

**1985-1987
WORKING AGREEMENT**

Between

THE CITY OF SAINT JOHN, N.B.

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL #18
(OUTSIDE WORKERS)



*14P
07/08/07
NO. 041-187*

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THIS AGREEMENT made and entered into this 6th day of September 1985.

BETWEEN: THE CITY OF SAINT JOHN, a body corporate in the County of Saint John in the Province of New Brunswick, hereinafter referred to as the "EMPLOYER" of the first part,

— AND —

LOCAL NO. 18, CANADIAN UNION OF PUBLIC EMPLOYEES, hereinafter referred to as the "UNION" of the second part.

ARTICLE 1—Intent and Purpose of Agreement

1:01 It is the intent and purpose of the parties to this Agreement to maintain harmonious and to settle conditions of employment for the continuous and effective operation of the Civic Departments concerned, to strive to improve the quality and efficiency of service supplied to the public; to promote the well-being, morale, safety, security, and productivity, of all employees within the bargaining unit — the parties hereto set forth the following terms and conditions relating to employment, remuneration, settlement of disputes and differences, hours of work, employee benefits and related matters affecting employees covered by this Agreement.

ARTICLE 2—Recognition and Negotiations

2:01 The Employer, or anyone authorized to act on its behalf, recognizes Local No. 18, Canadian Union of Public Employees, (as per attached N.B.I.R.B. Certification Order No. 436) as the sole collective bargaining agent for all employees of the City of Saint John except those engaged in clerical and technical work in the following departments, divisions, sections of the City of Saint John covered by this agreement namely:

2:02 Works Department proper composed of a Streets Maintenance and Construction Division and Traffic Engineering Section, Water & Sewerage Division, Sanitation Division of Works, Asphalt Operations Division of Works, Maintenance and Supply Division of Works including City Market Section, Engineering Division of Works, the Recreation & Parks Department and Police Department (Labourer Only) and any new department/divisions or sections introduced or created during the term of the Collective Agreement which includes work or services of the bargaining unit shall be covered by Local #18. This Article does not affect the jurisdiction covered by the Certification of C.U.P.E. Local 61 and 486 and as well, Local 771, I.A.F.F. Management positions mutually agreed or determined by the I.L.R. Board to be excluded from the bargaining unit shall not be affected by this Article.

2:03 The City of Saint John or anyone authorized to act on its behalf approves and recognizes Local No. 18, Canadian Union of Public Employees, as the sole bargaining agent for the employees classified and covered by this Agreement, and hereby consents to negotiate with the Union Committee **or any** duly authorized representative thereof **on** any and all matters affecting this relationship between the parties to this Agreement. The term "employee(s)" shall be deemed to cover all employees as per certification.

2:04 No employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

2:05 Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon by the parties or in cases of an emergency which directly affects the health and welfare of the public and where immediate attention is needed.

ARTICLE 3—Responsibility of Parties

3:01 The Employer agrees not to interfere with the right of any employee designated as within the bargaining unit to become a member of the union.

3:02 There shall be no strike or lock-out of employees during the term of this Agreement, in accordance with the Industrial Relations Act, Chapter 1-4, Province of New Brunswick, as amended.

3:03 The City agrees to deduct monthly the required Union dues and assessments from the first pay in each month of each and every employee covered by this agreement which shall be forwarded to the Treasurer of the Union.

3:04 Deductions shall be forwarded to the Treasurer of the Union not later than the 20th day of that month, accompanied by a list of the names of employees covered by the Collective Agreement and amount deducted. Computer Print-out will show above information.

3:05 The Employer agrees to granting a representative of the Union one half hour once a month in order for the Union to acquaint first-time employees with the City to the fact that a Union Agreement exists. The time and place for said meeting to be decided by the Employer.

The Employer shall make arrangements to have the employees present.

3:06 All employees after thirty (30) calendar day's service shall as a condition of employment become members and remain members in good standing in Local No. 18 as long as this Agreement is in effect.

3:07 The Union agrees to promote management efforts in the prevention of the employees drinking while on duty.

3:08 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with conditions of employment, as set out in Articles 3:00 and 4:00 by notices posted on Departmental Bulletin Boards.

3:09 Picket **Lines**

In the event that any other employees of the Employer engage in a strike or where employees in an industrial dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines.

3:10 Failure to cross such a picket line by members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. However, this clause shall not apply in cases of fire, flood, or hazard to life or property.

ARTICLE 4—No Discrimination

4:01 It is agreed that there shall be no discrimination or coercion exercised or practiced with respect to any employee by reason of residency or any ground prohibited by the Human Rights Act.

ARTICLE 5—Correspondence

5:01 The Employer agrees that reports which are to be dealt with by the Employer which could affect the relationship of the Collective Agreement, the Employer shall extend an opportunity to the Union to express their views on said report prior to being implemented.

5:02 Bulletin Boards shall be placed and maintained by the Employer in each department, division and section and shall be accessible to all employees.

5:03 Copies of all resolutions adopted by the Employer which affect the Agreement are to be (1) forwarded to the Union, (2) posted on all Bulletin Boards.

5:04 All correspondence between the parties, hereto, arising out of this agreement or incidental thereto, shall pass to and from the Director of Personnel or designate of the City and the Recording Secretary of the Union.

ARTICLE 6—Management Rights

6:01 The Union acknowledges that it is the exclusive right of the Employer to hire, lay off, discharge, classify, re-classify, transfer, promote, demote, or discipline employees, subject to the provision of this Agreement.

6:02 The Union acknowledges the exclusive right of the Employer to operate and manage its business in all respects, maintain order and efficiency and make rules and regulations.

The Union further acknowledges that all the rights, power, and authority of the Employer are retained by the Employer, except those specifically abridged, delegated or modified by this Agreement and any supplementary agreements that may hereafter be made by the parties.

The above functions, rights, powers, and authority will be exercised in a manner which does not violate any of the terms of this Agreement. Claims for wrongful or unjust discharge shall be subject to the grievance procedures provided herein.

6:03 The Establishment created by Council for full-time permanent and established employees shall be given to the Union.

6:04 Such Establishment shall list job classifications in rank or trade groups within Departments, Divisions, and Sections. During the term of this Collective Agreement, the number of

Local 18 positions, as shown in the Establishment, shall not be reduced below a minimum of 293.

It is understood that where there is lack of work in a Department, Division, or Section, the Employer may transfer or abolish and create a position in another Department, Division or Section as long as the number of positions in the Establishment (293), as outlined, is not reduced.

Any such transfers shall be offered by order of seniority and ability to employees in the affected Department, Division or Section.

ARTICLE 7—Labour-Management Committee

7:01 A Labour-Management Committee shall consist of five (5) representatives appointed by the Employer and five (5) appointed by the Union and two (2) liaison Councillors appointed by Common Council who shall alternate as Chairman every other meeting. The said Committee shall meet on the second Monday in January, May and September of each year and these meetings shall be held at a time and place mutually agreed upon. Any alterations to the above schedule must be approved by both the Union and the Employer. Members of the Labour-Management Committee will be provided with a notice and agenda for each meeting one week in advance of the scheduled date. Each group is responsible for submitting in advance suitable items for discussion. The Committee shall not have the power to alter or change any of the provisions of this Agreement nor to substitute any new provisions or any existing provisions. The terms of reference of the Committee shall be as mutually agreed, subject to change by the Committee.

ARTICLE 8—Terms of Employment

8:01 The Employer and the Union agrees that there will be five (5) classifications of employees, namely:

1. Permanent Employees
2. Established Employees
3. Seasonal Employees
4. Casual Employees
5. Student Employees

8:02 Permanent employee shall mean an employee who has been appointed to fill a vacancy in the establishment of a department. Any employee who cannot qualify for the City of Saint John Pension Act shall not be eligible to become a permanent employee.

8:03 Established employee shall mean an employee who has been appointed to fill a vacancy in the establishment of a department and who, through no fault of his own cannot qualify under the City of Saint John Pension Act (1947) with amendments and consolidation to 1980, but shall receive all benefits of the permanent employee except pension rights. Any employee as of January 2, 1967 who cannot qualify under the City of Saint John Pension Act shall not be eligible to become an established employee, other than who shall be recognized as established employees, effective January 1, 1981 and shall receive all rights and benefits of the permanent employee except pension rights, and are to be inclusive for all intents as part of the 1980 permanent Establishment.

8:04 The word "seasonal" employee when used in this Agreement shall mean a person engaged in seasonal employment who has completed six (6) months work for the Employer in any eighteen(18) month period and who is willing to be employed a minimum of four (4) aggregate months every calendar year thereafter, but a calendar year layoff will automatically cancel all seniority and continuity as a seasonal employee. This Article shall not apply to students as per definition 8:06.

8:05 Casual employee shall mean an employee who has been employed on a part-time basis as additional staff is required by the Employer.

8:06 Student shall mean a person who is employed during the period April 15 - September 30 and who was a student at a school, college, university, or other educational institution prior to becoming employed by the City of Saint John and who is intending to return to school at the end of the vacation period. Such employee shall not accumulate seniority or Sick Leave Credits and such employee shall be terminated no later than September 30th of that year.

ARTICLE 9—Promotions and Seniority

(a) Seniority is defined as the length of service with the employer from the date of hiring, except for students as per Article 8:06.

(b) The employer shall maintain one seniority list of permanent and established employees and one seniority list for seasonal employees showing the date upon which employee's service commenced. Where two or more employees commenced work on the same day, preference shall be in accordance with alphabetical order. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards or other suitable places in the month of February of each year. It is recognized that permanent and established employees have more seniority than any seasonal employees.

An employee shall not lose seniority rights nor seniority if he is absent from work because of sickness, accident, lay-off, or leave of absence approved by the City Manager or his designate.

An employee shall only lose his seniority in the event:

1. He is discharged for just cause and is not reinstated.
2. He resigns and does not withdraw or retract his resignation within five (5) days.

3. He is absent from work in excess of 5 working days without notifying the employer, unless such notice was not reasonably possible.
4. After a lay-off he fails to return to work within five (5) working days, after being notified by registered mail or personal telephone call to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the employer informed of his current address and phone number.
5. He fails to give written notice for work by the 20th of March each year.

Seniority shall be applied as follows:

- i) For all benefits and rights, except as modified below, from date of hire, except for students as per Article 8:06.
 - ii) For promotional and job postings, seniority shall be from date of appointment to a permanent or established position.
 - iii) For vacation scheduling preference within Division or Section (not entitlement), from the date of appointment to a permanent or established position within the bargaining unit.
 - iv) For work scheduling purposes, by classifications.
- (c) Subject to Article 9 (b)5(ii) in making changes, transfers, or promotion to positions within the bargaining unit, appointment shall be made of the applicant with the greatest seniority provided he has the ability and qualifications to perform the job. In order to give employees the opportunity of being qualified for promotion, the Employer agrees to select senior men for training. Accordingly, senior employees shall be allowed regular opportunities to learn the work of higher or equal positions during regular working hours by working together with more senior employees for temporary periods, without affecting the salary or pay of the employees concerned.

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(d) Promotions from within the bargaining unit shall be made within thirty (30) working days from the closing date of job postings. The wage increase shall be effective as of the date of the appointment. Notification of the appointment is to be made in writing to each applicant and P.A. to Union.

(e) For promotion to positions covered by this Agreement or the creation of new positions, the senior permanent employee applying with experience and ability shall be given a trial period of up to thirty (30) days. Conditional on satisfactory service, such trial promotions shall become permanent within the period of six months.

(f) If found unsuitable by the Commissioner or Director for such position on completion of the trial period, the employee shall be notified in writing of the reasons and he shall be returned to his former position and wage rate without loss of seniority therein.

Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position and wage rate without loss of seniority therein.

(g) When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall notify the union in writing and post notices of the position in the Employer's offices, locker rooms, shops and on all bulletin boards so that all Union members will know about the vacancy or new position. The time limits for the job postings shall be as follows:

- 1) For vacancies created by normal retirement, within thirty (30) working days prior to the date of the employee's retirement.
- 2) For vacancies arising from other than normal retirement within twenty (20) working days following the vacancy arising. The closing date for job postings shall be twenty (20) days following the posting date.

Applications not used shall be held by the Employer and considered for subsequent vacancies for a 12 month period. This shall only apply to the position the employee applied for.

(h) **Information on Postings**

Postings shall contain the following information:

Wage or salary rate or range, nature of position, shift, hours of work, required knowledge and education or equivalency in experience plus desired qualifications. No outside advertisement for any vacancy within the bargaining unit shall be placed until the applications of present union members have been fully processed.

(i) When a Commissioner or Director and the Director of Personnel or designate are considering promotions, the Shop Steward of the Department concerned shall be notified to attend such interview for the purpose of seeing that applicants in the bargaining unit have full consideration.

(j) The seniority of a seasonal employee shall be confined during inclement weather to the Department, Division, or Section as the case may be, to which such employee belongs.

(k) Tradesmen shall work at their respective trades for which they are qualified. Work pertaining to that trade shall be done or supervised by the tradesmen so listed under this Agreement.

(l) All future job postings or new jobs created within the bargaining unit, the Employer shall let the Union view such job descriptions for their comments thereof. The Union shall forward their comments in writing within 15 days after viewing such job descriptions. If the Union feels that the rate of pay is not representative of the job description, then the Union shall meet and discuss same with the Employer and if no agreement can be reached on the rate, then it shall be submitted to arbitration in accordance with Article 12.

The new rate agreed on or determined by arbitration shall become retroactive to the time the new position was first filled by an employee.

ARTICLE IO—Lay-off and Hiring Procedure

10:01 In the event of lay-offs for seasonal employees, the Employer agrees that it will offer employment to Local Union No. 18 members affected by lay-offs prior to engaging any new employees for similar work, provided members report each year to the Personnel Office not later than March 20th and inform the employer their intentions of returning to work.

10:02 Any seasonal employee who has continuously served one (1) full year or more with the Employer shall be given two (2) weeks notice or two (2) weeks pay in lieu of notice, should it be desired to dispense with services of such employee. No notice shall be required for dismissal for cause, including drunkenness during working hours or on City property or dishonesty, or refusal to obey a reasonable order properly given.

This shall not preclude an employee's right to grievance procedure.

10:03 The Director or Commissioner concerned shall notify the seasonal employees who have not worked a full year who are to be laid off five (5) working days before the lay-off is to be effective. If the employee laid off has not the opportunity to work five (5) full days after notice of lay-off, he shall be paid in lieu of work for that part of five (5) days during which work was not available. If any employee(s) is/are to be laid off by the following Friday, he/they shall be so informed in advance. v

10:04 Subject to the employee being capable to perform the job, the Employer agrees that in the event of lay-offs, employees shall be laid off in the inverse order of their seniority, and where it is necessary to rehire men, employees shall be offered re-employment in the reverse order in which they were laid off. 9

Seniority accumulated previous to lay-offs shall not be affected by such lay-off.

10:05 Grievances concerning lay-offs and recalls shall be initiated at Commissioners or Directors level.

ARTICLE 11—Temporary Transfers and Re-classification

11:01 All temporary assignments shall be offered to the senior permanent or established employee in the division or section of the City who can perform the work. After all permanent and established employees have been offered temporary assignments and temporary assignments still exist, they shall be offered to the senior seasonal within the crew who can perform the work.

11:02 Any employee filling temporarily a position for which a higher rate of wages than that for such employee's regular work is paid, shall receive the higher rate while so employed, but not less than a minimum of eight (8) hours; and employees required to fill temporarily positions for which a lower rate than that paid for such employee's work has been established, shall not suffer any reduction in pay by reason thereof.

11:03 Any employee required by the Director of a Department to fill temporarily a position not covered by this Agreement, shall receive the wages paid for such position, and the employee shall remain a member of this Union until he or she becomes permanently appointed.

11:04 An employee who works on a temporary assignment and subsequently applies for the position shall have all such time in the previous 12 months counted for the purpose of Article 9 (e).

11:05 The Employer shall prepare a new job description whenever a new job is created.

When a new job is created, the rate of pay shall be subject to discussion between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration.

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The new rate shall become retroactive to the time the new position was first filled by an employee.

11:06 When the duties of any job are distinctively changed the matter shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be subject to Article 12. The new rate shall become retroactive to the time the position was first filled by an employee, or the date of change in job duties.

ARTICLE 12—Discipline and Grievance Procedure

12:01 The Grievance is defined as an alleged violation of the Collective Agreement or a case where either party has acted unjustly or improperly in the administration of the Collective Agreement.

12:02 The employees covered by this Agreement shall select a Shop Steward in each Division as defined in Article 2. The said Shop Steward shall comprise the Grievance Committee, whose names shall be made known to the Employer. In the Asphalt Operations Division, he shall serve on a six (6) month seasonal basis.

12:03 An employee shall not be disciplined or dismissed without just cause and his having a fair investigation and hearing. Both parties have the right to call witnesses or examine any statements taken with the view to rebuttal of same. Copies of all written statements taken shall be furnished to all parties. In processing a grievance, the following procedure shall be in effect:

STEP 1

All grievances shall be made in writing to the Shop Steward in his Department/Division by the employee or employees concerned. The grievance shall first be taken up with the Division or Section Head of the Department/Division concerned within seven (7) working days after the employee becomes or should have become aware of the matter which is the cause of the grievance. A period of three (3) working days shall be deemed as the period required to reply to the grievance so discussed.

STEP 2

If the decision of the Division or Section Head of the Department/Division is not acceptable to the Union member, the grievance or grievances shall then be submitted to the Director, Commissioner, or Designate concerned to reply in writing within four (4) working days after the grievances is/are submitted.

STEP 3

If the decision of the Director, Commissioner, or Designate is not acceptable to the Union, the grievance or grievances shall be submitted to the City Manager within three (3) working days and a period of seven (7) working days shall be deemed the period required by the City Manager to reply in writing of his decision in the grievance or grievances so discussed.

STEP 4

If the decision of the City Manager is not acceptable to the Union, the grievance or grievances shall be submitted to the Common Council by filing with the Common Clerk within seven (7) days of the City Manager's decision and a hearing shall be granted at the next regular meeting

of the Common Council following application and a period of seventeen (17) days shall be deemed as the period required by Common Council to reply in writing of its decision in the grievance or grievances so discussed.

12:04 Where a dispute involving a question of general application, administration or interpretation occurs, or where a group of employees or the Union has a grievance, such grievance may be initiated at the City Manager's level.

12:05 Time limits mentioned above can be extended by mutual consent of the parties.

12:06 Arbitration

STEP 1

Within a period of fifteen (15) days from the date of decision of the Common Council, either party may by written request to the other party require the matter to be referred to a Board of Arbitration. Such Board shall consist of three (3) disinterested persons who shall be selected as follows: The Employer shall appoint one (1) member and the Union shall appoint one (1) member, each to be appointed within ten (10) days following receipt of such written request for arbitration and the members so appointed shall select within five (5) days after their appointment, a third member who shall be Chairman.

STEP 2

If either party shall refuse or neglect to appoint a member as aforesaid to a Board of Arbitration, the Minister of Labour/Manpower of the Province of New Brunswick may be requested by the other party to name a member. In the event that the two (2) members appointed are unable to agree upon the selection of a Chairman, the

said Minister of Labour/Manpower may be requested by either party to name a Chairman of the Board.

STEP 3

Hearings of the Board shall commence within fifteen (15) days after the appointment of a Chairman, and shall continue in such manner that the arbitrators shall make their award in writing not later than one (1) month after the entering upon the reference. The decision of the majority of the Board shall be final and binding upon the parties to this Agreement.

STEP 4

The expense and remuneration of the Chairman and secretarial services shall be borne in equal shares by the City and the Union. The expenses and remuneration of the other two (2) members of the Board shall be borne by the parties by whom they were selected or for whom they were appointed by the said Minister of Labour/Manpower.

STEP 5

It shall be the duty of the Board of Arbitration to hear all parties concerned and to determine the matters referred to it. Upon determination of the matter, the Board of Arbitration shall make any order which will provide for final settlement of the matter and make any order that will restore the aggrieved party, whether it be the Union or the City, to its rightful, just and equitable position.

12:07 Every party to and every party bound by the Agreement and every person on whose behalf the Agreement was entered into shall comply with the provision final settlement and give effect thereto.

12:08 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority rating and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such which is just and equitable in the opinion of the Board of Arbitration if the matter is referred to such a Board.

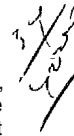
12:09 Employees wanting to view their personnel file or union file shall request in writing to the Director of Personnel or Labour Relations Officer and be shown same. The Employer shall allow the employee photocopies of any document in the file in the Personnel Office. The employee is not to remove the file, only photocopies, while in the presence of the Director of Personnel or Labour Relations Officer and Shop Steward. Any record of an employee shall not be used against him at any time after 24 months following disciplinary action.

ARTICLE 13—Hours of Work

(Unless otherwise specified, whenever and wherever the word "day(s)" is referred to in this Agreement, it shall be construed to apply to calendar days and not working day(s).

13:01 Works Department, Streets Maintenance and Construction Divisions, Traffic Engineering Section, Maintenance and Supply Division of Works, and Water & Sewerage Division and Sanitation Division of Works.

- (1) The regular working day shall not be more than 8 hours, 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m. five days a week – Monday through Friday – or where shift work is instituted, i.e. 4:00 p.m. to 12:00 p.m. and 11:00 p.m. to 8:00 a.m., the said employees of these departments shall receive the usual overtime rates of pay as paid under this Agreement. Employees on night shift shall report to work at 11:00 p.m. on Sunday night.



- (2) Watchmen, gas attendants and caretakers shall enjoy a 40 hour week and receive the usual overtime rates of pay as paid under this Agreement.
- (3) The watchmen and regular duty men of the Water & Sewerage Department shall work six nights per week. Watchmen of the Water & Sewerage Department shall be paid straight time and the regular duty men of the Water & Sewerage Department will be compensated by time off. The regular duty men of the Water & Sewerage Department shall be paid straight time for Sundays and Statutory holidays.
- (4) The 40 hour work week or overtime rates of pay shall not apply to caretakers at Loch Lomond or Spruce Lake systems.

13:02 Market Section

With the exception of the Comfort Station Attendant II, employees of the Market shall enjoy a forty (40) hour work week and receive the usual overtime rates of pay as paid under this Agreement.

13:03 Recreation and **Parks** Department

The regular working day shall not be more than eight (8) hours from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m. five (5) days a week – Monday through Friday – or where shift work is instituted, i.e. 1:00 p.m. to 9:00 p.m. and said employees shall receive the usual overtime rates of pay as paid under this Agreement. If the employees of the Recreation and Parks Department are required to work on Saturdays, Sundays, or holidays, they shall be notified one (1) hour before the completion of their work. A permanent employee on rotation basis shall be on general duty each Saturday except during the ice skating season (December 15 - March 31) and he shall be com-

pensated by time off. If additional employees are required, they shall be paid at the usual overtime rate of pay.

13:04 Arena Attendants, Park Attendants and **Ice Plant Operators**

The regular work week shall consist of 40 hours per week with five (5) consecutive days scheduled on and two consecutive days scheduled off. The regular working day shall be eight (8) consecutive hours scheduled between the hours of 8:00 a.m. and 1:00 a.m. The regular overtime rates of pay and shift differentials shall apply.

13:05 **Outdoor Rink Attendants**

The regular forty (40) hour work week or overtime rates of pay shall not apply to outdoor rink attendants during the season from December 1st to March 31st. However, all hours worked in excess of the average of forty (40) hours per week shall be paid at the appropriate Labourer I or Labourer II rate at time and one-half. This is to be computed at the completion of the outdoor rink program.

Shifts for outdoor rink attendants shall be as follows:

8:00 a.m. to 5:00 p.m.
1:00 p.m. to 9:00 p.m.
4:00 p.m. to 12:00 midnight
11:00 p.m. to 8:00 a.m. for this four month period.

13:06 Arena Attendants, Park Attendants, and Ice Plant Operators shall be entitled to the statutory Holidays as outlined in Article 15 of this agreement with pay. An employee who works on said holidays shall be paid at the rate of double time and be compensated with another day off with pay at a time mutually agreed within a reasonable period.

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13:07 In the event of an employee being directed to report to work by the Supervisor, either morning or afternoon, during any particular working day, he shall be paid a minimum of four (4) hours at the prevailing rate.

13:08 All overtime and shift work performed in any Department by four or more employees on any project shall be supervised by a permanent foreman or permanent sub-foreman who shall be requested to do manual work when his supervisory responsibilities so permit.

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13:09 Each Department, Division, or Section shall create a call-in list for overtime based on seniority and classification. In cases of overtime, the Employer shall call in people in order of seniority by classification, noting where they stop on the list for that particular overtime call-in. In the next overtime occasion, they shall commence with the name below the last name called on the previous overtime call. This procedure shall be followed on each overtime call thereafter. No employee shall refuse his turn at overtime rotation, unless he furnishes a reasonable excuse to his Department Head.

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13:10 All employees shall be required to work up to twelve (12) hours in any one (1) day when necessary. Any time worked over twelve (12) hours in any one (1) day shall only be done by mutual consent. Notwithstanding anything contained in this Section, there shall be no tie-up of snow control or water washouts and flooding or sewerage work because of the twelve (12) hour working limit. This Article shall be administered in accordance with Article 4 – No Discrimination.

13:11 All work performed in excess of the regular hours as slated in this Article 13 – Hours of Work – shall be considered as overtime and paid at the rate of time and one-half for the first four hours and double time thereafter until his next regular shift begins.

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Time and one-half rate shall apply for the first eight (8) hours work performed on Saturday. Double time rates shall apply for all time worked in excess of eight (8) hours on Saturday and all of Sunday. Double time rates also apply to all work performed on Statutory Holidays in addition to the regular pay for the holiday. (See also Article 15(c) (b)). Where an employee works any portion of his meal period, he shall be paid two (2) hours extra for such work.

13:12 Every employee who is requested to report to work before his regular shift shall be paid a minimum of four (4) hours at his overtime rate. Every employee who is requested to stay after his regular shift shall be paid a minimum of one (1) hour at his overtime rate. When an employee completes the work for which he stays, he may be allowed to leave work.

13:13 The Employer will negotiate with the Union any shifts other than the regular five consecutive shifts with suitable rest periods between shifts, including the matter of split shifts, flexible hours and swing shifts. If no Agreement is reached, the dispute shall be submitted to Grievance Procedure at City Manager Level.

13:14 **Time Off In Lieu of Overtime**

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually selected. An employee shall be entitled to build up a maximum of forty (40) hours time off in lieu of overtime. If such time cannot be mutually agreed upon, the employee shall be paid the appropriate overtime rate.

13:15 Where possible no work will be scheduled on Union Meeting nights except watchmen and gas attendants which shall be required to work at all times for their regular shifts.

13:16 One of the Heavy Equipment Operators shall receive the Sub-Foreman rate while employed at the Sanitation Land Fill Site.

13:17 Foreman shall not be required to perform manual work unless mutually agreed by the Foreman and Superintendent.

ARTICLE 14—Premium Pay

14:01 Shift Differentials

Due to the type of work carried out by the City of Saint John it is necessary that evening and night shifts be maintained. Employees who work on a shift will receive additional remuneration at the rate of forty-five (45) cents per hour for all work performed from 4:00 p.m. to 12:00 midnight and fifty (50) cents per hour for all work performed between 11:00 p.m. and 8:00 a.m.

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14:02 Premium Pay

Employees engaged in live sewer work, penetrator operator, cleaning pollution plants, and making connections on thawing machines shall be paid a premium of fifty (50) cents per hour whether on regular or overtime work. Such premium shall commence from when an employee first engages in live sewer work, penetrator operation, cleaning pollution plants, and making connections on thawing machines and continue until the employee completes his working day but in any event, the employee shall receive the fifty (50) cents per hour premium for a minimum of four (4) hours pay. On overtime work, the employee who qualifies for the premium rate shall receive the fifty (50) cents per hour premium at the appropriate overtime rate.

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14:03 Tradesmen Premium

For the purpose of this Agreement, Tradesman is defined as a carpenter, mechanic, blacksmith, farrier, welder, painter, stationary engineer, and powderman who has a minimum of five (5) years experience, including training time in addition to having a tradesmen's certificate. All tradesmen hired after January 1st, 1965 shall have a trade certificate issued by the Department of

Labour of the Province of New Brunswick. An additional sixty (60) cents per hour shall be paid to all tradesmen in possession of trade certificates.

14:04 Unless a Department, Division, or Section, has a meal policy superior, as of January 1, 1981, to that herein, the following shall apply:

Any employee required to work beyond his regular shift for a minimum of (4) four hours or more shall be supplied with a hot meal where possible or sandwiches instead, or be given a 1 hour break for the purpose of being able to obtain a meal.

ARTICLE 15—Vacation Period and Statutory Holidays

15:01 All employees, while on vacation, shall receive from the Employer the rate of pay received two weeks prior to going on vacation. Employees having completed one year of continuous service shall be granted two weeks vacation with pay; employees having completed two years continuous service shall be granted three weeks vacation with pay; employees having completed ten (10) years continuous service shall be granted four weeks vacation with pay. Employees having completed twenty-five years continuous service shall be granted five weeks vacation with pay. For purpose of clarification, the vacation year shall be from July 1st to June 30th the following year. Caretakers and watchmen required to work on statutory holidays shall receive an additional 12 days vacation with pay in lieu of statutory holidays, and an additional floating holiday.

15:02 Extended Vacations for Long Service Employees

An employee who has completed his thirtieth (30) year of continuous service shall become eligible ONCE ONLY, for six (6) weeks continuous vacation with pay, which includes his normal entitlement mentioned earlier in this Article.

15:03 Such extended vacations must be taken with-in two (2) years of the qualifying date. Timing and allotment of extended vacation periods shall be at the discretion of the Director or Department Head to prevent any disruption of services. If not taken within that time, the additional two week period shall be forfeited. An employee shall qualify for an extra four weeks of unpaid vacation after every five years service. At the employee's option, the time may be consecutive with his regular paid vacation.

15:04 Employees proceeding on vacation shall receive such pay with their regular pay cheque before the vacation period.

15:05 Where an employee qualifies for sick leave during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at a time mutually agreed. This Article shall apply in cases where the employee is hospitalized or where such claim is verified by medical certificate. Any employee who makes a false claim under this Article shall be subject to disciplinary action. Any such deductions shall be from personal sick leave accumulation.

15:06 **Statutory** and Proclaimed Holidays

The Employer recognizes the following as paid holidays at the prevailing rate for (A) permanent, established and newly hired/promoted probationary employees aiming for permanency: (B) seasonal and casual employees who have completed four months service (service from the previous year counts in this calculation.)

15:07 All of whom are covered by this Agreement are not obliged to perform regular duties on such days, namely:

New Year's Day	New Brunswick Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Queen's Birthday	Christmas Day
Dominion Day	Boxing Day
Remembrance Day	

One floating holiday with pay at a mutually agreed upon time each year, for permanent, established and seasonal employees and any other day approved and proclaimed as a holiday by the Federal, Provincial and Municipal Governments.

15:08 When Christmas Day falls on a Monday, Tuesday, Wednesday, or Thursday, December 25th and December 26th shall be considered as paid holidays with time off.

15:09 When Christmas Day falls on a Friday, Saturday, or Sunday, employees shall be entitled to four (4) consecutive days off, two of which must be regular working days with pay.

15:10 When a holiday listed above or is proclaimed, falls on Saturday or Sunday, it shall be observed on the following Monday.

15:11 When a statutory or proclaimed holiday occurs during an employee's annual vacation, such employee shall be entitled to an additional day's vacation with pay, and such shall immediately follow the vacation period of such employee.

15:12 To be eligible for Statutory Holiday pay, the employee shall have worked the regularly scheduled work day before and the regularly scheduled work day after the holiday, unless the employee's absence on such days is due to one of the following reasons:

- 1) Told not to report for work
- 2) Sent home after reporting for work
- 3) In the case of inclement weather
- 4) Absence due to sickness of the employee
- 5) Absence due to death in employee's family

Employees on unpaid vacation leave are excluded from this provision.

15:13 Employees on vacation at any one time shall be limited to a reasonable number at the discretion of the Department Head concerned, so as not to curtail or interfere with the operation efficiency of the Department.

15:14 When any of the above noted holidays falls on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time mutually agreeable.

ARTICLE 16—Leaves of Absence

16:01 Compassionate and Mourner's Leave

2/11 Bereavement Leave — For purposes of clarification, bereavement leave shall be defined as an approved leave of absence from work for a specific period without loss of pay, seniority or other benefits for the purpose of making funeral arrangements and/or attending the funeral of a deceased member of the employee's immediate family after notifying the Employer.

16:02 In the event of the death of an employee's father, mother, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, or common law spouse, up to a maximum of three consecutive days shall be granted, one day which shall be the day of the funeral and to the extent that any or all of these days are scheduled working days. Duration of the leave of absence granted an employee in the event of the death of other "in-laws" shall be at the discretion of the Director concerned. In the event of

the death of an employee's grandparents, an employee shall be entitled to two days off with pay.

16:03 **Mourner's Leave** – In The event of the death of any member of the bargaining unit, the President or his appointee and Shop Steward of the Department concerned shall be granted paid leave up to a maximum of four hours for the purpose of attending the funeral and to pay last respects to the deceased.

16:04 An employee may be granted up to three (3) days leave of absence without loss of pay, in the event he is left homeless due to fire, flood, or any act of God, subject to the approval of the Director.

16:05 **Mourner's Leave** – One-half (1/2) day leave shall be granted without loss of salary or wages to attend a funeral as an active pallbearer.

16:06 The Employer shall grant leave of absence without pay and without loss of seniority to a maximum of one (1) month to any employee requesting such leave for good and sufficient cause. Such request shall be made in writing by the employee and submitted to the Director. Upon his recommendation and approval by the City Manager, such leave of absence shall be granted.

16:07 **Maternity Leave** --

An employee shall qualify for maternity leave AFTER COMPLETION OF THE PROBATIONARY PERIOD. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy up to a period of six (6) weeks before her time of delivery. Every employee who becomes pregnant shall notify the Employer at least three (3) months prior to the expected date of termination of her pregnancy.

16:08 Maternity leave shall cover a period of up to six (6)

months before or after the birth or adoption of a child of pre-school age. When a longer period is required for child care due to health reasons, the Employer shall grant an extension up to a maximum of one additional year. An employee who resigns for maternity reasons shall be considered as having been on leave without pay if she is re-employed within six (6) months of the date of her resignation.

16:09 During the period of maternity leave, if permissible under the relevant plans, the Employer shall continue to pay the pension, Blue Cross and Group Life Insurance. The Employee also agrees to pay her share. When an employee decides to return to work after maternity leave, she shall provide the Employer with at least two (2) weeks notice. On return from maternity leave, the employee shall be placed in her former position. If the former position no longer exists, or is permanently filled, she shall be placed in an equivalent position.

16:10 Grievance and Arbitration **Pay Provisions**

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

16:11 Leaves ~~of~~ Absence **For** Full-time Union ~~or~~ Public Duties

a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written requests, the Employer shall allow leave of absence without loss of seniority so that the employee may be a candidate in Federal, Provincial levels and that such leave of absence terminate when the employee is determined to be elected by the Returning Officer.

b) An employee who is elected or selected for a full time position with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without loss of seniority for a period of one year. Where the Union requests pay

and benefits for such absence the Union shall reimburse the Employer for all pay and benefits during the period of absence.

16:12 Veteran's Leave Allowance

The Employer shall continue to pay an employee's normal salary or wage when an employee is absent when called by the Canadian Pension Commission or while detained at a military hospital for observation, examination, or treatment in connection with a disability sustained as a result of military service, less any allowance or gratuity other than for transportation and meals, received by the employee from the Department of Veteran's Affairs. Employees shall be required to present Veteran's affairs chit for the amount of time detained.

(A) Military Service

1) Any employee who qualifies for acceptance by the C.A.F. (Reserves) shall be entitled to time off with full pay and benefits up to a maximum of 14 consecutive calendar days per annum for Reserve Training. This training time shall be in addition to holidays contained in this Collective Agreement.

2) Wages received for such approved Reserve Training shall be reported to the Employer and the employee shall have the option to choose the higher wage between the City and the Department of National Defence.

16:13 Employee shall be allowed leave of absence without loss of pay or seniority or benefits for the following reasons:

- Birth of male employees child – 1 day
- Adoption of child – 1 day

ARTICLE 17—Injury on Duty or Jury Duty

17:01 (a) When a Permanent, established or long term Seasonal (5 years or more) employee is injured on duty or is on Jury Duty

he shall receive full pay at the prevailing rates, subject nevertheless, in case of injury, to the provisions of the City of Saint John Pension Act, provided he has complied with Article 20:06.

(b) Any monies received by a permanent, established or long term Seasonal (5 years or more) employee, from the Workers' Compensation Board, or from Jury Duty in lieu of weekly pay, shall be paid to the Commissioner of Finance.

17:02 When an employee is injured on duty, the injury must be reported to his immediate supervisor as soon as possible after the injury and in any event, not later than the end of the working period in which the injury was sustained.

17:03 An employee making a false claim such as getting hurt off the job and claiming that the injury was caused on the job, may be discharged immediately. The Union shall not be liable for any action under this Article.

ARTICLE 18—Union Business

18:01 The Employer agrees that permission, on notification to the Director, shall be granted to not more than three (3) representatives of the Union to leave their employment temporarily in order to carry on discussions with the Employer or its representatives with respect to a grievance and they shall suffer no loss of pay for time so spent.

18:02 Leave of absence with pay and without loss of seniority shall be granted to the employees elected or appointed by the Union to attend Union Conventions and/or Seminars. The total aggregate number of days granted under this Article is not to exceed forty (40) working days for the bargaining unit per year.

18:03 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other representative when dealing with union

business with the Employer.

18:04 Any employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of up to one (1) year.

18:05 An employee on unpaid approved leave of absence for Union business shall receive his regular pay and benefits to the extent permitted by statute or regulations. The Union shall reimburse the Employer for all pay and benefits during the period of absence.

18:06 In the period six (6) months prior to the termination of this Collective Agreement, each member of the Union Bargaining Committee shall be entitled to one (1) day off with pay to prepare for negotiations, not to exceed five (5) employees.

ARTICLE 19—Pay Days, Service Pay & Retirement Pay

19:01 The Employer shall pay salaries and wages weekly in accordance with Article 28 — Pay Table — attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions. Necessary arrangements shall be made to cash pay cheques, at the discretion of the Director.

19:02 In recognition of the principle that an employee's knowledge and experience increase with the length of continuous service, the Employer agrees to pay service pay once a year in the following amounts:

Com. 4th year and incl. 7th year =
1.0% of gross annual earnings/Jan. to Dec.

Com. 8th year and inc. 11th year =
1.5% of gross annual earnings
Com. 12th year and inc. 15th year =
2.0% of gross annual earnings
Com. 16th year and inc. 19th year =
2.5% of gross annual earnings
Com. 20th or more =
3.0% of gross annual earnings

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19:03 Long Service Pay shall be due on November 30th of each year and shall be calculated on a pro-rata basis from the dates of eligibility to December 31st.

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On severance, an employee shall be entitled to Long Service Pay calculated on a pro-rata basis from December 31st to the date of departure. When an employee retires or dies, he/she or his/her estate shall receive the due amount of the Long Service Pay for that year.

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19:04 The Employer agrees to pay to each permanent and established employee upon retirement one (1) month's pay for every five (5) years or fraction thereof to a maximum of six (6) months pay. Retirement pay shall be paid at the same rate as that paid for regular time in the employee's permanent classification for the employee's last working period. Such payment shall be made in lump sum upon retirement and shall not be subject to deductions for Group Life Insurance nor City Pension. This benefit shall not apply when an employee resigns from service or is dismissed for cause. To qualify, the employee must have a minimum of five (5) years continuous service with the Employer as of the date of retirement. In case of death of an employee on the active payroll having five (5) or more years continuous service, such payment shall be made to the employee's dependents or estate.

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ARTICLE 20—Safety

20:01 The Employer and the Union shall co-operate in maintaining and perfecting safety measures now in effect.

20:02 A Saint John Civic Employees' Safety Council shall be continued with members appointed from Management and the Union. Both parties, in making their appointments, shall be motivated by the need of selecting people who will be most capable of promoting safety on the job.

20:03 The Union shall appoint two (2) members to the Council and the Employer shall appoint the Director of departments concerned and the Safety Officer as its representatives.

20:04 The Safety Committee shall hold regular meetings and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.

20:05 Minutes of Safety Meetings shall be kept and copies of such minutes be sent to the City Manager and the Union.

20:06 All employees working in any dirty or dangerous capacity shall be supplied with all necessary equipment. It shall be compulsory to wear and use such supplied safety equipment.

20:07 Time spent by employees in performance of their duties as members of the Joint Safety Committee shall be considered as time worked and payments shall be paid on the basis of straight time.

20:08 All Supervisors will consider it an important and essential part of their job to administer the safety program. They shall by precept and example, secure complete compliance with all safety regulations by all workmen under their direction.

20:09 The New Brunswick Occupational Safety Act and code shall be binding on the parties at all times.

20:10 The Parties recognize that the Occupational Safety Officer is responsible for the enforcement of the Occupational Safety Act and regulations under the code.

20:11 No employee shall be discharged, penalized, or disciplined for refusing to work on a job or in any work place or to operate any equipment where he believes that it would be unsafe until the matter has been investigated by the City of Saint John Safety Officer and a ruling made. Any employee found to abuse this Article shall be dealt with by the Joint Safety Committee.

20:12 Upon written request by the Union appointee on the Safety Committee, the employer shall make available any reports or records pertaining to a specific accident or injury at the next meeting of the Safety Committee.

20:13 Employees working in a hazardous environment shall be informed of any such hazard known to the City, and informed of what precautions to take.

20:14 The Employer shall provide such information, instruction, training and supervision as are necessary to ensure an employee's health and safety per Section 9 (2) (c) of the Occupational Health and Safety Act.

20:15 The Employer agrees to pay for the replacement of prescription glasses of those directed to weld by the Employer, when damaged by hot molten sparks or welding sparks.

ARTICLE 21—Clothing Issue and Transportation

21:01 The Employer shall maintain and supply suitable identified rubber clothing, rubber boots with safety toe-cap and two-piece overalls to be issued when necessary to permanent, established and seasonal employees of the Engineering & Works Department (Streets Maintenance and Construction Division, Sanitation, Asphalt, and Traffic Engineering Sections), Water & Sewerage Division, Maintenance and Supply Division, Engineering Division and the Recreation and Parks Department.

21:02 New items of clothing or rubber boots will not be issued until return is made of previous issue. Employees shall be supplied with a clothing chit and it shall be the duty of the employee to select the clothing required.

21:03 During inclement weather, all employees being conveyed from yard to job or vice versa shall be protected from the elements by properly covered mobile equipment.

21:04 The Employer agrees to reimburse all permanent and established employees up to the sum of \$70.00 toward the purchase price on an annual basis of safety shoes, boots and that they be worn as a condition of employment.

21:05 All casual employees are required to wear safety shoes/boots as a condition of employment. Each casual employee is responsible for the purchase of said shoes/boots either on their own or through a mutually agreed upon plan with their Employer.

21:06 (a) The Employer and the Union have agreed that the Employer will supply safety boots/shoes to permanent and established employees rather than reimbursing all employees the sum of \$70.00.

(b) Seasonal employees shall receive safety boots in the 12th month of accumulated work, and every 12 calendar months thereafter.

21:07 Any items of clothing not returned by casuals and seasonals to the above at the termination of employment in good condition (save and except normal wear) shall be paid for by the employee.

ARTICLE 22—Benefitto the City

22:01 An employee who furnishes an idea, which is adopted for improvements in the operation of a City Department, shall

receive recognition from the City in the form of a cash grant which the City deems proper, taking into consideration the value of the improvement.

22:02 Issuing of Orders

All orders shall be issued through the following: Commissioners, Deputy Commissioners, Directors, Chief Engineers, Assistant Directors, Engineers, Senior Engineering Technicians, General Superintendent, Superintendents, General Foremen, Foremen, and Sub-Foremen, and such personnel shall carry identification, indicating title — issued by the City. Such identification shall be shown to an employee being issued orders if such person is not known to the employee receiving such order.

22:03 Operator's Privileges

Operators shall be required to help on equipment that they operate if requested to do so by the Commissioner of Engineering and Works or designate when their equipment is in need of repair.

22:04 City agrees to register Sick Leave Plan with the Canadian Employment and Immigration Commission under Subsection 64(4) of the U.I. Act. Any benefit derived from such registration, the employee's portion shall be returned to the Union in trust on behalf of the employees. Such money shall be used to provide a benefit to the membership such as Education training.

ARTICLE 23—Welfare Benefits ✓

23:01 The Employers shall pay 75% of the premium of the present Group Life plan for permanent and established employees. Upon retirement employees shall receive a \$5,000 paid-up insurance policy from the City of Saint John.

700
075
72.
949

the group rates which shall be paid fully by retiree, to be deducted from pension cheque.

\$/ =
1/2

23:07 Sick Leave Plan Accumulation

Every Employee shall accumulate sick leave at the rate of 1 1/2 days per month worked up to a maximum of 200 days. Accumulated sick leave days accrued by the employee as of December 31, 1980 shall be carried forward.

23:08 Sick Leave Defined

Sick Leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the Workmen's Compensation Act.

23:09 For routine examinations by physicians, chiropractors, or dentists, or routine visits unless as a result of a previous illness every employee shall be entitled to a 1 1/2 days per year not to be deducted from Sick Leave.

23:10 Sick Leave Records

As soon as possible after the close of each calendar year, the Employer shall advise the Sick Leave Bank in writing of the amount of sick leave accrued to each employee's credit and to the Bank.

23:11 Union Sick Leave Bank Committee

The committee of Local 18 shall consist of two (2) Union members.

The Committee of Local Union 18, C.U.P.E. and the City shall consist of two representatives from the Union and two from the City.

23:12 Any disputes in regards to the administration of the sick leave plan as defined herein shall be submitted to the under-noted persons to act as a sole Arbitrator for arbitration in accordance with Article 55 of the Industrial Relations Act, RSNB.

The Arbitrator shall be chosen on an equitable rotating manner. If the first named is unable to act then the next in line shall hear the matter in dispute and give his final ruling within 72 hours from day of appointment which shall be final and binding on both parties.

Either party can submit a dispute to arbitration

Local 18 Nominee **Dr. R. Snow, 10 Mount Pleasant Avenue
Saint John, East, N.B., (652-3420)**

City of Saint John Nominee **Dr. Leonard Morgan, Westmount Drive,
Saint John, N.B., (657-6088)**

For greater clarification, either party may replace their nominee by giving written notice to the other party.

23:13 **Sick Leave Bank Credits**

No further accumulation to the Sick Leave Bank will be made after the Bank has a total of 800 days. When the Bank balance drops below 400 days, further credits will again be permitted to the Bank as per Article 23:16 and 23:20.

23:14 Sick Leave Bank Allotments

Application for an allotment from the Sick Leave Bank may be made by an employee, who, for example, through a prolonged illness, has exhausted his own sick leave credits.

No employee, employed on a seasonal, casual or temporary basis can apply to the sick leave bank, save and except a

seasonal employee who has worked 11 months out of 12 consecutive months; said employee will be eligible for the sick leave bank.

Such employees may be granted sick leave from the Bank upon the approval of the Union and the City Sick Leave Bank Committee upon production of the appropriate medical certificate. No allotment from the sick leave bank shall be made until the employee has exhausted all his accumulated sick leave and vacation credits.

Allotment of sick leave from the bank shall be at the daily rate equal to the employee's daily rate while on his accumulated sick leave. Under no circumstances shall there be any pyramiding of benefits.

23:15 Sick Leave and Vacation Leave

Any employee, who by reason of sickness has not completed his annual vacation prior to the end of any calendar year, may carry forward unused vacation to be taken by such employee following his return to work. Where such an employee is unable to return to work he shall be paid a lump sum equal to his remaining vacation pay entitlement.

23:16 Extension of Sick Leave

An employee with more than one (1) year of service who has exhausted his sick leave credits shall be allowed an extension of his sick leave to a maximum of fifteen (15) working days. Upon his return to duty, the employee shall repay the extension of sick leave in full before he accumulates credits again.

23:17 Subject to Article 23:12, every employee with one year or more of service will allow one day per year, commencing January 1, 1978, from his sick leave credits for that year to be added to the Sick Leave Bank.

23:18 Deduction from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days exclusive of holidays absent for sick leave. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one half a day. Sick leave shall be paid at the employee's rate of pay for his permanent classification in effect on the first day of sickness.

"An employee who is hospitalized on a paid holiday shall be entitled to receive sick pay and holiday pay for such holiday. In such event the paid sick day shall be deducted from the accumulated sick leave of such employee."

23:19 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of two (2) working days, certifying that he was unable to carry out his duties due to illness or due to exposure to a contagious disease.

Employees with more than four (4) 1 or 2 day uncertified sick leaves in any one 12 month period shall be required to produce a medical certificate from a doctor for all future absences on sick leave which occur within the same 12 month period. For the purpose of this Article, 12 month period shall be from January 1 to December 31. Any lost time associated with the above, shall be deducted from the entitlement under Article 23:09 and any medical certificate costs shall be paid by the City.

23:20 Sick Leave During Leave of Absence and Lay Off

When an employee is laid off on account of lack of work, or is granted an approved leave of absence, he shall not receive sick leave credits for the period of such absence but shall retain his cumulative credit, if any, existing at the time of such lay-off

or leave of absence. These credits, if any, may then only be used by the employee after he returns to active duty with the department. In the event the lay-off period is longer than six (6) months, the credits do not apply.

23:21 During the term of this Agreement, the Employer will replenish the bank once only with 400 days, when the bank drops below 400 days after which the bank shall be replenished in accordance with Article 23:16.

23:22 When an employee is absent due to attendance at a military hospital for observations, examination or out-patient treatment in connection with any disability sustained by such employee as a result of military service, there shall be no loss of pay or deductions from accumulated sick leave. Employees shall be required to present a Veteran's Affairs chit for the amount of time detained by the D.V.A.

23:23 The Employer shall provide the Union with a copy of all up-to-date employee benefit and health and welfare plan text and amendments. This article shall not apply to pension plan information.

ARTICLE 24—Technological Change

24:01 In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present methods of operation, such employee shall at the expense of the City, afforded a period not to exceed one (1) year during which to perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in salary during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

24:02 Should the introduction of new methods of operation create a need for the perfection or acquisition of skills, re-training time shall be afforded any such employee affected.

24:03 The Employer agrees to continue its program to train and/or upgrade skills of heavy equipment operators to reach maximum potential and efficiency.

ARTICLE 25—Plural or Feminine Term

25:01 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

ARTICLE 26—Job Security

Permanent, established and long-term seasonal (five years or more service) employee shall not be laid off or suffer a reduction in working hours as a result of the Employer contracting out its services.

During periods of inclement weather no permanent, established or long-term seasonal (5 years or more service) employee will suffer any reduction in working hours. The employer will make an effort to provide work for other employees where possible.

ARTICLE 27—Term of Agreement

Duration

This Agreement shall take effect and be binding on the parties hereto for the period from January 1st, 1985 to December 31st, 1987, A.D. inclusive and shall remain in force for successive periods of twelve months thereafter, unless either party requests negotiation of a new or replacement Agreement by giving notice to the other party within ninety (90) days prior to the expiration date of this Agreement or any renewal thereof.

Such notice(s) shall specify any addition, deletion or alteration desired.

Changes in Agreement

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

Notice of Changes

Either party desiring to propose changes to this Agreement shall, within 90 days prior to the termination date, give notice in writing to the other party of the changes proposed. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

Agreement to Continue in Force

Where such notice requests revisions only, the following conditions shall apply.

Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed, or the right to strike or lock out occurs, whichever occurs first.

ARTICLE 28—Classification/Wages — Pay Table

Job classifications by Group and Wage Rates applicable:

	1985	1986	1987
GROUP I			
Labourer I	10.57	10.99	11.43 ✓

Casual employee under the Local Union No. 18 Working Agreement with less than six months cumulative service within a consecutive two-year period from January 1st, 1972 onward.

Labourer II 10.87 11.30 11.75 ^B

Applies to any permanent, established or seasonal employee. Also, to a casual employee with six (6) months or more cumulative service within a consecutive two-year period from January 1st, 1972 onward.

GROUP II

Watchman 10.97 11.41 11.87
(Whether dispensing gas or not)

GROUP III

10.98 11.42 11.88
 Groundskeeper (Rec. & Parks)
 Asphalt Sprayman
 Catch-Basin Cleaning Machine Helper
 Manhole Builder Asphalt Ironer (Hand)
 Asphalt Roller (Hand)
 Curb Setter
 Cement Finisher
 Meter Repairman
 Pneumatic Jackhammer Operator

GROUP IV 11.11 11.55 12.01 ^A

Chauffeur
 Sand & Gravel Checker
 Gas Attendant
 Weighman
 Asphalt Burnerman
 Teamsters
 Power Saw Operators
 Kubota or like

GROUP V 11.28 11.73 12.20

Broom Assembler
Pipelayer
Asphalt Raker
Asphalt Equipment Maintenance
Plant Maintenance Man (Water & Sewerage)
Storekeeper
Tradesman's Helper (a)*
Air Compressor Operator (5 cents
extra per hour for pneumatic
jackhammer operation)
Rodman-Chainman
Sanitary Collector (Drives straight truck)
Assistant Deputy Market Clerk
Automotive Lubrication Serviceman
Service Truck Driver
Jeep Operator (Snow plowing commencing
Nov. 1st and ending March 31st the
following year).
Kubota or like (Commencing Nov. 1st
and ending March 31st the
following year.)
Bucket Truck
Gang Mower (5 reels or more)
Hydrant Repairman

GROUP VI 11.44 11.90 12.38

Assistant Timekeeper
Stockkeeper
Stationary Engineer
Powderman (over two but less than
5 years at trade)
Sub-Foreman (b)**
Garbage Packer Operator
Bailing Plant Machine Operator

Arena Attendant (e)***** Per Hour	444.40 (11.11)	462.18 (11.55)	480.67 (12.01)
Park Attendant (e)***** Per Hour	444.40 (11.11)	462.18 (11.55)	480.67 (12.01)
Ice Plant Operators Per Hour	471.11 (11.78)	489.95 (12.25)	509.55 (12.74)

- (a)' After successfully completing two (2) years study and training at the trade including Trade School and Apprenticeship will be paid Group VI.
- (b)** Other than permanent or established employees, shall be paid in Group VII after five (5) seasons at that classification in Group VI.
- (c)*** Other than permanent or established employees shall be paid in Group VIII after five (5) seasons at that classification in Group VII.
- (d)**** Based on a 42 hour work week, Monday through Saturday.
- (e)***** This rate shall apply unless the Arena Attendant or Park Attendant is operating a bucket truck or gang mower or other equipment specified in this agreement, in which event, for the time such equipment is being operated, the Arena Attendant or Park Attendant will be paid the rate applicable to such equipment under this agreement, but shall otherwise be considered as an Arena or Park Attendant.

It is agreed that all monetary and non monetary articles are fully retroactive to January 1st, 1985.

ARTICLE 29– Consumer Price Index Escalator Clause

It is hereby understood and agreed upon that should the Consumer Price Index for Canada (1961 base = 100 points) as prepared by Statistics Canada increase by more than seven (7) whole per cent on an annual basis for the period from December 1974 to December 1975, whatever whole percentage that may be produced in excess of 7% shall be converted into an additional cents per hour wage increase calculated on the Labourer II rate for 1976, (5.34 per hour) for all positions within the bargaining unit, commencing July 1st, 1976, and thereafter, until superseded by a revised wage schedule.

Any cost of living adjustment made shall be included in the employees regular pay rate for all purposes.

ARTICLE 30

The Employer will at its own expense undertake to have conducted a position classification and pay plan survey and the Union will co-operate in the survey providing that a satisfactory agreement can be reached between the firm and the C.U.P.E. Director Job Evaluation of the survey system to be employed.

Employees will be provided the right to appeal classification and allocations of assignments, with a binding decision to be made by a single arbitrator after a hearing. The arbitrator will be chosen from a panel of not fewer than three or more than five individuals not associated with the Employer or the Union, but who are engaged in personnel functions related to position classification and pay plans.

The Union shall be entitled to an observer of its choice, at its expense, at all meetings and receive all materials relating to position classification survey for wages and benefits in like manner as the Employer observer.

ARTICLE 31

The Collective Agreement shall be printed in booklet form and the City shall bear 50% of the cost of printing established by the lowest tender acceptable to the City.

IN WITNESS WHEREOF the Employer has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized officers, and the Union has caused this Instrument to be executed by their proper Officers hereto duly authorized the day and year first written above.

SIGNED, SEALED AND DELIVERED

in the presence of: **THE CITY OF SAINT JOHN**
("THE EMPLOYER")

(Sgd.) Elsie E. Wayne
Mayor

(Sgd.) Mary L. Munford
Common Clerk

A.G. McDermott
Witness

LOCAL NO. 18
CANADIAN UNION OF PUBLIC
EMPLOYEES.
("THE UNION")

(Sgd.) Frank Martin
President

(Sgd.) Peter R. Gould
Secretary

David Gould
Witness

LETTERS OF AGREEMENT

BETWEEN: The City of Saint John

AND: C.U.P.E. Local 18

DATED: September 5, 1985

It is herein agreed that for the 1985-1987 Working Agreement only monetary Articles shall be fully retroactive to January 1, 1985.

Frank Martin
FOR THE UNION

Mary L. Munford
FOR THE EMPLOYER

Elsie E. Wayne