

MEMORANDUM OF AGREEMENT

CITY OF FREDERICTON

and

CUPE LOCAL 3864,

Agree that this Memorandum of Agreement for the renewal of the 01 January 2022 to 31 December 2024 collective agreement is a complete resolution of all issues between the parties and will be recommended to the parties respective principals for acceptance.

ARTICLE 5 – WAGES

AMEND ARTICLE 5.01 AS FOLLOWS:

CURRENT WORDING:

5.01 Employees will be paid salaries in accordance with the Managerial Salary Scale (AON). Annual increases will be based on the New Brunswick Consumer Price Index - All Items Scale and calculated by averaging the annual changes by month to CPI over a twelve-month period ending in April the previous year. Increases for the following years are as follows:

2022 - .53 percent

**2023 - Based on NB CPI formula as stated
above**

**2024 - Based on NB CPI formula as stated
above**

PROPOSED WORDING:

5.01 Employees will be paid salaries in accordance with the Managerial Salary Scale (AON). Annual increases will be based on the New Brunswick Consumer Price Index - All Items Scale and calculated by averaging the annual changes by month to CPI over a twelve-month period ending in April the previous year. Increases for the following years are as follows:

2025 – 2.68 percent

**2026 – Based on NB CPI formula as stated
above.**

**2027 - Based on NB CPI formula as stated
above.**

**2028 - Based on NB CPI formula as stated
above.**

ARTICLE 9 – DISCIPLINE

AMEND ARTICLE 9.04 & 9.06 AS FOLLOWS:

CURRENT WORDING:

9.04 Where an employee alleges that he has been disciplined in violation of this Article, he may, within ten (10) working days of the date that he was notified in writing, invoke the grievance procedure, including arbitration, as set forth in

this Agreement.

9.05 A grievance alleging violation of this Article shall be filed at Step Two of the grievance procedure, except in the case of a written reprimand or warning, which shall be filed at Step One.

9.06 An employee may review his record upon reasonable notice to the Employer.

PROPOSED WORDING:

9.04 Where an employee alleges that **they have** been disciplined in violation of this Article, **they** may, within ten (10) working days of the date that **they were** notified in writing, invoke the grievance procedure, including arbitration, as set forth in this Agreement.

9.05 A grievance alleging violation of this Article shall be filed at Step Two of the grievance procedure, except in the case of a written reprimand or warning, which shall be filed at Step One.

9.06 An employee may review **their** record upon reasonable notice to the Employer.

ARTICLE 11 – BENEFITS

AMEND ARTICLE 11.01 AND INSERT 11.02 AS FOLLOWS:

CURRENT WORDING:

11.01 The formula used to calculate Benefit Spending Account (BSA) for permanent full-time employees will be the same as that utilized to calculate the non-bargaining group BSA. No employee's BSA may be decreased as a result of moving to a new formula for calculating BSA, during the term of this agreement.

PROPOSED WORDING:

11.01 The formula used to calculate Benefit Spending Allowance (BSA) for permanent full-time employees will be the same as that utilized to calculate the non-bargaining group BSA. **No person shall fall below a floor of \$275 (adjusted by NB CPI for years 2026, 2027, and 2028) annually during the term of this agreement.**

11.02 **No employee's BSA may be decreased as a result of moving to a new formula for calculating BSA, during the term of this agreement.**

ARTICLE 12 - PENSION

AMEND ARTICLE 12.01

CURRENT WORDING:

- 12.01 Employees are subject to the provisions of and are entitled to the benefits under the Chy of Fredericton Shared Risk Plan, the provisions of which shall prevail over any provisions in the Agreement in conflict therewith.

PROPOSED WORDING:

- 12.01** Employees are subject to the provisions of and are entitled to the benefits under the **City** of Fredericton Shared Risk Plan, the provisions of which shall prevail over any provisions in the Agreement in conflict therewith.

ARTICLE 13 - GENERAL

AMEND ARTICLE 13.01 AS FOLLOWS:

CURRENT WORDING:

PARKING

- 13.01** The City will provide reasonable parking, at no cost, to the employee while at work.

PROPOSED WORDING:

PARKING

- 13.01** The City will provide reasonable parking **to employees as a taxable benefit** while at work.

ARTICLE 15 – DURATION OF AGREEMENT

AMEND ARTICLE 15.01 AS FOLLOWS;

CURRENT WORDING:

15.01 This Agreement shall come into force as of 2022 January 01 and shall expire on 2024 December 31, provided however, that where notice to bargain has been given by either party in accordance with Section 33 of the Industrial Relations Act with a view to the renewal or 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 signed; or

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

PROPOSED WORDING:

15.01 **This Agreement shall come into force as of 2025 January 01 and shall expire on 2028 December 31**, provided however, that where notice to bargain has been given by either party in accordance with Section 33 of the Industrial Relations Act with a view to the renewal or 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 signed; or

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

LETTER OF AGREEMENT – SUPPLEMENTAL UNEMPLOYMENT BENEFITS AMEND AS FOLLOWS;

CURRENT WORDING:

Letter of

Agreement

City of

Fredericton &

CUPE Local 3864

Supplemental Unemployment Benefits

Supplemental Unemployment Benefits will be available to each employee for a maximum of seventeen (17) weeks per child event during Maternity Leave or Child Care Leave (parental/adoption) at the top up rate of twenty percent (20%) of their gross weekly earnings for the period of such leave as governed by the Federal and Provincial Legislation. The employee must provide the employer with proof of receipt of Employment Insurance Benefits. This will be subject to the provision this supplemental payment shall not increase the employee's net take home pay (inclusive of the EI benefits) above 75% of his/her gross weekly earnings.

At the expiration of this letter of agreement, any employees receiving the benefit shall continue to receive their entitlement per its conditions.

This letter of agreement shall expire December 31, 2024.

PROPOSED WORDING:

Letter of
Agreement
City of
Fredericton &
CUPE Local 3864

Supplemental Unemployment Benefits

Supplemental Unemployment Benefits will be available to each employee for a maximum of seventeen (17) weeks per child event during Maternity Leave or Child Care Leave (parental/adoption) at **a rate of seventy-five percent (75%)** of their **regular earnings** for the period of such leave as governed by the Federal and Provincial Legislation. The employee must provide the employer with proof of receipt of Employment Insurance Benefits. This will be subject to the provision this supplemental payment shall not increase the employee's net take home pay (inclusive of the EI benefits) above 75% of his/her gross weekly earnings.

At the expiration of this letter of agreement, any employees receiving the benefit shall continue to receive their entitlement per its conditions.

This letter of agreement shall expire **December 31, 2028.**

AMEND AS FOLLOWS;

CURRENT WORDING:

Letter of
Agreement City
of Fredericton
&
CUPE Local 3864

Safety Footwear Allowance

Employees who are required by Management to wear or purchase safety footwear in carrying out their job duties, will receive an allowance to a maximum of two hundred dollars (\$200.00) upon receipt of purchase of boots. Such safety footwear must meet safety standards as determined by Management. Allowances will be provided once per calendar year.

The Employer will incorporate the Safety Footwear Allowance wording into the appropriate Corporate Safety Procedure by the end of December 31, 2024.

This Letter of Agreement expires on December 31, 2024

PROPOSED WORDING:

Letter of
Agreement City
of Fredericton
&
CUPE Local 3864

Safety Footwear Allowance

Employees who are required by Management to wear or purchase safety footwear in carrying out their job duties, will receive an allowance to a maximum of two hundred **and fifty dollars (\$250.00)** upon receipt of purchase of boots. Such safety footwear must meet safety standards as determined by Management. Allowances will be provided once per calendar year.

The Employer will incorporate the Safety Footwear Allowance wording into the appropriate Corporate Safety Procedure by the end of December 31, 2024.

This Letter of Agreement expires on **December 31, 2028**

LETTER OF AGREEMENT – PROMOTIONS

INSERT NEW LETTER OF AGREEMENT AS FOLLOWS;

PROPOSED WORDING:

Letter of
Agreement City
of Fredericton
&
CUPE Local 3864

Promotions

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.

RENEW LETTER OF AGREEMENT – CALL OUT - CUPE 3864 POSITIONS- POLICE

REMOVE LETTER OF AGREEMENT – BENEFIT SPENDING ALLOWANCE

REMOVE LETTER OF AGREEMENT – FOUR DAY WORK WEEK