

COLLECTIVE AGREEMENT

BETWEEN

SAINT JOHN PORT AUTHORITY

AND

PUBLIC SERVICE ALLIANCE OF CANADA
LOCAL NO. 61124

SAINT JOHN, NEWBRUNSWICK

January 1, 2022 to December 31, 2025

11733-06

Table of Contents

ARTICLE 1 - PURPOSE OF AGREEMENT	4
ARTICLE 2 - DEFINITION OF TERMS	4
ARTICLE 3 - MANAGEMENT RIGHTS.....	5
ARTICLE 4 - SCOPE AND RECOGNITION.....	5
ARTICLE 5 - STATE SECURITY	6
ARTICLE 6 - NO CESSATION OF WORK.....	6
ARTICLE 7 - CHECK-OFF.....	6.
ARTICLE 8 - INFORMATION FOR EMPLOYEES AND THE ALLIANCE.....	7
ARTICLE 9 -ALLIANCE REPRESENTATIVES AND COMMITTEE	7
ARTICLE 10 – NO DISCRIMINATION/NO HARASSMENT/NO WORKPLACE VIOLENCE.....	8
ARTICLE 11 - SENIORITY AND PROMOTION	9
ARTICLE 12 - STAFF REDUCTION AND RECALL TO SERVICE.....	11
ARTICLE 13 - RESTRICTIONS ON OUTSIDE EMPLOYMENT	12
ARTICLE 14 – BARGAINING UNIT WORK.....	12
ARTICLE 15 - HOURS OF SERVICE.....	13
ARTICLE 16 – EMPLOYEE STATUS.....	14
ARTICLE 17 - OVERTIME, HOLIDAY AND MINIMUM WORK AND WAGES.....	16
ARTICLE 18 - PAY	19
ARTICLE 20 - DESIGNATED PAID HOLIDAYS.....	20
ARTICLE 21- VACATION LEAVE.....	21
ARTICLE 22 - SICK LEAVE.....	24
ARTICLE 23 - INJURY-ON-DUTY LEAVE WITH PAY	26
ARTICLE 24 - SPECIAL LEAVES	26
ARTICLE 25 - SEVERANCE PAY	30
ARTICLE 26 -TRAVELLING.....	32
ARTICLE 27 - USE OF EMPLOYEE-OWNED MOTOR VEHICLE.....	32
ARTICLE 28 - INCLUSION UNDER CANADA PORT AUTHORITIES PENSION PLAN	32
ARTICLE 29 - HEALTH INSURANCE CONTRIBUTIONS	33
ARTICLE 30 -TRAINING COURSES.....	33
ARTICLE 31 - EMPLOYEE EVALUATION AND PERSONNEL FILES	33

ARTICLE 32 - DISCIPLINE34

ARTICLE 33 - GRIEVANCE PROCEDURE 35

ARTICLE 34 - JOINT CONSULTATION 37

ARTICLE 35 - SAFETY AND HEALTH 37

ARTICLE 36 - CANADA LABOUR CODE/ SUCCESSOR CLAUSE 38

ARTICLE 37 - DURATION OF THE AGREEMENT.....38

ARTICLE 38 - CANADA MARINE ACT38

Agreement Signatures39

Appendix A Wage Scales 40

Appendix B Wage Scales 40

Appendix C - Safety Shoes Reimbursement 41

Appendix D - Casual and Student Terms 41

Appendix E - Social Justice Fund41

Appendix F - Engineering Technologists.....42

Appendix G – CAAT DBplus Pension Plan.....43

ARTICLE 1 - PURPOSE OF AGREEMENT

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

ARTICLE 2 - DEFINITION OF TERMS

- 2.01 For the purpose of this Agreement:
- a. "Alliance" means the Public Service Alliance of Canada
 - b. "Call-Back" means when an Employee is notified during regular working hours that he is to report for duty outside of their regular working hours on the same day.
 - c. "Call-Out" means when an Employee is notified to report to work while off duty.
 - d. "Daily rate of pay" means an Employee's weekly rate of pay divided by five (5).
 - e. "Department Head" means the Chief Operating Officer and for Accounting Associate, Manager of Corporate Services or their designate.
 - f. "Double Time" means (2) times the straight time rate.
 - g. "Employee" means a person who is a member of the bargaining unit, as per Appendices A and B in this Agreement.
 - h. "Employer" means Saint John Port Authority
 - i. "Hourly Rate of Pay" means the rates indicated in Appendices A and B in this Agreement for the specified Employee positions.
 - j. "Management Representative" means the President and CEO, or their designate.

- k. "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.
- l. "Regular Weekly Hours of Work" means forty (40) hours for the Employee positions set out in Appendix A and thirty-seven and one-half (37 ½) hours for the Employee positions set out in Appendix 8.
- m. "Straight Time Rate" means an Employee's hourly rate of pay as per Appendices A and B in this Agreement for the specified Employee position.
- n. "Supervisor or their Designate" means the non-unionized staff member the Employee reports to on a daily basis.
- o. "Time and One-half" means one and one-half (1 ½) times the straight time rate.
- p. "Union" means the Public Service Alliance of Canada, Union Local 61124 of the Union of Canadian Transportation Employees Component, at the Port of Saint John, New Brunswick.
- q. "Weekly Rate of Pay" for Employee positions set out in Appendix A is forty (40) hours per week multiplied by the applicable hourly rate. "Weekly rate of pay" for Employee positions set out in Appendix B is thirty-seven and one-half (37 ½) hours per week multiplied by the applicable hourly rate.

ARTICLE 3 - MANAGEMENT RIGHTS

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

ARTICLE 4 - SCOPE AND RECOGNITION

- 4.01 The provisions of this Agreement shall apply to the Alliance, the Employees, and the Employer.
- 4.02 The Employer recognizes the Alliance as the exclusive bargaining agent for all Employees as per Certification 530-2559 dated November 22, 2017.

ARTICLE 5 - STATE SECURITY

- 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 6 - NO CESSATION OF WORK

- 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 7 - CHECK-OFF

- 7.01 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 Controller 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 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.
- 7.02 For the purpose of applying Clause 7.01, payroll deductions for the payment of Alliance dues and insurance premiums shall commence the month following an Employee's entry into the service of the Employer.
- 7.03 The Employer shall not be held liable or responsible, financially or otherwise, either to the Alliance or to and Employee, for any failure to make deductions or for making improper or inaccurate deductions or remittance. However, where possible, any such errors shall be rectified by subsequent adjustments. It is understood that the Union will indemnify and save harmless the Employer from and against any and all claims which may be made by an Employee or Employees for amounts deducted from wages as herein provided.

- 7.04 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 8 - INFORMATION FOR EMPLOYEES AND THE ALLIANCE

- 8.01 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.
- 8.02 The Employer agrees to provide the Alliance with one (1) copy of the Collective Agreement for each Employee in the bargaining unit.
- 8.03 The Employer shall provide reasonable bulletin board space for the posting of notices pertaining to elections, appointments, meetings, news items and social and recreational affairs providing they are not detrimental to the Employer. Any items listed above shall refer directly to Alliance business.
- 8.04 The Employer agrees to provide the Alliance Representatives with a copy of those personnel directives directly affecting Employees of this bargaining unit.
- 8.05 The Employer, on written request, agrees to provide an Employee with a complete and current written statement of their duties and responsibilities.

ARTICLE 9 -ALLIANCE REPRESENTATIVES AND COMMITTEE

- 9.01 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.
- 9.02 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 workplace, and the administrative structure implied by the grievance procedure covered by this Agreement.
- 9.03 A Union Steward shall obtain permission of their immediate Supervisor or Designate before leaving their work to investigate a complaint or grievance raised by an Employee.

The Steward is to advise their Supervisor or Designate upon their return to duty.

- 9.04 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.
- 9.05 Where operational requirements permit, the Employer shall grant time off to not more than two (2) 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.
- 9.06 Where operational requirements permit, the Employer shall grant leave without pay to not more than two (2) Employees at any one time to attend Alliance Executive meetings or Training Programs, also Alliance Conventions and/or that of their affiliates.
- 9.07 A duty 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.
- 9.08 If an Employee is elected or selected for a full-time position with the Alliance, the Employer may grant leave without pay with no loss of seniority, for up to one (1) year following consultation between the parties regarding operational requirements. Such leaves without pay shall not be unreasonably withheld.

ARTICLE 10 – NO DISCRIMINATION/NO HARASSMENT/NO WORKPLACE VIOLENCE

- 10.01 The Employer and the Union recognize the right of employees to work in an environment free from all forms of harassment, workplace violence and abuse of authority. The Union and Employer agree that workplace violence, harassment and abuse of authority are unacceptable and will not be tolerated in the workplace. Employees have a right to work in a workplace free of verbal or written threats, threatening behavior, verbal attacks and physical abuse.
- 10.02 The Employer, the Union, and the employees agree that there shall be no discrimination exercised or practiced with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed (religion), sex, sexual orientation, gender identity, gender expression, age, record of offences, convictions for which a pardon has been granted, marital status, family status or disability, nor by reason of Union membership or activity.
- 10.03 A grievance may be initiated at any step in the grievance process under this article and will be handled with all possible confidentiality and dispatch.

- a) Any step in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
 - (b) If by reason of paragraph (a) a step in the grievance procedure is waived, no other level shall be waived except by mutual consent
- 10.04 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with harassment, workplace violence or abuse of authority. The selection of a mediator will be by mutual agreement.
- 10.05 When an employee has suffered violence in the workplace, the Employer will immediately investigate the situation in accordance with the steps outlined in the Canada Labour Code Part II, and any other relevant jurisdictional policies and procedures.
- 10.06 The Employer will keep the appropriate union representatives informed of ongoing developments for each situation under investigation.

ARTICLE 11 - SENIORITY AND PROMOTION

- 11.01 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.
- 11.02 Protests in regard to seniority status must be submitted, in writing, within sixty (60) days of publication of lists. When proof of error is presented by an Employee or their Representative, such error will be corrected and when so corrected the agreed upon seniority date shall be final.
- 11.03 An Employee transferred or promoted to a position which is excluded from the bargaining unit shall, in the event of their 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 their transfer or promotion, their seniority date shall be the date of their return to the bargaining unit.
- 11.04 An Employee who has been discharged and is subsequently reinstated in the service in a position covered by this Agreement, unless reinstated with their former seniority will only be allowed seniority from the date of their re-entry into the service. An Employee who is not reinstated with their former seniority standing within one (1) year of the date of their discharge may only be so reinstated by agreement between the proper Officer of the Employer and the Alliance Representative.
- 11.05 An Employee who resigns or is discharged for just cause shall forfeit all seniority rights under this Agreement.
- 11.06 When two (2) or more Employees commence work on the same calendar date, seniority shall be established using the following method: seniority shall be established by putting the names of the concerned employees on paper in a container (hat) and then selected at random by concerned employees in the presence of a representative of the Union.

11.07 Filling Vacancies

- a. When filling a vacancy that exists in a classification to which this Agreement applies, a bulletin giving pertinent details of the position and inviting interested Employees to apply, shall be posted on the appropriate bulletin boards for a minimum of ten (10) working days. During the selection process to fill a vacancy, employees shall be given preference over external candidates when all factors (11.09) are relatively equal.
 - b. The Employer will advise the Union of all job postings within the Saint John Port Authority. The Employer will advise the Union if the position is excluded. If a position is included in the bargaining unit and no salary exists, the Employer will establish a rate if none exists and notify the Union in writing, including the rationale for the rate and classification. In the event the Union disagrees with the rate or classification, the Union will advise the Employer in writing within thirty (30) days from the date of notification and request a meeting with management. Failing agreement, the issue may be submitted to the Grievance and Arbitration Procedure.
 - c. Employees desiring such positions will file their application with the designate officer within that time. The employer will make every reasonable effort to provide a copy of the aforementioned bulletin in writing to an employee on approved leave. A copy of the documentation will be provided to the Union.
- 11.08 Employees who fail to exercise their seniority rights to any bulletined position shall forfeit their seniority rights to the said position.
- 11.09 The appointment of staff within the bargaining unit shall be based upon the Employer's assessment of the applicant best qualified to carry out the duties of the position as described in the posting after giving consideration to the following factors:
- a. Qualifications of applicant including knowledge, skill, competencies, education and certification if required.
 - b. Availability, aptitude, disposition of applicant.
- 11.10 Appointments to such new positions or vacancies shall be made within fifteen (15) working days after the expiry of the notice period on the basis of the factors referenced in 11.09; if factors are relatively equal, seniority will govern. Appointments shall be immediately bulletined in the same way as were the positions and vacancies. Temporary appointments may be made, pending an assignment. Vacancies of a known duration of one month will be bulletined. Nothing herein shall prevent the Employer from determining that no applicant has the necessary qualifications and from proceeding to fill the vacancy as its own discretion, but this shall not be construed to limit the rights of the Employee under Article 34. Management will advise the Union within one (1) month of the status of any position not bulletined.
- 11.11 An Employee who is appointed, promoted or transferred to a position in accordance with clause 11.10 shall be on probation for a period of up to six (6) months and failing to qualify, he shall be reinstated in their former position.

- 11.12 All unsuccessful candidates will be advised of the results of the competition and, upon written request, will be advised of the reasons why they were unsuccessful in the competition. The candidate shall be entitled to review, together with their representative, if so requested, all information pertaining only to their performance, and qualifications with respect to factors in the competition as defined in 11.09.
- 11.13 At the request of the Alliance, the Employer will meet with the Alliance representative to jointly review the relevant documents to the selection process. All information discussed and reviewed shall remain confidential between the Alliance and the Employer.

ARTICLE 12- STAFF REDUCTION AND RECALL TO SERVICE

12.01 Technical and Other Changes

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

12.02 The Employer will exercise every reasonable effort to ensure the Employee's continued employment and when reducing forces, where the factors outlined in 11.09 are relatively equal, seniority will govern. The Employee with the most seniority will be given preference for retention.

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

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

12.05

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

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

- 12.06 An Employee who has been laid off shall retain their 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 the day of lay-off, they shall be reinstated with seniority status held at time of lay-off.

- 12.07 Where an Employee may be laid off, they shall be placed on lay-off status and given preference in any job classification for which a vacancy occurs providing they had 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 they became laid off.

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

ARTICLE 13 - RESTRICTIONS ON OUTSIDE EMPLOYMENT

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

ARTICLE 14 – BARGAINING UNIT WORK

- 14.01 Duties normally performed by employees within the bargaining unit will not be performed by excluded or supervisory staff except where no other employee is available or for training purposes.

- 14.02 Volunteers will not do bargaining unit work.

- 14.03 The employer will make every reasonable effort not to contract out work performed by the bargaining unit.

- 14.04 At the first Union Management Consultation Meeting each year the Employer and the Union will review contracted jobs from the previous year to assess and identify areas where the work might be brought in house.

ARTICLE 15 - HOURS OF SERVICE

15.01 For Employees set out in Appendix A (not referred to in 15.01 b.):

- a. The following hours of service shall apply for the duration of this Agreement for Levels 1-7:
 - i. The normal working day shall not be more than eight (8) consecutive hours, exclusive of a one-half hour lunch period, between the hours of 7:00am and 6:00pm., five (5) days per week, Monday through Friday, except those Employees required to work on shift work.
 - ii. All time worked in excess of these assigned hours shall be considered as overtime and paid for as such in accordance with Article 17.
- b. The following hours of service shall apply for the duration of this Agreement for Event Logistics:
 - i. The normal working day shall not be more than eight (8) consecutive hours, exclusive of a one-half hour lunch period, between the hours of 7:00am and 9:00pm, five (5) days per week, Monday through Friday, except those Employees required to work on shift work.
 - ii. All time worked in excess of these assigned hours shall be considered as overtime and paid for as such in accordance with Article 17.
 - iii. Overtime for events only, with a minimum of seven (7) days' notice: Monday to Friday overtime will be paid at 1.5 times the rate of pay. Saturday and Sunday overtime will be paid at 1.5 times the rate of pay for the first four hours and 2 times the rate of pay thereafter. For all other operations-related duties, overtime will be paid in accordance with Article 17.
- c. Employees may be assigned to work eight (8) consecutive hours and allowed twenty-five (25) minutes for lunch without deduction of pay.
- d. Employees will not be required to work more than six (6) consecutive hours without a meal period.
- e. Shift schedules will be posted seven (7) days in advance. However, when unforeseen operational requirements demand, shifts may be changed with a minimum rest period of eight (8) hours. However, where operational requirements permit, a rest period of sixteen (16) hours between shifts will be scheduled.

15.02 For Employees set out in Appendix B:

- a. 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. The scheduled work week shall be thirty-seven and one-half (37 ½) hours Monday to Friday inclusive and the scheduled workday shall be seven and one-half (7 ½) consecutive hours, exclusive of a lunch period, between the hours of 7:00am. And 6:00pm.
- c. 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.
- d. For Employees set out in Appendix B the Employer may require Employees to register their attendance on a form or forms to be determined by the Employer.

ARTICLE 16 – EMPLOYEE STATUS

16.01 Definitions:

- a. **Term employee:** Term Employees are employees hired for a specific purpose for a fixed period longer than three (3) months. The need for such employees is not expected to extend beyond the end of the term and such employees will be advised, in writing, of their termination date when hired. The parties agree that if an employee’s term appointment extends beyond two (2) years the employee will be granted non-probationary indeterminate employment status. If employment status does transition to full time, permanent, the seniority date will be retroactive to the most recent term hire date.
- b. **Casual employee:** An Employee who is hired to work on an as needed basis with the hours of work determined by the supervisor based on operational requirements. the status of such employee shall not change to that of a full-time employee, unless agreed between the parties. Casual employees are meant to fill a short-term position for less than three (3) months.
- c. **Student employee:** An employee who is hired for a specific time period currently enrolled in a post-secondary academic program before and after the student employment term.

16.02 Term, Casual and Student Employees

- a) **General**
Unless otherwise specified in this clause, term, casual and student employees shall not be entitled the benefits provided under the collective agreement.
- b) **Seniority**
A term, casual or student employees shall have no priority or seniority over any other person if the casual or student employee applies for a full-time position.
- c) **Hours of Work**
 - i) The hours of work for Term employees will be based on the Regular Weekly Hours of Work as per Article 15.
 - ii) The hours of work for Casual employees will be based on operational requirements which may reflect the Regular Weekly Hours of Work as defined in Article 15.

iii) The hours of work for Students will be determined based on which department they work in. Office students will work 37.5 hours per week with an hour unpaid lunch break. Maintenance student employees will work for 40 hours per weeks with a half hour unpaid lunch break.

d) Overtime:

- i) Overtime is granted when a term, casual or student employee is pre-authorized by the supervisor to work more than their Regular Hours of Work, as defined in 16.02 c).
- ii) Overtime shall be paid in accordance with Article 17.02 in this collective agreement. Including when a casual or student employee is required to work on a day which is prescribed as a designated paid holiday as defined in Article 20 of this collective agreement.

e) Sick Leave

- i) A term employee is eligible to receive sick leave in accordance with the accrual rate stated in Article 22.01 of the collective agreement from the start date of their term.
- ii) Casual and student employees are not eligible for paid sick leave.

f) Benefits

- i) A term employee is eligible to receive Health, Dental and Employee Family Assistance Program Benefits. The premium costs will be paid for by the Employer.
- ii) Casual or student employees are not eligible for Health, Dental and Employee Family Assistance Program Benefits.

g) Minimum Hours

If a term, casual or student employee is requested by the supervisor to report to work as scheduled or as a call out and is advised by the Employer that there is insufficient or no work available, they are entitled to the greater of compensation for the time worked or four (4) hours pay at the straight time rate.

h) Vacation

- i) A term employee is eligible to receive vacation leave in accordance with the accrual rate stated in Article 21.01 of the collective agreement from the start date of their term.
- ii) A casual or student employee shall be paid four (4) percent of their total earnings as vacation pay.

i) Designated Holidays

- i) A Term employee will be eligible for pay for a designated holidays as defined in Article 20.01 of the collective agreement.
- ii) A casual or student employee will be eligible for pay for a designated holiday, as defined in Article 20.01 of the collective agreement, when the employee has worked the day before and after the holiday unless the employee's absence is by reason of an established illness with a valid doctors note. The rate of pay will be determined on the average of daily hours worked over the four (4) weeks preceding the holiday.

j) Compensation

Term, Casual or student Employees will be compensated at the rate of pay as defined in Appendices A and B of the Collective Agreement.

k) Union Dues

Article 7, Checkoff, of the Collective Agreement will apply to term, casual and student employees.

l) Severance Pay

i) Severance Pay will be paid upon layoff when a term employee has worked at least one continuous year.

ii) The calculated payout amount will be based on five (5) days wages for each completed year at the employee's regular rate of wages for the regular hours of work at the time of layoff.

ARTICLE 17 - OVERTIME, HOLIDAY AND MINIMUM WORK AND WAGES

17.01 General Terms:

- a. An Employee shall be paid overtime at the applicable overtime rate for each fifteen (15) minute period of overtime worked.
- b. An Employee will not be required to work more than sixteen (16) consecutive hours.
- c. The Employer shall make every reasonable effort to allocate overtime on an equitable basis among readily available qualified Employees who normally perform the work.
- d. The Employer will make every reasonable effort when assigning overtime to provide the Employee (s) with at least one (1) hour advance notice when overtime is to be worked contiguous with normal scheduled working hours.
- e. Overtime shall be compensated in cash no later than three (3) weeks following when the overtime was worked, except where upon mutual agreement between the Employee and the Employer, overtime may be compensated in compensatory leave with pay.

17.02 Overtime Compensation Rates

- a. Employees shall be paid *time and one-half* overtime for:
 - i. Work performed outside of regular working hours exceeding 8 consecutive hours of work Mondays to Fridays with the exception of Article 15.01 b. ii.

- b. Employees shall be paid *double time* overtime for:
 - i. Work performed on Saturdays and Sundays.
 - ii. Monday mornings 00:01am to 08:00am
 - iii. All hours of overtime worked in excess of eight (8) consecutive hours of overtime in any contiguous period.
 - iv. time actually worked on a designated holiday (20.01) in addition to their regular salary rate for the designated holiday. An Employee who is eligible to be paid for any of the designated holidays mentioned in Article 20.01 when not regularly worked, may at the option of the Employer, when required to work on such holiday, be paid at regular rates for normal hours worked, and shall be allowed an additional vacation leave with pay of one day for each day or normal hours worked.

17.03 Minimum Work and Wages:

- a. A minimum of four (4) hours wages at time and one-half will be paid for all work performed not contiguous with, before or after, regular hours of work.
- b. A minimum of four (4) hours wages at time and one-half or the equivalent thereof will be paid for work performed on Sunday or any of the days named in Article 20.01.
- c. A minimum of four (4) hours or four (4) hours wages at straight time rate will be received by any Employee required to work who reports to work.

17.04 Call Back

An Employee called back for duty that is not contiguous with their 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 their normal rate of pay.

17.05 Call Out:

- a. A Call-Out will be paid if any Employee does not receive at least twelve (12) hours notification of a cancellation of a Call-Out when on their day of rest.
- b. Notwithstanding Clause 15.01 (a) (i), any Employee required to report to work for a snow removal operation prior to their day shift where they were not notified at least eight (8) hours in advance will be treated as if they were on "Call-Out".

17.06 Compensating Time:

- a. An Employee may request time off in lieu of cash payment for overtime to a maximum of one hundred and twenty (120) hours, including any carry-over from prior years, in any calendar year. Such time off will be equivalent to the hours that would otherwise have been paid.

- b. The Employer shall grant compensating time off at times convenient to the Employee and the Employer.
- c. Where an Employee's granted compensating time off was not used in the calendar year earned or carried over, the Employer shall provide a payout equal to the payment, which would have been made at the time the overtime hours were worked, in the January of the following year that the compensating time was earned.
- d. Notwithstanding Clause 17.06 c), upon a written request submitted before December 1 of the current year, an Employee shall be granted up to 40 hours of their compensating time, provided that previous carry-overs have been liquidated.

17.07 Stand-By Pay

Where the Employer designates in writing that an employee is required to be available on standby during off-duty hours, an employee shall be entitled to a stand-by payment of \$5.00 for each hour that the employee is on stand-by. No stand-by payment shall be granted if an employee does not report when required.

17.08 Meal Allowance

An Employee who works more than three (3) hours of overtime immediately before or following their normal hours of work, or who works more than ten and one-half (10 ½) hours on a Saturday, Sunday or statutory holiday, shall:

- a. Be paid an amount of twenty dollars (\$20.00) as meal allowance.
- b. Be granted adequate time off with pay for a meal break.

ARTICLE 18 - PAY

18.01 Salaries shall be paid every second Thursday. Where a pay day coincides with a designated holiday, Employees shall be paid on the preceding working day.

18.02

- a) Unless otherwise stipulated in this Agreement, an Employee is entitled to be paid for service rendered at the rate specified in Appendix A and B of this Agreement for the classification of the position to which an Employee has been appointed.
- b) Where an Employee is assigned a classification and level for which no rate is stipulated in Appendices A and B or if during the time of this Agreement a new classification is established and implemented by the Employer, such rate shall be negotiated jointly by the Employer and the Alliance, providing it is a bargaining unit job. Where necessary, an interim temporary rate may be established by the Employer.

ARTICLE 19 - PRESERVATION OF RATES

19.01 When an Employee is temporarily called upon to do the work of another classification which is lower than their own, such Employee shall be paid at their current rate of pay.

19.02 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 them and to which this Agreement applies, they shall be paid acting pay during that temporary period calculated as if they 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.

- a) Appendix A, Team Leader, where an employee is required to act as team leader in the supervisor position the employee will be entitled to the \$1.00 supervisory differential.

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 19.02 (a).

19.03 On each pay day each Employee shall be provided with an itemized statement of their salary, clearly indicating overtime, separate deductions and other supplementary items.

For Employees set out in Appendix B:

19.04

- a) Subject to satisfactory performance of duties, an Employee who is not being paid at the maximum in their scale of rates shall be granted a salary increment on the anniversary date of their 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 affected on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.

19.05

- a) Where an Employee is promoted to a classification one level higher, they shall be paid at a point on the new pay scale which provides them with an increase of not less than three hundred dollars (\$300.00)
- b) Where an Employee is promoted to a classification two or more levels higher, they shall be paid at a point on the new pay scale which provides them with an increase of not less than five hundred dollars (\$500.00)

19.06 Where an Employee in the classification of Engineering Technologist I has accumulated a minimum of

two (2) years experience after having attained the PTech or equivalent designation or specialization such as hydrography, they will qualify for promotion to the Engineering Technologist II classification, subject to recommendation by their manager.

- 19.07 Where the Employer designates in writing that an employee in the Outside Services Department is to fulfill some additional supervisory duties, due to the absence or unavailability of the Operations Supervisor they will be paid at the greater of the Lead Hand rate of pay or 10% above their regular rate of pay. The Employer will rotate the designation of a Lead Hand to any employee that the Employer considers qualified.
- 19.08 Where an Employee is engaged as an apprentice as per the requirement of the position and written approval is provided by the Employer, that the Employee will be entitled to a prorated percentage of the tradesperson's rate of pay based on the successful completion of each module up to 100% upon fulfilling the requirement of the licensed trade.

ARTICLE 20 – DESIGNATED PAID HOLIDAYS

20.01 The following days, when falling on regular workdays, shall be recognized as designated holidays for the purpose of this Agreement:

1. New Year's Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. New Brunswick Day
8. Labour Day
9. National Day for Truth and Reconciliation
10. Thanksgiving Day
11. Remembrance Day
12. Christmas Eve (afternoon only)
13. Christmas Day
14. Boxing Day
15. New Year's Eve (afternoon only)
16. any additional day when proclaimed by an act of Parliament as a national holiday

20.02 Holiday Falling on a Day of Rest

When a day designated as a Holiday under Clause 20.01 coincides with an Employee's day of rest, the Holiday shall be moved to the Employee's first scheduled working day following their day of rest.

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

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

20.03 Holiday Coinciding with Day of Paid Leave

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

ARTICLE 21 - VACATION LEAVE

21.01 Accumulation of Vacation Leave

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

- a. One and one-quarter (1 ¼) days per calendar month.
- b. One and two-thirds (1 2/3) days per calendar month if they have completed eight (8) years of continuous employment, commencing with the month in which they earn at least ten (10) days' pay following the date on which they complete eight (8) years of continuous employment.
- c. Two and one-twelfth (2 1/12) days per calendar month if they have completed sixteen (16) years of continuous employment, commencing with the month in which they earn at least ten (10) days' pay following the date on which they complete sixteen (16) years of continuous employment.
- d. Two and one-half (2 ½) days per calendar month if they have completed twenty-four (24) years of continuous employment commencing with the month in which they earn at least ten (10) days' pay following the date on which they complete twenty four (24) years of continuous employment.

21.02 Computation of Leave Credits

- a. For the purpose of this Article, hours of work shall include normal working hours on ordinary weekdays, normal hours on holiday, whether worked or paid for without work and absence on paid vacations.
- b. Hours of work lost by an Employee due to absence as a result solely of injury sustained on duty may be included as hours worked for the purpose of computing vacation leave credits, providing such injury is declared an industrial accident under the Government Employees Compensation Act.

- c. Vacation leave credits will accrue from the date of last entry into Saint John Port Authority service provided, however, that an Employee whose service with the Employer is terminated for any reason whatsoever before completing thirty (30) days service, will forfeit absolutely all right to vacation leave credit.
- d. An Employee is entitled to vacation leave with pay to the extent of their 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.

21.03 Granting of Vacation Leave

- a. The vacation year extends from January 1 to December 31. In granting vacation leave with pay the Employer shall, subject to its operations requirements:
 - i. Grant Employees their vacation leave during the calendar year in which it is earned;
 - ii. Grant each Employee vacation leave for at least three (3) consecutive weeks or on any other basis requested by the Employee;
 - iii. Grant an Employee vacation leave when requested, if:
 - The period of vacation leave requested is less than a week; and
 - The Employee gives the Employer at least two (2) days advance notice for each day of vacation leave requested.
 - iv. Where conditions of work, illness or injury prevent vacation leave being granted in that year, vacation leave credits will be carried over to the following year upon written approval of the departmental head;
 - v. The Employer may for good and sufficient reason:
 - Grant vacation leave on shorter notice than that provided for in Clause 22.03 (a) (iii), and
 - Grant vacation leave to an Employee during their first six (6) months of employment.
- b. Should a designated holiday, for which an Employee is paid under Clause 20.01, occur during their period of vacation leave, that day will not count as part of their vacation leave.
- c. In computing wages due for periods of vacation leave for any Employee, working hours and rates of pay used will be those of the classification in which they are regularly or normally employed, unless they are temporarily employed in classification calling for different working hours and rate of pay and has served a minimum of one (1) month immediately prior to proceeding on vacation in the classification, in which case they shall be paid at the rate of such classification.
- d. Vacation pay shall be granted, upon written request, in advance of proceeding on vacation, under the following conditions:

- i. Written requests for advance vacation pay must be received by the Department Head or their Designate fourteen (14) calendar days prior to the Friday immediately preceding the first day of vacation;
- ii. Advance vacation payments will be made for periods of not less than one (1) week or multiples thereof;
- iii. Provided 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.

21.04 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.

21.05 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.

21.06 Recall from Vacation Leave

- a. The Employer will make every reasonable effort not to recall an Employee to duty after they have proceeded on vacation leave.
- b. Where, during any period of vacation leave, an Employee is recalled to duty, they shall be reimbursed expenses that they incurs;
 - i. In proceeding to their place of duty;
 - ii. In returning to the place from which they were recalled if they immediately resumes vacation upon completing the assignment for which they were recalled;
 - iii. 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 they are entitled under Clause 21.06(a) and (b) above to be reimbursed for reasonable expenses incurred by them.

d. Vacation Leave Schedule

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

e. Leave when Employment Terminates

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

21.07 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.

21.08 Carry-Over of Annual Leave

- a. Upon a written request submitted before December 1, of the current year, and Employee shall be granted one (1) week carry-over of their annual vacation leave, liquidated.
- b. If, at the end of a calendar year, an Employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) day, the entitlement shall be increased to the nearest half day.

ARTICLE 22 - SICK LEAVE

22.01 Eligibility

Subject to the provisions of Clause 22.02 of this Article, an Employee shall continue to earn sick leave credits at the rate of one and one-quarter (1 ¼) days for each calendar month for which they have earned then (10) days' pay.

22.02 Computation of Sick Leave Credits

For the purpose of Article 22, hours of work shall include:

- a) Normal working hours on ordinary week days;
- b) Normal hours on designated Holidays, whether worked or paid for without work;
- c) Absence on paid vacation, sick and special leave;
- d) Hours of work lost by an Employee due solely to an injury sustained on duty, provided that such injury is declared an industrial accident under the Government Employees Compensation Act;

22.03 Granting of Sick Leave with Pay

- a) An Employee will be granted sick leave with pay, provided they possess seniority rights in accordance with the provisions of Article 11 of his Agreement to the extent of their earned sick leave credits.
- b) An Employee is eligible for sick leave with pay when they are unable to perform their duties because of illness or injury provided that:
 - i. They satisfy the Employer of this condition in such a manner and at such times as may be determined by the Employer.

- c) Unless otherwise informed by the Employer, a statement signed by the Employee describing the nature of their illness or injury and stating that because of this illness or injury they were unable to perform their duties shall be considered as meeting the requirements of Clause 22.03(c) and (i).
 - i. If the period of leave requested does not exceed five (5) days; and
 - ii. If in the current calendar year, the Employee has not been granted more than ten (10) days sick leave wholly on statements signed by them.
 - iii. An Employee is not eligible for sick leave with pay during any period in which they are on leave of absence without pay or under suspension.
- d) For sick leave with pay in excess of five (5) days an Employee will be granted sick leave with pay only upon presentation of an acceptable certificate from a medical doctor.
- e) An Employee will not be granted sick leave with pay for hours of work lost due to an injury which is declared an industrial accident under the Government Employees Compensation Act.
- f) Where an Employee with at least two (2) years' continuous service is absent due to illness, and who has exhausted or during that period would exhaust their sick leave credits, approval may be granted for an advance against future sick leave to be earned, in an amount not exceeding three (3) weeks (fifteen { 15 } working days). Such amounts advanced will be deducted from future sick leave credits earned and no further sick leave with pay shall be granted until the total amount of the advanced sick leave is recovered.
- g) Should the Employee resign, retire or be dismissed from the Employer's service, recovery of the leave of absence granted in excess of their sick leave credits will be made from any amount payable to them by the Employer.
- h) Subject to the above conditions, and notwithstanding Clause 22.03(c), (d), and (e), where the absence is as a result of injury on duty, the Employer will grant interim sick leave with pay to an Employee with sick leave credits, while awaiting a decision of the Workplace Health Safety and Compensation Commission of New Brunswick ("WHSCC").
- i) When an Employee is granted interim sick leave with pay and injury-on-duty leave is subsequently approved it shall be considered, for the purpose of the record of sick leave credits, that the Employee was not granted sick leave with pay.

22.04 If an Employee becomes ill during a period of vacation leave or 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 22.03, and their vacation leave or compensatory leave credits shall be restored to the extent of any concurrent sick leave or vacation leave granted.

ARTICLE 23 - INJURY-ON-DUTY LEAVE WITH PAY

23.01 Injury-On-Duty Leave with Pay

- a) An Employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer when a claim has been made pursuant to the Government Employees Compensation Act, and a WHSCC 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 their duties and not caused by the Employee's willful misconduct, or
 - ii. An industrial illness or a disease arising out of and in the course of their employment,

If the Employee agrees to remit to the Employer any amount received by them 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 their agent has paid the premium.

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

ARTICLE 24 - SPECIAL LEAVES

24.01 Leaves- General

- a. When the employment of an Employee who has been granted more vacation, sick or special leave with pay that they have earned, is terminated by death, the Employee is considered to have earned the amount of leave with pay granted to them.
- b. When the employment of an Employee who has been granted more vacation or sick leave with pay than they have earned is terminated by lay-off, they are considered to have earned the amount of leave with pay granted to them if, at the time of their lay-off, they have completed two (2) or more years of continuous employment.
- c. An Employee who is in an acting position receiving acting pay, and is granted leave with pay, is entitled during their period of leave to receive the acting pay rate if they have been acting in the higher position on a continuing basis, or for a period of six (6) weeks

- d. prior to the period of leave, unless the incumbent returns to the position at the commencement of the leave.
- e. 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 they become subject to this Agreement, shall be retained by the Employee.

24.02 Granting of Special Leave

- a. Eligibility: Employees who have completed 6 months of continuous service of employment.
- b. Special leaves not outlined below 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.
- c. The Employee must have been on duty the day preceding and the day following the grant of special leave or has been on approved leave of absence;
- d. Where medical reasons are involved, a medical certificate is submitted outlining the circumstances necessitating the special leave request.

24.03 Marriage Leave

- a. Eligibility: Employees who have completed one year of continuous service of employment.
- b. An employee who gives the Employer at least ten (10) working days' notice, shall be granted leave with pay for five (5) days with the purpose of getting married. Proof may be required.

24.04 Bereavement Leave

- a. Eligibility: Employees who have completed three months of continuous service of employment in the event of a death in their immediate family.
- b. The Employee must have been on duty the day preceding and the day following the grant of special leave or has been on approved leave of absence;
- c. For the purpose of Clause (24.04 (d)), immediate family is defined as the employee's father, mother, brother, sister, spouse or common law partner, child or ward of the Employee, father-in-law, mother-in-law, step-father, step-mother, grandparents, grandchild, and relative permanently residing in the Employee's household or with whom the Employee permanently resides.
- d. Where a member of their immediate family dies, they shall be entitled to special leave with pay for a period of up to five (5) days and not extending beyond the day following the funeral.

- e. In special circumstances and at the request of the Employee, bereavement leave may be extended beyond the day following the day of the funeral, but the total number of days granted must be consecutive and not greater in number than those provided for above, and must include the day of the funeral.
- f. The employee is entitled to special leave with pay, up to a maximum of one (1) 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.
- g. An Employee is entitled to one (1) day with pay if required to attend the funeral in the capacity of pallbearer.
- h. Special leave with pay will not be granted if the Employee does not attend the funeral.
- i. If, during a period of compensating time off an Employee is bereaved in circumstances under which they would have been eligible for bereavement leave under paragraphs (a), (b) or (c) of this Clause, they shall be granted bereavement leave and their compensating time off shall be restored to the extent of any concurrent bereavement leave granted.

24.05 Leave for Birth or Adoption of Child

- a. Eligibility: Employees who have completed 6 months of continuous service of employment.
- b. An Employee may be granted special leave with pay up to a maximum of five (5) days on the occasion of the birth or adoption of a child.

24.06 Maternity and Parental Leave

- a. Eligibility: Employees who have completed six months of continuous service of employment.
- b. An employee is entitled to maternity and parental leave without pay, subject to the following:
 - i. the employee submits an application in writing at least four (4) weeks before the day specified as the first day of leave unless there is a valid reason why such notice cannot be given within that timeframe; and
 - ii. provides a letter specifying the estimated date of the arrival of the child.
 - iii. The aggregate amount of leave that may be taken by one or two employees in respect of the same birth; if taken by two employees, it shall not exceed eighty-six (86) weeks, but the aggregate amount of leave that may be taken by one employee shall not exceed seventy-eight (78) weeks.
 - iv. Every employee who intends to take a leave of absence from employment for maternity and parental reasons shall give at least four weeks' notice in writing to

the employer unless there is a valid reason why that notice cannot be given; and inform the employer in writing of the length of leave intended to be taken.

- v. Every employee who intends to take or who is on a leave of absence from employment under 24.09 (iv) shall give at least four weeks' notice in writing to the employer of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given.

- c. A pregnant employee is entitled to seventeen (17) weeks' unpaid maternity leave which may commence no earlier than thirteen (13) weeks before the expected date of birth and end no later than seventeen (17) weeks following the actual delivery date, plus an additional sixty-one (61) weeks' unpaid Parental Leave.

- d. Every employee who takes or is required to take a leave of absence from employment under this article is entitled to be reinstated in the position that the employee occupied when the leave of absence from employment commenced, and every employer of such an employee shall, on the expiration of any such leave, reinstate the employee in that position.
 - i. Where for any valid reason an employer cannot reinstate an employee in the position referred to in (c), the employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.

- e. The Authority may, in each case where maternity leave without pay is requested, require the employee to submit a medical certificate certifying pregnancy.

- f. The employer is required to allow an employee's the right to utilize any income-replacement scheme or insurance plan in force in the work place designed to provide benefits to employees who cannot work for health reasons recognizing that maternity and parental leaves are unpaid leaves.

- g. Employees will be entitled to sixty-one (61) weeks of parental leave.

- h. Leave granted under this article shall be counted for the calculation of continuous service for the purposes of calculating severance pay and vacation leave.

- i. Employees subject to this article are eligible to receive, upon request, information concerning training, employment or promotions while on leave. In order to benefit from opportunities employees must, however, be able to attend courses when it is scheduled or to accept the new job or promotion and to report to work on the date specified by the Authority.

- j. The Authority will maintain an employee's coverage under benefit plans including pensions, health and disability plans throughout the period of maternity and parental leave provided for in this agreement and maintain the share of contributions to such plans conditional upon the employee also making their normal contributions where applicable.

- k. Maternity Leave Pay
 - i. Employees on maternity leave, who have provided a medical certificate verifying the

pregnancy/birth and who have agreed to return to work for at least 6 months following the applicable leave(s), shall receive a total of 75% of their regular pay for up to 17 weeks.

- ii. Leave income at 75% of regular rate of pay is a combination of:
 - a) Eligible Employment Insurance benefits
 - b) Employer pay contribution
- iii. Employees who receive maternity leave pay are not eligible to receive maternity leave pay and the special leave with pay reference in 24.05 b. They must choose which they wish to receive.

24.07 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 or other legal instrument to attend as a witness in any proceeding held as authorized by law, or before an arbitrator or umpire.

24.08 Other Leave with Pay

At its discretion, the Employer may grant leave without pay for any purposes than those specified in this Agreement, including education courses leading to upgrading of qualifications in order to facilitate promotion, military or civil defense training, and emergencies affecting the community or place of work.

24.09 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.

ARTICLE 25 - SEVERANCE PAY

25.01 Lay-Off

An Employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of lay-off.

- i. In the case of an Employee who is laid off for the first time, 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 they were granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer, but the total amount of severance pay which may be paid under this Clause shall not exceed twenty-eight (28) weeks' pay.
- ii. In the case of an Employee who is laid off for a second or subsequent time, the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment, less any period in respect of which they were granted severance pay,

retiring leave or a cash gratuity in lieu thereof by the Employer, but the total amount of severance pay which may be paid under this Clause shall not exceed twenty-seven (27) weeks' pay.

- iii. In no case shall the total amount of severance pay exceed twenty-eight (28) weeks' pay regardless of the number of times an Employee is laid off.

25.02 Resignation

This Article applies only to Employees employed on or before June 1, 2002.

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 their weekly rate of pay on resignation by the number of completed years of their continuous employment to a maximum of twenty-six (26) weeks less any period in respect of which they were granted severance pay, retiring leave or cash gratuity in lieu of retiring leave by the Employer .

25.03 Retirement

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

25.04 Death

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

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

25.06 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 Appendices A and B of this Agreement and shall not include acting pay.

ARTICLE 26 -TRAVELLING

- 26.01 Where an Employee is required by an Employer to travel outside of their Headquarters are and on Employer's business, as these expressions are normally defined by the Employer, and such travel is approved by the Employer, they shall be compensated in the following manner:
- a. On a normal working say on which they travel but does not work, an Employee shall receive their regular pay for the day;
 - b. On a normal working day on which they travel and work, the Employee shall be paid:
 - i. Their regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7 ½) hours for employees set out in Appendix B or eight (8) hours for employees set out in Appendix A, and
 - ii. At the applicable overtime rate for additional hours of travel in excess of those specified in Clause 27.01 (b) with 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 27 - USE OF EMPLOYEE-OWNED MOTOR VEHICLE

- 27.01 An Employee shall not use their privately-owned motor vehicle on any Employer business unless they are in receipt of an authorized car mileage allowance and such expense have been authorized by the Employer.

ARTICLE 28 -INCLUSION UNDER CANADA PORT AUTHORITIES PENSION PLAN

- 28.01 Upon meeting the qualifications as laid down by the Canada Port Authorities Pension Plan, Employees will be included under such pension plan coverage.

ARTICLE 29 - HEALTH INSURANCE CONTRIBUTIONS

- 29.01 The Employer agrees to pay the cost of the required premium contributions for each Employee for all insured benefits now in effect or such plan as may be arranged by the Employer. The Employer may modify such plan from time to time.
- 29.02 An Employee may, on retirement, retain their health insurance plan by paying the full cost of the required premium contributions as determined by and with the approval of the operator of such plan.
- 29.03 The Employer will engage in meaningful consultation with the Union prior to making any changes.

ARTICLE 30-TRAINING COURSES

- 30.01 The Employee and their Supervisor will consult annually or more frequently, if necessary, to identify training courses that they feel will be mutually beneficial.

ARTICLE 31 - EMPLOYEE EVALUATION AND PERSONNEL FILES

- 31.01 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 true and accurate assessment of such Employee as seen through the eyes of the reviewing officer.
- 31.02 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 their own comments on the review form prior to affixing their signature.
- 31.03 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 and 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.
- 31.04 The Employer shall ensure that the personnel file of every Employee is kept confidential.

- 31.05 It is not the Employer's practice to disclose personal information, other than confirmation of employment, concerning an Employee to creditors, banks, credit bureaus, or similar organizations without the expressed prior and written consent of Employee concerned.
- 31.06 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 their written permission to release information concerning a specific case.
- 31.07 Upon written request of an Employee, the personnel file of that Employee will be made available at least once per year for their examination in the presence of an authorized representative of the Employer.

ARTICLE 32 - DISCIPLINE

- 32.01 An Employee who has completed their probationary period shall not be disciplined by suspension without pay or by discharge except for cause.
- 32.02 No disciplinary action shall be taken against an Employee for their behavior outside working hours unless, in the opinion of the Employer, there is evidence that such behavior has brought the Employer into public disrepute.
- 32.03 When an Employee is required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a Representative of the Employer, the Employee is entitled to have at their request, a Representative of the Alliance attend the meeting.
- 32.04 The Employer will advise each Employee of any written reprimand placed on their file. A copy of any reprimand is to be sent to the Union. Any Employee so reprimanded may submit their case in conformity with the provisions of the Grievance Procedure outlined in Article 33.
- 32.05 Where an Employee is disciplined by suspension without pay or by discharge, the Employer, within two (2) working days of such disciplinary action shall advise the Alliance of such suspension or discharge, in writing.
- 32.06 Where it is determined that an Employee has been disciplined by suspension without pay or by discharge in violation of Clause 32.01, the Employee shall be immediately reinstated in their former position without loss of seniority or accrued benefits including all benefits and salary they would have earned during the period of suspension or discharge.

ARTICLE 33 - GRIEVANCE PROCEDURE

33.01 Consultation

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

33.02 Formal Grievance

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

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

33.04 Step 1

- a) An Employee may present a grievance to management's Representative at Step 1 not later than twenty (20) working days after the date of the circumstances giving rise to the grievance.
- b) Management's Representative at Step 1 shall reply, in writing, to an Employee's grievance within ten (10) working days after the grievance is presented unless mutually agreed by both parties to extend the time limits.

33.05 Step 2

- a) An Employee may present a grievance to Management's Representative at the second step, when the decision rendered at the first step is not satisfactory to them, within ten (10) working days after that decision has been conveyed to the employee.
- b) Management's Representative at Step 2 shall reply, in writing, to an Employee's grievance within ten (10) working days after the grievance is presented in accordance with Clause 33.06 unless mutually agreed by both parties to extend the time limit.

33.07 Disciplinary Action

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

33.08 Representatives

	Union	Management
Step 1	Two Union Representatives	Department Head or their Designate and Management Representative or their Designate
Step 2	Two Union Representatives	President and CEO or their Designate and two Management Representatives or their Designates

- 33.09 A grievance arising directly between the Employer and the Alliance involving interpretation, application or alleged violation of this Agreement shall be submitted in writing. In the case of the Alliance, such a grievance shall be submitted to the Employer's Designated Representative at Step 2 of the grievance procedure within fifteen (15) working days of the date on which it becomes aware of the circumstances giving rise to the grievance. In the case of the Employer, such a grievance shall be presented to the Alliance within fifteen (15) working days of the date on which it becomes aware of the circumstances giving rise to the grievance. When such a grievance is received by either party, a meeting shall be convened between the Representatives of the two parties within ten (10) working days in an effort to resolve the issue in dispute. Failing settlement with fifteen (15) working days of the date on which the grievance was submitted, the grievance may be referred to arbitration as hereinafter provided. The parties agree that such a grievance shall not be submitted solely to circumvent the normal grievance procedure.
- 33.10 Where a difference arises between the parties relating to the adjustment of a grievance, the Alliance may, after exhausting the grievance procedure established in this Article, notify the other party in writing within thirty (30) working days of its intention to refer the matter to a Board of Arbitration and the name of its nominee to such a Board.
- 33.10 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 Labor to appoint a Chairman.
- 33.11 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.
- 33.12 Each party shall pay its own expense and the expenses of its nominee and the parties shall share equally the expenses and fees of the Chairman.
- 33.13 An Arbitration Board shall have no power to alter, add to, subtract from, amend, modify, or substitute any part of this Agreement.

33.14 By mutual agreement, a single Arbitrator may be asked to render a decision on a dispute in which case their fee and expenses shall be born equally by the parties.

33.11 General

- a) In determining the time limits with which any action as prescribed in this procedure, Saturdays, Sundays and Holidays shall be excluded. The time limits in this Article may be extended by mutual agreement.
- b) When mutually agreed, Step 1 and/ or Step 2 of Clause 33.11 may be by-passed and the grievances heard at the next higher level.

ARTICLE 34- JOINT CONSULTATION

34.01 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.

34.02 Consultation may take place for the purpose of providing information, discussing the application of Employer policy or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

34.03 Upon the request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this agreement.

ARTICLE 35 - SAFETY AND HEALTH

35.01 The Employer and the Union agree to cooperate at all levels in encouraging Employees afflicted with alcoholism or drugs to the objective of their rehabilitation.

35.02 Nothing in this Clause is to be interpreted as constituting any waiver of Management's right to maintain discipline or discharge for cause in any case which might result from, or be associated with, the use of alcohol or drugs.

35.03 Employees required to take medical examination by the Employer will have same paid for by the Employer and said Employee will be allowed time off with pay for said medical, except for medical certificate required under Article 22.

- 35.04 Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing.
- 35.05 When a safety hazard is brought to the Employer's attention, the said hazard will be investigated and corrective action taken.
- 35.06 The Employer agrees that one Employee who is a member of the Union will be a member of the Employer's Health and Safety Committee.
- 35.07 The Employer will follow the Canada Labour Code Part II.

ARTICLE 36 - CANADA LABOUR CODE/ SUCCESSOR CLAUSE

- 36.01 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 37- DURATION OF THE AGREEMENT

- 37.01 The duration of this Agreement shall be from the 1st day of January 2022, until the 31st day of December 2025, and shall continue in effect beyond this date until either party gives three (3) months' notice in writing of desire to revise or terminate the agreement.
- 37.02 Unless otherwise stipulated, the provisions of this Agreement shall become effective on the date this Agreement is signed.
- 37.03 This Agreement may be amended by mutual consent.

ARTICLE 38 - CANADA MARINE ACT

- 38.01 It is recognized that the Saint John Port Authority was incorporated by Letters Patent dated May 1, 1999 as the successor to the Saint John Port Corporation under the Canada Marine Act and is subject to the aforementioned Act.
- 38.02 All Acts, Regulations and Directives of the Saint John Port Authority shall apply to this Agreement in their entirety.

Agreement Signatures

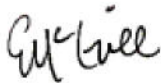
The new Agreement and the Letters of Understanding constitutes the entire contract between the Employer and the Alliance. Each of the parties hereto acknowledges that there are no representations, warranties, agreements, covenants or conditions, expressed or implied, relating to this Agreement other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

Signed virtually and in person, this 19 day of January, 2023.

SAINT JOHN PORT AUTHORITY



Andrew Dixon, Chief Operating Officer



Emily McGill, People and Culture Manager

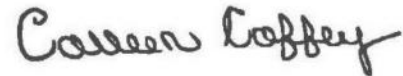


Alec Ketchum, Harbour Master



Geoff Hamilton, Director of Port Facilities

PUBLIC SERVICE ALLIANCE OF CANADA



Colleen Coffey, Regional Executive Vice-President



Chris Bussey, UCTE Regional Vice President



Nick Lambert, Local President 61124



Lori Walton, Negotiator

Appendix A

Wage Scales

		Wages on		Market Adjusted base salary	3.50%	3.25%	3.00%	3.00%
Classification	Steps	Dec 31, 2021	Market Adjust (%)	Jan 1st 2022	Jan 1st 2022	Jan 1st 2023	Jan 1st 2024	Jan 1st 2025
Student		\$ 15.93	3.0%	\$ 16.41	\$ 16.98	\$ 17.53	\$ 18.06	\$ 18.60
Labourer		\$ 25.36	13.0%	\$ 28.66	\$ 29.66	\$ 30.62	\$ 31.54	\$ 32.49
Equipment Operator	Step 1	\$ 27.55	14.7%	\$ 31.60	\$ 32.71	\$ 33.77	\$ 34.78	\$ 35.83
	Step 2	\$ 28.13	14.7%	\$ 32.27	\$ 33.39	\$ 34.48	\$ 35.51	\$ 36.58
Senior Equipment Operator	Step 1	\$ 30.26	18.7%	\$ 35.92	\$ 37.18	\$ 38.38	\$ 39.54	\$ 40.72
	Step 2	\$ 30.84	18.7%	\$ 36.61	\$ 37.89	\$ 39.12	\$ 40.29	\$ 41.50
Team Leader	Step 1	\$ 34.41	11.7%	\$ 38.44	\$ 39.78	\$ 41.07	\$ 42.31	\$ 43.58
	Step 2	\$ 34.99	11.9%	\$ 39.15	\$ 40.52	\$ 41.84	\$ 43.10	\$ 44.39
Licensed Trade with Specialization		\$ 41.46	3.0%	\$ 42.70	\$ 44.20	\$ 45.63	\$ 47.00	\$ 48.41
Event logistics	Step 1	\$ 27.55	14.7%	\$ 31.60	\$ 32.71	\$ 33.77	\$ 34.78	\$ 35.83
	Step 2	\$ 28.13	14.7%	\$ 32.27	\$ 33.39	\$ 34.48	\$ 35.51	\$ 36.58

1.0 These employees in the following positions will increase to Step 2 after 1 year of continuous service in that position: Event Logistics, Equipment Operator, Senior Equipment Operator, and Team Leader.

Appendix B

Wage Scales

	Wages on		Market Adjusted base salary	3.50%	3.25%	3.00%	3.00%
Classification	Dec 31, 2021	Market Adjust (%)	Jan 1st 2022	Jan 1st 2022	Jan 1st 2023	Jan 1st 2024	Jan 1st 2025
Engineering Tech I	\$ 62,615	3.0%	\$ 64,493	\$ 66,751	\$ 68,920	\$ 70,988	\$ 73,117
Engineering Tech II	\$ 74,763	6.0%	\$ 79,249	\$ 82,022	\$ 84,688	\$ 87,229	\$ 89,846

Appendix C - Safety Shoes Reimbursement

All Employees required by the Employer to wear steel-toed safety shoes will be reimbursed \$300, plus appropriate taxes for a twelve-month (12) period upon satisfactory proof of such purchase. If a replacement is required before the expiry of the said twelve-month (12) period, the Employer may reimburse up to a further \$300, plus appropriate taxes after considering the reasonable wear and tear resulting from the performance of the duties.

Appendix D - Casual and Student Terms – Now Article 16

Appendix E - Social Justice Fund

The Employer shall contribute one cent (\$0.01) per regular hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the Bargaining Unit. Contributions to the fund will be made yearly in the month immediately following completion of each fiscal year and such contribution will be remitted to the PSAC National Office.

Appendix F - Engineering Technologists

Letter of Understanding Re: Engineering Technologists Classifications

August 28th, 2017

PSAC Local 61124

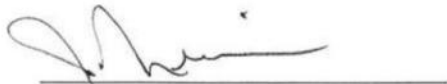
RE: Compensation Review for Engineering Technologist Classifications

Dear Ms. Goguen,

It is the intent of Saint John Port Authority to review the Engineering Technologist classifications using a third-party Compensation Specialist. The engineering technologists employed during the period of the review will be consulted as part of the review process.

The review will be completed by December 31st, 2017, with an extension upon mutual agreement. If an increase is merited for the current Engineering Technologist II, Alec Ketchum, and approved by the Board of Directors, the new rate will be retroactive to January 1st, 2017. In the interim, management agrees to provide the current Engineering Technologist II, Alec Ketchum, with a \$4,000 transitional advance to be paid on the pay period following the signing of the Collective Agreement. Any retroactive salary payments that may result from the review for the period January 1 to December 31st, 2017, will be the difference of the 2017 base salary plus the transitional advance.

The Employer recognizes the Union has the right to grieve the fairness of the review process.



Jim Quinn
President and CEO

Appendix G – CAAT DBplus Pension Plan

**Letter of Understanding
Between
PUBLIC SERVICE ALLIANCE OF CANADA
and
SAINT JOHN PORT AUTHORITY**

In advance of December 31st 2023, the Employer will conduct a review of the CAAT DBplus Pension Plan. The Employer will share its findings with the Union. If the Employer concludes that the operation of the CAAT DBplus Pension Plan will be cost neutral compared to the existing Pension Plan, and that it will have a more desirable outcome for the Union members upon retirement, then the Employer will propose a plan to move the Union members of the current Pension Plan to the CAAT DBplus Pension Plan. If the Union is in agreement with this course of action, the Employer will make every effort to put the new plan into effect on or before January 1, 2024. Such transfer is subject to the legal ability of the Employer to permit any such transfers, obtain any required regulatory approvals, and is subject to the consent to the transfer by the administrator of the CAAT DBplus Pension Plan.

Signed on June 29, 2022 at Saint John, New Brunswick