

19
WORKING AGREEMENT

Between

**THE CITY OF SAINT JOHN, N.B.
"THE EMPLOYER"**

-- and --

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



**1988 - 1990
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LOCAL 486 CONTRACT

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LOCAL NO. 486

PREAMBLE:

THIS AGREEMENT made and entered into this 17th day of February, A.D., 1988.

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

- AND -

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 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 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 article **26A** attached hereto.

Any classifications listed in Appendix B are management positions and are excluded from the Union bargaining unit.

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.

Other clerical or technical positions not outlined in **26A**, Appendix B or those clerical or technical positions created in the establishment of the City of Saint John 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, such position shall be determined by the Industrial Relations Board as to whether said position should be within the bargaining unit or not.

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.

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 19.

2:02 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.

2:03 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 3 – Union Responsibility

3:01 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.

3:02 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.

3:03 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 4 – Employer Responsibility

4:01 No "Lockouts"

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

4:02 No Discrimination

(a) 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.

(b) Residency Policy

The City of Saint John requires that all employees hired after the signing date of this Collective Agreement shall maintain or agree to establish and maintain residence in the City of Saint John throughout the tenure of their employment, as a condition of that employment.

This clause shall not adversely affect, now or in the future, the promotions, transfers, or other employment opportunities or conditions of those employees hired permanently on or before February 17, 1988.

4:03 Job Security

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

(b) As the work week will be increased from 32¹/₂ to 35 hours per week during the term of this Collective Agreement for certain employees, the City will not lay off any employees before August 9, 1987 who are permanent employees of the City and members of Local 486 as of August 9, 1985 (A list of such employees is attached to this Agreement marked Schedule B). If by August 9, 1987 the number of such permanent employees has

not been reduced (and not replaced by new employees) by at least 11 permanent employees through resignation, promotions or death, then the City will not lay off such employees who are permanent employees until the number of permanent employees has been reduced from the number as of August 9, 1985 by 11 permanent employees through resignations, promotions or death. Retirements are not included in calculating the number of resignations, promotions, or deaths.

ARTICLE 5 – Union Check-Off, Remittances, Rand Formula, etc.

5:01 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 from the first pay in each month 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.

5:02 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.

5:03 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 6 – Resolutions and Reports of Boards

6:01 Employer Shall Notify Union

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

6:02 Copies of Resolutions

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

ARTICLE 7 – Labour-Management Committee

7:01 Composition of Committee & Purpose

A Labour-Management Committee shall be appointed consisting of up to five (5) representatives from the Union and up to five (5) representatives from the Employer. The Committee shall meet once each month for the purpose of discussing any matters of mutual concern except matters relating to grievances or proposed changes to the Collective Agreement. The committee shall have power to make recommendations to the Union and the Employer. Decisions of the Committee shall not be binding upon the parties. Time off with pay shall be granted on proper notification to the Directors or Department Heads concerned, for any Committee Members to attend a meeting of the Labour-Management Committee.

7:02 Notices and Agendas

Members of the Labour-Management Committee shall be provided with a notice and agenda for each meeting one week

in advance of the scheduled date. Each group is responsible for submitting in advance suitable items for discussion.

7:03 Limitation of Powers

The Committee shall not have the power to alter or change any provision(s) of this Agreement, nor to substitute any new provision(s) for existing provision(s).

7:04 Terms of Reference

The terms of reference of the Committee shall be established by a consensus of the labour and management members of the Committee.

ARTICLE 8 – Representation by Union

8:01 Proper Authorization

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

(a) The Employer shall not bargain with nor enter into any Agreement with an employee nor group of employees in the bargaining unit.

(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.

8:02 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.

8:03 Memoranda of Agreement in Negotiations

Memoranda of Agreement between the Employer's Negotiating Committee and the Committee representing the Union shall be used in all negotiations.

8:04 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 9 – Seniority

9:01 Seniority Defined

Seniority for the purpose of this agreement shall be defined as the length of continuous service with the Employer for all permanent and probationary employees covered by this agreement.

9:02 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 thereafter monthly lists of additions, deletions, and changes at the same time as remitting monthly dues.

9:03 Seniority for 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 trial period, employees shall be entitled to all rights and privileges of this Agreement. The employment of such employees may be terminated for just cause or failing to meet the

requirements of the job, at any time during this period of six (6) months after completion of the trial period, seniority shall be effective from the original date of employment.

9:04 Temporary Employees

Temporary employees may be hired for the following periods of time:

(a) for maternity leave - up to 28 weeks in any 52 week period;

(b) short-term illness - up to 26 weeks in any 52 week period; and

(c) all others - up to 26 weeks in any 52 week period;

(d) any temporary employees hired under (a), (b), or (c) above shall not be retained beyond stated periods of time except as mutually agreed. Notification for such extensions shall be made in writing four (4) weeks prior to the expiration of the time limits;

(e) employees engaged in governmental programs are exempted from these provisions and may be hired by the Employer for the duration of such programs, including time extensions granted thereto. These employees shall not be hired by the Employer as temporary employees without the consent of the Union.

9:05 Application of Temporary Status

(a) Temporary employees shall not be subject to the terms of this agreement except for Article 5 - Union Dues and Article 26B - Pay Table.

(b) Except by mutual consent or where Article 9:05(c) below applies, temporary employees will not be employed and placed in any position above any present permanent employee within a department if the present employee is capable of performing the designated job or jobs.

(c) Present permanent employees capable of performing the job or jobs shall be given an opportunity to fill temporary assignments of four (4) months or more. However, Article 9:05(b) shall apply in filling temporarily the position occupied by the above-mentioned permanent employee.

(d) When a temporary employee applies for a job posting, the employee shall be subject to the regular probationary period as laid down in Article 9:03 of this Agreement and upon this date of appointment, continuous service will be used for the calculation of seniority and future benefits.

ARTICLE 10 – Vacancies, New Positions, Promotions, Appointments, Time Limits, Other Staff Changes, etc.

10:01 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 so that all Union members may know about the vacancy, new position or promotion make written application therefor.

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:

1a) For vacancies created by normal retirement, at least thirty (30) working days prior to the date of the employee's retirement.

1b) For vacancies arising from other than normal retirement, within twenty (20) working days following the vacancy arising.

1c) Closing date for all job postings shall be fifteen (15) days following the date of posting.

1d) Applications not used shall be held by the Employer and considered for subsequent vacancies during the remainder of the calendar year. This shall only apply to the position for which the employee applied.

1e) The posting periods aforementioned shall not affect the Employer's right to job assignment within the same class or lower class without reference to pay range.

10:02 Method of Making Appointments

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 probation for a period of up to six (6) months. Conditional on satisfactory service, such trial promotion shall become permanent after the period up to six (6) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he shall be so informed in writing of the reasons by his Department Head and be returned to his 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 his former position and rate of salary. When Department Heads are considering promotions, a Union representative, selected by the Chief Steward, and of rank at least equal to the position under consideration, shall be notified to attend.

10:03 Job Training Program

The Employer shall inaugurate and maintain a system of "on-the-job training" as far as possible so that an employee shall have the opportunity of receiving training and qualifying for promotion in the event of a vacancy arising, to the position next senior to his own. Accordingly, employees shall be allowed regular opportunities to learn the work of such positions during regular working hours by arranging with interested employees to exchange positions for temporary periods without affecting the rate of the employees concerned.

ARTICLE 11 – Grievance Procedure

11:01 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 of not more than six (6) Stewards, whose duties shall be to assist any employee working in the respective department or groups of departments which the Steward represents in preparing and in presenting his grievance in accordance with the grievance procedure. One Steward will be appointed by the Union as Chief Steward.

11:02 The Union shall notify the Employer in writing the name of each member of the Union Executive which shall include the Chief Steward.

11:03 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 his/their Steward, shall first seek to settle the dispute with the Director 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(') Steward may meet and discuss the grievance with the City Manager or his designate.

STEP 4: Failing satisfactory settlement within ten (10) days after the dispute was submitted under Step 3, the Union may

make application to Common Council in writing, stating the grievance concerned and requesting a hearing before Common Council or a Grievance Board consisting of three (3) members of Common Council with power and responsibility to make a decision. A hearing shall be granted at the next regular meeting of Common Council following the presentation of the application.

11:04 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.

11:05 Replies to grievances shall be in writing at all stages.

11:06 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.

ARTICLE 12 – Arbitration

12:01 If a satisfactory solution is not found by the parties concerned within a period of seventeen (17) days from the date of the hearing with Common Council or Grievance Board, either party may, by written request to the other party, require the matter to be referred to a Board of Arbitration. Such Board shall consist of three (3) disinterested members who shall be selected as follows:

The Employer shall appoint one (1) member and the Union shall appoint one (1) member, each to be appointed within ten (10) days following receipt of such written request for arbitration, and the members so appointed shall select within five (5) days after their appointment, a third member, who shall be Chairman.

12:02 If either party shall refuse or neglect to appoint a member as aforesaid to the Board of Arbitration, the Minister of Labour & Manpower for the Province of New Brunswick may be

requested by the other party to name a member. In the event that the two (2) members appointed are unable to agree upon the selection of a Chairman, the said Minister of Labour & Manpower may be requested by either party to name a Chairman of the Board. Where the Minister of Labour & Manpower fails or refuses to make an appointment, the provisions of the Arbitration Act shall apply.

12:03 A hearing of the Board shall commence within fifteen (15) days after the appointment of the Chairman, and shall continue in such manner that the arbitrators shall make their award in writing not later than one (1) month after the entering upon the reference. The decision of the majority of the Board shall be final and binding upon the parties to this Agreement. However, the Board shall not have the power to alter, modify nor amend this Agreement in any respect.

12:04 The expense and remuneration of the Chairman and secretarial services shall be borne in equal shares by the Employer and the Union. The expenses and remuneration of the other two (2) members of the Board shall be borne by the parties by whom they were selected or for whom they were appointed by the said Minister of Labour & Manpower.

12:05 It shall be the duty of the Board of Arbitration to hear all parties concerned and to determine the matters referred to it. Upon determination of the matter, the Board of Arbitration shall make 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.

12:06 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.

12:07 No grievance under this Agreement shall be deemed invalid by reason of any defect in form or any technical irregularity.

ARTICLE 13 – Suspension or Discharge

13:01 Procedure & Notification to Parties

A permanent employee may be dismissed only for just cause and only upon the authority of the City Manager. A Director may suspend an employee, but shall immediately report such action to the City Manager. When an employee is suspended or discharged, he shall be given the reason in the presence of his Steward. Such employee and the Union, through its Chief Steward, shall be advised promptly in writing by the Director of the reasons for such suspension or dismissal.

13:02 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 in his former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his 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 14 – Work Week

14:01 Hours of Work

The work week for employees covered by this Agreement shall consist of five (5) days except when a statutory, designated or proclaimed holiday occurs during the regular work week, in which case the work week shall be less than five (5) days. The five days shall be from Monday to Friday inclusive. The hours of work shall be from 8:30 a.m. to 4:30 p.m. Lunch break shall be of one hour duration. If an employee works his lunch break he shall be entitled to equal time off at a time mutually agreed. However, for employees doing work of a technical nature outside City Hall, the work week shall be 37¹/₂ hours per week, with appropriate lunch hour.

14:02 Exceptions

(a) Recreation Supervisors

All Recreation Supervisors may be required to work the hours that are needed to render the services for which they are employed and shall not be eligible for overtime, except that, if Recreation Supervisors are required to work in excess of an average of forty-four (44) hours per week over any quarterly period, then overtime at the rate of time and one-half (1½) shall be paid for all hours in excess of this average or compensatory time off on the same hourly basis be taken in lieu as mutually agreed. But nothing herein stated is intended to imply that the normal work week for Recreation Supervisors is forty-four hours.

Recreation Supervisors assigned to Community Centres may be required to work extra hours and shall not be eligible for overtime pay. However, such hours worked shall range from the minimum of thirty-five (35) hours. Any required hours worked in excess of an average of forty-four (44) hours in any calendar month shall be compensated for by corresponding time off above the minimum as mutually agreed.

(b) Others

The positions of Convention Officer, Programmer Analyst, and Property Management Officer may be required to work the hours that are needed to render the services for which they are employed and shall not be eligible for overtime, except that, if they are required to work an excess of an average of forty-four (44) hours per week over any quarterly period, then, overtime at the rate of time and one-half (1½) shall be paid for all hours in excess of this average or compensatory time off on the same hourly basis be taken in lieu as mutually agreed. But nothing herein stated is intended to imply that the normal work week for Convention Officer, Programmer Analyst, and Property Management Officer is forty-four (44) hours.

14:03 Overtime

Overtime shall be paid for at one and one half (1 $\frac{1}{2}$) times the regular rate on weekdays including Saturdays and two (2) times the regular rate on Sundays under the following circumstances:

(a) 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.

(b) 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 at the overtime rate on a "call back".

(c) Overtime shall be authorized in writing by the Supervisor prior to commencement, if possible.

NOTE: See also Memorandum of Agreement #1 PILOT PROJECTS (re-arranged work week).

(d) 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. Such overtime leave shall be taken within two (2) months of the time worked.

14:04 Shift Differential - Pay for Shift Work

For purposes of calculating shift differential in the weekly pay of those employees on a rotating or fixed shift schedule (shift premiums shall apply on fixed shifts in which any regular hours are worked between 6:00 p.m. and 6:00 a.m.). A rate of two-thirds ($\frac{2}{3}$) of the individual's current annual salary multiplied by seven (7) percent and divided by fifty-two (52) weeks, shall be employed. Such employees shall continue to receive shift differential pay as long as they are working under this agreement. It is expressly agreed and understood that the provisions of the Article shall not apply to employees involved in any Pilot Projects provided for in Memorandum of Agreement No. 1.

**ARTICLE 15 – Statutory, Designated and Proclaimed
Holidays**

15:01 The Employer recognizes the following as paid Holidays:

New Year's Day
Good Friday
Easter Monday
Queen's Birthday
New Brunswick Day
Canada Day
Labour Day
Thanksgiving Day
Remembrance Day

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

When Christmas Day falls on a Monday, Tuesday, Wednesday or Thursday, December 25th and December 26 shall be considered as paid holidays with time off.

When Christmas Day falls on a Friday, Saturday, or Sunday employees shall be entitled to four consecutive days off, two of which must be regular working days.

15:02 The above holidays shall be paid to all employees at their current regular rates of pay.

15:03 When any of the above-noted holidays falls on an employee's scheduled day off, an employee shall receive another day off in lieu.

15:04 When employees are required to work on a statutory, designated or proclaimed holiday, they shall be paid for the holiday as per Article 15:02 as well as either double time for all hours worked with a minimum of 4 hours as "call back" or compensatory time off on the same hourly basis be taken in lieu at a time mutually agreed. Permission for the specific time off as compensatory time will not be unreasonably withheld.

ARTICLE 16 – Vacations

16:01 An employee who has completed one (1) year of continuous service beyond the end of the period for which he has been paid under the terms of the "Vacation Pay Act", shall be granted two (2) weeks vacation with pay. Other vacation entitlements shall be as follows:

Upon completion of

- a) 2 years continuous service - 3 weeks
- b) 10 years continuous service - 4 weeks
- c) 25 years continuous service - 5 weeks
- d) 30 years continuous service - 6 weeks

The number of employees on vacation at any one time shall be limited to a reasonable number at the discretion of the Director 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 one floating holiday at a mutually agreed time each calendar year.

16:02 Holidays During Vacations

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

16:03 Vacation Pay

Upon written request an employee shall receive on the last pay day preceding commencement of his annual vacation, a cheque for his vacation pay. Vacation pay shall be paid by separate cheque.

ARTICLE 17 – Long-Service Pay and Retirement Pay

17:01 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 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.

17:02 Retirement Pay

The Employer agrees to pay each permanent and established employee upon retirement, one (1) month's pay for every five (5) year's service or fraction thereof to a maximum of six (6) month's 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) year's 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 year's continuous service, payment shall be made to the employee's dependants or beneficiary.

ARTICLE 18 – Welfare Benefits

18:01 Group Life Insurance

The Employer agrees to cost-share **75%** of the premium for a Group Life Insurance 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 City of Saint John. (Effective January 1, 1981.)

18:02 Medical/Dental Plan

The Employer agrees to cost-share **75%** of the premium for a Medical/Dental Plan for permanent and established employees with the employees paying the remaining **25%**.

The content of the dental plan which is to become effective July 1, 1981, shall be mutually agreed upon by the City and the Union. Upon implementation of the dental plan, the composite rate for the Medical/Dental Plan shall not exceed \$32.50 per month in the first year of the agreement. The composite rate is a rate for all employees.

Any employee who is not a participant in the Medical/Dental Plan shall not be entitled to a cash payment in lieu of the Employer's share of the premium. If the said Dental Plan is not implemented by July 1/81, the letter attached hereto dated March 26, 1981 shall form part of this Collective Agreement and be binding on the parties hereto.

18:03 Accidental Death and Dismemberment

The City agrees to investigate the cost of Accidental Death and Dismemberment and if found that an employee can receive three (3) times his or her salary at the same unit cost or less to the City then the City will incorporate same in the agreement.

18:04 The Sick Leave Plan and Military Leave as set out in Schedule "A" attached hereto and forming part of this Agreement shall apply to all employees within the bargaining unit.

ARTICLE 19 – Job Classification

19:01 The Employer agrees to meet with the Union for the purpose of discussing any new position to be established that is not included in the "save and accept" clause of Article 2:01 and Article 26A of the Working Agreement.

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.

19:02 The Employer shall prepare a new job description whenever a new job is created. When a new job is created, the rate of pay and grouping shall be subject to discussion between the Employer and the Union. If the parties are unable to agree on the rate of pay and grouping for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee.

ARTICLE 20 – Job Substitution

20:01 If a permanent employee substitutes on a job during the absence of another employee and performs the duties of a higher classification for a period of 15 days or more, he shall receive, after 15 days either the minimum rate of the higher group or the rate of a one-year increment in his own group added to his normal rate of pay, whichever is the greater. And that any employee who fills in a

higher classification and if found by the Supervisor or Department Head to be unsatisfactory, can be removed from the higher classification with the Department Head having the sole discretion in assigning the next senior qualified employee to do the job.

The 15 day qualifying period shall be applicable only on the initial job substitution of a person in a particular job during any one twelve-month period.

20:02 Job Transfer

No employee shall be transferred from one job classification to another with less pay nor lower rank nor group without his consent unless for disciplinary reasons.

20:03 Promotional Pay Increase

On promotion from one pay group to a higher pay group, an employee shall commence at a salary equal to the greater of (a) the minimum of the higher group or (b) his present rate plus one-half increment in the higher group.

20:04 Incremental Increases

An employee shall be entitled to increments as follows:

- (a) 1/2 on completion of the probationary period.
- (b) an additional 1/2 on the first anniversary of appointment.
- (c) on the second anniversary, the maximum for the position.

ARTICLE 21 – Technological Change

21:01 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. There shall be no change in the salary of any such employee during the training period other than his normal increment and no reduction in pay upon being reclassified in the new position.

21:02 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.

ARTICLE 22 – Leaves of Absence

22:01 Bereavement Leave

(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.

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

In the event of the death of an employee's grandparents living in the same household, two days shall be granted. In the event of the death of an employee's grandparents not living in the same household, one day shall be granted. In the event of the death of an employee's legal guardian, three days shall be granted.

Duration of the leave of absence granted an employee in the event of the death of other "in-laws" shall be at the discretion of the Director, Department Head, or Chief concerned.

(c) In the event of death of any member of the bargaining unit, the President or his appointee and the Steward of the Department concerned shall be granted paid leave up to a maximum of four hours for the purpose of attending the funeral and to pay last respects to the deceased.

22:02 Family Leave

An employee may be granted up to three (3) days leave of absence without loss of pay, in the event he is left homeless due to fire, flood, or any act of God, subject to the approval of the Director, Department Head or Chief concerned.

22:03 General Leave

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 educational purposes. The Employer shall grant leave of absence without pay and without loss of seniority to a maximum of six (6) months to any employee requesting such leave for good and sufficient cause. Such requests shall be made in writing by the employee and submitted to the Director, Department Head or Chief. If the Director, Department Head or Chief refuses to grant such leave of absence, the employee may appeal such decision to the City Manager. Upon approval by the City Manager, such leave of absence shall be granted.

22:04 Special Leave

(a) Up to four weeks unpaid leave of absence shall be granted at the employee's request once every five years, providing the employee has completed at least five years continuous service to earn entitlement. Such special leave may be taken in conjunction with annual vacations.

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

Employee's Marriage – one (1) day
Birth of Child (Father) – one (1) day
Adoption of Child – one (1) day

22:05 For Union Business

Time off shall be granted temporarily on proper notification to the Director/Department Head 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.

22:06 For 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) working days 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 Director, Department Head or Chief.

22:07 Reimbursing Employer for Pay & Benefits

An employee on unpaid approved leave of absence for Union business shall receive his 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.

22:08 Maternity Leave

An employee shall qualify for maternity leave after completion of the probationary period. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy up to a period of six (6) weeks before her time of delivery. Every employee who becomes pregnant shall notify the Employer at least three (3) months prior to the expected

date of termination of her pregnancy.

Maternity leave shall cover a period of up to six (6) months before or after the birth or adoption of a child of pre-school age. When a longer period is required for child care due to health reasons, the employer shall grant an extension up to a maximum of one (1) additional year. 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.

During the period of maternity leave, if permissible under the relevant plan, the Employer shall continue to pay its share of Pension, Blue Cross, 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 an equivalent position.

Employees entitled to Maternity Leave shall be permitted to use their accumulated sick leave credits to cover their Unemployment Insurance waiting period not to exceed two (2) weeks.

ARTICLE 23 – Safety

23:01 The Employer and the Union shall co-operate in maintaining and perfecting safety measures now in effect.

(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 such supplied safety equipment.

With the permission and signed approval of the Director of the Department concerned, the Employer agrees to re-imburse

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.

(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.

23:02 Injury on Duty

(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.

(b) Remuneration

When a permanent or established employee is injured on duty he shall receive full pay at the prevailing rates, subject nevertheless in case of injury to the provisions of the City of Saint John Pension Act, as amended and consolidated, provided he has complied with sub-section **23:02(a)** above.

Any monies received by a permanent or established employee from Workers' Compensation Board, in lieu of weekly pay, shall be paid to the City.

23:03 Civic Employees' Safety Committee

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

(b) Attendance

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.

23:04 Safety

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

ARTICLE 24 – General Conditions

24:01 Bulletin Boards

The Employer shall provide bulletin boards in each department 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.

24:02 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 re-imburse the employee for his share of the cost incurred.

24:03 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his 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.

24:04 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 Commissioner of Human Resources and the Secretary of the Union.

24:05 Definition of Word **Designate(s)**

For purposes of clarification, wherever and whenever City Manager, Chiefs, Commissioners, Directors, Assistant Directors 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.

24:06 Benefit to City

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

24:07 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).

24:08 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.

24:09 Access to Personnel File

Employees wanting to view their personnel files shall request in writing to the Commissioner of Human Resources. The



employee may view files and may make photocopies in the Department of Human Resources. The Employee is not to remove the file but must view in the presence of a duly designated member of the Department of Human Resources. Such request for viewing by an employee shall be granted within two (2) working days of the written request.

24:10 The Employer agrees to register the Sick Leave Plan with the Canadian Employment and Immigration Commission under Subsection 64(4) of the Unemployment 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 25 – Term of Agreement

25:01 Notification to Bargain

The Agreement shall take effect and be binding on the parties hereto for the period from January 1st, A.D., 1988 to December 31st, A.D., 1990 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) 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.

25:02 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 26A – Classifications, Salaries & Pay Table

Position Classification by Salary Group

Group 1

Clerk-Typist
Centrex Operator
P.B.X. Operator (See also 14:04 on Shift Differential)
Encoding Clerk

Group 2

Clerks: Order
Inventory Control
Permits
Billing - II
Ledger - Collections
Traffic Violation Clerk I
Works I

Stenographer I
C.P.I.C. Operator

Group 3

Clerk: Accounting
Stores
Works II
Budget
Payroll
Field Office (Rehabilitation & Redevelopment)
Accounts Receivable
Billing - III

Stenographer II
Assistant Cashier
Instrumentman I
Traffic Violations Clerk II
Assistant Information Systems Co-ordinator

Group 4

Senior Payroll Clerk
Accounting Clerk I
Purchasing Clerk
CIB Systems Filing Clerk
EDP Console Operator I
Cashier
Compositor Operator
Secretary I
Draftsman I
Instrumentman II
Internal Records/Budget Clerk (Police)
Information Systems Co-ordinator
Computer Operator

Group 5

Clerk: Maintenance
 Supply
 Costing
 Inspections
 Housing and Property
Recreation Supervisor I
Secretary II
Engineering Technician I
Planning Technician I
Draftsman II
Instrumentman III
Works Inspector I
Operations Data Technician
Crime Study Technician
Programmer
C.P.I.C. Supervisor

Group 6

Buyer I
Recreation Supervisor II

Secretary III
Parking Meter/Traffic Signal Technician
Draftsman III
Instrumentman IV
Works Inspector II
Supervising Clerk
Assistant By-Law Enforcement Officer

Group 7

Chief Clerk (Planning)
Water Rates Supervisor
Collections Supervisor
Traffic Operations Supervisor
Redevelopment Office Supervisor
Drafting Records Supervisor
Engineering Records Supervisor
Sub-Division Plans Examiner
Building Plans Examiner
Traffic Engineering Technician
Engineering Technician II
Planning Technician II
Traffic Statistics Analyst
Assistant Building Inspector (Housing Code)
Assistant Building Inspector
Accounting Clerk II
Cultural Officer
Insurance Co-ordinator
Office Supervisor (Municipal Operations)

Group 8

Tenant Relations Officer
Civilian Office Supervisor
Recreation Supervisor III
Assistant Purchasing Agent
Paymaster
Planning Technician III
Engineering Technician III
Assistant Plumbing Inspector
Supervising Clerk (Works Administration)

**Parks Planning Technician III
Supervisor, Cash and Collections.**

Group 9

**Recreation & Parks Office Supervisor
Chief Clerk (Work Study & Systems Analyst)
Recreation Supervisor IV
Standards Officer
Planner I
Park Planning Assistant
Engineering Technician IV
Plumbing Inspector
Property Negotiator
Convention Officer
Programmer Analyst
Property Management Officer**

ARTICLE 26B — Classification - Salaries - All Employees

	January 1, 1988		January 1, 1989		January 1, 1990	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Group 1	16,882	18,485	17,600	19,270	18,392	20,137
Group 2	18,913	20,744	19,717	21,625	20,604	22,598
Group 3	20,943	23,000	21,833	23,977	22,815	25,056
Group 4	22,973	25,256	23,949	26,329	25,027	27,514
Group 5	25,006	27,512	26,069	28,681	27,242	29,971
Group 6	27,260	30,020	28,419	31,296	29,698	32,704
Group 7	29,517	32,527	30,772	33,909	32,157	35,435
Group 8	31,774	35,034	33,125	36,523	34,615	38,167
Group 9	34,029	37,539	35,476	39,135	37,072	40,896

INCREMENTS — For the purpose of Article 20 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, 1988.

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

in the presence of: THE CITY OF SAINT JOHN
("THE EMPLOYER")

Elsie E. Wayne
Mayor

Paul Groody
(As to Both)

Mary L. Munford
Common Clerk

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

Kevin Estabrooks
President

John E. Long
(As to Both)

Maureen Smith
Secretary

Memorandum of Agreement No. 1

Pilot Projects (re-arranged work-week1)

1) It is agreed between the Employer and the Union that a number of pilot projects with a re-arranged work-week based on present working hours per week, will be implemented during term of this contract.

2) The Employer (three (3) members) and the Union (three (3) members) shall meet to organize the pilot projects, before going into effect.

3) The Union agrees to provide supervision as required in all pilot projects organized during the term of the Agreement. It is understood that the implementation of these projects is not to be all encompassing, i.e., over the entire bargaining unit.

4) In the determining of the areas in which the projects are to be applied, there is a provision for a specific time period not to exceed six months in each of the project areas.

5) It is understood that all projects will not be in operation at the same time but will be spread throughout the term of the agreement.

6) It is agreed that employees working the re-arranged hours will be paid on the same basis as their regular hours per week.

7) It is agreed that at the termination of this contract all hours worked with respect to the projects will revert to the normal or regular hours per week, until all of the results of the projects have been assessed as to the advisability of continuing the projects.

Memorandum *of* Agreement **No. 2**

Revision and Update *of* Recognition Article

Upon signing of this Agreement, the parties hereto shall review and up-date, by addition or deletion and change of title as necessary, the Article 2:01 Recognition to reflect the current situation. When mutual agreement on the various elements has been reached, copies of the revised clause shall be forwarded to the Industrial Relations Board, N.B. Department of Labour. Such document shall be added to and form part of this working agreement, superceding the existing wording.

APPENDIX "B"

Administrative/Supervisory/Professional Staff (Non-Union)

City Manager
Deputy City Manager
Assistant City Manager
Administrative Assistants to City Manager
Executive Assistant to City Manager
Common Clerk
Assistant Common Clerk
Deputy Common Clerk
Commissioners
Deputy Commissioners
Directors
Assistant Directors
Fire Chief
Police Chief
Deputy Fire Chief
Deputy Police Chief
District Chiefs
Administrative Officer (Fire)
Personnel Officer II
Personnel Officer I
Labour Relations Officer
Occupational Safety Officer
Secretary I (Personnel)
Clerk-typist (Labour Relations)
Personnel Records Clerk
Stenographer I (Personnel)
Clerk-typist (Personnel)
Manager, Staffing & Development
Salary & Benefits Officer
Staffing & Development Officer
Employment Relations Officer
Human Resources Assistant
Staffing Assistant
H.R. Records Analyst
H.R. Administrative Clerk

City Solicitor
Solicitors I, II, III
Legal Stenographer
Legal Secretary
Manager, Visitor Bureau
Manager, Port Development
Executive Director, Port Development
Manager, Civic Public Relations
Manager, Public Affairs
Chief Engineer, Operations (Works)
Chief Engineer, Water & Sewerage
Senior Project Engineer
Project Engineer
Management Services Engineer
Design Engineers
Traffic Engineers
Assistant Engineers
Superintendents
Assistant Superintendents
General Foreman
Mechanical Supervisor
Operations Engineer
Registered Land Surveyor
Budget Control Officer (Municipal Operations)
Deputy Market Clerk (Municipal Operations)
Chief, Technical & Inspection Services/Building Inspector
Deputy Building Inspector
Budget Officer
Chief Accountant
Manager, Data Processing Services
Management Systems Officer/E.D.P. Supervisor
Data Processing Supervisor
Marketing Manager, Port Development
Chief, Development Control & Assistant Development Officer
Manager, Development Control
Manager, Policy Planning
Planner II
Planner III
Heritage Planner

Rehabilitation Services Officer
Property & Appraisals Officer
Manager, Building Maintenance
Real Estate Appraisal Officers
Purchasing Agent
By-Law Enforcement Officer
Executive Secretary to City Manager
Executive Assistant to the Mayor
Administrative Assistant/Secretary to the Mayor (As per letter
of Agreement dated February 3, 1985)
Administrative Assistant (to the Police Chief and Board of Police
Commissioners)
Tourist Officer

SCHEDULE "A"

Welfare Benefits

1) Sick Leave Defined

Sick Leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, 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.

2) 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 1 - 1/2 days per year to be deducted from sick leave benefits.

3) Sick Leave Plan Accumulation

Every employee shall accumulate sick leave at the rate of 1 1/2 days per month worked up to an accumulated total of 180 days. Accumulated sick leave accrued by the employees as of December 31, 1980 shall be carried forward.

4) Deduction from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days exclusive of holidays absent for sick leave, Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one half day. Sick leave shall be paid at the employee's rate of pay for his permanent classification in effect on the first day of sickness.

5) Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of two (2) working days, certifying that he was unable to carry out his duties due to illness or due to exposure to a contagious disease.

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

6) 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, he shall not receive sick leave credits for the period of such absence but shall retain his cumulative credit, if any, existing at the time of such layoff or leave of absence. These credits, if any, may then only be used by the employee after he returns to active duty with the department. In the event the layoff period is longer than six (6) months, the credits do not apply.

7) Sick Leave and Vacation Leave

If an employee is on sick leave he 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.

8) Extension of Sick Leave

An employee with more than one (1) year of service who has exhausted all of his sick leave credits shall be allowed an extension of his sick leave to a maximum of fifteen (15) working days.

9) Sick Leave Bank Credits

Every employee who has completed one or more years of service as of December 31, 1977, shall contribute five (5) days from his unused accumulated sick days, if any, which shall be placed in a Sick Leave Bank.

Further, every employee with one year or more of service will allow one day per year, commencing January 1, 1980, from his sick leave credits for that year to be added to the Sick Leave Bank.

No further accumulation to the Sick Leave Bank will be made after the Bank has a total of 800 days. When the Bank balance drops below 400 days, the City of Saint John shall replenish the Bank to 800 days once only with no deduction from employees. If the Bank drops a subsequent time below 400 days employees deductions will replenish it as determined by the Union.

10) Sick Leave Bank Allotments

Applications for an allotment from the Sick Leave Bank may be made by an employee, who, for example, through a prolonged illness, has exhausted his own sick leave credits.

No employee with less than one year's continuous service shall be eligible for an allotment from the Sick Leave Bank. In the event an employee becomes totally disable, as signified by a medical certificate, he shall be referred to the Pension Board and not be eligible to draw from the Bank.

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. No allotment from the Sick Leave Bank shall be made until the employee has exhausted all his accumulated sick leave, and vacation credits.

Allotment of Sick Leave from the Bank shall be at a daily rate equal to the employee's daily rate while on his own accumulated sick leave.

Under no circumstances shall there be any pyramiding of benefits.

11) 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.

12) Union Sick Leave Bank Committee

The Committee of Local Union 486 shall consist of two (2) union members.

The Committee of Local Union 486, C.U.P.E. and the City shall consist of two representatives from the Union and two from the City.

Any disputes in regard to the administration of the sick leave plan as defined herein shall be submitted to the undernoted persons to act as a sole Arbitrator for arbitration in accordance with Article 55 of the Industrial Relations Act, R.S.N.B.

The Arbitrator shall be chosen on an equitable rotating manner. If the first named is unable to act then the next in line shall hear the matter in dispute and give his final ruling within 72 hours from day of appointment which shall be final and binding on both parties.

Either party can submit a dispute to arbitration.

Local No. 486 Nominee

Dr. Richard Snow

City of Saint John Nominee

Dr. Leonard Morgan

For greater clarification either party may replace their nominee by giving written notice to the other party.

13) Military Leave

(1) 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.

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

SCHEDULE "B"

The following is a list of permanent employees of the City of Saint John, CUPE Local 486, as of August 9, 1985:

Name	Position
1. Lynne Couture	Secretary 2
2. Marilyn Hanley	Clerk-Typist
3. Lorraine Linton	Secretary 3
4. Kimberley Steward	Clerk-Typist
5. Rosemary Oliver	Secretary 2
6. Dianne Porter	Accounting Clerk 1
7. Phyllis O'Donnell	Accounting Clerk 2
8. Douglas Vincent	Accounting Clerk 2
9. Lynn Kearns	Accounting Clerk 2
10. Deborah McKinnon	Clerk 3
11. Lori Reid	Clerk-Typist
12. Emery LeBlanc	Insurance Co-ordinator
13. Dorothy Allan	Paymaster
14. Barbara Rooney	Clerk 3
15. Mary Ellen Price	Clerk 4
16. Anne Stephen	Clerk-Typist
17. Kimberley Shaw	Clerk 2
18. Velma Keirstead	Clerk 4
19. Ann Crawford	Accounting Clerk 1
20. Krista Wilson	Clerk-Typist
21. Susan Nowlan	Clerk 6
22. Mary Gormley	Assistant Cashier
23. Noreen Allman	Cashier
24. Jane Morrison	Clerk 2
25. Christine O'Keefe	Clerk-Typist
26. Terrance Sutton	Buyer 1
27. Anna Laubman	Clerk 4
28. Thelma Carpenter	Clerk-Typist
29. David Logan	Clerk 4
30. Susan Barrieau	EDP Console Operator
31. Greta Wiggins	Senior Computer-Operator
32. Cynthia Goreham	Clerk 1

33. Garnet Ernst	Programmer Analyst
34. Alice Day	Clerk 1
35. Laurie Pach	Programmer Analyst
36. Gary McFadyen	EDP Console-Operator
37. Sharon Porter	Stenographer 1
*38. Sharon Stanton	Secretary 1
39. Brian Shanks	Crime Study Tech.
40. William McGovern	Supervisor 2
41. Dale Christie	Clerk 4
42. Holly Lemesurier	Clerk-Typist
43. Gladys Forbes	Clerk-Typist
44. Patricia Landers	Communications Con-Oper
45. Irene Legassie	Communications Con-Oper
46. Joyce Goddard	Clerk 4
47. Marykate Sheehan	Clerk 2
48. Lynn Rogers	Communications Con-Oper
49. Paula Gault	Communications Con-Oper
50. Ruth Scoville	Stenographer 1
51. Patricia Chouinard	Stenographer 1
52. Claire Cook	Clerk 3
53. Joyce Enright	Clerk 2
54. David Mabey	Building Plans Examiner
55. Craig Gillespie	Assistant Building Inspector
56. George Keirstead	Assistant Building Inspector
57. Alan Bainbridge	Assistant Building Inspector
58. Richard Jones	Assistant Building Inspector
59. Gary Stairs	Assistant Plumbing Inspector
60. Burton Gale	Plumbing Inspector
61. Tibor Halassy	Asst. Bylaw Enfo. Officer
62. Audrey Hickey	Costing Clerk 5
63. Maureen Smith	Secretary 2
64. Charles Palmer	Supervisor 1
65. Elizabeth McLean	Stenographer 2
66. Nancy Roe	Stenographer 2
67. Patrick Bent	Instrumentman 2
68. Robert McIntyre	Instrumentman 3
69. Daniel Harvey	Engineering Tech. 1
70. John Long	Instrumentman 3
71. Earl Rice	Instrumentman 3

72. David Lewell	Engineering Tech. 2
73. Mark Mabee	Engineering Tech. 2
74. John Ellefsen	Draftsman 2
75. David Somerville	Operations Technician
76. Mary Davis	Clerk 3
77. Dorothy Dunn	Stenographer 1
78. Laurie Gamblin	Costing Clerk 5
79. Donna Perkins	Clerk-Typist
80. Twyla Harvey	Stenographer 1
81. Henry Melanson	Traffic Stat. Analyst
82. Norman Devenne	Meter & Sign Technician
83. William Crawford	Instrumentman 3
84. Kevin Estabrooks	Instrumentman 2
85. Jerome Molloy	Instrumentman 2
86. Daniel Nowlan	Costing Clerk 5
87. Wayne Ough	Engineering Tech. 2
88. George Foster	Engineering Tech. 4
89. Christiaan Vriezen	Engineering Tech. 1
90. Eleanor Short	Clerk-Typist
91. Rosa Papadopoulos	Clerk 2
92. Marion Dougherty	Clerk 2
93. Alice Gorman	Clerk 2
94. Mary Revie	Supervisor 1
95. Helen Tracey	Supervisor 1
96. Pamela Shannon	Clerk 3
97. Elaine Sheffar	Clerk 3
98. Darrellene MacGillivray	Clerk 2
99. Nancy Giddings	Clerk-Typist
100. Glen Stanton	Engineering Tech. 1
101. Allan Lingley	Instrumentman 2
102. John McLaughlin	Engineering Tech. 2
103. Peter Knight	Works Inspector 1
104. Robert Burnett	Engineering Tech. 2
105. Paul Pattman	Engineering Tech. 2
106. Barry Totten	Engineering Tech. 2
107. Robert Hamilton	Chemical Technologist
108. James Coughlan	Supervisor 1
109. Donald Wilson	Sub Division Examiner
110. Kenneth Campbell	Planning Tech. 2

111. James Achorn	Draftsman 2
112. Ronald Hewey	Draftsman 3
113. Barbara Nickerson	Secretary 3
114. Mary Flower	Stenographer 1
115. Ruth Hazlewood	Stenographer 1
116. Jacqueline Ferrar	Stenographer 2
117. Linda Meehan	Secretary 2
118. Rosemary Costello	Clerk 2
119. Elva Stephen	Clerk-Typist
120. Lorraine Denton	Clerk-Typist
121. William McCluskey	Supervisor 1
122. David Williston	Asst. HSG Code Inspector
123. Ruth Leavitt	Secretary 2
124. Julia Burley	Stenographer 2
*125. Shirley Elliott	Tourist Officer
126. Arnold Hachey	Convention Officer
127. Stephen Curbishley	Draftsman 1
128. Brenda McGraw	Stenographer 1
129. Joyce Wilkes-Losier	Secretary 1
130. Gregory Mackin	Costing Clerk 5
131. Douglas McKiel	Draftsman 3
132. David Goss	Recreation Supervisor 4
133. David O'Toole	Recreation Supervisor 4
134. Theresa Enright	Clerk-Typist
135. Valerie Auvinen	Recreation Supervisor 2
136. Fred Miller	Recreation Supervisor 2
137. Charles Edison	Recreation Supervisor 1
138. Victor Fitzgerald	Recreation Supervisor 2
139. Kevin Carson	Recreation Supervisor 1
140. May Yvonne Lee	Recreation Supervisor 2
141. Susan Fitzpatrick	Recreation Supervisor 1
142. Deborah Cooper	Recreation Supervisor 2
143. Jacqueline Henneberry	Recreation Supervisor 2
144. Barry Freeze	Recreation Supervisor 1
145. Patrick Palmer	Recreation Supervisor 4
146. Donald Sherwood	Recreation Supervisor 4
147. Ella Grosweiner	Social & Cult Officer
148. Annie Chan	Clerk-Typist
149. Nancy Wilson	Secretary 1

150. Ellen Sargent

Clerk-Typist

- Two employees noted, after January 1, 1988, shall not affect the numbers detailed in Article 4:03(b).