with the provisions of Article 17 of this Collective Agreement. In such an event, the affected Employee may carry over all or any portion of such unused annual vacation into the following calendar year.

19.04 Any Employee whose annual vacation, or any portion thereof, is postponed by the Employer within five (5) working days of such entitlement, or who has been called back from any holiday or vacation, shall be paid at the rate of double time for any time so worked, and shall be permitted to reschedule the postponed vacation or holiday at a later time.

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

## **ARTICLE 20 - SERVICE BENEFITS**

20.01 All Permanent Employees within the Bargaining Unit hired before April 30<sup>th</sup> 2014 shall receive service pay, in accordance with their term of service, which service pay shall be payable with the last regular pay in November of each year during the term of this Collective Agreement, as follows:

- |                                  |                |
|----------------------------------|----------------|
| (a) After five (5) years service | 1.0% of Salary |
| (b) After ten (10) years service | 1.5% of Salary |

- (c) After fifteen (15) years service      2.5% of Salary
- (d) After twenty (20) years service      3.0% of Salary

**ARTICLE 21 - RETIREMENT**

21.01      Each Permanent Employee shall be entitled to the benefits and privileges of the Pension Plan for Employees of the City of Moncton, as amended from time to time, together with any other pension plan which has been or may hereafter be adopted by agreement between the Employer and the Union.

21.02      On retirement, after having been employed sixty (60) months plus one day, any Permanent Employee having accrued sick leave to that Employee's credit shall receive a retiring allowance in lieu thereof equal to fifty percent (50%) of the value of such accrued sick leave to a maximum of one hundred and twenty five (125) working days, at the rate of Salary effective immediately prior to such retirement.

Upon resignation Permanent Employees, hired prior to October 11, 2001 shall be eligible for an allowance equal to fifty percent (50%) of the value of such accrued sick leave to a maximum of one hundred and twenty (120) working days, at the salary rate effective immediately prior to such resignation.

Upon the death of any eligible Employee, payment shall be made to the estate of the Employee in an amount equal to that which would have been paid upon retirement.

Employees, age fifty (50) or older, will be considered to have retired regardless of whether they choose to receive or defer their pension.

**ARTICLE 22 - MEDICAL FITNESS**

22.01      It shall be a condition of continued employment that all Employees shall be medically fit for work, however, the Employer acknowledges the likelihood of temporary curable disabilities, of up to two (2) years in duration, for which disability benefits are currently provided under this Collective Agreement, and such disabilities shall be reasonably accommodated by the Employer.

22.02      A medical examination by a duly qualified medical practitioner acceptable to the Employer may be required by the Employer from time to time and at any time. The Employer shall bear the cost and expense of such medical examination.

**ARTICLE 23 - PAYDAYS AND WAGES**

23.01 The Corporation payroll shall be prepared every two (2) weeks, for the pay period ending Saturday midnight. Employees shall be paid not later than 5:00 p.m. on every second (2<sup>nd</sup>) Thursday, in accordance with their classifications and the provisions of the Wage Matrix annexed hereto as Schedule “B”.

23.02 During the term of this Collective Agreement, effective as of the first (1<sup>st</sup>) pay period of the specified month, the following salary increments shall be applied to the existing Wage Matrix for the benefit of all Employees thereunder scheduled:

2017	January	2.0%
2018	January	1.5%
2019	January	1.5%
2020	January	1.5%

**ARTICLE 24 - HOURS OF WORK**

24.01 The regular work-week for all Employees in the Bargaining Unit, other than those classifications listed in Articles 24.02 and 24.03 hereof, shall be thirty-five (35) hours from Monday to Friday inclusive; the regular work day for such Employees shall commence not earlier than 8:00 am nor later than 9:00 am and shall conclude not earlier than 4:00 p.m. nor later than 5:30 p.m., with a lunch period of at least thirty (30) minutes and not more than ninety (90) minutes. The regular workday for most Employees shall be from 8:30 am to 4:30 pm.

The Employer and the Union agree that in limited circumstances the Employer, acting reasonably, shall have the right to require hours of work other than those defined above for new or vacant positions within the Corporation, these exceptions shall be conditional upon the prior consent of the Union through the forum of the Management and Labour Relations Committee, which consent is not to be unreasonably withheld.

24.02 Employees in the positions or holding the job classification listed below shall be responsible for a regular workweek of forty (40) hours from Monday to Friday inclusive:

<i>Administrative Assistant</i>	<i>Codiac Transpo</i>
<i>Assistant Field Chief</i>	<i>Engineering and Environmental Services</i>
<i>Assistant Fleet Coordinator</i>	<i>Engineering and Environmental Services</i>
<i>Clerk 3 Processing</i>	<i>Engineering and Environmental Services</i>
<i>Customer Service Telephone Assistant</i>	<i>Codiac Transpo</i>
<i>Engineering Technologist-Field</i>	<i>Engineering and Environmental Services</i>
<i>Engineering Technologist-Public Works</i>	<i>Engineering and Environmental Services</i>
<i>Engineering Technologist-Survey</i>	<i>Engineering and Environmental Services</i>
<i>Executive Assistant</i>	<i>Codiac Transpo</i>
<i>Field Chief</i>	<i>Engineering and Environmental Services</i>
<i>Fleet Supervisor</i>	<i>Engineering and Environmental Services</i>

<i>General Foreman</i>	<i>Engineering and Environmental Services</i>
<i>Industrial Control Technologist</i>	<i>Highfield Pumping Station</i>
<i>Manager, Magnetic Hill Zoo</i>	<i>Zoo</i>
<i>Materials Coordinator-Codiac Transpo</i>	<i>Codiac Transpo</i>
<i>Materials Coordinator-Fleet</i>	<i>Engineering and Environmental Services</i>
<i>Natural Resources Program Coordinator</i>	<i>Engineering and Environmental Services</i>
<i>Operations Supervisor</i>	<i>Codiac Transpo</i>
<i>Operations Supervisor-Event Venues</i>	<i>Economic Development &amp; Events</i>
<i>Supervisor, Fleet and Infrastructure</i>	<i>Codiac Transpo</i>
<i>Supervisor, Operational Support</i>	<i>Parks and Leisure Services</i>
<i>Supervisor, Parks and Grounds</i>	<i>Parks and Leisure Services</i>
<i>Survey Technician</i>	<i>Engineering and Environmental Services</i>
<i>Technical Assistant</i>	<i>Engineering and Environmental Services</i>
<i>Traffic Signal Supervisor</i>	<i>Engineering and Environmental Services</i>
<i>Visitor &amp; Education Program Coordinator</i>	<i>Zoo</i>
<i>Water Supply Technician</i>	<i>Highfield Pumping Station</i>
<i>Works Supervisor</i>	<i>Engineering and Environmental Services</i>
<i>Zoo Assistant</i>	<i>Zoo</i>
<i>Zoo Coordinator</i>	<i>Zoo</i>

The regular work day for such Employees shall commence not earlier than 7:00 am nor later than 9:30 am, and shall conclude not earlier than 4:00 p.m. nor later than 6:30 p.m., with a lunch period of at least thirty (30) minutes and not more than ninety (90) minutes.

24.03 Employees in the position or holding the job classification of telecommunications operator or telecommunications team leader with the Codiac Regional RCMP, shall have an average work week of thirty-five (35) hours, and the following matters are agreed to by the Employer and the Union:

- (a) The Employer, the Union, and the Codiac Regional RCMP acknowledge the requirement of providing continuous 911 emergency response and dispatch operations seven (7) days per week and twenty-four (24) hours per day, and accordingly agree that, with respect only to Employees in the position or holding the job classification of Telecommunications Operator, or Team Leader-Operational Telecommunication Center, the Employer and the Codiac Regional RCMP shall be entitled to schedule assignments equitably up to a twelve (12) hour shift basis.
- (b) Regular shifts will not be scheduled within 10(ten) hours of the completion of the employee's previously scheduled shift.
- (c) Every regular shift shall include ninety (90) minutes of unpaid meal or break time; no such break shall exceed sixty (60) minutes. Break times are not to be taken within the first hour or last hour of the shift. Any occasional exception shall be at the discretion of the Officer in Charge of Operations of the Codiac Regional RCMP or designate.

- (d) It is mutually agreed that there shall be a minimum of four (4) operators scheduled to work at all times, excluding meal and break periods.
- (e) Beginning in 2010, vacation time and time in lieu of statutory holidays shall be selected by the operators and team leaders in order of seniority within the individual team, and must be selected by January 30<sup>th</sup> of any given year. Vacation time shall be selected in blocks of four (4) shifts.
- (f) Shift differential shall be allowed as per Article 24.06 and shall be applied from 16:00 hours to 08:00 hours daily.
- (g) The annual shift schedule adopted on January 1<sup>st</sup> of each year shall remain in effect until December 31<sup>st</sup> of that year. There shall be no changes to the posted regular schedule of shifts during that time unless mutually agreed between the Employer and the Union, and no change may be made without a minimum of eight (8) calendar days notice to the affected operator(s).
- (h) Staff in the Telecom section of the Codiak Regional RCMP shall be considered as essential Employees and it is recognized and agreed between the parties that in the case of any work stoppage or strike these Employees shall be exempted from these types or any other type of work stoppages by the Union and shall continue to perform their normal duties. These Employees shall continue to be covered by this Collective Agreement during such times.
- (i) Employees on job sharing at the RCMP will pick their vacation separately; they will not have to select their vacation in blocks with the other employees.

24.04 Notwithstanding the above-noted clauses, the Employer recognizes the right of any Permanent Employee in the bargaining unit to select flexible hours and day(s) of work for that Employee's position, to vary the starting time, finishing time and lunch period to suit personal preference, where such variation may reasonably be done consistent with the Employer's operational requirements. Any Employee who wishes to vary existing hours of work and day(s) shall submit a written request to the Department Head, who shall forthwith either accept or deny such request on the basis of operational requirements. The Employer shall not unreasonably or arbitrarily deny any such request. If the request is denied the Employer shall provide the reason(s), including the specific operational requirements, to both the Employee and the Union.

24.05 Any Employee who wishes to vary existing hours of work, and who submits a written request therefore under Article 24.04, shall indicate the duration for which the request is made, which duration shall be not less than forty (40) consecutive working days, and shall also indicate the specific hours of work proposed.

24.06 (a) Any Employee who, by virtue of the provisions of Article 24.03 hereof, or by mutual written agreement between the Employer and the Union, is required to work an evening shift or graveyard shift, shall be entitled to be paid, in addition to the regular rate of pay, a shift differential equivalent to one dollar and twenty-five cents (\$1.25) for every hour worked during such shift. The Employer agrees to accumulate these benefits and make payment to each Employee entitled to the same in a lump sum payable with the first regular pay in December of each year.

(b) Employees who work at the Telecommunications Centre or OCC will receive a one-time payment in lieu of shift differential. This payment will occur in the first regular pay of December.

For the years 2018 and 2019 the payment will be \$1500, and for years 2020 and 2021 the payment will be \$1600.

24.07 The Employer and the Union agree that job sharing may be introduced into the Bargaining Unit at the request of any two (2) or more Employees who desire to participate in such a scheme. It is understood that no such scheme will, however, be implemented without the written consent of both the Union and the Employer. If the Union and the Employer agree to have a job share position, the job share shall operate under the following conditions:

Each permanent Employee filling one-half (1/2) of this position shall maintain the following benefits on a pro-rata basis:

- Vacation shall be at fifty percent (50%) of the time allowable under the Collective Agreement applicable to this individual.
- One (1) floating holiday per year shall be allowed
- Statutory Holidays will be paid for those holidays that fall within the scheduled days of work.
- Group Life and A.D. & D. insurance shall be based on annual salary
- Health & Dental benefits shall be fifty percent (50%) payable by the employee
- Service pay shall be based on annual earnings
- Sick leave shall be accumulated at fifty percent (50%) of the normal rate per month
- LTD coverage shall be based on the annual salary
- Pension contributions shall be based on salary
- Each permanent Employee shall maintain and earn normal seniority credits.
- Overtime shall apply as per the Collective Agreement
- Each Employee shall earn fifty percent (50%) of the normal annual salary related to the position, unless there is agreement between the parties to use a casual Employee for the job share, in which case the casual Employee shall earn salary based on the casual rate applicable.
- The permanent Employee shall advance on the wage grid as they would normally.

Career advancement of participating employees will not be hindered by virtue of their involvement in the job shared position. If it is agreed between the parties to



use a casual Employee for the job share, the casual is exempted from the time restrictions of Article 1.03 while working on the job share.

## **ARTICLE 25 - OVERTIME**

- 25.01 All time worked before or after the regular working day, the regular work week, or on a holiday, shall be considered overtime. Overtime work before and after the regular daily hours shall be compensated at the rate of one and one-half (1½x) times. Overtime work before and after the regular weekly hours shall be compensated at the rate of one and one-half (1½x) times. Overtime work for any Employee on any statutory holiday included in Article 18.01 of this Collective Agreement, or while an Employee is by virtue of any provision of this Agreement on holiday or vacation, shall be compensated at the rate of double (2x) time.
- 25.02 At the option of the Employee concerned, overtime may be compensated by an equivalent amount of time off at the overtime rate, in lieu of pay at the overtime rate, at a time mutually agreeable to the Employee and the Employer. Banked overtime will be limited to a maximum of one hundred (100) hours carried over from one (1) year to another and any time beyond the maximum will be immediately paid out. Those Employees having more than one hundred (100) hours in their overtime bank as of January 1, 2009 will be grandfathered in regard to forced payout, however these employees will not be able to add to the bank until their bank has fallen below the one hundred (100) hour maximum.
- 25.03 No Employee shall be required to work overtime against that Employee's wishes when other Employees are available, suitably qualified, and willing to perform the required work. The Senior Employee, suitably qualified for the required position or holding a similar job classification in the department, shall be entitled to bid such overtime work in preference to any junior Employee. Overtime must be authorized by the Employer and no payment is required to be made for overtime when such authorization is not given.
- 25.04 All call outs will be paid at one and one-half (1½x) times the regular rate of pay for a minimum of four (4) hours except the second day of rest which shall be paid at three (3) hours at double (2x) time. Call-outs shall be rotated among suitably qualified Employees within their respective positions or job classifications in their department. Should no Employee be available in the particular position, then another Employee in any other position or job classification may be called-out, provided such Employee is suitably qualified for the required work. It shall be the prerogative of the Employer to require any Employee while actively engaged in call-out duty to remain at the Employee's work location for the full duration of the paid call out-period.
- 25.05 Employees who work non-scheduled overtime more than two (2) hours past the completion of their regular work day shall be provided with a hot meal. This shall be repeated every four (4) hours if the Employee is required to work continuously.

25.06 Employees working scheduled overtime shall be entitled to a hot meal or allowance after eight (8) hours of work. Administration of the distribution of the hot meals shall vest with the supervisory or management personnel of the Employer. Where the Employer provides a meal allowance to an Employee, it shall be not less than ten dollars (\$10.00) per meal.

#### **ARTICLE 26 - STAND-BY ALLOWANCE**

26.01 Employees required to be on stand-by during their regular two (2) days and subsequent contiguous days of rest period will be compensated at one hundred dollars (\$100.00) per day; employees requested to be on stand-by during the regular work week, after hours, shall be compensated at a rate of fifty dollars (\$50.00) per day.

#### **ARTICLE 27 - VEHICLE ALLOWANCE**

27.01 Unless other arrangements have been made, each inspector shall be entitled to a vehicle allowance of not less than seven hundred dollars (\$700.00) per month during the life of this Collective Agreement, providing such Employee supplies a vehicle for utilization for work purposes. The Employer has the right to require all Inspectors to maintain and submit a log of all kilometers driven for business reasons. Should any of the above positions become vacant, Management has the right to modify the vehicle use arrangements for any new incumbents. The modifications shall be limited to either the provision of a city owned/leased vehicle, a mileage allowance or the monthly vehicle allowance. This Article only applies to inspectors working in the City's Building Inspection Department.

(a) The Employer has the right to require all Employees except Inspectors to maintain and submit a log of all kilometers driven for business reasons.

27.02 Other Employees claiming entitlement to compensation for use of a personal vehicle for employment purposes may submit a written request therefore to their Department Head who, in the event the request is denied, shall advise the Employee of the reasons why.

27.03 No Employee shall be obliged to operate a personal vehicle for employment purposes without adequate compensation therefore, which shall not be less than the kilometer or mileage rate established by municipal policy.

27.04 In the event of any disagreement in respect of the entitlement of any Employee to a vehicle allowance or the appropriate amount thereof, such dispute shall be resolved as a grievance in accordance with the provisions of Article 9 hereof.

## **ARTICLE 28 - SAFETY**

- 28.01 The Employer and the Employee shall co-operate in continuing and perfecting the safety measures now in effect.
- 28.02 A safety committee shall be established and be comprised of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union. Both parties, in making their appointments, shall be motivated by the need for selecting people who will be best capable of promoting safety on the job.
- 28.03 The safety committee shall hold meetings as requested by the Union or the Employer and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.
- 28.04 Minutes of all safety committee meetings shall be circulated to all committee members.
- 28.05 All Employees working in any capacity shall use all necessary safety equipment as recommended by the safety committee, the Department Head, or any authorized agent. It shall be compulsory to wear and use such recommended safety equipment.
- 28.06 Time spent by Employees in performance of their duties during regular hours of work, as members of the joint safety committee shall be considered as time worked, and payment shall be at straight time.
- 28.07 The Employer shall provide adequate clothing and safety equipment to each Employee, as required, the need for such items to be determined by the Employee's Department Head.

## **ARTICLE 29 - ACTIVITIES OF UNION**

- 29.01 Upon prior notification to the Employer, members and representatives of the Union shall be entitled to distribute literature and to convene Union meetings on the Employer's premises and to conduct routine Union business on the Employer's premises during the regular work day without loss of pay or interference from or by the Employer.
- 29.02 Duly appointed or elected representatives of the Union shall not suffer any wage or benefit loss as a result of attending meetings pertaining to labour management relations, negotiations for the purpose of collective bargaining with the Employer, grievance procedures or other dispute settlement procedures outlined in this Collective Agreement.

## **ARTICLE 30 - MEDICAL & DENTAL INSURANCE PLAN**

30.01 The existing Health and Dental plan shall continue for the life of this agreement, including travel insurance, and shall be cost shared by the Employee paying fifteen (15%) of the cost up to eighty-five dollars (\$85) for a Family Plan and fifteen percent (15%) of the cost up to forty-five dollars (\$45) for a Single Plan and the Employer paying eighty-five percent (85%) of the cost.

The co-pay for prescription drugs will be ten dollars (\$10.00) per prescription for all Employees.

30.02 It is understood that only Permanent Employees shall be eligible to be covered under the existing medical and dental insurance plans.

## **ARTICLE 31 - GROUP INSURANCE**

31.01 The existing group life insurance plan now in effect shall not be altered without the consent of both the Union and the Employer.

31.02 The premium cost of such insurance coverage shall be funded by the Employer at the rate of one hundred percent (100%).

31.03 It is understood that only Permanent Employees shall be eligible under the existing group life insurance plan.

## **ARTICLE 32 - DURATION AND TERMINATION OF AGREEMENT**

32.01 This Collective Agreement, when executed by the Employer and the Union, shall be binding and remain in effect from the 1<sup>st</sup> day of January 2017 to the 31<sup>st</sup> day of December 2020 and shall continue from year to year thereafter unless either the Employer or the Union gives notice that it desires to commence collective bargaining with a view to the renewal or revision of this Collective Agreement.

32.02 Such notice shall be in writing and given between the period of twenty (20) working days and ninety (90) working days prior to the termination date of this Collective Agreement and within fifteen (15) working days of the receipt thereof the Employer and the Union shall enter into negotiations.

32.03 When notice has been given, the provisions of this Collective Agreement shall continue in force until a new Collective Agreement is signed, or the right to strike or lockout ordinarily accrues, whichever occurs first.

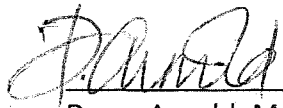
## **ARTICLE 33 - GENERAL PROVISIONS**

- 33.01 Proper accommodation shall be provided for each Employee to have meals and to store and change clothing at the place of employment. The Employer shall provide a secure place for the storing of the Employees' personal items.
- 33.02 The Employer shall provide bulletin boards at each Employee's place of employment which shall be placed so that all Employees will have access to them, and the Union shall have the right to post notices of meetings thereon and such other notices as may be of interest to the Employees.
- 33.03 In the event that a community disaster has been declared, members of the Union will advise the disaster control centre of their whereabouts and will carry out duties as ordered by the municipal emergency measures co-ordinator. Any disaster in any section or municipality of the Greater Moncton area shall be considered a community disaster.
- 33.04 All correspondence, communications or notices between the parties or otherwise arising out of or required by this Collective Agreement, or incidental hereto, shall pass to and, or, from the General Manager of Human Resources, or other designate, of the Employer and to and, or, from the secretary of the Union with a copy to the president. A copy of any correspondence or notice between the Employer and any Employee in the Bargaining Unit, pertaining to the interpretation, administration or application of any part of this Collective Agreement shall be forwarded to the secretary of the Union, with a copy to the president.
- 33.05 Within seven (7) working days of request by the Union, the Employer shall make available to the Union information required by the Union for the collective bargaining purposes or for the purpose of management and labour relations, such as budgets, job descriptions, wage rates, a breakdown of point ratings in job evaluation and all other technical information and reports, records, studies, survey manuals, directives or documents. The Employer shall be entitled to retain as privileged any such information which is confidential in relation to labour relations.
- 33.06 Any Employer reports or recommendations dealing with matters of policy and, or, working conditions or other matters and which affect Employees within the Bargaining Unit, shall be communicated by the Employer of the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of referring them to the Management and Labour Relations committee.
- 33.07 Copies of all motions, resolutions and by-laws or rules and regulations promulgated by the Employer, which may affect the Union or any Employee, are to be promptly forwarded to the Union and, if practicable, posted visibly on all bulletin boards at the place of employment of each Employee within the Bargaining Unit.


- 33.08 It is recognized that the members of the Bargaining Unit are co-insured persons under the Employer's policy of liability insurance, and will be maintained as such, in order to protect all Employees against monetary loss or damages as a result of being sued while performing work or as a result of performing work or duties related to work for, on behalf of, or at the direction of the Employer.
- 33.09 In interpreting this Collective Agreement, the masculine shall include the feminine, the singular shall include the plural and the plural shall include the singular. Any and all time periods or prescribed periods of time set forth in any article of this Collective Agreement may, with the mutual consent of the Employer and the Union, and specifically, the consent of the City Manager on behalf of the Employer, and the president of the Union on behalf of the Union, in writing, be extended or altered as the parties may deem reasonable and appropriate in the circumstances.
- 33.10 Any changes deemed necessary in this Collective Agreement may be made by mutual written agreement at any time during the existence of this Collective Agreement. In order for Letters of Understanding and Memorandums of Agreement to be binding, the agreements must be signed by the City Manager and the City Clerk on behalf of the Employer, and signed by the President and Secretary on behalf of the Union.
- 33.11 All rights, benefits, privileges, practices and working conditions which Employees now enjoy, receive or process shall continue, insofar as they are consistent with this Collective Agreement, unless and until modified by mutual written agreement between the Employer and the Union.
- 33.12 The Business Solutions Team Lead-Database Administrator and the Technology and Infrastructure Team Lead shall be considered as essential Employees and it is recognized and agreed between the parties that in the case of any work stoppage or strike these Employees shall be exempted from these types or any other type of work stoppages by the Union and shall continue to perform their normal duties. These Employees shall continue to be covered by this Collective Agreement during such times. It is further understood and agreed between the parties that should either of these Employees be holding a position as a Union Officer at the time of any work stoppage or strike they shall be exempted from this Article.

Dated at the City of Moncton, New Brunswick, this 18 day of April, 2018.

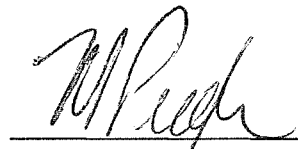
**For the Corporation**

  
\_\_\_\_\_  
Dawn Arnold, Mayor

**For the Union**

  
\_\_\_\_\_  
Colleen Coffey PSAC Atlantic  
Regional Executive Vice-President

  
\_\_\_\_\_  
Barbara Quigley, City Clerk

  
\_\_\_\_\_  
Mark Pugh, President  
CHEA / PSAC Local 60200

  
\_\_\_\_\_  
Jeff Preston  
Human Resources Department

  
\_\_\_\_\_  
Kevin Allen  
Bargaining Committee Member

**SCHEDULE "A"**  
**CLASSIFICATIONS & PAY GROUPS**  
*(as of January 2018)*

<b>Group 1</b>	
<b>Group 2</b>	Customer Service Telephone Assistant
<b>Group 3</b>	Administrative Assistant
	Clerk 2-Records
	Procurement Clerk
<b>Group 4</b>	Accounting Clerk
	Accounting Clerk-Accountant
	Accounts Payable Clerk
	Accounts Payable Clerk-PCard
	Administrative Assistant
	Administrative Clerk-GIS/MCU
	Business Operations Administrator
	Clerk 3-Processing
	Council Recorder
	Council Recorder/Assistant City Clerk
	Court Administrative Clerk
	Customer Service Representative
	Development Officer
	Engineering Technologist
	Executive Assistant
	Exhibit/Fleet Custodian
	Financial Services/Administrative & Personnel Records Clerk
	Fleet Analyst
	Graphic Designer
	Legal Assistant
	Operations support Assistant
	Payroll Administrator
	Print Room Operator
	Records Validation & Court Operations Admin(RVOCA)
	Retail And Facility Rental Coordinator
	Visitor Service Representative
	Water Meter Maintenance Coordinator



<b>Group 5</b>	Billings Analyst
	Collections Analyst
	Collections & Research Library Coordinator
	Compliance and Risk Management Coordinator
	Development Officer
	Engineering Technologist
	Environmental Technologist
	Executive Assistant
	GIS Technologist
	Materials Coordinator
	Senior Accounts Payable Clerk
	Technical Support Analyst
	Telecommunications Operator
	Zoo Assistant
<b>Group 6</b>	Assistant Revenue Supervisor
	Buyer
	Communications Officer
	Coordinator, Community Event Development
	Cultural Development Officer
	Engineering Technologist
	Environmental Technologist
	Financial Services Administrator
	GIS Technologist
	Graphic Designer
	Heritage and Culture Coordinator
	Heritage and Development Officer
	Materials Coordinator/ Stores Supervisor
	Programmer Analyst
	Pumping Station Operator
	Team Leader-Operational Communication Center
	Technical Assistant

<b>Group 7</b>	Assistant Field Chief
	Assistant Fleet Supervisor
	Building Inspector
	By-Law Enforcement Inspector
	Community Development Officer
	Coordinator, Event Attraction
	Coordinator, Major Event Development
	Heritage Officer and Building Advisor
	Landscape Projects Coordinator
	Maintenance Management Systems Administrator
	Natural Resource Program Coordinator
	Network Administrator
	Plumbing Inspector
	Plumbing Inspector-Utilities
	Pumping Station Coordinator
	Records and Information Management Coordinator
	Sales Coordinator
	Senior Accountant
	Senior Programmer Analyst
	Supervisor of Finance & Administration
	Systems Administrator
	Technical Assistant
	Urban Planner
	Victim Services Coordinator
	Visitor & Education Program Coordinator
	Web Strategist & Developer
<b>Group 8</b>	Applications Architect
	Coordinator of Events & Guest Services
	Development Control Supervisor
	Facilities Supervisor
	Financial Analyst
	General Foreman
	Senior Community Development Officer-Heritage
	Supervisor, Administrative Support
	Supervisor, Fleet and Infrastructure
	Traffic Signal Supervisor
	Transportation & Parking Coordinator
	Zoo Coordinator

<b>Group 9</b>	Business Solutions Team Lead-Database Administrator
	Coordinator of Projects and Compliance
	Facilities Coordinator
	Field Chief
	Fleet Supervisor
	Purchasing Manager
	Team Lead-Geoinformatics
	Team Lead-Technology & Infrastructure
	Technical Architect
<b>Group 10</b>	Manager, Billing and Collections
	Project Engineer
	Sr. Building Inspector
	Works Supervisor
	Manager, Magnetic Hill Zoo

**SCHEDULE "B"**

**CHEA / PSAC Local 60200 WAGE MATRIX**

*January 1, 2017 - December 31, 2020*

January 1, 2017 - 2%  
 January 1, 2018 - 1.5%  
 January 1, 2019 - 1.5%  
 January 1, 2020 - 1.5%

GROUP		D	E	F	G	H	I	J	K	L	M	N	O
<b>1</b>		26,381	30,266	31,041	31,816	32,587	33,350	34,125	34,897	35,280	36,053	36,444	36,627
	Jan 1-17	26,909	30,872	31,662	32,452	33,238	34,017	34,808	35,595	35,986	36,774	37,173	37,359
	Jan 1-18	27,312	31,335	32,137	32,939	33,737	34,527	35,330	36,129	36,526	37,325	37,731	37,920
	Jan 1-19	27,722	31,805	32,619	33,433	34,243	35,045	35,860	36,671	37,073	37,885	38,297	38,488
	Jan 1-20	28,138	32,282	33,108	33,935	34,757	35,570	36,398	37,221	37,630	38,454	38,871	39,066
<b>2</b>		30,995	35,562	36,474	37,301	38,126	38,942	39,775	40,597	41,014	41,838	42,253	42,464
	Jan 1-17	31,614	36,274	37,204	38,047	38,888	39,720	40,570	41,409	41,835	42,675	43,098	43,314
	Jan 1-18	32,089	36,818	37,762	38,618	39,471	40,316	41,179	42,030	42,462	43,315	43,744	43,963
	Jan 1-19	32,570	37,370	38,328	39,197	40,063	40,921	41,797	42,661	43,099	43,965	44,401	44,623
	Jan 1-20	33,059	37,931	38,903	39,785	40,664	41,535	42,423	43,301	43,746	44,624	45,067	45,292
<b>3</b>		36,000	41,298	42,357	43,238	44,116	45,000	45,873	46,754	47,197	48,077	48,517	48,759
	Jan 1-17	36,720	42,124	43,204	44,103	44,998	45,900	46,791	47,689	48,140	49,039	49,487	49,735
	Jan 1-18	37,270	42,756	43,852	44,764	45,673	46,588	47,492	48,404	48,863	49,775	50,229	50,481
	Jan 1-19	37,830	43,397	44,510	45,436	46,358	47,287	48,205	49,130	49,596	50,521	50,983	51,238
	Jan 1-20	38,397	44,048	45,178	46,117	47,053	47,996	48,928	49,867	50,339	51,279	51,748	52,006

		D	E	F	G	H	I	J	K	L	M	N	O
<b>4</b>		41,268	47,341	48,555	49,456	50,354	51,261	52,157	53,060	53,510	54,416	54,872	55,146
	Jan 1-17	42,093	48,288	49,526	50,445	51,361	52,287	53,200	54,122	54,580	55,504	55,969	56,249
	Jan 1-18	42,725	49,012	50,269	51,202	52,131	53,071	53,998	54,933	55,399	56,336	56,809	57,093
	Jan 1-19	43,366	49,747	51,023	51,970	52,913	53,867	54,808	55,757	56,230	57,182	57,661	57,949
	Jan 1-20	44,016	50,493	51,788	52,749	53,707	54,675	55,630	56,594	57,074	58,039	58,526	58,819
		D	E	F	G	H	I	J	K	L	M	N	O
<b>5</b>		46,669	53,538	54,909	55,826	56,756	57,675	58,602	59,525	59,992	60,918	61,383	61,690
	Jan 1-17	47,602	54,609	56,007	56,943	57,891	58,828	59,775	60,715	61,192	62,137	62,611	62,924
	Jan 1-18	48,316	55,428	56,847	57,797	58,759	59,711	60,671	61,626	62,109	63,069	63,550	63,868
	Jan 1-19	49,041	56,259	57,700	58,664	59,641	60,606	61,581	62,550	63,041	64,015	64,503	64,826
	Jan 1-20	49,777	57,103	58,566	59,544	60,535	61,516	62,505	63,489	63,987	64,975	65,471	65,798
		D	E	F	G	H	I	J	K	L	M	N	O
<b>6</b>		51,896	59,534	61,062	61,994	62,935	63,877	64,812	65,747	66,218	67,161	67,638	67,977
	Jan 1-17	52,934	60,725	62,283	63,234	64,193	65,155	66,108	67,062	67,543	68,504	68,991	69,336
	Jan 1-18	53,728	61,636	63,217	64,183	65,156	66,132	67,100	68,068	68,556	69,532	70,026	70,376
	Jan 1-19	54,534	62,560	64,165	65,146	66,134	67,124	68,107	69,089	69,584	70,575	71,077	71,432
	Jan 1-20	55,352	63,499	65,128	66,123	67,126	68,131	69,128	70,125	70,628	71,633	72,143	72,503
		D	E	F	G	H	I	J	K	L	M	N	O
<b>7</b>		57,520	65,988	67,681	68,637	69,596	70,565	71,521	72,481	72,965	73,934	74,416	74,788
	Jan 1-17	58,670	67,308	69,035	70,010	70,987	71,976	72,951	73,931	74,425	75,413	75,904	76,284
	Jan 1-18	59,550	68,318	70,070	71,060	72,052	73,055	74,045	75,040	75,541	76,544	77,043	77,428
	Jan 1-19	60,444	69,342	71,121	72,126	73,133	74,151	75,156	76,165	76,674	77,692	78,199	78,590
	Jan 1-20	61,350	70,382	72,188	73,208	74,230	75,264	76,283	77,308	77,824	78,858	79,372	79,768



## **SCHEDULE "C"**

The following positions meet the criteria identified in Article 12.05(a) of the collective agreement and therefore when making staff changes, transfers or promotions affecting these position, appointments shall be made of the applicant with the greatest seniority, having the required qualifications, as per Article 12.05(a) of the collective agreement:

### **Group 8**

Applications Architect  
Financial Analyst  
Intermediate Project Engineer  
Senior Community Development Officer  
Supervisor, Administrative Support  
Supervisor, Operational Support  
Systems Accountant  
Traffic Signal Supervisor  
Transportation and Parking Coordinator  
Zoo Coordinator

### **Group 9**

Coordinator of Projects and Compliance  
Facilities Coordinator  
Technical Architect

### **Group 10**

Project Engineer

***(Included for Information Purposes Only)***  
**CHEA/PSAC Job Evaluation**  
**Requests for Reclassification**

1. If an employee or their supervisor feels the position in question is incorrectly classified due to a significant change in responsibilities, he/she will discuss his/her concerns with his/her immediate management supervisor (Manager, Director, Deputy).
2. If the immediate management supervisor agrees that the position should be re-evaluated, he/she will request the Department Head to have the position sent to Job Evaluation. If the supervisor or Department Head does not agree that the position should go to Job Evaluation, the affected employee may submit that request directly to the Job Evaluation Committee for a determination on whether the request should proceed. If the job evaluation committee rejects the request from the employee, written reasons will be provided to him/her as to why the committee reached that decision. If the above process is not followed after the employee has filed a request to the Job Evaluation Committee, the process only can be grieved under Article 9: Grievance and Arbitration Procedure and not the decision of the Job Evaluation Committee or the results of the Job Evaluation if the position does proceed.
3. If, after discussing the situation with the immediate management supervisor and Human Resources, the Department Head feels the position should proceed to job evaluation due to a significant change in responsibilities, they will ensure that the supervisor reviews the current job description and updates it where necessary in consultation with Human Resources. The affected employee should be involved in updating the job description.
4. Once the job description is updated, the affected employee will be provided with a copy (from Human Resources) of the Job Evaluation Questionnaire for his/her position. He/She will make any changes to the questionnaire in red ink. (Employees must be reminded that any changes must reflect the minimum qualifications needed for the position, not their qualifications. This is a common misconception in job evaluation.) These changes will be discussed with and reviewed by the immediate management supervisor and initialed by that individual and the Department Head in the space provided on Page 15 of the questionnaire.
5. The questionnaire will be returned to the Human Resources department who will review the questionnaire and, if necessary, convene the Job Evaluation Committee to review the position's evaluation. The Job Evaluation Committee may seek clarification of questionnaire.
6. The Human Resources Department will provide results of the evaluation review to the Department Head, who will meet with the affected employee and immediate management supervisor and convey the results. Where appropriate, Human Resources will implement the results of the evaluation review utilizing the Personnel Action Form.



7. If the Department Head does not approve the review request, he/she will notify the affected employee, immediate management supervisor and Human Resources, in writing, of his/her decision and reasons thereto. If the employee is not satisfied with the decision, the matter will be resolved through the Labour/Management forum.

The role of Human Resources, in the administration of job evaluation, is to ensure that any changes to classifications are not arbitrary; to administer the functioning of the job evaluation committee; and to keep the City Manager apprised of all job evaluation requests.

The role of the Department Head is to ensure that only those positions where significant changes in job responsibilities proceed to job evaluation for review. Also, the Department Head must keep in mind, when filling out the Job Evaluation Questionnaire that changes in responsibilities or qualifications are to be based on the minimum requirements of the position as laid out in the job description, not the qualifications of the incumbent.

**Memorandum of Agreement Between the Parties**

The Parties agree that the following items may be brought forward to the Management and Labour Relations Committee established in Article 7 and will be discussed in good faith in an attempt to agree upon such initiatives in the workplace:

- Medical, Dental and Life Insurance Improvements during the Life of the Collective Agreement;
- Equity, Diversity and Inclusion Measures (including Anti-Racism measures) ;
- Work/Life Balance (including wellness) Initiatives;
- Accessible training and other career-related opportunities and guidelines on selection;
- Measures to meet such needs as meals, accommodation, transportation, etc.) and to protect employees who must travel during dangerous conditions or are required to work in emergency situations;
- Initiatives to recognize the contributions of CHEA members to City of Moncton work eg. Administrative Services Recognition Day ;
- Initiatives aimed at continuous improvement of labour relations and the workplace environment; and,
- (Any other initiatives as agreed upon during this round of collective bargaining).

Date April 18, 2018

For the Union Colleen Coffey

Colleen Coffey PSAC Atlantic  
Regional Executive Vice-President

For the Employer Jeff Preston

Jeff Preston  
Labour Relations Specialist

**Memorandum of Agreement Between the Parties Job Evaluation System**

The Parties agree that a Job Joint Evaluation Committee (JJEC) will be created to review the existing job evaluation system. This committee will be comprised of an equal number of members of the Union and the Employer and will also include other members as deemed necessary by the JJEC.

The purpose of the JJEC is to review and assess the existing system to determine whether or not any modifications should be made and that best practices are being followed.

The employer agrees to hire a consultant to assist in the review process. The Union will be involved in the selection and procurement process. The review process will be expected to be concluded ninety (90) days before the expiry of the Collective Agreement.

Date

April 18/18

For the Union

Colleen Coffey

Colleen Coffey PSAC Atlantic  
Regional Executive Vice-President

For the Employer

Jeff Preston

Jeff Preston  
Labour Relations Specialist

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Date

April 18/18

For the Union

Colleen Coffey

Colleen Coffey PSAC Atlantic  
Regional Executive Vice-President

For the Employer

Jeff Preston

Jeff Preston  
Labour Relations Specialist

**Memorandum of Agreement Between the Parties Telecommuting and Flexible Work Hours**

The Parties agree to explore the possibility of incorporating telecommuting into the workforce culture of the City of Moncton.

Telecommuting (also known as working from home, or e-commuting) is a work arrangement in which the employee works outside the office, often working from home or a location close to home. Rather than traveling to the office, the employee “travels” via telecommunication links, keeping in touch with coworkers and employers via telephone and email.

The Parties may elect to form a specific committee to deal with this issue or include it as an item for the Labour Management Committee.

Date April 18/18

For the Union Colleen Coffey

Colleen Coffey PSAC Atlantic  
Regional Executive Vice-President

For the Employer Jeff Preston

Jeff Preston  
Labour Relations Specialist

**Memorandum of Agreement Between the Parties on Workplace Violence**

The Parties agree to work together in formulating a policy on workplace violence. This policy would form part of the City of Moncton Policy manual.

Date

April 18/18

For the Union

Colleen Coffey

Colleen Coffey PSAC Atlantic  
Regional Executive Vice-President

For the Employer

Jeff Preston

Jeff Preston  
Labour Relations Specialist

**Memorandum of Agreement Between the Parties on Vehicles Engineering Technologist Field**

Commencing in the calendar year of 2018 the two (2) permanent Engineering Technologists Field will be provided with a City of Moncton vehicle for a nine (9) month period to coincide with the construction season. These vehicles will not be allowed to be used for travelling to and from work and will not be allowed to be taken home over night.

Date April 18/18

For the Union Colleen Coffey

Colleen Coffey PSAC Atlantic  
Regional Executive Vice-President

For the Employer Jeff Preston

Jeff Preston  
Labour Relations Specialist

**Memorandum of Agreement Between the Parties**  
**OCC Hours of Work Schedules For Team Leaders and For Operators**

The Parties agree that the Memorandum of Agreement signed on November 24<sup>th</sup>, 2015 is now null and void.

The Parties are agreed that the current shift that is in place for the 2017 calendar year will remain in effect for the calendar years 2018 and 2019. During the 2019 calendar year a new shift may be developed that will be implemented for the years 2020 and 2021.

The Parties agree that consultation and discussion will take place between management the Union and OCC employees before finalizing a shift selection. The final decision on shift selection will be made by management. Shift selection will be based on solid business needs and empirical data and not selected based on arbitrary choice.

Date April 18/18

For the Union Colleen Coffey

Colleen Coffey PSAC Atlantic  
Regional Executive Vice-President

For the Employer Jeff Preston

Jeff Preston  
Labour Relations Specialist



# LETTER OF UNDERSTANDING

## Parking and Bus Passes

The City of Moncton ("the Employer") and the City Hall Employees Association / Public Service Alliance of Canada Local 60200 ("the Union") agree that any CHEA/PSAC employee at the date of signing that is currently getting a subsidized parking space in any City owned or City operated lot shall continue to do so at the rate of fifty (50%) of the monthly rate. They will continue to receive this subsidy until they relinquish their parking spot. Once the parking spot is relinquished they will no longer be entitled to any further parking subsidy.

Any CHEA/PSAC employee that is not currently receiving subsidized parking will not be entitled to any future subsidy and will be responsible for finding their own vehicle parking.

CHEA/PSAC employees who do not receive subsidized parking will be entitled to a monthly bus pass at a rate of 25% of the full amount.

In order to qualify for a reduced rate bus pass;

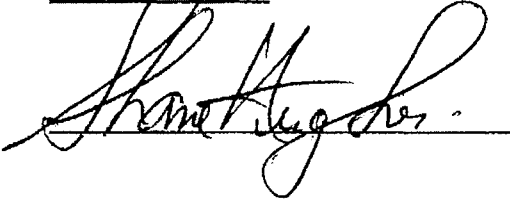
- The CHEA/PSAC employee will have to work at a location that does not offer free parking.
- The employee does not have a reduced rate parking spot.

Only (one) 1 bus pass will be issued per employee who is eligible to receive a bus pass.

This Letter of Understanding signed at Moncton, New Brunswick this 30<sup>th</sup> day of APRIL, 2014 will only come into effect upon the ratification and signing of the new Collective Agreement between the parties, and will be deemed to be part of the Collective Agreement.

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City of Moncton



CHEA/PSAC LOCAL 60200

