

SAINT JOHN PORT AUTHORITY



SAINT JOHN PORT AUTHORITY

ED COLLECTIVE AGREEMENT
PSAC LOCAL 61124
JUNE 1, 2002 TO MAY 31, 2006
ENTERED

COLLECTIVE AGREEMENT

BETWEEN

SAINT JOHN PORT AUTHORITY

AND

PUBLIC SERVICE ALLIANCE OF CANADA
AND ITS LOCAL NO. 61124

SAINT JOHN, NEW BRUNSWICK

JUNE 1, 2002 TO MAY 31, 2006

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ARTICLE I

PURPOSE OF AGREEMENT

- I.01 The purpose of this Agreement is to maintain harmonious and mutual beneficial relationships between the Saint John Port Authority, 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 and conditions of employment relating to pay, hours of work, Employee benefits and general working conditions affecting Employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the Employees.
- I.02 The parties of this Agreement share a desire to improve the quality of the Saint John Port Authority and to promote well being and increase the productivity of the Employees to the end that the people of Canada will be well and efficiently served. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

ARTICLE 2

DEFINITION OF TERMS

2.01 For the purpose of this Agreement:

- (a) "Alliance" means the Public Service Alliance of Canada.
- (b) "Call-Back" means when an Employee is notified during regular working hours that he is to report for duty outside of his/her regular working hours on the same day.
- (c) "Call-Out" means when an Employee is notified to report to work while off duty.
- (d) "Daily rate of pay" means an Employee's weekly rate of pay divided by five (5).
- (e) "Department Head or his/her Designate" means the Vice President, Finance & Technical Services and the Vice President, Trade & Operations.
- (f) "Double Time" means two (2) times the straight time rate.
- (g) "Employee" means a person who is a member of the bargaining unit, as per Appendices A and B in this Agreement.
- (h) "Employer" means Saint John Port Authority.
- (i) "Hourly Rate of Pay" means the rates indicated in Appendices A and B in this Agreement for the specified Employee positions.
- (j) "Management Representative or his/her Designate" means the President and **CEO**, the Vice President, Finance & Technical Services or the Vice President, Trade & Operations.
- (k) "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.
- (l) "Regular Weekly Hours of Work" means forty (40) hours for the Employee positions set out in Appendix A and thirty-seven and one-half (37½) hours

for the Employee positions set out in Appendix B.

- (m) "Straight Time Rate" means an Employee's hourly rate of pay as per Appendices A and B in this Agreement for the specified Employee position.
- (n) "Supervisor or his/her Designate" means the non-unionized staff member the Employee reports to on a daily basis.
- (o) "Time and One-half" means one and one-half (1 1/2) times the straight time rate.
- (p) "Union" means the Public Service Alliance of Canada, Union Local 61124 of the Union of Canadian Transportation Employees Component, at the Port of Saint John, New Brunswick.
- (o) "Weekly Rate of Pay" for Employee positions set out in Appendix A is forty (40) hours per week multiplied by the applicable hourly rate. "Weekly rate of pay" for Employee positions set out in Appendix B is thirty-seven and one-half (37½) hours per week multiplied by the applicable hourly rate.

ARTICLE 3

MANAGEMENT RIGHTS

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 4

SCOPE AND RECOGNITION

- 4.01 The provisions of this Agreement shall apply to the Alliance, the Employees and the Employer.
- 4.02 The Employer recognizes the Alliance as the exclusive bargaining agent for all Employees of the classifications set forth in this Agreement.

ARTICLE 5

STATE SECURITY

- 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 6

NO CESSATION OF WORK

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

ARTICLE 7

CHECK-OFF

- 7.01 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.
- 7.02 For the purpose of applying Clause 7.01, payroll deductions for the payment of Alliance dues and insurance premiums shall commence the month following an Employee's entry into the service of the Employer.
- 7.03 The Employer shall not be held liable or responsible, financially or otherwise, either to the Alliance or to any Employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, where possible, any such errors shall be rectified by subsequent adjustments. It is understood that the Union will indemnify and save harmless the Employer from and against any and all claims which may be made by an Employee or Employees for amounts deducted from wages as herein provided.
- 7.04 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.

ARTICLE 8

INFORMATION FOR EMPLOYEES AND THE ALLIANCE

- 8.01 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.
- 8.02 The Employer agrees to provide the Alliance with one (1) copy of the Collective Agreement for each Employee in the bargaining unit.
- 8.03 The Employer shall provide reasonable bulletin board space for the posting of notices pertaining to elections, appointments, meetings, news items and social and recreational affairs providing they are not detrimental to the Employer. Any items listed above shall refer directly to Alliance business.
- 8.04 The Employer agrees to provide the Alliance Representatives with a copy of those personnel directives directly affecting Employees of this bargaining unit.
- 8.05 The Employer, on written request, agrees to provide an Employee with a complete and current written statement of his/her duties and responsibilities.

ARTICLE 9

ALLIANCE REPRESENTATIVES AND COMMITTEE

- 9.01 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.
- 9.02 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.
- 9.03 A Union Steward shall obtain permission of his/her immediate Supervisor or Designate before leaving his/her work to investigate a complaint or grievance raised by an Employee. The Steward is to advise his/her Supervisor or Designate upon his/her return to duty.
- 9.04 In the processing of complaints, grievances or disputes, the Employee(s) concerned and their Representative(s) will be granted reasonable time off 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.
- 9.05 Where operational requirements permit, the Employer shall grant time off to not more than two (2) Employees who are required to attend meetings arranged 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.
- 9.06 Where operational requirements permit, the Employer shall grant leave without pay to not more than two (2) Employees at any one time to attend Alliance Executive meetings or Training Programmes, also Alliance Conventions and/or that of their affiliates.
- 9.07 A duly accredited representative of the Alliance may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance, and to attend meetings. Such permission shall not be unreasonably withheld.

9.08

If an Employee **is** elected or selected for a full **time** position with the Alliance, the Employer may **grant** leave **without** pay with no loss *of* seniority, for up to one (1) year following consultation between the parties regarding operational requirements. Such Leave without pay shall not **be** unreasonably withheld.

ARTICLE 10

SENIORITY AND PROMOTION

- 10.01 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 names and dates of last entry into Employer's service, from which dates seniority shall accumulate.
- 10.02 Protests in regard to seniority status must be submitted, in writing, within sixty (60) days of publication of lists. When proof of error is presented by an Employee or his/her Representative, such error will be corrected and when so corrected the agreed upon seniority date shall be final.
- 10.03 An Employee transferred or promoted to a position which is excluded from the bargaining unit shall, in the event of his/her 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/her transfer or promotion, his/her seniority date shall be the date of his/her return to the bargaining unit.
- 10.04 An Employee who has been discharged and is subsequently reinstated in the service in a position covered by this Agreement, unless reinstated with his/her former seniority will only be allowed seniority from the date of his/her re-entry into the service. An Employee who is not reinstated with his/her former seniority standing within one (1) year of the date of his/her discharge may only be so reinstated by agreement between the proper Officer of the Employer and the Alliance Representative.
- 10.05 An Employee who resigns or is discharged for just cause shall forfeit all seniority rights under this Agreement.
- 10.06 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.
- 10.08 (a) When filling a vacancy that exists in a classification to which this Agreement applies, a bulletin giving pertinent details of the position and inviting interested Employees to apply, shall be posted on the appropriate bulletin boards for a minimum of ten (10) working days.

No outside advertisement for any vacancy shall be placed until the applications of the present Employees have been fully processed.

- (b) For information purposes, job vacancies outside of the bargaining unit in the Saint John Port Authority, shall be posted for a period of ten (10) days.
- (c) Employees desiring such positions will file their application with the Designated Officer within that time. A copy of the aforementioned bulletin will be sent to an Employee on approved leave, by mail, to the last known address on file as supplied by him/her. A copy of the accompanying letter will be mailed to the Union.

10.09 Employees who fail to exercise their seniority rights to any bulletined position shall forfeit their seniority rights to the said position.

10.10 Appointments to such new positions or vacancies shall be made within fifteen (15) working days after expiry of the notice period on the basis of qualifications and fitness; if qualifications and fitness are relatively equal, seniority will govern. Appointments shall be immediately bulletined in the same way as were the positions and vacancies. Temporary appointments may be made, pending an assignment. Vacancies of a known duration of one month will be bulletined. Nothing herein shall prevent the Employer from determining that no applicant has the necessary qualifications and from proceeding to fill the vacancy at its own discretion, but this shall not be construed to limit the rights of an Employee under Article 31. Management will advise the Union within one (1) month of the status of any position not bulletined.

10.11 An Employee who is appointed, promoted or transferred to a position in accordance with Clause 10.10 shall be on probation for a period of up to six (6) months and failing to qualify, he shall be reinstated in his/her former position.

10.12 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/her separation while on probation.

ARTICLE 11

STAFF REDUCTION AND RECALL TO SERVICE

11.01 Technical and Other Changes

- (a) Where the Employer is contemplating any major changes in the work force, 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 all reasonable consideration to enable an Employee affected to adapt himself/herself to the said improvements, modification or change, and shall afford to the Employee concerned, the possibility of being assigned to equivalent positions without loss of salary.

11.02 The Employer will continue past practice in exercising every reasonable effort to ensure Employees continued employment and when reducing forces, where qualifications and fitness are relatively equal, Employees with the most seniority will be given preference for retention.

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

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

11.05 (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/her seniority rights under this Agreement, and his/her name shall be struck 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/her seniority rights under this Agreement, and his/her name shall be struck off the seniority list.

11.06 **An** Employee who has been laid off shall retain his/her 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/she shall be reinstated with seniority status held at time of lay-off.

11.07 Where an Employee may be laid-off, he/she shall be placed on lay-off status and given preference in any **job** classification for which a vacancy occurs providing he/she 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/she became laid off.

11.08 No Employee shall suffer loss as a result of any implementation of second Language requirements.

ARTICLE 12

RESTRICTIONS ON OUTSIDE EMPLOYMENT

12.01

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 13

HOURS OF SERVICE

13.01 For Employees set out in Appendix A:

- (a) The following hours of service shall apply for the duration of this Agreement:
 - (i) The normal working day shall not be more than eight (8) consecutive hours, exclusive of a one-half hour lunch period, between the hours of 7:00 a.m. and 6:00 p.m., five (5) days per week, Monday through Friday, except those Employees required to work on shift work.
 - (ii) All time worked in excess of these assigned hours shall be considered as overtime and paid for as such in accordance with Article 14.
- (b) Employees may be assigned to work eight (8) consecutive hours and allowed twenty-five (25) minutes for lunch without deduction of pay.
- (c) Employees will not be required to work more than six (6) consecutive hours without a meal period.
- (d) Shift schedules will be posted seven (7) days in advance. However, when unforeseen operational requirements demand, shifts may be changed with a minimum rest period of eight (8) hours. However, where operational requirements permit, a rest period of sixteen (16) hours between shifts will be scheduled.

13.02 For Employees set out in Appendix B:

- (a) 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) 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.**

- (c) 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.
- (d) For Employees set out in Appendix B the Employer may require Employees to register their attendance in a form or forms to be determined by the Employer.

ARTICLE 14

OVERTIME, HOLIDAY AND MINIMUM WORK AND WAGES

14.01 Except as otherwise provided in this article:

- (a) Time worked in excess of regular assigned hours, on Mondays to Saturdays inclusive, shall be paid at the rate of Time and One-half, except;
- (b) All time worked after 2400 hours on a Friday and up to 0800 hours on the following Monday, shall be paid Double Time, except for those Employees required to work shift work, when the Double Time provision will apply on the Employee's regular scheduled day off, if he/she is required to work.
- (c) Any Employee who is required to work on a designated holiday shall receive, in addition to his/her salary rate for this designated holiday, two (2) times his/her regular salary rate for the time he/she has actually worked. Provided, however, that any Employee who is eligible to be paid for any of the designated holidays mentioned in Article 17.01 when not worked, may at the option of the Employer, when required to work on such holiday, be paid at regular rates for normal hours worked and shall be allowed in addition vacation leave with pay of one day for each day or normal hours worked'.
- (d) Employees shall not be required to suspend work during regular working hours to absorb overtime pay.
- (e) An Employee will not be required to work more than sixteen (16) consecutive hours,

14.02 Minimum Work and Wages

- (a) A minimum of four (4) hours wages at Time and One-half will be paid for all work performed not contiguous with, before or after, regular hours of work.
- (b) A minimum of four (4) hours wages at Time and One-half or the equivalent thereof will be paid for work performed on Sunday or any of the days named in Article 17.01.

- (c) A minimum of four (4) hours work or four **(4)** hours wages at Straight Time Rate will be received by any Employee required to work who reports to work.
- (d) Notwithstanding Clause 13.01 (a) (i) any Employee required to report to work for a snow removal operation prior to his/her day shift where he/she was not notified at least eight (8) hours in advance will be treated as if he/she were on "Call-Out".

14.03 A Call-Out will be paid **if** any Employee does not receive at least twelve (12) hours notification of a cancellation of a Call-Out when on his/her day of rest.

14.04 The Employer shall make every reasonable effort to allocate overtime on an equitable basis among readily available qualified Employees who normally perform the work.

14.05 The Employer will make every reasonable effort when assigning overtime to provide the Employee(s) with at least one (1) hour advance notice when overtime is to **be** worked contiguous with normal scheduled working hours.

14.06 (a) **An** Employee may request time off in lieu of cash payment for overtime to a maximum of eighty (80) hours, including any carry-over from prior years, in any calendar year. Such time off will be equivalent to the hours that would otherwise have been paid.

(b) The Employer shall grant compensating time off at time convenient to the Employee and the Employer.

(c) Where an Employee has been granted compensating time off according to Clause 14.06(a) and for reasons not attributable to the Employee, such time off has not been used by the end of the calendar year, then the Employer shall compensate the Employee by cash payment equal to the payment which would otherwise have been made at the time the overtime hours were worked. Such payment will be made in January of the year following that in which the compensating leave was earned.

(d) Notwithstanding Clause 14.06(c), upon a written request submitted before October 1 of the current year, an Employee shall be granted

up to one week's carry-over of his/her compensating time, provided that previous carry-overs have been Liquidated.

14.07 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 any contiguous period.
- (c) An Employee shall be paid Double Time for all hours scheduled on the Employee's regular day off, if he/she is required to work.
- (d) Work performed by an Employee as set out in Appendix B, on a designated paid holiday shall be compensated for the first seven and one-half (7 1/2) hours at two times his/her regular rate, in addition to his/her regular rate for the day.
- (e) An Employee scheduled to work outside of his/her 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.

14.08 Call-Back and Reporting Pay

An Employee called back for duty which is not contiguous with his/her 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 his/her normal rate of pay.

14.09 Meal Allowance

An Employee who works more than three (3) hours of overtime immediately before or following his/her 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 ten dollars (\$10.00) as meal allowance;
- (b) Be granted adequate time off with pay for a meal break.

14.10

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.

14.11

There shall be no duplication of overtime payments.

ARTICLE 15

PAY

- 15.01 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.
- 15.02
- (a) Unless otherwise stipulated in this Agreement, an Employee is entitled to be paid for service rendered at the rate specified in Appendices A and B of this Agreement for the classification of the position to which an Employee has been appointed;
 - (b) Where an Employee is assigned a classification and level for which no rate is stipulated in Appendices A and B 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.

ARTICLE 16

PRESERVATION OF RATES

- 16.01 When an Employee is temporarily called upon to do the work of another classification which is lower than his/her own, such Employee shall be paid at the rate of the higher classification.
- 16.02 (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/her and to which this Agreement applies, he/she shall be paid acting pay during that temporary period calculated as if he/she 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 cases 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 16.02 (a).
- (c) Following training, where the Receptionist/Typist is assigned by the employer to substantially perform the duties of the Accounting Clerk, he/she shall receive acting pay for the hours worked. The hours worked are to be accumulated on a time sheet each two weeks and paid out in the following pay. The incumbent Receptionist/Typist employed on June 1, 2000 will complete training of the Accounting Clerk's position as of October 15, 2000.
- 16.03 On each pay day each Employee shall be provided with an itemized statement of his/her salary, clearly indicating overtime, separate deductions and other supplementary items.

For Employees set out in Appendix B:

- 16.04 (a) Subject to satisfactory performance of duties, an Employee who is not being paid at the maximum in his/her scale of rates, shall be

granted a salary increment on the anniversary date of his/her 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 resulting rate shall be revised in accordance with the salary revision.

16.05 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.

16.06 (a) Where an Employee is promoted to a classification one level higher he/she shall be paid at a point on the new pay scale which provides him/her with an increase of not less than three hundred dollars (\$300.00).

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

ARTICLE 17

DESIGNATED PAID HOLIDAYS

17.01 The following days, when falling on regular work days, shall be recognized as designated holidays for the purpose of this Agreement:

1. New Year's Day
2. Good Friday
3. Easter Monday
4. Victoria Day
5. Canada Day
6. Labour Day
7. Thanksgiving
8. Remembrance Day
9. Christmas Day
10. Boxing Day
11. New Brunswick Day
12. Up to the date of proclamation of Heritage Day as a Statutory Holiday, the afternoon of the day before Christmas and the afternoon before New Year's Day in lieu of the Heritage 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.

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

17.03 Holiday Falling on a Day of Rest

When a day designated as a Holiday under Clause 17.01 coincides with an Employee's day of rest the Holiday shall be moved to the Employee's first scheduled working day following his/her day of rest.

When a day designated as a Holiday for an Employee is moved to another day under the provisions of this Clause:

- (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.

17.04 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 18

VACATION LEAVE

18.01 Accumulation of Vacation Leave

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

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

18.02 Computation of Leave Credits

- (a) For the purpose of this Article, hours of work shall include normal working hours on ordinary week days, normal hours on holiday, whether worked or paid for without work, and absence on paid vacations.
- (b) Hours of work lost by an Employee due to absence as a result solely 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 Employees Compensation Act.

- (c) Vacation leave credits will accrue from the date of last entry into Saint John Port Authority 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 right to vacation leave credit.
- (d) An Employee is entitled to vacation leave with pay to the extent of his/her 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 credits equivalent to the anticipated credits for the vacation year.

18.03

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 its operations 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 three (3) consecutive weeks or on any other basis requested by the Employee;
 - iii) grant an Employee vacation leave when requested, if:
 - the period of vacation leave requested is less than a week; and
 - the Employee gives the Employer at least two (2) days advance notice for each day of vacation leave requested.
 - iv) 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;

- v) the Employer may for good and sufficient reason:
 - grant vacation leave on shorter notice than that provided for in Clause 18.03(a)(iii), and
 - grant vacation leave to an Employee during his/her first six (6) months of employment.

- (b) Should a designated holiday, for which an Employee is paid under Clause 17.01, occur during his/her period of vacation leave, that day will not count as part of his/her vacation leave.

- (c) In computing wages due for periods of vacation leave for any Employee, working hours and rates of pay used will be those of the classification in which he/she is regularly or normally employed, unless he/she is temporarily employed in classification calling for different working hours and rates of pay and has served a minimum of one (1) month immediately prior to proceeding on vacation in the classification, in which case he/she shall **be** paid at the rate of such classification.

- (d) Vacation pay shall be granted, upon written request, in advance of proceeding on vacation, under the following conditions:
 - i) written requests for advance vacation pay must be received by the Department Head or his/her Designate fourteen (14) calendar days prior to the Friday immediately preceding the first day of vacation;

 - ii) advance vacation payments will be made for periods of not less than one (1) week or multiples thereof;

 - iii) Provided 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.

18.04 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.

18.05 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.

18.06 Recall From Vacation Leave

(a) The Employer will make every reasonable effort not to recall an Employee, to duty after he/she has proceeded on vacation leave.

(b) Where, during any period of vacation leave, an Employee is recalled to duty, he/she shall be reimbursed expenses that he/she incurs;

i) in proceeding to his/her place of duty;

ii) in returning to the place from which he/she was recalled if he/she immediately resumes vacation upon completing the assignment for which he/she 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/she is entitled under Clause 18.06(a) and (b) above to be reimbursed for reasonable expenses incurred by him/her.

(d) Vacation Leave Schedule

Where a dispute develops respecting the granting of leave to more than one Employee at the same time, seniority shall be the governing factor.

(e) Leave When Employment Terminates

When the employment of an Employee is terminated, the Employee

or his/her estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days earned by unused vacation leave by the daily rate of pay applicable to the Employee immediately prior to the termination of his/her employment.

18.07 Provided past service with the Employer has not been interrupted by a 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.

18.08 Carry-Over of Annual Leave

Upon a written request submitted before October 1, of the current year, an Employee shall be granted one (1) week carry-over of his/her annual vacation leave, liquidated.

ARTICLE 19

SICK LEAVE

19.01 Eligibility

Subject to the provisions of Clause 19.02 of this 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/she has earned ten (10) days' pay.

19.02 Computation of Sick Leave Credits

For the purpose of Article 19, hours of work shall include:

- (a) normal working hours on ordinary week 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;

19.03 Granting of Sick Leave With Pay

- (a) An Employee will be granted sick leave with pay, provided he/she possesses seniority rights in accordance with the provisions of Article 10 of this Agreement to the extent of his/her earned sick leave credits.
- (b) An Employee is eligible for sick leave with pay when he/she is unable to perform his/her duties because of illness or injury provided that:
 - i) he/she satisfies 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/her illness or injury and stating that because of this illness or injury he/she was unable to perform his/her duties shall be considered as meeting the requirements of Clause 19.03(c)(i).

- i) if the period of leave requested does not exceed 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/her;
 - iii) an Employee is not eligible for sick leave with pay during any period in which he/she is on leave of absence without pay or under suspension.
- (d) For sick leave with pay in excess of five (5) days an 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 (2) years' continuous service is absent due to illness, and who has exhausted or during that period would exhaust his/her sick leave credits, approval may be granted for an advance against future sick leave to be earned, in an amount not exceeding three (3) weeks (fifteen {15} 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/her sick leave credits will be made from any amount payable to him/her by the Employer.
- (h) Subject to the above conditions, and notwithstanding Clause 19.03(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 Workplace Health Safety and Compensation Commission of New Brunswick ("WHSCC").

- (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.

19.04

If an Employee becomes ill during a period of vacation leave or 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 19-03, and his/her vacation leave or compensatory leave credits shall be restored to the extent of any concurrent sick leave or vacation leave granted.

ARTICLE 20

INJURY-ON-DUTY LEAVE WITH PAY

20.01 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 Employees Compensation Act, and a WHSCC 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/her 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/her employment,
- if the Employee agrees to remit to the Employer any amount received by him/her 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/her agent has paid the premium.
- (b) Where an injured Employee is unable to return to his/her normal work resulting from (i) or (ii) above, the Employer shall make every reasonable effort to provide the Employee with alternative employment.

ARTICLE 21

SPECIAL LEAVE

21.01 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/she received pay for at Least ten (10) days;
- (b) one-quarter day (**1/4**) for each calendar month in which he/she received pay, but for less than ten (10) days.

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

21.02 Marriage Leave

After the completion of one year's continuous service with the Employer, an 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/her credit but not more than five (5) days, for the purpose of getting married.

21.03 Bereavement Leave

- (a) For the purpose of this Clause and Clause **21.04**, 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, grandchild and relative permanently residing in the Employee's 'household or with whom the Employee permanently resides.
- (b) Where a member of his/her immediate family dies, he/she shall be entitled to special leave with pay for a period of up to four **(4)** days and not extending beyond the day following the funeral.
- (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) The Employee is entitled to special leave with pay, up to a maximum of one (1) 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) Special leave with pay will not be granted if the Employee does not attend the funeral.
- (g) If, during a period of compensating time off an Employee is bereaved in circumstances under which he/she would have been eligible for bereavement leave under paragraphs (a), (b) or (c) of this Clause, he/she shall be granted bereavement leave and his/her compensating time off shall be restored to the extent of any concurrent bereavement leave granted.

21.04 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's person, home or immediate family; such requests for special leave shall not be unreasonably withheld.

21.05 Leave For Birth or Adoption of Child

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

21.06 Advance of Credits

Where an Employee has insufficient or no credits to cover the granting of special leave within the meaning of Clauses 21.03(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.

21.07 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.

21.08 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.

21.09 Maternity and Parental 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, shall 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 to 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 a qualified medical practitioner stating that the Employee's health will not be impaired by her returning to duty at an earlier date.

- (d) Provided an employee has six (6) months continuous service, the Employee is entitled to parental leave, without pay, to the extent permitted by the Employment Insurance Act and Regulations, subject to:
 - (i) Employee providing notice in writing to the Employer of the intention to take parental leave at least four (4) weeks prior to the commencement of parental Leave;
 - (ii) Employee providing notice in writing to the Employer of the intention to return to work at least three (3) weeks prior to the intended date of return.

21.10 Conditions

The benefits of Clauses 21.03 and 21.04 are conditional upon the following:

- (a) the Employee must have not 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.

21.11 Leave - General

- (a) When the employment of an Employee who has been granted more vacation, sick or special leave with pay than he/she has earned, is terminated by death, the Employee is considered to have earned the amount of leave with pay granted to him/her.
- (b) When the employment of an Employee who has been granted more vacation or sick leave with pay than he/she has earned is terminated by lay-off, he/she is considered to have earned the amount of leave with pay granted to him/her if, at the time of his/her lay-off, he/she has completed two (2) or more years of continuous employment.

- 21.12 An Employee who is in an acting position receiving acting pay, and is granted leave with pay, is entitled during his/her period of leave to receive the acting pay rate if he/she 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.
- 21.13 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.
- 21.14 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/she becomes subject to this Agreement, shall **be** retained by the Employee.

ARTICLE 22

SEVERANCE PAY

22.01 Lay-Off

An Employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of lay-off.

- i) 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/she 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.
- ii) In the case of an Employee who is laid off for a second or subsequent time, the amount of severance pay shall be one (1) weeks pay for each completed year of continuous employment, less any period in respect of which he/she 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.
- iii) 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.

22.02 Resignation

This Article applies only to Employees employed on or before June 1, 2002.

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/her weekly rate of pay on resignation by the number of completed years of his/her continuous employment to a maximum of twenty-six (26) weeks less any period in respect of which he/she was granted severance pay, retiring leave or cash gratuity in lieu of retiring leave by the Employer.

22.03 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 or Canada Port Authorities Pension Plan, shall be paid severance pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of his/her continuous employment to a maximum of twenty-eight (28), less any period in respect of which he/she was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave by the Employer.

22.04 Death

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

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

22.06 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 Appendices A and B of this Agreement and shall not include acting pay.

ARTICLE 23

JURY DUTY LEAVE

23.01 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 or other legal instrument to attend as a witness in any proceeding held as authorized by law, or before an arbitrator or umpire.

ARTICLE 24

TRAVELLING

24.01 Where an Employee is required by an Employer to travel outside of his/her 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/she shall be compensated in the following manner:

- (a) On a normal working day on which he/she travels but does not work, an Employee shall receive his/her regular pay for the day;
- (b) On a normal working day on which he/she travels and works, the Employee shall be paid:
 - i) his/her regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7 1/2) hours for employees set out in Appendix B or eight (8) hours for employees set out in Appendix A, and
 - ii) at the applicable overtime rate for additional hours of travel in excess of those specified in Clause 24.01 (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 25

USE OF EMPLOYEE-OWNED MOTOR VEHICLE

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

ARTICLE 26

INCLUSION UNDER CANADA PORT AUTHORITIES PENSION PLAN

- 26.01 Upon meeting the qualifications as laid down by the Canada Port Authorities Pension Plan, Employees will be included under such pension plan coverage.

ARTICLE 27

HEALTH INSURANCE CONTRIBUTIONS

- 27.01 The Employer agrees to pay the current cost of the required premiums contributions as of June 1, 2003 for each Employee to any health insurance plan now in effect or such plan as may be arranged by the Employer. Any future increases in premium costs will be shared on a 60% Employer/40% Employee basis. 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.
- 27.02 An Employee may, on retirement, retain his/her health insurance plan by paying the full cost of the required premium contributions as determined by and with the approval of the operator of such plan.
- 27.03 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.

ARTICLE 28

TRAINING COURSES

28.01 The Employee and **his/her** Supervisor will consult **annually**, or more frequently if necessary, to identify training courses they feel will **be** mutually beneficial.

ARTICLE 29

EMPLOYEE EVALUATION AND PERSONNEL FILES

- 29.01 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.
- 29.02 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/her own comments on the review form prior to affixing his/her signature.
- 29.03 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.

ARTICLE 30

DISCIPLINE

- 30.01 An Employee who has completed his/her probationary period shall not be disciplined by suspension without pay or by discharge except for cause.
- 30.02 No disciplinary action shall be taken against an Employee for his/her behaviour outside working hours unless, in the opinion of the Employer, there is evidence that such behaviour has brought the Employer into public disrepute.
- 30.03 When an Employee is required to attend a meeting where a disciplinary decision concerning him/her is to be taken by the Employer, or a Representative of the Employer, the Employee is entitled to have, at his/her request, a Representative of the Alliance attend the meeting.
- 30.04 The Employer will advise each Employee of any written reprimand placed on his/her file. A copy of any reprimand is to be sent to the Union. Any Employee so reprimanded may submit his/her case in conformity with the provisions of the Grievance Procedure outlined in Article 31.
- 30.05 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.
- 30.06 Where it is determined that an Employee has been disciplined by suspension without pay or by discharge in violation of Clause 30.01, the Employee shall be immediately reinstated in his/her former position without loss of seniority or accrued benefits including all benefits and salary he/she would have earned during the period of suspension or discharge.
- 30.07 The Employer shall ensure that the personnel file of every Employee is kept confidential.
- 30.08 It is not the Employer's practice to disclose personal information, other than confirmation of employment, concerning an Employee to creditors, banks, credit bureaus, or similar organizations without the expressed prior and written consent of the Employee concerned.

- 30.09 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/her written permission to release information concerning a specific case.
- 30.10 Upon written request of an Employee, the personnel file of that Employee will be made available at least once per year for his/her examination in the presence of an authorized representative of the Employer.
- 30.11 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.

ARTICLE 31

GRIEVANCE PROCEDURE

31.01 Consultation

When an Employee feels **he/she** has a complaint, **he/she** shall be encouraged to consult with **his/her** immediate Supervisor or **his/her** Designate in respect to such a complaint accompanied, if **he/she** so wishes, by **his/her** Union representative. Inability to consult on such a complaint shall in no way affect **his/her** right to file a formal, written grievance in the manner set forth in this Article.

31.02 Formal Grievance

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

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

31.04 Step 1

- (a) An Employee may present a grievance to Management's Representative at Step 1 not later than twenty (20) working days after the date of the circumstances giving rise to the grievance.
- (b) Management's Representative at Step 1 shall reply, in writing, to an Employee's grievance within ten (10) working days after the grievance is presented unless mutually agreed by both parties to extend the time limits.

31.05 Step 2

- (a) An Employee may present a grievance to Management's Representative at the second step, when the decision rendered at the first step is not satisfactory to him/her, within ten (10) working days after that decision has been conveyed to him/her.
- (b) Management's Representative at Step 2 shall reply, in writing, to an Employee's grievance within ten (10) working days after the

grievance is presented in accordance with Clause 31.06 unless mutually agreed by both parties to extend the time limit.

31.06 Step 3

- (a) An Employee may present a grievance to Management's Representative at the third step and when the decision rendered at the second step is not satisfactory to him/her, within ten (10) working days after that decision has been conveyed in writing to him/her.
- (b) Management's Representative at Step 3 shall reply, in writing, to an Employee's grievance within ten (10) working days after the grievance is presented in accordance with Clause 31.06, unless mutually agreed by both parties to extend the time limits.

31.07 Disciplinary Action

- (a) Grievances resulting from disciplinary action involving suspension or discharge will not observe the foregoing time limits and will instead require to be initiated within five (5) working days of the said disciplinary action. A written reply will be given within, five (5) working days of the hearing of such a grievance. Each succeeding step of the grievance procedure will observe the time limits as stipulated in the foregoing clauses.
- (b) The processing of grievances, involving disciplinary action, suspension or discharge, will start at the step beginning with Management's Representative, who is at the next step to Management's Representative, who issued the disciplinary action.

31.08 Representatives

	<u>Union</u>	<u>Management</u>
Step 1	Two Union Representatives	Supervisor or his/her Designate and Management Representative or his/her Designate

Step 2	Two Union Representatives	Department Head or his/her Designate and Management Representative or his/her Designate
Step 3	One Alliance Representative One Union Representative	President and CEO or his/her Designate and two Management Representatives or his/her Designates

31.09 A grievance arising directly between the Employer and the Alliance involving 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) working 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) working 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 the Representatives of the two parties within ten (10) working days in an effort to resolve the issue in dispute. Failing settlement within fifteen (15) working 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.

31.10 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) working days of its intention to refer the matter to a Board of Arbitration and the name of its nominee to such a Board.

31.11 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.

- 31.12 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.
- 31.13 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.
- 31.14 An Arbitration Board shall have no power to alter, add to, subtract from, amend, modify, or substitute any part of this Agreement.
- 31.15 By mutual agreement, a single arbitrator may be asked to render a decision on a dispute in which case his/her fee and expenses shall be borne equally by the parties.
- 31.16 General
- (a) In determining the time limits with which any action as prescribed in this procedure, Saturdays, Sundays and Holidays shall be excluded. The time limits in this Article may be extended by mutual agreement.
 - (b) When mutually agreed, Step 1 and/or Step 2 of Clause 31.11 may be by-passed and the grievances heard at the next higher level.

ARTICLE 32

JOINT CONSULTATION

- 32.01** 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.
- 32.02** Consultation may take place for the purpose of providing information, discussing the application of Employer 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 to or modify the terms of this Agreement.
- 32.03** 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.

ARTICLE 33

SAFETY AND HEALTH

- 33.01 The Employer and the Union agree to cooperate at all levels in encouraging Employees afflicted with alcoholism or drugs to the objective of their rehabilitation.
- 33.02 Nothing in this Clause is to be interpreted as constituting any waiver of Management's right to maintain discipline or discharge for cause in any case which might result from, or be associated with, the use of alcohol or drugs.
- 33.03 Employees required to take a medical examination by the Employer will have same paid for by the Employer and said Employee will be allowed time off with pay for said medical, except for medical certificate required under Article 19.
- 33.04 Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tool, safety equipment and protective clothing.
- 33.05 When a safety hazard is brought to the Employer's attention, the said hazard will be investigated and corrective action taken.

ARTICLE 34

CANADA LABOUR CODE/SUCCESSOR CLAUSE

- 34.01 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 35

DURATION OF THE AGREEMENT

- 35.01** The duration of this agreement shall be from the 1st day of June, **2002**, until the 31st day of May, **2006**, and shall continue **in** effect beyond this date until such time as either party gives three (3) months' notice in writing of desire to revise or terminate the agreement.
- 35.02** Unless otherwise stipulated, the provisions of this Agreement shall become effective on the date this Agreement is signed.
- 35.03** This agreement may be amended by mutual consent.

ARTICLE 36

CANADA MARINE ACT

- 36.01 It is recognized that the Saint John Port Authority **was** incorporated by Letters Patent dated May 1, 1999 as the successor to the Saint John Port Corporation under the Canada Marine Act and is subject to the aforementioned Act.

ACTS, REGULATIONS AND DIRECTIVES

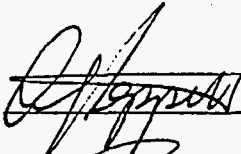
- 36.02 All Acts, Regulations and Directives of the Saint John Port Authority shall apply to this Agreement in their entirety.

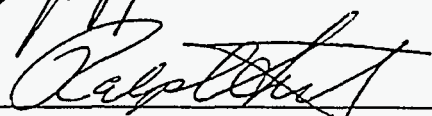
The new Agreement and the Letter of Understanding constitutes the entire contract between the Employer and the Alliance. Each of the parties hereto acknowledges that there are no representations, warranties, agreements, covenants or conditions, expressed or implied, relating to this Agreement other than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

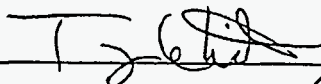
Signed at Saint John, New Brunswick, this 17th day of January, 2003.

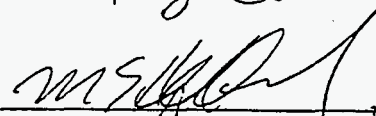
SAINT JOHN PORT AUTHORITY

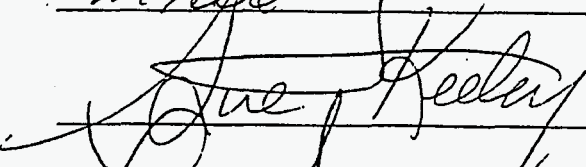
PUBLIC SERVICE ALLIANCE OF CANADA
- LOCAL 61124

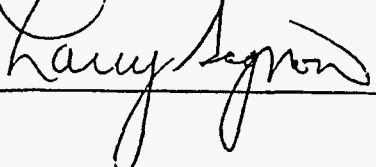












P.S.A.C. LOCAL 61124
 Outside Services **Wage** Schedule

Classification	Effective Date
	June 1, 2002
Student	\$ 9.58
<u>Level 1</u> Labourer	\$15.26
<u>Level 2</u> Equipment Operator	\$16.59
<u>Level 3</u> Senior Equipment Operator	\$17.42
<u>Level 4</u> Licensed Tradesperson	\$18.15
<u>Level 5</u> Lead Hand	\$19.30

The wage scale will be adjusted on the following dates by the following percentages:

- June 1, 2003 - 2%
- June 1, 2004 - 2%
- June 1, 2005 - 2.5%

If the Total CPI for Saint John as published by Statistics Canada for the years ended May 2003 and 2004 respectively exceeds 2%, the rate of pay to take effect for June 1 in each respective year shall be increased by the percentage increase in CPI over 2%, but not to exceed an additional 1%.

If the Total CPI for Saint John as published by Statistics Canada for the year ended May 2005 exceeds 2.5%, the rate of pay to take effect for June 1, 2005 shall be increased by the percentage increase in CPI over 2.5%, but not to exceed an additional 0.5%.

P.S.A.C. LOCAL 61124

Clerical Wage Schedule I

Classification Level	Step 1	Step 2	Step 3	Step 4
Effective June 1, 2002				
Receptionist/Typist	\$26,765	\$27,558	\$28,562	\$29,432
Accounting Clerk	\$31,695	\$32,680	\$33,669	\$34,607
Engineering Technologist	\$42,373	\$43,708	\$45,039	\$46,335

The wage scale will be adjusted on the following dates by the following percentages:

June 1, 2003 - 2%

June 1, 2004 - 2%

June 1, 2005 - 2.5%

If the Total CPI for Saint John as published by Statistics Canada for the years ended May 2003 and 2004 respectively exceeds 2%, the rate of pay to take effect for June 1 in each respective year shall be increased by the percentage increase in CPI over 2%, but not to exceed an additional 1%.

If the Total CPI for Saint John as published by Statistics Canada for the year ended May 2005 exceeds 2.5%, the rate of pay to take effect for June 1, 2005 shall be increased by the percentage increase in CPI over 2.5%, but not to exceed an additional 0.5%.

Premiums and Miscellaneous

1. Shift Premium

Employees who work regularly assigned shifts, including those Employees on stand-by snowplowing from midnight will receive additional remuneration at the rate of twenty-five **(25)** cents per hour for all work from **4:00 P.M.** to **12:00 Midnight**, and thirty (30) cents per hour from **12:00 Midnight** to **8:00 A.M.**

2. Height Risk Premium

Those Employees working from staging 30 feet above ground, ladders excluded, will receive a twenty-two (22) cents per hour **differential**.

3. Trades Helper

An Employee will be paid as a Trades Helper when working on fenders and ladders.

4. Safety Shoes Reimbursement

All permanent full-time Employees required by the Employer to wear steel-toed safety shoes will be reimbursed \$150.00, plus appropriate taxes for a twelve-month (12) period upon satisfactory proof of such purchase. If a replacement is required before the expiry of the said twelve-month (12) period, the Employer may reimburse up to further \$150.00, plus appropriate taxes after considering the reasonable wear and tear resulting from the performance of the duties. An amount of \$100.00, plus applicable taxes will apply to students.

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