

MEMORANDUM OF AGREEMENT

CITY OF FREDERICTON

and

CUPE LOCAL 1709,

Agree that this Memorandum of Agreement for the renewal of the 2019 January 1 to 2022 December 31 collective agreement is a complete resolution of all issues between the parties and will be recommended to the parties respective principals for acceptance.

AMEND ARTICLE 1.01 AS FOLLOWS:

CURRENT WORDING:

- 1.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1709 as the sole and exclusive bargaining agent for all its employees in the classifications listed in Appendix B and B1.

PROPOSED WORDING:

- 1.01** The Employer recognizes the Canadian Union of Public Employees, **as per Board Order File No. IR-002-96**, and its Local 1709 as the sole and exclusive bargaining agent for all its employees in the classifications listed in Appendix B and B1.

AMEND ARTICLE 3.07 AS FOLLOWS:

CURRENT WORDING:

- 3.06 Immediate Family - Immediate family are persons who are married to one another, parents, children, siblings, grandparents, and grandchildren. It also includes a relationship between persons who, though not married to one another and whether or not a blood relationship exists, demonstrate an intention to extend to one another the mutual affection and support normally associated with those relationships first mentioned.
- 3.07 Extended Family - Includes brothers and sisters-in-law, mothers and fathers-in-law, and sons and daughters-in-law.

PROPOSED WORDING:

- 3.06 Immediate Family - Immediate family are persons who are married to one another, parents, children, siblings, grandparents, and grandchildren. It also includes a relationship between persons who, though not married to one another and whether or not a blood relationship exists, demonstrate an intention to extend to one another the mutual affection and support normally associated with those relationships first mentioned.
- 3.07** Extended Family - Includes brothers and sisters-in-law, mothers and fathers-in-law, and sons and daughters-in-law, **grandparents-in-law**.

AMEND ARTICLE 6.03 AS FOLLOWS:

CURRENT WORDING:

6.03 The probationary period shall be six (6) months, provided, however, that by mutual agreement of the parties, the probationary period may be extended for a further period of up to six (6) months. The Employer may waive the probationary period at any time.

PROPOSED WORDING:

6.03 The probationary period shall be twelve (12) months for Communication Operator I. For every other position the probationary period shall be six (6) months, provided, however, that by mutual agreement of the parties, the probationary period may be extended for a further period of up to six (6) months. The Employer may waive the probationary period at any time.

AMEND ARTICLE 8.02 AS FOLLOWS:

CURRENT WORDING:

ARTICLE 8 - GRIEVANCE PROCEDURE

8.02 Where an employee alleges that the Employer has violated any provision of this Agreement, the following procedure shall apply:

Step One: Within ten (10) working days after the alleged grievance has arisen or of the employee becoming aware of the grievance, the employee may present his/her grievance in writing to his/her non-union supervisor or Department Head. The representatives of the Union and of the Employer including the Human Resources Division shall meet to try to resolve the grievance prior to proceeding to Step 2 of the grievance procedure. If the employee does not receive a reply or a satisfactory settlement within ten (10) working days from the date on which the employee presented their grievance at this level, they may proceed to Step Two.

Step Two: Within ten (10) working days from the expiration date referred to in Step One, the employee may present their grievance in writing to the City Administrator or designate. The representatives of the Union and of the Employer shall meet to try to resolve the grievance prior to the Union giving the notice to refer the grievance to arbitration.

If the employee does not receive a reply or a satisfactory settlement of their grievance within ten (10) working days of presenting the grievance at this

level, the employee may refer the grievance to arbitration as provided for in Article 9 within twenty (20) working days from the date on which they should have received a reply or satisfactory settlement of their grievance.

The Parties acknowledge the benefit of prompt and effective resolution of grievances and agree that grievance mediation is one method to accomplish this. It is therefore agreed that the Grievance Mediation Process approved by the Municipal Sector Labour/Management Decision-Makers Committee, 1996 January 10 may be used at any step of the Grievance Procedure after Step 1.

PROPOSED WORDING:

ARTICLE 8 - GRIEVANCE PROCEDURE

8.02 Where an employee alleges that the Employer has violated any provision of this Agreement, the following procedure shall apply:

Step One: Within ten (10) working days after the alleged grievance has arisen or of the employee becoming aware of the grievance, the employee may present **their** grievance in writing to **their** non-union supervisor or Department Head. The representatives of the Union and of the Employer including the Human Resources Division shall meet to try to resolve the grievance prior to proceeding to Step 2 of the grievance procedure. If the employee does not receive a reply or a satisfactory settlement within ten (10) working days from the date on which the employee presented their grievance at this level, they may proceed to Step Two.

Step Two: Within ten (10) working days from the expiration date referred to in Step One, the employee may present their grievance in writing to the City Administrator or designate. The representatives of the Union and of the Employer shall meet to try to resolve the grievance prior to the Union giving the notice to refer the grievance to arbitration.

If the employee does not receive a reply or a satisfactory settlement of their grievance within ten (10) working days of presenting the grievance at this level, the employee may refer the grievance to arbitration as provided for in Article 9 within twenty (20) working days from the date on which they should have received a reply or satisfactory settlement of their grievance.

The Parties acknowledge the benefit of prompt and effective resolution of grievances and agree that grievance mediation is one method to accomplish this. It is therefore agreed that the Grievance Mediation Process approved by the Municipal Sector Labour/Management Decision-Makers

Committee, 1996 January 10 may be used at any step of the Grievance Procedure after Step 1.

AMEND ARTICLE 10.06 AS FOLLOWS:

CURRENT WORDING:

10.06 An employee may review his record upon reasonable notice to the Employer and, upon request, the Employer shall provide him with a copy of his service record.

PROPOSED WORDING:

10.06 An employee may review **their** record upon reasonable notice to the Employer and, upon request, the Employer shall provide **them** with a copy of **their** service record.

AMEND ARTICLE 12.02 AS FOLLOWS:

CURRENT WORDING:

12.02 Seniority Lists: Seniority lists shall include the names of all employees covered by this Agreement, their classification, date of hire, seniority date, sick leave credits, vacation credits and date of posting. Seniority lists will be forwarded to the Union within thirty (30) days of the signing of this Agreement and by February 15th of each subsequent year.

PROPOSED WORDING:

12.02 Seniority Lists: **Seniority lists shall include the names of all employees covered by this Agreement, their classification, date of hire, seniority date.** Seniority lists will be forwarded to the Union within thirty (30) days of the signing of this Agreement and by **March 1** of each **calendar** year.

AMEND ARTICLE 13.02, 13.04 AND 13.07 AS FOLLOWS:

CURRENT WORDING:

13.01 It shall be the policy of the City to make promotions and staff changes on the basis of qualifications, ability, and seniority. Further, it shall be the policy to encourage opportunities for training of employees in order that such employees can assume greater responsibilities.

13.02 Within ten (10) days of the Employer deciding to fill a vacancy or establish a new position, the Employer agrees to notify the Union in writing and to

post notices of such positions and/or vacancies in City Hall and other work places covered by this bargaining unit for a minimum of ten (10) working days. The applications shall be processed after the 10-day posting and the position shall be filled within sixty (60) working days of the closing of the posting or the Union shall be notified of the reason for any delay. By mutual agreement of the City and the Union executive, external advertising may take place at the same time as internal posting.

- 13.03 Where possible, formal training opportunities shall be posted in appropriate locations for all employees.
- 13.04 There shall be a trial period of two (2) months for any employee promoted or transferred to a new position. Conditional on satisfactory performance, the employee shall be confirmed in the position after the two (2) month trial period. In the event that, during the trial period, the employee proves unsatisfactory in the new position or has requested to return to his or her former position, the employee shall be so returned without loss of seniority, salary, or benefits. Any other employee displaced because of this action shall also be adjusted accordingly.
- 13.05 Information on Posting - Such notice shall contain the following information: nature of posting, qualifications, required knowledge and education, wages and department.
- 13.06 In filling a job vacancy, the Employer will endeavour to fill the vacancy within two (2) months from the closing date of the posting.
- 13.07 The Employer shall, following the filling of a vacancy, post notices indicating the successful candidate who has been given the position.

PROPOSED WORDING:

- 13.01 It shall be the policy of the City to make promotions and staff changes on the basis of qualifications, ability, and seniority. Further, it shall be the policy to encourage opportunities for training of employees in order that such employees can assume greater responsibilities.
- 13.02 (a) Within ten (10) days of the Employer deciding to fill a vacancy or establish a new position, the Employer agrees to notify the Union in writing and to post notices of such positions and/or vacancies in City Hall and other work places covered by this bargaining unit for a minimum of ten (10) working days. The applications shall be processed after the 10-day posting and the position shall be filled within sixty (60) working days of the closing of the posting or the Union shall be notified of the reason for any delay. **If the promotion has been delayed by the employer and has a monetary****

increase, then said employee shall be moved to the higher pay scale, as indicated by the start date in the offer of employment.

(b) The parties agree that external advertising may take place at the same time as an internal posting. The applications that are not internal to the bargaining unit will not be shared until all internal applications have been through the competition process.

13.03 Where possible, formal training opportunities shall be posted in appropriate locations for all employees.

13.04 There shall be a trial/**training** period of two (2) months for any employee promoted or transferred to a new position. Conditional on satisfactory performance, the employee shall be confirmed in the position after the two (2) month trial/**training** period. In the event that, during the trial/**training** period, the employee proves unsatisfactory in the new position or has requested to return to **their** former position, the employee shall be so returned without loss of seniority, salary, or benefits. Any other employee displaced because of this action shall also be adjusted accordingly **and moved back to their former position.**

13.05 Information on Posting - Such notice shall contain the following information: nature of posting, qualifications, required knowledge and education, wages and department.

13.06 In filling a job vacancy, the Employer will endeavour to fill the vacancy within two (2) months from the closing date of the posting.

13.07 The Employer shall, **within seven (7) days of awarding a position, will forward a copy of the offer of employment to the Recording Secretary of the Union.**

AMEND ARTICLE 15.01 AS FOLLOWS:

CURRENT WORDING:

15.01 The regular hours of work for employees in the position of Communications Operator, Maintenance Worker, Parking Bylaw Officer, Unit Supervisor – Rink, Unit Supervisor – Sportfield Maintenance, Unit Supervisor – Pool Maintenance, shall be forty (40) hours per week save and except Maintenance Workers and Recreation Leaders who work in the areas of 1) Arena(s) 2) Sportfield(s) or the 3) Indoor Pool whose hours of work shall be one hundred and sixty (160) hours averaged over four (4) consecutive weeks.

PROPOSED WORDING:

15.01 The regular hours of work for employees in the position of Communications Operator, Maintenance Worker, Parking Bylaw Officer, Unit Supervisor – Arenas, Unit Supervisor – Sportfield Maintenance, Unit Supervisor – Pool Maintenance, shall be forty (40) hours per week.

Maintenance Workers and Recreation Leaders who work in the areas of 1) Arena(s) 2) Sportfield(s)/**Outdoor Rink(s)** or the 3) Indoor Pool whose hours of work shall be one hundred and sixty (160) hours averaged over four (4) consecutive weeks. **The four (4) consecutive weeks shall be established within the first pay period of the calendar year.**

AMEND ARTICLE 15.03 (c), (g) & (j) AS FOLLOWS:

CURRENT WORDING:

15.03 The hours of work for the Communications Operators shall be as follows:

- (a) The Communications Centre shall operate on a Platoon system using a twelve (12) hour shift schedule. The schedule in effect on 1993 January 01 shall remain in effect for the duration of this contract unless changed by mutual agreement of the parties.
- (b) Employees working the twelve (12) hour shift shall be granted floater hours. Floater hours are defined as scheduled hours in excess of 2087 hours per year. Employees receiving floater hours shall have the option of taking time off or to receive pay for the floater hours at straight time. The Employer has the right to pay for floater hours not used as time off. Any floater hours earned and not used as time off by July 1st shall be paid out on the first pay in July to the employee. Any floater hours earned and not used or scheduled as time off up to and including December 31 of that year will be paid on the first pay period in December of that year.
- (c) An Operator working twelve (12) hour shifts who have been off sick for more than thirty (30) consecutive days shall not accumulate additional floater hours and statutory holidays will be prorated. Operators will continue to be compensated as per a forty (40) hour work week.

- (d) Operators working shifts will be permitted to take a paid lunch break of one half (1/2) hour at a time arranged between the operators on duty in the Communications Centre.
- (e) An Operator who wishes to extend their break time may take an additional one half (1/2) hour, if it is convenient to operating conditions in the Communications Centre, and the time will be charged to the Operator's Stat hours or floater hours.
- (f) Communications Operators working the twelve (12) hour shift shall annually have the equivalent of twelve (12) twelve (12) hour working days in lieu of Statutory Holidays. The number of Stats will be pro-rated for those Operators working less than a full year on the twelve (12) hour shift.
- (g) Notwithstanding Article 16.01, Operators working the twelve (12) hour shift will be paid for all overtime at the rate of time and one half (1-1/2), except that Operators who attend voluntary training at the request of the Employer shall be paid at straight time rate. Overtime shall be compensated either in pay or compensating time off at the same rate by mutual agreement of the parties. If mutual agreement is not possible, then the overtime rate shall be paid within thirty (30) days of the overtime worked.
- (h) Bereavement leave will be granted in accordance with Article 20.03 except that a twelve (12) hour shift will be considered a day.

PROPOSED WORDING:

15.03 The hours of work for the Communications Operators shall be as follows:

- (a) The Communications Centre shall operate on a Platoon system using a twelve (12) hour shift schedule. The schedule in effect on 1993 January 01 shall remain in effect for the duration of this contract unless changed by mutual agreement of the parties.
- (b) Employees working the twelve (12) hour shift shall be granted floater hours. Floater hours are defined as scheduled hours in excess of 2087 hours per year. Employees receiving floater hours shall have the option of taking time off or to receive pay for the floater hours at

straight time. The Employer has the right to pay for floater hours not used as time off. Any floater hours earned and not used as time off by July 1st shall be paid out on the first pay in July to the employee. Any floater hours earned and not used or scheduled as time off up to and including December 31 of that year will be paid on the first pay period in December of that year.

- (c) An Operator working twelve (12) hour shifts who **has** been off sick **or on a modified work schedule of 40 hours or less**, for more than thirty (30) consecutive days shall not accumulate additional floater hours and statutory holidays will be prorated. Operators will continue to be compensated as per a forty (40) hour work week.
- (d) Operators working shifts will be permitted to take a paid lunch break of one half (1/2) hour at a time arranged between the operators on duty in the Communications Centre.
- (e) An Operator who wishes to extend their break time may take an additional one half (1/2) hour, if it is convenient to operating conditions in the Communications Centre, and the time will be charged to the Operator's Stat hours or floater hours.
- (f) Communications Operators working the twelve (12) hour shift shall annually have the equivalent of **thirteen (13)** twelve (12) hour working days in lieu of Statutory Holidays. The number of Stats will be pro-rated for those Operators working less than a full year on the twelve (12) hour shift.
- (g) Notwithstanding Article 16.01, Operators working the twelve (12) hour shift will be paid for all overtime at the rate of time and one half (1-1/2), except that Operators who attend voluntary training at the request of the Employer shall be paid at straight time rate. Overtime shall be compensated either in pay or compensating time off at the same rate by mutual agreement of the parties. If mutual agreement is not possible, then the overtime rate shall be paid within thirty (30) days of the overtime worked.
- (h) Bereavement leave will be granted in accordance with Article 20.03 except that a twelve (12) hour shift will be considered a day.
- (j) **Wellness/Family days shall be granted as per the corresponding articles and the day shall be considered as a twelve (12) hour day.**

AMEND ARTICLE 16.03 AS FOLLOWS:

CURRENT WORDING:

- 16.03 (a) Because of the nature of the employment, employees in the classification of Unit Supervisor - Rink, Sport field Maintenance or Pool Maintenance who work beyond their normal hours of work will be entitled to time off at straight time rate in lieu of overtime pay.
- (b) Article 16.06(a) will apply to Unit Supervisors who are called out between the hours of 12:30am to 5:30am.

PROPOSED WORDING:

- 16.03 (a)** Because of the nature of the employment, employees in the classification of an **Acting** Unit Supervisor – **Arenas**, Sport field Maintenance or Pool Maintenance who work beyond their normal hours of work will be entitled to time off at straight time rate in lieu of overtime pay.
- (b)** Article 16.06(a) will apply to **Acting** Unit Supervisors who are called out between the hours of 12:30am to 5:30am.

AMEND ARTICLE 17.01, 17.08 AS FOLLOWS. DELETE ARTICLE 17.07 (c):

CURRENT WORDING:

17.01 The Employer recognizes the following as paid statutory holidays:

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

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

When Christmas Day falls on a Monday, Tuesday, Wednesday, or Thursday, December 25th and December 26th shall be considered as paid statutory holidays with time off.

When Christmas Day falls on a Friday, employees shall have Friday, Saturday, Sunday and Monday off.

When Christmas Day falls on a Saturday, employees shall have Saturday, Sunday, Monday and Tuesday off.

When Christmas day falls on Sunday, employees shall have Saturday, Sunday, Monday and Tuesday off.

The above statutory holidays shall be paid to all employees at their current regular rates of pay.

17.07 Any employee other than a permanent employee shall be entitled to statutory holidays as set forth in 17.01 provided:

- (a) They have been employed for more than ninety (90) days in the twelve (12) months preceding the statutory holiday;
- (b) They earned wages for at least fifteen (15) of the thirty (30) days prior to the statutory holiday;
- (c) They worked their regularly scheduled day of work preceding and following the statutory holiday unless excused for legitimate reasons.

17.08 Communications Operators shall have the equivalent of twelve (12) twelve (12) hour working days in lieu of statutory holidays.

PROPOSED WORDING:

17.01 The Employer recognizes the following as paid statutory holidays:

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

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

The following will only apply to those members whose regular schedule is from Monday – Friday every week:

When Christmas Day falls on a Monday, Tuesday, Wednesday, or Thursday, December 25th and December 26th shall be considered as paid statutory holidays with time off.

When Christmas Day falls on a Friday, employees shall have Friday, Saturday, Sunday and Monday off.

When Christmas Day falls on a Saturday, employees shall have Saturday, Sunday, Monday and Tuesday off.

When Christmas day falls on Sunday, employees shall have Saturday, Sunday, Monday and Tuesday off.

The above statutory holidays shall be paid to all employees at their current regular rates of pay.

17.07 Any employee other than a permanent employee shall be entitled to statutory holidays as set forth in 17.01 provided:

(a) They have been employed for more than ninety (90) days in the twelve (12) months preceding the statutory holiday;

(b) They earned wages for at least fifteen (15) of the thirty (30) days prior to the statutory holiday;

17.08 Communications Operators shall have the equivalent of **thirteen (13)** twelve (12) hour working days in lieu of statutory holidays.

AMEND ARTICLE 18.02, DELETE ARTICLE 18.04 AND RENUMBER. AMEND 18.06 AS FOLLOWS:

CURRENT WORDING:

18.02 Employees will be entitled to take their vacation during the year in which it is earned. During an employee's probationary period he/she will only be permitted to take vacation already accrued.

18.03 When a Statutory Holiday falls within vacation period of an employee, that holiday may be taken the next working day immediately following the vacation period.

18.04 Vacation pay shall be paid on the pay day preceding the employee's vacation period upon the request of the employee one full week prior to such pay day.

- 18.05 An employee terminating their employment at any time in their vacation or before they have had his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.
- 18.06 Where an employee terminates their employment for any reason, the Employer shall be entitled to recover any outstanding advance of vacation leave granted to the employee from any monies due to the employee on his termination.
- 18.07 In the selection of vacation dates, employees will be allowed to exercise their choice, within their department, in accordance with their general seniority, bearing in mind that the work routine is disrupted as little as possible. It is understood between the parties that no annual vacation leave credit should be carried forward out of the year in which they are earned except by mutual agreement of the employee and the Department Head. Notwithstanding the above, when an employee is off work because of sickness or accident, they may, with the mutual agreement of his Department Head, carry forward his vacation leave credits to the following year or be paid in lieu.

PROPOSED WORDING:

- 18.02** Employees will be entitled to take their vacation during the year in which it is earned. During an employee's probationary period **they** will only be permitted to take vacation already accrued.
- 18.03 When a Statutory Holiday falls within vacation period of an employee, that holiday may be taken the next working day immediately following the vacation period.
- 18.04** An employee terminating their employment at any time in their vacation or before they have had **their** vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.
- 18.05** Where an employee terminates their employment for any reason, the Employer shall be entitled to recover any outstanding advance of vacation leave granted to the employee from any monies due to the employee on **their** termination.
- 18.06** In the selection of vacation dates, employees will be allowed to exercise their choice, within their department, in accordance with their general seniority, bearing in mind that the work routine is disrupted as little as possible. It is understood between the parties that no annual vacation leave credit should be carried forward out of the year in which they are earned except by mutual agreement of the employee and the Department Head.

Notwithstanding the above, when an employee is off work because of sickness or accident, they may, with the mutual agreement of **their** Department Head, carry forward **their** vacation leave credits to the following year or be paid in lieu. **It is further understood that employees electing to purchase pro-rated leave outside of the collective agreement Article 18, will have the opportunity to choose that time once all employees in that division have selected their annual vacation in accordance with Article 18.06.**

AMEND ARTICLE 19.04 AND INSERT NEW ARTICLE 19.05 AND RENUMBER AS FOLLOWS:

CURRENT ARTICLE:

- 19.04 An employee who will be absent from work on account of sickness or accident shall cause the Employer to be informed, if possible prior to his scheduled reporting time, by contacting his supervisor, if available, for the purpose of discussing the reason for absence and the expected date of return to work.
- 19.05 The parties agree to form a committee consisting of two employee representatives and two employer representatives to implement an attendance management program, and to review absence statistics and interview employees whose record of absence is deemed to warrant such action.
- 19.06 An annual Wellness Award will be provided to employees as follows:
- a) 0 to 1-day sick leave used per calendar year – 2 day leave or pay;
 - b) More than 1 day but not more than 3 days sick leave used per calendar year – 1 day leave or pay.

The above figures are prorated for any employee who starts employment part way through the year.

The use of Wellness Leave is subject to mutual agreement between the employee and his/her Supervisor but must be taken in the year after it is earned, or it is forfeited.

PROPOSED WORDING:

- 19.04 An employee who will be absent from work on account of sickness or accident shall inform the Employer, if possible prior to their scheduled reporting time, by contacting their supervisor, if available, for the purpose of discussing the expected date of return to work.**

19.05 **Requests for sick notes and/or Attending Physicians Statement/ Functional Abilities Form will follow City policy (Attendance Management COR-WI-036)**

19.06 The parties agree to form a committee consisting of two employee representatives and two employer representatives to implement an attendance management program, and to review absence statistics and interview employees whose record of absence is deemed to warrant such action.

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

- c) 0 to 1-day sick leave used per calendar year – 2 day leave or pay;
- d) More than 1 day but not more than 3 days sick leave used per calendar year – 1 day leave or pay.

The above figures are prorated for any employee who starts employment part way through the year.

The use of Wellness Leave is subject to mutual agreement between the employee and **their** Supervisor but must be taken in the year after it is earned, or it is forfeited.

AMEND ARTICLE 20.06 AS FOLLOWS:

CURRENT WORDING:

20.06 Family Days - Permanent employees will be granted up to three (3) “family days” per year for the immediate and temporary care of a family member.

PROPOSED WORDING:

20.06 Family Days - Permanent employees will be granted up to three (3) “family days” per year for the **immediate or temporary** care of a family member.

AMEND TITLE TO REFLECT CHILD CARE LEAVE, AMEND ARTICLE 21.01 a, b, c, f,
DELETE ARTICLE 21.01 d, e.

CURRENT WORDING:

21.01 (a) Notwithstanding the provisions of the Employment Standards Act with respect to maternity leave, the parties agree that the following provisions shall apply:

Maternity Leave is a period of leave without pay available to a female employee who is the natural parent of a newborn child. This leave may commence at any time within eleven (11) weeks before the specified date of delivery to the day of actual delivery.

- (b) Maternity leave may be for a term of up to seventeen (17) weeks. An employee, entitled to maternity leave, will be required to complete a two week waiting period before maternity leave benefits become available under the Employment Insurance Act. Providing that there is a Supplemental Unemployment Benefit (SUB) program in place, benefits will be available to the employee during this two week waiting period and for a further period of up to fifteen (15) weeks. The employee must provide the Employer with proof of receipt of EI benefits to be eligible to receive the benefits of the SUB after the first two weeks of benefit.
- (c) An employee shall notify her Department Head at least three (3) months prior to her expected delivery date.
- (d) A pregnant employee shall provide the Employer with a medical certificate at the end of the seventh month of pregnancy and thereafter, upon request of the Employer, confirming that her health will permit continuation of work.
- (e) Notwithstanding the above, the Department Head may direct an employee who is pregnant to proceed on maternity leave at any time within three (3) weeks immediately prior to the anticipated delivery date where, in his/her opinion, the interest of the Employer so requires

- (f) Premiums for mandatory benefits – Health, Dental, Long Term Disability, Accident Death and Dismemberment and optional life insurance (excluding City of Fredericton Shared Risk Plan) shall be paid by the Employer, on behalf of the employee, during the period of maternity leave. No Benefit Spending Allowance (BSA) will be paid during the maternity leave period.
- (g) An employee shall not accumulate vacation while on maternity or parental leave but shall accumulate seniority for such leave. An employee on maternity leave may accrue pensionable service for such leave, provided arrangements are made by the employee to pay both shares of the required pension contributions within one year of return to work.
- (h) At least twenty (20) working days prior to the scheduled date for return to duty, the employee shall notify the Employer of her intention regarding return. As a condition of returning to duty and prior to terminating her maternity leave, the employee must submit a doctor's certificate to the Employer stating that she is medically fit to return to duty.
- (i) On return to duty after a period of maternity leave, the employee shall be placed in the position she held prior to going on maternity leave, with the appropriate wage rate and benefits.
- (j) Should an employee not return to work after a period of maternity leave, parental leave and any approved extension thereof, she will be deemed to have terminated her employment. In such cases, she will be required to reimburse the Employer for the full amount of benefit premiums paid on her behalf during such leave period.

PROPOSED WORDING:

ARTICLE 21 – MATERNITY/CHILD CARE LEAVE

- 21.01** (a) Notwithstanding the provisions of the *Employment Standards Act* with respect to maternity leave, the parties agree that the following provisions shall apply:

Maternity Leave is a period of leave without pay available to **any pregnant** employee who is the natural parent of a newborn child. This leave may commence at any time within eleven (11) weeks before the specified date of delivery to the day of actual delivery.

- (b) Maternity leave may be for a term of up to seventeen (17) weeks. An employee, entitled to maternity leave, will be required to complete a **one** week waiting period before maternity leave benefits become available under the Employment Insurance Act. Providing that there is a Supplemental Unemployment Benefit (SUB) program in place, benefits will be available to the employee during this **one** week waiting period and for a further period of up to **sixteen (16)** weeks. The employee must provide the Employer with proof of receipt of EI benefits to be eligible to receive the benefits of the SUB after the first two weeks of benefit.
- (c) An employee shall notify **their** Department Head at least **four (4)** months prior to **their** expected delivery date.
- (d) Premiums for mandatory benefits – Health, Dental, Long Term Disability, Accident Death and Dismemberment and optional life insurance (excluding City of Fredericton Shared Risk Plan) shall be paid by the Employer, on behalf of the employee, during the period of maternity leave. No Benefit Spending Allowance (BSA) will be paid during the maternity leave period.
- (e) An employee shall not accumulate vacation while on maternity or parental leave but shall accumulate seniority for such leave. An employee on maternity leave may accrue pensionable service for such leave, provided arrangements are made by the employee to pay both shares of the required pension contributions within one year of return to work.
- (f) At least twenty (20) working days prior to the scheduled date for return to duty, the employee shall notify the Employer of **their** intention regarding return.
- (g) On return to duty after a period of maternity leave, the employee shall be placed in the position **they** held prior to going on maternity leave, with the appropriate wage rate and benefits.
- (h) Should an employee not return to work after a period of maternity leave, parental leave and any approved extension thereof, **they** will be deemed to have terminated **their** employment. In such cases, **they** will be required to reimburse the Employer for the full amount of benefit premiums paid on **their** behalf during such leave period

AMEND ARTICLE 24.01 AND INSERT NEW ARTICLE 24.04 AS FOLLOWS:

CURRENT WORDING:

24.01 When an employee is assigned the duties and responsibilities of a more senior position within the bargaining unit, for a period of one (1) day or longer, the employee will be paid at the first rate of pay for the higher classification or five (5) percent more of his/her present rate of pay, whichever is the greater for the period so worked. In no case shall the eligible employee be paid an amount greater than the maximum for that higher classification to which the employee is assigned.

PROPOSED WORDING:

24.01 When an employee is assigned the duties and responsibilities of a more senior position within the bargaining unit, for a period of one (1) day or longer, the employee will be paid at the first rate of pay for the higher classification or five (5) percent more of **their** present rate of pay, whichever is the greater for the period so worked. In no case shall the eligible employee be paid an amount greater than the maximum for that higher classification to which the employee is assigned.

24.04 **When a temporary assignment occurs within the bargaining unit that is planned to be more than three (3) months due to an employee going on a planned leave of absence or is off due to illness or injury, that position shall be posted as a temporary assignment as per Article 13. Once the temporary assignment is complete, that employee shall return to their former position without loss of seniority or benefits.**

AMEND ARTICLE 27.01 AS FOLLOWS:

CURRENT WORDING:

27.01 Employees shall receive the per kilometer rate as set by City policy for the use of their personal vehicle in the conduct of their duties and responsibilities.

PROPOSED WORDING:

27.01 Employees shall receive the per kilometer rate as set by City policy for the use of their personal vehicle in the conduct of their duties and responsibilities, **if directed to do so by management.**

AMEND ARTICLE 30.01 AS FOLLOWS:

CURRENT WORDING:

- 30.01 1. The employer agrees to provide a pensionable Benefit Spending Allowance (BSA) for each permanent full-time employee in the amount of \$210 bi-weekly effective the first pay following the signing of the collective agreement. This BSA amount will be used to purchase the mandatory benefits listed below and other benefits as directed by the employee in conformity with the provisions of this article.
2. 2021 January 1 increase NB CPI percent
 2022 January 1 NB CPI (minimum 1.5%)

PROPOSED WORDING:

- 30.01** The employer agrees to provide a pensionable Benefit Spending Allowance (BSA) for each permanent full-time employee in the amount of **\$240 bi-weekly effective the first pay following the signing of the collective agreement and a NB CPI increase in year 2024, 2025, 2026**. This BSA amount will be used to purchase the mandatory benefits listed below and other benefits as directed by the employee in conformity with the provisions of this article.

AMEND ARTICLE 31.01 (c) AS FOLLOWS:

CURRENT WORDING:

- 31.01 (c) In cases of sexual harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the complaint. In cases where the sexual harassment may result in the transfer of an employee, where possible, it shall be the harasser who is transferred. The employee who is being harassed will not be transferred against his/her will.

PROPOSED WORDING:

- 31.01** **(c)** In cases of sexual harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the complaint. In cases where the sexual harassment may result in the transfer of an employee, where possible, it shall be the harasser who is

transferred. The employee who is being harassed will not be transferred against **their** will.

AMEND ARTICLE 33.01 AS FOLLOWS:

CURRENT WORDING:

33.01 The parties agree that an employee's ability to provide service, with a minimum of delay, depends in part on the location of that employee's residence. The City reserves the right to decide whether an employee's place of residence reasonably permits him/her to meet this job requirement. Notwithstanding the foregoing, employees will be permitted to locate their residence within twenty (20) kilometers of the City limits. An employee will not be required to move from their current (Date of Agreement) residence to comply with this Article. Exceptions to the above agreement will not be unreasonably withheld by the Employer.

PROPOSED WORDING:

33.01 The parties agree that an employee's ability to provide service, with a minimum of delay, depends in part on the location of that employee's residence. The City reserves the right to decide whether an employee's place of residence reasonably permits **them** to meet this job requirement. Notwithstanding the foregoing, employees will be permitted to locate their residence within twenty (20) kilometers of the City limits. An employee will not be required to move from their current (Date of Agreement) residence to comply with this Article. Exceptions to the above agreement will not be unreasonably withheld by the Employer.

AMEND ARTICLE 36.01 AS FOLLOWS:

CURRENT WORDING:

36.01 (c) Benefits: A temporary employee who has accrued twelve months of employment service with the Employer, or a temporary employee who is hired for a temporary assignment of greater than one year will be required to participate in the City of Fredericton benefit plans except Long Term Disability Plan. The employer will provide a Benefits Spending Allowance of \$90.00 biweekly upon the signing of the collective agreement and a NB CPI increase in year 2021 and in year 2022 (with a minimum of 1.5% in year 2022) to each eligible temporary employee.

PROPOSED WORDING:

- 36.01** (c) Benefits: A temporary employee who has accrued twelve months of employment service with the Employer, or a temporary employee who is hired for a temporary assignment of greater than one year will be required to participate in the City of Fredericton benefit plans except Long Term Disability Plan. The employer will provide a Benefits Spending Allowance of **\$150.00 biweekly upon the signing of the collective agreement and a NB CPI increase in year 2024, 2025, 2026** to each eligible temporary employee.

AMEND ARTICLE 37.01 AS FOLLOWS:

CURRENT WORDING:

- 37.01 A permanent part-time employee is required to serve the probationary period as per Article 6.03.

A permanent part-time employee will participate in all City of Fredericton benefits plans except Long Term Disability Plan.

The employer will provide a Benefits Spending Allowance of \$90.00 biweekly upon the signing of the collective agreement and a CPI increase in years 2021 and 2022 (minimum 1.5%) to each eligible permanent part time employee.

A permanent part-time employee will receive vacation as outlined in Article 18.01. Vacation hours will be prorated based on hours worked.

PROPOSED WORDING:

- 37.01** A permanent part-time employee is required to serve the probationary period as per Article 6.03.

A permanent part-time employee will participate in all City of Fredericton benefits plans except Long Term Disability Plan.

The employer will provide a Benefits Spending Allowance of **\$150.00 biweekly upon the signing of the collective agreement and a NB CPI**

increase in years 2024, 2025, 2026 to each eligible permanent part time employee.

A permanent part-time employee will receive vacation as outlined in Article 18.01. Vacation hours will be prorated based on hours worked

AMEND ARTICLE 38.01 AS FOLLOWS:

CURRENT WORDING:

38.01 This Agreement shall come into force as of January 01, 2019 and shall expire on December 31, 2022, provided however, that where notice to bargain has been given by either party in accordance with Section 33 of the Industrial Relations Act with a view to the renewal or revisions of this Agreement or the making of a new Agreement, this Agreement shall continue in full force and effect until,

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

or

(b) a lawful strike or lockout occurs in accordance with the provisions of the Industrial Relations Act.

PROPOSED WORDING:

38.01 This Agreement shall come into force as of **January 01, 2023 and shall expire on December 31, 2026**, provided however, that where notice to bargain has been given by either party in accordance with Section 33 of the Industrial Relations Act with a view to the renewal or revisions of this Agreement or the making of a new Agreement, this Agreement shall continue in full force and effect until,

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

or

- (b) a lawful strike or lockout occurs in accordance with the provisions of the Industrial Relations Act.

INSERT NEW LETTER OF AGREEMENT – BENEFITS AS FOLLOWS:

LETTER OF AGREEMENT

BENEFITS

The Employer is currently undertaking a review of Employee Benefits and the Benefit Spending Allowance (BSA).

The Employer agrees that the Union, along with all other bargaining units and individual employees, will be consulted as the review progresses.

At the completion of the benefits review should options be identified that may reduce cost to the employees, both parties agree to review the BSA allowance.

This Letter of Agreement expires on December 31, 2026

INSERT NEW LETTER OF AGREEMENT – FAMILY/WELLNESS DAYS AS FOLLOWS:

LETTER OF AGREEMENT

FAMILY AND WELLNESS DAYS

Following the outcome of the City's review of the application of family and wellness days, the parties will review the findings and may mutually agree to implement the proposed changes during the life of this agreement.

INSERT NEW LETTER OF AGREEMENT – OUTDOOR RINK MAINTENANCE

LETTER OF AGREEMENT

OUTDOOR RINK MAINTENANCE

The regular hours of work shall be between the hours of 5:30am and 12:30am and shall be 160 hours averaged over four (4) consecutive weeks as per Article 15.01.

If operational requirements change during the life of this agreement the Employer reserves the right to modify or add a regular shift extending into the hours of 12:30am to 5:30am, in consultation with the Union. In such circumstances the modified or new regular shift will be paid according to the regular hourly rate (or salary).

Employees who are required to work the regular shifts shall be given a minimum of two weeks' notice prior to the implementation of a change in shift, unless the parties mutually agree upon a shorter notice period.

AMEND LETTER OF AGREEMENT – PARKING OR TRANSIT AS FOLLOWS:

LETTER OF AGREEMENT

PARKING or TRANSIT

The City will provide a parking or a transit pass for CUPE Local 1709 members for the duration of this Agreement.

Parking and Transit privileges are subject to a taxable benefit payable to *Revenue Canada* as part of your total income tax deduction.

This letter of agreement expires on **Dec 31st 2026**

AMEND LETTER OF AGREEMENT – RED CIRCLED EMPLOYEES AS FOLLOWS:

LETTER OF AGREEMENT

RED CIRCLED EMPLOYEES

The parties agree that providing the listed employees remain in their current jobs, their biweekly salaries will be in accordance with the following:

Name	Job Title	Level	2023	2024	2025	2026
Hagerman, Carson C	Clerk - Senior - Stores & Purch	I	2,478.44	NBCPI	NBCPI	NBCPI
Phillips, Dianne	Administrative Assistant	H	2,361.94	NBCPI	NBCPI	NBCPI
Cornford, Kathy	Clerk – Senior	I	2,478.44	NBCPI	NBCPI	NBCPI
Vroom, Karl	Maintenance	Hourly Rate	28.78	NBCPI	NBCPI	NBCPI
Dickey, Michael	Maintenance	Hourly Rate	31.36	NBCPI	NBCPI	NBCPI

AMEND LETTER OF AGREEMENT – SUMMER OFF PROGRAM AS FOLLOWS:

LETTER OF AGREEMENT

SUMMER OFF PROGRAM

It is agreed between the parties that a leave without pay program be established as follows:

- (a) Upon the written request of the employee, submitted at least four (4) weeks prior to January 01, and with the approval of the employee's Department Head, the employee may be granted a leave without pay of between four (4) to ten (10) consecutive calendar weeks, during the period May 01 to August 31.
- (b) The employee may opt to have their regular bi-weekly pay rate, and their BSA reduced on a pro-rata basis, during the year in which the leave occurs, so as to maintain a continuous income, including the period of leave. (e.g. if a person takes a four (4) week Summer Off leave, their pay rate will be reduced by 4/52 and paid on

a normal basis, i.e. if an individual's regular bi-weekly pay is \$1000, they will have their pay rate adjusted to \$923.08 bi-weekly and still be paid 26 times during the year).

- (c) During the period of leave without pay the employee will assume the full cost of normal benefits except Shared Risk Plan which will continue to be paid on a cost shared basis. LTD premiums will be paid on the regular salary because the benefit is based on the regular salary.
- (d) If the employee applies to cancel an approved leave prior to actually starting the leave and the Employer approves, any salary already deferred will be returned to the employee as a lump sum addition to their adjusted pay and their rate of pay will be returned to the regular rate.

This letter of agreement expires on **Dec 31st 2026**.

*Reopener: Should City policy COR-OP-105 change over the term of the Collective Agreement – CUPE Local 1709 reverts back to the attached Summer Off Program - Letter of Agreement

AMEND LETTER OF AGREEMENT – JOB DESCRIPTIONS AS FOLLOWS:

LETTER OF AGREEMENT

JOB DESCRIPTIONS

The City will provide CUPE Local 1709 copies of job descriptions for all classifications in Appendix B and B1 within six (6) months of the signing of this agreement.

The Employer shall provide the Union with any changes or additions to job descriptions during the duration of this agreement.

This letter of agreement expires on **Dec 31st, 2026**

AMEND APPENDIX A - SALARY SCALES AS FOLLOWS:

2023 – NBCPI (5.38%)

2024 – NBCPI (TBD)

2025 – NBCPI (TBD)

2026 – NBCPI (TBD)

Temporary/Seasonal \$16.50 (NBCPI 2024, 2025, 2026)

**2023
Effective 2022 December 25
5.38%**

	I	II	III	IV
A	1,415.24	1,457.73	1,501.46	1,546.49
B	1,521.85	1,567.53	1,614.56	1,662.99
C	1,628.47	1,677.32	1,727.65	1,779.48
D	1,735.08	1,787.13	1,840.76	1,895.98
E	1,841.70	1,896.96	1,953.86	2,012.47
F	1,948.30	2,006.76	2,066.96	2,128.96
G	2,054.91	2,116.57	2,180.05	2,245.45
H	2,161.51	2,226.35	2,293.15	2,361.94
I	2,268.13	2,336.17	2,406.27	2,478.44
J	2,374.74	2,445.97	2,519.36	2,594.93
K	2,481.34	2,555.78	2,632.46	2,711.43
L	2,502.52	2,577.72	2,655.12	2,734.69
M	2,587.95	2,665.58	2,745.56	2,827.92
N	2,801.36	2,885.53	2,972.17	3,061.25
	Temporary/Seasonal			16.50
	Maintenance Worker I			26.33

	Maintenance Worker II	27.02
	Maintenance Worker III	28.78
	Maintenance Worker IV	31.36

AMEND APPENDIX B AS FOLLOWS :

APPENDIX B - CUPE LOCAL 1709 CLASSIFICATIONS AND POSITIONS

Classifications	Positions	Level	
Communications Operator	Communication Operator II	N	
	Supervisor - Unit-Pool Maintenance – Building Services	M	
	Supervisor - Unit – Rink – Building Services	M	
	Supervisor - Sport field Maintenance – Building Services	M	
Administrator	Administrator – Benefits Administrator	M	
Communications Operator	Communications Op I	L	
Senior Clerk	Clerk - Senior – Financial Operations and Service Fredericton	I	
	Clerk – Senior – Police – Stores, Purchasing and Exhibits	I	
	Clerk – Senior – Police – Support Services	I	
	Clerk – Senior - Police – Court Administration	I	
	Clerk – Senior – Purchasing Agent	I	
	Clerk – Senior – Records – City Clerk	I	
	Clerk – Senior – Planning & Development	I	
	Clerk – Senior – Transit & Parking	I	
	Clerk – Senior – Fleet	I	
	Recreation Leader	Recreation Leader – Recreation & Culture	H
Recreation Leader – Aquatics		H	
Administrative Assistant	Administrative Assistant – City Clerk	H	
	Administrative Assistant – Water & Sewer Safety	H	
	Administrative Assistant – Parks & Trees	H	
	Administrative Assistant – Corporate Services	H	
	Administrative Assistant – Police – Support Services	H	
	Administrative Assistant – Building Services	H	
	Administrative Assistant – Recreation & Culture	H	
	Administrative Assistant – Tourism & Events	H	
	Administrative Assistant – Training – Police	H	
	Clerk – Intermediate – 911 Communication Centre	G	
	Clerk – Intermediate – Engineering & Operations Administration	G	
	Clerk – Intermediate – Financial Operations and Service Fredericton	G	
	Clerk – Intermediate – Police – Support Services	G	
	Clerk – Intermediate – Records Centre – City Clerk	G	
	Clerk – Intermediate – Transit and Parking Services Administration	G	
	Clerk – Intermediate – Water & Sewer Safety and Benefits	G	
	Clerk	Clerk – Police – Support Services	E
		Clerk – Financial Operations	E

Classifications	Positions	Level
Parking Bylaw Officer	Parking Bylaw Officer - Growth and Community Services	E
Clerk/Receptionist	Clerk/Receptionist – Recreation, Culture & Community Development	E

AMEND APPENDIX C AS FOLLOWS:

CURRENT WORDING:

PARKING BYLAW OFFICER

- 4 shirts per year
- 4 pair of pants or walking shorts per year
- 1 sweater per year
- 1 multipurpose jacket as required
- 1 raincoat as required
- 1 pair of summer footwear as required
- 1 pair of winter footwear as required
- 1 hat and a pair of gloves as required

MAINTENANCE EMPLOYEES

- a) Maintenance employees required to wear safety footwear will be given an allowance 185.00 per year with NB CPI increases in year 2021 and in year 2022 (with a minimum of 1.5% in year 2022), for the purpose of purchasing such footwear. The allowance shall be paid by the first payday of April each year. Employees shall wear green seal safety footwear which complies with standards established by the appropriate Workplace Safety Committee.
- b) One (1) pair bib overalls, or coveralls every two (2) years, or as required
- c) One (1) winter jacket every two (2) years
- d) One (1) summer jacket every two (2) years
- e) Maintenance employees will be granted a maximum of \$75 dollars annually towards pants/trousers that are damaged as a result of their job. The basis of payment will be reimbursement based on receipt of purchase. Employees are expected to arrive to work presentable in appropriate clothing free of rips, tears, stains, etc.

Employees will be required to exchange the old issue coveralls and or work boots if requesting additional items outside the timelines specified above.

COMMUNICATION OPERATORS I & II

Sweater

4 pants
4 shirts – 1 shirt must be long sleeved
Nametag

PROPOSED WORDING:

PARKING BYLAW OFFICER

Four (4) shirts per year
Four (4) pair of pants or walking shorts per year
One (1) sweater per year
One (1) multipurpose jacket as required
One (1) raincoat as required
One (1) pair of summer footwear as required
One (1) pair of winter footwear as required
One (1) hat and a pair of gloves as required

MAINTENANCE EMPLOYEES

- a) Maintenance employees required to wear safety footwear will be given an allowance **\$225 per year**, for the purpose of purchasing such footwear. The allowance shall be paid by the first payday of April each year. Employees shall wear green seal safety footwear which complies with standards established by the appropriate Workplace Safety Committee.
- b) One (1) pair bib overalls, or coveralls every two (2) years, or as required
- c) One (1) winter jacket every two (2) years
- d) One (1) summer jacket every two (2) years
- e) Maintenance employees will be granted a maximum of \$75 dollars annually towards pants/trousers that are damaged as a result of their job. The basis of payment will be reimbursement based on receipt of purchase. Employees are expected to arrive to work presentable in appropriate clothing free of rips, tears, stains, etc.

Employees will be required to exchange the old issue coveralls and or work boots if requesting additional items outside the timelines specified above.

COMMUNICATION OPERATORS I & II

Upon hiring employee shall receive:

One (1) sweater
Four (4) pants
Four (4) shirts – 1 shirt must be long sleeved
One (1) nametag

Replacements annually as required.