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COLLECTIVE AGREEMENT
BETWEEN
SAINT JOHN PORT CORPORATION
AND
PUBLIC SERVICE ALLIANCE OF CANADA
AND ITS LOCAL 60611
SAINT JOHN, NEW BRUNSWICK

OCTOBER 1, 1991 TO SEPTEMBER 30, 1993

0815703

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ARTICLE A-1

PURPOSE OF AGREEMENT

- A-1.01** The purpose of this Agreement is to maintain harmonious **and mutual** beneficial relationships between the Saint John Port Corporation, **herein** referred to as the Employer, the **Employees** and the **Public Service Alliance of Canada**, herein referred to as the Alliance, to **set** forth certain terms **an** conditions, of employment relating to pay, **hours** of work, Employee benefit and **general** working conditions affecting Employees **covered by thi** Agreement **and** to ensure that all reasonable measures are provided forth safety and occupational health of the Employees.
- A-1.02** The parties to this Agreement share a desire to improve the quality of th Saint John Port Corporation, and **to** promote well being and increase th productivity of the Employees to the end that the people of Canada **will** b well and efficiently served. Accordingly **the** parties are **determined** t establish, within the framework provided by **law** an effective **workin** relationship at **all** levels in which members of the bargaining **unit** ar employed.

ARTICLE A-2

INTERPRETATION AND DEFINITIONS

A-2.01

For the purpose of this Agreement:

- (a) "Employer" means the Saint John Port Corporation.
- (b) "Employee" means a person who is a **member of** the bargaining unit.
- (c) "**Alliance**" means the Public Service Alliance of Canada.
- (d) "Union" means the Public Service Alliance of Canada, Union Local 60611 at the Saint John Port Corporation.
- (e) Common Section - the terms and conditions outlined herein **apply** to all Employees covered in Appendix "**B**".
- (f) Clerical Section - the terms and conditions outlined herein apply to only those Employees covered in Appendix "**B (a)**".
- (g) Security Section - the terms and conditions outlined herein apply to only those Employees covered in Appendix "**B (b)**".
- (h) "Call-Out" means when **an** Employee is notified to report to **work while Off-Duty**".

ARTICLE A-3

A RIGHTS

A-3.01

Except as specifically provided herein, nothing in this Agreement shall limit the Employer in the exercise of its functions of management, under which it shall have, among other things, the right to hire new Employees, to train personnel and to direct the working force, including the promotion, demotion and transfer of Employees; to discipline, suspend, discharge for cause and to require Employees to observe the Employer's rules and regulations not inconsistent with the provisions of this Agreement.

ARTICLE A-4

SCOPE AND RECOGNITION

A-4.01

- (a) The following conditions of work, insofar as the Employer has the right to agree thereto, shall apply to Employees working at the Saint John Port Corporation, Saint John, New Brunswick.
- (b) The Employer recognizes the Alliance as the sole bargaining agent for the Employees occupying positions as described in the certificate issued by the Canada Labour Relations Board, 27th day of September, 1985 - Saint John and identified in the classifications set forth in Appendix "B" hereof.

ARTICLE A-5

STATE SECURITY

A-5.01

Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulation given or made by, or on behalf of, the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

ARTICLE A-6

NO CESSATION OF WORK

A-6.01

The parties agree that there shall be no strikes, walk-outs, lockouts or a other interruption of work during the term of this Agreement.

ARTICLE A-7

ALLIANCE REPRESENTATIVES AND COMMITTEES

- A-7.01** The Employer acknowledges the right of the Alliance to appoint Employees as Union Stewards, and **in** their absence their **alternates**. The Employer **shall** be advised by **letter** of the names of **those** so appointed before they are recognized.
- A-7.02** **The Employer** and the Alliance shall **determine the** jurisdiction of **each** Representative having regard to the plan of organization, the distribution of Employees at the work place and the administrative structure implied by the grievance procedure covered by this Agreement.
- A-7.03** A Union Steward shall obtain permission **of** his immediate Supervisor/Lieutenant or Designate before **leaving** his work - to investigate a complaint or grievance raised by an Employee. The Steward is to **advise** his Supervisor/Lieutenant or Designate upon **his** return to **duty**.
- A-7.04** In the processing of complaints, grievances **or** disputes, the **Employee(s)** concerned and their **Representative(s)** will be granted reasonable time of for the purpose of attending meetings arranged with management, a Conciliator, a Conciliation Board, or **an Arbitrator**. Where such meetings or proceedings are held during the scheduled working hours of **the** Employees concerned, there will **be** no deduction from their pay for **such hours**.
- A-7.05** Where operational requirements permit, the Employer shall grant time off to not more than **two** Employees who are required to attend meetings **arrange** with management on behalf of the Union. Where such meetings are **held** during the scheduled working hours of the Employees involved, there will be no deduction from their pay.
- A-7.06** Where operational requirements permit, the Employer shall grant **leave** without pay to not more than two Employees at any one time to **atten** Alliance Executive meetings or training programmes, also **Alliance** conventions and/or that of their affiliates.

A-7.07

**A duly accredited Representative of the Alliance may be permitted a—
to the Employer's premises to assist in the resolution of a complaint (grievance, and to attend meetings. Such permission shall not be
unreasonably withheld.**

A-7.08

**If an Employee is elected or selected for a full-time position with the Alliance
the Employer may grant, at its discretion, leave without pay for up to or
year following consultation between the parties regarding operation
requirements. Such leave without pay shall not be unreasonably withheld**

ARTICLE A-8
UNION SECURITY

- A-8.01** The Employer shall, as a condition of employment, deduct monthly from all Employees an amount equal to the prevailing monthly dues of the Alliance, including Alliance insurance premiums, and shall remit same, by cheque, to the Comptroller of the Public Service Alliance of Canada in the months following their deduction. In making such remittance of dues relating to the first month of each calendar year, the Employer shall provide the Alliance with a complete list, in triplicate, of those Employees from whom deductions have been made; thereafter, the Employer shall provide the Alliance with corrections to the list showing names to be added or removed therefrom.
- A-8.02** For the purpose of applying Clause 8.01, payroll deductions for the payment of Alliance dues, and insurance premiums, shall commence the month following an Employee's entry into service of the Employer.
- A-8.03** The Employer shall not be held liable or responsible for any such dues other than those actually collected on behalf of the Alliance and it is understood and agreed that the Alliance shall indemnify and save harmless the Employee from any and all claims which may be made by an Employee or Employees for amounts deducted from wages as herein provided.
- A-8.04** Where an Employee does not have sufficient earnings in respect of any month to permit deductions, the Employer shall not be obliged to make such deductions from subsequent earnings.

INFORMATION FOR EMPLOYEES AND THE ALLIANCE

- A-9.01** **The Employer shall supply** the Alliance with the name, address and classification of each **new** Employee in the bargaining unit **in the month following** their entry into the **service** of the Employer.
- A-9.02** The Employer agrees to provide the **Alliance** with one **(1)** copy of the Collective Agreement for each Employee in the bargaining unit.
- A-9.03** **The Employer shall provide bulletin** board space for the posting of **notice** pertaining to elections, appointments, meetings, news items and social and **recreational affairs** providing they are not detrimental to the Employer. All items listed **above shall** refer directly to **Alliance** business.
- A-9.04** The Employer agrees to provide the **Alliance** Representative with **a** copy of those personnel directives directly affecting Employees of this **bargaining** unit.
- A-9.05** The Employer, on written request, agrees to provide an Employee with a complete and current written statement of his duties **and responsibilities**.

ARTICLE A-10

SEVERANCE PAY

- A-10.01 An Employee who has one year or more of continuous employment is entitled to be paid severance pay at the time of lay-off.
- A-10.02 In the case of an Employee who is laid off for the first time the amount of severance pay shall be ~~two~~ (2) weeks' pay for the first and one (1) week's pay for each succeeding complete year of continuous employment, less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer, but the total amount of severance pay which may be paid under this clause shall not exceed twenty-eight (28) weeks' pay.
- A-10.03 In the case of an Employee who is laid off for a second or subsequent time the amount of severance pay shall be one week's pay for each ~~completed~~ year of continuous employment, less any period in respect of which ~~he~~ was granted severance pay, retiring leave ~~or~~ a cash gratuity in lieu thereof by ~~the~~ Employer, but the total amount of severance ~~pay~~ which may be paid under this clause shall not exceed twenty-seven (27) weeks' pay.
- A-10.04 In no case shall the total amount of severance pay exceed twenty-eight (28) weeks' pay regardless of the number of times an Employee is laid off.
- A-10.05 Resignation
- Subject to Clause A 10.06, an Employee who ~~has~~ ten (10) ~~or~~ more years of continuous employment is entitled to be paid on resignation, severance pay equal to the amount obtained by multiplying half (1/2) of his weekly rate of pay on resignation by the number of completed years of his ~~continuous~~ employment to a maximum of ~~twenty-six~~ (26) less any period in respect of which ~~he~~ was granted severance pay, retiring leave or a cash gratuity ~~in lieu~~ of retiring leave.

A-10.06

Retirement

On termination of employment, an Employee who is entitled to an immediate annuity, or an Employee who has attained the age of fifty-five (55) and is entitled to an immediate annual allowance under the Public Service Superannuation Act, shall be paid severance pay equal to the product obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment to a maximum of twenty-eight (28), less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave from the Employer.

A-10.07

Death

Regardless of other benefit payable, if an Employee dies, there shall be paid to his estate an amount equal to the product obtained by multiplying his weekly rate of pay at the time of death by the number of completed years of his continuous employment to a maximum of twenty-eight (28), less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu thereof from the Employer.

A-10.08

Under no circumstances shall the maximum severance pay provided under each of the above clauses be pyramided.

A-10.09

The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the Employee is entitled in accordance with Appendix "A" of this Agreement and shall not include acting pay.

ARTICLE A-11

GRIEVANCE PROCEDURE

A-11.01

Consultation

When an Employee **feels he has a complaint, he shall** be encouraged to consult with his Supervisor/Lieutenant or Designate in respect to such complaint, accompanied, if **he** so wishes, by his Union Representative.

Failure to so consult **on** such a complaint shall in no way affect his right to file a formal grievance in the manner set forth in this article.

A-11.02

Formal Grievance

When an Employee feels himself to **be** aggrieved, he shall **be** entitled to **file** a written grievance in the manner hereinafter prescribed.

A-11.03

(a) An Employee may be assisted and/or represented by the Alliance **when** presenting a **formal** grievance at any level of the **grievance** procedure.

A-11.04

Step No. 1

An Employee may present a grievance to the designated Representative to management at Step 1 not later than twenty (**20 working** days after the date on which he becomes aware of **the** circumstances giving rise to **the** grievance.

A-11.05

Management's designated Representative at Step 1 shall reply to a Employee's grievance within ten working days after the grievance is presented.

A-11.06

Step No. 2

An Employee **may** present a grievance to management's Representative at the second step, either:

- (a) When the decision rendered by management's Representative at the first step is not satisfactory to him, within ten (10) days after the **decision has been** conveyed in writing to him, or
- (b) When the Employer has not conveyed a decision in writing to him within the time limits prescribed in Article A 11.05 within thirty (30) days after he presented the grievance at the first step.

A-11.07 Management's designated Representative at Step 2 shall reply to an Employee's grievance within ten (10) days after the grievance is presented in accordance with Article A-11.06.

A-11.08 Step No. 3

An Employee may present a grievance to management's representative at the third step, either:

- (a) When the decision rendered by management's representative at the second step is not satisfactory to him, within ten (10) days after the decision has been conveyed in writing to him, or
- (b) When the Employer has not conveyed a decision in writing to him within the time limits prescribed in Article A-11.07 within thirty (30) days after he presented the grievance at the second step.

A-11.09 Management's designated Representative at Step 3 shall reply to an Employee's grievance within ten (10) days after the grievance is presented in accordance with Article A-11.07.

<u>Step</u>	<u>Union Representative</u>	<u>Management Representative</u>
1	Alliance Representative	Supervisor/Lieutenant (Designate)
2	Alliance Representative	Department Head (Designate)
3	Alliance Representative	General Manager (Designate)

A-11.10

A grievance arising directly between the Employer and the Alliance involving the interpretation, application or alleged violation of this Agreement shall be submitted in writing. In the case of the Alliance, such a grievance shall be submitted to the Employer's designated Representative at Step 3 of the grievance procedure within fifteen (15) days of the date on which it becomes aware of the circumstances giving rise to the grievance. In the case of the Employer, such a grievance shall be presented to the Alliance within fifteen (15) days of the date on which it becomes aware of the circumstances giving rise to the grievance. When such a grievance is received by either party, a meeting shall be convened between representatives of the two parties within ten (10) days in an effort to resolve the issue in dispute. Failing settlement within fifteen (15) days of the date on which the grievance was submitted, the grievance may be referred to arbitration, as hereinafter provided. The parties agree that such a grievance shall not be submitted solely to circumvent the normal grievance procedure.

A-11.11

Where a difference arises between the parties relating to the adjustment of a grievance, the Alliance may, after exhausting the grievance procedure established in this Article, notify the other party in writing within thirty (30) days of its intention to refer the matter to a Board of Arbitration and the name of its nominee to such a Board.

A-11.12

A Board of Arbitration established pursuant to this Article shall consist of one (1) member selected by the Employer and one (1) member selected by the Alliance together with a third member who shall be the Chairman and who shall be jointly selected by the other two members. If agreement cannot be reached as to the selection of a Chairman, either party may then request the Federal Minister of Labour to appoint a Chairman.

A-11.13

The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any Employee affected by it.

A-11.14

Each party shall pay its own expenses and the expenses of its nominee and the parties shall share equally the expenses and fees of the Chairman.

A-11.15

An Arbitration Board shall have no power to alter, add to, subtract from amend, modify, or substitute any part of this Agreement.

A-11.16 By mutual agreement, a single arbitrator may be asked to render **decision on** a dispute in which case his fee and expenses shall be borne **equally by the parties**.

A-11.17 **General**

In determining the time limits within **which** any action **is** to be taken as prescribed in **this** procedure, Saturdays, Sundays and Holidays shall be excluded.

A-11.18 **The time** limits **stipulated** in this Article **may** be **extended** by mutual agreement between the Employer and the Employee and where appropriate the Alliance.

A-11.19 Where it appears that the nature of the grievance is **such** that a **decision** cannot be given below a particular level of **authority**, **any** ~~**or**~~ all the **level** except the final **level** may be eliminated by mutual agreement of the Employer and the Alliance.

ARTICLE A-12

JOINT CONSULTATION

- A-12.01** **The** Alliance and the Employer acknowledge the mutual benefits to be derived from joint **consultation** and **hereby** approve the **establishment** of Labour-Management Committees consisting of Alliance Representatives and Management Staff.
- A-12.02** Consultation may take place **for** the purpose of providing information, discussing the application of Employer's **policy** or airing problems to promote understanding, but it is expressly understood that no commitment may be made by **either** party on a subject that is not within their authority or jurisdiction nor shall any commitment made be construed as to alter, amend, add or to modify the terms of this Agreement.
- A-12.03** Upon the request of either Party, the **parties** to this Agreement **shall** consult meaningfully **at** the appropriate level about contemplated **changes** in conditions of employment **or** working conditions not **governed** by this Agreement.
- A-12.04** The Local's President may attend regular meetings in **order** to **address** a specific subject. However, if it is to attend **the** meeting as a **committee** member than the president must, as per past practice, replace one of **the** regular **committee** members.

ARTICLE A-13

SUCCESSOR CLAUSE

A-13.01

The successor rights and obligations portion of the Canada Labour Code Part V shall apply should any question arise during the term of this agreement.

ARTICLE A-14

DURATION AND RENEWAL

- A-14.01 The duration of this Agreement shall be from the 1st day of October, 1991 until the 30th day of September, 1993.
- A-14.02 Unless otherwise stipulated, the provisions of this Agreement shall become effective on the date this Agreement is signed.
- A-14.03 This agreement may be amended by mutual consent,

ARTICLE A-15

CARRY-OVER OF ANNUAL LEAVE

A-15.01

Upon a written request submitted before October 1st of the current year, an Employee shall be granted up to one week carry over of his Annual Vacation Leave provided that previous carry overs have been liquidated.

ARTICLE A-16

PUBLIC SERVICE ACT, REGULATIONS AND DIRECTIVES

A-16.01

The Act, Regulations and Directives specified hereunder shall apply to this Agreement in their entirety.

- (a) Public Service Superannuation Act and Regulations.**
- (b) Disability Insurance Plan Regulations.**
- (c) Removal Expense Regulations.**
- (d) Treasury Board Travel Directive.**
- (e) Canada Labour Code Part IV.**
- (f) Canada Labour Code Part V.**

ARTICLE B-1

RESTRICTIONS ON OUTSIDE EMPLOYMENT

B-1.01

Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, Employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer.

ARTICLE B-2

HOURS OF WORK

- B-2.01** For the purpose of this Agreement, a week **shall** consist of seven (7) consecutive days beginning at 00.01 hours **Sunday morning and ending** at 24.00 hours Saturday. A day ~~is~~ a twenty-four (24) hours period commencing at 00.01 hours.
- B-2.02** Day Work
- The scheduled work week **shall be** thirty-seven and one-half (37 1/2) hours **Monday to Friday** inclusive **and** the scheduled work day shall be **seven and one-half (7 1/2)** consecutive hours, exclusive of a lunch period, **between** the hours of 7:00 A.M. **and 6:00 P.M.**
- B-2.03** The Employer **agrees that** before any schedule of working hours is changed, the change will be discussed with the **Alliance** Representative, including establishment of summer **and** winter hours of work.
- B-2.04** The Employer may require Employees to register their **attendance in a form**, or forms to **be** determined by the Employer.

ARTICLE B-3

OVERTIME

B-3.01

Definition

- (a) "Overtime" means any work authorized in advance and performed by the Employee which is in excess or outside of an Employee's normal scheduled hours of work.

An Employee who is required to work overtime shall be paid at the applicable overtime rate.

- (b) "Straight Time Rate" means an Employee's weekly rate of pay divided by the regular weekly hours of work established by this Agreement.
- (c) "Time and One-half" means one and one-half (1 1/2) times the straight time rate.
- (d) "Double Time" means two (2) times the straight time rate.

B-3.02

Assignment of Overtime Work

- (a) The Employer shall make every reasonable effort to allocate overtime on an equitable basis among readily available qualified Employees.
- (b) Employees required to work overtime shall be given at least five (5) hours advance notice of such requirement except in an emergency situation.

B-3.03

Overtime Compensation

- (a) An Employee shall be paid overtime at the applicable overtime rate for each fifteen (15) minute period of overtime worked.
- (b) An Employee shall be paid double time for all hours of overtime worked in excess of eight (8) consecutive hours of overtime in a contiguous period.
- (c) An Employee shall be paid double time for all hours scheduled on the Employee's regular day off, if he is required to work.

- (d) An Employee scheduled to work outside of his regular hours of work and not contiguous with those hours of work, shall be paid at the rate of time and one-half with a minimum of four (4) hours straight time pay.

B-3.04

Call-Back and Reporting Pay

An Employee called back for duty which is not contiguous with his regular hours of work shall be entitled to the greater of,

- (a) Compensation at the applicable overtime rate, or
- (b) Compensation equivalent to four (4) hours pay at time and one-half (1 1/2) his normal rate of pay.

B-3.05

Meal Allowance

An Employee who works more than three (3) hours of overtime immediately before or following his normal hours of work, or who works more than ten and one-half (10 1/2) hours on a Saturday, Sunday or statutory holiday, shall

- (a) Be paid an amount of six dollars and fifty cents (\$6.50) effective October 1, 1991, and six dollars and seventy-five cents (\$6.75; effective October 1, 1992 as meal allowance;
- (b) Be granted adequate time off with pay for a meal break.

B-3.06

Compensating Time

- (a) Overtime shall be compensated in cash except where upon mutual agreement between the Employee and the Employer, overtime may be compensated in compensatory leave with pay.
- (b) The Employer shall grant compensating time off at times convenient to the Employee and the Employer.
- (c) Compensatory leave with pay not used by the end of the calendar year will be paid for in cash.
- (d) Overtime shall be compensated by cash payment not later than two (2) weeks following that in which the overtime was worked.

B-3.07

There shall be no duplication of overtime payments.

ARTICLE B-4

DESIGNATED PAID HOLIDAYS

B-4.01

Subject to Clause B-4.02, the following days shall **be** designated paid holidays for Employees:

- (a) NEW YEAR'S DAY
- (b) GOOD FRIDAY
- (c) EASTER MONDAY
- (d) The day fixed by proclamation of the Governor-in-Council for celebration of the Sovereign's Birthday.
- (e) DOMINION DAY
- (g) FIRST MONDAY IN AUGUST
- (g) LABOUR DAY
- (h) The day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving.
- (i) REMEMBRANCE DAY
- (j) CHRISTMAS DAY
- (k) BOXING DAY
- (l) The afternoon of the last working day before Christmas Day and the afternoon of the last working day **before** New Year's Day. Notwithstanding any other provisions of this section, **Employees who** are required to work these afternoons will only be granted equivalent time off with pay.

If the Governor-in-Council declares Heritage Day as a general holiday, it shall be included as a "Designated Paid Holiday" for the purpose of this Agreement.

B-4.02

An Employee is not entitled to be paid for a holiday on which **he** does not work when he is not entitled to pay for at **least** fifteen (15) days during the **thirty** (30) calendar days immediately **preceding** the designated holiday.

B-4.03**Holiday Falling On A Day of Rest**

When a day designated as a holiday under Clause B-4.01 coincides with an Employee's day of rest, the holiday shall be moved to the Employee's first scheduled working day following his day of rest,

B-4.04

When a day designated as a holiday for an Employee is moved to another day under the provisions of Clause B-4.03

- (a) **Work performed by an Employee on the day from which the holiday was moved, shall be considered as work performed on a day of rest, and**
- (b) **work performed by an Employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.**
- (c) **Work performed by an Employee on a designated paid holiday shall be compensated for the first seven and one-half (7 1/2) hours at two times his regular rate, in addition to his regular rate for the day.**

B-4.05**Holiday Coinciding With Day of Paid Leave**

Where a day that is a designated holiday for an Employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

ARTICLE B-5

VACATION LEAVE

B-5.01 Accumulation of Vacation Leave

An Employee shall earn vacation leave credits for each calendar month during which he receives pay for at least ten (10) days; he shall earn credits at the following rate:

- (a) One and one-quarter ($1 \frac{1}{4}$) days per calendar month.
- (b) One and two-thirds ($1 \frac{2}{3}$) days per calendar month if he has completed ten (10) years of continuous employment, commencing with the month in which he earns at least ten (10) days' pay following the date on which he completes ten (10) years of continuous employment.
- (c) Two and one-twelfth ($2 \frac{1}{12}$) days per calendar month if he has completed twenty (20) years of continuous employment, commencing with the month in which he earns at least ten (10) days' pay following the date on which he completes twenty (20) years of continuous employment.
- (d) Two and one-half ($2 \frac{1}{2}$) days per calendar month if he has completed thirty (30) years of continuous employment commencing with the month in which he earns at least ten (10) days' pay following the date on which he completes thirty (30) years of continuous employment.

B-5.02 An Employee is entitled to vacation leave with pay to the extent of his earned credits but an Employee who has completed six (6) months of continuous service may, at the discretion of the Employer, receive an advance of credit equivalent to the anticipated credits for the vacation year.

B-5.03 The vacation year shall be from January 1st to December 31st.

- (a) An Employee's vacation leave shall normally be taken during the vacation year in which he has earned vacation leave credits. The Employee shall advise the Employer of his vacation preference by April 1st.

- (b) Subject to operational requirements, the Employer will **attempt** to:
 - i) grant ~~vacation~~ leave during ~~the~~ year **in** which it was earned;
 - ii) grant each **Employee** on request at least three (3) consecutive weeks of vacation leave;
 - iii) grant vacation leave as may be requested by the Employee,
- (c) The Employer, at its discretion, may grant vacation leave to ~~an~~ **Employee** during his first six (6) months of employment.

B-5.04

The Employer shall give an Employee as much notice as is practicable and reasonable of approval or disapproval of a request for vacation leave. In the case of disapproval, alteration, or cancellation of **such leave**, ~~the~~ Employer shall give the reason therefore.

B-5.05

Where, in respect of any period of vacation leave, **an** Employee is granted another type of paid leave, the period of vacation leave ~~so~~ displaced shall either ~~be~~ added to ~~the~~ vacation period if requested by the Employee and approved by the Employer or reinstated for ~~use~~ at a later date.

B-5.06

Recall From Vacation Leave

- (a) The Employer will make every reasonable effort not to recall an Employee to duty after he has ~~proceeded~~ on vacation leave.
- (b) Where, during any period of vacation leave, an Employee is recalled to duty, he shall be reimbursed expenses that he incurs;
 - i) in proceeding to his place of duty;
 - ii) in returning to the place from which he was recalled if **he** immediately resumes vacation upon completing the **assignment** for which he was recalled;

after submitting **such** accounts as are normally required by the Employer.
- (c) The Employee shall not ~~be~~ considered as being on vacation leave during **any** period in respect of which **he** is entitled under Clauses B-5.07 (a) **and** (b) to be reimbursed for reasonable expenses incurred by him.

B-5.07

Leave When Employment Terminates

When an Employee dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation and furlough leave to his credit by the daily rate of pay applicable to the Employee immediately prior to termination of his employment.

B-5.08

Advance Payments

- (a) Requests for advance vacation pay, on the prescribed form, must be received in Personnel Department 14 calendar days prior to the Friday immediately preceding the first day of vacation.
- (b) Advance vacation payments will be made for periods of not less than one week or multiples thereof.

B-5.09

Providing the Employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

B-5.10

Vacation Leave Scheduling

Where a dispute develops respecting the granting of leave to more than one Employee at the same time, the Employer will consult with Union Representatives. Failing to reach agreement seniority in years shall be the only governing factor providing operational requirements permit.

B-5.11

Provided past service with the Employer has not been interrupted by continuous break in service exceeding three (3) months, such service shall count towards the qualifying period of continuous employment for the purpose of determining vacation leave entitlement.

ARTICLE B-6

SICK LEAVE

B-6.01

Credits

An Employee shall earn sick leave credits at the rate of one and ~~one-quarter~~ (1 1/4) days for each calendar month for which he earns pay for at least ten (10) days.

B-6.02

Granting of Sick Leave

An Employee is **eligible** for sick **leave** with pay when ~~he is~~ unable to perform his duties because of illness or injury provided that:

- (a) he satisfies the Employer of this condition in such manner and at such time as may be **determined** by the Employer, and
- (b) he has the necessary sick leave credits.

B-6.03

Unless otherwise informed by the Employer, a statement signed by the Employee describing the nature of his illness or injury and stating that because of this illness or injury he was unable to perform ~~his~~ duties shall be considered as meeting the requirements of **B-6.02**;

- (a) if the period of leave requested does not exceed five (5) days, and
- (b) if in the current calendar year, the Employee has not been granted more than ~~ten~~ (10) days' sick leave wholly on the basis ~~on~~ statements signed by him.

B-6.04

- (a) An Employee is not eligible for sick leave with pay during any period in which he is on leave of absence without pay or under suspension.
- (b) If an Employee becomes ~~ill~~ during a period of compensating time off and such illness is supported by a **medical** certificate, the Employee shall be granted ~~sick~~ leave with pay, in accordance with Clause **B-6.02**, and his compensatory leave **credits** shall be restored to the extent of any concurrent sick leave granted.

B-6.05

Where an Employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of Clause **B-6.02** sick leave with pay may be **granted**:

- (a) for a **period** of **up** to twenty-five (25) days if he is awaiting a **decision** **for** an application for injury-on-duty leave; or
- (b) for a period of up to fifteen (15) days if he has not submitted **a** application for injury-on-duty leave;

subject to the deduction of **such** advanced leave from any sick leave credit subsequently earned.

B-6.06

When an Employee **is** granted sick leave with **pay** and injury-on-duty **leave** is subsequently approved for the same period, it **shall** be considered, for the purpose of the record of sick leave credits, that the Employee was **not** granted sick leave with pay.

ARTICLE B-7

SPECIAL LEAVE

B-7.01

Credits

An Employee shall earn special leave credits up to a maximum of twenty-five (25) days at the following rates:

- (a) One-half (1/2) day for each calendar month in which he received pay for at least ten (10) days: or
- (b) One-quarter (1/4) day for each calendar month in which he received pay, but for less than ten (10) days.

As credits are used, they may continue to be earned up to the maximum.

B-7.02

Marriage Leave

After the completion of one year's continuous employment, an Employee who has the credits available and who gives the Employer at least 5 days notice, shall be granted special leave with pay to the extent of his credits but not more than five (5) days for the purpose of getting married.

B-7.03

Bereavement Leave

For the purpose of this Clause and Clause B-7.06 immediate family is defined as father, mother (or alternatively step-father, step-mother or foster parent) brother, sister, spouse, child, stepchild or ward of the Employee, father-in-law, mother-in-law, grandparents, grandchild and relative permanently residing in the Employee's household or with whom the Employer permanently resides.

- (a) Where a member of an Employee's immediate family dies, he shall be entitled to leave with pay for a period of up to four (4) days and not extending beyond the day following the funeral and may, in addition, be granted up to three (3) days leave for the purpose of travel related to the death.

- (b) In special circumstances and at the **request** of the Employee, leave may be extended beyond the day **following** the day of the funeral **but** the total number of days granted **must be consecutive and not greater** in number than those provided above, and must include the day of the funeral,
- (c) An Employee is entitled to special leave **with pay**, up to a **maximum** of one day, in the event of the death of the Employee's **son-in-law**, daughter-in-law, brother-in-law, sister-in-law, aunt **or** uncle.
- (d) An Employee is entitled to one (1) day **with pay** if **required** to **attend** the funeral in the capacity of pall bearer.
- (e) If, during a period of compensating time off an Employee is **bereaved** in circumstances under which he would have been **eligible** for bereavement leave under paragraphs (a), (b) or (c) of this Clause, **shall** be granted bereavement leave and his compensating time shall **be** restored to the extent of any concurrent bereavement leave granted.

B-7.04 Leave For Birth or Adoption of Child

An Employee may be granted special leave **with pay up** to a **maximum** **two (2) days** on the occasion of the birth **or** adoption of a child.

B-7.05 Granting of Special Leave

Special leave may be granted at the discretion of the Employer, for **purposes** of emergency or extenuating circumstances, directly involving an **Employee** person, home or immediate family; such requests for special leave shall **be** unreasonably withheld,

B-7.06 Where an Employee has insufficient or no **credits** to govern the **granting** of special leave within the meaning of Articles **B-7.03**, **B-7.04** and **B-7.05**, **leave** up to a maximum of five (5) days may be granted at the discretion of Employer **and** the deduction of **such** advanced leave from **any special leave credits** subsequently earned.

OTHER TYPES OF LEAVE

B-8.01

Court Leave

Leave of absence with pay shall be granted to every Employee other than an Employee on leave of absence without pay, or under suspension, who is required to serve on a jury or by subpoena or summons to attend as a witness in any proceeding held as authorized by law, or before an arbitrator or umpire.

B-8.02

Injury-On-Duty Leave With Pay

(a) An Employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer when a claim has been made pursuant to the Government Employee Compensation Act, and a Workmen's Compensation authority has notified the Employer that it has certified that the Employee is unable to work because of:

- i) personal injury received in the performance of his duties and not caused by the Employee's wilful misconduct;
- ii) an industrial illness or a disease arising out of and in the course of his employment;

if the Employee agrees to remit to the Receiver General for Canada any amount received by him in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing however that such amount does not stem from a personal disability policy for which the Employee or his agent has paid the premium.

(b) Where an injured Employee is unable to return to his normal work resulting from (i) or (ii) above, the Employer shall make every reasonable effort to provide the Employee with alternative employment.

B-8.03

Other Leave with Pay

At its discretion, ~~the~~ Employer may grant leave with pay for other purposes than those specified in this Agreement, including education ~~courses~~ leading to upgrading of qualifications ~~in~~ order to facilitate promotion, military or civil defence training, and emergencies affecting the community or place of work

B-8.04

Leave Without Pay

At its discretion, the Employer may grant leave without pay for any purpose including enrolment in the Canadian Armed Forces and election to a **full** time municipal office.

B-8.05

Maternity Leave

- (a) An Employee who becomes pregnant shall notify the Employer at least fifteen (15) weeks prior to the expected date of the ~~termination~~ of her pregnancy and, subject to Section (b) of this Clause, ~~she~~ eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than twenty-six (26) weeks after the date of the termination of her pregnancy.
- (b) The Employer may:
 - i defer the commencement of maternity leave of an Employee for **any** period approved in **writing** by qualified medical practitioner;
 - ii grant maternity leave to an Employee to commence earlier than eleven (11) ~~weeks~~ before the expected termination of her pregnancy;
 - iii where maternity leave is requested, require an employee submit a medical certificate certifying pregnancy.
- (c) Maternity leave shall not be terminated by the Employer at any time prior to eight (8) weeks **after the** termination of the pregnancy of the Employee unless she submits to the Employer a certificate **from qualified** medical practitioner stating that the Employee's health is not be impaired by her returning to **duty** at an earlier date.

ARTICLE B-9

LEAVE - GENERAL

- B-9.01** When the employment of an **Employee** who has been granted more vacation, ~~sick~~ or special leave, with pay than he has earned is **terminated** by death, the Employee is considered to have earned the amount of leave with pay granted to him.
- B-9.02** When the employment of an Employee who has been granted more vacation or sick leave with pay than he has earned is terminated by lay-off, he is considered to have earned ~~the~~ amount of leave with pay granted to him if, at the **time** of **his** lay-off, he **has** completed two (2) or more years of continuous employment.
- B-9.03** An Employee who is in an acting position receiving acting pay, and is granted leave with pay, is entitled during his period of leave to receive the acting pay rate if he has been acting in the higher position **on** a **continuing** basis, or for a period of six (6) weeks prior to the period ~~of~~ leave, unless ~~the~~ incumbent returns to the position at the commencement of the leave.
- B-9.04** If, at the end of a calendar year, an Employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) day, the entitlement shall be increased to the nearest half (1/2) day.
- B-9.05** The amount of leave with pay credited to an Employee by the Employer at the time when this Agreement is signed, ~~or~~ at the time when he **becomes** subject to this Agreement, shall be retained by the Employee.

ARTICLE B-10

TRAVELLING

B-10.01

Where an Employee is required by an Employer to travel outside of his Headquarters area and on Employer's business, as these expressions are normally defined by the Employer, and such travel is approved by the Employer, he shall be compensated in the following manner:

- (a) on a normal working day on which he travels **but** does not work, **an** Employee **shall** receive **his** regular pay for the day;
- (b) on a normal working day on which he travels and works, the Employee **shall be paid:**
 - i) his regular pay for **the** day for a combined period of travel and work not exceeding seven and one-half (7 1/2) hours, and
 - ii) at the applicable overtime rate for additional hours of travel in excess of those specified in Clause B-10.01 (b) with a maximum payment for such additional travel time not to exceed eight (8) hours pay at the straight time rate in any day.
- (c) On a day of rest or on a designated paid holiday, the Employee shall be paid at the applicable overtime rate for **hours** travelled to a maximum of eight (8) hours pay at the straight time rate.

ARTICLE B-11

USE OF EMPLOYEE-OWNED MOTOR VEHICLE

B-11.01

An Employee shall not use his privately-owned motor vehicle on any Employer business unless he is in receipt of an authorized car mileage allowance and such expenses have been authorized in writing by the Employer.

ARTICLE B-12

SHIFT PREMIUM

B-12.01

Employees required to work a scheduled shift between 1800 hours and 0700 hours shall be paid a shift premium,

ARTICLE B-13

HOSPITAL-MEDICAL AND SUPPLEMENTARY MEDICAL INSURANCE

- B-13.01** **Effective** October 1, 1991, the Employer agrees to pay **full** cost of ~~the~~ required premium contributions for each Employee to any health insurance plan now in effect ~~or~~ such plan as **may** be arranged **by the Employer**, ~~Such~~ plan shall be the same as in effect for the Employer's non-unionized Employees. The Employer may add, delete or change such plan from time to time.
- B-13.02** An Employee may, on retirement, retain his health insurance plan by paying the full cost of the required premium contribution as determined by and with the approval of the operator of such plan.
- B-13.03** **Effective** October 1, 1991, the Employer agrees to pay **full cost** of the required premium contribution for each Employee to any dental insurance plan now in effect or such plan as may be arranged by the Employer. The Employer may **add**, delete or change ~~such~~ plan from time to time. ~~The~~ Employer further agrees to update the current dental ~~plan~~ in ~~parity~~ with the coverage of the Employer's non-unionized **Employees** by October 1, 1992.

DELETED

ARTICLE B-15

TRAINING COURSES

B-15.01

The Employer shall normally bulletin any Training Courses and Experimental Programs for which Employees may be elected. The bulletin shall normally contain the following information:

Type of Course (subjects and material to be covered);

Time, duration and location of Course;

Basic minimum qualifications required for applicants.

Bulletins shall normally be posted for a period of ten (10) working days on Bulletin Boards in all Departments to afford all interested Employees an opportunity to apply for such training.

ARTICLE B-16

APPOINTMENT, PROMOTIONS AND TRANSFERS

- B-16.01**
- (a) Where ~~the~~ Employer determines that a vacancy exists in classification to which this Agreement applies, a bulletin giving pertinent details of the position and inviting interested ~~and~~ **qualified** Employees to ~~apply~~, shall ~~be~~ **posted** on the appropriate bulletin boards for a minimum of ten (10) working days.
 - (b) ~~For~~ information purposes, ~~job~~ vacancies outside of the bargaining unit in the Saint John Port Corporation, shall ~~be~~ **posted** for a period of ten (10) days.
 - (c) **Under** normal circumstances, Job Posters shall contain the following information:

Position Title

Required Qualifications

Knowledge and Education

Salary Range

B-16.02 Appointments to bulletined positions shall ~~be~~ made on the basis of ~~efficiency~~ and fitness; these ~~things~~ being equal, seniority shall govern.

B-16.03 The name of a successful candidate shall be bulletined within ten (10) working days after the competition has closed. A copy will ~~be~~ **made** available to the Alliance Representative.

B-16.04 An Employee who is appointed, promoted or transferred to a position in accordance with Clause **B-16.02** shall be on probation for a period of up to six (6) months and failing to qualify, ~~he~~ shall ~~be~~ reinstated in his former position.

B-16.05 Where as a result of action taken under Clause **B-16.01** and Clause **B-16.01** it is determined that no qualified persons can ~~be~~ found for the position, the Employer may then ~~fill~~ **the** vacancy by another ~~selection~~ process.

B-16.06 (a) The selection process as stipulated by this Article ~~will~~ not apply ~~with~~

B-16.06

- (a) The selection process as stipulated by this Article will not apply when engaging casual staff whose term of appointment will be less than six (6) months.
- (b) Where reasonable and feasible, the Employer agrees to provide permanent Employees with the opportunity to fill a temporary vacancy prior to engaging casual staff.

B-16.07

A permanent Employee who has been appointed to a casual position shall, on termination of such casual appointment, revert to the position from which appointed.

ARTICLE B-17

SENIORITY

- B-17.01** A seniority list of Employees covered by this Agreement shall be posted by the Employer annually in January each year. Such list shall show the name and dates of last entry into Employer's service, from which date seniority shall accumulate.
- B-17.02** An Employee transferred or promoted to a position which is excluded from the bargaining unit shall, in the event of his subsequent return to the bargaining unit within twelve (12) months, be reinstated on the seniority list as if he had remained in the bargaining unit. If such an Employee returns to the bargaining unit after twelve (12) months following his transfer or promotion, his seniority date shall be the date of his return to the bargaining unit.
- B-17.03** An Employee who has been laid off shall retain his seniority status for a period of fifteen (15) months. If recalled to service in a classification covered by this Agreement within fifteen (15) months of day of lay-off, he shall be reinstated with seniority status held at time of lay-off.
- B-17.04** An Employee who resigns or is discharged for just cause shall forfeit a seniority rights under this Agreement.
- B-17.05** When two (2) or more Employees are hired by the Employer on the same calendar date, the Employee whose surname is first alphabetically will be shown as such on the seniority list.
- B-17.06** Protests in regard to seniority status shall be submitted in writing to the Employer within thirty (30) days of the publication of the list. When proof of error is presented by an Employee or his representative, such error shall be corrected, and when corrected, the agreed upon seniority date shall be final.
- B-17.07** An Employee with less than six (6) months service shall be on probation and may not exercise seniority rights nor grievance procedure relating to his separation while on probation.

JOB SECURITY, LAY-OFF AND RECALL TO SERVICE

- B-18.01** "Lay-off" means an Employee whose employment has been terminated because of ~~lack~~ of work or ~~because~~ of the ~~discontinuance~~ of a function.
- B-18.02** (a) The Employer shall take all reasonable steps, making every reasonable effort, including retraining, to provide continued employment of a suitable nature to ~~an~~ Employee whose position may become redundant as a result of technological change, discontinuance of a function or a decline in business.
- (b) No Employee shall suffer ~~loss~~ as a ~~result~~ of any implementation of second language requirements.
- B-18.03** The Employer will continue past practice in giving all reasonable consideration to continued employment of Employees who would otherwise become redundant because work is contracted out.
- B-18.04** Where the Employer decides that an operation or ~~function~~ is to be phased out and such action will result in one or more positions becoming redundant, and there being ~~no~~ other positions at the same classification level ~~or higher~~ to which such surplus Employees may be transferred, the Employer shall, on request, permit the Employee to take an ~~accelerated~~ lay-off, in ~~which case~~ the provision of Clause A-10.02 ~~or~~ A-10.03 as applicable, ~~shall~~ apply.
- B-18.05** An Employee who may be laid off for any reason shall be entitled to exercise his seniority rights, displacing a junior Employee, provided he has sufficient ability to perform the work and he makes his choice within five (5) working days of notification of his lay-off.
- B-18.06** Where a function is to be discontinued and a permanent Employee may be laid off, he shall be given as much advance notice as possible but in any event no less than four (4) months notice in writing.

B-18.07

Where an Employee may be laid-off, he shall be placed on lay-off status and given preference in any job classification for which a vacancy occurs providing he has the required qualifications: such Employee shall be considered to be on lay-off status for a period of fifteen (15) months following the actual date he became laid off.

ARTICLE B-19

EMPLOYEE EVALUATION AND PERSONAL FILES

- B-19.01** The Alliance recognizes the Employee Evaluation Plan in effect for the purpose of assessing performance. The Employer agrees to sign the evaluation form as being a true and accurate assessment of such Employee as seen through the eyes of the reviewing officer.
- B-19.02** When a formal performance review of an Employee has been completed and signed by the reviewing officer, the Employee concerned shall be given the opportunity to sign the review form in question, such signature indicating that the contents have been read and understood. The Employee shall be allowed to place his own comments on the review form prior to affixing his signature.
- B-19.03** The Employer agrees not to introduce as evidence in a hearing any document from the file of an Employee, the existence of which the Employee was not aware of at the time of filing. At the request of the Employee documents, letters relating to disciplinary action which may have been placed on file will be destroyed after two (2) years, providing no further disciplinary action has been recorded.
- B-19.04** The Employer shall ensure that the personal file of every Employee is kept confidential.
- B-19.05** It is not the Employer's practice to disclose personal information concerning an Employee to creditors, banks, credit bureaus, or similar organization without the expressed prior and written consent of the Employee concerned.
- B-19.06** A full-time representative or staff officer of the Alliance shall have access to an Employee's file providing that the Employee in question has given his written permission to release information concerning a specific case.
- B-19.07** Upon written request of an Employee, the Personnel File of that Employee will be made available at least once per year for his examination in the presence of an authorized representative of the Employer.

ARTICLE B-20

DISCIPLINE

- B-20.01** An Employee who has completed his probationary period shall not be disciplined by suspension without pay or by discharge except for cause.
- B-20.02** No disciplinary action shall be taken against an Employee for his behavior outside working hours unless, in the opinion of the Employer there is evidence that such behaviour has brought the Employer into public disrepute.
- B-20.03** Where an Employee is disciplined by suspension without pay or by discharge, the Employer, within two (2) working days of such disciplinary action shall advise the Alliance of such suspension or discharge.
- B-20.04** Where it is determined that an Employee has been disciplined by suspension without pay or by discharge in violation of Clause B-20.01, the Employer shall be immediately reinstated in his former position without loss of seniority or accrued benefits including all benefits and salary he would have earned during the period of suspension or discharge.

ARTICLE B-21

?AY

- B-21.01**
- (a) Unless otherwise stipulated in this Agreement, an Employee is entitled to be paid for service rendered at the rate specified in Appendix 'A' of this Agreement for the classification of the position to which an Employee has been appointed by personnel certificate;
 - (b) Where an Employee is assigned a classification and level for which no rate is stipulated in Appendix 'A' or if during the time of this Agreement a new classification is established and implemented by the Employer, such rate shall be negotiated jointly by the Employer and the Alliance, providing it is a bargaining unit job. Where necessary an interim temporary rate may be established by the Employer.
- B-21.02**
- (a) Where an Employee is required to substantially perform for a period of one (1) day or more, the duties of a higher position than the one held by him and to which this Agreement applies, he shall be paid acting pay during that temporary period calculated as if he had been appointed to the higher position and paid not later than the pay period immediately following the pay period in which the duties were performed.

The provision regarding acting pay will not be applicable in case where the duties of a higher position are performed for the purpose of training or retraining.
 - (b) If an Employee is temporarily assigned to a higher classification or position not covered by this Agreement, the Employee shall receive acting pay, subject to Article B-21.02 (a).
- B-21.03**
- Salaries shall be paid every second Thursday; all pay notices shall be placed in separate envelopes for distribution to Employees. Where a pay day coincides with a designated holiday, Employees shall be paid on the preceding working day.
- B-21.04**
- On each pay day each Employee shall be provided with an itemized statement of his salary, clearly indicating overtime, separate deductions and other supplementary items.

B-21.05

- (a) Subject to satisfactory performance of duties, an Employee who is not being paid at the maximum in his scale of rates, shall be granted **salary** increment on the anniversary date of **his** classification, **or such other date(s)** as may be mutually agreed upon **between the parties** of each succeeding year until the maximum rate is achieved.
- (b) Where a salary increment and a salary revision are effected on the same date, the salary increment **shall be applied first and the result** in rate shall **be** revised in accordance with the salary revision.

B-21.06

Where the Employer intends to withhold an Employee's annual increment the Employee shall be advised in writing at least one (1) month prior to the increment due date, of the **reasons** such increment is to **be** withheld.

B-21.07

- (a) Where an Employee is promoted to a classification one level higher **he** shall be paid at **a** point on the new pay **scale** which provides him with an increase of not less than three hundred (**\$300.00**) dollars.
- (b) Where an Employee is promoted to a classification two or more levels higher, **he** shall be paid at a point on the new pay scale which provides him with an increase of not less than five hundred (**\$500.00**) dollars.

B-21.08

Rates of Pay

- (a) "Daily rate of pay" means an Employee's weekly rate of pay divided by five (5).
- (b) "Hourly rate of pay" means an Employee's weekly rate of pay divided by thirty-seven and one-half ($37\frac{1}{2}$).
- (c) "Weekly rate of pay" means an Employee's annual rate of pay divided by 52.176.

ARTICLE B-22

SAFETY AND HEALTH

B-22.01

Employees working in any unsanitary or dangerous job shall be supplied with all the necessary tools, safety equipment and protective clothing.

ARTICLE C-1

RESTRICTION ON OUTSIDE EMPLOYMENT

C-1.01

It is agreed by the parties that employment with the Employer is of primary importance. However, Employees are not restricted from engaging in outside employment provided that such employment is not in, around or connected with the Port so as to involve a conflict of interest or does not interfere with an Employee's work for the Employer or availability to work for the Employer and subject to Clause C-2.03(b).

ARTICLE C-2

HOURS OF WORK

- C-2.01**
- (a) A normal work week shall comprise five (5) working days of eight (8) consecutive hours ~~each~~ including the meal ~~period~~. Each Employee shall be granted two (2) days ~~off per week; the two (2) days off~~ ~~the~~ *off duty* shall be consecutive except for ~~the~~ infrequent occasion when the process of rotating the days off makes this impossible.
- (b) A Security Guard required to report for duty on ~~his~~ first day of rest shall be paid time and one-half (1 1/2 T's) his normal rate of pay for a minimum of four (4) hours.
- A Security Guard required to report for duty ~~on~~ his second day of rest shall be paid double time (2 T's) for a minimum of four (4) hours.
- C-2.02**
- Overtime worked ~~in~~ excess on an Employee's scheduled hours of work shall be considered as overtime and shall be paid at one and one-half time (1 1/2 T's) the normal hourly rate of pay for the period worked. Overtime of thirty (30) minutes or less shall be deemed to be thirty (30) minutes ~~and~~ overtime between thirty (30) minutes and sixty (60) minutes will be considered one (1) hour.
- C-2.03**
- (a) Security Guards ~~called~~ out to work ~~after~~ having ~~left~~ the Employer's premises will be credited with a minimum of four (4) hours at time ~~and~~ one-half (1 1/2), providing the time worked is not contiguous ~~with~~ a shift. In the case of Court Duty, as an Employer's witness, an additional one-half (1/2) hour travelling time, at straight time, will be paid provided he is required to stay at least four (4) hours.
- (b) If an Employee has a valid reason for refusing to work outside of his regularly scheduled hours of work, no disciplinary action shall be taken.
- C-2.04**
- The Employer shall make every reasonable effort to allocate overtime on an equitable basis among readily available Employees. A listing of the cumulative overtime hours, including designated paid holidays worked, shall be posted monthly. It is not the purpose of the monthly list to equalize overtime ~~on~~ a monthly basis.

- C-2.05 When there are eight (8) hours or less between shifts, time and one-half (1 1/2) will be paid for that shift, except where there is a mutual agreement between Employees to exchange shifts.
- C-2.06 Shift schedules will be posted seven days in advance.
- (a) Overtime at the rate of time and one-half (1 1/2) will be paid for the first shift worked to those whose scheduled shift is changed with less than twenty-four (24) hours notification.
- (b) The Employer will supply the Union Local Representative with copies of all Duty Rosters and Notices pertaining thereto.
- C-2.07 It is understood that the Employee must report for duty at least five (5) minutes before the start of the shift for the purpose of inspection, briefing and relief of other Guards terminating their shift; this five (5) minute period will not count towards the addition of hours worked and for pay purpose.
- C-2.08 **Meal Period**
- It is agreed that when operation requirements permit, Security Guards on duty during the 1600 to 2400 hour shift, at King Street Gate, Monday to Saturday inclusive, will be allotted a thirty (30) minute paid meal period. The Sergeant or I/C of the shift, with due consideration to operations, will be responsible for providing the relief (another Security Guard from within the staff on duty when possible). The Security Guard will be entitled to the meal break not later than five (5) hours after commencement of the shift, and if unable to provide, a meal allowance will be paid. (To include the 0800 to 1600 hours on Saturday at King Street Gate and the 0800 to 1600 hot shift Monday to Saturday at Long Wharf).
- C-2.09 A meal allowance of six dollars and fifty cents (\$6.50) effective October 1, 1991, and six dollars and seventy-five cents (\$6.75) effective October 1, 1992, shall be paid to any Employee who works eleven (11) or more hours on a given day.
- C-2.10 There shall be no pyramiding of overtime payments.

ARTICLE C-3

PAY

C-3.01

Unless otherwise stipulated in this Agreement, an Employee is entitled to be paid for services rendered during regularly assigned hours at the hourly rate specified in Appendix 'A' of this Agreement for the amount of service of the position to which an Employee has been appointed by Personnel Certificate.

C-3.02

- (a) It is understood and agreed that payroll procedures are subject to Administrative and Technological changes which may necessitate adjustments to the following clauses. The Union will be advised of any significant changes or adjustments, affecting Employees, at least sixty (60) days in advance of implementation.
- (b) Subject to **C-3.02(a)**, Employees covered by this Agreement shall be paid on every second Thursday.
- (c) Employees working on the shifts noted below will receive their pay cheque as follows:
- | | | |
|-----------------------------|---|--|
| 12:00 Midnight to 8:00 A.M. | - | 8:00 AM. |
| 8:00 A.M. to 4:00 P.M. | - | Prior to 12:00 Noon |
| 4:00 P.M. to 12:00 Midnight | - | On request, between 8:00 AM. and 4:00 P.M., otherwise prior to going on shift. |
- (d) It being understood that with automated payroll systems, the possibility exists of machine breakdown over which management has no control and which may result in minor delays. In cases such as these, management will endeavour, to the best of its ability, to minimize the effect on Employees by advising as far in advance as possible.

ARTICLE C-4

DESIGNATED PAID HOLIDAYS

C-4.01 The following are the designated paid holidays for the purpose of this Agreement:

- (a) NEW YEAR'S DAY
- (b) GOOD FRIDAY
- (c) EASTER MONDAY
- (d) The day fixed by proclamation of the Governor-in-Council for the celebration of the Sovereign's birthday.
- (e) DOMINION DAY
- (9) LABOUR DAY
- (g) The day fixed by proclamation of the Governor-in-Council as the general day of Thanksgiving.
- (h) REMEMBRANCE DAY
- (i) CHRISTMAS DAY
- (j) BOXING DAY
- (k) One additional day in each year that, in the opinion of the Employer is recognized to be a provincial or civic holiday in the area in which the Employee is employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday; the first Monday in August.
- (l) The afternoon of the last working day before Christmas Day and the afternoon of the last working day before New Year's Day. Notwithstanding any other provisions of this Section, Employees who are required to work these afternoons will only be granted equivalent time off with pay.

C-4.02 Where a Statutory Holiday falls on a day of rest for an Employee, such Employee shall be entitled to leave of absence with pay on another working day prior to December 1st following.

C-4.03

An Employee who works on a designated holiday, that is a scheduled work day shall, in addition to his regular pay entitlement for that day, be paid compensation at the rate of time and one-half (1 1/2) for all hours worked on that day.

- (a) An Employee who works on Christmas Day and/or New Year's Day, which is a scheduled work day, shall in addition to his regular pay entitlement for that day be paid compensation at the rate of double time (2T) for all hours worked on that day.

C-4.04

Where an Employee is required to perform his duties on a designated holiday that falls on a day that is a day of rest for that Employee, he shall be paid compensation therefore at **two time (2T)** his regular hourly remuneration for all time worked on that day, and in addition shall be entitled to leave of absence with pay on another working day prior to December 1st following.

C-4.05

- (a) **Where a holiday falls on a day of paid sick leave, in the case of an Employee who has been on sick leave for a period in excess of two (2) weeks, such Employee shall be entitled to leave of absence with pay prior to December 1st following, up to a maximum of two (2) days per year.**
- (b) The Employee shall provide the Employer with at least two (2) calendar ~~weeks~~ notice in writing when requesting leave credits arising from C-4.02 and C-4.04. Such requests shall not be unreasonably denied.
- (c) Compensation leave credits not liquidated by December 1st shall be paid at the hourly rate of the Employees salary at that date.
- (d) **Paid compensation leave credits will normally be paid on the first full pay period in December.**

C-4.06

A designated holiday shall be deemed a **twenty-four (24)** hour period commencing or ending on the designated date; **such twenty-four (24) hour** period shall be from 12:01 AM. to 12:00 Midnight on the designated holiday (i.e. 0001 to 2400 hours).

C-4.07

If an Employee who worked on a statutory holiday dies without having obtained the compensatory payment to which he was entitled, compensation shall be paid to his estate and calculated *at* the hourly rate of pay which he was receiving immediately before his death.

ARTICLE C-5

VACATION LEAVE

- C-5.01**
- (a) Employees will be granted annual leave in order of seniority as outlined in C-12.01, taking into consideration the operational requirements of the Saint John Port Corporation.
 - (b) Vacations may be taken from January 1st to December 31st. Vacation schedules will be posted by January 15th and must be completed by March 1st.
- C-5.02**
- An Employee who has earned at least ten (10) days pay for each calendar month of the calendar year shall earn vacation leave at the following rates:
- (a) three (3) weeks per calendar year if he has completed less than ten (10) years of continuous employment;
 - (b) four (4) weeks per calendar year after he has completed ten (10) years of continuous employment;
 - (c) five (5) weeks per calendar year after he has completed twenty (20) years of continuous employment;
 - (d) six (6) weeks per calendar year after he has completed thirty (30) years of continuous employment.
- C-5.03**
- An Employee earns but is not entitled to receive vacation leave with pay during his first six (6) months of continuous employment.
- C-5.04**
- Upon giving at least two (2) weeks' notice in writing, an Employee shall be entitled to receive, immediately prior to going on vacation, advance payment for a minimum one (1) week vacation period or multiples of weeks.
- C-5.05**
- (a) Employees may commence their vacation leave the first day immediately following their days of rest providing that operational requirements permit.

- (b) Hours of work lost by an Employee due to absence as a result of injury sustained **on duty** may be included as hours worked for the purpose of computing vacation leave credits, providing such injury is declared an industrial accident under the Government Employee Compensation Act.
- (c) Time off duty on account of bona fide illness, **not** exceeding two hundred and forty (240) hours in any calendar year, shall be included in computation of service for vacation purposes, provided always that satisfactory medical certificates shall be furnished to the Saint Jot Port Corporation covering **all** such illnesses. In the application of this sub-paragraph, time off by **ex-servicemen** for purposes of medical examination shall be deemed to be time off on account of bona fide **illness**, provided always that such **ex-servicemen** shall furnish the Employer with official notices from the Department of Veterans Affairs respecting such medical examinations.
- (d) Vacation leave credits will accrue from the date of last entry in service PROVIDED, however, that **an** Employee, whose **service with** the Employer is terminated for any **reason** whatsoever before completing thirty (30) days service, **will** forfeit absolutely all rights to vacation leave credit.

C-5.06

Granting of Vacation Leave

- (a) The vacation year extends from January 1, to December 31. In granting vacation leave with **pay**, the Employer shall, subject to operational requirements:
 - i) grant Employees their vacation leave during the calendar year in which it is earned;
 - ii) grant each Employee vacation leave for at least two (2) consecutive weeks or on any other basis requested by the Employee;
- (b)
 - i) Where conditions of work, illness or injury prevent vacation leave being granted in that year, vacation leave credits **will** be carried over to the following **year** upon written approval of the departmental **head**;
 - ii) The Employer may for good and sufficient reason grant earned vacation leave to an Employee during his first six (6) months of employment.

C-5.07

Should a designated holiday, for which an Employee is paid under Clause C-4.01, occur during his period of vacation leave, that day will not count as part of his vacation leave.

C-5.08

- (a) If during his vacation leave, an Employee become entitled to any other type of authorized leave, paid time off or a holiday, it shall be granted at the discretion of the Employer and subject to operational requirements, such other leave, etc. as applicable, and his vacation credits shall be adjusted accordingly.
- (b) When an Employee is recalled to duty from vacation leave, he shall be reimbursed for all reasonable expenses and granted equivalent time off involved in proceeding to his place of duty and in returning to the place from which recalled as provided for in the Public Service Travel Expense Regulations. An Employee so recalled shall be considered on overtime status for the remaining shifts of the unused vacation period and shall be paid at the rate of time and one-half (1 1/2) for all hours worked.

ARTICLE C-6

SICK LEAVE

C-6.01

Eligibility

Subject to the provisions of C-6.02 of the Article an **Employee** shall continue to earn Sick Leave Credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he has earned ten (10) days pay.

C-6.02

Computation of Sick Leave Credits

For the purpose of Article C-6 hours of work shall include:

- (a) normal working hours on ordinary work days;
- (b) normal hours on designated holidays, whether worked or **paid** for without **work**;
- (c) absence on paid vacation, sick and special leave;
- (d) hours of **work lost** by an Employee **due** solely to an injury **sustained** on duty, provided that such injury is declared an industrial accident under the Government Employees Compensation Act;
- (e) time off duty by ex-servicemen for the purpose of **medical** examination, provided that such ex-servicemen shall furnish the Employer with official notices from the Department of Veterans Affairs respecting such medical examination.

C-6.03

Granting of Sick Leave With Pay

- (a) An Employee will **be** granted sick leave with pay, provided he possesses seniority rights in accordance with the provisions of Article C-12 of this Agreement to the extent of his earned sick leave credits;
- (b) An Employee is eligible for sick leave with pay **when** he is unable to perform **his** duties because of illness or injury provided that:
 - i he satisfied the Employer of this condition in such manner and at such times as **may be** determined **by** the Employer.

- (c) Unless otherwise informed by the Employer, a statement signed by the Employee describing the nature of his illness or injury and stating that because of this illness or injury he was unable to perform his duties shall be considered as meeting the requirements of C-6.03 (c) (i):
- i if the period of leave requested does not exceed four (4) days (Effective October 1, 1985 five (5) days); and
 - ii if in the current calendar year, the Employee has not been granted more than ten (10) days sick leave wholly on statements signed by him;
 - iii an Employee is not eligible for sick leave with pay; during any period in which he is on leave of absence without pay or under suspension.
- (d) For sick leave with pay in excess of four (4) days (effective October 1, 1985, five (5) days) Employee will be granted sick leave with pay only upon presentation of an acceptable certificate from a medical doctor.
- (e) An Employee will not be granted sick leave with pay for hours of work lost due to an injury which is declared an industrial accident under the Government Employees Compensation Act.
- (f) Where an Employee with at least two years continuous service with the Employer is absent due to illness, and has exhausted, or during that period would exhaust his sick leave credits, approval may be granted for an advance against future sick leave to be earned, in an amount not exceeding three weeks (fifteen working days). Such amounts advanced will be deducted from future sick leave credits earned and no further sick leave with pay shall be granted until the total amount of the advanced sick leave is recovered.
- (g) Should the Employee resign, retire or be dismissed from the Employer's service, recovery of the leave of absence granted in excess of his sick leave credits will be made from any amount payable to him by or on behalf of Her Majesty.
- (h) Subject to the above conditions, and notwithstanding Clauses C-6.03 (c), (d) and (e), where the absence is as a result of injury on duty, the Employer will grant interim sick leave with pay to an Employee with sick leave credits, while awaiting a decision of the Workers Compensation Board of the Province of New Brunswick.

- (i) **When an Employee is granted interim sick leave with pay and injury-on-duty leave is subsequently approved, it shall be considered, for the purpose of the record of sick leave credits, that the Employee was not granted sick leave with pay.**

ARTICLE C-7

INJURY-ON-DUTY LEAVE WITH PAY

C-7.01

(a) An Employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer when a claim has been made pursuant to the Government Employees Compensation Act, and a Workmen's Compensation authority has notified the Employer that it has certified that the Employee is unable to work because of:

(i) personal injury received in the performance of his duties and not caused by the Employee's wilful misconduct;

or

(ii) an industrial illness or a disease arising out of and in the course of his employment;

if the Employee agrees to remit the Receiver General for Canada any amount received by him in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing however that such amount does not stem from a personal disability policy for which the Employee or his agent has paid the premium.

(b) Where an injured Employee is unable to return to his normal work resulting from (i) or (ii) above, the Employer shall make every reasonable effort to provide the Employee with alternative employment.

ARTICLE C-8

SPECIAL LEAVE

C-8.01

credits

An Employee shall earn special leave credits up to a maximum of twenty five (25) days at the following rates:

- (a) one-half day (1/2) for each calendar month in which he received pay for at least ten (10) days;
- (b) one-quarter (1/4) for each calendar month in which he received pay but for less than ten (10) days.

As credits are used, they may continue to be earned up to the maximum

C-8.02

Marriage Leave

After the completion of one year's continuous service with the Employer, a Employee who has the credits available and who gives the Employer at least five (5) days' notice, shall be granted special leave with pay to the extent of his credits but not more than five (5) days, for the purpose of getting married.

C-8.03

Bereavement Leave

- (a) Immediate Family Defined

For the purpose of this Clause and Clause C-8.04 (a) and (b) immediate family is defined as father, mother, brother, sister, spouse, child or ward of the Employee, father-in-law, mother-in-law, step-father, step-mother, grandparents, and relatives permanently residing in the Employee's household or with whom the Employee permanently resides.

- (b) Where a member of his immediate family dies, he shall be entitled to special leave with pay for a period of four (4) days and not extending beyond the day following the funeral and may, in addition, be granted up to three (3) days leave for the purpose of travel related to death.

- (c) In **special** circumstances and at the request of the **Employee**, bereavement leave may be extended beyond the day following ~~the~~ day of the **funeral** but the total number of days granted must be consecutive and not greater in number than those provided for above, and must include the day of ~~the~~ funeral.
- (d) **An Employee is** entitled to special leave with **pay, up** to a maximum of **one** day, in the event of the death of the **Employee's** son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt **or** uncle.
- (e) An Employee is entitled to one (1) day with pay if required to attend the funeral in the capacity of pallbearer.
- (f) If special circumstances exist, the Director may **grant an** extension of the bereavement leave for a death within the Employee's **immediate** family or may approve bereavement leave for a death occurring outside the Employee's immediate family.

C-8.04

Leave for Other Reasons

- (a) Special leave may be **granted at the discretion of** the **Director** for purposes of emergency **or** extenuating circumstances. Such request for special leave shall not unreasonably be withheld.
- (b) Special leave with pay may be granted to an Employee **for** illness in the Employee's immediate family as defined in Clause C-8.03 (a).

- (c) Leave for Birth or Adoption of Child

An Employee may be granted special leave with pay up to a maximum of **two** days on the occasion of the birth **or** adoption of his child.

- (d) Advance of Credits

Where an Employee has insufficient or no credits to cover the granting of special leave *within the* meaning of Clauses C-8.03 (a), (b), and (c), leave up to a maximum of five (5) days may be granted, subject to the deduction of such advanced leave from any special leave credits subsequently **earned**.

- (e) Other Leave With Pay

At its discretion, the Employer may **grant** leave with pay for other purposes than those **specified** in this Agreement, **military or** civil

defence training, and emergencies affecting the community or place of work.

(f) Leave Without Pay

At its discretion, the Employer may grant leave without pay for any purpose, including enrolment in the Canadian Armed Forces and election to a full-time municipal office.

C-8.05

Conditions

The benefits of Clauses C-8.03 and C-8.04 are conditional upon the following:

- (a) the Employee must have less than six (6) months service;
- (b) the Employee must **have been on** duty the day preceding and the day following the grant of special leave or has been on approved leave of absence;
- (c) Where medical reasons are involved, a medical certificate is submitted outlining the circumstances necessitating the special leave request.

C-8.06

Leave - General

- (a) When the employment of an Employee who has been granted more vacation, sick or special leave with pay than he has earned, and terminated by death, the Employee is considered to have earned the amount of leave with pay granted to him.
- (b) When the employment of an Employee who has been granted more vacation or sick leave with pay than he has earned is terminated by lay-off, he is considered to have earned the amount of leave with pay granted to him if, at the time of his lay-off, he has completed two (2) or more years of continuous service.
- (c) If, at the end of a calendar year, an Employee's entitlement to vacation leave with pay includes a fractional entitlement of **less or more than** one-half (1/2) day, the entitlement shall **be** increased to the nearest half day.
- (d) The Employer agrees to provide each Employee with a complete record of his unused cumulative leave credits annually, as at October 31st.

ARTICLE C-9

JURY DUTY LEAVE

- C-9.01** Leave of absence with pay shall be granted to every Employee, other than an Employee on leave of absence without pay, or under suspension, who is required to serve on a jury or by subpoena or summons to *attend* as a witness in any proceeding held as authorized by law, or before an arbitrator or umpire.
- C-9.02** A statement from the Court Clerk may be required if there is any reason to doubt the duration of his absence.
- C-9.03** Any fees received from Jury Duty, other than travel or meal allowances, shall be paid by the Employee to the Employer.

ARTICLE C-10

MEDICAL-SURGICAL-HOSPITALINSURANCE

- C-10.01** Effective October 1, 1991, the Employer agrees to **pay full** cost of the required premium contributions for each Employee **to any health insurance plan** now in effect or such plan as may **be** arranged by **the** Employer. **Such** plan shall be the same as in effect for the Employer's non-unionized Employees. The Employer may add, delete or change **such** plan from time to time.
- C-10.02** An Employee may, on retirement, retain his health insurance plan by paying the **full** cost of the required premium contribution as determined by and with the approval of the operator of **such** plan.
- C-10.03** Effective October 1, 1991, the Employer agrees to pay full cost of **the** required premium contribution for each Employee for any dental **insurance plan** now in effect or such plan as may be arranged by the Employer. The Employer may add, delete or change such plan from time to time. The Employer further agrees to update the current dental plan in parity with **the** coverage for the Employer's non-unionized Employees by October 1, 1992

DELETED

ARTICLE C-12

SENIORITY

- C-12.01 "Seniority" - means the total period of continuous employment accumulated by an Employee as a Security Guard at Saint John.
- C-12.02 An Employee covered by this Agreement acquires seniority or has the right to exercise it, only after he has been employed by the Employer for a period of six (6) consecutive months, after which seniority shall be counted from the date of his entry in the service of the Employer as a Security Guard.
- (a) Seniority will prevail in the selection of Vacation Leave. Subject to operational requirements, when days of rest are made available seniority will prevail in the selection of those days.
- C-12.03 (a) The seniority list of the Employees covered by this Agreement shall be prepared and posted for the first month of each year and a copy thereof sent to the Union. This list shall mention the name of each Employee and the date of his last entry in the Service of the Employer as a Security Guard. This date shall be the date from which Seniority shall be counted.
- (b) When two (2) or more Employees are hired by the Employer on the same calendar date, the Employee whose surname is first alphabetically will be shown as such on the Seniority List.
- C-12.04 Evidence of an alleged error in the list of seniority shall be submitted, in writing, to the Director of Police within the sixty days following the date which the seniority list was posted. When an error is proven either by the Union or by the Employer, the error shall be corrected and the corrected seniority so established shall apply.
- C-12.05 An Employee loses his employ and his seniority rights:
- (a) when dismissed for cause by the Employer;
- (b) when resigning from the service of the Employer of his own free will.

C-12.06

An Employee **loses** his seniority rights:

- (a) when he is laid off for a continuous period of over **fifteen (15) month**;
- (b) when he leaves a position covered by **this** Agreement **while** remaining in **the** service of the Employer and does not return to his former position **within** a period of fifteen (15) months.

C-12.07

An Employee transferring from another position within the Saint John Port Corporation, will only **be** allowed seniority from the date of entry into a classification under this Agreement; such an Employee will transfer **his** accumulated, unused credits of vacation and sick leave earned.

C-12.08

Probationary period means the first twelve months of continuous employment as a Security **Guard** at the Saint John Port Corporation.

C-12.09

No grievance shall be presented with respect to the dismissal or layoff of an Employee who is in his probationary period. However, unless **otherwise** specified, such Employee shall enjoy all other rights and privileges of **this** Agreement.

ARTICLE C-13

STAFF REDUCTION AND RECALL TO SERVICE

C-13.01

Technical and Other Changes

- (a) Where the Employer is contemplating any major changes in the workforce, resulting from technical or technological improvements or modifications in the structure or in the administrative system of the Employer and where permanent lay-offs may result, the Employer agrees to give the Alliance a minimum of one hundred and twenty (120) days notice during which time the Employer agrees to consult with the Alliance on such implications.
- (b) To this end, the Employer, in concert with the Alliance will give a reasonable consideration to enable an Employee affected to adapt himself to the said improvement, modification or change, and shall afford to the Employee concerned, the possibility of being assigned to equivalent positions without loss of salary.

C-13.02

- (a) The Employer will continue past practice in exercising every reasonable effort to ensure Employees continued employment when reducing forces, where qualifications and fitness are relative equal, Employees with the most seniority will be given preference for retention.
- (b) No Employee shall suffer loss as a result of any implementation of second language requirements.

C-13.03

A laid-off Employee who desires to return to the service of the Employer when work is available for him, must keep the proper Officer of the Employer and the Chairman of the Union Committee advised of his address in order that he may be readily located.

C-13.04

A laid-off Employee shall, if qualified, be returned to the service in order of seniority when staff is increased or when vacancies occur.

- (a) A laid-off Employee who is not employed elsewhere, who fails to report for duty, or to give satisfactory reasons for not doing so within five (5) working days from the date of notification shall forfeit his seniority rights under this Agreement, and his name shall be stricken off the seniority list.

- (b) A laid-off Employee who is employed elsewhere who fails to report for duty or to *give* satisfactory reasons for not doing so within ten (10) working days from the date of notification shall forfeit his seniority rights under this Agreement, and his name shall be struck off the seniority list.**

ARTICLE C-14

DISCIPLINE

- C-14.01** An Employee who has completed his probationary period shall not be disciplined by suspension without pay or by discharge except for just cause.
- C-14.02** The Employer will advise each Employee of any written reprimand placed on his file. A copy of any reprimand to be sent to the Union. Any Employee so reprimanded may submit his case in conformity with the provisions of the Grievance Procedure outlined in Article A-11.
- C-14.03** Where an Employee is disciplined by suspension without pay or by discharge, the Employer, within two (2) working days of such disciplinary action shall advise the Alliance of such suspension or discharge, in writing.
- C-14.04** Where it is determined that an Employee has been disciplined by suspension without pay or by discharge in violation of Clause C-14.01, the Employer shall be immediately reinstated in his former position without loss of seniority or accrued benefits including all benefits and salary he would have earned during the period of suspension or discharge.
- C-14.05** The Employer agrees not to introduce as evidence in a hearing an document from the file of an Employee, the existence of which the Employee was not aware of at the time of filing. Any letter or reprimand or a document relating to the conduct of an Employee, for which disciplinary action was not taken will not be introduced as evidence in a hearing after a period of 24 months from date of filing.
- C-14.06** The Employer shall ensure that the personal file of every Employee is kept confidential.
- C-14.07** It is not the Employer's practice to disclose personal information concerning an Employee, other than confirmation of employment, to creditors, banks; credit bureaus, or similar organizations without the expressed prior and written consent of the Employee concerned.

C-14.08

A full-time representative or staff officer of the Alliance shall have access to an Employee's file providing that the Employee in question has given his written permission to release information concerning a specific case.

C-14.09

Upon written request of an Employee, the personnel file of that Employee will be made available at least once per year for his examination in the presence of an authorized representative of the Employer.

C-14.10

At the request of the Employee, documents, letters relating to disciplinary action which may have been placed on the personnel file will be removed after two (2) years, providing no further disciplinary action has been taken.

C-14.11

Disciplinary action shall not be taken against any Employee until a full investigation has been carried out.

ARTICLE C-15

UNIFORMS

C-15.01

- (a) Whenever possible the Employer will supply each Employee with a uniform suitable for seasonal requirements after ninety (90) days of seven hundred and twenty (720) hours of work. The uniforms will remain the property of the Employer and the Employer may deduct from an Employee's pay the value of articles lost during his employment or which are not returned upon termination of his employment.
- (b) Only service ribbons and Remembrance Day poppies, in addition to normal uniform issue, will be worn by Security Guards.

ARTICLE C-16

GENERAL

C-16.01 No Discrimination

The Employer shall show no discrimination and ~~employ~~ no discriminatory methods against members or membership in the Union. The Union, on its part, agrees not to discriminate against ~~Employees~~ who are not members of the Union.

C-16.02 Meetings

- (a) Employees required to attend meetings or training duties on order of the Employer, outside of regular assigned hours, shall ~~be~~ considered as being on duty during the meeting or training period. Compensation for time spent attending ~~such~~ meetings or ~~training periods~~, shall be at straight time for a minimum of four (4) hours.
- (b) Executive Officer of the Union when meeting with officers of the Employer on official Union business at the request of the ~~employer~~ outside of regularly assigned hours, shall be ~~considered as~~ being on duty for the full period of time they are at the meeting, ~~plus one-half~~ (1/2) hour allowance ~~for~~ travelling time.
- (c) It is understood and agreed ~~between~~ the parties ~~that~~, in accordance with past practice, and based on time spent in 1977 and 1978 labour negotiations, the Employer will grant time off with pay to those scheduled to work, for the purpose of attending meetings with the Employer.

C-16.03 Legal Assistance

In the case where legal action is filed against an Employee covered by this Agreement as a result of his duties, the Employer shall provide him with the assistance of a solicitor at no cost to the Employee.

C-16.04 Court Duty

Employees required to appear before a Court of Justice on a regular day off with respect to business of the Employer, shall receive a minimum of four (4) hours at time and one-half (1 1/2). He shall also receive one-half (1/2)

hour travelling time providing he is required to stay at least four (4) hours in **Court**. Doubletime (**2T**) to be paid if required to appear on an Employee's second day of rest, or during his vacation leave.

C-16.05

Health

- (a) The Employer **will** endeavour to provide, within its capabilities, **the** opportunity for the rehabilitation of Employees afflicted by **alcohol and** drugs, **subject** to the requirements of the position and the Employee's willingness to cooperate.
- (b) Employees required to take a medical examination **by** the Employer other than those required under Article **C-6**, will have **same** paid **for** **by** the Employer and said Employee will be allowed time off with pay for said **medical**.

C-16.06

Uniform Cleaning

Uniform Trousers	-	4 Pairs per Month
Tunic or Jacket	-	2 per Month (total)
Parka Coat	-	3 per Year

The new Agreement constitutes the entire contract between the Employer and the Alliance. Each of the parties hereto acknowledges that there are no representation, warranties, agreements, covenants or conditions, expressed or implied, relating to this Agreement other than those set out in the new Agreement.

SIGNED AT SAINT JOHN ON THIS 20th DAY OF December, 1991

SAINT JOHN PORT CORPORATION

**THE PUBLIC SERVICE ALLIANCE OF CANADA
AND ITS LOCAL 60611**

[Signature]
[Signature]
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P.S.A.C. LOCAL 60611**EFFECTIVE OCTOBER 1, 1991****CLERICAL WAGE SCHEDULE**

<u>CLASSIFICATION LEVEL</u>	<u>\$</u> <u>STEP 1</u>	<u>\$</u> <u>STEP 2</u>	<u>\$</u> <u>STEP 3</u>	<u>\$</u> <u>STEP 4</u>
C-1	15,920	16,405	16,881	17,341
C-2	17,560	18,097	18,625	19,133
C-3	19,204	19,788	20,368	20,933
C-4	21,314	21,967	22,619	23,250
C-5	23,441	24,157	24,882	25,581
C-6	24,724	25,493	26,253	26,997
C-7	26,015	26,822	27,635	28,405
C-8	27,829	28,693	29,563	30,398
C-9	29,649	30,312	31,499	32,392
C-10	30,854	31,821	32,781	33,714
C-11	32,061	33,055	34,069	35,038
C-12	34,779	35,875	36,967	38,031
C-13	37,505	38,679	39,858	41,014

SECURITY WAGE SCHEDULE

10.40/hr	10.95/hr	11.53/hr	12.14/hr
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SHIFT PREMIUMS

SHIFT 1600 Hours to 2400 Hours	-	\$.60 per hour
SHIFT 0001 Hours to 0800 Hours	-	\$.70 per hour

P.S.A.C. LOCAL 60611**EFFECTIVE OCTOBER 1, 1992****CLERICAL WAGE SCHEDULE**

<u>CLASSIFICATION LEVEL</u>	<u>\$ STEP 1</u>	<u>\$ STEP 2</u>	<u>\$ STEP 3</u>	<u>\$ STEP 4</u>
C-1	16,398	16,897	17,387	17,861
C-2	18,087	18,640	19,184	19,707
C-3	19,780	20,382	20,979	21,561
C-4	21,953	22,626	23,298	23,948
C-5	24,144	24,882	25,628	26,348
C-6	25,466	26,258	27,041	27,807
e-7	26,795	27,627	28,464	29,257
C-8	28,664	29,554	30,450	31,310
C-9	30,538	31,221	32,444	33,364
C-10	31,780	32,776	33,764	34,725
C-11	33,023	34,047	35,091	36,089
C-12	35,822	36,951	38,076	39,172
C-13	38,630	39,839	41,054	42,244

SECURITY WAGE SCHEDULE

10.71/hr	11.28/hr	11.88/hr	12.50/hr
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SHIFT PREMIUMS

SHIFT 1600 Hours to 2400 Hours	-	\$.60 per hour
SHIFT 0001 Hours to 0800 Hours	-	\$.70 per hour

Classifications referred to in Article A-4.01 (b) are as follows:

(a) Clerical Section

- Coordinator, Maintenance
- Accounting Clerk
- Invoicing Clerk
- Engineering Technician

(b) Security Section

- Security Guard

LETTER OF UNDERSTANDING

It is understood between the parties that those Employees required by the Employer to wear steel-toe safety shoes will be reimbursed \$75.00 for a twelve-month period, upon *satisfactory* proof of such a purchase. If a replacement is required before the expiry of the said twelve-month period, the Employer may reimburse up to a further \$75.00 after considering the reasonable wear and tear resulting from the performance of the duties.

SIGNED AT SAINT JOHN, NEW BRUNSWICK ON THE 20th DAY OF December, 1991

SAINT JOHN PORT CORPORATION

THE PUBLIC SERVICE ALLIANCE OF CANADA
AND ITS LOCAL 60611

John B. ...
Paul J. ...
Paul J. ...
D. S. ...
K. R. ...

Jim ...
Michael ...
Harold F. Childs
William ...
David ...

LETTER OF UNDERSTANDING

It is understood between the parties that the Engineering Technician shall be provided a meal allowance when he is required to work through the lunch period and a lunch period as possible due to work requirements.

SIGNED AT SAINT JOHN, NEW BRUNSWICK ON THE 11th DAY OF December, 1991

SAINT JOHN PORT CORPORATION

THE PUBLIC SERVICE ALLIANCE OF CANADA
AND ITS LOCAL 60611

[Signature]
[Signature]
Paul J. Leitch
[Signature]
K. R. Krauter

Jim MacEwan
[Signature]
Donald F. Childs
William W. Dugan
[Signature]

LETTER OF UNDERSTANDING

It is understood between the parties that those Employees whose working conditions are such as to require coveralls will be provided with two (2) pairs annually.

SIGNED AT SAINT JOHN, NEW BRUNSWICK ON THE 20th DAY OF December 1991

SAINT JOHN PORT CORPORATION

THE PUBLIC SERVICE ALLIANCE OF CANADA
AND ITS LOCAL 60611

ROOMS
K. R. Keator
Pres
...
...
...

Jim M^a Ewan
...
Donald F. Childs
Stephen McEwan
...
...

LETTER OF UNDERSTANDING

The annual report of Union Dues deducted from each **Employee** will be identified on the T Supplementary issued annually to each Employee.

SIGNED AT SAINT JOHN, NEW BRUNSWICK ON THE 20th DAY OF December, 1991

SAINT JOHN PORT CORPORATION

**THE PUBLIC SERVICE ALLIANCE OF CANADA
AND ITS LOCAL 60611**

Robert

W. La. Payer

Paul J. Feltz

D. Shuck

K.R. Kwartek

Jim M^o Ewan

Richard G. Poy

Donald F. Childs

Stephen M. Cawson

William J. Puckner

David Leggett

LABOUR CONTRACTS EXPIRY

CUPE	1925	POLICE	SEPTEMBER 30, 1992
PSAC	60624	MAINTENANCEWORKERS	SEPTEMBER 30, 1993
PSAC	60611	CLERICALWORKERSAND SECURITY GUARDS	SEPTEMBER 30, 1993

FEB 21 1992

SAINT JOHN PORT CORPORATION**1992****SENIORITY LIST – LOCAL 60611**

EMPLOYEE	START DATE	CLASSIFICATION
HAGGERTY, DAVID E.	12/01/70	SECURITY GUARD
PARLEE, PAUL T.	05/24/72	SECURITY GUARD
CRAFT, WILLIAM K.	08/01/73	SECURITY GUARD
GARVIN, LINDA L.	01/27/75	INVOICE CLERK
MCALLISTER, KEVIN L.	03/17/76	SECURITY GUARD
MCCALOUR, STEPHEN A.	07/12/76	ENGINEERING TECHNICIAN
VAUTOUR, JOSEPH N.	12/06/76	SECURITY GUARD
URQUHART, CYRIL C.	10/07/77	ON DISABILITY
CHILDS, DONALD F.	08/04/81	COORDINATOR, MAINTENANCE
KEELEY, SUSAN M.	09/17/81	ACCOUNTING CLERK
RUSSELL, ROBERT J.	06/13/90	ENGINEERING TECHNICIAN



Saint John Port Corporation
Société du Port de Saint John

97

133 Prince William Street
P.O. box 6429, Station A
Saint John, N.B.
E2L 4R8
Telephone (506) 636-4869

133, rue Prince William
C.P. 6429, Station A
Saint John, N.-B.
E2L 4R8
Téléphone (506) 636-4869

January 14, 1992

TO: **MEMBERS OF LOCAL 60611**

We are pleased to provide each employee with this copy of the current collective agreement which will be in effect until September 30, 1993.

You should familiarize yourself with the conditions contained in this agreement and your Supervisor or Union Officer will be pleased to make any necessary explanation.

This booklet is published as a reference to employees. The original signed collective agreement is on file with the parties and may be inspected by any employee. It should be noted that words in this agreement importing the masculine gender include the feminine.

Sincerely,

SAINT JOHN PORT CORPORATION

P. D. Shukla
Manager, Administration

/pyl

Enclosure