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2004 – 2007 WORKING AGREEMENT

BETWEEN

**THE BOARD OF POLICE COMMISSIONERS
FOR THE CITY OF SAINT JOHN, N.B.
"THE EMPLOYER"**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
SAINT JOHN POLICE SUPPORT STAFF
UNION NO. 486, C.L.C.
"THE UNION"**

LOCAL 486 CONTRACT

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LOCAL NO. 486

PREAMBLE:

THIS AGREEMENT made and entered into this ____ day of _____, A.D., 2004.

BETWEEN: THE BOARD OF POLICE COMMISSIONERS FOR 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.

The parties hereto covenant and agree to the following:

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.

ARTICLE 2

RECOGNITION

2:01

Sole & Exclusive Bargaining Agent

The Employer, or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees, Local 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.

2:03

Work of the Bargaining Unit

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

ARTICLE 3

MANAGEMENT RIGHTS

3:01

The Union recognizes and agrees it is the right of the Employer to operate and manage its business and direct its working forces in accordance with its business commitments and responsibilities, to hire, discharge, classify, transfer, promote, demote, discipline, suspend, or lay-off employees, and to establish and enforce reasonable rules and regulations governing the conduct of its employees. The employer agrees that these rights shall not be exercised in 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.

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.

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.

ARTICLE 7

RESOLUTIONS AND REPORTS OF BOARDS

7:01

Employer Shall Notify Union

The Employer agrees that any reports or recommendations made to Board of Police Commissioners 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 the Board of Police Commissioners 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.

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 or any other representative when dealing with grievance, or negotiating the Working Agreement with the Employer.

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 AND
TEMPORARY ASSIGNMENTS**

11:01

Job Postings

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

bulletin boards.

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

Time limits for job posting shall be as follows:

11:01(a) All vacancies shall be posted within twenty-five (25) working days following the vacancy arising.

11:01(b) Closing date for all job postings shall be fifteen (15) days following the date of posting.

11:02 **Method of Making Appointments to a Permanent Position**

11:02(a) Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in filling vacant and new positions, appointment shall be made of the applicant having the required ability and qualifications who is senior in service. 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 City of Saint John's 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.

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

Temporary Assignments

Temporary assignments are recognized as a means of deploying staff to projects/tasks with limited duration. Temporary assignments with a duration of more than six (6) months are subject to mutual agreement between the Union and the Employer. The term of a temporary assignment shall not be extended without agreement from the Union.

11:05

Method of Making Appointments to Temporary Assignments

Temporary assignments of less than 4 months shall first be offered to the senior qualified employee within the department.

Temporary assignments of four (4) months or more shall be posted

throughout the organization for a period of 7 calendar days. The applicant having the required ability and qualifications who is senior in service shall be awarded the assignment. Vacancies arising as a result of the temporary assignment of an employee may be filled by offering same to the senior qualified employee within the Department.

An employee can be removed from a temporary assignment and returned to their former position if found to be unsatisfactory by their Manager or Police Chief. 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 21:14 Sick Leave Plan Accumulation – Casual Employees and Schedule “B” - Salary Table.

11:06(b) Casual employees may be employed in a temporary assignment for which a permanent employee was not appointed as a result of the selection procedure detailed in Article 11:05.

ARTICLE 12 **GRIEVANCE PROCEDURE**

12:01 **Grievance Committee**

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

12:02

Notification to Employer

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

12:03

Grievance Procedure Steps

Where a difference arises between the Employer and an employee or the Union concerning the meaning or violation of this 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 Police Chief or designate.

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 the board of Police Commissioners in writing, stating the grievance concerned and requesting a hearing before the Board. A hearing shall be granted at the next regular meeting of the Board following the presentation of the application.

(ii) The Board may designate one or more members of its members 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 receipt of a request thereof.

12:04

Grievance Initiated at Police Chief'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.

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.
- 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.

12:07(c)(ix) The time limits set forth may be extended by mutual consent of the parties.

ARTICLE 13 **ARBITRATION**

13:01 **Time Limits of Arbitrator**

If a satisfactory solution is not found by the parties concerned within a period of seventeen (17) days from the date of the hearing with the Board of Police Commissioners 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.

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

Procedure & Notification to Parties

A permanent employee may be dismissed only for just cause and only upon the authority of the Police Chief. A Division Manager may suspend an employee, but shall immediately report such action to the Police Chief. 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 Police Chief, in writing, of the reason(s) for the suspension or dismissal.

14:02

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.

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.

15:01(c)

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

Where the efficient and effective delivery of service requires a workweek beyond the timeframes noted in Article 15:01(b) schedules can be modified with mutual agreement between the Union and the Employer.

In revising schedules the following conditions shall apply:

1. Employees will be eligible for two 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;
 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.

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.

15:03 **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.

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".

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 provides the City value and respects the integrity of the employee until such time as a vacancy becomes available.

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 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

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:

Effective January 1, 2004

Upon completion of:

- a) 2 years' continuous service – 105 hours
- b) 10 years' continuous service – 140 hours
- c) 12 years' continuous service – 147 hours
- d) 14 years' continuous service – 154 hours
- e) 16 years' continuous service – 161 hours
- f) 18 years' continuous service – 168 hours
- g) 20 years' continuous service – 175 hours
- h) 22 years' continuous service – 182 hours
- i) 24 years' continuous service – 189 hours
- j) 26 years' continuous service – 196 hours
- k) 28 years' continuous service – 203 hours
- l) 30 years' continuous service – 210 hours
- m) 32 years' continuous service – 217 hours
- n) 34 years' continuous service – 224 hours

Effective January 1, 2007

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) 25 years' continuous service – 210 hours
- e) 30 years' continuous service – 245 hours

For purposes of vacation selection a shift shall equal seven (7) hours.

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.

In addition to the above vacation periods, each employee who has completed one year of continuous service shall be entitled to seven (7) hours as a floating holiday, to 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.

19:03

Vacation Pay Advance

Vacation pay advance as well as an employee's weekly pay shall be deposited in the bank of the employee's choice no later than 8:00 a.m. each Thursday. The employee shall notify the City of the bank and account number.

ARTICLE 20

LONG-SERVICE PAY AND RETIREMENT PAY

20:01

Long Service Pay

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

Commencement of 4th year & including 7th year =

1% of gross annual earnings

Commencement of 8th year & including 11th year =

1.5% of gross annual earnings

Commencement of 12th year & including 15th year =

2% of gross annual earnings

Commencement of 16th year & including 19th year =

2.5% of gross annual earnings

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.

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%.

Upon retirement employees shall receive a \$5,000.00 paid-up insurance policy from the Employer.

21:02

Medical, Health and Dental Plans

The Employer agrees to pay \$43.30 towards the cost of monthly premiums for single coverage and \$94.04 for family coverage, as applicable, for the present employees' health coverage. The employee shall pay the remainder of the cost of monthly premiums.

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 pay \$54.30 towards the cost of monthly premiums for the present dental plan coverage for all permanent employees. The employee shall pay the remainder of the cost of monthly premiums. The dental plan is compulsory for all employees except where an employee has better coverage through his or her spouse. Any employee who is not a participant under the dental plan shall not be entitled to a cash payment in lieu of the Employer's contribution to the premium.

Within ninety (90) days the parties agree to identify health and dental plan options and to make changes to the plans and or carrier, including benefit levels, or any other agreed changes as required to limit the total cost to the available premium revenue.

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

are deemed appropriate.

In the event that appropriate changes cannot be agreed upon, the union agrees to implement necessary changes designed to limit total costs to available premium revenue within sixty (60) days of any notice of premium increase by the carrier. The City agrees to assist the Union by implementing the administrative and/or design changes necessary to ensure the premiums meet the full cost of the plan.

In any event, upon implementation of the above noted rates, the employer premium contribution shall be fixed and will not exceed the above noted amounts nor shall the employer be liable for any deficit in the plan as a result of employee claims exceeding premiums paid.

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.

The above rates shall come into effect on the earlier of January 1, 1999 or some other mutually agreed date.

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

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.

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 twenty one (21) 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.

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 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 Sick Leave Bank Committee shall consist of two representatives from CUPE Local 486 and two from the City of Saint John.

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.

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.

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 Employer and the Department of National Defence.

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 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:

(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.

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.

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 Police Chief. Upon approval by the Police Chief, such leave of absence shall be granted.

23:04 **Special Leave**

23:04(a) Up to five (5) weeks unpaid leave of absence shall be granted at the employee's request once every four (4) years, providing the employee has completed at least four (4) years' continuous service to earn entitlement. Such special leave shall be taken at a mutually agreed upon time. Such request shall be made in writing by the

employee to the department head not later than two (2) months prior to commencement of the leave.

23:04(b) Time off with pay shall be granted for the following:

Employee's Marriage - one (1) shift

Birth of Child - one (1) shift

Adoption of Child - one (1) shift

23:05 **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 therefrom or incidental thereto. Such employee shall suffer no loss for time so spent.

23:06 **Union Conventions and/or Seminars**

Leave of Absence with pay and without loss of seniority shall be granted for the necessary time off to a maximum aggregate of twenty (20) shifts in any one 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.
- 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.

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 work 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.

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 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.

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, City of Saint John and the Secretary of the Union.

25:05

Definition of Word Designate(s)

For purposes of clarification, wherever and whenever Police Chief, 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 Commission

An employee who furnishes an idea, which is adopted for improvement in the Police Force, 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, City of Saint John. 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 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

The Agreement shall take effect and be binding on the parties hereto for the period from January 1st, A.D., 2004 to December 31st, A.D., 2007 inclusive and shall remain in force for successive periods of twelve months thereafter, unless either party request 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.

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 BOARD OF POLICE
COMMISSIONERS FOR THE CITY OF
SAINT JOHN, N.B.**

in the presence of:

("THE EMPLOYER")

Chair

Witness

Secretary

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

President

Witness

Recording Secretary

SCHEDULE "A"

Position Classifications by Salary Group

Group 1

Casual Administrative Clerk

Group 2

Administrative Clerk 2

Process Clerk 2

Group 3

No positions

Group 4

No positions

Group 5

Administrative Assistant 5

Group 6

No positions

Group 7

Chief Clerk Police

Group 8

Victims Services Coordinator

Group 9

No positions

SCHEDULE "B"

SALARIES

	January 1, 2004		January 1, 2005	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Group 1	23,593	25,831	24,301	26,606
Group 2	26,430	28,989	27,223	29,859
Group 3	29,267	32,141	30,145	33,105
Group 4	32,103	35,293	33,066	36,352
Group 5	34,944	38,445	35,992	39,598
Group 6	38,096	41,952	39,239	43,211
Group 7	41,249	45,457	42,486	46,821
Group 8	44,404	48,960	45,736	50,429
Group 9	47,554	52,461	48,981	54,035

	January 1, 2006		January 1, 2007	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Group 1	25,030	27,404	25,781	28,226
Group 2	28,040	30,755	28,881	31,678
Group 3	31,049	34,098	31,980	35,121
Group 4	34,058	37,443	35,080	38,566
Group 5	37,072	40,786	38,184	42,010
Group 6	40,416	44,507	41,628	45,842
Group 7	43,761	48,226	45,074	49,673
Group 8	47,108	51,942	48,521	53,500
Group 9	50,450	55,656	51,964	57,326

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, 2004.

SCHEDULE "C"

ADMINISTRATIVE/SUPERVISORY/PROFESSIONAL STAFF **(NON-UNION)**

Police Chief
Deputy Police Chief
Assistant Deputy Police Chiefs
Civilian Executive Officer
Planning & Research Co-ordinator
Executive Assistant to Chief of Police
Staffing Assistant
Administrative Assistant/Secretary to the Board of Police Commissioners

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,

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 hirings done for the Board of Police Commissioners shall be subject to the approval of the City Manager of the City of Saint John.

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 ____ of _____, 2002.

SIGNED, SEALED AND DELIVERED

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

in the presence of:

("THE EMPLOYER")

Chair

Witness

Secretary

**CANADIAN UNION OF PUBLIC
EMPLOYEES SAINT JOHN POLICE
FORCE SUPPORT STAFF LOCAL NO.
486, C.L.C.**

President

Witness

Recording Secretary

MEMORANDUM OF AGREEMENT NO. 1

BETWEEN THE BOARD OF POLICE COMMISSIONERS FOR THE CITY OF SAINT JOHN
"THE EMPLOYER"

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

SUBJECT: JOB EVALUATION PROGRAM

It is agreed that as part of the 2004-07 Collective Agreement, between the **BOARD OF POLICE COMMISSIONERS** and **CUPE LOCAL 486**, the parties will jointly undertake the task of job evaluation of all positions within the Bargaining Unit.

It is agreed the parties will utilize the existing **CUPE Job Evaluation Program**, including the formation of a **Joint Job Evaluation 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 Joint Job Evaluation Committee will be to:

- undertake the appropriate and necessary Job Evaluation training
- collect, verify, and analyze data about the positions through the use of a Job Analysis Questionnaire
- develop Job Descriptions for all Local 486 positions
- rate all jobs and recommend weights
- prepare 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 a supplementary Job Evaluation Program will begin in the first quarter of 2007.

It is agreed that the parties to this agreement will utilize the interest based approach to ensuring that the recommendations of the Joint Job Evaluation Committee are implemented in a timely manner.

Dated this ____ day of _____, 2004.

SIGNED, SEALED AND DELIVERED

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

in the presence of:

("THE EMPLOYER")

Chair

Witness

Secretary

**CANADIAN UNION OF PUBLIC
EMPLOYEES SAINT JOHN POLICE
FORCE SUPPORT STAFF LOCAL NO.
486, C.L.C.**

President

Witness

Recording Secretary

MEMORANDUM OF AGREEMENT NO. 2

**BETWEEN THE BOARD OF POLICE COMMISSIONERS FOR THE CITY OF
SAINT JOHN
"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 **BOARD OF POLICE COMMISSIONERS** and **CUPE LOCAL 486**, there shall be entry-level positions for the following job classifications:

Administrative Clerk
Process Clerk

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.

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 ____ day of _____, 2002.

SIGNED, SEALED AND DELIVERED

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

in the presence of:

("THE EMPLOYER")

Chair

Witness

Secretary

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

3.0 Job Posting

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

posted as a job share position.

4.0 Vacancies

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

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

5.0 Hours of Work

Employees will work on average 17.5 hours per week.

Optional hours of work could include:

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

The need for consistency is recognized in the schedule.

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

6.0 Salaries

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

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

Incremental increases will be applied as outlined in the collective agreement.

7.0 Classification of the Positions

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

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

8.0 Ownership of the Positions

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

9.0 Benefits

Vacation: 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 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.

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.

Dated this ____ day of _____, 2004.

SIGNED, SEALED AND DELIVERED

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

in the presence of:

("THE EMPLOYER")

Chair

Witness

Secretary

**CANADIAN UNION OF PUBLIC
EMPLOYEES SAINT JOHN POLICE
FORCE SUPPORT STAFF LOCAL NO.
486, C.L.C.**

President

Witness

Recording Secretary

MEMORANDUM OF AGREEMENT NO. 4

**BETWEEN THE BOARD OF POLICE COMMISSIONERS FOR THE CITY OF
SAINT JOHN
"THE EMPLOYER"**

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

SUBJECT: OFFICIAL LANGUAGES

It is agreed that as part of the 2004-2007 Collective Agreement, between the **CITY OF SAINT JOHN** and **CUPE LOCAL 486**, the employer has designated the following positions as requiring the incumbent to be fluent in both official languages. Present incumbents as of January 1, 2004 shall not be adversely effected by these provisions.

Tourism	1 Administrative Assistant 6
Corporate Services	2 Administrative Assistant 4 1 Process Clerk 4 PSCC Operators Web Services Co-ordinator 5
Leisure Services	1 Leisure Services Co-ordinator 7
Municipal Operations	1 Administrative Assistant 4 3 Engineering Services Technologist 8
Common Clerk	1 Entry level clerical position
Police	1 Administrative Assistant 4
Fire	1 Administrative Assistant 6

Planning and Development 1 Administrative Assistant 5

Buildings and Inspection Services 1 Process Clerk 5
1 Technical Services Inspector 8

Corporate Any or all Group 3 positions

In the event that the successful applicant does not meet the language requirement, they will be required to take the training identified by the employer.

Dated this ____ day of _____, 2004.

SIGNED, SEALED AND DELIVERED

**THE BOARD OF POLICE
COMMISSIONERS FOR THE CITY OF
SAINT JOHN
("THE EMPLOYER")**

in the presence of:

Chair

Witness

Secretary

**CANADIAN UNION OF PUBLIC
EMPLOYEES SAINT JOHN POLICE
FORCE SUPPORT STAFF LOCAL NO.
486, C.L.C.**

President

Witness

Recording Secretary