

2015-2021 COLLECTIVE AGREEMENT

BETWEEN

**THE CITY OF SAINT JOHN
(hereinafter referred to as the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
SAINT JOHN CITY HALL EMPLOYEES,
LOCAL 486
(hereinafter referred to as the "Union")**

*Approved as to
form & legality
18/03/16
JCN*

ST CM

LOCAL 486 CONTRACT

TABLE OF CONTENTS

ARTICLE	TOPIC	PAGE
1	INTENT AND PURPOSE OF AGREEMENT	2
1.02	Goal	2
2	RECOGNITION	3
2.01	Sole & Exclusive Bargaining Agent	3
2.02	Placement of New Positions	3
2.03	Work of the Bargaining Unit	4
3	MANAGEMENT RIGHTS	4
4	UNION RESPONSIBILITY	4
4.01	No "Strikes"	4
4.02	Picket Lines	4
4.03	Union Cooperation	5
5	EMPLOYER RESPONSIBILITY	5
5.01	No "Lockouts"	5
5.02	No Discrimination	5
5.03	Job Security	5
5.03 (a)	Contracting Out	5
5.03 (b)	Reduction of Work Force	5
5.03 (c)	Layoff/Recall	6
6	UNION CHECK-OFF, REMITTANCES, RAND FORMULA, ETC.	7
6.01	Monthly Deductions & Rand Formula	7
6.02	Insufficient Earnings	8
6.03	Acquainting New Employees	8
7	RESOLUTIONS AND REPORTS OF BOARDS	8
7.01	Employer Shall Notify Union	8
7.02	Copies of Resolutions	8
8	MUTUAL INTEREST COMMITTEE	9

JP B CM

ARTICLE	TOPIC	PAGE
8.01	Composition of Committee & Purpose	9
9	REPRESENTATION BY UNION	9
9.01	Proper Authorization	9
9.02	Negotiating Committee	10
9.03	Assistance of Other Representatives	10
10	SENIORITY	10
10.01	Seniority Defined	10
10.02	Seniority List	10
11	VACANCIES, NEW POSITIONS, PROMOTIONS, & TEMPORARY ASSIGNMENTS	11
11.01	Job Postings	11
11.02	Method of Making Appointments to a Permanent Position	11
11.03	Probation Period – New Employees	12
11.04	Method of Making Appointments to Temporary Assignments	13
11.05	Casual Employees	14
11.06	Students	14
11.07	Performance Appraisals	14
12	GRIEVANCE PROCEDURE	15
12.01	Grievance Committee	15
12.02	Notification to Employer	15
12.03	Grievance Procedure Steps	15
12.04	Grievance Initiated at City Manager's Level	16
12.05	Replies to Grievances	16
12.06	Effective Date of Award	16
12.07	Grievance Resolution Process - Mediation	17
13	ARBITRATION	18
13.01	Time Limits and Arbitrator	18
13.02	Arbitration Hearing	19
13.03	Expense and Remuneration	19
13.04	Duty of the Board of Arbitration	19
13.05	Decision Binding on Parties	19



 B CM

 JT

ARTICLE	TOPIC	PAGE
13.06	No Grievance Shall be Deemed Invalid	20
14	SUSPENSION OR DISCHARGE	20
14.01	Disciplinary Procedures	20
14.02	Procedure & Notification to Parties	20
14.03	Unjust Treatment & Reinstatement	20
15	HOURS OF WORK AND OVERTIME	21
15.01	Hours of Work	21
15.02	Overtime	23
15.03	On-Call Pay	24
15.04	Call-in Lists for Overtime	25
16	JOB CLASSIFICATION AND TRANSFERS	25
16.01	Classification Schedule	25
16.02	Classification of New and Existing Positions	25
16.03	Job Transfers	26
16.04	Displaced Employees	26
17	SALARIES, INCREMENTS AND PREMIUMS	26
17.01	Salaries	26
17.02	Incremental Increases	27
17.03	Promotional and Acting Pay	27
17.04	Shift Differential	27
18	STATUTORY, DESIGNATED AND PROCLAIMED HOLIDAYS	28
18.01	Paid Holidays	28
18.02	Rates of Pay for Above Holidays	28
18.03	Holidays for Shift Employees	28
18.04	Holiday on a Scheduled Day Off	28
18.05	Employees Required to Work on a Statutory Proclaimed or Designated Holiday	29
19	VACATIONS	29
19.01	Vacation Entitlement	29
19.02	Holidays During Vacations	30
20	LONG-SERVICE PAY AND RETIREMENT PAY	30

B CM
 51 - 2

ARTICLE	TOPIC	PAGE
20.01	Long-Service Pay	30
20.02	Retirement Pay	31
21	EMPLOYEE BENEFITS	32
21.01	Group Life Insurance	32
21.02	Medical, Health and Dental Plans	32
21.03	Long Term Disability (LTD)	34
21.04	Sick Leave Defined	34
21.05	Sick Leave Plan Accumulation	34
21.06(a)	Deduction from Sick Leave	35
21.06(b)	Family Care Leave	35
21.07	Proof of Illness	35
21.08	Sick Leave During Leave of Absence and Layoff	35
21.09	Sick Leave and Vacation Leave	36
21.10	Sick Leave Bank	36
21.11	Return to Work Committee	36
21.12	Sick Leave Bank Allotments	37
21.13	Sick Leave Records	37
21.14	Military Leave	37
21.15	Sick Leave and Military Leave Schedule	38
21.16	Sick Leave Plan Accumulation – Casual Employees	38
22	TECHNOLOGICAL CHANGE	38
22.01	Improved Skills	38
22.02	Extensive Training Needed	38
22.03(a)	Technological Change Defined	39
22.03(b)	Advance Notice	39
22.03(c)	Contents of Notice	39
22.03(d)	Consultation	39
23	LEAVES OF ABSENCE	40
23.01	Bereavement Leave	40
23.02	Emergency Leave	41
23.03	General Leave	41

R am
5/1 - 1

ARTICLE	TOPIC	PAGE
23.04	Special Leave	41
23.05	Union Business	42
23.06	Union Conventions and/or Seminars	42
23.07	Reimbursing Employer for Pay & Benefits	42
23.08(a)	Maternity Leave	43
23.08(b)	Parental Leave	44
23.08(c)	Vacation Benefit During Maternity Leave	44
23.09	Jury/Court Duty	44
23.10	Christmas Leave	45
24	SAFETY	45
24.01	Safety Measures	45
24.01(a)	Equipment Supplied and Safety Footwear Allowance	45
24.01(b)	Enforcement	46
24.02	Injury on Duty	46
24.02(a)	Notification	46
24.02(b)	Remuneration	46
24.03	Civic Employees' Safety Committee	47
24.04	Safety	47
25	GENERAL CONDITIONS	47
25.01	Bulletin Boards	47
25.02	Instructional Courses	47
25.03	Copies of Agreement	47
25.04	Correspondence	48
25.05	Definition of Word Designate(s)	48
25.06	Benefit to Employer	48
25.07	Definition of Day(s)	48
25.08	Plural & Gender	48
25.09	Access to Personnel File	49
25.10	Sick Leave Plan Registration	49
26	TERM OF COLLECTIVE AGREEMENT	49

ST → CM

ARTICLE	TOPIC	PAGE
26.01	Notification to Bargain	49
26.02	Changes in Collective Agreement	49
27	SIGNATORIES	50
SCHEDULE "A"	POSITION CLASSIFICATIONS BY SALARY GROUP	
SCHEDULE "B"	SALARIES	
SCHEDULE "C"	ADMINISTRATIVE / SUPERVISORY / PROFESSIONAL STAFF (NON-UNION)	
ADDENDUM 1	MOBILITY OF EMPLOYEES	
MEMORANDUM OF AGREEMENT No. 1	TERMS AND CONDITIONS JOB SHARING PROGRAM	
MEMORANDUM OF AGREEMENT No. 2	OFFICIAL LANGUAGES	

B cm
ST 1-1

THIS AGREEMENT made and entered into this 15th day of March, 2016.

BY AND BETWEEN:

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

- A N D -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, SAINT JOHN CITY HALL EMPLOYEES, LOCAL 486, hereinafter referred to as the "Union", of the second part.

WHEREAS the parties hereto had entered into a 2012-2014 Working Agreement (hereinafter the "2012-2014 Working Agreement") dated the 29th day of October, 2012, which expired on the 31st day of December, 2014; and

WHEREAS further discussions have occurred between the Employer and the Union, the results of which are reflected herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, for and in consideration of these presents and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree each with the other as follows:

Handwritten initials and signature: "JR" and "B CM" with a checkmark and the number "1" below.

ARTICLE 1 INTENT AND PURPOSE OF AGREEMENT

1.01 The parties to this Collective Agreement are committed to working together to create a responsive, enthusiastic and respectful work environment - one dedicated to providing quality, cost-effective service; achieving high standards of personal and group performance; and resolving issues constructively and for the common good. To that end, the parties are committed to the principles of interest-based negotiation (IBN) as the foundation for building and maintaining effective workplace relations.

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

The Employer and Union hereby recognize and acknowledge that anticipated changes to the way in which the Employer delivers water and sewerage services is expected to result in the creation, during the extended lifespan of the Collective Agreement, of a new department of the Employer responsible for the management and operation of the Employer's water and sewerage utility. Accordingly, the Employer and Union hereby agree to negotiate explicit terms and conditions respecting the working conditions and associated matters respecting those employees who will be affected by the creation of the aforesaid department in a manner that will promote its continuous, effective and efficient operation.

1.02 Goal

The goal is to establish the City of Saint John as a service based, results-oriented and high performance public service organization.

R
JT CM
2

ARTICLE 2 RECOGNITION

2.01 Sole & Exclusive Bargaining Agent

The Employer, or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees, Local 486, as the sole bargaining agent for all employees of the employer engaged in clerical and technical work as outlined in the classification listing Schedule "A" attached hereto.

The positions listed in Schedule "C" are management positions and are excluded from the Union bargaining unit.

This Recognition article shall be subject to any certification order issued by the New Brunswick Industrial Relations Board, to C.U.P.E. Local 486 during the term of this Collective Agreement and affecting this Agreement.

The Employer hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this Collective Agreement.

2.02 Placement of New Positions

Clerical or technical positions created during the term of the Collective Agreement shall be mutually agreed between the parties as to whether the position created is within the bargaining unit or not.

Where no agreement is reached, the Employer shall confirm such in writing to the Union and the Union will have ten (10) working days to refer the matter to the Industrial Relations Board. The Employer will not staff the said position until a ruling is received from the Industrial Relations Board or the parties agree. Failure to comply with the time limit will result in the position being designated as determined by the Employer.

Where it is determined to be a bargaining unit position by the parties or by the Industrial Relations Board, the parties shall negotiate the rate of pay and grouping of such position in accordance with Article 16.

ST B am
3

2.03 Work of the Bargaining Unit

Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting or in emergencies.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 The Union recognizes and agrees it is the right of the Employer to operate and manage its business and direct its working forces in accordance with its business commitments and responsibilities, to hire, discharge, classify, transfer, promote, demote, discipline, suspend, or lay off employees, and to establish and enforce reasonable rules and regulations governing the conduct of its employees. The Employer agrees that these rights shall not be exercised in a discriminatory manner nor in a manner which is inconsistent with the expressed provisions of this Collective Agreement, nor that established by custom.

ARTICLE 4 UNION RESPONSIBILITY

4.01 No "Strikes"

The Union agrees that there shall be no strikes nor ordered stoppage of work by the Union during the term of this Collective Agreement.

4.02 Picket Lines

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

Failure to cross such a picket line by any member(s) of this Union shall not be considered a violation of this Collective Agreement, nor shall it be grounds for disciplinary action. However, this clause shall not apply in cases of fire, flood nor hazard to life or property.

R CM
JT → 4

4.03 **Union Cooperation**

The Union agrees to cooperate with the Employer in securing punctual and regular attendance at work, and to do all in its power to eliminate tardiness or absenteeism for other than necessary reasons by employees who are members of the Union.

ARTICLE 5 EMPLOYER RESPONSIBILITY

5.01 **No "Lockouts"**

The Employer agrees there shall be no "lockout" of employees during the term of this Collective Agreement.

5.02 **No Discrimination**

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

5.03 **Job Security**

5.03(a) **Contracting Out**

Permanent employees shall not be laid off nor suffer a reduction in working hours as a result of the Employer contracting out its services.

5.03(b) **Reduction of Work Force**

Permanent employees with a continuous service date prior to August 9, 1985, shall not be laid off.

5.03(c) **Layoff/Recall**

5.03(c)(i) Layoff Notice

The Employer shall give the Union a minimum of thirty (30) days' notice of the intention to layoff. If an employee is to be laid off, the Employer shall notify the Union and the employee within twenty (20) working days prior to the date of layoff. The Employer, the Union and the employee shall meet to discuss the layoff.

5.03(c)(ii) Layoff

Step 1

In the event of a layoff, employees shall be laid off in reverse order of their seniority within the same position classification and salary grouping. The Employer may have to make internal transfers once the last person is laid off.

Step 2

Employees affected in Step 1 have the choice of:

- a. severance pay;
- b. one (1) year on the recall list; or
- c. bumping the least senior employee in any of the same position classification at a lower level provided he/she is more senior and qualified.

Step 3

Continue with this process until no more bumps are possible.

* am
JT 1-5
6

5.03(c)(iii) Recall from layoff

For a period of up to one (1) year, individuals on layoff may apply for internal postings. Article 11 will still apply. If an employee is not recalled from layoff within one (1) year, they shall be entitled to severance pay.

5.03(c)(iv) Severance pay

An employee who has one (1) or more years of seniority and who is laid off under this Article may elect either to receive severance pay or to have his/her name placed on a recall list for a period of up to one (1) year. The employee may elect to receive severance pay at any time during the first year following notification of layoff.

Severance pay will be calculated based on two (2) weeks of regular pay for each completed year of continuous service prorated to a maximum of fifty-two (52) weeks. An employee who accepts severance pay under this Article shall have no further rights to recall of employment.

5.03(c)(v) Seniority while on layoff

Seniority will be maintained, but not accumulated, while on layoff. An employee who is recalled from layoff shall be considered as having been on leave without pay.

ARTICLE 6 UNION CHECK-OFF, REMITTANCES, RAND FORMULA, ETC.

6.01 Monthly Deductions & Rand Formula

The Employer shall deduct from every employee covered by this Collective Agreement who is on the active payroll, monthly dues and/or assessments determined and levied in accordance with the Union's Constitution, By-Laws and Amendments thereto, copies of which shall be supplied to the Employer. In accordance with the Rand Formula and as a condition of continued employment, the Employer shall remit to the Union Treasurer all monies deducted for each employee covered by this Collective Agreement, irrespective of whether the employee is a Union member or not. Such membership is hereby recognized as a voluntary act on the part of the individual concerned.

ST → CM
7

6.02 Insufficient Earnings

Should an employee not have sufficient earnings after mandatory deductions in respect of any month to permit such deductions, the Employer shall not be obligated to make such deductions from subsequent salary.

6.03 Acquainting New Employees

The Employer agrees to acquaint new employees with the fact a Union Collective Agreement is in effect and with the conditions of employment set out in this and other Articles.

ARTICLE 7 RESOLUTIONS AND REPORTS OF BOARDS

7.01 Employer Shall Notify Union

The Employer agrees that any reports or recommendations made to Common Council dealing with salaries and working conditions which affect employees within this bargaining unit, shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking on them when they are dealt with by the Employer.

7.02 Copies of Resolutions

Copies of resolutions and by-laws or rules and regulations adopted by Common Council which affect employees represented by this Union are to be forwarded to the Union.

ST → CM

ARTICLE 8 MUTUAL INTEREST COMMITTEE

8.01 Composition of Committee & Purpose

For the efficiency of service, it is agreed by the parties that a Mutual Interest Committee be established, consisting up to six (6) representatives each from the Union and the Employer. The Committee, a forum for consultation during the life of this Collective Agreement, shall promote on-going dialogue on matters of concern and mutual interest, and function in accordance with the terms of reference established jointly by the parties.

The Committee shall enjoy the full support of both parties in furthering the interests of improved service to the public and general welfare of the Employer and employees.

ARTICLE 9 REPRESENTATION BY UNION

9.01 Proper Authorization

With respect to matters arising out of this Collective Agreement or incidental thereto, the following shall apply:

- 9.01(a) The Employer shall not bargain with nor enter into any Agreement with an employee nor group of employees in the bargaining unit.
- 9.01(b) No employee nor group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

ST → CM
9

9.02 Negotiating Committee

The Employer shall recognize a Negotiating Committee of not more than five (5) employees selected by the Union for the purpose of negotiating with the Employer. Matters of collective bargaining shall be handled by this Committee.

9.03 Assistance of Other Representatives

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Employer.

ARTICLE 10 SENIORITY

10.01 Seniority Defined

Seniority for the purpose of this Collective Agreement shall be defined as the length of continuous service with the Employer or with the Board of Police Commissioners for the City of Saint John in accordance with Addendum 1 attached which shall form part of this Collective Agreement.

10.02 Seniority List

The Employer agrees to furnish a seniority list of all employees covered by this Collective Agreement, with their Job Classifications during the first month after signing of this Agreement. The Employer shall furnish updates to this list including additions, deletions, and changes on a timely basis as required.

ARTICLE 11 VACANCIES, NEW POSITIONS, PROMOTIONS, ACTING ASSIGNMENTS AND TEMPORARY ASSIGNMENTS

11.01 Job Postings

When a vacancy occurs, a new position is created or promotions are being considered either within the bargaining unit or outside, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards.

Such notice shall contain the following information: nature of position, required knowledge, education, ability, skills and salary group.

Time limits for job posting shall be as follows:

- 11.01(a) All vacancies shall be posted within twenty-five (25) working days following the vacancy arising.
- 11.01(b) Closing date for all job postings shall be fifteen (15) days following the date of posting.

11.02 Method of Making Appointments to a Permanent Position

- 11.02(a) Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in filling vacant and new positions, appointment shall be made of the applicant having the required ability and qualifications who is senior in service. Applications will be accepted from employees within the same position classification as detailed in Schedule "A". Appointments from within the bargaining unit shall be made within thirty (30) calendar days from the closing date of job postings and salary increases shall be effective as of date of appointment. Notification of appointment is to be made in writing to the successful applicant.

The successful applicant shall be placed on a trial period for a period up to six (6) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, they shall be so informed in writing of the reasons by their Department Head and be returned to their former position and rate of salary for that position. Any

other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and rate of salary. When Department Heads are considering promotions, a Union representative, selected by the Union, shall be notified to attend.

11.02(b) Where there are no internal qualified applicants, a senior applicant who is actively obtaining the minimum education requirements shall be considered before any external applicants.

The senior applicant must provide at the time of application:

- (i) Confirmation of the program enrollment from the Registrar;
- (ii) Copy of transcript; and
- (iii) Confirmation from the issuing institution that required degree or certification has been at least ninety percent (90%) completed.

It is the expectation that the required degree or certification will be completed within one (1) year, which may be extended by mutual agreement.

11.02(c) An employee appointed to a permanent position shall have up to fifteen (15) working days to revert to their former position. A written notification of the employee's intention to revert to their former position must be received by the Director of Human Resources or designate within the above fifteen (15) day time limit. No consideration will be given to such a request after this specified period. The fifteen (15) days will begin from the time the employee actually is placed in the position.

11.03 Probation Period – New Employees

Newly hired employees for a permanent appointment to an established position shall be considered on a probationary basis for a period of up to six (6) months from the date of hiring. Upon mutual agreement between parties, probationary period may be extended for a period up to an additional six (6) months. During the probation period, employees shall be entitled to all rights and privileges of this Collective Agreement.

ST R cm
12

Method of Making Appointments to Temporary Assignments

- a. Applications for temporary assignments will be accepted from employees including those in the same position classification. The term of these assignments will be included in the posting and extensions of terms must be mutually agreed by the Union and the Employer.
- b. Assignments of four (4) months or less shall be filled by the senior qualified employee within the immediate working group or by a casual employee should no senior qualified applicant exist. With respect to this term only, the required education as defined in the job description shall be waived; however, all other requirements such as training or experience shall be factors.
- c. Assignments of four (4) to eight (8) months shall be posted as a two-day expression of interest and awarded to the senior qualified applicant or to a casual employee should no senior qualified applicant exist. The resulting vacancy will be awarded to the senior qualified applicant within the immediate working group or to a casual employee should no senior qualified applicant exist. Any additional vacancies shall be filled by a casual employee.
- d. Assignments of eight (8) months or greater shall be posted for seven (7) days and awarded to the senior qualified applicant or to a casual employee should no senior qualified applicant exist. The first resulting vacancy shall be posted as a two-day expression of interest and awarded to the senior qualified applicant or to a casual employee should no senior qualified applicant exist. The next resulting vacancy shall be awarded to the senior qualified applicant within the immediate working group or by a casual employee should no senior qualified applicant exist. Any additional vacancies shall be filled by a casual employee.
- e. If during an assignment, an employee's performance is deemed unsatisfactory, he/she will be returned to their former position. If such action is taken in the first six (6) months of the assignment, the next senior qualified applicant may be assigned. In all other cases, the assignment shall be re-posted.

- f. "Immediate working groups" shall be defined by the Mutual Interest Committee. Should no agreement be reached, Article 12 shall apply.

11.05 **Casual Employees**

11.05(a) Casual employees shall not be subject to the terms of this Collective Agreement except for Article 6 - Union Dues, Article 21.16 Sick Leave Plan Accumulation - Casual Employees and Schedule "B" - Salary Table.

11.05(b)

1. Casual employees may be employed in any temporary assignment for which a permanent employee was not appointed as a result of the selection procedures outlined in Article 11.04.
2. Should the term of a temporary assignment be extended by mutual agreement of the Union and the Employer as per 11.04(a), the casual employee's assignment will be automatically extended for the same period.
3. Casual employees hired in a Group 3 position shall be paid at a Group 1 level.

11.06 **Students**

Students must be enrolled in a full-time program and returning to school the following school year. They shall only be employed between May 1st and Labour Day.

Administrative Jobs shall be paid at eighty percent (80%) of a Group 1 rate.

Technical Jobs shall be paid at a Group 4 rate.

11.07 **Performance Appraisals**

1. On January 1, 2009, the Employer, in consultation with the Union, implemented a performance appraisal system that provides a framework for positive and constructive communications between an employee and their supervisor regarding the employee's job performance.

ST B 14 cm

2. The performance appraisal system will recognize the following essential elements:

- Communication between employee and supervisor should be two-way and ongoing;
- Employees need to know what is expected of them in their jobs;
- Employees should receive positive feedback for their contributions and work;
- Support should be available to employees in their efforts to develop and improve.

3. The content and the purpose of the performance appraisal shall not affect the employee's promotional opportunities or salary.

ARTICLE 12 GRIEVANCE PROCEDURE

12.01 Grievance Committee

In order to provide an orderly procedure for the settlement of grievances, the Employer acknowledges the right of the Union to appoint or otherwise select, a Grievance Committee whose duties shall be to assist any employee in preparing and presenting a grievance in accordance with the grievance procedure.

12.02 Notification to Employer

The Union shall notify the Employer in writing of the names of each member of the Grievance Committee.

12.03 Grievance Procedure Steps

Where a difference arises between the Employer and an employee or the Union concerning the meaning or violation of this Collective Agreement, an effort shall be made to settle the dispute in the following manner:

ST B 15 cm

STEP 1:

The aggrieved employee(s) shall submit the grievance to the Grievance Committee.

STEP 2:

If the Grievance Committee considers the grievance to be justified, the employee(s) concerned, together with a Union Representative, shall first seek to settle the dispute with the Manager concerned within twenty-one (21) days after the employee becomes or should have become aware of the matter which is the cause of the grievance.

STEP 3:

Failing satisfactory settlement within seven (7) days after the dispute was submitted under Step 2, the Chief Steward, along with the employee's Union Representative, may meet and discuss the grievance with the City Manager or designate.

12.04 Grievance Initiated at City Manager's Level


Where a dispute involving a question of general application, administration or interpretation occurs, or where the Union has a grievance, steps 1 and 2 of this Article may be bypassed. This type of grievance is to be processed by the Executive of the Union.

12.05 Replies to Grievances

Replies to grievances shall be in writing at all stages.

12.06 Effective Date of Award

Any award made as a result of the settlement of a grievance or any arbitration shall be made effective as of the date the inequity or the facts of the grievance first arose.

ST  16

12.07 **Grievance Resolution Process – Mediation**

- 12.07(a) Where a grievance has not been resolved to the satisfaction of either party to the grievance through the internal grievance resolution process, they will notify the other party of their desire to proceed to interest-based grievance mediation. Grievance mediation is a voluntary process which can be an effective alternative to grievance arbitration for management and labour to solve problems. The parties, through the assistance of a mediator, shall attempt to resolve the grievance through negotiation, therefore, allowing the parties to control and shape the settlement. Grievance mediation does not interfere with the rights of the parties to the arbitration process.
- 12.07(b) The grievance mediation process shall be confidential, voluntary, informal and conducted by mediators trained in the principles of interest-based negotiation/problem-solving. The appointment of the mediator shall be made by the designated representatives of the parties, except when requesting the services of a mediator from the Department of Post-Secondary Education, Training and Labour.
- 12.07(c) Where the parties are interested in using the mediation process, the parties agree to the following:
- 12.07(c) (i) Either party may suggest to the other that a grievance filed under the Collective Agreement be referred to mediation. The party to whom the suggestion is made is free to accept or reject the suggestion. The parties will use an Agreement to Mediate, to suggest grievance mediation.
- 12.07(c) (ii) Grievances will only be referred to mediation if both parties agree.
- 12.07(c) (iii) The person or persons (office or offices) with authority to refer a grievance to mediation will be designated by the parties.
- 12.07(c)(iv)(a) The representatives attending mediation sessions will have the authority to settle the grievance provided the settlement does not operate as an amendment to the Collective Agreement.
- 12.07(c)(iv)(b) Representative from each party will take training in the process and procedure of grievance mediation before they participate in the grievance mediation process.

- 12.07(c)(v)(a) When both parties agree to mediate a grievance, the Agreement to Mediate will be completed.
- 12.07(c)(v)(b) The mediator will be chosen from a list of suitable individuals agreed to by the parties on a rotating basis or will be appointed by the Department of Post-Secondary Education, Training and Labour. A Mediator Appointment Agreement, which outlines certain stipulations about which the mediator and the parties need to be aware, will be entered into.
- 12.07(c)(vi) There shall be no loss of wages and benefits for participation in the grievance mediation process.
- 12.07(c)(vii)(a) If an Agreement to Mediate is signed by both parties, the period of time from the date it is completed by the parties until (1) one party revokes, in writing, the reference to mediate, or (2) the mediation ends (whether successfully or not), is to be excluded from the computation time under the steps of the grievance mediation process.
- 12.07(c)(vii)(b) A mediation ends in accordance with the provisions specified in the Mediator Appointment Agreement.
- 12.07(c)(viii)(a) If the mediation resolves the grievance, the Mediator will provide the parties with a report outlining the settlement.
- 12.07(c)(viii)(b) If the mediation does not resolve a grievance, either party is free to start proceedings or to continue proceedings to resolve the grievance.
- 12.07(c)(ix) The time limits set forth may be extended by mutual consent of the parties.

ARTICLE 13 ARBITRATION

13.01 Time Limits of Arbitrator

If a satisfactory solution is not found by the parties concerned within a period of seventeen (17) days from the date of the hearing with the City Manager, either party may, by written request to the other party, require the matter to be referred to an Arbitrator. A sole arbitrator shall be selected by the parties from the Municipal Sector Register of Arbitrators or otherwise mutually agreed upon. If the parties cannot mutually agree on an arbitrator within ten

(10) days, then an arbitrator will be appointed for them by the Minister of Post-Secondary Education, Training and Labour using the arbitrators included on the Register.

13.02 Arbitration Hearing

A hearing shall commence within fifteen (15) days of the Arbitrator being appointed, and shall continue in such manner that the arbitrator shall make an award in writing not later than one (1) month after the entering upon the reference. The decision of the Arbitrator shall be final and binding upon the parties to this Collective Agreement. However, the Arbitrator shall not have the power to alter, modify nor amend this Collective Agreement in any respect.

13.03 Expense and Remuneration


The expenses and remuneration of the Arbitrator and secretarial services shall be borne in equal shares by the Employer and the Union.

13.04 Duty of the Board of Arbitration

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

13.05 Decision Binding on Parties

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

51  19

13.06 No Grievance Shall be Deemed Invalid

No grievance under this Collective Agreement shall be deemed invalid by reason of any defect in form or any technical irregularity.

ARTICLE 14 SUSPENSION OR DISCHARGE

14.01 Disciplinary Procedure

Should the Employer become aware of employee conduct that would require an investigation, the Employer will conclude that investigation within thirty (30) working days of the date the Employer became aware of the conduct.

The employee must attend the investigation meeting in order to respond to the allegations of the Employer. However, if the employee is not able to attend the investigation, the above time limit will be extended until the employee is able to attend.

14.02 Procedure & Notification to Parties

A permanent employee may be dismissed only for just cause and only upon the authority of the City Manager. A Department Head may suspend an employee, but shall immediately report such action to the City Manager. When an employee is suspended or dismissed, they shall be given the reason(s) in the presence of their Union Representative. The employee and the Union, through its Chief Steward, shall be advised promptly by the Department Head, in writing, of the reason(s) for the suspension or dismissal.

14.03 Unjust Treatment & Reinstatement

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated to their former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such suspension or discharge, or by other arrangement as to compensation which is just and equitable.

cm
JT B 20

ARTICLE 15 HOURS OF WORK AND OVERTIME

15.01 Hours of Work

15.01(a) Employees covered by this Collective Agreement will work a maximum of one thousand eight hundred and twenty (1820) regular hours in a calendar year. Employees will receive payment for regular hours on the basis of thirty-five (35) hours per week, fifty-two (52) weeks per year.

15.01(b) The workweek will be Monday to Friday with hours of work being scheduled between 7:00 am and 7:00 pm.

For all employees, the maximum hours worked on a scheduled shift is ten and one half (10.5). Schedules will be provided and a minimum of two (2) weeks' notice shall be given for a change in the schedule. The minimum notice may be less than two (2) weeks if mutually agreed between the Manager and the employee(s) affected by the change.

15.01(c) The parties recognize the need to provide quality and timely service. An integral part of this is the flexibility to have employees at work when they are needed most. The workweek should allow for adaptation to address peak work periods.

Where the efficient and effective delivery of service requires a workweek beyond the timeframes noted in Article 15.01(b), schedules can be modified with mutual agreement between the Union and the Employer.

In revising schedules the following conditions shall apply:

1. Employees will be eligible for two (2) consecutive days off over a consecutive seven-day period, unless mutually agreed between the employee and Manager.
2. Employees may be scheduled to work on Saturday or Sunday but not both.
3. Notice of change in schedules will be provided in accordance with the provisions of Article 15.01(b).

ST B 21 cm

15.01(d) A lunch break of a minimum of thirty (30) minutes to a maximum of sixty (60) minutes shall be scheduled at approximately mid-shift. If an employee is required to work through the lunch break, they shall be entitled to compensation at the applicable overtime rate.

15.01(e) Permanent Part-Time Positions

The Employer and the Union may mutually agree to create Alternate Hours of Work for permanent employees occupying a full-time position and newly created permanent positions, subject to the following conditions:

1. Newly created permanent part-time positions will be posted and included in that posting will be the annual number of hours worked;
2. The Employer and the employee are bound to the hours established and cannot make changes unless mutually agreed;
3. A permanent full-time employee and the Manager may agree to reduce the number of hours worked in the calendar year (i.e., less than 1820) for a defined period of time;
4. Scheduled hours of work may be adjusted in accordance with Article 15;
5. If mutual agreement is not obtained and the efficient and effective delivery of service requires hours of work beyond the timeframes noted above, then the hours of work can be modified with mutual agreement between the Union and the Employer;
6. Employees pay will be calculated for regular hours on the basis of their annual number of regular hours averaged over fifty-two (52) weeks per year;
7. Overtime will be paid for all hours worked in addition to the regular scheduled hours in accordance with Article 15;
8. Permanent part-time positions will be evaluated as full-time positions in the job evaluation structure;
9. Incremental increases will be applied as outlined in the Collective Agreement;

10. Leave entitlements are as per the Collective Agreement and will be prorated, based on regular annual hours; and,

11. Employees are entitled to Group Life Insurance and Medical, Health and Dental benefits as per Collective Agreement and Pension Benefits as defined in the Saint John pension plan.

15.02 Overtime

15.02(a) Overtime shall be paid at one and one half ($1\frac{1}{2}$) times the regular rate on the first and fourth regular day off and two (2) times the regular rate on the second and third regular day off.

15.02(b) If detained more than thirty (30) minutes at the end of a working day, overtime worked shall be calculated from the end of the regular work day and shall be paid for at the rate of one and one half ($1\frac{1}{2}$) times the regular rate of pay.

15.02(c) If called back to work after proceeding home, time worked shall be calculated from the time of reporting to work to the termination of work, with a minimum of three (3) hours. Overtime shall be paid at the prevailing rate of pay.

15.02(d) Overtime shall be authorized by the appropriate Manager prior to commencement, if possible.

15.02(e) Compensatory Time

Subject to mutual agreement, overtime may be compensated as time off at the equivalent overtime rate.

At no time shall an employee accrue more than seventy (70) hours of compensatory time. Once the maximum accrual has been reached, any further overtime shall be paid out automatically.

Accrued compensatory time may be paid out by mutual agreement and at the salary it was earned.

The Employer may require, by written notice, that all compensatory time be taken within one (1) year of it being earned.

JT R 23 CM

15.02(f) Should an employee work the required one thousand eight hundred and twenty (1820) regular hours and agrees to be scheduled to work additional hours they shall be paid at time and one half (1½) for these hours and the provisions of Article 15.02(a) shall apply.

15.02(g) Overtime Meal Allowance

1. An employee required to work overtime immediately following their regular shift for a minimum of one (1) hour or more shall be supplied with a meal or a meal allowance of a value established annually by the Mutual Interest Committee. An additional meal or meal allowance shall be provided every five (5) hours thereafter.
2. Any employee required to work overtime before their regular shift shall be provided with a meal or meal allowance upon completion of every five (5) hours overtime worked.
3. Any employee required to work overtime immediately prior to their regular shift for a minimum of one (1) hour shall be supplied with a meal or meal allowance where possible within one (1) hour of the commencement of their regular shift.
4. An employee called in on a non-regular working day shall receive a meal or meal allowance as above; however, this article does not apply to an employee scheduled to work overtime on a non-regular working day, unless they work more than seven (7) hours. Where the overtime is scheduled on a non-regular working day, a regular unpaid meal break of thirty (30) minutes or one (1) hour will be provided within one (1) hour of mid-shift.

It is understood that in emergency situations that cause a direct hazard to life or property, the meal or meal allowance will be supplied at the earliest opportunity possible.

15.03 On-call Pay

When an employee is required to be on-call, that is, immediately available by direct telephone/pager contact, he/she shall be paid seven (7) hours pay at the regular rate or receive seven (7) hours compensatory time off for each week on-call. The appropriate Manager will determine whether the employee will receive pay or time off.

57 *cm*
24

In the event the employee is required to report to work the call in provisions detailed in Article 15.02(c) shall apply.

In cases where the employee can resolve the matter without reporting to work, the employee will be compensated on an hourly basis at the prevailing rate of pay. The minimum pay shall be one (1) hour for up to two (2) calls on unrelated incidents within any sixty (60) minute period.

15.04 Call-in Lists for Overtime

Each department, division, or section, where applicable, shall create a call-in list for overtime based on seniority and classification. The Employer shall call employees in order of the established list, noting where they stopped on the list for that particular overtime call. On the next overtime occasion, the Employer shall commence with the name below the last name called on the previous overtime call. This procedure shall be followed on each overtime call thereafter.

ARTICLE 16 JOB CLASSIFICATION AND TRANSFERS

16.01 Classification Schedule

For purposes of salary administration, the positions covered by this Collective Agreement shall be assigned to one (1) of nine (9) salary groups as detailed in Schedule "A".

16.02 Classification of New and Existing Positions

a) New Positions

The Employer agrees to meet with the Union for the purpose of discussing the classification of any bargaining unit position that is not included in Schedule "A" of the Collective Agreement. The Employer shall provide a job description for the position and it shall be administered as per the Job Evaluation Maintenance Practice.

ST ^{cm}
B 25

If the parties are unable to agree on the grouping for the position in question, such dispute shall be submitted to grievance and arbitration. The applicable salary once determined shall become retroactive to the time the new position was first filled by an employee.

b) Existing Positions

Any reclassification of existing positions shall be administered as per the Job Evaluation Maintenance Practice.

16.03 Job Transfers

The Employer shall have the right to transfer employees within the same position classification as detailed in Schedule "A".

Employees must occupy their current position for a period of twelve (12) months prior to being transferred to or applying for the same position classification as detailed in Schedule "A".

16.04 Displaced Employees

Should an employee be displaced for any reason, the employee will be transferred to the first available position of equivalent or lower grouping, provided the employee is qualified for the position. The employee will not suffer a reduction in pay. If a position is not available, the Employer will assign duties which provide the City value and respects the integrity of the employee.

ARTICLE 17 SALARIES, INCREMENTS AND PREMIUMS

17.01 Salaries

See attached Schedule "B" which shall form part of this Collective Agreement.

cm
JT 8²⁶

17.02 Incremental Increases

An employee shall be entitled to increments as follows:

- (a) $\frac{1}{2}$ after six (6) months of appointment.
- (b) an additional $\frac{1}{2}$ on the first anniversary of appointment.
- (c) on the second anniversary, the maximum for the position.

17.03 Promotional and Acting Pay

If a permanent employee substitutes in or is promoted to a position of higher classification and performs the duties of a higher classification as determined by the Department Head, they shall receive either the minimum rate of the higher group or the rate of a one (1) year increment in their own group added to their normal rate of pay, whichever is greater.

Acting Pay shall only be applicable when duties of the higher classification are performed for a minimum of two (2) consecutive hours.

Should an employee perform the duties of that higher classification for a period of six (6) months they shall be entitled to an increment at the applicable rate.

Once an employee has been in an acting role for more than six (6) months, all paid leaves shall be paid at the applicable acting rate.

17.04 Shift Differential

An employee shall receive a shift differential premium of one dollar (\$1.00) for each hour on the scheduled shift if any of the regular scheduled hours fall between 8:00 p.m. and 6:00 a.m.

CM
JT 27

ARTICLE 18 STATUTORY, DESIGNATED AND PROCLAIMED HOLIDAYS

18.01 Paid Holidays

The Employer recognizes the following as paid Holidays:

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

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

18.02 Rates of Pay for Above Holidays

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

18.03 Holidays for Shift Employees

For shift work employees, holidays will be deemed to commence at the start of the night shift on the day preceding the holiday and end at the end of the day shift on the holiday. Where applicable due to shift schedules, Easter Sunday will be recognized as the holiday in place of Easter Monday. Easter Monday will be considered a regular workday.

18.04 Holiday on a Scheduled Day Off

When any of the above-noted holidays falls on an employee's scheduled day off, an employee shall, at the discretion of the appropriate Manager, receive seven (7) hours' pay or an equivalent amount of time off in lieu.

cm
JTR 28

18.05 Employees Required to Work on a Statutory Proclaimed or Designated Holiday

When employees are required to work on a statutory, designated or proclaimed holiday, they shall be paid for the holiday as per Article 18.02 as well as double time for all hours worked with a minimum of four (4) hours as "call back" or at the discretion of the appropriate Manager be given compensatory time off on the same hourly basis.

ARTICLE 19 VACATIONS

19.01 Vacation Entitlement

An employee who has completed one (1) year of continuous service shall be granted seventy (70) hours vacation with pay. An employee who has completed one (1) year of continuous service who has been paid vacation under the *Employment Standards Act* shall have the seventy (70) hours of vacation prorated.

Other vacation entitlements shall be as follows:

Upon completion of:

- a) 2 years' continuous service – 105 hours
- b) 7 years' continuous service – 140 hours
- c) 12 years' continuous service – 175 hours
- d) 20 years' continuous service – 210 hours
- e) 25 years' continuous service – 245 hours

A shift shall equal seven (7) hours for purposes of vacation selection.

The number of employees on vacation at any one time shall be limited to a reasonable number at the discretion of the Manager concerned so as not to curtail or interfere with the operating efficiency of the Department.

Each employee who has completed one (1) year of continuous service shall be entitled to fourteen (14) hours as a floating holiday each calendar year. All floating holidays shall be taken at a mutually agreed time, each calendar year.

ST 3²⁹ 7

An employee may carry over into the following vacation year up to a maximum of two (2) weeks of vacation leave. The vacation days that are carried over must be used that same year on mutually agreed upon dates. Requests to carry over vacation entitlement shall be made in writing to the employee's manager by December 1st and shall not be unreasonably requested or denied. All employees are encouraged to schedule and take their vacation.

Appropriate arrangements shall be agreed upon between the employees and the Employer for carry over in excess of two (2) weeks' vacation for employees who have been on extended leave who were unable to use their vacation entitlement for bona fide reasons.

19.02 **Holidays During Vacations**

If a statutory, designated or proclaimed holiday falls or is observed during an employee's vacation period, they shall be granted an additional day of vacation for each such holiday in addition to their regular vacation time.

ARTICLE 20 LONG SERVICE PAY AND RETIREMENT PAY

20.01 **Long Service Pay**

In recognition of the principle that an employee's knowledge and experience increase with length of continuous service, the Employer agrees to pay service pay to permanent employees employed on or before July 7, 1992, once a year by the following formula:

Commencement of 4th year & including 7th year =
1% of gross annual earnings

Commencement of 8th year & including 11th year =
1.5% of gross annual earnings

Commencement of 12th year & including 15th year =
2% of gross annual earnings

Commencement of 16th year & including 19th year =
2.5% of gross annual earnings

cm
JT 30

Commencement of 20th year & beyond =
3% of gross annual earnings

Long Service Pay shall be paid in December of each year to employees who qualify and are on strength on November 1st and shall not be related to the number of days worked since the qualifying date.

On retirement or severance, an employee shall be entitled to Long Service Pay calculated from January 1st to the date of departure. In case of death the service pay shall be paid to the employee's dependants or beneficiary.

Employees covered by this Collective Agreement, hired after July 7, 1992, will not be eligible for Long Service Pay, now or in the future.

20.02


Retirement Pay

The Employer agrees to pay each permanent and established employee upon retirement, one (1) month's pay for every five (5) years' service or fraction thereof to a maximum of six (6) months' pay. Retirement pay shall be paid at the same rate as paid for regular time in the employee's permanent classification for the employee's last working period. Such payment shall be made in lump sum upon retirement and shall not be subject to deductions for Group Life Insurance nor City Pension. This benefit shall not apply when an employee resigns from the service nor is dismissed for cause.

To qualify, the employee must have a minimum of five (5) years' continuous service with the Employer as of the date of retirement. In case of death of an employee on the active payroll, with five (5) or more years' continuous service, payment shall be made to the employee's dependents or beneficiary.

An employee may, after July 1, 1995, opt out of future eligibility for retirement pay. The employee may request in writing a one-time-only payment in lieu of retirement pay. Such payment shall be in an amount as defined above, based on the date the request is made. To qualify, the employee must have a minimum of five (5) years' continuous service. Upon such payment, the employee would waive all entitlement to further retirement pay.

Employees covered by this Collective Agreement, newly hired after March 15th, 2016, will not be eligible for retirement pay, now or in the future.

ST 31 

ARTICLE 21 EMPLOYEE BENEFITS

21.01 Group Life Insurance

The Employer agrees to pay seventy-five percent (75%) of the premium for a Group Life Insurance and Accidental Death and Dismemberment Plan for permanent employees with the employee paying the remaining twenty-five percent (25%).


21.02 Medical, Health and Dental Plans

The Employer agrees to contribute seventy-five percent (75%) and the employee agrees to contribute twenty-five percent (25%) of the cost of monthly premiums for single coverage and for family coverage, as applicable, for the present employees' health coverage. It is understood and agreed that such benefit shall extend to permanent employees only. Any employee who is not a participant shall not be entitled to a cash payment in lieu of the Employer's contribution to the premium.

The Employer agrees to contribute seventy-five percent (75%) and the employee agrees to contribute twenty-five percent (25%) of the cost of monthly premiums for the present dental plan coverage for all permanent employees. Any employee who is not a participant shall not be entitled to a cash payment in lieu of the Employer's contribution to the premium.

The parties recognize the need to continue to work together to control the cost of medical, health and dental plans by overseeing the plans and making mutually agreed changes that, from time to time, are deemed appropriate.

The Employer shall provide ninety (90) days' notice in writing to the Union of any proposed increase in employee contributions for the recovery associated with these plans. Prior to the expiry of the notice period, the parties agree to identify medical, health and dental plan options and to make changes to the plans and/or carrier(s). In the event that appropriate changes cannot be agreed upon, the Union agrees to implement necessary changes to limit total costs to available premium revenue within sixty (60) days of any notice of premium increase by the carrier(s), including benefit levels, or any other agreed changes as required to limit the total cost impact on current members of the plans. The Employer agrees to assist the Union by implementing the administrative and/or design changes necessary to ensure the employee and Employer contributions meet the full cost of the program.

ST 32 

In the event that appropriate changes cannot be agreed upon or are not of sufficient nature to reduce costs to within current contribution levels, then the Employer shall increase employee contributions as detailed in the written notice, adjusted where applicable by the projected cost reductions associated with any agreed upon plan changes.

For clarification and continuity, it is understood that the plan design and benefits that exist under the terms of the Collective Agreement expiring on December 31, 1998, shall continue subject to the above.

All employee benefit plans outlined herein shall be fully negotiable and not changed without mutual consent.

The Union is liable for one hundred percent (100%) of the accumulated plan deficit up to January 1, 2008, the cost of which will be added to the employee premium contributions.

Participation in the plan is mandatory and is a condition of employment for all employees hired after December 31, 2007.

Effective January 1, 2009, current employees not participating in the full or a portion of the plan will no longer be eligible to participate in the plan now or in the future, except in the case of the death of the employee's spouse.

Annually, the Employer shall provide each permanent employee with a detailed employee benefit statement outlining all benefits and plans in the Collective Agreement.

In the case of absence for illness or disability, the Employer's contribution will be paid to the Group Life Insurance Plan, Pension Plan and the Health and Dental Plan where applicable. This Article shall only apply to those employees who qualify under this Article.

The health and dental benefits shall continue to all retirees at the group rates. Premiums for these benefits are to be paid fully by all retirees and will be deducted from their pension cheque.

cm
JT B³³

21.03 **Long Term Disability (LTD)**

The Employer agrees to pay seventy-five percent (75%) and the employee agrees to pay twenty-five percent (25%) of the insured LTD plan premiums. If rates increase, the increase will be the responsibility of the Employer.

Once an employee has reached ninety (90) days sick leave, they must apply for LTD benefits. If employee is eligible and approved for LTD benefits, they must receive such benefit. Personal sick leave accruals do not have to be exhausted first.

For more information on the LTD process, contact the Human Resources Department.

21.04 **Sick Leave Defined**

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

21.04(a) Every employee shall be entitled up to 10.5 hours per year, not to be deducted from sick leave, for routine examinations by physicians, chiropractors, dentists, or routine visits.

21.04(b) Appointments as a result of a previous catastrophic illness, as determined by the Return to Work Committee, shall not be deducted from sick leave, nor from the entitlement in Article 21.04(a).

21.05 **Sick Leave Plan Accumulation**

Every employee shall accumulate sick leave at the rate of 10.5 hours per month worked up to an accumulated total of one thousand four hundred (1400) hours.

am
STB³⁴

21.06(a) Deduction from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working hours exclusive of holidays absent for sick leave. Sick leave shall be paid at the employee's rate of pay in effect on the first day of sickness.

21.06(b) Family Care Leave

An employee may utilize up to thirty five (35) hours of accumulated sick leave per year for family care leave. Such time can be taken without loss of pay, to provide care during a family illness or to attend medical appointments with the following family member: parent, spouse, child, mother-in-law, father-in-law and grandparent. Employees may be required to certify the absence.

At the discretion of the Manager, family care leave may be granted for other family members.

21.07 Proof of Illness

An employee may be required to certify an illness or may be required to produce a certificate from a medical practitioner for any illness in excess of two (2) working shifts, certifying that they are unable to carry out their duties due to illness or due to exposure to a contagious disease.

Employees with more than four (4) one or two shifts uncertified sick leaves in any calendar year may be required to produce a medical certificate from a doctor for all future absences on sick leave which occur within a calendar year. Any costs incurred in providing the medical certificate will be paid by the Employer.

21.08 Sick Leave During Leave of Absence and Layoff

When an employee is laid off on account of lack of work or is granted an approved leave of absence, the employee shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such layoff or leave of absence. These credits, if any, may only be used by the employee after they return to active duty. In the event the layoff period is longer than six (6) months, the credits do not apply.

cm
JT 35

21.09 **Sick Leave and Vacation Leave**

If an employee is on sick leave, he/she shall not be entitled to any vacation benefits in the second or succeeding year of illness. If such employee returns to active service, vacation benefits in that year shall be prorated from the date of return to active service.

21.10 **Sick Leave Bank**

Sick Leave credits shall be accumulated in a Sick Leave Bank for the benefit of employees covered by this Collective Agreement. The sick leave credits will be replenished by members of Local 486 as determined by the Union.

A four (4) member Sick Leave Bank Committee shall be established to administer the allotment of sick leave credits from the Sick Leave Bank.

The Committee of Local 486 and the City shall consist of two (2) representatives from the Union and two (2) from the City.

Any disputes in regard to the administration of the sick leave plan as defined herein shall be submitted to arbitration as per Article 13.

21.11 **Return to Work Committee**

A Return to Work Committee shall be established to ensure that every effort is made to encourage and support the return to work of those employees on sick leave. The Committee shall be comprised of members of Management, the Union and Human Resources.

The parties agree to follow the Return to Work Administrative Procedure agreed to by the Union and the Employer. The Return to Work Administrative Procedure shall not be amended without mutual agreement between the parties.

cm
JT B³⁶

21.12 Sick Leave Bank Allotments

Applications for an allotment from the Sick Leave Bank may be made by an employee who has exhausted their own sick leave credits and is not eligible for LTD. See Article 21.03 for LTD timelines.

Only employees with more than one (1) year of continuous service shall be eligible for an allotment from the Sick Leave Bank.

Such employees may be granted sick leave from the Bank upon the approval of the Union Sick Leave Bank Committee and the Employer upon production of the appropriate medical certification. Employees shall not accumulate vacation credits while being granted sick leave credits from the Bank. The accumulated total maximum allotment granted to an employee from the bank during their tenure of employment with the Employer will not exceed three thousand six hundred and forty (3640) hours.

Allotment of Sick Leave from the Bank shall be at a daily rate equal to the employee's daily rate while on their own accumulated sick leave. Under no circumstances shall there be any pyramiding of benefits.

21.13 Sick Leave Records

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

21.14 Military Leave

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

21.14(b) Wages received for such approved Reserved Training shall be reported to the Employer and the employee shall have the option to choose the higher wage between the Employer and the Department of National Defense.

cm
JT 37

21.15 Sick Leave and Military Leave Schedule

The Sick Leave Plan and Military Leave shall apply to all employees within the bargaining unit.

21.16 Sick Leave Plan Accumulation - Casual Employees

Once employed for ninety (90) calendar days, every casual employee shall accumulate sick leave at the rate of 10.5 hours per month worked. However those employees working less than regular full-time hours will have their sick leave accumulation prorated based on the hours worked. In the event of a twelve (12) month break in service, accumulated sick leave will be eliminated.

ARTICLE 22 TECHNOLOGICAL CHANGE

22.01 Improved Skills

In the event that the Employer should introduce methods or machines which require new or greater skills than are possessed by employees under the present methods of operation, such employees shall at the expense of the Employer, be given a period not exceeding one (1) year during which to perfect or acquire the skills necessitated by the new methods of operation or be transferred to another position. There shall be no change in the salary of any such employee during the training period other than their normal increment and no reduction in pay upon being reclassified in the new position or transferred to a position of less pay.

22.02 Extensive Training Needed

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be the subject of discussion between the Employer and the Union.

CM
JT 38

22.03(a) Technological Change Defined

Technological change means:

- 22.03(a)(i) The introduction of equipment or material of a different nature and kind from that previously utilized by the Employer; and
- 22.03(a)(ii) A change in the Employer's method of operation that is directly related to the introduction of said equipment or material.

22.03(b) Advance Notice

Prior to introducing technological change, the Employer agrees to notify the Union of its intentions at least ninety (90) calendar days in advance of implementation.

22.03(c) Contents of Notice

The notice shall be conveyed in writing and shall contain appropriate information including:

- (i) the nature of the change;
- (ii) the date on which the Employer proposes to effect the change;
- (iii) the approximate number, type and location of employees likely to be affected by the change; and
- (iv) the effects the change may be expected to have on employees' working conditions and terms of employment.

22.03(d) Consultation

During the ninety (90) day notification period contained in Article 22.03(b), the Employer and the Union shall meet in an attempt to minimize any adverse effects the technological change may be expected to have on employees working conditions and/or terms of employment.

cm
JT B³⁹

ARTICLE 23 LEAVES OF ABSENCE

23.01 Bereavement Leave

23.01(a) For purposes of clarification, bereavement leave shall be defined as an approved leave of absence from work for a specified period without loss of pay, seniority or other benefits for the purpose of making funeral arrangements and/or attending the funeral of a deceased member of the employee's immediate family. Additional time may be provided in each of circumstances noted below, at the discretion of the Department Head.

23.01(b) In the event of the death of an employee's parent, spouse, child, or legal guardian, up to a maximum of five (5) consecutive shifts shall be granted, one of which shifts shall be on the day of the funeral and to the extent that any or all of these are scheduled shifts.

In the event of the death of an employee's brother, sister, father-in-law, or mother-in-law, up to a maximum of three (3) consecutive shifts shall be granted, one of which shall be on the day of the funeral and to the extent that any or all these are scheduled shifts.

In the event of the death of an employee's grandparents, sister-in-law, brother-in-law, or child of a brother or sister, up to a maximum of two (2) consecutive shifts shall be granted, one of which shall be on the day of the funeral and to the extent that any or all these are scheduled shifts.

23.01(c) In the event of death of any member of the bargaining unit, the President or an appointee and one (1) other member of the Union shall be granted paid leave of one (1) shift for the purpose of attending the funeral and to pay last respects to the deceased.

23.01(d) One (1) full shift of leave shall be granted without loss of salary or wages to attend a funeral as an active pallbearer.

CM 7
JT B⁴⁰

23.02 **Emergency Leave**

An employee may be granted up to five (5) shifts off without loss of pay, in the event they are left homeless due to fire, flood, or any act of God, subject to the approval of the Manager concerned.

23.03 **General Leave**

Once, every five (5) years, the Employer shall grant leave of absence without pay and without loss of seniority to a maximum of twelve (12) months to any employee requesting such leave for good and sufficient cause. The Employer may grant additional absences. Such requests shall be made in writing by the employee and submitted to the appropriate Manager. If the Manager refuses to grant such leave of absence, the employee may appeal such decision to the City Manager. Upon approval by the City Manager, such leave of absence shall be granted.

23.04 **Special Leave**

23.04(a) Up to five (5) weeks unpaid leave of absence shall be granted at the employee's request once every four (4) years, providing the employee has completed at least four (4) years' continuous service to earn entitlement. Such special leave shall be taken at a mutually agreed upon time. Such request shall be made in writing by the employee to the Department Head not later than two (2) months prior to commencement of the leave.

23.04(b) Time off with pay shall be granted for the following:

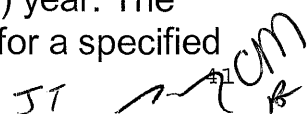
Employee's Marriage - one (1) shift

Birth of Child - one (1) shift

Adoption of Child - one (1) shift

23.04(c) Self-Funded Leave

The City recognizes the potential of self-funded leave to help achieve employee and organizational goals. The purpose of this article is to provide an opportunity for self-funded leave, once every five (5) years, for a period of not less than five (5) weeks and up to and including one (1) year. The City of Saint John will hold a portion of an employee's salary for a specified

51 

period of time and then allow the employee to take off the requested time with pay equivalent to the amount withheld. This leave would allow an employee to continue receiving a salary. The salary that an employee would have received during this period, minus the leave without pay, is spread out or averaged over a reasonable amount of time. An employee who is interested in this program shall apply in writing, a minimum of six (6) months in advance (unless mutually agreed) to his or her Department Head. If the Department Head refuses to grant the leave, then the employee may apply directly to the City Manager or his designate. Once a request is approved then the Department Head must notify Human Resources. Human Resources will make arrangements to initiate this request.

On return from the leave, the employee shall be placed in his/her former position. If the former position no longer exists, he/she shall be placed in accordance with Article 16.04.

23.05 Union Business

Time off shall be granted temporarily on proper notification to the Manager concerned for any duly authorized Union representative serving on the Negotiating Committee, involved with processing grievances, to attend meetings and handle business arising there from or incidental thereto. Such employee shall suffer no loss for time so spent.

23.06 Union Conventions and/or Seminars

Leave of Absence with pay and without loss of seniority shall be granted for the necessary time off to a maximum aggregate of twenty (20) shifts in any one (1) year to employees elected or appointed to attend union conventions and/or seminars upon written request received at least ten (10) days in advance by the appropriate Manager.

23.07 Reimbursing Employer for Pay & Benefits

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

ST → CM
42


23.08(a) **Maternity Leave**

Maternity leave shall cover a period of seventeen (17) weeks. An employee who resigns for maternity reasons shall be considered as having been on leave without pay if she is re-employed within six (6) months of the date of her resignation.

Supplementary Unemployment Benefit Plan

- a) This plan is conditional upon the approval and continued approval of the Federal Government.
- b) An employee who provides proof that she has applied for and is eligible to receive Employment Insurance Benefits pursuant to the *Employment Insurance Act*, shall be eligible to be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan for a period not to exceed seventeen (17) continuous weeks inclusive of the two (2) week waiting period for Employment Insurance benefits.
- c) In respect of the period of maternity leave payments made according to the Supplementary Unemployment Benefit Plan will consist of payments equal to the difference between the unemployment insurance benefits the employee is eligible to receive and ninety percent (90%) of her regular rate of pay at the time maternity leave commences, less any other monies received during the period which may result in a decrease in unemployment insurance benefits to which the employee would have been eligible if no extra monies had been received during this period.
- d) Regular rate of pay shall mean the rate of pay the employee was receiving at the time maternity leave commences, but does not include, shift premium, overtime, or any other form of supplementary compensation.

During the period of maternity leave, if permissible under the relevant plan, the Employer shall continue to pay its share of Pension, Health and Dental Plan, and Group Life Insurance. The employee also agrees to pay her share. When an employee decides to return to work after maternity leave, she shall provide the Employer with at least two (2) weeks' notice. On return from maternity leave, the employee shall be placed in her former position. If the former position no longer exists, she shall be placed in accordance with Article 16.04.

JT  43

23.08(b) **Parental Leave**

Parental leave shall be unpaid and cover a period of up to thirty-seven (37) weeks after the birth or adoption of a child under the age of nineteen (19).

During the period of parental leave, if permissible under the relevant plan, the Employer shall continue to pay its share of Pension, Health and Dental Plan, and Group Life Insurance. The employee also agrees to pay his/her share. When an employee decides to return to work after parental leave, he/she shall provide the employer with at least two (2) weeks' notice. On return from parental leave, the employee shall be placed in his/her former position. If the former position no longer exists, he/she shall be placed in an equivalent position.

Employees shall not accumulate vacation credits while on such leave.

23.08(c) **Vacation Benefit During Maternity Leave**

Employees entitled to Maternity Leave shall be permitted to accumulate up to a maximum of seventy (70) hours vacation. Such days shall accumulate at the employee's normal rate of vacation earned.

23.09 **Jury/Court Duty**

23.09(a) When an employee is on jury duty or called as a witness in Employer related court proceedings, they shall receive full pay at the prevailing rates. Any monies received by the employee, for said matters in lieu of weekly pay, shall be paid to the City of Saint John.

23.09(b) If an employee is subpoenaed as a witness in Employer related court proceedings on their

(i) day off, or

(ii) vacation,

the employee will be compensated at the regular daily rate and shall have their day off or vacation rescheduled at a later date by mutual agreement with the Employer. Any witness fee paid to the employee shall be returned to the City of Saint John.

ST CMA B

The employee is not required to work the same day following Employer related court proceedings.

23.10 **Christmas Leave**

An employee may request an unpaid leave of absence, hereinafter referred to as Christmas Leave, between December 20th and January 7th of each year. Interested employees shall make a request for Christmas Leave, in writing, to the Manager responsible. The number of employees on Christmas Leave shall be limited to a reasonable number at the discretion of the Manager responsible. Christmas Leave may be taken without immediate loss of income. Deductions for Christmas Leave shall be made at the rate of not less than one (1) day per month beginning in January; i.e., deductions for Christmas Leave would commence in January of the following year.

ARTICLE 24 SAFETY

24.01 **Safety Measures**

The Employer and the Union shall cooperate in maintaining and improving where necessary safety measures now in effect.

24.01(a) **Equipment Supplied and Safety Footwear Allowance**

All employees working in any dirty or dangerous capacity shall be supplied with all necessary equipment. It shall be compulsory to wear and use all safety equipment supplied by the Employer.

With the permission and signed approval of the employee's Manager, the Employer agrees to provide employees engaged in field work one (1) pair of approved safety footwear per year. Such footwear must be appropriate to the employee's needs as approved by the employee's Manager.

An employee on an extended leave shall receive their entitlement upon their return to work.

24.01(b) **Enforcement**

All supervisors will consider it an important and essential part of their jobs to administer the safety program. They shall by precept and example secure complete compliance with all safety regulations by all workers under their direction.

24.02 **Injury on Duty**

24.02(a) **Notification**

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

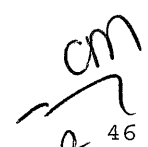
24.02(b) **Remuneration**

When an employee is injured on duty they shall receive payments from the Employer equal to eighty percent (80%) of their pre-accident net earnings at the prevailing rates for the first thirty-nine (39) weeks from the day of the injury and eighty-five percent (85%) thereafter; subject nevertheless, in case of injury, to the provisions of the Saint John pension plan, provided they have complied with subsection 24.02(a) above. All payments will comply with Section 38.2(2.2) of the *Workers' Compensation Act*.

Any changes to Article 24 shall be by mutual agreement, and if no agreement can be reached, shall be determined in accordance with Article 12.

24.02(c) Any monies an employee is entitled to from WorkSafeNB in lieu of weekly pay shall be paid by WorkSafeNB to the City of Saint John. This article shall not apply to a person no longer actively employed and who has retired due to a disability.

24.02(d) Net earnings shall be defined as pre-accident gross earnings less any income tax, Canada Pension and Employment Insurance deductions.

ST  46

24.03 Civic Employees' Safety Committee

24.03(a) A Saint John Civic Employees' Safety Committee shall be established under the *Occupational Health and Safety Act*.

24.03(b) Time spent by employees in performance of their duties as members of the Joint Safety Committee shall be considered as time worked, and payment shall be paid on the basis of straight time.

24.04 Safety

The Employer shall provide the Union Safety Representative all reasonable information when requested.

ARTICLE 25 GENERAL CONDITIONS

25.01 Bulletin Boards

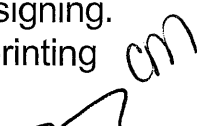
The Employer shall provide bulletin boards in each division on which the Union shall have the right to post notices of meetings and other such notices as may be of interest to the employees.

25.02 Instructional Courses

The Employer agrees to pay one half ($\frac{1}{2}$) the cost of any job related course taken by mutual consent. Upon successful completion of such course, the Employer shall reimburse the employee for their share of the cost incurred.

25.03 Copies of Collective Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Collective Agreement and their rights and duties under it. For this reason, the Employer shall bear fifty percent (50%) of the cost of printing three hundred (300) copies of the Collective Agreement established by the lowest tender acceptable to the City, within thirty (30) days of signing. If the lowest tender is not acceptable to the Union all extra costs for printing shall be paid by the Union.

ST  47

25.04 **Correspondence**

Except as specifically provided elsewhere in this Collective Agreement, all correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Director of Human Resources or designate and the Recording Secretary of the Union.

25.05 **Definition of Word Designate(s)**

For purposes of clarification, wherever and whenever City Manager, Chiefs, Commissioners, Managers and certain officers and other senior management personnel are referred to by title in this Collective Agreement, the same shall be deemed to apply to their designate(s) in that particular context.

25.06 **Benefit to Employer**

An employee who furnishes an idea, which is adopted for improvement in the operation of a Civic Department, shall receive recognition from the Employer in the form of a cash grant which the Employer deems proper, taking into consideration the value of the improvement.

25.07 **Definition of Day(s)**

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

25.08 **Plural & Gender**

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

ST 
B 48

25.09 Access to Personnel File

Employees wanting to view their personnel files shall request in writing to the Director of Human Resources or designate. The employee may view files and may make photocopies in the Human Resources Department. The employee is not to remove the file but must view in the presence of a duly designated representative of Human Resources staff. Such request for viewing by an employee shall be granted within two (2) working days of the written request.

25.10 Sick Leave Plan Registration

The Employer agrees to register the Sick Leave Plan with the Human Resources Development Canada under the *Employment Insurance Act*. Any benefit derived from such registration, the employee's portion shall be returned to the Union in trust on behalf of the employees. Such money shall be used to provide a benefit to the individual employee.

ARTICLE 26 TERM OF COLLECTIVE AGREEMENT

26.01 Notification to Bargain

This Collective Agreement shall take effect and be binding on the Employer and Union for the period from January 1, 2015, to December 31, 2021, inclusive, and shall remain in force for successive periods of twelve (12) months thereafter, unless either party requests negotiation of a new or replacement Agreement by giving written notice to the other party not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiration date of this Agreement or any renewal thereof. Such notice(s) shall specify any addition, deletion or alteration desired. Upon receipt of such notice by either party, negotiations shall commence within twenty (20) days following such notice having been given.

26.02 Changes in Collective Agreement

Any changes deemed necessary during the term of this Collective Agreement may be made by mutual agreement of the parties hereto at any time.

ST → CM
R 49

ARTICLE 27 SIGNATORIES

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

SIGNED, SEALED AND DELIVERED THE CITY OF SAINT JOHN

in the presence of:



Mayor





Common Clerk



Witness


**CANADIAN UNION OF PUBLIC
EMPLOYEES, SAINT JOHN CITY HALL
EMPLOYEES, LOCAL 486**



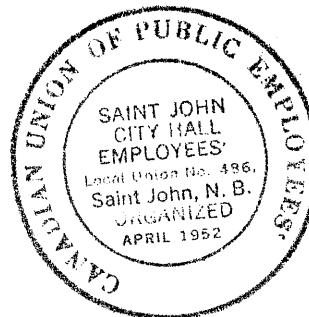
President




Witness



Recording Secretary



ST 

SCHEDULE "A"

Position Classifications by Salary Group

Student

Administrative – 80% of Group 1
Technical - Group 4

Group 1

Casual Administrative Assistant

Group 2

Group 3

Administrative Assistant

Group 4

Administrative Assistant
Executive Assistant
Finance Clerk
Information Systems Assistant

Group 5

Administrative Assistant
Claims Examiner
Finance Clerk
GIS Technician
Municipal Engineering Technologist
Traffic Technologist

Group 6

Administrative Assistant
Assistant Building Inspector
Facility Management Technologist
GIS Technician
Mechanical Engineering Technologist
Traffic Technologist

Group 7

Accounting Supervisor
Administrative Assistant
Application Specialist

Assistant Building Inspector

Chemical Technologist

Community Development and Programming
Coordinator

Community Services Coordinator

Facility Management Technologist

GIS Technologist

Municipal Engineering Technologist

Network Specialist

PC Specialist

Planning Technologist

Plumbing Inspector

Procurement Specialist

Systems Specialist

Telecommunications Specialist

Traffic Technologist

Web Specialist

Group 8

Accounting Supervisor
Administrative Assistant
Assistant Building Inspector
Business Analyst
Chemical Technologist
Corporate Projects Coordinator
Facility Management Technologist
Mechanical Engineering Technologist
Municipal Engineering Technologist
Payroll Administrator

Group 9

Accounting Supervisor
Chemical Technologist Supervisor
Coordinator Community and
Recreation Development
Heritage Architect/Analyst
Network Specialist
Pension Plan Administrator
Plans Examiner
Rockwood Park Naturalist

51
JT 10 am

SCHEDULE "B"

SALARIES

	January 1, 2015		January 1, 2016		January 1, 2017		January 1, 2018	
	Annual Increase: 2.00%		Annual Increase: 2.25%		Annual Increase: 2.25%		Annual Increase: 2.25%	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Group 1	30,752	33,668	31,444	34,426	32,151	35,200	32,875	35,992
Group 2	34,449	37,786	35,225	38,636	36,017	39,505	36,828	40,394
Group 3	38,146	41,893	39,004	42,836	39,882	43,780	40,779	44,785
Group 4	41,843	46,002	42,785	47,037	43,748	48,095	44,732	49,178
Group 5	45,546	50,111	46,571	51,238	47,619	52,391	48,690	53,570
Group 6	49,655	54,681	50,772	55,912	51,914	57,170	53,082	58,456
Group 7	53,765	59,251	54,975	60,584	56,212	61,947	57,477	63,341
Group 8	57,877	63,815	59,179	65,251	60,511	66,719	61,872	68,220
Group 9	61,983	68,379	63,378	69,917	64,804	71,490	66,262	73,099

	January 1, 2019		January 1, 2020		January 1, 2021	
	Annual Increase: 2.25%		Annual Increase: 2.25%		Annual Increase: 2.50%	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Group 1	33,614	36,802	34,371	37,630	35,230	38,572
Group 2	37,656	41,303	38,503	42,232	39,466	43,288
Group 3	41,697	45,793	42,635	46,823	43,701	47,994
Group 4	45,738	50,284	46,768	51,415	47,937	52,701
Group 5	49,786	54,775	50,906	56,007	52,178	57,408
Group 6	54,277	59,771	55,498	61,116	56,885	62,644
Group 7	58,770	64,766	60,092	66,223	61,594	67,879
Group 8	63,264	69,755	64,688	71,325	66,305	73,108
Group 9	67,753	74,744	69,277	76,425	71,009	78,336

INCREMENTS - For the purpose of Article 17 of this Collective Agreement, an increment is calculated by dividing the difference between the maximum and minimum by two (2). Wages and economic benefits are fully retroactive to January 1, 2015.

cm
JT B 52

SCHEDULE "C"

ADMINISTRATIVE/SUPERVISORY/PROFESSIONAL STAFF (NON-UNION)

Administrative Assistant/Secretary to the Mayor	Information Management Officer
Administrative Assistant to City Manager	Labour Relations Officer
Administrative Officer	Legal Administrative Assistant
Assistant Common Clerk	Legal Secretary
Assistant Comptroller	Legal Stenographer
Assistant Director	Manager, City Market
Assistant Engineer	Manager, Communications
Assistant Superintendent	Manager, Corporate Planning
Budget Officer	Manager, Facilities Management
By-Law Enforcement Officer	Manager, Fleet Administration
Chief Building Inspector	Manager, Human Resources
Chief Engineer	Manager, Industrial Relations
City Manager	Manager, Information Technology
City Solicitor	Manager, Infrastructure Development
Commissioner	Manager, Materials Mgt Purchasing & Inventory
Common Clerk	Manager, Municipal Engineering
Comptroller	Manager, Pedestrian and Traffic
Continuous Improvement Officer	Manager, Public Safety Communications Centre
Deputy Building Inspector	Manager, Real Estate
Deputy City Manager	Manager, Recreation & Neighbourhood
Deputy Commissioner	Programming
Deputy Common Clerk	Manager, Risk Management
Deputy Fire Chief	Manager, Safety and Policy
Deputy Market Clerk	Manager, Saint John EMO
Design Engineer	Municipal Engineer
Development Officer	Occupational Safety Officer
Director	Operations Engineer
Director, Human Resources	Operations Manager
District Chief	Planner
Divisional Chief	Project / Design Engineer
Employment Relations Officer	Purchasing Agent
Energy Manager	Real Estate Officer
Executive Assistant to the Mayor	Senior Communications Officer
Executive Director	Senior Project Engineer
Executive Secretary to City Manager	Senior Transportation Policy Advisor
Fire Chief	Solicitor
General Manager, Saint John Industrial Parks	Superintendent
GIS Manager	Systems Manager
Heritage Planner	Technical Services Engineer (Sr and Jr)
Human Resources Administrative Assistant	Traffic Engineer
Human Resources Administrator / Generalist	

ADDENDUM 1

MOBILITY OF EMPLOYEES

BETWEEN: The City of Saint John, N.B.
The Board of Police Commissioners for the City of Saint John
-and- The Canadian Union of Public Employees, Saint John City
Hall Employees, Local 486

The Board of Police Commissioners for the City of Saint John was formed in February of 1998. In accordance with the provisions of the *Police Act*, R.S.N.B. 1973, ch. P-9.2 as amended in 1997, employees of the City that were "persons employed to serve a police force..." became employees of the Board of Police Commissioners in matters of labour relations.

The Board of Police Commissioners is the successor employer, under the *Industrial Relations Act*, R.S.N.B. 1973, ch. 1-4 as amended, for a bargaining unit of such employees.

The parties to this Addendum recognize that there is a high level of integration between the Police Force and the City, which is expected to continue into the foreseeable future. This Addendum has been developed on the basis that the parties want to ensure the following:

- that this integration is not compromised by the formation of a Board of Police Commissioners
- no disruption for employees
- existing and future employees are provided with a broad range of career development opportunities

To these ends the parties have agreed to the following:

1. employees in both Local 486 bargaining units shall have equal opportunities to apply for job opportunities with either the City or the Police Force as specified in Article 11 of the respective collective agreements.
2. the seniority of employees in both Local 486 bargaining units shall, for all purposes, include time of employment with either the City or the Board of Police Commissioners in accordance with Article 10 of the respective collective agreements.
3. all unionized support staff hiring's done for the Board of Police Commissioners shall be subject to the approval of the City Manager of the City of Saint John.

ST — CM
B 54

4. individual sick leave credits and other accumulated benefits shall be fully transferable between employers and the Sick Leave Bank detailed in Article 21 shall be a joint bank for the benefit of all Local 486 members.

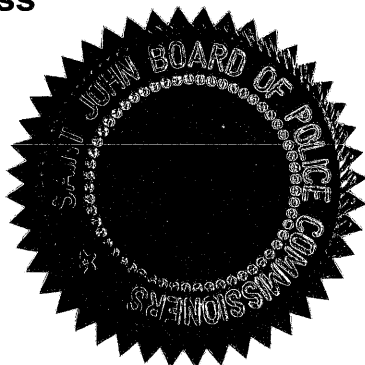
Dated this 15th of March, 2002.¹⁶

SIGNED, SEALED AND DELIVERED THE CITY OF SAINT JOHN
in the presence of:

Shelley Richard
Witness

[Signature]
Mayor

[Signature]
Common Clerk



**THE BOARD OF POLICE
COMMISSIONERS FOR
THE CITY OF SAINT JOHN**

Naphtie Hays
Witness

Anne-Marie Mullin
Chair

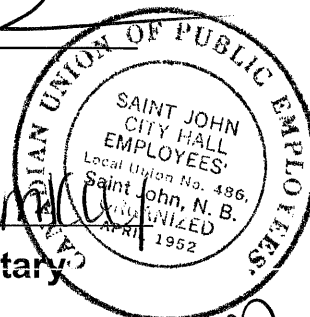
[Signature]
Secretary

**THE CANADIAN UNION
OF PUBLIC EMPLOYEES,
SAINT JOHN CITY HALL
EMPLOYEES, LOCAL 486**

[Signature]
President

Cindy Blizzead
Witness

[Signature]
Recording Secretary



ST - CM
R 55

MEMORANDUM OF AGREEMENT NO. 1

BETWEEN

THE CITY OF SAINT JOHN, NEW BRUNSWICK

"THE EMPLOYER"

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

SAINT JOHN CITY HALL EMPLOYEES, LOCAL 486

"THE UNION"

SUBJECT: TERMS AND CONDITIONS

JOB SHARING PROGRAM

It is agreed that as part of the 2004 – 2007 Collective Agreement, between the CITY OF SAINT JOHN and CUPE LOCAL 486, the parties shall jointly undertake a program for Job Sharing.

The following are the terms and conditions of the Job Sharing Program.

1.0 Objective of Job-Sharing Program

To provide the employer and employees with an opportunity, to determine the mutually beneficial value to job sharing.

2.0 Eligibility

This program is open to members of Local 486, who apply for, positions that are deemed appropriate for job sharing.

Positions at a Group 3 level are not eligible.

A permanent employee interested in job sharing should make a formal request to their immediate Supervisor.

Handwritten initials: JT, R⁵⁶, and a signature.

3.0 **Job Posting**

Should a job share partner (permanent employee) leave the position, the position is first offered to the other (permanent) employee who is sharing the position. If this person is not interested, the job will be posted as a job share position.

4.0 **Vacancies**

If one of the permanent employees leaves the job-shared position, the other permanent employee will have the option to:

- continue on in the present capacity with a new job sharing partner;
- take the job on a full-time basis; or,
- take the job on a full-time basis until a suitable partner is found.

5.0 **Hours of Work**

Employees will work on average 17.5 hours per week.

Optional hours of work could include:

- one week on, one week off ;
- one rotation on, one rotation off;
- three days one week and two days the next week;
- all mornings or all afternoons; or
- all days or all nights.

The need for consistency is recognized in the schedule.

The total hours worked by the employees in the shared position must not exceed 1820 regular hours in one calendar year.

6.0 **Salaries**

Employees will be paid for 17.5 hours per week at the rate set by the classification of the position.

The period of time in which one employee is working is not considered a break in service for the other employee.

Incremental increases will be applied as outlined in the Collective Agreement.

7.0 Classification of the Positions

The position that is deemed a "job share" position will be evaluated as part of the job evaluation system as one job.

For the purpose of job sharing, the position will be divided equally with both having the same classification.

8.0 Ownership of the Positions

The present incumbent who wishes to job share will "own" the position. If either individual chooses to leave their position to work in an identified job share position, their previous job will be secured for a one-year period.

9.0 Benefits, Vacation and Floating Holidays

Vacation: accumulated on a prorated basis, based upon 17.5 hours per week.

Sick time: accumulated on a prorated basis, based upon 17.5 hours per week.

Statutory holidays: paid on a prorated basis considering that the employee is scheduled 17.5 hours per week.

Insurance Benefits: benefits and contributions will be the same as for full-time employees.

Employment Insurance: employees will contribute based upon their earnings, as per the rate established by Canada Customs and Revenue Agency.

Canada Pension Plan: employees will contribute based upon their earnings, as per the rate established by Canada Customs and Revenue Agency.

Workers Compensation: all employees are covered for injury on the job.

Pension: employee contributions will be at the current contribution rate of gross earnings.

10.0 Leaves

If one of the employees is on leave (vacation, statutory, compensatory, sick etc.) the other employee will have the option, if offered, to cover the hours at straight time, in accordance with Article 15.

11.0 Responsibilities

Department Heads have the sole discretion of determining which positions may be job shared.

Employees who are job sharing must demonstrate flexibility and ensure that effective communication is maintained with the job sharing partner and the manager.

Within the identified positions, managers have the authority to approve participation in the job-sharing program.

It is agreed that the parties to this Agreement will utilize the interest based approach to ensure that the Job Sharing Program is carried out as per the established terms and conditions.

Signed, sealed and delivered by the City of Saint John on the 15th day of March, 2004. ~~16~~

THE CITY OF SAINT JOHN



Mayor



Common Clerk

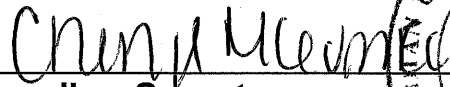


Signed, sealed and delivered by the Canadian Union of Public
Employees, Saint John City Hall Employees, Local 486, on the
15th day of March, 2004. 16

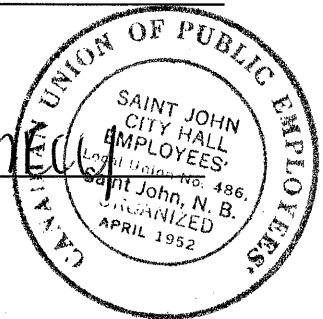
**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, SAINT JOHN CITY
HALL EMPLOYEES, LOCAL 486**



President



Recording Secretary



cm
JT
B⁶⁰

MEMORANDUM OF AGREEMENT NO. 2

Between

THE CITY OF SAINT JOHN
("THE EMPLOYER")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
SAINT JOHN CITY HALL EMPLOYEES, LOCAL 486
("THE UNION")

SUBJECT: OFFICIAL LANGUAGES

The City of Saint John is required to provide services in both official languages. Given this, the Parties have identified the following positions may be required to be bilingual imperative:

Department/Division	Position	Number
Finance & Admin Services	Finance - Administrative Assistant 4	1
	<u>Risk Management - Administrative Assistant 4</u>	1
	<u>Finance Clerk 4</u>	1
Strategic Services	Web Specialist	1
	<u>Communications - Administrative Assistant 6</u>	1
Transportation & Environment Services/ Saint John Water	Administrative Assistant 4	<u>3</u>
	Engineering Services Technologist	3
Growth & Community Development Services	Administrative Assistant 5	2
	<u>Assistant Building Inspector</u>	1
	<u>Community Development & Programming Coordinator</u>	1
Legislated Services	<u>Common Clerk - Administrative Assistant 4</u>	1
Fire	<u>Business Analyst 8</u>	1
<u>Parking Commission</u>	<u>Administrative Assistant 4</u>	<u>2</u>

As positions become vacant and a further bilingual requirement is needed, consultation will take place between the Employer and the Union. If no agreement is reached, then Article 12, (Grievance Procedure) may be followed.

Permanent employees, as of January 1, 2004, shall not be adversely affected by this provision. A qualified candidate who fails to satisfy the language requirements will be placed in the position subject to obtaining the predetermined language competency level.

The Candidate will be required to demonstrate the designated proficiency level within a predetermined training period not to exceed twelve hundred (1200) hours. During this defined training period, the candidate will participate in accelerated language training in order to acquire the predetermined language competency. The cost of such training will be at the Employer's expense. However, should the employee be unable to complete the training due to unforeseen circumstances the training period shall be extended accordingly.

Prior to the commencement of this training, the incumbent will be assessed by a third party provider in order to determine their aptitude to learn the second language and identify the training needed.

Following a successful assessment the employee, their manager, a representative of the union and a manager of human resources will develop a training plan that reflects the recommendations of the third party provider and meets the needs of the employee. The employee must actively participate in the training and the manager must fully support the employee in this endeavour. At any point during the training period the incumbent may request a test. Training will be considered time worked but the employee will not be entitled to overtime compensation for additional hours required related to training while participating in training.

Further, should the incumbent acquire the defined language competency, the Employer and the employee must commit to an ongoing maintenance plan. However, should the incumbent be unable to satisfy the language requirements within the defined training period not exceeding twelve hundred (1200) hours, they will revert to their former position. The position would then be awarded to the next senior qualified candidate who had applied to this posting. Also, should the incumbent leave the position for any other reason during the training period the next senior qualified candidate will be placed in the position.

The Employer may choose to fill the position with a bilingual casual employee for all or part of the period during which the permanent employee is participating in language training. This will be at the discretion of the Department Head.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly executed.

Signed, sealed and delivered by the City of Saint John on the 15th day of March, 2008.¹⁶

THE CITY OF SAINT JOHN



Mayor



Common Clerk

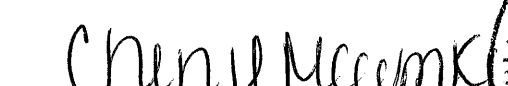


Signed, sealed and delivered by the Canadian Union of Public Employees, Saint John City Hall Employees, Local 486, on the 15th day of March, 2008.¹⁶

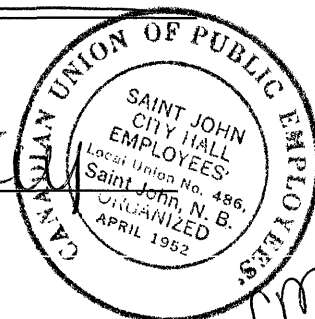
**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, SAINT JOHN CITY
HALL EMPLOYEES, LOCAL 486**

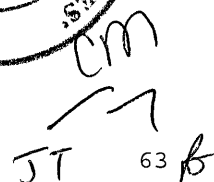


President



Recording Secretary




CM
JT 63 B