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COLLECTIVE AGREEMENT

BETWEEN

SAINT JOHN PORT CORPORATION

AND

**PUBLIC SERVICE ALLIANCE OF CANADA
AND ITS LOCAL NO. 60824**

SAINT JOHN, NEW BRUNSWICK

OCTOBER 1, 1993 TO SEPTEMBER 30, 1995

MAY 23 1995

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ARTICLE 1

PURPOSE OF AGREEMENT

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

ARTICLE 2

DEFINITION OF TERMS

2.01

For the purpose of this Agreement:

- (a) "Employer" means the Saint John Pott Corporation.
- (b) "Employee" means a person who is a member of the bargaining unit, as per Appendix "A" in this Agreement.
- (c) "Alliance" means the Public Service Alliance of Canada.
- (d) "Union" means the Public Service Alliance of Canada, Union Local 60624, at the Port of Saint John, New Brunswick.
- (e) "Call-Back" means when an Employee is notified during regular working hours that he is to report for duty outside of his regular working hours on the same day.
- (f) "Call-Out" means when an Employee is notified to report to work while off duty.

ARTICLE 3

MANAGEMENT RIGHTS

3.01

Except as specifically provided herein, nothing in this Agreement shall limit the Employer in the exercise of its functions of management, under which it shall have, among other things, the right to hire new Employees, to train personnel and to direct the working force, including the promotion, demotion and transfer of Employees; to discipline, suspend, discharge or cause and to require Employees to observe the Employer's rules and regulations not inconsistent with the provisions of this Agreement.

ARTICLE 4

SCOPE AND RECOGNITION

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

ARTICLE 5

CHECK-OFF

- 5.01 **The Employer shall, as a condition of employment, deduct monthly from all employees an amount equal to the prevailing monthly dues of the Alliance, including Alliance Insurance premiums, and shall remit same by cheque to the Comptroller of the Public Service Alliance of Canada in the months following their deduction. In making such remittance of dues relating to the first month of each calendar year, the Employer shall provide the Alliance with a complete list, in triplicate, of those Employees from whom deductions have been made; thereafter, the Employer shall provide the Alliance with corrections to the list showing names to be added or removed therefrom.**
- 5.02 For the purpose of applying Clause 5.01, payroll deductions for the payment of Alliance dues and insurance premiums shall commence the month following an Employee's *entry* into the service of the Employer.
- 5.03 The Employer shall not be held liable or responsible, financially or otherwise, either to the Alliance or to any Employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, where possible, any such errors shall be rectified by subsequent adjustments. It is understood that the Union will indemnify and save harmless the Employer from and against any and all claims which may be made by an Employee or Employees for amounts deducted from wages as herein provided.
- 5.04 Where an Employee does not have sufficient earnings in respect of any month to permit deductions, the Employer shall not be obliged to make such deductions from subsequent earnings.

ARTICLE 6

INFORMATION FOR EMPLOYEES AND THE ALLIANCE

- 6.01 The Employer shall supply the Alliance with the name, address and classification of each new Employee in the bargaining unit in the month following their entry into the service of the Employer.
- 6.02' The Employer agrees to provide the Alliance with one copy of the Collective Agreement for each Employee in the bargaining unit.
- 6.03 The Employer shall provide reasonable bulletin board space for the posting of notices pertaining to elections, appointments, meetings, news items and social and recreational affairs providing they are not detrimental to the Employer. Any items listed above shall refer directly to Alliance business.
- 6.04 The Employer agrees to provide the Alliance Representatives with a copy of those personnel directives directly affecting Employees of this bargaining unit.
- 6.05 The Employer, on written request, agrees to provide an Employee with a complete and current written statement of his duties and responsibilities.

ARTICLE 7

ALLIANCE REPRESENTATIVES AND COMMITTEE

- 7.01 The Employer acknowledges the right of the Alliance to appoint Employees as Union Stewards, and in the absence, their alternates. The Employer shall be advised, by letter, of the names of those so appointed before they are recognized.
- 7.02 The Employer and the Alliance shall determine the jurisdiction of each Representative having regard to the plan of organization, the distribution of Employees at the work place and the administrative structure implied by the grievance procedure covered by this Agreement.
- 7.03 A Union Steward shall obtain permission from the Manager, Maintenance, or his designate, before leaving his work to investigate a complain or grievance raised by an Employee, such permission shall not unreasonably be withheld. The Steward is to advise his Supervisor upon his return to duty.
- 7.04 In the processing of complaints, grievances or disputes, the Employee(s) concerned and their Representative(s) will be granted reasonable time off for the purpose of attending meetings arranged with Management, a Conciliator, a Conciliation Board, or an Arbitrator. Where such meetings or proceedings are held during the scheduled working hours of the Employees concerned, there will be no deduction from their pay for such hours.
- 7.05 Where operational requirements permit, the Employer shall grant time off to not more than four (4) Employees who are required to attend meetings arranged with Management on behalf of the Union. Where such meetings are held during the scheduled working hours of the Employees involved, there will be no deduction from their pay.

- 7.06 Where operational requirements permit, the Employer shall grant leave without pay to not more than two Employees at any one time to attend Alliance Executive meetings or Training Programmes, also Alliance Conventions and/or that of their affiliates.
- 7.07 A duly accredited Representative of the Alliance may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance, and to attend meetings. Such permission shall not be unreasonably withheld.
- 7.08 If an Employee is elected or selected for a full time position with the Alliance, the Employer may grant leave without pay with no loss of seniority, for up to one year following consultation between the parties regarding operational requirements. Such leave without pay shall not be unreasonably withheld.

ARTICLE 8

SENIORITY AND PROMOTION

- 8.01 A seniority list of all **Employees** covered by this Agreement shall be posted annually in January of each year. Such lists shall show names, positions and dates of last entry into **service** of the Employer, from which date seniority shall accumulate. Copies of the lists shall be furnished to the Local Officers of the Union.
- 8.02 Protests in regard to seniority status must be submitted, in writing, within **sixty (60) days** of publication of lists. When **proof** of error is presented by an Employee or his Representative, **such error will be corrected and when so corrected the agreed upon seniority date shall be final.**
- 8.03 The name of an Employee who is promoted from a position covered by this Agreement to an **official** or exempt position with the Employer, will be **continued** on the seniority list of the group from which promoted and shall retain his seniority rights and continue to **accumulate seniority rights while so employed for a period of twelve (12) months from the date of promotion.** Such person when released from employment may, within the **twelve-month period, within thirty (30) days** of such release, **exercise his seniority rights** to any position which he is qualified to fill and **failing to do so will forfeit his seniority, in which event his name shall be dropped from the seniority list,**
- 8.04 An Employee transferring from another certified bargaining unit with the Saint John Port Corporation will only be allowed seniority from the date of his entry into a classification under this Agreement. Such Employee, however, will **transfer** his accumulated unused credits of vacation and sick leave earned under his preceding bargaining Agreement and **be granted sick leave, devoid of the restriction imposed by Clause 16.03 (a).**
- 8.05 An Employee who has been discharged and is subsequently reinstated in the service in a position covered by this Agreement, **unless reinstated with his former seniority will only be allowed seniority from the date of his re-entry into the service.** An Employee who **is not reinstated** with his former seniority standing within one **(1) year** of the date of his discharge may only

be so reinstated by agreement between the proper **Officer** of the Employer and the Alliance Representative.

- 8.06
- (a) When filling a vacancy that exists in a classification to which this Agreement applies, a bulletin giving pertinent details of the position and inviting interested Employees to apply, **shall** be posted on the appropriate bulletin boards **for** a minimum of ten (10) working days. **No** outside advertisement for any vacancy shall be placed until the applications of ~~the present~~ Employees have been fully processed.
 - (b) Any vacancies to be filled within the Saint John Port Corporation shall be posted on the Maintenance Bulletin Board at the same time as posted to other boards.
 - (c) Employees desiring such positions will file their application with the Designated **Officer** within that time. A copy of the aforementioned bulletin will be sent to an Employee on approved leave, by mail, to the last known address on file as supplied by him. A copy of the accompanying letter will be **mailed** to the Local.

8.07 Employees who fail to **exercise** their seniority rights to any bulletined position shall forfeit their seniority rights to said position that has been bulletined.

8.08 Appointments to such new positions or vacancies shall be made within fifteen (15) working days after expiry of the notice period on the basis of qualifications and **fitness**; if qualifications and fitness are relatively equal, **seniority** will govern. Appointments shall **be** immediately bulletined in the same way as were the positions and vacancies. Temporary appointments may be made, pending an assignment. Vacancies of a known duration of one month will **be** bulletined. Nothing herein shall prevent the Employer from determining that no applicant has the necessary qualifications and from proceeding to fill the vacancy at its own discretion, but this shall not be **construed** to limit the rights of an Employee under Article 24. Management will advise the Union within one month of the status of any position not bulletined.

- 8.09 An Employee who is assigned by bulletin to a position shall be given reasonable time in which to qualify, up to sixty (60) working days, excluding designated holidays, the length of time depending on the character of the work, and failing to qualify shall be returned to his former position Without loss of seniority.
- 8.10 (a) Notwithstanding any provision contained herein, an Employee having less than six (6) months' seniority will be considered as on probation and shall hold no seniority rights under Article 8 of this Agreement.
- (b) An Employee on probation shall not have recourse to the Grievance Procedure in the case of any disciplinary action of discharge.
- 8.11 In selecting Employees for "Seasonal Crews" the Employer will inform successful candidate(s) of the approximate starting time and termination of the position(s) in question.

ARTICLE 9

STAFF REDUCTION AND RECALL TO SERVICE

9.01

Technical and Other Changes

- (a) Where the Employer is contemplating any major changes in the work force, resulting from technical or technological improvements or modifications in the structure or in the administrative system of the Employer and where permanent lay-offs may result, the Employer agrees to give the Alliance a minimum of one hundred and twenty (120) days notice during which time the Employer agrees to consult with the Alliance on such implications.
- (b) To this end the Employer, in concert with the Alliance, will give all reasonable consideration to enable an Employee affected to adapt himself to the said improvements, modification or change, and shall afford to the Employee concerned, the possibility of being assigned to equivalent positions without loss of salary.

9.02

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

9.03

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

9.04

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

9.05

- (a) A laid-off Employee who is not employed elsewhere, who fails to report for duty or to give satisfactory reasons for not doing so within five (5) working days from the date of notification, shall forfeit his seniority rights under this Agreement, and his name shall be struck off the seniority list.

(b) A laid-off Employee who is employed elsewhere, who fails to report for duty or to give satisfactory reasons for not doing so within ten (10) working days from the date of notification, shall forfeit his seniority rights under this Agreement, and his name shall be struck off the seniority list.

9.06 An Employee who is out of active service for more than fifteen (16) consecutive months, shall forfeit all seniority rights under this agreement and his name shall be struck off the seniority list.

9.07 No Employee shall suffer loss as a result of any implementation of second language requirements.

ARTICLE 10

HOURS OF SERVICE

- 10.01 The following hours of **service** shall apply for the duration of this Agreement.
- (a) The normal working day **shall** not be **more** than eight (8) hours, **from 8:00 AM to 12:00 P.M. and from 12:30 P.M. to 4:30 P.M., five (5) days per week, Monday through Friday, except for those Employees required to work on shift work.**
 - (b) All time worked in **excess** of **these assigned** hours **shall** be considered as **overtime** and **paid for as** such in accordance with **Article 11.**
- 10.02 Employees may be assigned to **work** eight (8) **consecutive** hours and **allowed** twenty-five (25) minutes **for** lunch without deduction of pay.
- 10.03 Employees **will** not be **required** to work more than six (6) **consecutive** hours without a **meal** period.
- 10.04 An Employee who is required to **work** three (3) hours of **overtime** immediately following and contiguous to his **scheduled** hours of work (Monday to Friday and if working **scheduled** hours on **Saturdays, Sundays or Holidays**) **shall** receive a **meal allowance** effective **October 1, 1991, of six dollars and fifty cents (\$6.60)** and **effective October 1, 1992, of six dollars and seventy-five cents (\$8.75)** and shall be granted thirty (30) minutes with pay in order that **he may take a meal break either** at or adjacent to his **place of work.**
- 10.05 **Shift schedules** will be posted **seven (7) days in** advance. **However,** when unforeseen operational requirements **demand,** **shifts may be** changed with a minimum rest period of eight (8) hours. **However,** where **operational** requirements **permit,** a rest period of sixteen (16) hours **between shifts** will be scheduled,

ARTICLE 11

OVERTIME, HOLIDAY AND MINIMUM WORK AND WAGES

11.01

Except as otherwise provided in this article:

- (a) Time worked in excess of regular assigned hours, on Mondays to Saturdays inclusive, shall be paid for on the actual minute basis at the rate of one and one-half (1 1/2) times the regular rate, *except*;
- (b) All time worked after 2400 hours on a Friday and up to 0800 hours on the following Monday, shall be paid for at double the straight time rate, *except* for those Employees required to work shift work, when the double time provision will apply on the Employee's regular scheduled day off, if he is required to work.
- (c) Any Employee who is required to work on a designated holiday shall receive, in addition to his salary rate for this designated holiday, two (2) times his regular salary rate for the time he has actually worked, Provided, however, that any Employee who is eligible to be paid for any of the designated holidays mentioned in Article 14.01 when not worked, may at the option of the General Manager, when required to work on such holiday, be paid at regular rates for normal hours worked and shall be allowed in addition vacation leave with pay of one day for each day or normal hours worked.
- (d) Employees shall not be required to suspend work during regular working hours to absorb overtime pay.
- (e) An Employee will not be required to work more than sixteen (16) consecutive hours.

11.02

Minimum Work and Wages

- (a) A minimum of four (4) hours wages at time and one-half (1 1/2) rate will be paid for all work performed not contiguous with, before or after, regular hours of work.
- (b) A minimum of four (4) hours wages at time and one-half (1 1/2) rate or the equivalent thereof will be paid for work performed on Sunday or any of the days named in Article 14.01.

- (c) A minimum of four (4) hours work or four (4) hours wages at straight time ~~rate will~~ be received by any Employee required to work who ~~reports to work~~.
- (d) Notwithstanding Clause **10.01** (a) any Employee required to report ~~to work for a snow removal operation prior to his day shift where he~~ was not notified at ~~least eight~~ (8) hours in advance will be treated as if he were on "call-out".

11.03 A "call-out" will be paid if any Employee does not receive at least ~~twelve~~ (12) hours notification of a **cancellation** of a "call-out" when on his day of *rest*.

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

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

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

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

(c) Where an Employee has **been granted** compensating time off according to Clause 1 ~~106~~(a) and for reasons not attributable to the Employee, such time ~~off~~ has not been used by the end of the calendar year, then the Employer **shall compensate the Employee by** cash **payment** equal to the payment which ~~would otherwise~~ have been made at the time the overtime hours were worked. Such payment **will** be made in January of the year following that in which the compensating leave ~~was~~ earned.

- (d) Notwithstanding Clause 11.06(c), upon a written request submitted before October 1 of the current year, an Employee shall be granted up to one week's carry-over of his compensating time, provided that previous carry-overs have been liquidated.**

ARTICLE 12

PAY DAYS

12.01 All Employees covered by this Agreement shall be paid on Thursday of every second week effective April 1, 1989, as per the following Schedule; it being understood that when Thursday falls on a Holiday, such bi-weekly payment shall be made on the preceding business day:

Day Shift Crew	-	Prior to twelve (12) noon
12:00 Midnight to 8:00 A.M. Crew	-	At 8:00 A.M.
4:00 P.M. to 12:00 Midnight Crew	-	On request between 8:00 A.M. and 4:00 P.M., otherwise prior to going on shift

12.02 Whenever possible, Employees to receive meal period pay on period following the week that the meal was worked.

ARTICLE 13

PRESERVATION OF RATES

- 13.01 When an Employee is temporarily called upon to do the work of another classification which is lower than his own, such Employee shall be paid at the *rate* of the higher classification.
- 13.02 Where an Employee is assigned a classification and level for which no rate is stipulated in Appendix B, or if, during the time of this Agreement, a new classification is established and implemented by the Employer, such rate shall be negotiated jointly by the Employer and the Alliance, provided it is a bargaining unit job. Where necessary, an interim temporary rate may be established by the Employer.
- 13.03 Employees called to do work of a higher classification will be immediately paid the rate of the higher classification.

ARTICLE 14

DESIGNATED PAID HOLIDAYS

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

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

14.02 An Employee, not working on any of the above holidays, shall be paid at his regular *rate* for the number of hours he would have worked had that day not been a holiday, provided that:

- (a) he has been in harbour service not less than thirty (30) days from the date of last entry into harbour service and has worked fifteen (15) days out of the previous thirty (30) calendar days;
- (b) he has worked the normal number of hours or been on approved vacation, sick, injury-on-duty or special leave on the day last preceding and on the day next following the holiday that his normal working duties required him to work;
- (c) if his services were required on that day, he has not refused to work or he has given a reason acceptable to his departmental head for his not working.

Holiday Falling on a Day of Rest

When a day designated as a Holiday under Clause 14.01 coincides with an Employee's day of rest the Holiday shall be moved to the Employee's first scheduled working day following his day of rest.

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

- (a) work performed by an Employee on the day from which the Holiday was moved shall be considered as work performed on a day of rest, and
- (b) work performed by an Employee on the day to which the Holiday was moved, shall be considered as work performed on a Holiday.

ARTICLE 15

VACATION LEAVE

15.01

Eligibility

Subject to the provisions of **Clauses 15.02 and 15.03**, for each calendar month in which an Employee earns at least ten (10) days' pay, he shall earn vacation leave at the following rates:

- (a) One and one-quarter ($1 \frac{1}{4}$) days per calendar month, if he has completed less than ten (10) years of continuous employment.
- (b) One and two-thirds ($1 \frac{2}{3}$) days per calendar month if he has completed ten (10) years of continuous employment, commencing with the month in which he completes ten (10) years of continuous employment, except that an Employee who has received or is entitled to receive furlough leave shall earn vacation leave credits at the rate of one and one-quarter ($1 \frac{1}{4}$) days per calendar month between the completion of his twentieth (20th) and twenty-fifth (25th) year of continuous employment.
- (c) Two and one-twelfth ($2 \frac{1}{12}$) days per calendar month if he has completed twenty (20) years of continuous employment commencing with the month in which he earns at least ten (10) days pay following the date on which he completes twenty (20) years of continuous employment.
- (d) Two and one-half ($2 \frac{1}{2}$) days per calendar month if he has completed thirty (30) years of continuous employment commencing with the month he completes thirty (30) years of continuous employment.
- (e) An Employee earns, but is not entitled to receive, vacation leave with pay during his first six (6) months of continuous employment, subject to the provisions in Clause 15.03(a)(v).

15.02

Computation of Leave Credits

- (a) For the purpose of this Article, hours of work shall include normal working hours on ordinary week days, normal hours on holiday, whether worked or paid for without work, and absence on paid vacations, .
- (b) Hours of work lost by an Employee due to absence as a result solely of injury sustained on duty may be included as hours worked for the purpose of computing vacation leave credits, providing such injury is declared an industrial accident under the Government Employees Compensation Act.
- (c) Vacation leave credits will accrue from the date of last entry into Saint John Port Corporation service provided, however, that an Employee whose service with the Employer is terminated for any reason whatsoever before completing thirty (30) days service, will forfeit absolutely all right to vacation leave credit.

15.03

Granting of Vacation Leave

- (a) The vacation year extends from January 1 to December 31. In granting vacation leave with pay the Employer shall, subject to its operations requirements:
 - i) grant Employees their vacation leave during the calendar year in which it is earned;
 - ii) grant each Employee vacation leave for at least three (3) consecutive weeks or on any other basis requested by the Employees;
 - iii) grant an Employee vacation leave when requested, if:
 - the period of vacation leave requested is less than a week; and
 - the Employee gives the Employer at least two (2) days advance notice for each day of vacation leave requested.

- iv) where conditions of work, illness or injury prevent vacation leave being granted in that year, vacation leave credits will be carried over to the following year upon written approval of the departmental head;
- v) the Employer may for good and sufficient reason:
 - grant vacation leave on shorter notice than that provided for in Clause 15.03(a)(iii), and
 - grant vacation leave to an Employee during his first six (6) months of employment.
- (b) Should a designated holiday, for which an Employee is paid under Clause 14.01, occur during his period of vacation leave, that day will not count as part of his vacation leave.
- (c) In computing wages due for periods of vacation leave for any Employee, working hours and rates of pay used will be those of the classification in which he is regularly or normally employed, unless he is temporarily employed in classification calling for different working hours and rates of pay and has served a minimum of one month immediately prior to proceeding on vacation in the classification, in which case he shall be paid at the rate of such classification.
- (d) Vacation pay shall be granted, upon written request, in advance of proceeding on vacation, under the following conditions:
 - i) requests for advance vacation pay, on the prescribed form, must be received in Personnel Department fourteen (14) calendar days prior to the Friday immediately preceding the first day of vacation;
 - ii) advance vacation payments will be made for periods of not less than one week or multiples thereof;
 - iii) vacation pay shall not exceed the Employee's contributions to the Public Service Superannuation Account at date of application.

(e) Vacation Leave Schedule

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

(f) Reinstatement Vacation Leave Credits

Where, in respect of any period of vacation leave, an Employee is granted another type of paid leave, the period of vacation leave so displaced shall either be added to the vacation period if requested by the Employee and approved by the Employer or reinstated for use at a later date.

(g) Leave When Employment Terminates

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

15.04

Carry-Over of Annual Leave

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

ARTICLE 16

SICK LEAVE

16.01 Eligibility

Subject to the provisions of Clause 16.02 of this Article, an Employee shall continue to earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he has earned ten (10) days' pay.

16.02 Computation of Sick Leave Credits

For the purpose of Article 16, hours of work shall include:

- (a) normal working hours on ordinary week days;
- (b) normal hours on designated Holidays, whether worked or paid for without work;
- (c) absence on paid vacation, sick and special leave;
- (d) hours of work lost by an Employee due solely to an injury sustained on duty, provided that such Injury is declared an industrial accident under the Government Employees Compensation Act;
- (e) time off duty by ex-servicemen for the purpose of medical examination, provided that such ex-servicemen shall furnish the Employer with official notices from the Department of Veterans Affairs respecting such medical examination.

16.03 Granting of Sick Leave With Pay

- (a) An Employee will be granted sick leave with pay, provided he possesses seniority rights in accordance with the provisions of Article 8 of this Agreement to the extent of his earned sick leave credits.
- (b) An Employee is eligible for sick leave with pay when he is unable to perform his duties because of illness or injury provided that:

- i) he satisfies *the* Employer of this condition in such manner and at such times as may be determined by the Employer.
- (c) Unless otherwise informed by the Employer, a statement signed by the Employee describing the nature of his illness or injury and stating that because of this illness or injury he was unable to perform his duties shall be considered as meeting the requirements of Clause 16.03(c)(i).
- i) If the period of leave requested does not exceed five (5) days; and
 - ii) if in the current calendar year, the Employee has not been granted more than ten (10) days sick leave wholly on statements signed by him;
 - iii) an Employee is not eligible for sick leave with pay during any period in which he is on leave of absence without pay or under suspension.
- (d) For sick leave with pay in excess of five (5) days an Employee will be granted sick leave with pay only upon presentation of an acceptable certificate from a medical doctor.
- (e) An Employee will not be granted sick leave with pay for hours of work lost due to an injury which is declared an industrial accident under the Government Employees Compensation Act.
- (9) Where an Employee with at least two years' continuous Employer service is absent due to illness, and who has exhausted or during that period would exhaust his sick leave credits, approval may be granted for an advance against future sick leave to be earned, in an amount not exceeding three weeks (fifteen {15} working days). Such amounts advanced will be deducted from future sick leave credits earned and no further sick leave with pay shall be granted until the total amount of the advanced sick leave is recovered.
- (g) Should the Employee resign, retire or be dismissed from the Employer's service, recovery of the leave of absence granted in excess of his sick leave credits will be made from any amount payable to him by or on behalf of Her Majesty.

- (h) Subject to the above conditions, and notwithstanding Clause 16.03(c), (d), and (e), where the absence is as a result of injury on duty, the Employer will grant Interim sick leave with pay to an Employee with sick leave credits, while awaiting a decision of the Workers Compensation Board of the Province of New Brunswick.
- (i) When an Employee is granted Interim sick leave with pay and Injury-on-duty leave is subsequently approved it shall be considered, for the purpose of the record of sick leave credits, that the Employee was not granted sick leave with pay.

ARTICLE 17

INJURY-ON-DUTY LEAVE WITH PAY

17.01

Injury-On-Duty Leave with Pay

(a) An Employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer when a claim has been made pursuant to the Government Employees Compensation Act, and a Workers Compensation authority has notified the Employer that it has certified that the Employee is unable to work because of:

i) personal injury received in the performance of his duties and not caused by the Employee's wilful misconduct,

or

ii) an industrial illness or a disease arising out of and in the course of his employment,

if the Employee agrees to remit to the Receiver General of Canada any amount received by him in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing however that such amount does not stem from a personal disability policy for which the Employee or his agent has paid the premium.

(b) Where an injured Employee is unable to return to his normal work resulting from (i) or (ii) above, the Employer shall make every reasonable effort to provide the Employee with alternative employment.

ARTICLE 18
SPECIAL LEAVE

18.01 Credits

An Employee shall earn special leave credits up to a maximum of twenty-five (25) days at the following rates:

- (a) one-half day (1/2) for each calendar month in which he received pay for at least ten (10) days;
- (b) one-quarter day (1/4) for each calendar month in which he received pay, but for less than ten (10) days.

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

18.02 Marriage Leave

After the completion of one year's continuous service with the Employer, an Employee who has the credits available and who gives the Employer at least five (5) days' notice, shall be granted special leave with pay to the extent of his credit but not more than five (5) days, for the purpose of getting married.

18.03 Bereavement Leave

- (a) For the purpose of this Clause and Clause 18.04(a) and (b), immediate family is defined as father, mother, brother, sister, spouse, child or ward of the Employee, father-in-law, mother-in-law, step-father, stepmother, grandparents, grandchild and relative permanently residing in the Employee's household or with whom the Employee permanently resides.
- (b) Where a member of his immediate family dies, he shall be entitled to special leave with pay for a period of up to four (4) days and not extending beyond the day following the funeral.

- (c) In **special circumstances** and at the request of the Employee, **bereavement leave** may be **extended beyond the day following the day of the funeral** but the **total number of days granted** must be **consecutive** and not greater in number than those provided for above, and must include the day of the funeral.
- (d) The Employee is entitled to **special leave** with pay, up to a maximum of **one day** in the event of the death of the Employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt or uncle.
- (e) An Employee is entitled to **one (1) day with pay** if required to **attend the funeral in the capacity of pallbearer**.
- (f) **Special leave with pay** will not be granted if the Employee does not attend the funeral.

18.04

(a) **Special leave** may be granted at the **discretion of the Employer** for purposes of emergency or extenuating circumstances, **Such request for special leave shall not unreasonably be withheld**.

(b) **Special leave with pay may be granted to an Employee for illness in the Employee's immediate family as defined in Clause 18.03(a)**.

(c) **Leave for Birth or Adoption of Child**

An Employee may be granted **special leave** with pay up to a maximum of **two days** on the occasion of the birth or adoption of his child.

(d) **Advance of Credits**

Where an Employee has **insufficient or no credits** to cover the granting of **special leave** within the meaning of **Clauses 18.03(a), (b) and (c)**, leave up to a maximum of **five (5) days** may be granted, subject to the deduction of such advanced leave from any **special leave credits** subsequently earned.

(e) **Other Leave With Pay**

At its discretion, the Employer may grant **leave** with pay for other purposes than those specified in this Agreement, **military or civil defence training, and emergencies affecting the community or place of work**.

(f) **Leave Without Pay**

At its discretion, the Employer may grant leave without pay for any purpose, including enrolment in the Canadian Armed Forces and election to a full-time municipal office.

18.05 **Conditions**

The benefits of Clauses 18.03 and 18.04 are conditional upon the following:

- (a) the Employee must have not less than six (6) months' service;
- (b) the Employee must have been on duty the day preceding and the day following the grant of special leave or has been on approved leave of absence;
- (c) where medical reasons are involved, a medical certificate is submitted outlining the circumstances necessitating the special leave request.

18.06 **Leave - General**

- (a) When the employment of an Employee who has been granted more vacation, sick or special leave with pay that he has earned, is terminated by death, the Employee is considered to have earned the amount of leave with pay granted to him.
- (b) When the employment of an Employee who has been granted more vacation or sick leave with pay than he has earned is terminated by lay-off, he is considered to have earned the amount of leave with pay granted to him if, at the time of his lay-off, he has completed two (2) or more years of continuous employment.
- (c) When an Employee, who is in receipt of acting pay is granted leave with pay, he is entitled during his period of leave to receive the acting pay if acting in the higher position on a continuing basis, or for a period of two (2) or more months prior to the period of leave.
- (d) If, at the end of a calendar year, an Employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) day, the entitlement shall be increased to the nearest half day.

- (e) **The Employer agrees to provide each Employee with a complete record of his unused cumulative leave credits as at October 31, annually.**

ARTICLE 19

SEVERANCE PAY

19.01 Lay-Off

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

- i) In the case of an Employee who is laid off for the first time following January 1, 1973, the amount of severance pay shall be two (2) weeks' pay for the first and one (1) week's pay for each succeeding complete year of continuous employment, less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer, but the total amount of severance pay which may be paid under this Clause shall not exceed twenty-eight (28) weeks' pay.
- ii) In the case on an Employee who is laid off for a second or subsequent time following January 1, 1973, the amount of severance pay shall be one week's pay for each completed year of continuous employment, less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer, but the total amount of severance pay which may be paid under this Clause shall not exceed twenty-seven (27) weeks' pay.
- iii) In no case shall the total amount of severance pay exceed twenty-eight (28) weeks' pay regardless of the number of times an Employee is laid off.

19.02 Resignation

An Employee who has ten (10) or more years of continuous employment is entitled to be paid, on resignation, severance pay equal to the amount obtained by multiplying half (1/2) of his weekly rate of pay on resignation by the number of completed years of his continuous employment to a maximum of twenty-six (26) weeks less any period in respect of which he was granted severance pay, retiring leave or cash gratuity in lieu of retiring leave by the Employer.

19.03 Retirement

On termination of employment, an Employee who is entitled to an immediate annuity, or an Employee who has attained the age of fifty-five (55) and is entitled to an immediate annual allowance under the Public Service Superannuation Act, shall be paid severance pay equal to the product obtained by multiplying his weekly *rate* of pay on termination of employment by the number of completed years of his continuous employment to a maximum of twenty-eight (28), less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave by the Employer.

19.04 Death

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

ARTICLE 20

JURY DUTY LEAVE

- 20.01 Leave of absence with pay shall be granted to every Employee, other than an Employee on leave of absence without pay, or under suspension, who is required to serve on a jury or by subpoena or summons to attend as a witness in any proceeding held as authorized by law or before an arbitrator or umpire.
- 20.02 If the Employee is released from Jury Duty in ample time to return to his place of work, he must report back to duty.
- 20.03 A statement from the Court Clerk may be required if there is any reason to doubt the duration of his absence.
- 20.04 Any fees received from Jury Duty, other than travel or meal allowances, shall be paid by the Employee to the Employer.

ARTICLE 21

INCLUSION UNDER PUBLIC SERVICE SUPERANNUATION ACT

21.01 Upon meeting the qualifications as laid down by the Public Service Superannuation Act and Regulations, Employees will be included under such pension plan coverage,

ARTICLE 22

HEALTH INSURANCE CONTRIBUTIONS

- 22.01** Effective October 1, 1991, the Employer agrees to pay full cost of the required premium contributions for each Employee to any health insurance plan now in effect or such plan as may be arranged by the Employer. Such plan shall be the same as in effect for the Employer's non-unionized Employees. The Employer may add, delete or change such plan from time to time.
- 22.02** An Employee may, on retirement, retain his health insurance plan by paying the full cost of the required premium contributions as determined by and with the approval of the operator of such plan.
- 22.03** Effective October 1, 1991, the Employer agrees to pay full cost of the required premium contribution for each Employee to any dental insurance plan now in effect or such plan as may be arranged by the Employer. The Employer may add, delete or change such plan from time to time. The Employer further agrees to update the current dental plan in parity with the coverage of the Employer's non-unionized Employees by October 1, 1992.

ARTICLE 23

DISCIPLINE

- 23.01 An Employee who has completed his probationary period shall not be disciplined by suspension **without** pay or by discharge except for cause.
- 23.02 When an Employee is required to attend a meeting where a disciplinary decision concerning him is to be taken by the Employer, or a Representative of the Employer, the Employee is entitled to have, at this request, a Representative of the Alliance attend the meeting.
- 23.03 The Employer will advise each Employee of any written reprimand placed on his file. A copy of any reprimand to be sent to the Union. Any Employee so reprimanded may submit his case in conformity with the provisions of the Grievance Procedure outlined in Article 24.
- 23.04 Where an Employee is disciplined by suspension without pay or by discharge, the Employer, within two (2) working days of such disciplinary action shall advise the Alliance of such suspension or discharge, in writing.
- 23.05 Where it is determined that an Employee has been disciplined by suspension without pay or by discharge in violation of Clause 23.01, the Employee shall be immediately reinstated in his former position without loss of seniority or accrued benefits including all benefits and salary he would have earned during the period of suspension or discharge,
- 23.06 The Employer agrees not to introduce as evidence in a hearing any document from the file of an Employee, the existence of which the Employee was not aware of at the time of filing. Any letter of reprimand or a document relating to the conduct of an Employee, for which disciplinary action was not taken will not be introduced as evidence in a hearing after a period of twenty-four (24) months from date of filing.
- 23.07 The Employer shall ensure that the personal file of every Employee is kept confidential.

23.08 it is not the Employer's practice to disclose personal information, other than confirmation of employment, concerning an Employee to creditors, banks, credit bureaus, or similar organizations without the expressed prior and written consent of the Employee concerned.

23.09 A full-time Representative or Staff Officer of the Alliance shall have access to an Employee's file providing that the Employee in question has given his written permission to release information concerning a specific case.

23.10 Upon written request of an Employee, the personnel file of that Employee will be made available at least once per year for his examination in the presence of an authorized Representative of the Employer.

23.11 At the request of the Employee, documents, letters relating to disciplinary action which may have been placed on file will be destroyed after two (2) years, providing no further disciplinary action has been recorded.

ARTICLE 24

GRIEVANCE PROCEDURE

24.01 *Consultation*

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

24.02 Formal Grievance

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

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

24.04 Step 1

An Employee may present a grievance to Management's Representative at Step 1 not later than twenty (20) working days after the date of the circumstances giving rise to the grievance.

24.05 Management's Representative at Step 1 shall reply, in writing, to an Employee's grievance within ten (10) working days after the grievance is presented unless mutually agreed by both parties to extend the time limits.

24.06 Step 2

An Employee may present a grievance to Management's Representative at the second step, when the decision rendered at the first step is not satisfactory to him, within ten (10) working days after that decision has been conveyed to him.

24.07 Management's Representative at **Step 2** shall reply, **in writing**, to **an** Employee's grievance within ten (10) working days **after** the grievance is presented in accordance with **Clause 24.06** unless **mutually agreed by both parties** to **extend the time** limit.

24.08 **Step 3**

An Employee may present a grievance to Management's Representative at the third step and **when the** decision rendered **at the second step is not satisfactory** to him, within ten (10) working days **after that** decision has been conveyed in writing to him.

24.09 Management's Representative ~~at~~ **Step 3** shall reply, **in writing**, to **an** Employee's grievance within **ten (10)** working days after the grievance is presented in accordance with **Clause 24.08**, **unless** mutually agreed by both parties to extend the **time limits**.

24.10 **Disciplinary Action**

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

24.11

Representatives

	<u>Union</u>	<u>Management</u>
Step 1	2 Union Representatives	Manager, Maintenance and one other Management Representative
Step 2	2 Union Representatives	Assistant General Manager and one other Management Representative

	<u>Union</u>	<u>Management</u>
Step 3	Alliance Representative Union Representative	General Manager or designate and two other Management Representatives

24.12

A grievance arising directly between the Employer and the Alliance involving interpretation, application or alleged violation of this Agreement shall be submitted in writing. In the case of the Alliance, such a grievance shall be submitted to the Employer's Representative at Step 3 of the grievance procedure within fifteen (15) working days of the date on which it becomes aware of the circumstances giving rise to the grievance. In the case of the Employer, such a grievance shall be presented to the Alliance within fifteen (15) working days of the date on which it becomes aware of the circumstances giving rise to the grievance. When such a grievance is received by either party, a meeting shall be convened between the Representatives of the two parties within ten (10) working days in an effort to resolve the issue in dispute. Failing settlement within fifteen (15) working days of the date on which the grievance was submitted, the grievance may be referred to arbitration as hereinafter provided. The parties agree that such a grievance shall not be submitted solely to circumvent the normal grievance procedure.

24.13

Where a difference arises between the parties relating to the adjustment of a grievance, the Alliance may, after exhausting the grievance procedure established in this Article, notify the other party in writing within thirty (30) working days of its intention to refer the matter to a Board of Arbitration and the name of its nominee to such a Board.

- 24.14 A Board of Arbitration established pursuant to this Article shall consist of one (1) member selected by the Employer and one (1) member selected by the Alliance, together with a third member who shall be the Chairman and who shall be jointly selected by the other two members. If agreement cannot be reached as to the selection of a Chairman, either party may then request the Federal Minister of Labour to appoint a Chairman.
- 24.15 The Arbitration Board shall hear and determine the difference and shall issue a decision, and the decision shall be final and binding upon the parties and upon any Employee affected by it.
- 24.16 Each party shall pay its own expenses and the expenses of its nominee and the parties shall share equally the expenses and fees of the Chairman.
- 24.17 An Arbitration Board shall have no power to alter, add to, subtract from, amend, modify, or substitute any part of this Agreement.
- 24.18 By mutual agreement, a single arbitrator may be asked to render a decision on a dispute in which case his fee and expenses shall be borne equally by the parties.
- 24.19 **General**
- (a) In determining the time limits with which any action as prescribed in this procedure, Saturdays, Sundays and Holidays shall be excluded. The time limits in this Article may be extended by mutual agreement.
- (b) When mutually agreed, Step 1 and/or Step 2 of Clause 24.11 may be bypassed and the grievances heard at the next higher level.

ARTICLE 25

JOINT CONSULTATION

- 25.01 The Alliance and the Employer acknowledge the mutual benefits to be derived from joint consultation and hereby approve the establishment of Labour-Management Committees consisting of Alliance Representatives and Management Staff.
- 25.02 (a) Consultation may take place for the purpose of providing information, discussing the application of Employer policy or airing problems to promote understanding, but it is expressly understood that no commitment *may* be made by either party on a subject that is not within their authority or jurisdiction nor shall *any* commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.
- (b) Monthly meetings will be held at the Manager, Maintenance level and Quarterly meetings will be held at the Assistant General Manager level during the months of March, June, September and December.
- 25.03 Upon the request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

ARTICLE 26

SAFETY AND HEALTH

- 26.01 The Employer and the Union agree to cooperate at all levels in encouraging Employees afflicted with alcoholism or drugs to the objective of their rehabilitation.
- 26.02 Nothing in this Clause is to be interpreted as constituting any waiver of Management's right to maintain discipline or discharge for cause in any case which might result from, or be associated with, the use of alcohol or drugs.
- 26.03 Employees required to take a medical examination by the Employer will have same paid for by the Board and said Employee will be allowed time off with pay for said medical, except for medical certificate required under Article 16.
- 26.04 Employees working in any unsanitary or dangerous Jobs shall be supplied with all the necessary tools, safety equipment and protective clothing.
- 26.05 When a safety hazard is brought to the Employer's attention, the said hazard will be investigated and corrective action taken.

ARTICLE 27

CANADA LABOUR CODE/SUCCESSOR CLAUSE

27.01 The successor rights and obligations portion of the Canada Labour Code, Part V, shall apply should any question arise during the term of this Agreement.

ARTICLE 28

DURATION OF THE AGREEMENT

28.01 ~~The duration of this agreement shall be from the 1st day of October, 1993 until the 30th day of September, 1995 and shall continue in effect until such time as either party give three (3) months' notice in writing of desire to revise or terminate the agreement.~~

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

SIGNED AT SAINT JOHN ON THIS 29th DAY OF March, 1995.

SAINT JOHN PORT CORPORATION **THE PUBLIC SERVICE ALLIANCE**
OF CANADA AND ITS LOCAL 6061160624

K. R. Hunter

P. J. ...

Susan Grant

Michael ...

Donald F. Childs

Michael S. Kelly

MS
KHK

Premiums and Miscellaneous

1. Shift Premium

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

2. Height Risk Premium

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

3. Trades Helper

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

4. Safety Shoes Reimbursement

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

MAINTENANCE P.S.A.C. LOCAL 60624

WAGE SCHEDULE

<u>CLASSIFICATION</u>	<u>EFFECTIVE DATE</u>	
	\$ <u>October 1, 1993</u>	\$ <u>October 1, 1994</u>
<u>STUDENT</u>	8.10	8.10
<u>LEVEL 1</u>		
Labourer	12.90	12.90
<u>LEVEL 2</u>		
Trades Helper	14.02	14.02
Truck Driver		
I.E. Operator		
Motoboat Operator		
F.E. Loader Operator		
Head Waterman		
<u>LEVEL 3</u>		
Licensed Tradesperson	15.41	15.41
<u>LEVEL 4</u>		
Lead Hand	16.32	16.32

LETTER OF UNDERSTANDING

It is understood between the parties that a roster of Employees eligible to water ships will be maintained. The Head Waterman will be the first Employee to be called each time watering services are required. Thereafter, when an Employee has performed watering work his name shall move to the bottom of the roster and thereby afford each Employee an equal opportunity to perform watering work.

SIGNED at Saint John, New Brunswick on the 24th day of June 1995.

SAINT JOHN PORT CORPORATION

PUBLIC SERVICE ALLIANCE OF CANADA -
LOCAL 60624

K. R. Hunter

P. S. Smith

Susan Grant

Michael G. G.

Donald F. Childs

Michael S. H. Longway

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