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***COLLECTIVE AGREEMENT***  
***BETWEEN***  
***MORGUARD INVESTMENTS LIMITED***  
***AND***  
***THE CANADIAN UNION OF PUBLIC EMPLOYEES***  
***LOCAL 3102***  
***2005 – 2007***

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This Agreement made this 21<sup>st</sup> day of December, 2004.

BETWEEN

Morguard Investments Limited  
Hereinafter called "the Employer"

Party of the First Part

AND

Canadian Union of Public Employees, Local 3102  
Hereafter called "the Union"

Party of the Second Part

## ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 It is the purpose of both parties to this Agreement:

- (1) To improve relations between the Employer and the Union and provide settled and just conditions of employment.
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- (3) To encourage efficiency in operations.
- (4) To promote the morale, well being and security of all employees in the bargaining unit of the Union.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in this Collective Agreement.

## ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

### 2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, Local 3102 (the "Union") as the sole and exclusive bargaining agent for all employees of the Employer employed at the Saint John City Hall, Saint John, N.B., in the classifications set forth in Appendix "A" attached hereto or any newly created classification within the scope of the bargaining unit and agrees to negotiate with the Union concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may rise between them.

Where there is disagreement as to whether a newly created position is within the scope of the bargaining unit, either party may submit the matter to the Industrial Relations Board for determination.

### 2.02 Work of the Bargaining Unit

The Employer agrees that no bargaining unit employee shall be displaced or replaces as the result of non-bargaining unit employees performing the jobs or functions of bargaining unit employees.

2.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.

2.04 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer premises in order to deal with any matters arising out of this Collective Agreement, provided that such privilege shall not interfere with the Employer's operations or the rights of the Employer's tenants to the quiet enjoyment of their premises or the common areas.

2.05 Union Officers and Committee Members

Union officers, stewards and members of committees recognized by this Agreement shall be permitted to leave their work during working hours for reasonable periods of time, without loss of pay or benefits, to carry out their functions under this Agreement, including the investigation and filing of grievances, attendance at meetings with the Employer, and to participate in negotiations and arbitration. Permission to leave work for such purposes shall first be sought and obtained from the employee's immediate supervisor and it is understood and agreed that such permission shall not be unreasonably withheld.

**ARTICLE 3 - UNION MEMBERSHIP REQUIREMENT AND DUES CHECK-OFF**

3.01 Maintenance of Union Membership

All Employees who are members of the Union shall remain members of the Union in good standing as a condition of employment. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment, which membership shall be governed by the C.U.P.E. National Constitution.

3.02 Check off Payments

The Employer agrees to deduct from the wages of an employee, upon the notification of the Union, the initiation fees, regular monthly dues and/or assessment levied by the Union upon its members. The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

### 3.03 Deductions

Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the 15<sup>th</sup> day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, classifications and sex of employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the Employer to the National Headquarters of the Canadian Union of Public Employees.

### 3.04 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

### 3.05 Potential Employees

The Employer agrees to acquaint potential employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

### 3.06 Interviewing Opportunity

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or Representative. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union.

## ARTICLE 4 - NON-DISCRIMINATION

### 4.01 Non-Discrimination

There shall be no discrimination, restraint or coercion exercised or practiced with respect to any employee because of membership in the Union or otherwise as restricted by the Human Rights Act.

## ARTICLE 5 - MANAGEMENT RIGHTS

5.01 All the functions, rights, powers and authority of the Employer shall be recognized by the Union as being retained by the Employer. These include, but are not limited to the following:

- (1) to direct, hire, promote, demote, transfer; and to suspend, discipline or dismiss for cause any of its employees;
- (2) to evaluate employees, to classify and reclassify positions, specify employee duties and assign employees to shifts;
- (3) to change existing methods of facilities and to lay off employees because of lack of work;
- (4) to enforce safety and other regulations of the employer which shall not be inconsistent with the terms of this Agreement.

5.02 The exercise of the aforementioned functions, rights, powers and authority of the Employer shall be subject to any abridgement, delegation or modification thereof affected by any other provision of this Collective Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.

## ARTICLE 6 - LABOUR MANAGEMENT RELATIONS COMMITTEE

### 6.01 Monthly Meetings

The Employer and the Union agree that in the interests of promoting better relations between the parties, and to provide an opportunity to discuss matters of mutual concern, including health and safety, the Employer's representative will meet with the Union's duly authorized representatives at least once per month at a mutually agreeable time and place.

### 6.02 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

6.03 Representatives

The Employer shall not bargain or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson.

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.

6.04 Union Bargaining Committee

*NO* The Employer shall recognize a Bargaining Committee of not more than three (3) employees *selected By The* Union for the purpose of negotiating with the Employer, as provided by Article 29.03.

6.05 Technical Information

Within ten (10) days of a request by the Union, the Employer shall make available to the Union the following information required by the Union such as budgets and financial statements, job descriptions, postings in the bargaining unit, job classifications, wage rates and information pertaining to pension and welfare plans.

6.06 Education on the Job

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during the employees' lunch period or following the regular working day, subject to space being available.

ARTICLE 7 - DEFINITIONS

7.01 Permanent Employee

A permanent employee is an employee who has successfully completed the probationary period outlined in Article 8.03.

7.02 Temporary Employee

A temporary employee is an employee who has been hired to fill in for a permanent employee absent for any reason. Such employee shall receive all benefits under this Agreement except that their employment may be terminated upon the return of the permanent employee concerned.

7.03 Summer Student

A summer student shall mean a person who is employed during April 15 - September 30 and who is a student at a school, college, university, or other educational institution while being employed and who is intending to return to school at the end of the vacation period. Such employee shall be terminated no later than September 30<sup>th</sup> each year.

ARTICLE 8 - SENIORITY

8.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.

8.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

8.03 Probation for Newly Hired Employees

An employee will be considered to be on probation and will not be placed on the seniority list until he has completed a probationary period of ninety (90) days from the date of hiring, after which he shall be considered as a regular employee and his seniority shall commence from the date of hiring. It is understood that the purpose of the probation period is to enable the Employer to review the employee's ability to meet job requirements and that the dismissal of a probationary employee shall not be the subject of the grievance or arbitration procedure.

#### 8.04 Loss of Seniority

An employee shall lose his seniority and his employment will be deemed to have terminated only if:

- (a) he voluntarily quits the employ of the Company and does not retract such resignation within 48 hours, provided that his/her position has not been filled in accordance with the procedure set forth in Article 9;
- (b) he is discharged for just cause and is not reinstated;
- (c) following a layoff he fails to advise the Employer within ten days of receipt of notice given by registered mail to return to work, or his intention to return and fails to report for work on the date and at the time specified, in the said notice. If the employee informs the employer of his intention to return to work but claims he is unable to return to work on the date and at the time specified due to reasons beyond his control, his name shall be left on the seniority list for up to two (2) months unless due to medical reasons;
- (d) if he remains on lay-off for a period of more than eighteen (18) consecutive months.

#### 8.05 Temporary Transfer and Serving Outside the Bargaining Unit

No employee shall be temporarily transferred to a position outside the bargaining unit without his/her consent. If an employee is temporarily transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority and will continue to accrue seniority in accordance with the terms of this Agreement.

When the employee concerned returns to the bargaining unit, he/she shall be returned to his/her former position without loss of seniority. Any other employee affected by such re-arrangement of position shall also be returned to his/her former position without loss of seniority.

### ARTICLE 9 - PROMOTIONS AND STAFF CHANGES

#### 9.01 Job Postings

Prior to filling any vacancy within the bargaining unit, or where a new position within the bargaining unit is created, the Employer agrees to post notice of the position in such manner as to ensure that all employees will become aware of the vacancy or new position and be able to make application therefore.

#### 9.02 Information in Postings

Any notice posted pursuant to this Article shall contain information as to the nature of the position, necessary qualifications, knowledge and education, skills, shifts, hours of work, and the applicable wage rate or salary. In addition, the notice shall include the date upon which the Employer anticipates filling the position.

#### 9.03 Role of Seniority in Promotions, Transfers, and Staff Changes

Both parties recognize:

- (1) the principle of promotion within the service of the Employer
- (2) that job opportunity should increase in proportion to length of service.

Therefore, in filling vacant and new positions the appointment shall be made of the senior applicant who possesses the necessary ability and qualifications to perform the job.

#### 9.04 Trial Period

When a position is filled, the successful applicant will be given a trial period of three months in which to become familiarized with the job. In the event that the successful applicant proves unsatisfactory for the position during such trial period, or if the employee is unable or unwilling to continue in such position, he/she shall be returned to his/her former position without loss of seniority. Any other employee affected by such re-arrangement of position shall also be returned to his/her former position without loss of seniority.

#### 9.05 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all promotions, demotions, hiring, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

#### 9.06 Temporary Assignments

Temporary assignments shall be offered to employees having the necessary ability and qualifications to do the job, by order of seniority.

## ARTICLE 10 - PAID HOLIDAYS

### 10.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter <del>Sunday</del> Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
First Monday in August (NB Day)	Two Floating Holidays

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

Such floating holidays shall not be taken by more than one employee on any shift when no replacement is required.

### 10.02 Compensation for Holidays on Saturday or Sunday

When any of the above noted paid holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, they shall be observed on the succeeding Monday.

### 10.03 Pay for Regularly Schedule Work on a Paid Holiday

An employee who is not scheduled to work on the above paid holidays shall receive holiday pay equal to one day's pay. An employee who is scheduled to work shall be paid at the rate of time and a half plus another day off with pay, in lieu of holiday pay, at a time mutually agreed. In the case of Christmas or New Year's Day, the rate of pay shall be double time plus another day off with pay at a time mutually agreed.

## ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

### 11.01 Just Cause

No employee shall be disciplined or discharged except for just cause. The Employer shall bear the onus of establishing the existence of just cause in such cases.

11.02 Discipline Procedure In Cases of Suspension or Discharge

In cases of suspension or discharge, the employee shall be notified in writing by the Employer, with full disclosure of the reasons, grounds for action, and/or penalty, with a copy to the Secretary of the Union.

11.03 Warning

Whenever the Employer or his authorized agent deems it necessary to censure an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

11.04 Right to Have Steward Present

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward to be present at the interview.

11.05 Personnel Records

Each employee shall be entitled to be advised of the contents of his/her personnel file once during the term of this agreement, upon reasonable notice to the Employer. If the employee concerned takes issue with the accuracy of any of the information contained therein, he/she may register such objection in writing and such objection will form a permanent part of the employee's record.

11.06 Use of Demotion as Discipline

Demotion shall not be used as a disciplinary measure.

11.07 Crossing of Picket Lines During Strike

The Employer agrees it will not discharge or discipline any employee covered by this Agreement for failure to cross a lawfully established picket line, except in cases of fire, flood or hazard to life or property.

11.08 Leaving Premises During Working Hours

It is understood and agreed that during their scheduled working hours (including the time of paid lunch and other breaks) employees shall not leave the premises of the Saint John City Hall building without permission of the Employer.

11.09 Licensed Premises Off-Limits

It is further understood and agreed that any licensed premises in the Saint John City Hall building are off-limits to employees during their regular scheduled working hours (including the time of paid lunch or other breaks), and any violation of this provision may be deemed to be cause for discipline or dismissal, subject to just cause.

11.10 Disciplinary Reports

Any letters of reprimand or any adverse disciplinary reports shall be removed from the personnel file of any employee after the expiration of 24 months during which the said employee has incurred no further disciplinary action.

**ARTICLE 12 - GRIEVANCE PROCEDURE**

12.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The steward may assist any employee which the steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.

12.02 Name of Stewards

The Union shall notify the Employer in writing of the name of each steward and the department(s) he/she represents and the name of the chief steward, before the Employer shall be required to recognize him/her.

12.03 Grievance Committee

The Grievance Committee shall be composed of the President, Secretary, and the Union Steward directly involved with the grievance.

12.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

#### 12.05 Settling of Grievances

An earnest effort shall be made to settle grievance fairly and promptly in the following manner:

##### STEP 1

The aggrieved employee(s) will submit the grievance to his/her steward. If the employee's steward is absent, he/she may submit his/her grievance to the chief steward and/or another member of the Grievance Committee. At each step of the grievance procedure the grievor shall have the right to be present.

##### STEP 2

If the steward and/or the grievance committee considers the grievance to be justified, he/she will first seek to settle the dispute with the person designated by the Employer to resolve grievances and failing satisfactory resolution the grievance will be put in writing and submitted to the Employer's Representative who will respond as follows in writing.

##### STEP 3

Failing satisfactory settlement within 7 working days after the dispute was submitted in writing under STEP 2, the Union may refer the dispute to Arbitration.

#### 12.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union or the Employer has a grievance, Step 2 of this Article may be bypassed.

#### 12.07 Facilities for Grievances

Where possible in order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

#### 12.08 Mutually Agreed Changes

Any mutually agreed changes to this collective agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

## ARTICLE 13 - ARBITRATION

### 13.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two appointees shall select an impartial chairperson.

### 13.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within fourteen (14) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

### 13.03 Duty of Board

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

### 13.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement.

### 13.05 Expenses of the Board

Each party shall pay:

- (1) The fees and expenses of the arbitrator it appoints.
- (2) One-half of the fees and expenses of the Chairperson.

13.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this Agreement are not mandatory but merely discretionary.

13.07 Witnesses

At any stage of the Arbitration procedure, the parties shall have the assistance of the employee or employees involved and any necessary witnesses.

All reasonable arrangement shall be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

**ARTICLE 14 (A) - HOURS OF WORK**

14.01 Hours of Work

- (a) The regular hours and days of work for employees in the classifications covered by the Agreement shall be as set forth in Appendix "B" attached hereto and shall not be altered unless the Union is provided with at least seven (7) working days notice in writing of any change. The daily hours of work shall be consecutive, inclusive of the present meal period and/or rest period.
- (b) The hours of work specified in Appendix B shall not be reduced during the term of this Agreement, unless due to lack of work. Any lay-off (i.e. reduction of hours ) shall be by reverse order of seniority, provided that those retained possess the necessary ability and qualifications to perform the available work.
- (c) Where lack of work requires a reduction in the work force, the Employer shall provide the employee(s) affected and the Union with notice of lay off in writing, or pay in lieu of such notice, as follows:
  - (a) two (2) weeks notice for service of less than five (5) years;
  - (b) four (4) weeks notice for service of more than five (5) years.

The foregoing does not apply to temporary reductions in the work force due to emergency situations beyond the control of the Employer.

## ARTICLE 14 (B) - OVERTIME

### 14.02 Overtime Defined

For full-time employees, all time worked before or after the employee's regular daily or weekly hours as provided in Appendix B or on paid holiday as provided in Article 10.01 shall be considered overtime. For part-time employees, work after 8 hours per day or 40 hours per week or on a paid holiday as provided in Article 10.01 shall be considered overtime.

### 14.03 Compensation For Work Before or After Scheduled Daily Hours

Overtime work as defined above before or after the regular daily hours shall be paid at the rate of time and one-half the first four (4) hours and double time after four (4) hours in any one day shift.

### 14.04 Payment for or Supply of Meals

An employee required to work more than three (3) hours overtime shall be provided with a meal or an allowance of \$4.00 by the Employer. The Employer shall allow one half hour meal break with pay. An additional meal allowance and meal break will be allowed for each additional three (3) hours of overtime.

### 14.05 No Lay-Off to Compensate for Overtime

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

### 14.06 Overtime Voluntary if Practicable

To the extent that it is practicable, overtime will be voluntary; however, in the event that no qualified employee is forthcoming, the Employer retains the right to require employees to work overtime.

### 14.07 Call Back Pay Guarantee

An employee who is called in and required to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do. When the work called back for is completed, the employee shall be allowed to leave.

## ARTICLE 15 - VACATIONS

### 15.01 Length of Vacation

(a) An employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

Less than two (2) years - .83 working days for each month worked in that vacation year, rounded up to the nearest half (1/2) day.

Two (2) years or more - Fifteen (15) working days

In the calendar year  
of the 10<sup>th</sup> anniversary  
of each year thereafter - Twenty (20) working days

In the calendar year  
of the 20<sup>th</sup> anniversary  
of each year thereafter - Twenty-five (25) working days

(b) Notwithstanding the above, any cleaner working on a regular basis of more than five (5) days in a week (Shoppes of City Hall) shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

Less than two (2) years - One (1) working day for each month worked in that vacation year.

Two (2) years or more - Three (3) calendar weeks.

In the calendar year of  
the 10<sup>th</sup> anniversary of  
each year thereafter - Four (4) calendar weeks.

In the calendar year of  
the 20<sup>th</sup> anniversary of  
each year thereafter - Five (5) calendar weeks.

### 15.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time which is mutually agreeable.

15.03 Vacation Pay

Vacation pay for each week of vacation shall be at the rate of two per cent (2%) of gross earnings, or current annual rate, whichever is greater. The vacation pay shall include regular shift bonus, where applicable.

15.04 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, prior to using his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

15.05 Vacation Pay on Retirement

On retirement an employee shall be entitled to the same vacation or vacation pay which would have been earned if the employee had continued in employment to the end of the calendar year.

15.06 Preference in Vacations

Vacation entitlement shall be granted on the basis of seniority. For greater clarification, any vacation entitlement not used by December 31 of any year may be carried forward up to the 30<sup>th</sup> of April of the following year. Vacation from a prior year may not be combined with the current year's vacation without the approval of the Employer.

15.07 Vacation Schedules

Vacation schedules shall be posted by May 1<sup>st</sup> of each year and be changed only subject to Article 15.09 or in cases of emergency without the consent of the affected employees. Vacations shall commence immediately following an employee's regularly scheduled days off.

15.08 Unbroken Vacation Period

An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer. In the case of shift engineers, such unbroken period shall not exceed two (2) consecutive weeks during July and August.

15.09 Approved Leave of Absence During Vacation

Where an employee is hospitalized during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

15.10 Overtime Vacation Rate

No employee shall be required to work during his/her scheduled vacation period. However, should an employee agree to work when requested during his/her scheduled vacation, he/she shall be paid at time and one-half the regular rate of pay plus one vacation lieu day off for each day in which work was performed.

**ARTICLE 16 - PAID LEAVES OF ABSENCE**

16.01 Paid Bereavement Leave

In the event of the death of an employee's father, mother, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, or common-law spouse, up to a maximum of four consecutive days of bereavement leave without loss of pay or benefits shall be granted, one day of which days shall be the day of the funeral and to the extent that any of these days are scheduled working days. Duration of the leave of absence granted an employee in the event of the death of other "in-laws" shall be at the discretion of the Employer's Representative. In the event of the death of an employee's grandparents, an employee shall be entitled to up to a maximum of two days off without loss of pay or benefits.

16.02 Mourner's Leave

Up to a maximum one-half (1/2) day leave shall be granted without loss of pay or benefits to attend a funeral as an active pallbearer.

16.03 Protection During Maternity

Maternity leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment because of pregnancy. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy, provided she is capable of performing the available work and is otherwise entitled thereto by virtue of seniority.

16.04 Length of Maternity Leave

Maternity leave without pay shall cover a period of up to six months in total before and/or after the birth or adoption of a child. Where a doctor's certificate is provided, stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of one additional year shall be allowed.

16.05 Seniority Status During Maternity Leave

While on maternity leave an employee shall retain her full employment status and rights and shall accumulate all benefits under this Collective Agreement, except for paid statutory holidays during such leave.

16.06 Procedure Upon Return from Maternity Leave

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 at least in her former position. If the former position no longer exists, she shall be placed in a position in her department of equal rank and value at the same rate of pay.

16.07 Time Off for Elections

The Employer shall grant up to four (4) consecutive hours off with pay to all employees for the purpose of exercising their franchise in any federal, provincial or municipal election. Leave of absence under this section shall be in accordance with the Elections Act.

16.08 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount received.

16.09 Leave for Court Appearance

In the event that an employee is charged with an offence which requires a court appearance, he/she shall be entitled to leave of absence without loss of seniority, benefits and pay for the time necessary to make such court appearance.

16.10 Education Leave and Examinations

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his/her employment qualifications.

16.11 General Leave

An employee shall be entitled to leave of absence of up to 3 days per annum with pay and without loss of seniority when he/she requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer within two working days. Such approval shall not be unreasonably withheld.

16.12 Earned Vacation and Sick Leave on Death

If an employee who has been granted more vacation or sick leave with pay than he/she has earned dies, the employee is considered to have earned the amount of leave with pay granted.

16.13 Earned Vacation and Sick Leave on Termination

When the employment of an employee who has been granted more vacation or sick leave with pay than he/she has earned is terminated by lay-off, or otherwise, he/she is considered to have earned the amount of leave with pay granted to him/her.

16.14 Grievance and Arbitration Pay Provisions

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

16.15 Preventive Medical Leave

Employees shall be allowed up to three (3) days per annum paid leave of absence in order to engage in personal preventive medical health and dental care. During the term of pregnancy, an employee shall be allowed two (2) days in addition to those specified above, for pre-natal preventive medical care. On request, employees may be required to show proof of the above care.

16.16 Special Leave

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

<u>Reason</u>	<u>Leave of Absence</u>
Employee's marriage	Three (3) working days at the discretion of the employee.
Marriage of employee's child, brother, sister	The day of the wedding
Divorce	Two (2) working days
Adoption of employee's child	Two (2) working days
Serious fire or flood in employee's household	Up to three (3) working days

ARTICLE 17 - WORKERS' COMPENSATION

17.01 Workers' Compensation Protection

All employees shall be covered by the Workers' Compensation Act. No employee shall have his employment terminated as a result of absence from work with a compensation accident prior to such employee being determined to be permanently disabled by the Workers' Compensation Board and unable to return to work.

17.02 Workers' Compensation Pay Supplement

Where an employee is injured on duty, he shall receive payments from the Employer equalling 85% of his pre-accident net earnings at the prevailing rates. All payments will comply with section 38.11(3) of the *Workers Compensation Act*.

17.03 Continuation of Pay

In order to continue receiving his/her regular salary, the employee shall assign his compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation as a deduction from gross income on the employee's Income Tax (T-4) form.

ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCES

18.01 Pay Days

The Employer shall pay salaries and wages bi-<sup>Monthly</sup>~~weekly~~ in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions. The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this Agreement.

18.02 Rate of Pay on Promotion or Reclassification

An employee assigned, promoted or reclassified in accordance with this Collective Agreement to a higher paying position whether inside or outside the bargaining unit shall receive the rate of pay and benefits for that position for the time he/she performs that job. Where temporarily assigned outside the bargaining unit, the employee shall be deemed to be covered by all provisions of this Collective Agreement, including Article 6, Check Off of Union Dues, during the period of temporary transfer.

18.03 Pay on Transfer, Lower Rated Job

When an employee is temporarily assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, his/her rate shall not be reduced.

18.04 Vacation Pay

The Employer will ensure that prior to the commencement of his/her annual vacation an employee will receive any pay cheques which may fall during the period of vacation, provided that the Employer has at least two (2) weeks notice of the date upon which the employee's vacation is to commence.

18.05 Shift Premium

Employees will receive additional remuneration at the rate of forty cents (40¢) per hour for all hours worked between the hours of 4:00 p.m. and 8:00 a.m.

## ARTICLE 19 - HEALTH AND SAFETY

### 19.01 Safety Equipment and Clothing

As per Section 9 of the Occupational Health and Safety Act, employees shall be provided with all necessary protective equipment and clothing, to ensure an employee's health and safety, in the performance of their job.

## ARTICLE 20 - EMPLOYEE BENEFIT PLANS

### 20.01 Employee Benefits

- (a) The present Group Life, Long Term Disability, Health and Dental and Pension plans shall continue in effect during the term of this Agreement, with the present Employer - Employee sharing of the cost of premiums to continue.
- (b) Upon mutual agreement the existing Defined Benefit Employee Pension Plan will be replaced with a Group Retirement Savings Plan. The tentative agreement is in recognition of a substantial savings in audit, actuarial and trustee fees.
- (c) Vision care is self-insured by the Company and administered internally. Employees are eligible to claim 75% to a maximum of \$375/single and \$500/family every two years. Further the Health Plan is amended with the deductible of \$50.00 per individual or to a maximum of \$100.00 per family per calendar year.

### 20.02 Annual Employee Benefit Statement

Annually, the Employer shall provide each employee with a detailed Employee Benefit Statement which shall outline, in clear, simple and concise terms, the benefits received and their cost, including sick leave and vacation credits, group life insurance, extended health and dental insurance, income maintenance, pension and all statutory benefits received by an employee.

## ARTICLE 21 - SICK LEAVE PROVISIONS

### 21.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, 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.

### 21.02 Amount of Paid Sick Leave

Sick leave shall be earned at the rate of one and one half (1 ½) days for every month an employee is employed.

### 21.03 Accumulation of Sick Leave

The unused portion of an employee's sick leave as of December 31, 1988 shall be carried forward for future benefit.

### 21.04 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that he/she was unable to carry out his/her duties due to illness.

Employee with more than four (4) 1 or 2 day uncertified sick leaves in any one 12-month period may be required to produce a medical certificate from a doctor for all future absences on sick leave which occur within the same 12-month period. For the purpose of this article, 12-month period shall be from January 1 to December 31.

### 21.05 Extension of Sick Leave

An employee with more than one (1) year of service who has exhausted his/her sick leave credits shall be allowed an extension of his/her sick leave to a maximum of fifteen (15) working days. Upon return to duty, the employee shall repay the extension of sick leave in full at the rate of one-half of the monthly accumulation. No employee shall have his/her services terminated by virtue of having exhausted his/her sick leave credits.

### 21.06 Sick Leave Records

Immediately after the close of a calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

## ARTICLE 22 - JOB SECURITY AND TECHNOLOGICAL CHANGE

### 22.01 Contracting-Out

The Employer agrees that no employee in the bargaining unit shall be laid off or suffer reduction of hours of work or benefits due to the contracting out of work.

### 22.02 Sale of Premises

It is further understood and agreed that nothing herein shall apply to the sale (or disposition) of the Employer's interest in the Saint John City Hall premises, or any part thereof, in which case the provisions of the Industrial Relations Act shall apply.

### 22.03 Deemed Contracting-Out

Any amendment to the Lease Agreements between the Employer and its existing tenants, which has the effect of transferring obligations between the Employer and such tenants to heat, clean or maintain the City Hall premises or any part thereof, shall be deemed to be a contracting-out within the meaning of this Agreement.

## ARTICLE 23 - JOB CLASSIFICATION AND RECLASSIFICATION

### 23.01 Changes in Classification

In the event that the job functions of any of the classifications set forth in Appendix "A" are altered or amended to a significant degree, the parties agree to negotiate appropriate changes to the wages or salary applicable to such classifications and failing agreement the matter may be submitted to arbitration under Article 13. The above shall also apply in the event that a new classification is created within the bargaining unit.

## ARTICLE 24 - PRESENT CONDITIONS AND BENEFITS

### 24.01 Present Conditions to Continue

All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this agreement, unless modified by mutual agreement between the Employer and the Union.

## ARTICLE 25 - UNIFORM AND CLOTHING ALLOWANCE

### 25.01 Supply of or Allowance for Work Clothes or Uniform

- (a) The Employer shall supply to all full-time male employees three (3) pairs of uniform trousers, three (3) uniform shirts, and one (1) pair of safety toe footwear annually.
- (b) Employees other than those described in Article 25.01 (a) shall receive a clothing allowance of \$150.00 and a footwear allowance of \$70.00 annually.
- (c) Each shift engineer shall be provided with one (1) pair of coveralls during the life of this Agreement (and replaced when required due to normal wear and tear).
- (d) The supply of the above clothing, boots and/or allowances shall be made in January of each year and coveralls during the first month after the signing of the Agreement.
- (e) While it is not a condition of employment, employees provided with the uniform clothing described in Article 25.01 (a) are encouraged to wear such clothing while performing their duties.

## ARTICLE 26 - COPIES OF AGREEMENT

### 26.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Employer shall provide copies of the Agreement to all members of the bargaining unit within thirty (30) days of signing.

## ARTICLE 27 - GENERAL

### 27.01 Plural or Feminine Terms May Apply

Whenever the singular, masculine, or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto is required.

## ARTICLE 28 - STRIKES AND LOCKOUTS

### 28.01 Strikes and Lockouts

The parties agree that there shall be no strike as defined in the Industrial Relations Act and no lockout as defined in the Industrial Relations Act as long as this Agreement remains in effect.

## ARTICLE 29 - TERM OF AGREEMENT

### 29.01 Duration

This Agreement shall be binding and remain in effect from January 1, 2005, to December 31, 2007 and shall continue from year to year thereafter unless either party gives to the other party notice in writing by October 1<sup>st</sup> in any year that it desires its termination or amendment.

### 29.02 Changes in Agreement

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

### 29.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, within the 90 days prior to the termination date, give notice in writing to the other party of the changes proposed. Within twenty (20) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

### 29.04 Agreement to Continue in Force

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

### 29.05 Retroactivity

Notwithstanding anything contained herein, this Agreement shall take effect from the date of signing and there shall be no retroactivity of any of the provisions contained herein; except that wage rates shall be retroactive to January 1, 2005.

APPENDIX A  
CLASSIFICATIONS AND WAGE RATES

	<u>3 %</u> <u>Effective</u> <u>Jan 1, 2005</u>	<u>2.75 %</u> <u>Effective</u> <u>Jan 1, 2006</u>	<u>2.75 %</u> <u>Effective</u> <u>Jan 1, 2007</u>
1. Assistant Chief Engineer	21.10	21.68	22.28
2. Shift Engineer	19.20	19.73	20.27
3. Day Porter	15.67	16.10	16.54
4. Cleaner	15.67	16.10	16.54
5. Spare Cleaner	15.67	16.10	16.54
6. Summer Student	15.67	16.10	16.54

APPENDIX B

HOURS OF WORK

1. Assistant Chief Engineer

Monday - Friday

8:00 a.m. - 4:30 p.m.

2. Shift Engineer

Day Shift

7:00 a.m. - 3:00 p.m.

Evening Shift

4:00 p.m. - 12:00 m.n.

3. Day Porter

Monday - Friday

7:30 a.m. - 4:00 p.m.

4. Cleaner

Monday - Friday

5:00 p.m. - 1:00 a.m.

5. Cleaner (Shoppes of City Hall)

Monday & Thursday

7:00 p.m. - 2:00 a.m.

Sunday, Tuesday, Wednesday & Friday

7:30 p.m. - 2:00 a.m.

6. Cleaner I (Regular Part Time)

Monday - Friday

4:30 p.m. - 10:30 p.m.

7. Cleaner II (Regular Part Time)

Monday - Thursday

5:00 p.m. - 10:30 p.m.

Friday

4:00 p.m. - 10:30 p.m.

8 Spare Cleaner

As required

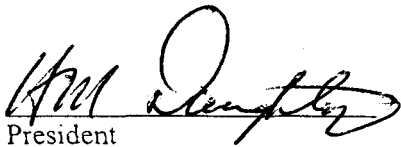
9 Summer Students

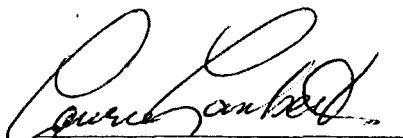
As per schedule of replaced employees.

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DATE: January 4 / 2005

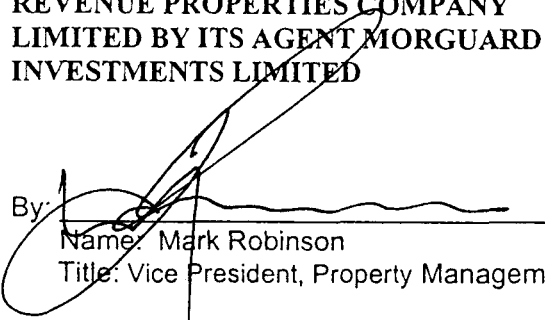
Signed on behalf of the  
Canadian Union of Public Employees  
Local 3102

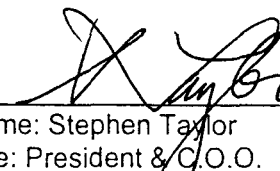
  
President

  
Secretary

OWNER:

REVENUE PROPERTIES COMPANY  
LIMITED BY ITS AGENT MORGUARD  
INVESTMENTS LIMITED

By:   
Name: Mark Robinson  
Title: Vice President, Property Management

By:   
Name: Stephen Taylor  
Title: President & C.O.O.