

2012 - 2014 WORKING 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
UNION NO. 486, C.L.C.
(hereinafter referred to as the "Union")**

*Approved as to
form & legality
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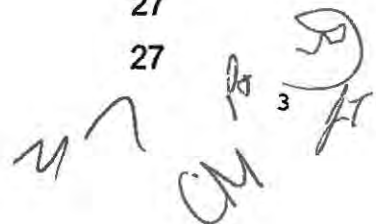
LOCAL 486 CONTRACT

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THIS AGREEMENT made and entered into this 29th day of October, A.D., 2012.
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 NO. 486, C.L.C., hereinafter referred to as the "Union", of the second part.

WHEREAS the parties hereto had entered into a 2008-2011 Working Agreement (hereinafter the "2008-2011 Working Agreement") dated the 22nd day of July, 2008 which expired on the 31st day of December 2011; and

WHEREAS prior to the expiry of the 2008-2011 Working Agreement discussions had taken place between the the City of Saint John and the Union as a result of proposed changes to the *City of Saint John Pension Act*, S.N.B. 1994, c. 112, as amended; and

WHEREAS the Employer and the Union had agreed as a result of the aforesaid discussions on revisions to the 2008-2011 Working Agreement to be applicable during the two-year period following its expiry; 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:

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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 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 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 Working 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.

ARTICLE 2 RECOGNITION

2:01 **Sole & Exclusive Bargaining Agent**

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The Employer, or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees, Local No. 486, C.U.P.E. 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 N.B. Industrial Relations Board, to C.U.P.E. Local No. 486 during the term of this 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 Agreement.

2:02

Placement of New Positions

Clerical or technical positions created during the term of the 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.

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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.

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RT

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 discriminatory manner nor in a manner which is inconsistent with the expressed provisions of this 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 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 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 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.

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4:03 **Union Co-Operation**

The Union agrees to co-operate 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 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.

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5.03(c) **Severance Payment**

A permanent employee who is permanently layed off with no right of recall will be entitled to severance pay on the following basis: two (2) weeks of regular pay for each completed year of continuous service pro-rated, to a maximum of thirty (30) weeks.

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

6:01 **Monthly Deductions & Rand Formula**

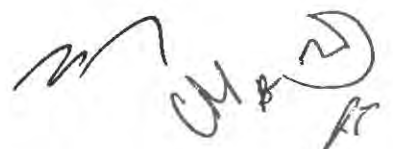
The Employer shall deduct from every employee covered by this Agreement who is on the active payroll, monthly dues and/or assessments determined and levied in accordance with the Union's Constitution, By-Laws and Amendments thereto, copies of which shall be supplied to the Employer. In accordance with 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 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.

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 Agreement is in effect and with the conditions of employment set out in this and other Articles.

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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.

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.

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ARTICLE 9 REPRESENTATION BY UNION

9:01 Proper Authorization

With respect to matters arising out of this 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.

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.



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ARTICLE 10 SENIORITY

10:01 Seniority Defined

Seniority for the purpose of this 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 agreement.

10:02 Seniority List

The Employer agrees to furnish a seniority list of all employees covered by this 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.

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Time limits for job posting shall be as follows:

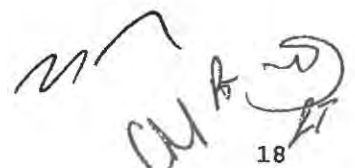
- 11:01(a) All vacancies shall be posted within twenty-five (25) working days following the vacancy arising.
- 11:01(b) Closing date for all job postings shall be fifteen (15) days following the date of posting.

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) An employee appointed to a permanent position shall have up to fifteen (15) 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 Manager of Human Resources 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.



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11:03

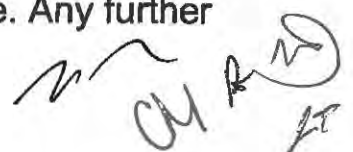
Probation Period – New Employees

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. During the probation period, employees shall be entitled to all rights and privileges of this Agreement.

11:04

Method of Making Appointment to Temporary Assignments

- a. Temporary assignments are used to augment the establishment. A temporary assignment is utilized to fill a temporary position that is not included in the establishment. The term of all temporary assignments will be included in the posting. Applications will be accepted from employees within the same position classification as detailed in Schedule A.
- b. Temporary Assignments of two months or less in length shall be filled by the senior qualified employee within the department or by a casual employee. With respect to this provision only, the required education as defined in the job description shall not be a determining factor.
- c. Temporary assignments of two to four months in length shall be offered to the senior qualified employee within the department. If not filled within the department, the City will issue an expression of interest, for a period of two days, throughout the organization for the temporary assignment. This position shall be awarded to the senior qualified employee. Any further vacancies as a result of the temporary assignment may be filled with a casual employee.
- d. Temporary assignments of four to six months shall be posted for a period of seven days throughout the organization. The senior qualified applicant shall be awarded the assignment. The resultant vacancy shall be offered to the senior qualified employee within the department. If not filled within the department, the City will issue an expression of interest, for a period of two days, throughout the organization for the temporary assignment. This position shall be awarded to the senior qualified employee. Any further

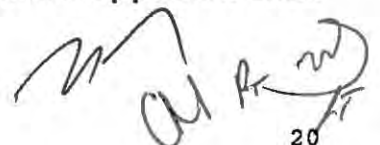
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vacancies as a result of the temporary assignment may be filled with a casual employee.

- e. Temporary assignments of six months or longer are subject to mutual agreement between the Union and the Employer.
- f. The term of a temporary assignment may be extended by mutual agreement of the Union and the Employer.
- g. An employee can be removed from a temporary assignment and returned to their former position if found to be unsatisfactory by their Manager or Department Head. If such action is taken within six (6) months of the original posting for the assignment, the Department Head shall have the sole discretion in assigning the next senior qualified applicant to the job. In all other cases the assignment shall be re-posted.

11:05 **Method of Making Appointments to Acting Assignments**

- a. An acting assignment is utilized to fill a temporary vacancy in a position that is included in the establishment. The term of all acting assignments will be included in the posting. Applications will be accepted from employees within the same position classification as detailed in Schedule A.
- b. Vacancies of two months or less in length shall be filled by the senior qualified employee within the department or by a casual employee. With respect to this provision only, the required education as defined in the job description shall not be a determining factor.
- c. Acting assignments of two to four months in length shall be offered to the senior qualified employee within the department. If not filled within the department, the City will issue an expression of interest, for a period of two days, throughout the organization for the acting assignment. This position shall be awarded to the senior qualified employee. Any further vacancies as a result of the acting assignment may be filled with a casual employee.
- d. Acting assignments of four to twelve months shall be posted for a period of seven days throughout the organization. The senior qualified applicant shall



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be awarded the assignment. The resultant vacancy shall be offered to the senior qualified employee within the department. If not filled within the department, the City will issue an expression of interest, for a period of two days, throughout the organization for the acting assignment. This position shall be awarded to the senior qualified employee. Any further vacancies as a result of the acting assignment may be filled with a casual employee.

- e. Acting assignments of twelve months or longer in length are subject to mutual agreement between the Union and the Employer.
- f. The term of an acting assignment may be extended by mutual agreement of the Union and the Employer.
- g. An employee can be removed from an acting assignment and returned to their former position if found to be unsatisfactory by their Manager or Department Head. If such action is taken within six (6) months of the original posting for the assignment, the Department Head shall have the sole discretion in assigning the next senior qualified applicant to the job. In all other cases the assignment shall be re-posted.

11:06 **Casual Employees**

11:06(a) Casual employees shall not be subject to the terms of this agreement except for Article 6 - Union Dues, Article 21:15 Sick Leave Plan Accumulation – Casual Employees and Schedule “B” - Salary Table.

11:06(b)

1. Casual employee may be employed in any temporary or acting assignment for which a permanent employee was not appointed as a result of the selection procedures outlined in Article 11:04 and 11.05.
2. Should the term of a temporary or an acting assignment be extended by mutual agreement of the Union and the Employer as per 11:04 (f) and 11.05 (f), the casual employee's assignment will be automatically extended for the same period.

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3. Casual employees hired in a group 3 position shall be paid at a group 1 level.

11:07

Performance Appraisals

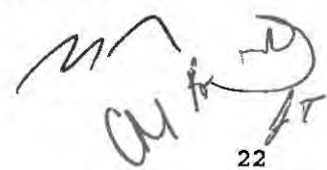
1. On January 01, 2009, the Employer, in consultation with the Union, will implement a performance appraisal system that provides a framework for positive and constructive communications between an employee and their supervisor regarding the employee's job performance.
2. The performance appraisal system 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.

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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 Agreement, an effort shall be made to settle the dispute in the following manner:

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.

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STEP 4:

(i) Failing satisfactory settlement within ten (10) days after the dispute was submitted under Step 3, the Union may, subject to the provisions of (ii) hereof, make application to Common Council in writing, stating the grievance concerned and requesting a hearing before Common Council. A hearing shall be granted at the next regular meeting of Common Council following the presentation of the application.

(ii) Common Council may designate one or more members of Council as a Grievance Board for the purpose of receiving applications for a hearing, conducting hearings and disposing of grievances at this step. Where a Grievance Board has been designated, it shall conduct a hearing within ten (10) days of a request thereof.

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 by-passed. 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.

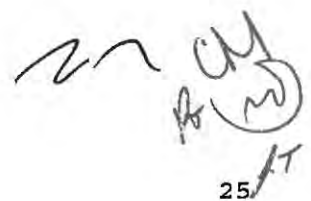
12:06 **Effective Date of Award**

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.

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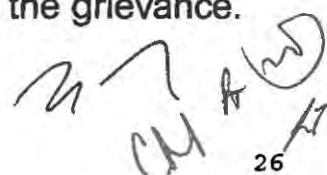
12:07 **Grievance Resolution Process – Mediation**

- 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 Advanced Education & 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.



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- 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 Advanced Education 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.

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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 Common Council or Grievance Board, 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 Advanced Education & 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 Agreement. However, the Arbitrator shall not have the power to alter, modify nor amend this 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.



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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 Agreement and every person on whose behalf the Agreement was entered into shall comply with the provision for final settlement and give effect thereto.

13:06 **No Grievance Shall be Deemed Invalid**

No grievance under this 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.

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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 & Re-Instatement**

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.

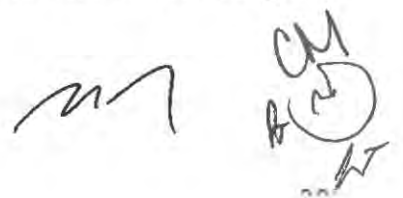
ARTICLE 15 HOURS OF WORK AND OVERTIME

15:01 **Hours of Work**

15:01(a) Employees covered by this agreement will work a maximum of 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 weeks' notice shall be given for a change in the schedule. The minimum notice may be less than two weeks if mutually agreed between the manager and the employee(s) affected by the change.

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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 work week 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 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).

15:01(d) A lunch break of a minimum of 30 minutes to a maximum of 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) 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;



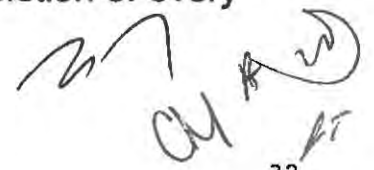
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2. The employer and the employee are bound to the hours established and cannot make changes unless mutually agreed;
3. A permanent full time employee and the manager may agree to reduce the number of hours worked in the calendar year (i.e., less than 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 act.


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15:02 **Overtime**

- 15:02(a) Overtime shall be paid at one and one half (1 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 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 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 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) Overtime leave at the same overtime rate may be taken in lieu of payment for overtime by mutual agreement of the employee and employer, provided that the request for such leave is in writing.
- 15:02(f) Should an employee work the required 1820 regular hours and agrees to be scheduled to work additional hours they shall be paid at time and one-half 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

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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 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 7 hours pay at the regular rate or receive 7 hours compensatory time off for each week on-call. The appropriate manager will determine whether the employee will receive pay or time off.

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 calls on unrelated incidents within any sixty (60) minute period.

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ARTICLE 16 JOB CLASSIFICATION AND TRANSFERS

16:01 Classification Schedule

For purposes of salary administration the positions covered by this agreement shall be assigned to one of nine salary groups as detailed in Schedule "A".

16:02 Classification of 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 Working Agreement. The Employer shall provide a job description for the position.

After meeting with the Union, the Employer will allow ten (10) days for further discussion with the Union before the new position is posted or advertised.

The grouping for the position shall be subject to discussion between the Employer and the Union. 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.

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.

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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 agreement.

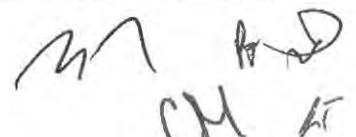
17:02 **Incremental Increases**

An employee shall be entitled to increments as follows:

- (a) 1/2 after six months of appointment.
- (b) an additional 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 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 half of a scheduled shift. Should an employee

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

17:04 **Shift Differential**

An employee shall receive a shift differential premium of \$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.

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**

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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.

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 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 beyond the end of the period, for which they have been paid under the terms of the "Vacation Pay Act", shall be granted seventy (70) hours' vacation with pay.

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

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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 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.

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's 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 =

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2% of gross annual earnings

Commencement of 16th year & including 19th year =

2.5% of gross annual earnings

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.

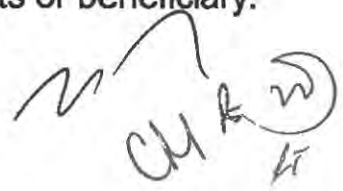
Employees covered by this Agreement, hired after July 7, 1992, will not be eligible for Long-Service Pay, now or in the future.

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.

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An employee may, after July 1st, 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.

ARTICLE 21 EMPLOYEE BENEFITS

21:01 Group Life Insurance

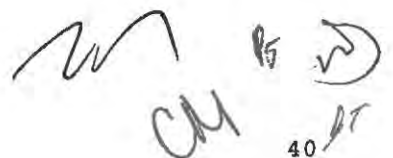
The Employer agrees to pay 75% of the premium for a Group Life Insurance and Accidental Death and Dismemberment Plan for permanent employees with the employee paying the remaining 25%.

21:02 Medical, Health and Dental Plans

The Employer agrees to contribute 75% and the Employee agrees to contribute 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 75% and the Employee agrees to contribute 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

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making mutually agreed changes that, from time to time, are deemed appropriate.

The City 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 City 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.

In the event that appropriate changes cannot be agreed upon or are not of sufficient nature to reduce costs to within current contribution levels than 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.

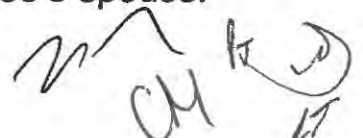
For clarification and continuity, it is understood that the plan design and benefits that exist under the terms of the collective agreement expiring on December 31, 1998 shall continue subject to the above.

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

The Union is liable for 100% of the accumulated plan deficit up to January 01, 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.

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Current employees presently not participating in the plan will be eligible to enter the plan provided they register no later than December 31, 2008.

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.

21:03

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.

For routine examinations by physicians, chiropractors, or dentists, or routine visits unless as a result of a previous illness every employee shall be entitled to up to 10.5 hours per year **not** to be deducted from sick leave benefits.

21:04

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 1400 hours.

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21:05(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.

21:05(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 a family member as defined in Article 23:01(b). Employees may be required to certify the absence.

21:06 **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.

21:07 **Sick Leave During Leave of Absence and Lay-Off**

When an employee is laid off on account of lack of work or is granted an approved leave of absence, 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

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duty. In the event the layoff period is longer than six (6) months, the credits do not apply.

21:08 **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 pro-rated from the date of return to active service.

21:09 **Sick Leave Bank**

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

A four 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 Union 486, C.U.P.E. and the City shall consist of two representatives from the Union and two 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.

21:10 **Back to Work Committee**

A Back 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. Those employees on long term sick leave will undergo an independent medical assessment every 6 months.

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21:11

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.

Only employees with more than one year's continuous service shall be eligible for an allotment from the Sick Leave Bank. In the event an employee becomes totally disabled, as signified by a medical certificate, they shall be referred to the Pension Board. In the event an employee is absent for 120 working days in a 12 month period they shall be assessed by a medical doctor and shall provide medical documentation in a standard form as detailed in Schedule "D".

Such employees may be granted sick leave from the Bank upon the approval of the Union Sick Leave Bank Committee and the City 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 City of Saint John will not exceed 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.

21:12

Sick Leave Records

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

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21:13 **Military Leave**

21:13(a) Any employee who qualifies for acceptance by the CAF (Reserves) shall be entitled to time off with full pay and benefits up to a maximum of 14 consecutive calendar days per annum for Reserve Training. This training time shall be in addition to holidays contained in this Collective Agreement.

21:13(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 City and the Department of National Defense.

21:14 **Sick Leave and Military Leave Schedule**

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

21:15 **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

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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.

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

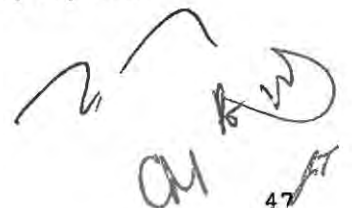
22:03(a)(ii) A change in the Employer's method of operation that is directly related to the introduction of said equipment or material.

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:



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- (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.

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 father, mother, spouse, son, daughter, brother, sister, father-in-law, mother-in-law or legal guardian up to a maximum of three 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 grandparents, sister-in-law, brother-in-law, or child of a brother or sister, an employee shall be entitled to two shifts off with pay.

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23:01(c) In the event of death of any member of the bargaining unit, the President or an appointee and one other member of the Union shall be granted paid leave of one shift for the purpose of attending the funeral and to pay last respects to the deceased.

23:01(d) One full shift of leave shall be granted without loss of salary or wages to attend a funeral as an active pallbearer.

23:02 **Emergency Leave**

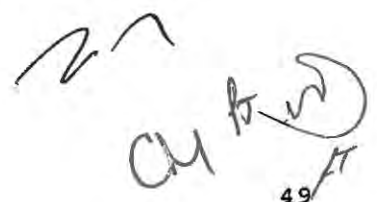
An employee may be granted up to five (5) shifts off without loss of pay, in the event they are left homeless due to fire, flood, or any act of God, subject to the approval of the Manager concerned.

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.

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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

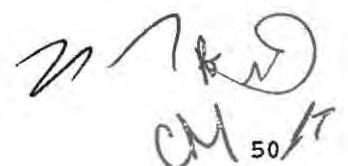
23:04(c) Self Funded Leave

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 years, for a period of not less than five weeks and up to and including one year. The City of Saint John will hold a portion of an employee's salary for a specified 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 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 former position. If the former position no longer exists, he 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.


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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 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.

23:08(a) **Maternity Leave**

Maternity leave shall cover a period of 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.

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- 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.

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.

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.

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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 70 hours vacation. Such days shall accumulate at the Employee's normal rate of vacation earned.

23:09 **Court Duty**

When an employee is on jury duty or called as a witness in City 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.

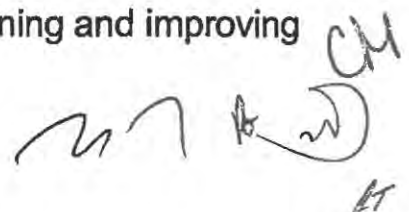
23:10 **Christmas Leave**

An employee may request an unpaid leave absence, hereinafter referred to as Christmas Leave, between December 20 and January 7 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 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 co-operate in maintaining and improving where necessary safety measures now in effect.

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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 appropriate manager, the Employer agrees to reimburse employees engaged in field work a maximum of \$70.00 per annum for the purchase of CSA - approved safety shoes/boots equipped with safety toe feature upon presentation of receipt for same. Such footwear must be worn, where necessary, as a condition of employment.

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.

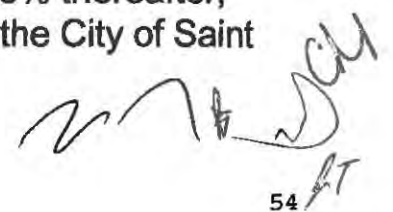
24:02 **Injury on Duty**

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 80% of their pre-accident net earnings at the prevailing rates for the first 39 weeks from the day of the injury and 85% thereafter; subject nevertheless, in case of injury, to the provisions of the City of Saint

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John Pension Act, provided they have complied with subsection 24:02(a) above. All payments will comply with Section 38.2(2.2) of the Worker's 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 the Workplace Health, Safety and Compensation Commission in lieu of weekly pay shall be paid by the Workplace Health, Safety and Compensation Commission 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 Unemployment Insurance deductions.

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.

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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 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 Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Employer shall bear 50% of the cost of printing 300 copies of the 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.

25:04 Correspondence

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

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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 Agreement, the same shall be deemed to apply to their designate(s) in that particular context.

25:06 **Benefit to City**

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 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 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.

25:09 **Access to Personnel File**

Employees wanting to view their personnel files shall request in writing to the Manager of Human Resources. The employee may view files and may make photocopies in the Human Resources Division of Corporate Services. 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

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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 AGREEMENT

26:01 **Notification to Bargain**

This Agreement shall take effect and be binding on the Employer and Union for the period from January 1st, 2012 to December 31st, 2014, inclusive, and shall remain in force for successive periods of twelve months thereafter, unless either party requests negotiation of a new or replacement Agreement by giving 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 Agreement**

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

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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

**CANADIAN UNION OF PUBLIC
EMPLOYEES SAINT JOHN CITY HALL
EMPLOYEES LOCAL NO. 486, C.L.C.**



President



Recording Secretary



Witness





SCHEDULE "A"

Position Classifications by Salary Group

Group 1

Casual Administrative Assistant

Group 2

Group 3

Administrative Assistant

Group 4

Administrative Assistant

Executive Assistant

Finance Clerk

Information Systems Assistant

Purchasing Clerk

Technician I

Group 5

Administrative Assistant

Customer Services Specialist

Finance Clerk

GIS Technician

Systems Specialist

Technician II

Traffic Technician

Group 6

Administrative Assistant

Buyer

Chemical Technologist

Facility Management Technologist

HTE Training Coordinator

Mechanical Engineering Technologist

Municipal Engineering Technologist

Network Specialist

Process Supervisor

Systems Administrator

Technical Services Inspector

Group 7

Accounting Supervisor

Administrative Assistant

Application Specialist

Community Services Coordinator

Facility Management Technologist

Finance Clerk

GIS Technologist

Leisure Services Coordinator

Mechanical Engineering Technologist

Municipal Engineering Technologist

Network Specialist

Planning Technologist

Plumbing Inspector

Systems Specialist

Technical Services Inspector

Traffic Technologist

Web Specialist

Group 8

Accounting Supervisor

Administrative Assistant

Assistant Purchasing Agent

Chemical Technologist

Corporate Projects Coordinator

Facility Management Technologist

Leisure Services Coordinator

Mechanical Engineering Technologist

Municipal Engineering Technologist

Network Specialist

Payroll Administrator

Technical Services Inspector

Group 9

Accounting Supervisor

Heritage Architect/Analyst

Insurance and Claims Officer

Leisure Services Coordinator

Network Specialist

Pension Plan Administrator

Plans Examiner

Visitor Services Coordinator

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SCHEDULE "B"
SALARIES

	January 1, 2012		January 1, 2013		January 1, 2014	
	Annual Increase: 0%		Annual Increase: 0%		Annual Increase: 2.9%	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Group 1	29,299	32,078	29,299	32,078	30,149	33,008
Group 2	32,822	36,001	32,822	36,001	33,774	37,045
Group 3	36,344	39,914	36,344	39,914	37,398	41,072
Group 4	39,867	43,829	39,867	43,829	41,023	45,100
Group 5	43,395	47,743	43,395	47,743	44,653	49,128
Group 6	47,309	52,098	47,309	52,098	48,681	53,609
Group 7	51,225	56,452	51,225	56,452	52,711	58,089
Group 8	55,143	60,801	55,143	60,801	56,742	62,564
Group 9	59,055	65,149	59,055	65,149	60,768	67,038

INCREMENTS - For the purpose of Article 17 of this 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, 2012.

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SCHEDULE "C"

ADMINISTRATIVE/SUPERVISORY/PROFESSIONAL STAFF (NON-UNION)

Administrative Assistant/Secretary to the Mayor	H.R. Records Analyst
Administrative Assistants to City Manager	Heritage Planner
Administrative Officer (Fire)	Human Resources Administrator
Assistant Common Clerk	Labour Relations Officer
Assistant Comptroller	Legal Secretary
Assistant Directors	Legal Stenographer
Assistant Engineers	Management Services Engineer
Assistant Superintendents	Manager, Building Maintenance
Benefits Officer	Manager, Civic Public Relations
Budget Control Officer (Municipal Operations)	Manager, Development Control
Budget Officer	Manager, Human Resources
By-Law Enforcement Officer	Manager, Policy Planning
Chief Engineer, Operations (Works)	Manager, Public Affairs
Chief Engineer, Water & Sewerage	Manager, Public Safety Communications Centre
Chief, Development Control & Assistant	Manager, Visitor Bureau
Development Officer	Mechanical Supervisor
Chief, Technical & Inspection Services/Building	Occupational Safety Officer
Inspector	Operations Engineer
City Manager	Personnel Officer I
City Solicitor	Personnel Officer II
Clerk Typist (Personnel)	Personnel Records Clerk
Clerk-Typist (Labour Relations)	Planner II
Commissioners	Planner III
Common Clerk	Project Engineer
Comptroller	Property & Appraisals Officer
Data Processing Manager	Purchasing Agent
Deputy Building Inspector	Real Estate Appraisal Officers
Deputy City Manager	Registered Land Surveyor
Deputy Commissioners	Rehabilitation Services Officer
Deputy Common Clerk	Secretary 1 (Personnel)
Deputy Fire Chief	Senior Project Engineer
Deputy Market Clerk (Community Services)	Senior Transportation Policy Advisor
Design Engineers	Solicitors I, II, III
Directors	Staffing Assistant
District Chiefs	Staffing Officer
Employment Relations Officer	Stenographer 1 (Personnel)
Executive Assistant to the Mayor	Superintendents
Executive Secretary to City Manager	Systems Manager
Fire Chief	Technical Services Engineer
General Foreman	Tourist Officer
H. R. Administrative Clerk	Traffic Engineers

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SCHEDULE "D"

MEDICAL CERTIFICATION

Date

Employee Name
Address

Employee Name:

As per Article 21:10 – Sick Leave Bank Allotments, I am requesting that, as soon as possible, you contact your physician, Dr. _____, for medical documentation containing a response to the following:

- (a) describe the nature of the employee's condition in order to substantiate why the employee can or cannot return to work;
- (b) advise of the probability of the employee returning to work in the employee's permanent position;
- (c) if such a return is anticipated, the date that it will occur; and
- (d) advise as to the duties or types of work that the employee would be capable of performing.

This information must be provided prior to approving your most recent absence and as such, it must be provided within ten (10) working days.

Yours truly,

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SCHEDULE 'E'

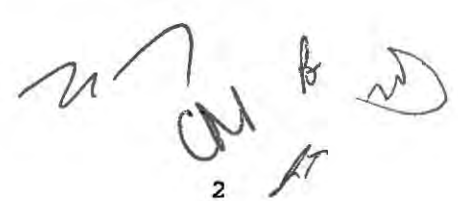
Employees Entitled to Payment as per MEMORANDUM OF AGREEMENT NO. 6
Payment in Lieu of \$5000.00 Group Life Insurance for Retirees

1. The \$2000 payment for the following employees will be issued on July 31, 2008

SMITH, Maureen KNIGHT, Peter CURBISHLEY, Stephen ROONEY, Barbara O'TOOLE, David HEWEY, Ronald MCINTYRE, Robert STANTON, Glenn MOLLOY, Jerome SOMERVILLE, David	FITZPATRICK, Mary BENT, Patrick LINGLEY, Allan MCLAUGHLIN, John ELLEFSSEN, John FERRAR, Jacqueline HENNEBERRY, Jackie FLOWER, Mary BABINEAU, Rosemary	MCKINNON, Deborah MACDONALD, Elaine COOK, Alice CALVIN, Cynthia DENTON, Lorraine VERNER, Lori J. MACDONALD, Krista EDISON, Jr., Charles FREEZE, Barry LEBLANC, Emery HAMILTON, Robert
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2. The \$2000 payment for the following employees will be issued on July 31, 2009

CHAN, Annie SARGENT, Ellen MCINTYRE, Kelly NAVES, Kathy GAUVIN, Sherry DUPUIS, Pamela WATSON, Kevin SENNA, Margaret MCBRIEN, Milford CORMIER, Bernard ROSS, Sharon	PEACOCK, Gisele JUDGE, Valerie GREGG, Sandra MASON, Sherry WRIGHT, Michelle RICHARD, Dawn PHINNEY, Allan POWELL, Beverley FISHER, Donna HAWKINS, Paula LEWIS, Ann Marie LEVESQUE, Angela	SMITH, Allan BUCKLEY, William JOHNSON, Paul MCCARTHY, Pat JACKSON, Pam BRIDGEO, Helen CUNNINGHAM, Sherry GRANGER, John LOCKHART, Lynda ARMSTRONG, Richard MAHANEY, Rodney
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2

3. The \$2000 payment for the following employees will be issued on July 31, 2010

SLADER, Mark WILLIAMS, Evelyn WOODHOUSE, Paul KILPATRICK, Daryl BLIZZARD, Cindy STEWARD, Kimberley CHAN, Vincent	DUKE, Tamara O'HEARN, Mark KAINE, Lynne CAMERON, Heather CARROLL, Paula	WALSH, Nancy WOOD, Holly A. KING, Deborah BELTRANDI CHOWN, J. LYMBURNER, Dawn CARLETON, Julie TIBBITS, Kelly KINGSTON, Stephen
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4. The \$2000 payment for the following employees will be issued on July 31, 2011

CUMMINGS, Sally GRAVES, Richard MCLEOD, Christa FARREN, Paul CUTLER, Greg SIMMS, Kirk BELANGER, Kathy	PORTER, Tiffany KANE, Andrea MOSHER, Jennifer JENSEN, Lori MORRISON, Mark BERUBE, Darryl FORAN, Patrick GERAWH, Randy GORMAN, Lois	UNDERWOOD, Scott BARTON, Jason MAZEROLLE, Mark TILLEY, Winona COUTURE, David BASQUE, Paul REID, Jennifer GAULEY, Jeff WHITE, John JAMES, Robert WOODS, Brian
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ADDENDUM 1

MOBILITY OF EMPLOYEES

**BETWEEN: The City of Saint John, N.B.
The Board of Police Commissioners for the City of Saint John
CUPE Local 486, City of Saint John City Hall Employees**

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.

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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 14th of January, 2002. MT

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

S. Walsh

Witness

[Signature]
Mayor

[Signature]
Common Clerk



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

[Signature]

Chair

Jacqueline Ferrar

Witness

[Signature]
Secretary

**CANADIAN UNION OF
PUBLIC EMPLOYEES
SAINT JOHN CITY HALL
EMPLOYEES LOCAL NO.
486, C.L.C.**

[Signature]

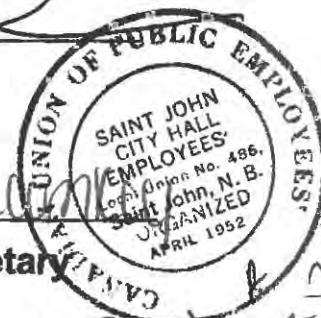
President

May Fitzpatrick

Witness

Cheryl McLeod

Recording Secretary



MEMORANDUM OF AGREEMENT NO. 1

Between

**The City of Saint John
("The Employer")**

And

**Local 486, Canadian Union of Public Employees
("The Union")**

SUBJECT: Job Classification

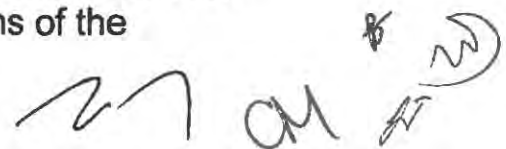
It is agreed that CITY OF SAINT JOHN and CUPE LOCAL 486, will jointly develop a Job Classification Plan. This development will employ a third party selected by the employer. This plan will be utilized to evaluate positions within the Bargaining unit. The City and the Union agree that a job evaluation of all positions will not occur prior to Jan 1, 2011.

It is agreed the parties will utilize a Committee to be comprised of up to five representatives and alternates from the Union and up to five representatives and alternates from the City of Saint John.

The purpose of the Committee will be to:

- undertake the appropriate and necessary training
- collect, verify, and analyze data about the positions through the use of a Questionnaire and the Job Description
- rate all jobs and recommend weights
- prepare a report of the results with recommendations on ratings, implementation and maintenance
- perform other related functions as determined by a majority agreement of the Committee

It is agreed that the parties to this agreement will utilize the interest based approach to ensuring that the recommendations of the

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Committee are implemented in a timely manner.

It is agreed that the current Maintenance Plan will be used until the parties agree on a new plan.

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 14th
day of January, 2008 *MA*

City of Saint John

[Signature]

Mayor

[Signature]

Common Clerk



Signed, sealed and delivered by the Local 486, Canadian Union of
Public Employees on the 14th day of January, 2008 *B CM*

Local 486, Canadian Union of Public
Employees

[Signature]

President

[Signature]

Secretary



MEMORANDUM OF AGREEMENT NO. 2

BETWEEN
THE CITY OF SAINT JOHN, NEW BRUNSWICK
"THE EMPLOYER"

AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 486
"THE UNION"

SUBJECT: ENTRY-LEVEL POSITIONS

It is agreed that as part of the 1999-01 Collective Agreement, between the **CITY OF SAINT JOHN** and **CUPE LOCAL 486**, there shall be entry-level positions for the following job classifications:

Administrative Clerk
Process Clerk
Finance Clerk
Engineering Services Technician
Traffic Services Technician
Community Services Coordinator
Technical Services Inspector
Financial Services Supervisor


These entry-level positions will be utilized as a means of providing effective on-the-job career development and will provide for growth in the individual's compensation levels as their skills and knowledge of the organization develop through a designed program.

It is anticipated that this program would be completed in three to five years and will include such things as job-related training, job rotation throughout the organization, on-going performance appraisals and increasing complexity of work assignments. Successful completion of the program would result in the individual moving to the next highest salary grouping for the position.

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Within three (3) months from the date that the Job Evaluation System is completed the parties will complete the detailed design of a program for progression within each of these entry-level positions.

It is agreed that the parties to this agreement will utilize the interest based approach to ensuring that the entry-level program is implemented in a timely manner.

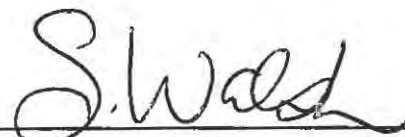
Dated this 14th day of January, 2002. ¹⁷ 

**SIGNED, SEALED AND DELIVERED
JOHN**

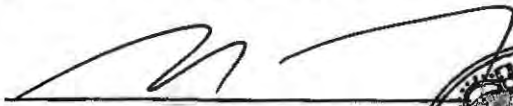
THE CITY OF SAINT


in the presence of:

("THE EMPLOYER")



Witness

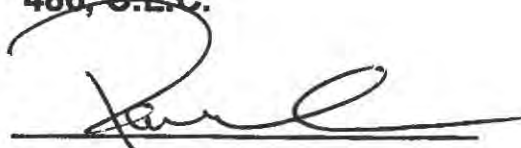


Mayor



Common Clerk



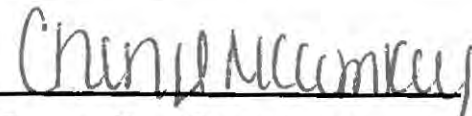
**CANADIAN UNION OF
PUBLIC EMPLOYEES
SAINT JOHN CITY HALL
EMPLOYEES LOCAL NO.
486, C.L.C.**



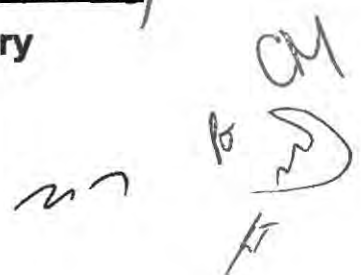
President



Witness



Recording Secretary



MEMORANDUM OF AGREEMENT NO. 3

**BETWEEN
THE CITY OF SAINT JOHN, NEW BRUNSWICK
"THE EMPLOYER"**

**AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 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 2 level are not eligible.

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

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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.

Handwritten notes and initials: "27", "AM", "B", "S", and "K".

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: accumulated on a pro-rated basis, based upon 17.5 hours per week.

Sick time: accumulated on a pro-rated basis, based upon 17.5 hours per week.

Statutory holidays: paid on a pro-rated 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 are 8.5% of gross earnings.

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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 14th day of January, 2004 *[Signature]*

City of Saint John

[Signature]

Mayor

[Signature]

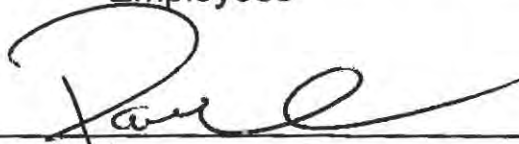
Common Clerk



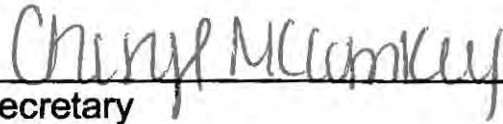
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Signed, sealed and delivered by the Local 486, Canadian Union of
Public Employees on the 14th day of January, 2004 ^{to CM}

Local 486, Canadian Union of Public
Employees



President



Secretary

27 CM
to (signature)
/T

MEMORANDUM OF AGREEMENT NO.4

Between

**The City of Saint John
("The Employer")**

And

**Local 486, Canadian Union of Public Employees
('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 bi-lingual imperative:

Department/Division	Position	Number
Finance	Administrative Assistant 4	3
Information Technology	Web Specialist	1
Leisure Services	Leisure Services Co-ordinator 7	1
Municipal Operations	Administrative Assistant 4	1
Municipal Operations	Engineering Services Technologist 8	3
Common Clerk	Entry Level Clerical Position	1
Police	Administrative Assistant 4	1
Fire	Administrative Assistant 6	1
Planning and Development	Administrative Assistant 5	1
Buildings & Inspections Services	Technical Services Inspector	1
Buildings & Inspections Services	Administrative Assistant 5	1

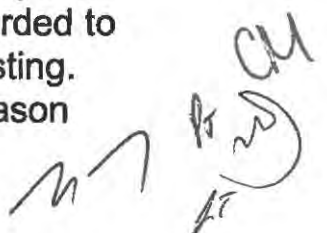
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m, B, CM, PD, AT

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, than Article 12, (Grievance Procedure) may be followed.

Permanent employees, as of January 01, 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 endeavor. 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

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during the training period the next senior qualified candidate will be placed in the position.

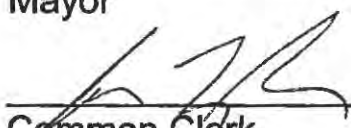
The employer may choose to fill the position with a bilingual casual employee for all or part of the period during which the permanent employee is participating in language training. This will be at the discretion of the department head.

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 14th day of January, 2008 ³ *FT*

City of Saint John


Mayor

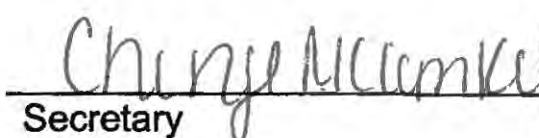

Common Clerk

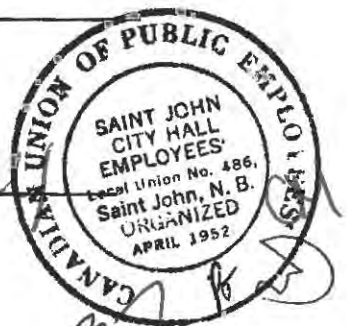


Signed, sealed and delivered by the Local 486, Canadian Union of Public Employees on the 14th day of January, 2008 ¹³ *CH*

Local 486, Canadian Union of Public Employees


President


Secretary



MEMORANDUM OF AGREEMENT NO.5

Between

**The City of Saint John
("The Employer")**

And

**Local 486, Canadian Union of Public Employees
(" The Union")**

SUBJECT: RETURN TO WORK PROGRAM

1. Each worker contributes to the effective delivery of services and to the overall success of the organization. Absences from duty as a result of illness or injury are costly and affect many, including workers, their families, managers, co-workers, health care providers, and the public we serve. The parties acknowledge the benefits of a timely return-to-work from illness or injury, and further recognize the importance of financial stability and support for employees absent from work due to illness or injury.
2. The Return-to-Work Program shall encourage employees absent from duty to focus on rehabilitation, help employees and managers understand their responsibilities related to return-to-work, and ensure full and constructive participation in the return-to-work process. It is the goal of the parties that employees absent from duty return to meaningful, safe and suitable employment as soon as it is appropriate to do so, preferably their pre-absence job.
3. A joint Return-to-Work Program shall come into effect on January 1st, 2008.
4. The following principles shall guide development and administration of the Program:
 - (a) Commitment to a culture of quality, wellness and timely

cm
for w
hr

return-to-work.

- (b) Joint responsibility for a timely return to meaningful, safe and suitable employment for employees absent from duty as a result of illness or injury.
- (c) Involvement of the worker in his/her rehabilitation and timely return-to-work.
- (d) Consensus based on interest-based principles and proactive, ongoing communication among partners in return-to-work.
- (e) Meaningful and productive work for returning employees that duly recognizes knowledge, skills and aptitudes.
- (f) Rehabilitation and gradual transition back to full regular or, when necessary, alternative duties.
- (g) Obligations, responsibilities and rights under the Workers Compensation Act and the Human Rights Act.

5. Return-to-Work Committee

- (a) A joint Return-to-Work Committee shall develop and guide the Return-to-Work Program. The RTW Committee shall be of equal representation; two members designated each by the Union and the City Manager, facilitated by Human Resources. Health care professionals deemed essential by the Committee may be utilized. Members should be knowledgeable of obligations and responsibilities associated with return-to-work, have an understanding of the challenges often experienced by workers in returning after an absence, and appreciate the benefits of return-to-work and the full range of costs associated with workplace absences.
- (b) The Committee shall: develop procedures and guidelines, including a standard attending physician's form; provide guidance for suitable alternate work assignments; communicate and promote the Program in the workplace; organize return-to-work teams for individual return-to-work plans; provide guidance and support to workers, management staff, case managers, health and other return-to-work professionals, including representatives of the Workplace Health, Safety and Compensation Commission (WHSCC); meet regularly and maintain a record of meetings; apply interest-based principles towards resolving any disputes that may arise; review and analyze data relevant to absences from duty; and recommend Program

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improvements. Members shall understand obligations, responsibilities and rights under the Workers Compensation Act and the Human Rights Act.

6. Return-to-Work Teams

(a) A return-to-work team shall be established to work with the employee who has been absent from duty for 70 consecutive working hours.

(b) A team shall include the employee, and one member designated each by the Union and the Department Head, and will be administered by a Case Manager (from Human Resources staff).

(c) Each return-to-work team shall:

- i. Develop the individual return-to-work plan for the employee;
- ii. Work proactively with the employee and health care professionals in the rehabilitation of the employee, including representatives of the WHSCC;
- iii. Encourage and support a timely, safe and healthy return to duty;
- iv. Ensure full dialogue with the employee and other stakeholders;
- v. Respect principles of confidentiality and need to know; and
- vi. Understand obligations, responsibilities and rights under the Workers Compensation Act and the Human Rights Act.

7. Occupational Medical Advisor (OMA)

The Return-to-Work Committee shall appoint an Occupational Medical Advisor (OMA) to objectively assess medical information to make recommendations for design of individual return-to-work plans, and to act as a liaison with the employee's attending physician to understand relevant restrictions or limitations. The OMA shall be knowledgeable of the Employer's and the Union's obligations and responsibilities concerning accommodation and return-to-work, as well as the various agencies and professionals available to assist in the return-to-work process.

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8. Training and Administration

- (a)** Members of the Return-to-Work Committee and RTW teams shall be required to participate in joint training to prepare them for their respective roles and responsibilities.
- (b)** Program design shall be documented in a City of Saint John business practice, with details and related procedures developed collaboratively by the Union and Management - with due recognition of specific obligations, responsibilities and rights under the Workers Compensation Act and the Human Rights Act.

9. Confidentiality and Authorization to Disclose

- (a)** The parties recognize individual rights regarding the confidentiality of employee medical information. Return-to-work procedures shall safeguard the confidentiality of that information with clear restriction to a need-to-know.
- (b)** The disclosure of relevant medical information to the Occupational Medical Advisor (OMA) is essential to the return-to-work process. Sharing information on restrictions, limitations and prognosis for return-to-work shall be the responsibility of the employee.

10. Outline of the RTW Process

- (a)** The need for return-to-work intervention is identified.
- (b)** The Return-to-Work Committee assigns a return-to-work team.
- (c)** The employee is informed and provided with a documentation package.
- (d)** Required documentation, including the attending physician's statement, is forwarded to the Occupational Medical Advisor.
- (e)** The OMA may request supplementary information from the attending physician to better understand response to treatment, limitations, restrictions, and prognosis for return-to-work.
- (f)** The OMA makes recommendations to the RTW Team and helps develop a return-to-work plan.
- (g)** RTW Team oversees the specific return-to-work plan for the employee.

CM
B
AT


- (h) The Case Manager coordinates and reports on the process.
- (i) The employee is successfully reintegrated into the workplace.

11. Once an employee enters a RTW program that requires partial work days, no deduction from sick leave will occur provided the employees comes to work as scheduled.


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 14th day of January, 2008 ¹³

City of Saint John



Mayor



Common Clerk

October 29 2012

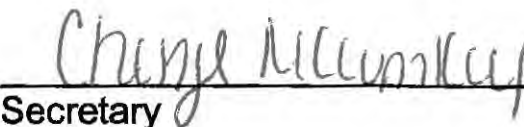
Date of Common Council resolution

Signed, sealed and delivered by the Local 486, Canadian Union of Public Employees on the 14th day of January 2008 ¹³ for CM

Local 486, Canadian Union of Public Employees



President



Secretary

CM
B
AT

MEMORANDUM OF AGREEMENT NO. 6

Between

**The City of Saint John
("The Employer")**

And

**Local 486, Canadian Union of Public Employees
("The Union")**

SUBJECT: GROUP LIFE INSURANCE POLICY FOR RETIREES

In lieu of a \$5,000 paid-up insurance policy upon retirement, all permanent employees who were employed by the City of Saint John on or prior to December 31, 2007 will receive a one time payment of \$2,000.

Only those employees identified in Schedule E will be entitled to payment and the payments will be issued based upon Schedule E.

In order to receive this payment those listed in schedule E must be an employee on the date the payment is issued.

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


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Signed, sealed and delivered by the City of Saint John on the 14th
day of January, 2008

13

City of Saint John


Mayor


Common Clerk

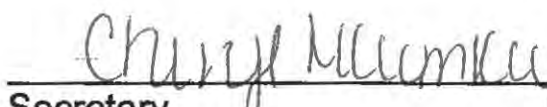


Signed, sealed and delivered by the Local 486, Canadian Union of
Public Employees on the 14 day of January, 2008

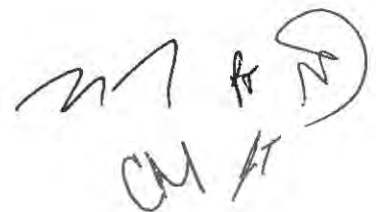
13 CM

Local 486, Canadian Union of Public
Employees


President


Secretary




CM AT