

SOURCE	Union		
EFF.	97	06	01
TERM.	2000	05	31
No. OF EMPLOYEES	5		
NOMBRE D'EMPLOYÉS	5		

COLLECTIVE AGREEMENT

BETWEEN

SAINT JOHN PORT CORPORATION

AND

**PUBLIC SERVICE ALLIANCE OF CANADA
AND ITS LOCAL 60611**

SAINT JOHN, NEW BRUNSWICK

JUNE 1, 1997 TO MAY 31, 2000

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ARTICLE A-I

PURPOSE OF AGREEMENT

- A-1.01 The purpose of this Agreement is to maintain harmonious and mutually 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.
- A-1.02 The parties to 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 A-2

INTERPRETATION AND DEFINITIONS

A-2.01

For the purpose of this Agreement:

- (a) "Employer" means the Saint John Port Corporation.
- (b) "Employee" means a person who is a member of the bargaining unit.
- (c) "Alliance" means the Public Service Alliance of Canada.
- (d) "Union" means the Public Service Alliance of Canada, Union Local 60611 at the Saint John Port Corporation.
- (e) Common Section - the terms and conditions outlined herein apply to all Employees covered in Appendix "B".
- (f) Clerical Section - the terms and conditions outlined herein apply to only those Employees covered in Appendix "B (a)".
- (g) "Call-Out" means when an Employee is notified to report to work while Off-Duty".

ARTICLE A-3

MANAGEMENT RIGHTS

A-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 for cause and to require Employees to observe the Employer's rules and regulations not inconsistent with the provisions of this Agreement.

ARTICLE A-4

SCOPE AND RECOGNITION

- A-4.01
- (a) The following conditions of work, insofar as the Employer has the right to agree thereto, shall apply to Employees working at the Saint John Port Corporation, Saint John, New Brunswick.
 - (b) The Employer recognizes the Alliance as the sole bargaining agent for the Employees occupying positions as described in the certificate issued by the Canada Labour Relations Board, 27th day of September, 1985 - Saint John and identified in the classifications set forth in Appendix "B" hereof.

ARTICLE A-5
STATE SECURITY

A-5.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulation given or made by, or on behalf of, the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

ARTICLE A-6

NO CESSATION OF WORK

A-6.01 The parties agree that there shall be no strikes, walk-outs, lockouts or any other interruption of work during the term of this Agreement.

ARTICLE A-7

ALLIANCE REPRESENTATIVES AND COMMITTEES

- A-7.01 The Employer acknowledges the right of the Alliance to appoint Employees as Union Stewards, and in their absence their alternates. The Employer shall be advised by letter of the names of those so appointed before they are recognized
- A-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.
- A-7.03 A Union Steward shall obtain permission of his immediate Supervisor or Designate before leaving his work - to investigate a complaint or grievance raised by an Employee. The Steward is to advise his Supervisor or Designate upon his return to duty.
- A-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.
- A-7.05 Where operational requirements permit, the Employer shall grant time off to not more than two 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.
- A-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.

A-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.

A-7.08 If an Employee is elected or selected for a full-time position with the Alliance, the Employer may grant, at its discretion, leave without pay for up to one year following consultation between the parties regarding operational requirements. Such leave without pay shall not be unreasonably withheld.

ARTICLE A-8

UNION SECURITY

- A-8.01 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.
- A-8.02 For the purpose of applying Clause 8.01, payroll deductions for the payment of Alliance dues, and insurance premiums, shall commence the month following an Employee's entry into service of the Employer.
- A-8.03 The Employer shall not be held liable or responsible for any such dues other than those actually collected on behalf of the Alliance and it is understood and agreed that the Alliance shall indemnify and save harmless the Employer from any and all claims which may be made by an Employee or Employees for amounts deducted from wages as herein provided.
- A-8.04 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 A-9

INFORMATION FOR EMPLOYEES AND THE ALLIANCE

- A-9.01 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.
- A-9.02 The Employer agrees to provide the Alliance with one (1) copy of the Collective Agreement for each Employee in the bargaining unit.
- A-9.03 The Employer shall provide 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.
- A-9.04 The Employer agrees to provide the Alliance Representative with a copy of those personnel directives directly affecting Employees of this bargaining unit.
- A-9.05 The Employer, on written request, agrees to provide an Employee with a complete and current written statement of his duties and responsibilities.

ARTICLE A-10

SEVERANCE PAY

- A-10.01 An Employee who has one year or more of continuous employment is entitled to be paid severance pay at the time of lay-off.
- A-10.02 In the case of an Employee who is laid off for the first time 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.
- A-10.03 In the case of an Employee who is laid off for a second or subsequent time 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.
- A-10.04 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.
- A-10.05 Resignation
- Subject to Clause A **10.06**, 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) less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave.

A-10.06

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 from the Employer.

A-10.07

Death

Regardless of 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), less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu thereof from the Employer.

A-10.08

Under no circumstances shall the maximum severance pay provided under each of the above clauses be pyramided.

A-10.09

The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the Employee is entitled in accordance with Appendix "A" of this Agreement and shall not include acting pay.

ARTICLE A-11

GRIEVANCE PROCEDURE

A-11.01 Consultation

When an Employee feels he has a complaint, he shall be encouraged to consult with his Supervisor or Designate in respect to such complaint, accompanied, if he so wishes, by his Union Representative.

Failure to **so** consult on such a complaint shall in no way affect his right to file a formal grievance in the manner set forth in this article.

A-11.02 Formal Grievance

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

A-11.03 An Employee may be assisted and/or represented by the Alliance when presenting a formal grievance at any level of the grievance procedure.

A-11.04 Step No. 1

An Employee may present a grievance to the designated Representative of management at Step 1 not later than twenty (20) working days after the date on which he becomes aware of the circumstances giving rise to the grievance.

A-11.05 Management's designated Representative at Step 1 shall reply to an Employee's grievance within ten working days after the grievance is presented.

A-11.06

Step No. 2

An Employee may present a grievance to management's Representative at the second step, either:

- (a) When the decision rendered by management's Representative at the first step is not satisfactory to him, within ten (10) days after that decision has been conveyed in writing to him, or
- (b) When the Employer has not conveyed a decision in writing to him within the time limits prescribed in Article A 11.05 within thirty (30) days after he presented the grievance at the first step.

A-11.07

Management's designated Representative at Step 2 shall reply to an Employee's grievance within ten (10) days after the grievance is presented in accordance with Article A-11.06.

A-11.08

Step No. 3

An Employee may present a grievance to management's representative at the third step, either:

- (a) When the decision rendered by management's representative at the second step is not satisfactory to him, within ten (10) days after that decision has been conveyed in writing to him, or
- (b) When the Employer has not conveyed a decision in writing to him within the time limits prescribed in Article A-11.07 within thirty (30) days after he presented the grievance at the second step.

A-11.09 Management's designated Representative at Step 3 shall reply to an Employee's grievance within ten (10) days after the grievance is presented in accordance with Article A-11.07.

<u>Step</u>	<u>Union Representative</u>	<u>M a n a g e m e n t Representative</u>
1	Alliance Representative	Supervisor or Designate
2	Alliance Representative	Department Head or Designate
3	Alliance Representative	General Manager or Designate

A-11.10 A grievance arising directly between the Employer and the Alliance involving the 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 designated Representative at Step 3 of the grievance procedure within fifteen (15) 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) 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 representatives of the two parties within ten (10) days in an effort to resolve the issue in dispute. Failing settlement within fifteen (15) 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.

A-11.11 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) days of its intention to refer the matter to a Board of Arbitration and the name of its nominee to such a Board.

- A-11.12 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.
- A-11.13 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.
- A-11.14 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.
- A-11.15 An Arbitration Board shall have no power to alter, add to, subtract from, amend, modify, or substitute any part of this Agreement.
- A-11.16 By mutual agreement, a single arbitrator may be asked to render decision on a dispute in which case his fee and expenses shall be borne equally by the parties.
- A-11.17 General
- In determining the time limits within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and Holidays shall be excluded.
- A-11.18 The time limits stipulated in this Article may be extended by mutual agreement between the Employer and the Employee and where appropriate, the Alliance.
- A-11.19 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the final level may be eliminated by mutual agreement of the Employer and the Alliance.

ARTICLE A-12

JOINT CONSULTATION

- A-12.01 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.
- A-12.02 Consultation may take place for the purpose of providing information, discussing the application of Employer's 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 or to modify the terms of this Agreement.
- A-12.03 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.
- A-12.04 The Local's President may attend regular meetings in order to address a specific subject. However, if it is to attend the meeting **as** a committee member than the president must, as per past practice, replace one of the regular committee members.

ARTICLE A-13

SUCCESSORCLAUSE

A-13.01

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 A-14

DURATION AND RENEWAL

- A-14.01 The duration of this Agreement shall be from the 1st day of June, 1997 until ⁹
the 31st day of May, 2000. †

- A-14.02 Unless otherwise stipulated, the provisions of this Agreement shall become
effective on the date this Agreement is signed.

- A-14.03 This agreement may be amended by mutual consent.

ARTICLE A-15

CARRY-OVER OF ANNUAL LEAVE

A-15.01

Upon a written request submitted before October 1st of the current year, an Employee shall be granted up to one week carry over of his Annual Vacation Leave provided that previous carry overs have been liquidated.

ARTICLE A-16

PUBLIC SERVICE ACT, REGULATIONS AND DIRECTIVES

- A-16.01 The Act, Regulations and Directives specified hereunder shall apply to this Agreement in their entirety.
- (a) Public Service Superannuation Act and Regulations.
 - (b) Disability Insurance Plan Regulations.
 - (c) Removal Expense Regulations.
 - (d) Treasury Board Travel Directive.
 - (e) Canada Labour Code Part IV.
 - (9)** Canada Labour Code Part V.

ARTICLE B-1

RESTRICTIONS ON OUTSIDE EMPLOYMENT

B-1.01

Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, Employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer.

ARTICLE B-2
HOURS OF WORK

B-2.01 For the purpose of this Agreement, a week shall consist of seven (7) consecutive days beginning at 00.01 hours Sunday morning and ending at **24.00** hours Saturday. A day is a twenty-four (**24**) hours period commencing at 00.01 hours.

B-2.02 Day Work

The scheduled work week shall be thirty-seven and one-half (**37 1/2**) hours Monday to Friday inclusive and the scheduled work day shall be seven and one-half (**7 1/2**) consecutive hours, exclusive of a lunch period, between the hours of 7:00 A.M. and 6:00 P.M.

B-2.03 The Employer agrees that before any schedule of working hours is changed, the change will be discussed with the Alliance Representative, including establishment of **summer** and winter hours of work.

B-2.04 The Employer may require Employees to register their attendance in a form or forms to be determined by the Employer.

ARTICLE B-3

OVERTIME

B-3.01

Definition

- (a) "Overtime" means any work authorized in advance and performed by the Employee which is in excess or outside of an Employee's normal scheduled hours of work.

An Employee who is required to work overtime shall be paid at the applicable overtime rate.

- (b) "Straight Time Rate" means an Employee's weekly rate of pay divided by the regular weekly hours of work established by this Agreement.
- (c) "Time and One-half" means one and one-half (1 1/2) times the straight time rate.
- (d) "Double Time" means two (2) times the straight time rate.

B-3.02

Assianment of Overtime Work

- (a) The Employer shall make every reasonable effort to allocate overtime on an equitable basis among readily available qualified Employees.
- (b) Employees required to work overtime shall be given at least five (5) hours advance notice of such requirement except in an emergency situation.

B-3.03

Overtime Compensation

- (a) An Employee shall be paid overtime at the applicable overtime rate for each fifteen (15) minute period of overtime worked.
- (b) An Employee shall be paid double time for all hours of overtime worked in excess of eight (8) consecutive hours of overtime in any contiguous period.

- (c) An Employee shall be paid double time for all hours scheduled on the Employee's regular day off, if he is required to work.
- (d) An Employee scheduled to work outside of his regular hours of work and not contiguous with those hours of work, shall **be** paid at the rate of time and one-half with a minimum of four (4) hours straight time pay.

B-3.04 Call-Back and Reporting Pay

An Employee called back for duty which is not contiguous with his regular hours of work shall be entitled to the greater of,

- (a) Compensation at the applicable overtime rate, or
- (b) Compensation equivalent to four **(4)** hours pay at time and one-half (1 1/2) his normal rate of pay.

B-3.05 Meal Allowance

An Employee who works more than three (3) hours of overtime immediately before or following his normal hours of work, or who works more than ten and one-half (10 1/2) hours on a Saturday, Sunday or statutory holiday, shall:

- (a) Be paid an amount of ten dollars (\$10.00) effective June 1, 1997, as meal allowance;
- (b) Be granted adequate time off with pay for a meal break.

B-3.06 Compensating Time

- (a) Overtime shall be compensated in cash except where upon mutual agreement between the Employee and the Employer, overtime may be compensated in compensatory leave with pay.
- (b) The Employer shall grant compensating time off at times convenient to the Employee and the Employer.
- (c) Compensatory leave with pay not used by the end of the calendar year will be paid for in cash.

- (d) Overtime shall be compensated by cash payment not later than two (2) weeks following that in which the overtime was worked.

B-3.07

There shall be no duplication of overtime payments.

ARTICLE B-4

DESIGNATED PAID HOLIDAYS

B-4.01 Subject to Clause B-4.02, the following days shall be designated paid holidays for Employees:

- (a) NEW YEAR'S DAY
- (b) GOOD FRIDAY
- (c) EASTER MONDAY
- (d) The day fixed by proclamation of the Governor-in-Council for celebration of the Sovereign's Birthday.
- (e) DOMINION DAY
- (f) FIRST MONDAY IN AUGUST
- (g) LABOUR DAY
- (h) The day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving.
- (i) REMEMBRANCE DAY
- (j) CHRISTMAS DAY
- (k) BOXING DAY
- (l) The afternoon of the **last working** day before Christmas Day and the afternoon ~~of~~ the last working day before New Year's Day. Notwithstanding any other provisions ~~of~~ this section, Employees who are required to work these afternoons will only be granted equivalent time off with pay.

If the Governor-in-Council declares Heritage Day as a general holiday, it shall be included as a "Designated Paid Holiday" for the purpose of this Agreement.

B-4.02 An Employee is not entitled to be paid for a holiday on which he does not work when he is not entitled to pay for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the designated holiday.

B-4.03 Holiday Falling On A Day of Rest

When a day designated as a holiday under Clause B-4.01 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.

B-4.04 When a day designated as a holiday for an Employee is moved to another day under the provisions of Clause B-4.03

- (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.
- (c) Work performed by an Employee on a designated paid holiday shall be compensated for the first seven and one-half (7 1/2) hours at two times his regular rate, in addition to his regular rate for the day.

B-4.05 Holiday Coinciding With Day of Paid Leave

Where a day that is a designated holiday for an Employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

ARTICLE B-5
VACATION LEAVE

B-5.01 Accumulation of Vacation Leave

An Employee shall earn vacation leave credits for each calendar month during which he receives pay for at least ten (10) days; he shall earn credits at the following rate:

- (a) One an one-quarter (1 1/4) days per calendar month.
- (b) One and two-thirds (1 2/3) days per calendar month if he has completed ten (10) 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 ten (10) years of continuous employment.
- (c) Two and one-twelfth (2 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 1/2) days per calendar month if he has completed thirty (30) 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 thirty (30) years of continuous employment.

B-5.02 An Employee is entitled to vacation leave with pay to the extent of his earned credits but an Employee who has completed six (6) months of continuous service may, at the discretion of the Employer, receive an advance of credits equivalent to the anticipated credits for the vacation year.

B-5.03

The vacation year shall be from January 1st to December 31st.

- (a) An Employee's vacation leave shall normally be taken during the vacation year in which he has earned vacation leave credits. The Employee shall advise the Employer of his vacation preference by April 1st.
- (b) Subject to operational requirements, the Employer will attempt to:
 - i) grant vacation leave during the year in which it was earned;
 - ii) grant each Employee on request at least three (3) consecutive weeks of vacation leave;
 - iii) grant vacation leave as may be requested by the Employee.
- (c) The Employer, at its discretion, may grant vacation leave to an Employee during his first six (6) months of employment.

B-5.04

The Employer shall give an Employee as much notice as is practicable and reasonable of approval or disapproval of a request for vacation leave. In the case of disapproval, alteration, or cancellation of such leave, the Employer shall give the reason therefore.

B-5.05

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.

B-5.06

Recall From Vacation Leave

- (a) The Employer will make every reasonable effort not to recall an Employee to duty after he has proceeded on vacation leave.
- (b) Where, during any period of vacation leave, an Employee is recalled to duty, he shall be reimbursed expenses that he incurs;
 - i) in proceeding to his place of duty;

- ii) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled;

after submitting such accounts as are normally required by the Employer.

- (c) The Employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under Clauses B-5.07 (a) and (b) to be reimbursed for reasonable expenses incurred by him.

B-5.07 Leave when Employment t

When an Employee dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation and furlough leave to his credit by the daily rate of pay applicable to the Employee immediately prior to termination of his employment.

B-5.08 Advance Payments

- (a) Requests for advance vacation pay, on the prescribed form, must be received in Personnel Department 14 calendar days prior to the Friday immediately preceding the first day of vacation.
- (b) Advance vacation payments will be made for periods of not less than one week or multiples thereof.

B-5.09 Proving the Employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be **an** immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

B-5.10

Vacation Leave Scheduling

Where a dispute develops respecting the granting of leave to more than one Employee at the same time, the Employer will consult with Union Representatives, Failing to reach agreement seniority in years shall **be** the only governing factor providing operational requirements permit.

B-5.11

Provided past service with the Employer has not been interrupted **by** a continuous break in service exceeding three (3) months, such service shall count towards the qualifying period of continuous employment for the purpose of determining vacation leave entitlement.

ARTICLE B-6

SICK LEAVE

B-6.01 Credits

An Employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he earns pay for at least ten (10) days.

B-6.02 Granting of Sick Leave

An Employee is eligible for sick leave with pay when he is unable to perform his duties because of illness or injury provided that:

- (a) he satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and
- (b) he has the necessary sick leave credits.

B-6.03 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 B-6.02;

- (a) if the period of leave requested does not exceed five (5) days, and
- (b) if in the current calendar year, the Employee has not been granted more than ten (10) days' sick leave wholly on the basis on statements signed by him.

B-6.04 (a) 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.

- (b) If an Employee becomes ill during a period of compensating time off and such illness is supported by a medical certificate, the Employee shall be granted sick leave with pay, in accordance with Clause B-6.02, and his compensatory leave credits shall be restored to the extent of any concurrent sick leave granted.

B-6.05

Where an Employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of Clause B-6.02 sick leave with pay may be granted:

- (a) for a period of up to twenty-five (25) days if he is awaiting a decision for an application for injury-on-duty leave; or
- (b) for a period of up to fifteen (15) days if he has not submitted an application for injury-on-duty leave;

subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

B-6.06

When an Employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, 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 B-7
SPECIAL LEAVE

B-7.01 Credits

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

- (a) One-half (1/2) day for each calendar month in which he received pay for at least ten (10) days; or
- (b) One-quarter (1/4) day 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 the maximum.

B-7.02 Marriage Leave

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

B-7.03 Bereavement Leave

For the purpose of this Clause and Clause B-7.06 immediate family is defined as father, mother (or alternatively step-father, step-mother or foster parent), brother, sister, spouse, child, step-child or ward of the Employee, father-in-law, mother-in-law, grandparents, grandchild and relative permanently residing in the Employee's household or with whom the Employee permanently resides.

- (a) Where a member of an Employee's immediate family dies, he shall be entitled to leave with pay for a period of up to four **(4)** days and not extending beyond the day following the funeral and may, in addition, be granted up to three (3) days leave for the purpose of travel related to the death.

- (b) In special circumstances and at the request of the Employee, 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 above, and must include the day of the funeral.
- (c) An 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.
- (d) An Employee is entitled to one ~~(1)~~ day with pay if required to attend the funeral in the capacity of pall bearer.
- (e) If, during a period of compensating time off an Employee is bereaved in circumstances under which he would have been eligible for bereavement leave under paragraphs (a), (b) or (c) of this Clause, he shall be granted bereavement leave and his compensating time off shall be restored to the extent of any concurrent bereavement leave granted.

B-7.04 Leave For Birth or Adoption of Child

An Employee may be granted special leave with pay up to a maximum of two (2) days on the occasion of the birth or adoption of a child.

B-7.05 Granting of Special Leave

Special leave may be granted at the discretion of the Employer, for purposes of emergency or extenuating circumstances, directly involving an Employee's person, home or immediate family; such requests for special leave shall not be unreasonably withheld.

B-7.06 Where an Employee has insufficient or no credits to govern the granting of special leave within the meaning of Articles B-7.03, B-7.04 and B-7.05, leave up to a maximum of five (5) days may be granted at the discretion of the Employer and the deduction of such advanced leave from any special leave credits subsequently earned.

ARTICLE B-8

OTHER TYPES OF LEAVE

B-8.01 Court Leave

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.

B-8.02 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 Workmen's 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;
- 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 for 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.

B-8.03 Other Leave with Pay

At its discretion, the Employer may grant leave with pay for other purposes than those specified in this Agreement, including education courses leading to upgrading of qualifications in order to facilitate promotion, military or civil defence training, and emergencies affecting the community or place of work.

B-8.04 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.

B-8.05 Maternity Leave

- (a) An Employee who becomes pregnant shall notify the Employer at least fifteen (15) weeks prior to the expected date of the termination of her pregnancy and, subject to Section (b) of this Clause, shall eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than twenty-six (26) weeks after the date of the termination of her pregnancy.
- (b) The Employer may:
 - i) defer the commencement of maternity leave of an Employee for any period approved in writing by qualified medical practitioner;
 - ii) grant maternity leave to an Employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy;
 - iii) where maternity leave is requested, require an employee to submit a medical certificate certifying pregnancy.
- (c) Maternity leave shall not be terminated by the Employer at any time prior to eight (8) weeks after the termination of the pregnancy of the Employee unless she submits to the Employer a certificate from a qualified medical practitioner stating that the Employee's health will not be impaired by her returning to duty at an earlier date.

ARTICLE B-9
LEAVE - GENERAL

- B-9.01 When the employment of an Employee who has been granted more vacation, sick or special leave, with pay than he has earned is terminated by death, the Employee is considered to have earned the amount of leave with pay granted to him.
- B-9.02 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.
- B-9.03 An Employee who is in an acting position receiving acting pay, and is granted leave with pay, is entitled during his period of leave to receive the acting pay rate if he has been acting in the higher position on a continuing basis, or for a period of six (6) weeks prior to the period of leave, unless the incumbent returns to the position at the commencement of the leave.
- B-9.04 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 (1/2) day.
- B-9.05 The amount of leave with pay credited to an Employee by the Employer at the time when this Agreement is signed, or at the time when he becomes subject to this Agreement, shall be retained by the Employee.

ARTICLE B-10

TRAVELLING

B-10.01

Where an Employee is required by an Employer to travel outside of his Headquarters area and on Employer's business, as these expressions are normally defined by the Employer, and such travel is approved by the Employer, he shall be compensated in the following manner:

- (a) on a normal working day on which he travels but does not work, an Employee shall receive his regular pay for the day;
- (b) on a normal working day on which he travels and works, the Employee shall be paid:
 - i) his regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7 1/2) hours, and
 - ii) at the applicable overtime rate for additional hours of travel in excess of those specified in Clause B-10.01 (b) with a maximum payment for such additional travel time not to exceed eight (8) hours pay at the straight time rate in any day.
- (c) On a day of rest or on a designated paid holiday, the Employee shall be paid at the applicable overtime rate for hours travelled to a maximum of eight (8) hours pay at the straight time rate.

ARTICLE B-11

USE OF EMPLOYEE-OWNED MOTOR VEHICLE

B-11.01

An Employee shall not use his privately-owned motor vehicle on any Employer business unless he is in receipt of an authorized car mileage allowance and such expenses have been authorized in writing by the Employer.

ARTICLE B-12

SHIFT PREMIUM

B-12.01

Employees required to work a scheduled shift between 1800 hours and 0700 hours shall be paid a shift premium.

ARTICLE B-13

HOSPITAL-MEDICAL AND SUPPLEMENTARY MEDICAL INSURANCE

- B-13.01** 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.
- B-13.02** An Employee may, on retirement, retain his health insurance plan by paying the full cost of the required premium contribution as determined by and with the approval of the operator of such plan.
- B-13.03** 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 B-14

DELETED

ARTICLE B-15

TRAINING COURSES

B-15.01

The Employer shall normally bulletin any Training Courses and Experimental Programs for which Employees may be elected. The bulletin shall normally contain the following information:

Type of Course (subjects and material to be covered);

Time, duration and location of Course;

Basic minimum qualifications required for applicants.

Bulletins shall normally be posted for a period of ten (10) working days on Bulletin Boards in all Departments to afford all interested Employees an opportunity to apply for such training.

ARTICLE B-16

APPOINTMENT, PROMOTIONS AND TRANSFERS

- B-16.01
- (a) Where the Employer determines that a vacancy exists in a classification to which this Agreement applies, a bulletin giving pertinent details of the position and inviting interested and qualified Employees to apply, shall be posted on the appropriate bulletin boards for a minimum of ten (10) working days.
 - (b) For information purposes, job vacancies outside of the bargaining unit in the Saint John Port Corporation, shall be posted for a period of ten (10) days.
 - (c) Under normal circumstances, Job Posters shall contain the following information:
 - Position Title
 - Required Qualifications
 - Knowledge and Education
 - Salary Range
- B-16.02
- Appointments to bulletined positions shall be made on the basis of efficiency and fitness; these things being equal, seniority shall govern.
- B-16.03
- The name of a successful candidate shall be bulletined within ten (10) working days after the competition has closed. A copy will be made available to the Alliance Representative.
- B-16.04
- An Employee who is appointed, promoted or transferred to a position in accordance with Clause B-16.02 shall be on probation for a period of up to **six** (6) months and failing to qualify, he shall be reinstated in his former position.

- B-16.05** Where as a result of action taken under Clause **B-16.01** and Clause **B-16.02**, it is determined that no qualified persons can be found for the position(s), the Employer may then fill the vacancy by another selection process.
- B-16.06**
- (a) The selection process as stipulated by this Article will not apply when engaging casual staff whose term of appointment will be less than six (6) months.
 - (b) Where reasonable and feasible, the Employer agrees to provide permanent Employees with the opportunity to fill a temporary vacancy prior to engaging casual staff.
- B-16.07** A permanent Employee who has been appointed to a casual position shall, on termination of such casual appointment, revert to the position from which appointed.

ARTICLE B-17

SENIORITY

- B-17.01 A seniority list of Employees covered by this Agreement shall be posted by the Employer annually in January each year. Such list shall show the names and dates of last entry into Employer's service, from which date seniority shall accumulate.
- B-17.02 An Employee transferred or promoted to a position which is excluded from the bargaining unit shall, in the event of his subsequent return to the bargaining unit within twelve **(12)** months, be reinstated on the seniority list as if he had remained in the bargaining unit. If such an Employee returns to the bargaining unit after twelve **(12)** months following his transfer or promotion, his seniority date shall be the date of his return to the bargaining unit.
- B-17.03 An Employee who has been laid off shall retain his seniority status for a period of fifteen (15) months. If recalled to service in a classification covered by this Agreement within fifteen (15) months of day of lay-off, he shall be reinstated with seniority status held at time of lay-off.
- B-17.04 An Employee who resigns or is discharged for just cause shall forfeit all seniority rights under this Agreement.
- B-17.05 When ~~two~~ (2) or more Employees are hired by the Employer on the same calendar date, the Employee whose surname is first alphabetically will be shown ~~as~~ such on the seniority list.
- B-17.06 Protests in regard to seniority status shall be submitted in writing to the Employer within thirty (30) days of the publication of the list. When proof of error is presented by an Employee or his representative, such error shall be corrected, and when corrected, the agreed upon seniority date shall be final.

B-17.07

An Employee with less than six (6) months service shall be on probation and may not exercise seniority rights nor grievance procedure relating to his separation while on probation.

ARTICLE B-18

JOB SECURITY, LAY-OFF AND RECALL TO SERVICE

- B-18.01** "Lay-off" means an Employee whose employment has been terminated because of lack of work or because of the discontinuance of a function.
- B-18.02**
- (a) The Employer shall take all reasonable steps, making every reasonable effort, including retraining, to provide continued employment of a suitable nature to an Employee whose position may become redundant as a result of technological change, discontinuance of a function or a decline in business.
 - (b) No Employee shall suffer loss as a result of any implementation of second language requirements.
- B-18.03** The Employer will continue past practice in giving all reasonable consideration to continued employment of Employees who would otherwise become redundant because work is contracted out.
- B-18.04** Where the Employer decides that an operation or function is to be phased out and such action will result in one or more positions becoming redundant, and there being no other positions at the same classification level or higher to which such surplus Employees may be transferred, the Employer shall, on request, permit the Employee to take an accelerated lay-off, in which case the provision of Clause A-10.02 or A-10.03 as applicable, shall apply.
- B-18.05** An Employee who may be laid off for any reason shall be entitled to exercise his seniority rights, displacing a junior Employee, provided he has sufficient ability to perform the work and he makes his choice within five (5) working days of notification of his lay-off.
- B-18.06** Where a function is to be discontinued and a permanent Employee may be laid off, he shall be given as much advance notice as possible but in any event no less than four (4) months notice in writing.

B-18.07

Where an Employee may be laid-off, he shall be placed on lay-off status and given preference in any job classification for which a vacancy occurs providing he has the required qualifications; such Employee shall be considered to be on lay-off status for a period of fifteen (15) months following the actual date he became laid off.

ARTICLE B-19

EMPLOYEE EVALUATION AND PERSONAL FILES

- B-19.01 The Alliance recognizes the Employee Evaluation Plan in effect for the purpose of assessing performance. The Employer agrees to sign the evaluation form as being a true and accurate assessment of such Employee as seen through the eyes of the reviewing officer.
- B-19.02 When a formal performance review of an Employee has been completed and signed by the reviewing officer, the Employee concerned shall be given the opportunity to sign the review form in question, such signature indicating that the contents have been read and understood. The Employee shall be allowed to place his own comments on the review form prior to affixing his signature.
- B-19.03 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. 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.
- B-19.04 The Employer shall ensure that the personal file of every Employee is kept confidential.
- B-19.05 It is not the Employer's practice to disclose personal information concerning an Employee to creditors, banks, credit bureaus, or similar organizations without the expressed prior and written consent of the Employee concerned.
- B-19.06 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.

B-19.07

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.

ARTICLE B-20

DISCIPLINE

- B-20.01 An Employee who has completed his probationary period shall not be disciplined by suspension without pay or by discharge except for cause.
- B-20.02 No disciplinary action shall be taken against an Employee for his behaviour outside working hours unless, in the opinion of the Employer there is evidence that such behaviour has brought the Employer into public disrepute.
- B-20.03 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.
- B-20.04 Where it is determined that an Employee has been disciplined by suspension without pay or by discharge in violation of Clause B-20.01, 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.

ARTICLE B-21

PAY

- B-21.01
- (a) Unless otherwise stipulated in this Agreement, an Employee is entitled to be paid for service rendered at the rate specified in Appendix 'A' of this Agreement for the classification of the position to which an Employee has been appointed by personnel certificate;
 - (b) Where an Employee is assigned a classification and level for which no rate is stipulated in Appendix 'A' 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, providing it is a bargaining unit job. Where necessary, an interim temporary rate may be established by the Employer.
- B-21.02
- (a) Where an Employee is required to substantially perform for a period of one (1) day or more, the duties of a higher position than the one held by him and to which this Agreement applies, he shall be paid acting pay during that temporary period calculated as if he had been appointed to the higher position and paid not later than the pay period immediately following the pay period in which the duties were performed.

The provision regarding acting pay will not be applicable in cases where the duties of a higher position are performed for the purpose of training or retraining.
 - (b) If an Employee is temporarily assigned to a higher classification or position not covered by this Agreement, the Employee shall receive acting pay, subject to Article B-21.02 (a).
- B-21.03
- Salaries shall be paid every second Thursday; all pay notices shall be placed in separate envelopes for distribution to Employees. Where a pay day coincides with a designated holiday, Employees shall be paid on the preceding working day.

- B-21.04 On each pay day each Employee shall be provided with an itemized statement of his salary, clearly indicating overtime, separate deductions and other supplementary items.
- B-21.05
- (a) Subject to satisfactory performance of duties, an Employee who is not being paid at the maximum in his scale of rates, shall be granted a salary increment on the anniversary date of his classification, or such other date(s) as may be mutually agreed upon between the parties, of each succeeding year until the maximum rate is achieved.
 - (b) Where a salary increment and a salary revision are effected on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.
- B-21.06 Where the Employer intends to withhold an Employee's annual increment, the Employee shall be advised in writing at least one (1) month prior to the increment due date, of the reasons such increment is to be withheld.
- B-21.07
- (a) Where an Employee is promoted to a classification one level higher he shall be paid at a point on the new pay scale which provides him with an increase of not less than three hundred (\$300.00) dollars.
 - (b) Where an Employee is promoted to a classification two or more levels higher, he shall be paid at a point on the new pay scale which provides him with an increase of not less than five hundred (\$500.00) dollars.
- B-21.08 Rates of Pay
- (a) "Daily rate of pay" means an Employee's weekly rate of pay divided by five (5).
 - (b) "Hourly rate of pay" means an Employee's weekly rate of pay divided by thirty-seven and one-half (37 1/2).
 - (c) "Weekly rate of pay" means an Employee's annual rate of pay divided by 52.176.

ARTICLE B-22

SAFETY AND HEALTH

- B-22.01 Employees working in any unsanitary or dangerous job shall be supplied with **all** the necessary tools, safety equipment and protective clothing.
- B-22.02 **A one-time clothing allowance of \$200.00 during the term of this agreement will be provided to the incumbent of the Receptionist/Typist position.**

P.S.A.C. LOCAL 60611CLERICAL WAGE SCHEDULE

<u>CLASSIFICATION LEVEL</u>	<u>\$</u> <u>STEP 1</u>	<u>\$</u> <u>STEP 2</u>	<u>\$</u> <u>STEP 3</u>	<u>\$</u> <u>STEP 4</u>
<u>Effective June 1, 1997</u>				
Receptionist/Typist	23,772	24,477	25,367	26,142
Accounting Clerk	28,152	29,026	29,905	30,738
<u>Effective June 1, 1998</u>				
Receptionist/Typist	24,307	25,028	25,938	26,730
Accounting Clerk	28,785	29,679	30,578	31,429
<u>Effective June 1, 1999</u>				
Receptionist/Typist	24,854	25,591	26,522	27,331
Accounting Clerk	29,433	30,347	31,266	32,136

Classifications referred to in Article A-4.01 (b) are as follows:

- (a) Clerical Section
- Accounting Clerk
 - Receptionist/Typist

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 9 DAY OF Sept, 1997.

SAINT JOHN PORT CORPORATION

THE PUBLIC SERVICE ALLIANCE OF
CANADA AND ITS LOCAL 60611 & LOCAL 60624

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