



**City of Saint John
Common Council Special Meeting
AGENDA**

Thursday, June 11, 2020

5:00 p.m.

Meeting Conducted by Electronic Participation

Pages

1. Call to Order

**1.1 Tentative Agreement between The City of Saint John and CUPE Local 18
(Outside Workers)**

1 - 93

COUNCIL REPORT

M&C No.	M&C 2020-156
Report Date	June 10, 2020
Meeting Date	June 11, 2020
Service Area	Corporate Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: TENTATIVE AGREEMENT BETWEEN THE CITY OF SAINT JOHN AND
CUPE LOCAL 18 (OUTSIDE WORKERS)***

OPEN OR CLOSED SESSION

This matter is to be discussed in open session of Common Council.

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>J. Brent McGovern</i>	<i>J. Brent McGovern / Stephanie Hossack</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that Council:

1. Ratify the tentative agreement between the City of Saint John and CUPE Local 18, and that;
2. After a final review by the City Solicitor as to legality and form, authorize the Mayor and the Common Clerk to execute the proposed Working Agreement on behalf of the City of Saint John.
3. Adopt the revised Human Resources Policy, "Voluntary Separation Program", as included herein.
4. Authorize the City Manager to use up to \$1,283,285 from the Operating Reserve Fund to support the one-time cost associated with the restructuring of the Local 18 (Outside Workers).

EXECUTIVE SUMMARY

The purpose of this report is to present for Council's approval a proposed renewal of the Working Agreement between the City of Saint John, N.B. and the Canadian Union of Public Employees, Local 18 (Outside Workers) for the term of January 1, 2020, to December 31, 2024.

STRATEGIC ALIGNMENT

Saint John invests in sustainable City services and municipal infrastructure.

PREVIOUS RESOLUTION

N/A

REPORT

Purpose

The purpose of this report is to present for Council's approval a proposed renewal of the Working Agreement between the City of Saint John, N.B. and the Canadian Union of Public Employees, Local 18 (Outside Workers) for the term of January 1, 2020, to December 31, 2024.

Background

The previous Working Agreement between the City of Saint John and CUPE Local 18 covered the term from July 1, 2014 to December 31, 2019.

The City's Outside Workers deliver a multitude of services essential to the functioning and sustainment of our community, the health and safety of our citizens, and the enhancement of a vibrant and livable City for residents of Saint John and visitors alike.

The members of this workforce deliver most of the direct customer-facing services. Services range from the collection and treatment of wastewater to the distribution of safe, clean drinking water, mowing of parks and ballfields, to plowing streets and patching of potholes, to the maintenance of the City's fleet of vehicles and equipment, to the collection of garbage, etc. These front line services are vital to the citizens of Saint John.

Council Direction re Sustainability Initiatives

The overriding context for this round of bargaining was the City's current sustainability challenges. The fiscal realities facing the City of Saint John was the foremost priority that shaped this round of collective bargaining.

On May 4, 2020 Council directed that 60% of the entirety of the deficit was to be addressed through workforce adjustments and changes to personnel policies which translated into the following intended reductions.

Organization	Modified Target
Fire	\$1,875k
Police	\$1,300k
Local 18 (Outside Workers)	\$1,290k
Local 486 (Inside Workers)	\$826k
Management & Professional Staff	\$921k
Total	\$6,203k (+\$100k below)
Transit	\$425k

Amendments to the Working Agreement

Listed below are the various amendments to the Working Agreement.

1. Adjust the establishment of permanent positions by as many as 43 permanent positions over the term of the agreement. This represents a reduction in the outside workforce of 15.5%. That is in addition to the reduction of 5.1% that occurred in the last round of collective bargaining.
2. The Voluntary Separation Policy (VSP) has been offered as part of the Tentative Agreement in accordance with the terms of the VSP as previously approved by Council with the only exception being that employees would need to end their employment with the City no later than August 1, 2020. This results in a net positive impact to the 2020 budget. The proposed revised VSP can be found at Appendix 1.
3. Lay-off provision has been introduced for employees hired subsequent to the signing of this Collective Agreement, if above the new establishment number (235).
4. Flexibility has been introduced to reduce the triggering of overtime as it relates to meal breaks.
5. Progression through the Skilled Worker Job Set would be slowed from 7 years to 10 years for new hires. Skilled Workers currently make up 57.6% of the outside workforce.
6. Presently a new Labourer entering the Outside Workforce would be hired at Job Level 1 however the Tentative Agreement introduces a newer lower wage entry point. Labourers instead of entering at Job Level 1 at \$24.51/hour would enter at Job Level A at \$20.00/hour.
7. Progression to the Designated Operator and Operator level in the Water and Wastewater career streams will require higher levels of certification.
8. Further integration between Long term disability and sick leave benefits is included in the tentative agreement.
9. Servicing Assessment has been agreed to as part of the Tentative Agreement. Where the cost of service is an important factor in providing public services and where the employer is assessing contracting out servicing options the employer will provide the Union with notice and an estimate of the cost of providing such services. The Union will be given 30 days to propose options related

- to reducing Local 18 Outside Workers related costs for the Employer to consider before making final servicing option decisions.
10. More training required with the Instrumentation and Electrical career stream.
 11. The City will cease the issuance of hard copy meal cheques in extended overtime situations and move to electronic payment.
 12. There will be extended control on funds expended for tools.
 13. Removal of Common Council from the grievance procedure.
 14. Maternity and Parental Leave benefits modified to align with Employment Insurance provided through the federal government.
 15. The term of the Working Agreement would be 5 years or approximately 4.5 years from ratification.
 16. New language would allow an employee to request an unpaid leave during the period December 20th – January 7th of each year.
 17. Overtime provision has been amended for work-through overtime.
 18. One-time payment as follows:
 - Employees hired during or prior to 2000 would receive \$6,500
 - Employees hired 2001 – 2007 would receive \$6,000
 - Employees hired 2008 – 2014 would receive \$4,000
 - Employees hired 2015 – 2017 would receive \$3,000
 - Employees hired in 2018 and up to and including the ratification date would receive \$2,000
 19. Adjustment to bereavement leave for immediate family members.

Pay Provisions

Proposed pay schedules are covered in Article 27 and Schedule “A” of the Tentative Agreement. Over the term of the proposed Working Agreement, wage rates for permanent employees would be adjusted as follows:

- | | |
|--------------------|------------------------|
| 1. January 1, 2020 | 1.0% |
| 2. January 1, 2021 | 0.0% |
| 3. January 1, 2022 | 0.0% |
| 4. January 1, 2023 | Wage Escalation Policy |
| 5. January 1, 2024 | Wage Escalation Policy |

SERVICE AND FINANCIAL OUTCOMES

The reduction of 43 positions from the existing agreement would provide a cumulative savings of \$12,791,390 over the term of the Agreement.

The overall agreement included a wage increase of 1% in 2020, 0% in 2021 and 2022 and the final two years, wage increases will be based upon the Wage Escalation Policy. The overall wage and benefit adjustments over the term of the Working Agreement are forecasted to have a cumulative cost of \$3,876,765, this is based on a forecasted wage escalation increase of 1.75%.

The agreement includes a provision for the voluntary separation program to be offered to the membership and if members are approved they will leave the organization no later than August 1, 2020. There is a net cost decrease in 2020 due to the savings of 5 months' salary not being paid to these employees and the amount is dependent upon the number of departures.

The one-time employee payment for all Local 18 members to be paid to employees in 2020 is estimated to be \$1,833,263.

The City can expect to see an overall reduction in the cost of wages and benefits over the term of the contract compared to 2019 cost. The cost of the General Fund 2020 one-time payment will be funded with \$1,283,285 from restructuring reserve and the balance of any other increase being funded from the operating budget. All 2020 Utility Fund costs associated with the agreement will be funded from the operating budget.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

The legal department has reviewed the Tentative Agreement and staff from finance have worked with the negotiating team and have verified all financial information.

Members of the management negotiating team were:

1. Brent McGovern, Saint John Water
2. Stephanie Hossack, Human Resources
3. Jeff Hussey, Transportation and Environment Services
4. Kevin Hooper, Human Resources
5. Ian Fogan, City Manager's Office

ATTACHMENTS

Appendix 1 Revised Human Resources Policy, "Voluntary Separation Program"
Appendix 2 Tentative Agreement



POLICY

City Of Saint John

VOLUNTARY SEPARATION

1.0 STATEMENT OF PURPOSE

The City of Saint John must confront its financial challenges, both current operating and structural deficits, in order to move forward to a sustainable and prosperous future. Given the urgency of forecasted deficits for 2021 and 2022, it is prudent to take measures now to reduce employment costs, which represent approximately 57% percent of budget.

Objectives

The objectives of this Policy Document are:

- to optimally align workforce complement with attainment of Council's priorities: Economic Health; Sustainable Infrastructure; and Community of Choice;
- to contribute to financially stable and sustainable municipal government by addressing the budget deficit;
- to help create the conditions within which a strong, vibrant, growth-oriented community can flourish;
- to adjust service levels strategically to minimize effects on public safety and quality of life in our community, and;
- to enable workforce planning in order to meet future projected service demand.

2.0 SCOPE

1. The Voluntary Separation Program is offered by the City of Saint John solely in accordance with the terms and conditions outlined herein. All eligible employees who make application will be subject to the terms and conditions outlined at "Appendix A" to this Policy Document.
2. The City of Saint John reserves the right to deny application of the Voluntary Separation Program to any employee where operations or service could be unduly affected.
3. Moreover, if the number of employees who wish to participate in the program exceeds the number operationally warranted, the City of Saint John reserves the right to deny the request.



3.0 DEFINITIONS

Voluntary Separation Program

A Voluntary Separation Program is an incentive program designed to support organizational downsizing and/or restructuring by offering employees a payment(s) to voluntarily terminate their employment.

4.0 ROLES AND RESPONSIBILITIES

City Manager

The City Manager determines 1) whether and applicant has satisfied the stipulated eligibility criteria and standards and 2) whether to approve an applicant for termination of employment under this Program.

Commissioner of Finance and Administrative Services

The Commissioner of Finance and Administrative Services provides financial input essential to the design, structure, implementation, and evaluation of the Voluntary Separation Program.

Director of Human Resources

The Director of Human Resources is responsible for administration of the Voluntary Separation Program across the organization, including providing quality assurance services and resolving any issues that arise.

Senior Staff

Members of Senior Staff are responsible for evaluation of employee applications for participation in the Voluntary Separation Program based on operational and service requirements and for making the corresponding recommendations to the City Manager. Senior Staff are also responsible for ensuring the elimination of an offsetting position of relative salary within the Service Area where an employee's participation in the program is approved but the employee's job is not.

5.0 PROCEDURES

The Voluntary Separation Program will be offered only to eligible permanent employees. The City may elicit interest from employees in voluntarily terminating their employment, but reserves the right to accept or decline such participation based upon these clearly articulated organizational requirements. Similarly, any and all such expressions of interest by employees are without prejudice until the indicated date of withdrawal.

The City Manager, based on recommendations arising from organizational structure reviews, and consultation with Senior Staff, will make decisions regarding eligibility. Organizational need, customer service and/or internal service delivery, will shape the relevant determinations. Accordingly, the Voluntary Separation Program will be of limited enrollment.



Every application accepted under the Voluntary Separation Program ***must*** result in the elimination of that specific job or an offsetting position of equivalent value elsewhere in the Establishment. A return on investment is expected.

Eligible employees shall voluntarily terminate their employment with the City of Saint John, subject to the terms and conditions outlined at "Appendix A:" to this Policy Document.

6.0 RELATED POLICIES AND PROCEDURES

The Voluntary Separation Program shall be administered in accordance with the provisions of various Collective Agreements, Terms and Conditions of Employment for Management Staff, and the Shared Risk Pension, as applicable.

The standards and procedures upon which the Voluntary Separation Program is structured are included in:

Appendix A: 2020 Voluntary Separation Program

Appendix B: Voluntary separation Program: Letter of Application



Appendix A

2020 VOLUNTARY SEPARATION PROGRAM

1.0 INTRODUCTION

The Voluntary Separation Program offered by the City of Saint John is as outlined herein.

2.0 ELIGIBILITY AND STANDARDS

- i. The Voluntary Separation Program is a voluntary termination program offered to permanent eligible employees.
- ii. Applications for participation in the Voluntary Separation Program will be evaluated against organizational need, including impact on operations, service delivery, end-run sustainability and deficit reduction. Final determination shall be made in every case by the City Manager on recommendation of the Service Area Commissioner and the Director of Human Resources.
- iii. Employees who have completed the Voluntary Separation Application Form prior to January 13, 2020 will be eligible, as will any employees who wish to apply after January 13, 2020. Employees who indicated their intention to terminate their employment by either retirement or resignation prior to January 13, 2020 and did not fill out the Application Form will not be eligible to apply under the program.
- iv. The Voluntary Separation Program is offered by the City of Saint John solely in accordance with the terms and conditions outlined herein and does not form part of the terms and conditions of employment for employees.
- v. The City of Saint John reserves the right to refuse the application of this voluntary program to any individual employee based on the criteria outlined herein. In particular, if it may result in adverse effects to operations or service.

3.0 APPLICATIONS

- i. Eligible employees who wish to be considered for termination of their employment under the Voluntary Separation Program are required to complete the Letter of Application and return it to the Director of Human Resources.
- ii. The Letter of Application to be used to apply for the Voluntary Separation Program is found at "Appendix B:" Voluntary Separation Program: Letter of Application.
- iii. Applications submitted after February 28, 2020 by members of the Inside Workers or Management/Professional Employee Groups, will not be considered unless there is a compelling business case approved by the City Manager.
- iv. Members of the Outside Worker Employee Group must submit an application by June 26, 2020 to be considered.



4.0 REVIEW

- i. Each termination under this program must be reviewed and recommended by the Commissioner, indicating that the consequences of acceptance of the application have been fully identified, considered and approved on operational and service grounds. Particular emphasis shall be placed on identifying the opportunity to permanently reduce a position(s) and to therefore permanently reduce employment costs.

5.0 BENEFITS

- i. The 2020 Voluntary Separation Program will provide three (3) weeks of current base salary for every completed year of continuous service to a maximum of six (6) months salary.
 - a. At the discretion of the City Manager, the maximum may be increased to a maximum of fourteen (14) months, for officers appointed under Section 71 of the Local Governance Act, or for senior managers where there is an overwhelming business case to increase the maximum beyond the standard 6 months salary.
- ii. Eligible Employees will be entitled to a payout at the current hourly rate for any remaining vacation or floating holidays upon the termination date.
- iii. Where applicable eligible Employees will be entitled to receive Retirement Pay as prescribed by the Terms and Conditions of Employment notwithstanding.
- iv. Eligible Employees will not have the option to remain on the Group Benefit Plan unless they are eligible and opt to receive their pension immediately upon termination.
- v. All normal provisions of the Shared Risk Pension Plan continue to apply.

6.0 SEPARATION DATE

Management / Professional AND Inside Worker Employees who accept the offer and voluntarily choose to terminate their employment, subject to approval, must end their employment on or before September 30, 2020.

Employees in the Outside Worker Employee Group who accept the offer and voluntarily choose to terminate their employment, subject to approval, must end their employment on or before August 1, 2020.



Appendix B

2020 Voluntary Separation Program

Letter of Application

Your completed Letter of Application must be received by Human Resources.

I _____, Employee #: _____

Holding the role of _____ hereby make application for the Voluntary Separation Program.

By signing below, I understand I will be considered for a possible Voluntary Separation Payout should it be determined that my position qualifies. If approved I will receive a payout equal to 3 weeks for every completed year of service, as of the termination date, to a maximum of 6 months.

Employee Signature Date

Received by Human Resources: _____ by _____.
Date HR Representative

Approval is subject to all requirements of the Voluntary Separation Program being satisfied.

Approval signed on behalf of the City of Saint John

Commissioner Date

City Manager Date

January 1, 2020 – December 31, 2024

COLLECTIVE AGREEMENT

Between

THE CITY OF SAINT JOHN, N. B.

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 18
(OUTSIDE WORKERS)**

TABLE OF CONTENTS

ARTICLE		PAGE
1	Intent and Purpose of Agreement	1
2	Recognition and Negotiations	2
3	Responsibility of Parties	3
4	Human Rights	4
5	Correspondence	4
6	Management Rights	5
7	Mutual Interest Committee	6
8	Terms of Employment	7
9	Seniority	8
10	Training, Staffing, and Career Development	9
11	Job Postings	12
12	Grievance Resolution Process – Internal	13
13	Hours of Work	17
14	Overtime and Premiums	21
15	Vacation Period and Statutory Holidays	24
16	Leaves of Absence	27
17	Injury on Duty	31
18	Union Business	32
19	Pay Days, Service Pay & Retirement Pay	33
20	Safety	35
21	Clothing Issue and Tool Allowance	37
22	Discipline	38
23	Benefits	39
24	Technological Change	45

25	Job Security	46
26	Term of Agreement	46
27	Classification/Wages – Pay Table/One Time Payment	47
28	Definitions	49
29	Printing of Agreement in Booklet Form	50
Schedule “A”	Wage Rate Table for Permanent Employees Skilled Worker, Supervisory, and Trades Job Sets	51
Appendix “A-1”	Saint John Water - Water and Wastewater	52
Appendix “A-2”	Saint John Water - Instrumentation	53
Appendix “A-3”	Saint John Water - Customer Service	54
Appendix “A-4”	Transportation and Environment Services - Public Works and Transportation/Parks and Public Spaces	55
Appendix “A-5”	Finance and Administrative Services - Fleet Management	56
Appendix “A-6”	Finance and Administrative Services – Materials Management -Stores	57
Appendix “A-7”	Finance and Administrative Services - Facility Management - Carpenter Shop and Facility Maintenance/City Market	58
Schedule “B”	Employment and Development Framework	59
Appendix “B-1”	Training and Career Development Overview	62
Appendix “B-1-A”	Training and Career Development Overview	64
Appendix “B-1-B”	Training and Career Development Overview	65
Appendix “B-2”	Trades	66
Appendix “B-3”	Instrumentation	67
Schedule “C”	Customer Services Skilled Worker Hours of Duty and Related Matters	68
Appendix “A” to Schedule “C”	Shift Schedule - Customer Service Skilled Workers	70
Letter of Agreement - Loss of Income Option		71
Letter of Agreement - Workplace Quality and Wellness		72

THIS AGREEMENT made and entered into this day of June, 2020.

BETWEEN

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

- A N D -

LOCAL 18, CANADIAN UNION OF PUBLIC EMPLOYEES, hereinafter referred to as the "UNION" of the second part.

ARTICLE 1 - INTENT AND PURPOSE OF AGREEMENT

1.01 Intent and Purpose

The parties to this Collective Agreement are committed to working together to create a responsive, enthusiastic, respectful and healthy work environment - one dedicated to providing quality, cost-effective public service; achieving high standards of personal and group performance; employee and organizational wellness; and resolving issues constructively and for the common good. To that end, the parties are committed to the principles of interest-based negotiation (IBN) as the foundation for building and maintaining effective workplace relations.

It is the intent and purpose of the parties to this Agreement to maintain harmonious relations and settled conditions of employment for the continuous and effective operation of the civic departments concerned - to strive to improve the quality and efficiency of service supplied to the public; to promote the well-being, morale, safety, security, and productivity, of all employees within the bargaining unit – the parties hereto set forth the following terms and conditions relating to employment, remuneration, settlement of disputes and differences, hours of work, employee benefits and related matters affecting employees covered by this Agreement.

The Employer and Union hereby recognize and acknowledge that anticipated changes to the way in which the Employer delivers water and sewerage services is expected to result in the creation, during the extended lifespan of the Collective Agreement, of a new department of the Employer responsible for the management and operation of the Employer's water and sewerage utility. Accordingly, the Employer and Union hereby agree to negotiate explicit terms and conditions respecting the working conditions and associated matters respecting those employees who will be affected by the creation of the aforesaid department in a manner that will promote its continuous, effective and efficient operation.

1.02 Vision and Values

The parties seek to be leaders in municipal service; to cultivate a highly qualified specialist workforce aligned with the community's vision for the future. The foundation for positive achievement are values: *commitment* - fulfilling the expectations created in our promises, both direct and implied; *integrity* – conduct that is honest, fair, respectful and ethical; and *responsibility* – establishing accountability, expectations and values-based outcomes.

The goal is to establish the City of Saint John as a service based, results-oriented and high performance public service organization.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

2.01 Sole and Exclusive Bargaining Agent

The Employer, or anyone authorized to act on its behalf, recognizes Local 18, Canadian Union of Public Employees (as per N.B.I.R.B. Certification Order No. 436) as the sole collective bargaining agent for all employees of the City of Saint John, except those employees covered by the Certification of C.U.P.E. Locals 61, 486 and I.A.F.F. Local 771.

2.02 Employees Covered by this Collective Agreement

Any new departments, divisions or sections introduced or created during the term of the Collective Agreement which includes work or service of the bargaining unit shall be covered by Local 18. Management and non-union positions mutually agreed or determined by the Industrial Relations Board to be excluded from the bargaining unit shall not be affected by this Article.

Employees within the bargaining unit assigned to the Saint John Police Force are also covered by this Agreement. When changes to the organizational structure take place, the Union shall be notified of such in writing.

2.03 Right to Negotiate

The City of Saint John or anyone authorized to act on its behalf approves and recognizes Local 18, Canadian Union of Public Employees, as the sole bargaining agent for the employees classified and covered by this Agreement, and hereby consents to negotiate with the Union Committee or any duly authorized representative thereof on any and all matters affecting this relationship between the parties to this Agreement. The term "employee(s)" shall be deemed to cover all employees as per certification.

2.04 Local Agreements

No employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

2.05 Work in the Bargaining Unit

Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon by the parties or in cases of an emergency which directly affects the health and welfare of the public and where immediate attention is needed.

ARTICLE 3 - RESPONSIBILITY OF PARTIES

3.01 Employees' Right to Membership

The Employer agrees not to interfere with the right of any employee designated as within the bargaining unit to become a member of the Union.

3.02 No Strike or Lock-Out

There shall be no strike or lock-out of employees during the term of this Agreement, in accordance with the *Industrial Relations Act*, Chapter 1-4, Province of New Brunswick, as amended.

3.03 Compulsory Check-Off

The City agrees to deduct the required Union dues and uniform assessments weekly from each and every employee covered by this Agreement which shall be forwarded to the Treasurer of the Union by the last Friday of every month.

On the last Thursday in June, the Union shall provide a list of names of employees who owe union dues. Such list shall contain the names and amounts outstanding. Such dues shall be deducted in full from the first pay cheque in July.

The Employer shall not be liable for any action under this Article.

3.04 Remit Dues

Deductions shall be forwarded to the Treasurer of the Union not later than the last Friday of that month, accompanied by a list of the names of employees covered by the Collective Agreement and amount deducted. Computer Print-Out will show above information.

3.05 New Employees

The parties agree that their designated representative shall acquaint first time employees to the fact that a union agreement exists. This will be a joint meeting and shall be scheduled by the Employer during normal working hours. The purpose of this meeting is to discuss conditions of employment including the responsibilities of both parties.

3.06 Membership

All employees within thirty (30) calendar days' service shall as a condition of employment become members and remain members in good standing in Local 18 as long as this Agreement is in effect.

3.07 While on Duty

The Union agrees to promote management's effort to create a responsive, enthusiastic, and respectful work environment, dedicated to providing quality, cost-effective service; achieving high standards of personal and group performance; and resolving issues constructively. Further, the Union agrees to promote management efforts in the prevention of drinking and illegal drug use while on duty.

3.08 Picket Lines

In the event that any other employees of the Employer engage in a strike or where employees in an industrial dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines.

3.09 Failure to Cross Picket Line

Failure to cross such a picket line by members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. However, this clause shall not apply in cases of fire, flood, or hazard to life or property.

ARTICLE 4 - HUMAN RIGHTS

4.01 Human Rights Act

It is agreed that there shall be no discrimination or coercion exercised or practiced with respect to any employee by any ground prohibited by the *Human Rights Act*.

ARTICLE 5 - CORRESPONDENCE

5.01 Response Relating to Collective Agreement

The Employer agrees that reports which are to be dealt with by the Employer which could affect the relationship of the Collective Agreement, the Employer shall extend an opportunity to the Union to express their views on said report prior to being implemented.

5.02 Bulletin Boards

Bulletin Boards shall be placed and maintained by the Employer in each department, division and section and shall be accessible to all employees.

5.03 Notification Regarding Resolutions

Copies of all resolutions adopted by the Employer which affect the Agreement are to be first forwarded to the Union, then posted on all Bulletin Boards.

5.04 Correspondence to Union

All correspondence between the parties, hereto, arising out of this Agreement or incidental thereto, shall pass to and from the Director of Human Resources or

designate of the City and the Recording Secretary of the Union.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 Rights

The Union acknowledges that it is the exclusive right of the Employer to hire, layoff, discharge, classify, reclassify, transfer, promote, demote, or discipline employees, subject to the provision of this Agreement.

6.02 Maintain Order in the Workplace

The Union acknowledges the exclusive right of the Employer to operate and manage its business in all respects, maintain order and efficiency and make rules and regulations.

The Union further acknowledges that all the rights, power, and authority of the Employer are retained by the Employer, except those specifically abridged, delegated or modified by this Agreement and any supplementary agreements that may hereafter be made by the parties.

The above functions, rights, powers, and authority will be exercised in a manner which does not violate any of the terms of this Agreement. Claims for wrongful or unjust discharge shall be subject to the grievance procedures provided herein.

6.03 Establishment List

The Establishment created by the Employer for full-time permanent employees shall be given to the Union annually.

6.04 Establishment

During the term of this Collective Agreement, the Employer may reduce through attrition the number of permanent full-time positions occupied by a member of Local 18 and identified in the Establishment to a maximum of forty-three (43) down to two hundred and thirty-five (235) permanent full-time positions. However, if by the end of the term of this Collective Agreement the number of permanent full-time positions has not been reduced to two hundred and thirty-five (235), the new number of permanent full-time positions shall become two hundred and thirty-eight (238). For greater clarity, "attrition" in this Article includes death, retirement, resignation, termination for cause, or lay-off in excess of one year pursuant to Article 25.01 (d).

Until at least two hundred and seventy-eight (278) permanent full-time positions have been filled, no reduction in permanent full-time positions shall occur under this Article.

For the purposes of this Article, any member of Local 18 who is in receipt of the insured Long Term Disability (LTD) benefits shall be considered as filling a permanent full-time position, while a member of Local 18 who is in receipt of both the insured LTD and CPP disability benefits, shall not be considered as filling a permanent full-time position.

It is understood that where there is a lack of work in a Department, the Employer may

abolish and/or create a position in the same Department or another Department or transfer any Employee from one Department to another Department pursuant to Article 25.01 (c).

Should a transfer occur pursuant to Article 25.01 (c), such transfer shall be offered by order of seniority and ability.

ARTICLE 7 - MUTUAL INTEREST COMMITTEES

7.01 Mutual Interest Committee

- (a)** For the efficiency of service, it is agreed by the parties that a Mutual Interest Committee (MIC) be established, consisting of four (4) representatives each from the Union and Management, and any additional resource people as required by the Committee. The Committee, a forum for labour-management consultation during the life of this Collective Agreement, shall promote on-going dialogue on matters of concern and mutual interest, and function in accordance with the terms of reference established jointly by the parties. To that end, the parties are committed to the principles of interest-based negotiation (IBN) as the foundation for building and maintaining effective workplace relations.
- (b)** *Career Development Coordination* shall be a function of the MIC. The MIC shall monitor and advise on overall training and career development activities. Career Development shall be an agenda item for the MIC at least twice annually and more frequently as required.
- (c)** The Committee shall enjoy the full support of both parties in furthering the interests of improved service to the public and general welfare of the Employer and employees. The MIC shall meet every other month unless mutually agreed.
- (d)** The following are sub-committees of the Mutual Interest Committee:
 - i. Training & Certification Advisory Panels
 - ii. Return to Work Committees

7.02 Training & Certification Advisory Panels

A *Training & Certification Advisory Panel* shall be established for each broad area of service to monitor, promote and advise on matters relating to training and certification. Each panel shall consist of two (2) members appointed by the applicable Commissioner, two (2) by the Executive of the Union and, optionally, one (1) by a supporting training institution. The panel shall work with regulatory agencies, training institutions and industry associations to ensure programs reflect current and emerging service standards. Meetings shall be held once annually, prior to Career Development discussions at the Mutual Interest Committee and more frequently as required.

7.03 Servicing Assessment

Where cost of service is an important factor in providing public services and where the Employer is assessing contracting out servicing options, the Employer will provide the union with notice and an estimate of the cost of providing services by its own workforce as well as the cost of contractors providing such services. The union will be provided a thirty (30) calendar day period to propose options of reducing Local 18 Outside Workers related costs for the Employer to consider. A *Servicing Assessment Panel* shall be established to discuss and assess the Local 18 Outside Workers servicing options. The panel shall consist of two (2) members appointed by the applicable Commissioner and two (2) by the Executive of the Union. The Employer retains the exclusive responsibility for making final determinations with regard to servicing options.

ARTICLE 8 - TERMS OF EMPLOYMENT

8.01 Classifications of Employment

The Employer and the Union agree that there shall be three (3) classifications of employees, namely:

- Permanent Employees
- Casual Employees
- Student Employees

8.02 Permanent Employees

- (a) Permanent employee shall mean an employee who has been appointed to fill a vacancy in the establishment of a department.
- (b) The Employer and the Union agree that there shall be an employment structure for permanent employees based on a series of career paths within various areas of service as identified in Schedule "B".

8.03 Career Path Defined

A career path is a stream of employment for permanent employees, over various job classification levels, involving increasing levels of expertise, responsibility and associated remuneration.

8.04 Casual Employees

- (a) Except as otherwise specified in Article 8.04(b), casual employee shall mean an employee hired on a temporary, part-time basis who is employed in labourer duties only, as additional staff is required by the Employer. All casual employees are considered new hires.
- (b) In circumstances where specialized skills or qualifications are temporarily required by the Employer, casual employees may be hired for such specialized roles, after agreement between the Employer and the Union.

(c) Casual employees shall not be subject to the terms of this Agreement except for Union Dues, Statutory Holidays and Casual Rate of Pay.

(d) Casual employment shall not exceed six (6) months in any calendar year, unless mutually agreed between the Employer and the Union.

8.05 Student Employees

Student shall mean a person who is employed during the period April 15 to September 30 and who was a student at a school, college, university or other educational institution prior to becoming employed with the City of Saint John and who is intending to return to school at the end of the vacation period. Such employee shall not accumulate seniority or Sick Leave Credits and such employee shall be terminated no later than September 30th of that year.

8.06 Probationary Period - Newly Hired Permanent Employees

All newly hired employees appointed to a permanent position must serve a probationary period of twelve (12) months from date of hiring. During such period, the Employer shall evaluate the suitability of the employee for continued employment. Upon completion of the probationary period, seniority shall be effective from the date of hiring.

ARTICLE 9 – SENIORITY

9.01 Seniority Defined

Seniority is defined as the length of service with the Employer from date of hiring, except for casuals as defined in Article 8.04 and students as per 8.05.

9.02 Seniority List

(a) Maintenance of the Seniority List

The Employer shall maintain one (1) seniority list for employees showing the date upon which employees' service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with alphabetical order. Casual employees do not accumulate seniority.

(b) Posting of Seniority List

An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards or other suitable places in the month of February of each year.

(c) Absence from Work – Seniority Rights

A permanent employee shall not lose seniority rights nor seniority if they are absent from work because of sickness, accident or leave of absence approved by the City Manager or their designate.

(d) Loss of Seniority

An employee shall only lose their seniority in the event:

- i. They are discharged for just cause and are not reinstated.
- ii. They resign and do not withdraw or retract their resignation within five (5) days.
- iii. They are absent from work in excess of five (5) working days without notifying the Employer, unless such notice was not reasonably possible.

9.03 Seniority Applied

Seniority shall be applied as follows:

- (a)** For all benefits, except as modified below, from date of hire, except for casuals as per Article 8.04 and students as per Article 8.05.
- (b)** For promotions and job postings, seniority shall be from date of hire. However, for employees hired in a position of the bargaining unit after January 1, 1999, only seniority accrued within this bargaining unit shall be considered for promotional purposes.
- (c)** For vacation scheduling, preference within Division or Section (not entitlement), from the date of hire.
- (d)** For work scheduling purposes, by classifications.

ARTICLE 10 - TRAINING, STAFFING, AND CAREER DEVELOPMENT

10.01 Training and Career Progression

- (a)** Training and career progression shall be provided through a system of structured learning and development, organized by career path in broad areas of service, in accordance with Schedule "B" to this Agreement as introduced effective January 1, 2012.
- (b)** Permanent employees shall be placed in the new employment structure at the classification level that best reflects their classifications and recognized skill levels on January 1, 2012.

10.02 Training and Career Development Opportunities

- (a)** Training and career development opportunities shall be made available to all employees, in accordance with Schedule "B" to this Agreement.
- (b)** Annually employees will receive a training schedule.
- (c)** Training opportunities to qualify for the promotions (Supervisor and Designated Supervisor) will be posted as required.

10.03 Staffing – Permanent Positions

(a) Promotions Resulting from Postings

Subject to 9.03(b), in making changes, transfers, or promotion to positions within

the bargaining unit, appointment shall be made of the applicant with the greatest seniority provided they have the ability and qualifications to perform the job, subject to the provisions detailed in Schedule "B" to this Agreement.

(b) Ability and Qualifications

The ability and qualifications as detailed in Schedule "B" shall be utilized in a staffing process coordinated by Human Resources. Criteria used to evaluate the ability and qualifications of candidates for a job shall include: meeting minimum prerequisites for the job; required knowledge, education and training; acceptable job performance; and required competency. Based on the evaluation of these criteria, a recommendation shall be made to the Department Head and, subject to their concurrence, a recommendation for appointment of the successful candidate shall be made to the City Manager.

Information shall be shared with the Union when a recommendation is made.

(c) Minimum Prerequisites

The minimum prerequisites for a job are those factors such as work experience in a career field, recognized industry or service area certifications (or equivalent licenses), and driver's licenses.

(d) Knowledge, Education and Training

Applicants for promotion must satisfy the knowledge, education and training requirements for the applicable job level, in accordance with the structure outlined in Schedule "B".

Only Designated Supervisors and Designated Operators will be eligible to apply for the Supervisor and Operator positions respectively.

(e) Job Performance

The job performance criteria includes reliability and regular attendance at work, achieving desired work outcomes, participation in training programs, ability to work in a team environment and demonstrated potential for promotion to the job being sought. The documented performance of employees shall be used in the job performance component of the staffing evaluation. Where there is no relevant documentation, the candidate shall be considered to have acceptable job performance. All performance documentation shall be copied to the personnel file and to the Recording Secretary of the Union.

(f) Competency

The competency of a candidate for promotion must be confirmed by a positive recommendation in writing from both the employee's immediate supervisor (supervisor, operator, general supervisor, or manager, as applicable) and the manager responsible for the supervisor's work unit.

10.04 Staffing – Temporary Assignments for Permanent Employees

(a) Requirement to Act on A Temporary Basis

Job Specifications shall identify duties and responsibilities, essential experience,

required education and training, and certification standards for each job classification level. Where applicable, such duties and responsibilities shall include the requirement to act on a temporary basis for a supervisory job at a higher job classification level within a career path. This requirement shall be a factor in establishing the classification level and wage rate for the job.

(b) Temporary Assignments Less than 30 Days

For temporary assignments less than thirty (30) calendar days at the Supervisor and Operator position, there shall be no adjustment of wage rate. Such assignments shall be filled by the senior eligible employee, first in the crew, then in the section, and then in the division.

For temporary assignments of less than thirty (30) calendar days at the Designated Supervisor and Designated Operator position, there shall be no adjustment of wage rate. Such assignments shall be filled by the senior qualified employee, first in the crew, then in the section and then in the division.

(c) Extended Acting and Temporary Assignments of 30 Days or More

For extended and temporary assignments of thirty (30) calendar days or more at the Supervisor and Operator position, the employee in such extended acting assignment shall receive the higher rate of pay for the entire period so employed. Such assignments shall be filled by the senior qualified employee, first in the section, and then in the division.

For extended acting and temporary assignments of thirty (30) calendars days or more at the Designated Supervisor and Designated Operator position, the employee in such extended acting assignment shall receive the higher rate of pay for the entire period so employed. Such assignments shall be filled by senior qualified employee, first in the crew, then in the section, and then in the division.

(d) Non-Supervisory Temporary Assignments

The employment and classification structure and the applicable rates of pay are designed to compensate employees to the level of their training and ability. Accordingly, there shall be no need for non-supervisory temporary assignments.

(e) Acting Pay for Position Not Covered by Collective Agreement

Any employee required by the Department Head to fill temporarily a position not covered by this Agreement, shall receive the wages paid for such position, and the employee shall remain a member of this Union until they become permanently appointed.

(f) Acting Term to Be Counted for Purpose of Article 10.03

An employee who works on a temporary assignment and subsequently applies for the position shall have all such time in the previous twelve (12) months counted for the purpose of Article 10.03.

ARTICLE 11 - JOB POSTINGS

11.01 New Positions and Vacancies

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall notify the Union in writing and post notices of the position in the Employer's offices, locker rooms, shops, and on all bulletin boards so that all Union members will know about the vacancy or new position.

11.02 Timelines for Posting and Promotions

(a) All vacancies shall be posted within fifteen (15) working days following the vacancy arising. The closing date for job posting shall be fifteen (15) days following the posting date. These timelines may be extended by mutual agreement.

(b) Vacancies may be posted externally at least five (5) days after they have been posted internally, however no external applications will be considered until all internal applications have been fully processed.

(c) Upon mutual agreement between parties, anticipated resulting vacancies may be posted before a vacancy actually occurs.

(d) Promotions from within the bargaining unit shall be made within thirty (30) working days from the closing date of job postings. The wage increase shall be effective as of the date of the appointment. Notification of the appointment is to be made in writing to each applicant and to the Union.

11.03 Information on Postings

Postings shall contain the following information:

Wage or salary rate or range, nature of position, shift, hours of work, required knowledge and education or equivalency in experience plus desired qualifications.

11.04 Work Performed by Tradesperson

Tradesperson shall work at their respective trades for which they are qualified. Work pertaining to that trade shall be done or supervised by the tradesperson so listed under this Agreement.

11.05 Job Specifications

(a) Reviewing of Job Specifications

The Employer shall provide the Union, for their comments thereof, the job specifications for all future postings or new jobs created within the bargaining unit. The Union shall forward their comments in writing within fifteen (15) days of reviewing such job specifications. If the Union feels that the rate of pay is not representative of the job specification, the Union shall meet and discuss same with the Employer. If no agreement can be reached on the rate, then it shall be submitted to arbitration in accordance with Article 12.

The new rate agreed on or determined by arbitration shall become retroactive to the time the new position was first filled by an employee.

(b) Job Specifications for New Positions

The Employer shall prepare a new job description whenever a new job is created.

When a new job is created, the rate of pay shall be subject to discussion between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration.

The new rate shall become retroactive to the time the new position was first filled by an employee.

(c) All Inclusive Job Specifications

Job specifications shall be inclusive, with duties and responsibilities including those of the previous level in the career path. Except as specified in Article 10.04(c), an employee shall receive this permanent wage rate for all duties performed.

11.06 Employee's Right to Revert to Previous Position

An employee appointed to a permanent position in the establishment, in accordance with Article 10.03, shall have up to fifteen (15) working days to revert to their former position. Should the employee prefer their previous position, a written notification must be received by the Manager of Human Resources within the above fifteen (15) day time limit.

An employee's request to revert to a former position after the fifteen (15) day period has expired may only be considered where there is mutual agreement between the Union and the Employer.

11.07 Re-Classification

When the duties of any job are distinctively changed, the matter shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be subject to Article 12. The new rate shall become retroactive to the time the position was first filled by an employee, or the date of change in job duties.

ARTICLE 12 - GRIEVANCE RESOLUTION PROCESS - INTERNAL

12.01 Grievance Defined

The Grievance is defined as an alleged violation of the Collective Agreement or a case where either party has acted unjustly or improperly in the administration of the Collective Agreement.

12.02 Appointment of Shop Steward and Grievance Committee

The Union shall notify the Employer in writing of the names of those employees designated as Shop Stewards. Only those employees may act in that capacity.

12.03 Processing of Grievances - Levels

STEP 1

All grievances shall be made in writing to the Shop Steward in their Department/Division by the employee or employees concerned. The grievance shall first be taken up with the Division or Section Head of the Department/Division concerned within seven (7) working days after the employee becomes or should have become aware of the matter which is the cause of the grievance. A period of seven (7) working days shall be deemed as the period required to reply to the grievance so discussed.

STEP 2

If the decision of the Division or Section Head of the Department/Division is not acceptable to the Union member, the grievance or grievances shall then be submitted within fifteen (15) working days to the Director, Commissioner, or Designate concerned to reply in writing within seven (7) working days after the grievances is/are submitted.

STEP 3

If the decision of the Director, Commissioner, or Designate is not acceptable to the Union, the grievance or grievances shall be submitted to the City Manager within seven (7) working days and a period of seven (7) working days shall be deemed the period required by the City Manager to reply in writing of their decision in the grievance or grievances so discussed.

12.04 Grievance Initiated at City Manager's Level

Where a dispute involving a question of general application, administration or interpretation occurs, or where a group of employees or the Union has a grievance, such grievance may be initiated at the City Manager's level.

12.05 Extension of Time Limits

Time limits mentioned above can be extended by mutual consent of the parties.

12.06 Grievance Resolution Process Mediation

(a) Where a grievance has not been resolved to the satisfaction of either party to the grievance through the internal grievance resolution process, they will notify the other party of their desire to proceed to interest-based grievance mediation. Grievance mediation is a voluntary process which can be an effective alternative to grievance arbitration for management and labour to solve problems. The parties, through the assistance of a mediator, shall attempt to resolve the grievance through negotiation, therefore, allowing the parties to control and shape the settlement. Grievance mediation does not interfere with the rights of the parties to the arbitration process.

(b) The grievance mediation process shall be confidential, voluntary, informal and conducted by mediators trained in the principles of interest-based negotiation/problem-solving. The appointment of the mediator shall be made by

the designated representatives of the parties, except when requesting the services of a mediator from the Department of Post-Secondary Education, Training and Labour.

(c) Where the parties are interested in using the mediation process, the parties agree to the following:

- i. Either party may suggest to the other that a grievance filed under the Collective Agreement be referred to mediation. The party to whom the suggestion is made is free to accept or reject the suggestion. The parties will use an Agreement to Mediate, to suggest grievance mediation.
- ii. Grievances will only be referred to mediation if both parties agree.
- iii. The person or persons (office or offices) with authority to refer a grievance to mediation will be designated by the parties.
- iv. Settlement and Training
 - a. The representatives attending mediation sessions will have the authority to settle the grievance.
 - b. Representative from each party will take training in the process and procedure of grievance mediation before they participate in the grievance mediation process.
- v. Agreement to Mediate
 - a. When both parties agree to mediate a grievance, the Agreement to Mediate will be completed.
 - b. The mediator will be chosen from a list of suitable individuals agreed to by the parties on a rotating basis or will be appointed by the Department of Post-Secondary Education, Training and Labour. A Mediator Appointment Agreement, which outlines certain stipulations about which the mediator and the parties need to be aware, will be entered into.
- vi. There shall be no loss of wages and benefits for participation in the grievance mediation process.
- vii. Mediation Time Limits
 - a. If an Agreement to Mediate is signed by both parties, the period of time from the date it is completed by the parties until (1) one party revokes, in writing, the reference to mediate, or (2) the mediation ends (whether successfully or not), is to be excluded from the computation time under the steps of the grievance mediation process.
 - b. Mediation ends in accordance with the provisions specified in the Mediator Appointment Agreement.
- viii. Mediation Results
 - a. If the mediation resolves the grievance, the Mediator will provide the parties with a report outlining the settlement.
 - b. If the mediation does not resolve a grievance, either party is free to start proceedings or to continue proceedings to resolve the grievance.

The time limits set forth may be extended by mutual consent of the parties.

12.07 Arbitration

STEP 1

Within a period of fifteen (15) days from the date of decision of the City Manager, either party may, by written request to the other party, require the matter to be referred to a Board of Arbitration. Such Board shall consist of three (3) persons who shall be selected as follows: The Employer shall appoint one (1) member and the Union shall appoint one (1) member, each to be appointed within ten (10) days following receipt of such written request for arbitration and the members so appointed shall select within five (5) days after their appointment, a third member who shall be Chairperson.

STEP 2

If either party shall refuse or neglect to appoint a member as aforesaid to a Board of Arbitration, the Minister of Post-Secondary Education, Training and Labour of the Province of New Brunswick may be requested by the other party to name a member. In the event that the two (2) members appointed are unable to agree upon the selection of a Chairperson, the said Minister of Post-Secondary Education, Training and Labour may be requested by either party to name a Chairperson of the Board.

STEP 3

Hearings of the Board shall commence within fifteen (15) days after the appointment of a Chairperson, and shall continue in such manner that the arbitrators shall make their award in writing not later than one (1) month after the entering upon the reference. The decision of the majority of the Board shall be final and binding upon the parties to this Agreement.

STEP 4

The expense and remuneration of the Chairperson and secretarial services shall be borne in equal shares by the City and the Union. The expenses and remuneration of the other two (2) members of the Board shall be borne by the parties by whom they were selected or for whom they were appointed by the said Minister of Post-Secondary Education, Training and Labour.

STEP 5

It shall be the duty of the Board of Arbitration to hear all parties concerned and to determine the matters referred to it. Upon determination of the matter, the Board of Arbitration shall make any order which will provide for final settlement of the matter and make any order that will restore the aggrieved party, whether it be the Union or the City, to its rightful, just and equitable position.

12.08 Arbitration Binding

Every party to and every party bound by the Agreement and every person on whose behalf the Agreement was entered into shall comply with the provision final settlement and give effect thereto.

12.09 Reinstatement

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such which is just and equitable in the opinion of the Board of Arbitration if the matter is referred to such a Board.

ARTICLE 13 – HOURS OF WORK

13.01 Regular Work Day, Shifts Defined

The hours of work, as determined by the director or manager, shall be as follows:

(a) Eight (8) Hour Shift

The regular working day shall not be more than eight (8) consecutive working hours, between 6:00 a.m. and 5:00 p.m., five (5) days a week - Monday through Friday. A half ($\frac{1}{2}$) hour meal break without pay, which includes any travel to and from the worksite, shall be scheduled within fifteen (15) minutes of mid-shift.

Evening shift shall consist of eight (8) consecutive working hours between 3:30 p.m. and 12:00 a.m. A half ($\frac{1}{2}$) hour paid lunch break, which includes any travel to and from the work site, shall be scheduled within fifteen (15) minutes of mid-shift.

Night shift shall consist of eight (8) consecutive working hours between 11:00 p.m. and 7:30 a.m. with a half ($\frac{1}{2}$) hour meal break without pay, which includes any travel to and from the worksite, shall be scheduled within fifteen (15) minutes of mid-shift. Employees on night shift shall report to work at 11:00 p.m. Sunday night.

The said employees shall receive the usual overtime rates of pay as paid under this agreement.

(b) Ten (10) Hour Shift

The regular work week shall consist of four (4) consecutive ten (10) hour shifts, followed by three (3) consecutive days off. The regular working day shall not be more than ten (10) consecutive working hours between 6:00 a.m. and 6:00 p.m. or ten (10) consecutive working hours between 6:00 p.m. and 8:00 a.m. A half ($\frac{1}{2}$) hour meal break without pay, which includes any travel to and from the work site, shall be scheduled within fifteen (15) minutes of mid-shift. Employees on the ten (10) hour shift may be scheduled to work a regular shift on Saturday or Sunday, but not both.

(c) Shifts shall be arranged to ensure permanent employees are paid a minimum of two thousand and eighty (2,080) regular hours.

(d) Customer Service Specialist – refer to Schedule “C”.

13.02 Market Section

Employees in the Market shall enjoy a forty (40) hour work week and receive the usual overtime rates of pay as paid under this Agreement.

13.03 Division of Parks and Public Spaces

An employee of Parks and Public Spaces will be assigned to a shift as outlined in either 13.03(a) or 13.03(b) as required.

- (a) The regular work week shall consist of forty (40) working hours per week with five (5) consecutive days scheduled on and two (2) consecutive days scheduled off. The regular working day shall be eight (8) consecutive working hours scheduled between the hours of 7:00 a.m. and 1:00 a.m. with a half (½) hour meal break without pay, which includes any travel to and from the work site, shall be scheduled within fifteen (15) minutes of mid-shift. The regular overtime rates of pay and shift differentials shall apply. Employees may be scheduled to work on Saturday or Sunday, but not both.
- (b) The regular work week shall consist of forty (40) working hours per week, four (4) consecutive ten (10) hour shifts, followed by three (3) consecutive days off. A half (½) hour meal break without pay, which includes any travel to and from the work site, shall be scheduled within fifteen (15) of mid-shift. Employees may be scheduled to work on Saturday or Sunday, but not both.

13.04 City Arenas and Complexes

An employee of Parks and Public Spaces assigned to an arena will be assigned to a shift as outlined in either 13.04(a) or 13.04(b).

- (a) The Employer shall provide at appropriate times work schedules applicable to City arenas.

 - i. Employees included in these schedules may be assigned to other duties as required by the Employer. Relief employees included in this schedule will not exceed three (3).
 - ii. Neither the regular work day nor the regular work week shall apply to any employees included in these schedules.
 - iii. Every employee included in these schedules shall work on a rotating shift. The rotating shift schedule shall consist of three (3) days, three (3) nights (3) days off or three (3) nights, three (3) days, three (3) days off.
 - iv. None of these employees shall be scheduled to work more than nine (9) hours per shift scheduled between the hours of 6:00 a.m. and 1:00 a.m., subject however to the provisions of the following paragraph:
 - v. The number of hours scheduled during the operation of City arenas must be an average of forty (40) hours per week. Notwithstanding the provisions of the first paragraph hereof, within the first three (3) weeks and the last three (3) weeks of the operation of any particular arena, the Employer shall make any alteration to the schedules necessary to assure that the average hours worked by each employee during the period of operation of City arenas is forty (40) hours per week.
 - vi. Overtime shall be paid at the applicable rate for all hours worked in excess of

the assigned shift.

(b) An employee may be scheduled to work four (4) consecutive ten (10) hour shifts between the hours of 6:00 a.m. and 1:00 a.m. followed by three (3) consecutive days off. Employees may be scheduled to work on Saturday or Sunday, but not both.

(c) Overtime shall be paid at the applicable rate for all hours worked in excess of the assigned shift.

13.05 Parks and Public Spaces Employees

Parks and Public Spaces employees, including Arena Attendants, shall be entitled to the Statutory Holidays as outlined in Article 15 of this Agreement with pay. An employee who works on said holidays shall be paid at the rate of double time and be compensated with another day off with pay at a time mutually agreed within a reasonable period.

13.06 Guarantee of 4 Hours Pay

In the event of an employee being directed to report to work by the Supervisor, either morning or afternoon, during any regular working day, they shall be paid a minimum of four (4) hours at the prevailing rate.

13.07 Additional Regular Hours – Supervisor/Operator

(a) Organizing the work day is an integral component of the responsibilities of Supervisors and Operators. As such, Supervisors and Operators are required to report for work a half ($\frac{1}{2}$) hour prior to the regular scheduled shift and will be paid at the regular rate for this half ($\frac{1}{2}$) hour. The payment herein shall be included in the regular weekly pay for the calendar year and has no application for overtime calculation purposes.

(b) Designated Supervisors and Designated Operators will only be paid for this half ($\frac{1}{2}$) hour period should they be scheduled to work thirty (30) minutes prior to the commencement of the regular shift.

(c) For the purpose of Vacation entitlement, Floating Holidays and Statutory Holidays these additional regular hours will be included.

13.08 Work Supervision

Work performed in any Department by a work crew of four (4) or more employees shall be supervised by a Supervisor, an Operator or a Designated Supervisor, who shall be requested to do manual work when their supervisory responsibilities so permit.

13.09 Call-Back Prior to Shift, Continuance of Shift

Every employee who is requested to report to work before their regular shift shall be paid a minimum of four (4) hours at their overtime rate. Every employee who is requested to stay after their regular shift shall be paid a minimum of one (1) hour at their overtime rate. When an employee completes the work for which they stay, they may be allowed to leave work.

13.10 Irregular Shifts, Flexible Hours, Split Shifts, etc.

The Employer will negotiate with the Union any shifts other than those specified in the Collective Agreement; with suitable rest periods between shifts, including the matter of split shifts, flexible hours and swing shifts. If no agreement is reached, the dispute shall be submitted to Grievance Procedure at City Manager Level.

13.11 Work on Night of Union Meetings

Where possible, no work will be scheduled on Union Meeting nights except for employees required to work their regularly scheduled shift..

13.12 Supervisors Not Required to Perform Manual Work

Supervisors shall not be required to perform manual work unless mutually agreed by the Supervisor and manager responsible. This Article shall not apply to the Supervisor in the Welding/Auto body shop

13.13 Employee Shift Change

In the event it is necessary to change an employee's shift, the employee will be provided with a minimum of a two (2) week notice prior to the commencement of the new shift. It is understood that an employee's regular shift in the weekly schedule will commence at the same time.

The two (2) week notice is not required for shift change due to an appointment to a posted vacancy.

13.14 Temporary Shift Change

The two (2) week notice may be waived for a temporary shift change through mutual agreement with the employee. The Union must be notified prior to the shift change, including the return to the regular shift.

13.15 Shift Pick

Shift pick selection must be completed prior to vacation selection (see Article 15).

ARTICLE 14 – OVERTIME AND PREMIUMS

14.01 Qualification Based Pay System

The parties agree to establish a qualification-based pay system, one that recognizes attainment of skills and provides substantive incentive to assume greater responsibility and to advance. Schedule "B" details the series of job classification levels for each broad area of municipal service. The pay or salary rate established for each level of classification, as summarized in Schedule "A", has been designed to incorporate all relevant aspects of pay.

14.02 Shift Differentials

- (a) Due to the type of work carried out by the City of Saint John, it is necessary that evening and night shifts be maintained. Employees who work on a regular shift between 2:00 p.m. and 8:00 a.m. will receive additional remuneration at the rate of one dollar (\$1.00) per hour provided the complete shift is between 2:00 p.m. and 8:00 a.m. This premium does not apply to any overtime hours worked unless the overtime is as a result of a shift extension.
- (b) When an employee is scheduled to work a regular shift between 2:00 p.m. and 8:00 a.m., the employee's rate of pay shall be adjusted by the shift differential amount for the entire period employed on such regular shift.
- (c) Special Night Shift: Notwithstanding Article 13.01 (b), an employee scheduled to work Saturday and Sunday during their regular four (4), ten (10) hour shift, shall receive in addition to the night shift premium stated in 14.02 (a) and (b), a Special Night Shift Premium of one dollar (\$1.00) per hour for the entire period employed on such regular shift.
- (d) Employees whose jobs include a requirement for rotating shifts shall not be eligible for shift differential. The rate of pay for such jobs reflects the requirement to work such rotating shifts. Any additional jobs being considered for such rotating shifts shall be subject to Article 11.05(a).

14.03 No Premium Pay Provisions

In accordance with Article 14.01, effective July 1, 2002, premium pay provisions shall not be a part of the pay schedule.

14.04 Equitable Opportunity List for Overtime

Call-in Overtime

- (a) Each Department, Division, and/or Section shall create a call-in list for overtime opportunities based on seniority, classification and ability. In cases of overtime, the Employer shall call in people in order of seniority, classification and ability, noting where they stop on the list for that particular overtime call-in. In the next call-in overtime occasion using the same eligibility criterion, they shall commence with the employee below the last name called on the previous overtime call. This procedure shall be followed on each overtime call thereafter. No employee shall refuse their turn at overtime rotation, unless they furnish a reasonable excuse to their

Department Head.

Work Through Overtime

(b) Employees on the specific job will be given first opportunity for work through overtime. Each Department, Division, and/or Section shall create a work through overtime list for overtime opportunities based on seniority, classification and ability. In cases of overtime involving a work through where an employee on the specific job is not available, the employer shall arrange for people to work through in order of seniority classification and ability, noting where they stop on the list for that particular overtime opportunity. In the next work through overtime occasion, using the same eligibility criterion, they shall commence with the employee below the last name asked on the previous work through event. This procedure shall be followed on each overtime work through thereafter. No employee shall refuse his turn at work through overtime rotation, unless he furnishes a reasonable excuse to his Department Head. The Supervisor/Operator will be responsible for the administration of this list.

14.05 Overtime Requirement of up to 12 Hours

All employees shall be required to work up to twelve (12) hours in any one (1) day when necessary. Any time worked over twelve (12) hours in any one (1) day shall only be done by mutual consent. Notwithstanding anything contained in this Section, there shall be no tie-up of snow control or water washouts and flooding or sewerage work because of the twelve (12) hour working limit. This Article shall be administered in accordance with Article 4 – Human Rights.

14.06 Overtime by Shift

(a) Employees Working an Eight (8) Hour Shift

- i. All work performed in excess of the regular hours, as scheduled, shall be considered as overtime and paid at the rate of time and one-half (1½) for the first four (4) hours and double time thereafter until their next regular shift begins.
- ii. Employees working five (5) consecutive days on and two (2) off will be paid time and one-half (1½) rate for the first eight (8) hours work performed on the first regular day off. Double time rates shall apply for all time worked in excess of eight (8) hours on the first regular day off and all hours worked on the second day off.

(b) Employees Working a Ten (10) Hour Shift

- i. All work performed in excess of the regular hours, as scheduled, shall be considered as overtime and paid at the rate of time and one-half (1½) for the first two (2) hours and double time thereafter until their next regular shift begins.

- ii. Employees working four (4) consecutive days on and three (3) off will be paid time and one-half (1½) rate for the first ten (10) hours work performed on the first and third days off. Double time rates shall apply for all time worked in excess of ten (10) hours on the first and third days off and all hours worked on the second day off.
- (c) Double time rates also apply to all work performed on Statutory Holidays in addition to the regular pay for the holiday.
- (d) Only when an employee works the mid-shift meal break as defined they shall be paid one (1) hour at the regular rate for such work.

14.07 Time Off in Lieu of Overtime

- (a) Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually selected.
- (b) In each overtime situation, the employee shall decide whether they want pay or to take time off in lieu, or a combination thereof. Such time off in lieu shall be arranged in accordance with paragraph (c).
- (c) If an employee chooses to take time off in lieu, they must take the time off before the end of the calendar year at a time mutually selected. Such time off in lieu shall not conflict with vacation scheduling generally nor be scheduled during a period traditionally selected by employees for vacation.
- (d) All compensatory time earned and not scheduled off prior to November 15 shall be paid out in the first regular pay period in December.

14:08 Overtime Meal Allowance

- (a) Any employee required to work overtime immediately following their regular shift for a minimum of one (1) hour or more shall be eligible for a meal allowance of an appropriate value that is not greater than the amounts allocated for other City of Saint John groups. An additional meal allowance shall be provided every five (5) hours thereafter. This meal allowance will be paid through the payroll system and subject to required deductions. The value shall be evaluated when necessary by the Mutual Interest Committee (MIC).
- (b) Any employee required to work overtime before their regular shift shall be eligible for a meal allowance upon completion of every five (5) hours overtime worked.
- (c) Any employee required to work overtime immediately prior to their regular shift for a minimum of one (1) hour or more shall be eligible for a meal allowance.
- (d) An employee called in on a non-regular working day shall be eligible for a meal allowance as above, however, this meal policy does not apply to an employee scheduled to work overtime on a non-regular working day, unless they work more than eight (8) hours. Where the overtime is scheduled on a non-regular working day, a regular unpaid meal break of thirty (30) minutes will be provided within one (1) hour of mid-shift.

- (e) In unique circumstances in lieu of a meal allowance, at the request of the employee, the manager will approve a meal to be purchased for individuals. This meal cannot exceed the amount agreed upon in article 14:08 (a) and is subject to required deductions.

ARTICLE 15 - VACATION PERIOD AND STATUTORY HOLIDAYS

15.01 Vacation Entitlement

All employees, while on vacation, shall receive from the Employer the rate of pay received two (2) weeks prior to going on vacation.

Employees having completed one (1) year of continuous service shall be granted eighty (80) hours vacation with pay.

Employees having completed two (2) years continuous service shall be granted one hundred and twenty (120) hours vacation with pay.

Employees having completed eight (8) years continuous service shall be granted one hundred and sixty (160) hours vacation with pay.

Employees having completed twelve (12) years continuous service shall be granted two hundred (200) hours vacation with pay.

Employees having completed twenty (20) years of continuous service shall be granted two hundred and eight (208) hours vacation with pay.

Employees having completed twenty-one (21) years of continuous service shall be granted two hundred and sixteen (216) hours vacation with pay.

Employees having completed twenty-two (22) years of continuous service shall be granted two hundred and twenty-four (224) hours vacation with pay.

Employees having completed twenty-three (23) years of continuous service shall be granted two hundred and thirty-two (232) hours vacation with pay.

Employees having completed twenty-four (24) years of continuous service shall be granted two hundred and forty (240) hours vacation with pay.

Employees having completed thirty (30) years of continuous service shall be granted two hundred and eighty (280) hours vacation with pay.

For the employees hired after December 31, 2002 service for the purpose of vacation entitlement will be calculated based on an employee's permanent date of hire.

For purpose of clarification, the vacation year shall be from January 1st to December 31st.

15.02 Displacement of Vacation Leave

Where an employee qualifies for sick leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at a time mutually agreed. This Article shall only apply in cases where the

employee is hospitalized or provides documentation to the sick leave committee for approval. Any employee who makes a false claim under this Article shall be subject to disciplinary action. Any such deductions shall be from personal sick leave accumulation.

15.03 Statutory and Proclaimed Holidays

- (a) The Employer recognizes the following as paid holidays at the regular rate for all employees.

New Year's Day	New Brunswick Day
<u>Family Day</u>	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

And any other day approved and proclaimed as a holiday by the Federal, Provincial and Municipal Governments.

(b) Statutory Holiday Entitlement

Employees assigned to an eight (8) Hour shift will be entitled to ninety six (96) hours per year for Proclaimed Holidays.

Employees assigned to a ten (10) Hour Shift at any point during the year will be entitled to one hundred (100) hours for Statutory Holidays. These employees will draw from this statutory time in order to receive pay for the aforementioned statutory holidays.

- (c) All statutory time excluding Christmas Day and Boxing Day not scheduled off prior to November 15 shall be paid out in the first regular pay period in December.

15.04 (a) Floating Holiday Entitlement

All permanent employees will be entitled to sixteen (16) hours as Floating Holidays per year to be taken at a mutually agreed upon time each year.

15.05 When Christmas Falls on Monday, Tuesday, Wednesday or Thursday

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

15.06 When Christmas Falls on Friday, Saturday or Sunday

This Article applies only to those employees working an eight (8) hour shift Monday to Friday. When Christmas Day falls on a Friday, Saturday, or Sunday, employees shall be entitled to four (4) consecutive days off, two of which must be regular working days with pay.

15.07 Movement of a Holiday – 8-Hour Shift

When a holiday listed above or is proclaimed, falls on Saturday or Sunday, it shall be observed on the following Monday.

15.08 Holiday Coinciding with Vacation Leave

When a statutory or proclaimed holiday occurs during an employee's annual vacation, such employee shall be entitled to an additional eight (8) hours vacation with pay, and such shall immediately follow the vacation period of such employee.

15.09 Number of Employees on Vacation Leave

Employees on vacation at any one time shall be limited to a reasonable number at the discretion of the Department Head concerned, so as not to curtail or interfere with the operation efficiency of the Department. Vacation must be selected in forty (40) hour blocks and all vacation must be selected prior to March 31 of each year by seniority.

Please refer to Schedule "C" for Customer Service Vacation Leave.

15.10 Vacation Carry-over

Vacation must be scheduled in the calendar year and vacation carry over shall be permitted in exceptional circumstances only upon approval of the Department Head and/or designate.

15.11 Holiday Coinciding with Scheduled Day Off

When any of the above noted holidays falls on an employee's scheduled day off, the employee shall receive eight (8) hours pay or eight (8) hours off with pay at a time mutually agreeable.

15.12 Emergency Leave

Each employee will be provided with an opportunity to use up to five (5) days' vacation annually for emergency leave. Such leave will be requested only for emergency purposes and shall not be unreasonably withheld. Should an employee require this time off and not have vacation leave to draw from, they may use compensatory time. Should an employee not have compensatory time or vacation they may borrow up to five (5) days from the next year of vacation entitlement.

ARTICLE 16 - LEAVES OF ABSENCE

16.01 Compassionate and Mourner's Leave

For purposes of clarification, bereavement leave shall be defined as an approved leave of absence from work for a specific period without loss of pay, seniority or other benefits for the purpose of making funeral arrangements and/or attending the funeral of a deceased member of the employee's immediate family after notifying the Employer.

16.02 Death of Immediate Family Member

In the event of the death of an employee's parent, step-parent or legal guardian, spouse or common law spouse, child or step-child, sibling, or parent-in-law, up to a maximum of five (5) consecutive days shall be granted, one (1) day which shall be the day of the funeral and to the extent that any or all of these days are scheduled working days.

In the event of the death of an employee's grandparents, sibling-in-law or child of a sibling, an employee shall be entitled to two (2) days off with pay.

16.03 Mourner's Leave; Member of Union

In the event of the death of any member of the bargaining unit, the President or their appointee and Shop Steward of the Department concerned shall be granted paid leave of one (1) day for the purpose of attending the funeral and to pay last respects to the deceased.

16.04 Leave Due to Act of God

An employee may be granted up to five (5) days leave of absence without loss of pay, in the event they are left homeless due to fire, flood, or any act of God, subject to the approval of the Department Head.

16.05 Mourner's Leave; Pallbearer

One (1) full day leave shall be granted without loss of salary or wages to attend a funeral as an active pallbearer.

16.06 Leave without Pay

The Employer shall grant leave of absence without pay and without loss of seniority to a maximum of one (1) year to any employee requesting such leave for good and sufficient cause. Such request shall be made in writing by the employee, explaining in detail the reasons for the leave of absence and submitted to the Department Head with a copy sent to the Recording Secretary of the Union. Upon their recommendation and approval by the City Manager, such leave of absence shall be granted.

16.07 Maternity Leave

Maternity leave shall cover a period of seventeen (17) weeks.

Supplementary Unemployment Benefit Plan

- (a)** This plan is conditional upon the approval and continued approval of the Federal Government.
- (b)** An employee who provides proof that they have applied for and are eligible to receive Employment Insurance Maternity Leave Benefits pursuant to the Employment Insurance Act, shall be eligible to be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan for a period not to exceed fifteen (15) continuous weeks.
 - i. In respect of the period of maternity leave payments made according to the Supplementary Unemployment Benefit Plan will consist of payments equal to the difference between the unemployment insurance benefits the employee is eligible to receive and ninety percent (90%) of their regular rate of pay at the time maternity leave commences, less any other monies received during the period which may result in a decrease in unemployment insurance benefits to which the employee would have been eligible if no extra monies had been received during this period.
 - ii. Regular rate of pay shall mean the rate of pay the employee was receiving at the time maternity leave commences, but does not include, shift premium, overtime, or any other form of supplementary compensation.
- (c)** Employees who have provided proof of receipt of Maternity Leave Benefits will also be entitled to one (1) week salary continuation at a rate of ninety percent (90%) of their regular rate of pay to cover the waiting period and an additional one (1) week to be paid in the week immediately prior to their returning to work.
- (d)** During the period of maternity leave, if permissible under the relevant plan, the Employer shall continue to pay its share of Pension, Health and Dental Plan, and Group Life Insurance. The employee also agrees to pay their share.
- (e)** When an employee decides to return to work after maternity leave, they shall provide the employer with at least two (2) weeks' notice. On return from maternity leave, the employee shall be placed in their former position.
- (f)** Employees shall accumulate vacation credits while on maternity leave.

16.08 Parental Leave

- (a) Parental leave shall be unpaid and cover a period of up to sixty-one (61) weeks after the birth or adoption of a child under the age of nineteen (19) as outlined in the Employment Insurance Act.
- (b) Standard Parental Leave: Standard Parental Leave shall be unpaid and cover a period of up to thirty-five (35) weeks after the birth of a child or adoption of a child under the age of nineteen (19).
- (c) Extended Parental Leave: Extended Parental Leave shall be unpaid and cover a period of up to sixty-one (61) weeks.
- (d) The employee must provide proof of their selection for either Standard or Extended Parental Benefits from Employment Insurance prior to commencing Parental Leave.
- (e) During the period of parental leave, if permissible under the relevant plan, the Employer shall continue to pay its share of Health and Dental Plan and Group Life Insurance provided the employee also agrees to pay their share.
- (f) When an employee decides to return to work after parental leave, they shall provide the Employer with at least two (2) weeks' notice. On return from parental leave, the employee shall be placed in their former position. If the former position no longer exists, they shall be placed in an equivalent position.
- (g) In accordance with the Shared Risk Pension Plan, the employee may have the option to purchase the period of Parental Leave. Should the Employee complete their required pension contributions for the purchase of service, the Employer shall also pay the applicable pension contribution.
- (h) The employee shall provide the Employer with at least two (2) weeks' notice prior to the date of return from Parental leave. On return from parental leave, the employee shall be placed in their former position, or if that position no longer exists, one of equivalent salary group within the organization.
- (i) Employees shall not accumulate vacation credits while on parental leave.

16.09 Birth or Adoption of a Child

An employee shall be allowed leave of absence without loss of pay or seniority or benefits for the following reasons:

- Birth of male employees' child – one (1) day
- Adoption of child – one (1) day

16.10 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

16.11 Leaves of Absence for Full-time Union or Public Duties

- (a)** The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written requests, the Employer shall allow leave of absence without loss of seniority so that the employee may be a candidate in Federal, Provincial levels and that such leave of absence terminate when the employee is determined to be elected by the Returning Officer.
- (b)** An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted a leave of absence without loss of seniority for a period of one (1) year.
- (c)** Where the Union requests pay and benefits for such absence the Union shall reimburse the Employer for all pay and benefits during the period of absence.

16.12 Veteran's Leave Allowance

The Employer shall continue to pay an employee's normal salary or wage when an employee is absent when called by the Canadian Pension Commission or while detained at a military hospital for observation, examination, or treatment in connection with a disability sustained as a result of military service, less any allowance or gratuity other than for transportation and meals, received by the employee from Veterans Affairs Canada (VAC). Employees shall be required to present a VAC chit for the amount of time detained.

16.13 Military Service

- (a)** Any employee who qualifies for acceptance by the Canadian Armed Forces (Reserves) shall be entitled to time off with full pay and benefits up to a maximum of fourteen (14) consecutive calendar days per annum for Reserve Training. This training time shall be in addition to holidays contained in this Collective Agreement.
- (b)** Wages received for such approved Reserve Training shall be reported to the Employer and the employee shall have the option to choose the higher wage between the City and the Department of National Defence.

16.14 Jury Duty

When an employee is on Jury Duty they shall receive full pay at the prevailing rates. Any monies received by the employee, from Jury Duty in lieu of weekly pay, shall be paid to the Commissioner of Finance

16.15 Christmas Leave

An Employee may request an unpaid leave of absence, hereinafter referred to as Christmas Leave, between December 20th and January 7th each year. Interested employees shall make a request for Christmas Leave, in writing, to the manager responsible. The number of employees approved for Christmas Leave shall be limited to a reasonable number at the discretion of the manager responsible. Christmas Leave may be taken without immediate loss of income. Deductions for Christmas Leave shall be made at the rate of not less than one (1) day per month beginning in January, i.e., deductions of Christmas Leave would commence in January of the following year.

ARTICLE 17 - INJURY ON DUTY

17.01 Objective: An Injury-Free Workplace

An injury on duty represents a failure on the part of all concerned. The pain and suffering, the loss of productivity, the interruption of career and the unnecessary costs associated with injury on duty are preventable. It is, therefore, the objective of the parties that this workplace strives for an injury-free record. To that end, all concerned have a responsibility to contribute to achieving safe, healthy and injury-free workplace.

17.02 Reporting of Injury - Immediate Notification and Follow-Up

When an employee is injured on duty, the injury must be reported to their immediate supervisor as soon as possible after the injury and in any event, not later than the end of the working period in which the injury was sustained. The employee shall report such injury on duty on a WorkSafeNB Form 67 – Report of an Accident or Industrial Disease and duly sign the Form 67.

The manager responsible for the employee shall ensure the injury is reported to WorkSafeNB by completing and signing a WorkSafeNB Form 67 – Report of an Accident or Industrial Disease, within three (3) working days of the accident, or within three (3) working days of receiving notice of the accident.

17.03 Payment for Injury on Duty

- (a)** When an employee is injured on duty, they shall receive payments from the Employer equalling eighty-five percent (85%) of their pre-accident net earnings at the prevailing rates; subject nevertheless, in case of injury, to the provisions of the Saint John Pension Plan, provided they have complied with Article 20.06. All payments will comply with Section 38.2(2.2) of the *Workers' Compensation Act*.
- (b)** Any changes to Article 17 shall be by mutual agreement, and if no agreement can be reached, shall be determined in accordance with Article 12.04.
- (c)** Any monies an employee is entitled to from WorkSafeNB in lieu of weekly pay shall be paid by WorkSafeNB to the City of Saint John. This Article shall not apply to a person no longer actively employed and who has retired due to a disability.

- (d) Net earnings shall be defined as pre-accident gross earnings less any income tax, Canada Pension and Employment Insurance deductions.

17.04 False Claim

Employees making a false claim such as getting hurt off the job and claiming that the injury was caused on the job may be discharged immediately. The Union shall not be liable for any action under this Article.

17.05 Injury Claim - Employee responsibilities

Employees who have been injured on duty and who have an accepted claim for benefits under the *Worker's Compensation Act* shall:

- (a) Become familiar with their specific responsibilities under the Act and the policies of WorkSafeNB.
- (b) Cooperate, communicate and participate fully during the claim process with all parties, including the Employer, WorkSafeNB, and health care providers.
- (c) Keep your appointments with your health care providers (physicians, physical therapists, chiropractors, etc.)
- (d) Ask your health care providers to send reports to WorkSafeNB.
- (e) Follow the treatment plans developed by your health care providers.
- (f) Advise WorkSafeNB if you stop working or need to change your duties because of your injury.
- (g) Keep receipts for expenses directly related to your workplace injury.

17.06 Mutual Responsibility (Management/Union)

Both the Management and the Union understand their specific obligations and responsibilities under the *Workers' Compensation Act* and the *Human Rights Act*.

17.07 Notification of the Union

Notification to the Recording Secretary of the Union shall be made prior to all meetings with WorkSafeNB representatives concerning specific claims.

ARTICLE 18 - UNION BUSINESS

18.01 Attend a Grievance Hearing

The Employer agrees that permission, on notification to the Director, shall be granted to not more than three (3) representatives of the Union to leave their employment temporarily in order to carry on discussions with the Employer or its representatives with respect to a grievance and they shall suffer no loss of pay for time so spent.

18.02 Attend Union Conventions

Leave of absence with pay and without loss of seniority shall be granted to the

employees elected or appointed by the Union to attend Union Conventions and/or Seminars. The total aggregate number of hours granted under this Article is not to exceed three hundred and sixty (360) hours for the bargaining unit per year.

18.03 Negotiating the Collective Agreement

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other representative when dealing with union business with the Employer.

18.04 Full-Time Union Representatives

Any employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of up to one (1) year.

18.05 Benefits: Unpaid Leave for Union Business

An employee on unpaid approved leave of absence for Union business shall receive their regular pay and benefits to the extent permitted by statute or regulations. The Union shall reimburse the Employer for all pay and benefits during the period of absence.

18.06 Preparation for Negotiations

In the period six (6) months prior to the termination of this Collective Agreement, each member of the Union Bargaining Committee shall be entitled to two (2) days off with pay to prepare for negotiations, not to exceed five (5) employees.

ARTICLE 19 - PAY DAYS, SERVICE PAY & RETIREMENT PAY

19.01 Statement of Wages and Direct Deposit Timing

The Employer shall pay salaries and wages in accordance with Article 27 - Pay Table - attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of wages, overtime and other supplementary pay and deductions. In lieu of a cheque, salaries and wages shall be paid by direct deposit to each employee's bank account, not later than 12:00 p.m. each Thursday.

19.02 Service Pay

In recognition of the principle that an employee's knowledge and experience increase with the length of continuous service, the Employer agrees to pay service pay once a year to employees hired on or before June 19, 1992, in the following amounts:

Commencing 8th year and including 11th year	=1.5% of gross annual earnings/Jan. to Dec.
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Commencing 12th year and including 15th year = 2.0% of gross annual earnings

Commencing 16th year and including 19th year = 2.5% of gross annual earnings

Commencing 20th year or more = 3.0% of gross annual earnings

Employees covered by this Agreement, hired after June 19, 1992, will not be eligible for service pay, now or in the future.

19.03 Long Service Pay Due November 30th Paid on a Pro Rata Basis on Severance

Long Service Pay shall be due on November 30 of each year and shall be calculated on a pro-rata basis from the dates of eligibility to December 31.

On severance, an employee shall be entitled to Long Service Pay calculated on a pro-rata basis from December 31 to the date of departure. When an employee retires or dies, their estate shall receive the due amount of the Long Service Pay for that year.

19.04 Retirement Pay

The Employer agrees to pay to each permanent and established employee upon retirement one (1) month's pay for every five (5) years or fraction thereof to a maximum of six (6) months' pay. Retirement pay shall be paid at the same rate as that paid for regular time in the employee's permanent classification for the employee's last working period. Such payment shall be made in lump sum upon retirement and shall not be subject to deductions for Group Life Insurance nor City Pension. This benefit shall not apply when an employee resigns from service or is dismissed for cause. To qualify, the employee must have a minimum of five (5) years continuous service with the Employer as of the date of retirement. In case of death of an employee on the active payroll having five (5) or more years' continuous service, such payment shall be made to the employee's dependents or estate.

An employee may opt out of future eligibility for retirement pay. The employee may request in writing a one-time-only payment in lieu of retirement pay at any time prior to retirement. Such payment shall be in an amount as defined above, based on the date the request is made. To qualify, the employee must have a minimum of five (5) years' continuous service. Upon such payment, the employee would waive all entitlement to further retirement pay.

Employees covered by this Agreement, newly hired after June 1, 1998, will not be eligible for retirement pay, now or in the future.

ARTICLE 20 - SAFETY

20.01 Union-Employer Cooperation

The Employer and the Union shall cooperate in maintaining and perfecting health and safety measures.

20.02 City of Saint John Joint Health and Safety Committee

The Joint Health and Safety Committee shall be in accordance with the New Brunswick *Occupational Health and Safety Act*.

20.03 Membership of Joint Health and Safety Committee

The Union shall appoint two (2) members to the Committee and the Employer shall appoint representatives of departments concerned and a Safety Officer.

20.04 Regular Meetings of Safety Committee

The Safety Committee shall hold regular meetings and promote a safe and healthy workplace.

20.05 Minutes of Safety Meetings

Minutes of Safety Meetings shall be kept and copies of such minutes be sent to the City Manager and the Union.

20.06 Personal Protective Equipment (PPE)

All employees shall be supplied with all necessary equipment. It shall be compulsory to wear and use such supplied safety equipment.

20.07 Payment for Meetings of Joint Health and Safety Committee

Time spent by employees in performance of their duties as members of the Joint Health and Safety Committee shall be considered as time worked and payments shall be paid on the basis of straight time.

20.08 N.B. Occupational Health and Safety Act and Regulations

The New Brunswick *Occupational Health and Safety Act* and Regulations shall be binding on the parties at all times.

20.09 Responsibility for Safety

The parties recognize that managers and supervisors at every level have a responsibility to champion the City's health and safety program, to fully support safety performance, and to ensure compliance with the New Brunswick *Occupational Health and Safety Act* and Regulations, as well as City of Saint John Health and Safety policies and procedures.

20.10 Role of Safety Officer

The City of Saint John Safety Officer manages the corporate safety program, including definition of safety system components and metrics, coordination of initiatives, implementation of audits, performance reporting, internal consulting with managers, supervisors, and the Joint Health and Safety Committee (JHSC), and liaison with the Occupational Health and Safety (OHS) services of WorkSafeNB.

20.11 The Three Rights

The parties recognize that every employee has three rights with respect to employee health and safety, and further recognize that exercise of these rights is without prejudice:

- (a) The Right to Refuse** unsafe work;
- (b) The Right to Know** about workplace hazards and hazard mitigation Strategy;
- (c) The Right to Participate** by reporting hazards, making suggestions, and raising concerns with managers, supervisors, the Joint Health and Safety Committee, and the City of Saint John Safety Officer.

20.12 Reports of Incidents and Accidents

The Employer shall make available any reports or records pertaining to accidents/incidents or injuries to all members of the JHSC.

20.13 Advise Employees of Hazardous Environment

Employees working in a hazardous environment shall be informed of any such hazard known to the City, and informed of what precautions to take.

20.14 Instruction, Training, Supervision to Ensure Employees' Safety

The Employer shall provide such information, instruction, training and supervision as are necessary to ensure an employee's health and safety as per Section 9(2)(c) of the *Occupational Health and Safety Act*.

20.15 Payment for Replacement of Prescription Glasses

The Employer agrees to pay for the replacement of prescription glasses of those directed to weld, use a torch, or a grinder by the Employer, when damaged by hot molten sparks or welding sparks. Employees must use PPE.

20.16 Equipment Operators

Employees who operate heavy equipment shall be required to help on equipment that they operate if requested to do so by a duly authorized representative of the Employer when their equipment is in need of repair.

ARTICLE 21 - CLOTHING ISSUE AND TOOL ALLOWANCE

21.01 Clothing Allotment

The Employer shall maintain and supply suitable identified rubber clothing, rubber boots with safety toe cap, work gloves, and two-piece overalls to be issued when necessary to permanent employees.

21.02 Replacement Clothing Issue

Replacement items of clothing or rubber boots will not be issued until return is made of previous issue.

21.03 Safety Footwear – Permanent Employees

(a) The Employer agrees to provide all permanent employees, on an annual basis, safety footwear and that footwear shall be worn as a condition of employment. The JHSC shall determine the required footwear.

(b) An employee on an extended leave shall receive their entitlement upon their return to work.

21.04 Safety Footwear – Casual Employees

All casual and student employees are responsible for the purchase of their Canadian Standards Association (CSA) approved safety footwear and must be worn as a condition of employment.

21.05 Tool Allowance – Fleet Services Tradesperson

(a) By March of each year, the following list of permanent tradespersons shall be provided with a “Tool Allowance” as follows:

Journeyman: Mechanics, Welders and Autobody Technicians	<u>\$450</u>
Apprentices and Support Service Workers	<u>\$350</u>

(b) Employees must be working in a role noted above as of February 1st and have supplied their own tools as a condition of employment to be eligible for a “Tool Allowance”. Any person who has been on extended leave or an acting assignment outside of fleet services will not be provided the “Tool Allowance” until such time they return to a role noted above and work more than four (4) months in the same calendar year.

21.06 City Supplied Photo ID

All permanent employees shall have their photograph taken for identification purposes; updated every five (5) years. Employees shall carry their photo identification card during all hours of work.

ARTICLE 22 - DISCIPLINE

22.01 Access to Personnel File

There shall be one (1) personnel file only and it shall be retained in the Employer's Human Resources Offices. Employees wanting to view their personnel file shall request in writing to the Director of Human Resources or designate and be shown same. The Employer shall allow the employee photocopies of any document in the personnel file. The employee is not to remove the file, only photocopies, while in the presence of the designated representatives of Human Resources and the Union.

22.02 Constructive Discipline - Duty of Mutual Respect

(a) The parties to this Collective Agreement are committed to working together to create a responsive, enthusiastic and respectful unionized work environment - one dedicated to providing quality, cost-effective public services; achieving high standards of personal and group performance; and resolving issues constructively and for the common good. To that end, the parties are committed to:

- i. Creating a workplace that requires employees and management to demonstrate mutual respect;
- ii. Building a progressive labour management relationship that provides the Employer with the opportunity to meet legitimate corporate interests and obligates the Employer to provide all employees with feedback on their performance;
- iii. Maintaining the dignity of employees;
- iv. Providing support and guidance to those employees required to improve performance; and
- v. Providing safeguards against unjust discipline by adhering to a sound discipline policy that encourages self-rehabilitation.

(b) Discipline Defined

Discipline shall mean any disciplinary action taken by the Employer against an employee which results in a written reprimand, a suspension or dismissal.

(c) Disciplinary Record

Any document related to a disciplinary action will not be used against the employee at any time after twenty-four (24) months following disciplinary action provided that no disciplinary action has been recorded during that period.

(d) Disciplinary Hearing

An employee shall not be disciplined or dismissed without just cause and having a fair investigation and hearing. Both Management and the Union have the right to call witnesses or examine any statements taken with the view to rebuttal of

same. Copies of all written statements taken shall be furnished to all parties.

ARTICLE 23 - BENEFITS

23.01 Group Life

The Employer shall pay seventy-five percent (75%) of the premium of the present Group Life plan for permanent employees. Upon retirement, employees shall be provided five thousand dollars (\$5,000) life insurance coverage, monthly premiums for which shall be paid by the City of Saint John.

23.02 Medical, Health and Dental Plans

Effective January 1, 2011, the Employer agrees to pay seventy-five percent (75%) of the monthly cost for single and family coverage, as applicable, for the employee's health, dental and travel coverage. The employee shall pay the remaining twenty-five percent (25%) of the monthly cost for single and family coverage, as applicable, for the employee's single or family health, dental and travel coverage. It is understood and agreed that such benefit shall extend to permanent employees only. Participation in the plan is mandatory and is a condition of employment for all employees hired after January 1, 2007.

Effective July 1, 2007, current employees not participating in the plan will no longer be eligible to participate in the plan now or in the future.

Any employee who is not a participant under the plan shall not be entitled to a cash payment in lieu of the Employer's contribution to the cost.

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

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

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

For clarification and continuity, it is understood that the plan design and benefits that exist under the terms of the Collective Agreement expiring on December 31, 1998, shall continue subject to the above.

23.03 Long Term Disability - LTD

(a) Long Term Disability (LTD) Premiums

The Employer agrees to pay seventy-five percent (75%) and the employee agrees to pay twenty-five percent (25%) of the insured LTD plan premiums. If rates increase above 3.23% per \$100 of earnings for seventy percent (70%) of gross salary, the increase will be the responsibility of the Employer.

See Article 23.15(d) for LTD application timelines. For more information on the LTD process, contact the Human Resources Department.

(b) LTD Committee

A LTD Committee will be composed of up to two (2) representatives from the Union and up to two (2) representatives from the Employer to review and recommend changes to the plan. The two (2) Union representatives will be selected by the Union.

23.04 Right to Negotiate

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

23.05 Advise Employees of Benefits Annually

Annually, the Employer shall provide each permanent employee with a detailed employee benefit statement outlining all benefits and plans in the Collective Agreement.

23.06 Payment for Benefits During Illness or Disability

In the case of absence for illness or disability, the Employer's contribution will be paid to the Group Life Insurance Plan, Pension Plan and the Health and Dental Plan where applicable. This Article shall only apply to those employees who qualify under this Article.

23.07 Retirees

The health and dental benefits shall continue to all retirees at the group rates which shall be paid fully by all retirees, to be deducted from pension cheque.

23.08 Sick Leave Plan Accumulation

(a) From this point forward, accumulated sick time will be kept in hours; therefore the number of days of sick leave accumulated upon the coming into force of this section shall be converted at the rate of eight (8) hours per day.

(b) Every employee shall accumulate sick leave credits at the rate of twelve (12) hours per month worked up to a maximum of one thousand seven hundred and sixty (1,760) hours sick leave. Accumulated sick leave accrued by the employee

shall be carried forward.

- (c) Upon retirement, employees will be eligible to receive a partial payment for accumulated sick leave credits in excess of one thousand seven hundred and sixty (1,760) hours. Employees will be paid ten percent (10%) of their regular rate of pay of each hour in excess of one thousand seven hundred and sixty (1,760) hours.

23.09 Sick Leave Defined

Sick Leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

23.10 Routine Examinations

For examinations by physicians, chiropractors, or dentists, every employee shall be entitled up to twelve (12) hours per year not to be deducted from Sick Leave.

23.11 Family Care Leave

An employee may utilize up to three (3) days of accumulated sick leave per year for family care leave. Such time can be taken without loss of pay, to provide care during a family illness or to attend medical appointments with a family member as defined in Article 16.02. Employees may be required to certify the absence.

23.12 Sick Leave Records

As soon as possible after the close of each calendar year, the Employer shall advise the Sick Leave Committee in writing of the amount of sick leave accrued to each employee's credit and to the Bank.

23.13 Union Sick Leave Bank Committee

The Committee will be composed of two (2) representatives from the Union and two (2) representatives from the Employer.

23.14 Sick Leave Bank Credits

No further accumulation to the Sick Leave Bank will be made after the Bank has a total of eight thousand (8,000) hours. When the Bank balance drops below four thousand (4,000) hours, deductions from employees' accumulated sick leave credits, as determined by the Union, will replenish it. Further credits will again be permitted to the Bank as per Articles 23.18 and 23.22.

23.15 Sick Leave Bank Allotments and LTD Application Timeline

- (a) The parties to this Collective Agreement recognize that employees should demonstrate a commitment to performance by a way of regular attendance at work. Accordingly, the Sick Leave Committee will review attendance records and should this record not demonstrate a real effort to be at work, the Committee may

deny the employee access to Sick Leave Bank credits.

- (b) Application for an allotment from the Sick Leave Committee may be made by a permanent employee, who, for example, through a prolonged illness, has exhausted their own sick leave credits.
- (c) Such employees may be granted sick leave from the Bank upon the approval of the Sick Leave Committee upon production of the appropriate medical certificate. No allotment from the Sick Leave Bank shall be made until the employee has exhausted all their accumulated sick leave and vacation credits and compensatory time.
- (d) Once an employee has been absent due to a non-compensable illness or injury for ninety (90) calendar days, they must apply for LTD benefits. Once an employee has expended all personal sick leave credits earned as per Article 23.08, and they are eligible and approved for LTD benefits they must accept such benefit.
- (e) The first and only the first, approved allotment of sick leave from the Bank for a period of up to six (6) months shall be at the daily rate equal to the employee's daily rate while on their accumulated sick leave. Should this approved allotment extend beyond six (6) months and less than twelve (12) months, the employee will be paid at eighty percent (80%) of their daily rate. Should this absence extend beyond twelve (12) months, the employee will be paid fifty-five percent (55%) of the employee's daily rate.
- (f) A second allotment of sick leave, to an individual employee, if approved by the Sick Leave Committee from the Bank for a period of up to six (6) months, will be paid at eighty percent (80%) of the employee's daily rate. Additional time granted beyond this six (6) month period will be paid at fifty-five percent (55%) of the employee's daily rate.
- (g) A third, and any additional approved allotment of sick leave benefit from the Bank to an employee, will be paid at fifty-five percent (55%) of the employee's daily rate.
- (h) An individual employee's maximum lifetime allocation of sick leave credits from the Sick Leave Bank will be three thousand eight hundred and forty (3,840) hours.
- (i) An employee will be given light duty work provided medical documentation supports the performance of such duties. The regular rate of pay for such duties shall apply if and when the duties are made permanent.
- (j) Under no circumstances shall there be any pyramiding of benefits.

23.16 Sick Leave and Vacation Leave

Any employee, who by reason of sickness has not completed their annual vacation prior to the end of any calendar year, may carry forward unused vacation to be taken by such employee following their return to work. Where such an employee is unable to return to work, they shall be paid a lump sum equal to their remaining vacation pay entitlement.

23.17 Extension of Sick Leave

A permanent employee with more than one (1) year of service who has exhausted their sick leave credits shall be allowed an extension of their sick leave to a maximum of one hundred and twenty (120) working hours. Upon their return to duty, the employee shall repay the extension of sick leave in full before they accumulate credits again.

23.18 Employee Contribution to Sick Leave Bank

Subject to Article 23.14, every employee with one (1) year or more of service will allow eight (8) hours per year, commencing January 1, 1978, from their sick leave credits for that year to be added to the Sick Leave Bank.

23.19 Deduction from Sick Leave

(a) A deduction shall be made from accumulated sick leave credits of all regular working hours, exclusive of holidays, absent for sick leave. Sick leave shall be paid at the employee's rate of pay for their permanent classification in effect on the first day of sickness.

(b) In the event that an employee is unable to report for work due to illness, they will report all absences to their supervisor, operator or manager immediately.

23.20 Registration of Sick Leave Plan

The City agrees to register the Sick Leave Plan in accordance with the appropriate Act(s). Any benefit derived from such registration, the employee's portion shall be returned to the Union in trust on behalf of the employees. Such money shall be used to provide a benefit to the membership such as Education training.

23.21 Proof of Illness

Where an employee's supervisor or manager is concerned with the sick leave absences of an employee, that supervisor or manager shall notify the employee of the concern and direct that for all future absences the employee provide adequate proof of illness. This would typically occur after four (4) absences from duty. Any lost time associated with obtaining the required medical documentation shall be deducted from the entitlement under Article 23.10 and any medical certificate costs shall be paid by the City. All correspondence shall be copied to the Recording Secretary of the Union and the Director of Human Resources or designate.

23.22 Employer's Contribution to Sick Leave Bank; Employer to Replenish Bank Once Only

Upon retirement, employees will contribute fifty percent (50%) of the first one thousand seven hundred and sixty (1,760) hours of their accumulated sick leave credits in the Sick Leave Bank provided the amount of sick leave credits in the bank never exceeds eight thousand (8,000) hours. The maximum amount of sick leave credits an employee may contribute to the Bank is eight hundred and eighty (880) hours.

23.23 Military Hospitalization

When an employee is absent due to attendance at a military hospital for observations, examination or out-patient treatment in connection with any disability sustained by such employee as a result of military service, there shall be no loss of pay or deductions from accumulated sick leave. Employees shall be required to present a Veteran's Affairs chit for the amount of time detained by Veterans Affairs Canada.

23.24 Employer to Provide Union with Up-to-Date Employee Benefit and Health & Welfare Plan Text and Amendments

The Employer shall provide the Union with a copy of all up-to-date employee benefit and health and welfare plan text and amendments. This Article shall not apply to pension plan information.

23.25 Final Resolution

Any disputes in regards to the administration of the Sick Leave Plan as defined herein shall be submitted to the under noted persons to act as a sole Arbitrator for arbitration in accordance with Article 55 of the *Industrial Relations Act*.

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

Either party can submit a dispute to a sole Arbitrator from the following mutually agreed list. In the event that an Arbitrator is unavailable the parties shall apply for expedited arbitration.

John McEvoy
Robert Breen
Brian Paquette

ARTICLE 24 - TECHNOLOGICAL CHANGE

24.01 Training Required

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present methods of operation, such employee shall, at the expense of the City, be afforded a period not to exceed one (1) year during which to perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in salary during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

24.02 Re-Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills, re-training time shall be afforded any such employee affected.

24.03 Training: Operation of Equipment

The Employer agrees to continue its program to train and/or upgrade skills of employees to reach maximum potential and efficiency in the operation of equipment.

24.04 (a) Technological Change Defined

Technological change means:

- i. the introduction of equipment or material of a different nature and kind of that previously utilized by the Employer; and
- ii. the change in the Employer's method of operation that is directly related to the introduction of said equipment or material.

(b) Advance Notice

Prior to introducing technological change, the Employer agrees to notify the Union of its intentions at least ninety (90) calendar days in advance of implementation.

(c) Contents of Notice

The notice shall be conveyed in writing and shall contain the appropriate information including:

- i. the nature of change;
- ii. the date on which the Employer proposes to effect the change; and
- iii. the approximate number, type and location of employees likely to be affected by the change.

(d) Consultation

During the ninety (90) day notification period contained in Article 24.04(b), the Employer and the Union shall meet and discuss any technological changes that may affect employees in the bargaining unit.

ARTICLE 25 – JOB SECURITY

25.01 Job Security – Permanent Employees

- (a) Permanent employees shall not be laid off or suffer a reduction in working hours.
- (b) The provisions of 25.01 (a) notwithstanding, employees hired subsequent to the signing of this collective agreement are subject to layoff or reduction in working hours if the Establishment number is greater than the number identified in Article 6.04.
- (c) Employees laid off per article 25.01 (b) will be laid off in reverse order of their seniority within the same position classification. The Employer may have to make internal transfers as a result of lay-offs.
- (d) Employees laid off for less than a period of one (1) year will be subject to recall based on position classification. Employees laid off in excess of one (1) year will not be subject to recall.

25.02 Work During Period of Inclement Weather

During periods of inclement weather no permanent employee will suffer any reduction in working hours. The Employer will make an effort to provide work for other employees where possible.

ARTICLE 26 - TERM OF AGREEMENT

Duration

This Agreement shall take effect and be binding on the Employer and Union for the period of January 1, 2020, to December 31, 2024, inclusive and shall remain in force for the successive periods of twelve (12) months thereafter, unless either party requests negotiation of a new or replacement Agreement by giving notice to the other party within ninety (90) days prior to the expiration date of the Agreement or any renewal thereof.

Such notice(s) shall specify any addition, deletion or alteration desired.

Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Notice of Changes

Either party desiring to propose changes to this Agreement shall, within ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

Agreement to Continue in Force

Where such notice requests revisions only, the following conditions shall apply.

Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the right to strike or lockout occurs, whichever occurs first.

ARTICLE 27 - CLASSIFICATION/WAGES - PAY TABLE/ONE TIME PAYMENT

27.01 A. Wage Rates

Wage rates and salaries for permanent employees only shall be adjusted as follows:

- (a) January 1, 2020 1.0%
- (b) January 1, 2021 0%
- (c) January 1, 2022 0%
- (d) January 1, 2023 As per the City of Saint John Wage Escalation Policy approved by resolution on September 23, 2019
- (e) January 1, 2024 As per the City of Saint John Wage Escalation Policy approved by resolution on September 23, 2019

B. One Time Payment

Within six (6) weeks of the signing of this Collective Agreement the following one-time payment will be processed for each full time permanent employee as follows:

Employees hired during or prior to 2000 will receive \$6,500

Employees hired 2001-2007 will receive \$6,000

Employees hired 2008-2014 will receive \$4,000

Employees hired 2015-2017 will receive \$3,000

Employees hired in 2018 and up to and including the ratification date of this Collective Agreement will receive \$2,000

27.02

Classification Structure

The classification structure, by area of service, is outlined in the appendices of Schedule "B" to this Agreement:

"A-1" Saint John Water – Water and Wastewater

"A-2" Saint John Water – Instrumentation

"A-3" Saint John Water – Customer Service

"A-4" Transportation and Environment Services – Public Works and Transportation/ Parks and Public Spaces

"A-5" Finance and Administrative Services – Fleet Management

“A-6” Finance and Administrative Services – Materials Management – Stores

“A-7” Finance and Administrative Services – Facility Management – Carpenter Shop and Facility Maintenance/City Market

27.03 Pay Table

The Pay Table for permanent employees in the Skilled Worker, Trades, Designated Supervisor and Supervisor job sets, by job classification level, is provided in Schedule “A” to this Agreement.

27.04 Caretakers

Employees designated as Caretakers in a watershed shall be required to work under the terms and conditions specified for that function.

27.05 Instrumentation Control - Industrial Electrical

Instrumentation Technician, Instrumentation Journeyperson and Instrumentation Journey person II positions in Water and Wastewater shall be paid wage rates adjusted, against those shown in Schedule “A”, for their job classification, as follows:

- (a) Technician (Instrumentation Apprentice): Job Level 6 plus ten percent (10%)
- (b) Journeyperson (with Instrumentation CEQ): Level 10 plus ten percent (10%)
- (c) Journeyperson (with Instrumentation CEQ and Class 1 Water Distribution AND Class 1 Wastewater Collection): Level 10 plus fifteen percent (15%)
- (d) Journey person II (with Instrumentation CEQ and Industrial Electrical CEQ AND Class 1 Water Distribution AND Class 1 Wastewater Collection): Level 12 plus twenty percent (20%)
- (e) Journey person II (with Instrumentation CEQ and Industrial Electrical CEQ AND Class 1 Water Treatment AND Class 1 Wastewater Treatment AND Class 1 Water Distribution AND Class 1 Wastewater Collection): Level 12 plus twenty-five percent (25%)

The above referenced Certificate of Equivalent Qualification (CEQ) represents successful Interprovincial Licensed Journeyperson status in either the Instrumentation or Industrial Electrical trades. The Instrumentation trade is the primary and essential qualifier for these positions.

No employee at the signing of this Collective Agreement will revert to a lower job level. Employees must obtain the required certifications to progress. Employees at Journey person II level must complete the training and certifications referenced above.

27.06 Casual Labourer Rates of Pay

The rate of pay for Casual Labourer employees shall be seventy-five percent (75%) of a Skilled Worker Level 1.

27.07 Student Employee Rates of Pay

The rate of pay for Student employees shall be minimum wage plus twenty percent (20%).

ARTICLE 28 - DEFINITIONS

28.01 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

(a) "Day" means, unless otherwise specified, a calendar day and not a working day.

(b) "CSA" means "Canadian Standards Association".

(c) "CEQ" means "Certificate of Equivalent Qualification".

(d) "LTD" means "Long Term Disability".

(e) "MIC" means "Mutual Interest Committee".

(f) "OMA" means "Occupational Medical Advisor".

(g) "PETL" means "Post-Secondary Education, Training and Labour".

(h) "PPE" means "Personal Protective Equipment".

(i) "RTW" means "Return to Work".

(j) "TCAP" means "Training & Certification Advisory Panels".

(k) "VAC" means "Veterans Affairs Canada".

ARTICLE 29 - PRINTING OF AGREEMENT IN BOOKLET FORM

The Collective Agreement shall be printed in booklet form and the City shall bear fifty percent (50%) of the cost of printing established by the lowest tender acceptable to the City.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF**

**THE CITY OF SAINT JOHN
("THE EMPLOYER")**

Witness

Mayor

Witness

Common Clerk

**LOCAL 18, CANADIAN UNION OF PUBLIC
EMPLOYEES ("THE UNION")**

Witness

President

Witness

Secretary

SCHEDULE “A”

WAGE RATE TABLE FOR PERMANENT EMPLOYEES

SKILLED WORKER, SUPERVISORY AND TRADES JOB SETS

JOB LEVEL	Jan 1, 2020	Jan 1, 2021	Jan 15, 2022	Jan 1, 2023	Jan 1, 2024
Wage Adjustment	1.00%	0%	0%	*WEP	*WEP
A	20.00	20.00	20.00	**TBD	**TBD
1	24.76	24.76	24.76	TBD	TBD
2	25.43	25.43	25.43	TBD	TBD
3	26.13	26.13	26.13	TBD	TBD
4	26.81	26.81	26.81	TBD	TBD
5	27.48	27.48	27.48	TBD	TBD
6	28.16	28.16	28.16	TBD	TBD
7	28.84	28.84	28.84	TBD	TBD
8	29.53	29.53	29.53	TBD	TBD
9	30.20	30.20	30.20	TBD	TBD
10	30.90	30.90	30.90	TBD	TBD
11	31.56	31.56	31.56	TBD	TBD
12	32.94	32.94	32.94	TBD	TBD
13	33.60	33.60	33.60	TBD	TBD
14	34.29	34.29	34.29	TBD	TBD
15	34.96	34.96	34.96	TBD	TBD

*Wage Escalation Policy (WEP)

** To Be Determined (TBD)

Appendix “A-1”

Training and Development Structure: Saint John Water Water and Wastewater

Job Set	Job Level	Water and Wastewater Career Paths		
		Water & Sanitary Systems	Water Treatment	Wastewater Treatment
A – Skilled Worker	1	WS01	WT01	WWT01
		Skilled Worker	Skilled Worker	Skilled Worker
	2	WS02	WT02	WWT02
		Skilled Worker	Skilled Worker	Skilled Worker
	3	WS03	WT03	WWT03
		Skilled Worker	Skilled Worker	Skilled Worker
	4	WS04	WT04	WWT04
		Skilled Worker	Skilled Worker	Skilled Worker
	5	WS05	WT05	WWT05
		Skilled Worker	Skilled Worker	Skilled Worker
	6	WS06	WT06	WWT06
		Skilled Worker	Skilled Worker	Skilled Worker
		Water & Sanitary Systems	Water Treatment	Wastewater Treatment
B – Designated Supervisor/ Designated Operator	7	WS07	WT07	WWT07
	8	WS08	WT07	WWT07
		Water and Sanitary System Designated Operator	Water Treatment Designated Operator	Wastewater Treatment Designated Operator
C - Supervisor/Operator	9	WS09	WT09	WWT09
		Cert Op I WD/WWC	Cert Op I WT	Cert Op I WWT
	10			
	11			
	12	WS12	WT12	WWT12
		Cert Op II WD/WWC	Cert Op II WT	Cert Op II WWT
	13			
	14			
	15	WS15	WT15	WWT15
		Cert Op III WD/WWC	Cert Op III WT	Cert Op III WWT

See: Appendix “B-1”

Appendix “A-2”

Training and Development Structure: Saint John Water Instrumentation

Job Set	Job Level	Instrumentation Career Path
		Instrumentation (D – Trades)
D - Trades	1	
	2	
	3	IN03
		Instrumentation Trades
	4	
	5	
	6	IN06
		Instrumentation Tech
	7	
	8	
	9	
	10	IN010
		Instrumentation Journeyperson I
	11	
	12	IN12
		Instrumentation Journeyperson II

See: Appendix “B-3”

Appendix “A-3”

**Training and Development Structure: Saint John Water
Customer Service**

Job Set	Job Level	Customer Service Career Path
		Customer Service
A - Customer Service	7	CS07
		Customer Service 7

See: Schedule "C"

Appendix “A-4”

Training and Development Structure: Transportation and Environment Services Public Works and Transportation/Parks and Public Spaces

Job Set	Job Level	Public Works and Transportation Career Path	Parks and Public Spaces Career Path
		Public Works and Transportation	Parks and Public Spaces
A – Skilled Worker	1	PW01	PW01
		Skilled Worker	Skilled Worker
	2	PW02	PW02
		Skilled Worker	Skilled Worker
	3	PW03	PW03
		Skilled Worker	Skilled Worker
	4	PW04	PW04
		Skilled Worker	Skilled Worker
	5	PW05	PW05
		Skilled Worker	Skilled Worker
	6	PW06	PW06
		Skilled Worker	Skilled Worker
B – Designated Supervisor	7	PW07	PW07
	8	PW08	PW08
		Works Designated Supervisor	Parks Designated Supervisor
C - Supervisor	9	PW09	PW09
		Works Supervisor I	Parks Supervisor I
	10		
	11		
	12	PW12	PW12
		Works Supervisor II	Parks Supervisor II

See: Appendix “B-1”

Appendix “A-5”

Training and Development Structure: Finance and Administrative Services Fleet Management

Job Set	Job Level	Fleet Management Career Paths		
		Fleet (Mechanical/Small Engines/Autobody/Welding) (D - Trades)		
	1			
	2			
	3			
	4			
	5			
	6	FL06 Journeyman Auto Mechanic	WE06 Welder/Autobody Apprentice	SE06 Small Engine Mechanic Apprentice
	7			
	8			SE08 Journeyman Small Engine Mechanic
	9			
	10	FL10 Journeyman Truck & Trailer Mechanic	WE10 Journeyman Welder/Autobody	
B- Designated Supervisor	11	FL 11 Journeyman Fleet Trades Designated Supervisor	WE11 Journeyman Welder/Autobody Designated Supervisor	
C- Supervisor	12	FL12 Fleet Trades Supervisor	WE12 Working Welding/Autobody Supervisor	

See: Appendix “B-2”

Appendix “A-6”

Training and Development Structure: Finance and Administrative Services Materials Management - Stores

Job Set	Job Level	Materials Management - Stores Career Path
		Stores
A – Skilled Worker	1	SK01
		Skilled Worker/Stock Keeper
	2	SK02
		Skilled Worker/Stock Keeper
	3	SK03
		Skilled Worker/Stock Keeper
	4	SK04
		Skilled Worker/Stock Keeper
	5	SK05
		Skilled Worker/Stock Keeper
	6	SK06
		Skilled Worker/Stock Keeper
B – Designated Supervisor	7	
	8	SK08
		Stock Keeper Designated Supervisor
C - Supervisor	9	SK09
		Stock Keeper Supervisor I
	10	
	11	
	12	SK12
		Stock Keeper Supervisor II

See: Appendix “B-1”

Appendix “A-7”

Training and Development Structure: Finance and Administrative Services Facility Management – Carpenter Shop and Facility Maintenance/City Market

Job Set	Job Level	Facility Management – Carpenter Shop and Facility Maintenance/City Market Career Paths	
		Carpenter Shop (D - Trades)	Facility Maintenance/City Market
A – Skilled Worker	1	Skilled Worker	
	2	Skilled Worker	
	3	Skilled Worker	
	4	Skilled Worker	
	5	Skilled Worker	
	6	Skilled Worker	
	7		
	8		BM08 Building Maintenance Designated Supervisor
	9		
	10	CA10 Journeyman Carpenter	
B-Designated Supervisor	11	CA11	
		Carpenter Designated Supervisor	
C - Supervisor	12	CA12	
		Carpenter Supervisor	

See: Appendix “B-1” and Appendix “B-2”

SCHEDULE “B”

EMPLOYMENT AND DEVELOPMENT FRAMEWORK

- 1.01** The parties are committed to advancing the quality and efficiency of services and jointly recognize the importance of effective training and development.
- 1.02** Designed to enhance performance effectiveness and employability, the *Outside Workforce Training System* is a system of structured learning and development for permanent operational employees, organized in seven (7) broad areas of service. The *System* shall reflect current and emerging operational methods, technical standards and service requirements. Employees select a field of employment from available opportunities and assume responsibility for progression in that field. Training and education comprise a combination of in-house and external elements, both knowledge-based and practical.
- 1.03** The employment and development structure for each of the seven (7) broad areas of service is outlined in the appendices to this schedule:
- “A-1” Saint John Water – Water and Wastewater
 - “A-2” Saint John Water – Instrumentation
 - “A-3” Saint John Water – Customer Service
 - “A-4” Transportation and Environment Services – Public Works and Transportation/Parks and Public Spaces
 - “A-5” Finance and Administrative Services – Fleet Management
 - “A-6” Finance and Administrative Services – Materials Management – Stores
 - “A-7” Finance and Administrative Services – Facility Management – Carpenter Shop and Facility Maintenance/City Market

These complementary structures provide a framework for the relationships among levels of responsibility, required expertise, job classifications, and associated training and development. Criteria and processes shall be applied consistently across the seven (7) broad areas of employment and the career paths in each.

WORKFORCE PLANNING

- 2.01** The establishment of permanent positions shall be organized by job sets within areas of service to reflect operational needs.
- 2.02** A job set is a series of job classification levels through which an incumbent of a position can progress by satisfying the requirements outlined in Appendix “B-1” or “B-2”. There are four (4) such job sets: Skilled Worker (levels 1 through 6, as applicable); Designated Supervisor (levels 8 & 11, as applicable); Supervisor (levels 9 through 12, Operators 9 through 15, as applicable); and Trades (level 10).

- 2.03** The general criteria for job levels are inclusive, that is, the requirements of a job level are included in those of higher level jobs.
- 2.04** Operational departments shall consult with Union representatives in annually preparing a 3-year staffing forecast. These projections shall reflect the long-term operational and service strategies of the City of Saint John.

RESPONSIBILITIES AND PROGRAM COORDINATION

- 3.01** Employees shall register for training and development programs, detailing responsibilities and expectations.
- 3.02** The City shall be responsible for the provision of required training.
- 3.03** The Union shall support training delivery and encourage employees in fulfilling their responsibilities under the program.
- 3.04** *Training and Certification Advisory Panels* are established in accordance with Article 7.02 of the Collective Agreement.
- 3.05** *Career Development Coordination* is established in accordance with Article 7.01(b) of the Collective Agreement.

TRAINING AND DEVELOPMENT CONSIDERATIONS

- 4.01** Training and development opportunities shall be made available to all employees, in their applicable career path, with due respect to senior eligible employees.
- 4.02** A training module is a single course, job training assignment or defined experience. Training modules are developed in accordance with industry-grade skill and performance criteria. Employees must attain required course evaluation standards in order to receive credit for that training.
- 4.03** Training modules will include: predetermined outcomes for employee knowledge acquired, predetermined outcomes for employee competencies acquired and predetermined outcomes for new skills and knowledge to be applied on the job.
- 4.04** Career development training modules shall be organized into training and development blocks.
- 4.05** Successful completion of a training module will create an action to file on behalf of the employee, leading to official recognition upon satisfactory completion of the training and development block.
- 4.06** The training and development system integrates external, industry-standard certifications into the process of career progression.

- 4.07** Employees who are unsuccessful in completing a training module shall be given an additional opportunity to do so within the same training context, that is, with the group of employees participating together in a training and development block.
- 4.08** It is recognized that not all employee training occurs within the context of the career development process. An employee engaged in career development may participate in other training and that training may yield credit(s) toward career progression. The Mutual Interest Committee, upon the recommendation of the applicable *Training and Certification Advisory Panel*, shall make such determination.
- 4.09** Peer trainers shall be utilized to deliver a number of training programs under the *Outside Workforce Training System*. The duties and responsibilities of positions at the Designated Supervisor job level or above shall include the requirement to be an employee trainer in the applicable career path.

STAFFING CONSIDERATIONS

5.01 Progression in Career Path

- (a)** An employee shall progress to the next job set in a career path by satisfying the requirements outlined in Appendix "B-1" or "B-2" and successfully competing for promotion or appointment to a vacancy as per Articles 10.03 and 10.04(c). The senior qualified employee for entry to a job set shall be promoted or appointed to fill such vacancy.
- (b)** An employee shall progress within a job set by satisfying the requirements of the next applicable training and development block as detailed in Appendix "B-1" or "B-2".

5.02 Subject to the employee having acquired the prerequisite experience, upon completion of the requirements of the applicable training and development block as detailed in Appendix "B-1" or "B-2", the employee shall be designated as qualified for the associated job.

5.03 As the Employer is making investments in the training and development of employees, movement from one career path to another should be well justified. Subject to 5.05 below, an employee who chooses to change career paths shall enter that career path at the job level they occupied in their previous career path, and receive such rate of pay.

5.04 An employee who decides to leave a career path, for reasons other than serious illness or injury, or is otherwise unable to satisfy the responsibilities and expectations of a development program, shall revert to their previous status and shall be subject to a waiting period of two (2) years before being again eligible to apply for another position in the bargaining unit.

5.05 In the absence of a qualified candidate in a career path, other employees or new employees possessing the required combination of education, demonstrated skill,

aptitude and related training may enter the system at higher-level positions. Such new employees must undergo all necessary orientation training.

Appendix “B-1” Training and Career Development Overview

Job Set	Job Level	Minimum Requirements
A – Skilled Worker	1	Completed a Minimum 2 Years Relevant Post-Secondary Education as determined by the Department of Post-Secondary Education, Training and Labour (further known as PETL) (Water & Wastewater Career Path)*
	2	Greater than 1 Year Works Experience in the City of Saint John Outside Workforce Class 3 E Driver’s License (Works, Parks** and Water & Sanitary Systems Career Path) Completed a Minimum 2 Years Relevant Post-Secondary Education as determined by PETL (Water & Wastewater Career Path)*
	3	Greater than 2 Year Works Experience in the City of Saint John Outside Workforce Completed a Minimum 2 Years Relevant Post-Secondary Education as determined by PETL (Water & Wastewater Career Path)*
	4	Greater than 3 Year Works Experience in the City of Saint John Outside Workforce Completed a Minimum 2 Years Relevant Post-Secondary Education as determined by PETL (Water & Wastewater Career Path)*
	5	Greater than 5 Year Works Experience in the City of Saint John Outside Workforce Completed a Minimum 2 Years Relevant Post-Secondary Education as determined by PETL (Water & Wastewater Career Path)*
	6	Greater than 7 Year Works Experience in the City of Saint John Outside Workforce Completed a Minimum 2 Years Relevant Post-Secondary Education as determined by PETL (Water & Wastewater Career Path)*

*Only when Water & Sanitary System Career stream has in excess of 50% of skilled workers with the two years relevant post-secondary education as determined by PETL, will employees without that qualification be given consideration for positions of skilled workers in the Water & Sanitary System Career Stream.

**Class 3 E Driver’s License may be needed by some as determined by the Employer.

B – Designated Supervisor/ Designated Operator <u>Journey person</u>	8	<p>2 Years Relevant Experience in the Broad Area of Service: All except Building Maintenance</p> <p>5 Years Relevant Experience in Any Area of Service</p> <p>Class 3E Driver’s License (where applicable)</p> <p><u>Level 2 Certification(s) (Saint John Water & Wastewater Career Path)***</u></p> <p>Horticulture or <u>Arboriculture</u> Diploma (Parks Career Path)</p>
	9	<p>6 Years Relevant Experience in Career Field</p> <p>Level 3 Certification(s) (Saint John Water & Wastewater Career Path)***</p>
	12	<p>8 Years Relevant Experience in Career Field (Two (2) years at Level 9 is required to progress to a Level 12)</p>
C – Supervisor/Operator <u>Journey person</u>	15	<p>Level 3 Certification(s) (Saint John Water & Wastewater Career Path)***</p> <p><i>Note: Job Level 15 applies to Saint John Water & Wastewater only</i> (Two (2) years at Operator I (Level 9) is required to progress to Operator III (Level 15)).</p>

Approved training matrix courses apply – approved by Mutual Interest Committee

*** The City will pay the costs associated with tutoring and writing water and wastewater certification exams for the first and second attempt per certification level. After the allocated number of trials, tests will be at the employees’ expenses. Upon successful completion the City will reimburse the employee for the costs of the certification exam.

The water and wastewater certification levels identified in Job Level 8 & 9 apply to employees promoted after the signing of the Collective Agreement. There will be a six month transition period from the date of signing of the Collective Agreement for employees who wish to apply for promotion, which will allow an employee who does not have the certification at Job Level 8 & 9 to act in the role while they attain the certification. If they do not attain the certification level within 6 months of signing the Collective Agreement the position will be reposted.

**Appendix “B-1-A”
Training and Career Development Overview**

Job Set	Job Level	Minimum Requirements
Labourer	A	<u>As determined by the Employer</u>
A – Skilled Worker	1	Completed a Minimum 2 Years Relevant Post-Secondary Education as determined by the Department of Post-Secondary Education, Training and Labour (further known as PETL) (Water & Wastewater Career Path)*
	2	Greater than 1 Year Work Experience in the City of Saint John Outside Workforce Class 3 E Driver’s License (Works, Parks** and Water & Sanitary Systems Career Path) Completed a Minimum 2 Years Relevant Post-Secondary Education as determined by PETL (Water & Wastewater Career Path)*
	3	Greater than 2 Years Work Experience in the City of Saint John Outside Workforce Completed a Minimum 2 Years Relevant Post-Secondary Education as determined by PETL (Water & Wastewater Career Path)*
	4	Greater than 3 Years Work Experience in the City of Saint John Outside Workforce Completed a Minimum 2 Years Relevant Post-Secondary Education as determined by PETL (Water & Wastewater Career Path)*
	5	Greater than 5 Years Work Experience in the City of Saint John Outside Workforce Completed a Minimum 2 Years Relevant Post-Secondary Education as determined by PETL (Water & Wastewater Career Path)*
	6	Greater than 7 Years Work Experience in the City of Saint John Outside Workforce Completed a Minimum 2 Years Relevant Post-Secondary Education as determined by PETL (Water & Wastewater Career Path)*

*Only when Water & Sanitary System Career stream has in excess of 50% of skilled workers with the two years relevant post-secondary education as determined by PETL, will employees without that qualification be given consideration for positions of skilled workers in the Water & Sanitary System Career Stream.

**Class 3 E Driver’s License may be needed by some as determined by the Employer.

***Applies to Employees hired prior to the signing of this collective agreement.

**Appendix “B-1-B”
Training and Career Development Overview**

Job Set	Job Level	Minimum Requirements
Labourer	A	<u>As determined by the Employer</u>
A – Skilled Worker	1	Completed a Minimum 2 Years Relevant Post-Secondary Education as determined by the Department of Post-Secondary Education, Training and Labour (further known as PETL) (Water & Wastewater Career Path)*
	2	Greater than 2 Years Work Experience in the City of Saint John Outside Workforce Class 3 E Driver’s License (Works, Parks** and Water & Sanitary Systems Career Path) Completed a Minimum 2 Years Relevant Post-Secondary Education as determined by PETL (Water & Wastewater Career Path)*
	3	Greater than 4 Years Work Experience in the City of Saint John Outside Workforce Completed a Minimum 2 Years Relevant Post-Secondary Education as determined by PETL (Water & Wastewater Career Path)*
	4	Greater than 6 Years Work Experience in the City of Saint John Outside Workforce Completed a Minimum 2 Years Relevant Post-Secondary Education as determined by PETL (Water & Wastewater Career Path)*
	5	Greater than 8 Years Work Experience in the City of Saint John Outside Workforce Completed a Minimum 2 Years Relevant Post-Secondary Education as determined by PETL (Water & Wastewater Career Path)*
	6	Greater than 10 Years Work Experience in the City of Saint John Outside Workforce Completed a Minimum 2 Years Relevant Post-Secondary Education as determined by PETL (Water & Wastewater Career Path)*

*Only when Water & Sanitary System Career stream has in excess of 50% of skilled workers with the two years relevant post-secondary education as determined by PETL, will employees without that qualification be given consideration for positions of skilled workers in the Water & Sanitary System Career Stream.

**Class 3 E Driver’s License may be needed by some as determined by the Employer.

***Applies to Employees hired after the signing of this collective agreement.

Appendix “B-2”
Training and Career Development Overview - Trades

Job Set	Job Level	Minimum Requirements
D - Trades	2	Apprentice I (Fleet Trades & Carpentry)
	3	Apprentice II (Fleet Trades & Carpentry)
	4	Apprentice III (Fleet Trades & Carpentry)
	6	Journeyman Auto Mechanic, Welder/Autobody Apprentice, Small Engine Mechanic Apprentice (Fleet Trades)
	8	Journeyman Small Engine Mechanic (Fleet Trades)
	10	Journeyman (Fleet Trades, Carpentry & Electrician)
B – Designated Supervisor	11	<p>5 Years Relevant Experience in the Broad Area of Service</p> <p>Relevant Journeyman Status</p>
C – Supervisor	12	<p>7 Years Relevant Experience in Career Field</p> <p>Relevant Journeyman Status</p>

See: Appendix “A-5”

Appendix “B-3”

Training and Career Development Overview: Instrumentation

Job Set	Job Level	Minimum Requirements
D – Trades	1	
	2	
	3	Instrumentation <u>Co-op</u>
	4	
	5	
	6	Instrumentation Tech
	7	
	8	
	9	
	10	Instrumentation Journeyperson I (<u>Class 1 Water Distribution AND Class 1 Wastewater Collection</u>)
	11	
	12	Instrumentation Journeyperson II (<u>Class 1 Water Treatment AND Class 1 Wastewater Treatment</u>)

See: Appendix “A-2” and Article 27.05

SCHEDULE "C"
CUSTOMER SERVICES SKILLED WORKER
HOURS OF DUTY AND RELATED MATTERS

PURPOSE	This schedule covers hours of work as well as related terms and conditions for the position Customer Service Skilled Worker.																																
PARTICULARS																																	
Hours of Work	Eight shift positions shall exist with two employees assigned to each shift: <table><tr><td>Day</td><td>1</td><td>8 am - 6 pm</td><td>(10 hours)</td></tr><tr><td>Day</td><td>2</td><td>8 am - 6 pm</td><td>(10 hours)</td></tr><tr><td>Night</td><td>3</td><td>6 pm - 8 am</td><td>(14 hours)</td></tr><tr><td>Night</td><td>4</td><td>6 pm - 8 am</td><td>(14 hours)</td></tr><tr><td>Off</td><td>5</td><td>Off Duty</td><td></td></tr><tr><td>Off</td><td>6</td><td>Off Duty</td><td></td></tr><tr><td>Off</td><td>7</td><td>Off Duty</td><td></td></tr><tr><td>Off</td><td>8</td><td>Off Duty</td><td></td></tr></table>	Day	1	8 am - 6 pm	(10 hours)	Day	2	8 am - 6 pm	(10 hours)	Night	3	6 pm - 8 am	(14 hours)	Night	4	6 pm - 8 am	(14 hours)	Off	5	Off Duty		Off	6	Off Duty		Off	7	Off Duty		Off	8	Off Duty	
Day	1	8 am - 6 pm	(10 hours)																														
Day	2	8 am - 6 pm	(10 hours)																														
Night	3	6 pm - 8 am	(14 hours)																														
Night	4	6 pm - 8 am	(14 hours)																														
Off	5	Off Duty																															
Off	6	Off Duty																															
Off	7	Off Duty																															
Off	8	Off Duty																															
Shift Schedule	The work days for the shift positions will be as per the shift schedule attached as Appendix "A" to Schedule "C". The schedule follows an 8-week (56-day) cycle with employees working a "4 shifts on/4 shifts off" concept. This represents an average of 42 hours per week over the eight-week cycle.																																
Shift Differential	The shift differentials identified in Article 14.02 will not apply to this classification. The rate of pay for this classification reflects the requirements to work the rotating shifts identified in this Schedule.																																
"Day" Shift	The "day" shift will be from 8:00 am to 6:00 pm - 10 hours.																																
"Night" Shift	The "night" shift will be from 6:00 pm to 8:00 am the following day - 14 hours.																																
"Off"	"Off" means those days when a Customer Service Skilled Worker is off duty.																																
Business Hours	The portion of the "day" shift that occurs during normal hours of operation between 8:00 am and 4:30 pm, Monday to Friday.																																
Regular Weekly Pay	Employees working the above shift schedule will be paid at a rate of 42 straight time hours per week.																																
Vacation	Vacation shall be scheduled by seniority in each of the four shifts identified and shall be taken in complete forty-eight (48) hour shift blocks. Vacation accruals will be based on forty-eight (48) hour blocks. Employees will receive their regular weekly pay for each block taken.																																

Unscheduled Absences	Unscheduled work absences, which occur on short notice and for which the shift partner is unavailable, during times that are not considered to be business hours, will be filled by calling an off duty employee from the Customer Service Skilled Worker job set in accordance with Article 13.09 at the overtime rate.
Overtime	Any work performed in excess of the hours defined herein shall be considered as overtime and paid at the rate of time and one-half for the first four hours and double time thereafter until their next regular shift begins.
Overtime Call-In	Article 13.09 of the Collective Agreement shall apply subject to the following criteria: only off duty personnel will be eligible for overtime call-in and an employee will not be eligible to work consecutive shifts. An employee may be required to work a shift extension (maximum sixteen (16) hours of continuous work including regular shift and extension), should an off-duty person not be immediately available.
Equivalent Hours	The entitlements for annual vacation, statutory holidays, floating holidays, sick leave, other leaves, and compensatory time will be computed in equivalent hours rather than days or weeks. Equivalent hours will be equal to 42 hours per week or 8.4 hours per day.
Statutory Holidays	Employees required to work rotating shifts identified in this schedule will be entitled to twelve (12) days of statutory time in lieu of statutory holidays. Refer to paragraph above concerning "equivalent hours". Employees may choose to take time off at a time mutually selected or as pay.
Job Posting	<p>Permanent Customer Service Skilled Worker positions as outlined in Appendix "A-3" shall be posted and filled in accordance with this schedule and Article 10. In addition, only qualified employees in Water & Sanitary Systems or Works Career Path will be eligible to apply for Permanent Customer Service Skilled Worker position.</p> <p>Employees in the Customer Service Path may apply for Designated Supervisor – Level 7 positions if they are qualified.</p> <p>Employees in Customer Service will not be eligible to apply for Supervisor or Operator positions.</p>
Career Development	All articles in the Collective Agreement pertaining to the Outside Work Force Career Development System will apply.

APPENDIX “A” TO SCHEDULE “C”
SHIFT SCHEDULE
DISPATCHER / DUTY PERSONS AND CUSTOMER SERVICE SKILLED WORKERS

Cycle Day	Day of Week	Shift				Cycle Day	Day of Week	Shift			
		A	B	C	D			A	B	C	D
1	Sun	D	-	-	N	29	Sun	-	N	D	-
2	Mon	D	-	-	N	30	Mon	-	N	D	-
3	Tue	N	D	-	-	31	Tue	-	-	N	D
4	Wed	N	D	-	-	32	Wed	-	-	N	D
5	Thu	-	N	D	-	33	Thu	D	-	-	N
6	Fri	-	N	D	-	34	Fri	D	-	-	N
7	Sat	-	-	N	D	35	Sat	N	D	-	-
8	Sun	-	-	N	D	36	Sun	N	D	-	-
9	Mon	D	-	-	N	37	Mon	-	N	D	-
10	Tue	D	-	-	N	38	Tue	-	N	D	-
11	Wed	N	D	-	-	39	Wed	-	-	N	D
12	Thu	N	D	-	-	40	Thu	-	-	N	D
13	Fri	-	N	D	-	41	Fri	D	-	-	N
14	Sat	-	N	D	-	42	Sat	D	-	-	N
15	Sun	-	-	N	D	43	Sun	N	D	-	-
16	Mon	-	-	N	D	44	Mon	N	D	-	-
17	Tue	D	-	-	N	45	Tue	-	N	D	-
18	Wed	D	-	-	N	46	Wed	-	N	D	-
19	Thu	N	D	-	-	47	Thu	-	-	N	D
20	Fri	N	D	-	-	48	Fri	-	-	N	D
21	Sat	-	N	D	-	49	Sat	D	-	-	N
22	Sun	-	N	D	-	50	Sun	D	-	-	N
23	Mon	-	-	N	D	51	Mon	N	D	-	-
24	Tue	-	-	N	D	52	Tue	N	D	-	-
25	Wed	D	-	-	N	53	Wed	-	N	D	-
26	Thu	D	-	-	N	54	Thu	-	N	D	-
27	Fri	N	D	-	-	55	Fri	-	-	N	D
28	Sat	N	D	-	-	56	Sat	-	-	N	D

**LETTER OF AGREEMENT
LOSS OF INCOME OPTION**

BETWEEN

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

- A N D -

LOCAL 18, CANADIAN UNION OF PUBLIC EMPLOYEES, hereinafter referred to as the "UNION" of the second part.

IT IS HERETO AGREED that the Employer shall work with injured employees and their Union to help alleviate loss of income resulting from injury on duty, subject to the following: the solution is shared (Employer-Union-Employee); it complies with the *Workers' Compensation Act*; application will not result in a financial penalty to the Employer; and there remains an incentive to return to work.

The program shall provide that the Employer adopt a policy to pay the full cost of health, dental, and group life insurance benefits, as well as pension plan premiums, during the period an employee is in receipt of payment under Article 17.03 (c) of the Collective Agreement. The Union shall pay the full cost of union dues.

This letter of agreement forms part of the Collective Agreement dated this ____ day of June, 2020.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF**

**THE CITY OF SAINT JOHN
("THE EMPLOYER")**

Witness

Mayor

Witness

Common Clerk

**LOCAL 18, CANADIAN UNION OF PUBLIC
EMPLOYEES ("THE UNION")**

Witness

President

Witness

Secretary

LETTER OF AGREEMENT

between

The City of Saint John, New Brunswick

and

The Canadian Union of Public Employees, Local 18 (Outside Workers)

WORKPLACE QUALITY AND WELLNESS

HEALTHY WORKPLACE – QUALITY WORKPLACE

1. A healthy workplace and a safe workplace is a high quality and productive workplace; one with a clear focus on the well-being of people and how those people contribute to organizational success. Achieving a high standard of wellness means adopting a philosophy of prevention and paying attention to details in the work environment. Such a workplace culture offers significant potential for improved employee well-being, enhanced service to the public and reduced negative effects related to health, safety, absences from duty and employee turnover.
2. The Employer and the Union seek to create and sustain a work environment that is healthy, safe and productive, and recognize that fitting investments in wellness can enhance organizational capacity to serve the public. The partnership envisioned through this initiative would have the Union work with the Employer in a strategy to integrate organizational wellness with employee and family wellness. It would be founded on principles of supportive management and employees who care about their work and their own well-being.
3. The parties understand that fundamental values, jointly held, are essential to creating a culture of wellness and success:
 - (a) *Mutual trust*: a shared sense of confidence among participants;
 - (b) *Genuine respect*: for people and concern for their well-being;
 - (c) *Integrity*: conduct that is honest, fair and ethical;
 - (d) *Commitment to quality*: service excellence to the public; and
 - (e) *Responsibility*: accountability towards meeting expectations.

QUALITY AND WELLNESS MODEL

4. The parties recognize that healthy, fair and progressive human resource management practices contribute to a healthy work environment, quality services and constructive labour relations. Critical success factors include leadership that values employees, conscientious supervision, employee participation and responsibility, labour and management involvement, two-way communication, learning and understanding the need for work-life balance.
5. The parties shall undertake a multi-dimensional quality and wellness initiative that covers safety management, order and cleanliness in work facilities, proactive return to work measures, duty to accommodate obligations, healthy active living and supportive employee assistance programs, employee benefits administration, and health and

wellness education.

6. By fostering quality and wellness, the initiative would seek outcomes related to improved employee health and well-being, lower health related costs and increased organizational productivity. Outcome monitoring shall focus on measurable performance indicators related to meeting specific success factors for both employees and the organization.
7. This initiative, coordinated through the *Mutual Interest Committee*, shall emphasize open communication, being proactive, timely intervention and ongoing reporting towards enhanced employee and organizational well-being. The parties believe in the philosophy of affording employees the *chance to know*, the *chance to explain* and the *chance to improve*.

PERFORMANCE MEASURES

8. Human Resources shall track performance statistics and costs in a variety of wellness related areas, including, but not limited to: accident frequency and severity; time lost from work due to injury on duty; Workers' Compensation assessment rates; regular attendance at work; and health, dental and drug plan usage.
9. The *Mutual Interest Committee* shall:
 - (a) Establish objectives related to measurable performance indicators, review quarterly reports on the information compiled, and report outcomes relative to objectives set semi-annually to the City Manager and the Recording Secretary of the Union; and
 - (b) Support the *Joint Health and Safety Committee* in its efforts to enhance safety management systems, and encourage healthy active living and participation in wellness education.

RETURN-TO-WORK PROGRAM

10. Each worker contributes to the effective delivery of services and to the overall success of the organization. Absences from duty as a result of illness or injury are costly and affect many, including workers, their families, managers, co-workers, health care providers, and the public we serve. The parties acknowledge the benefits of a timely return-to-work from illness or injury, and further recognize the importance of financial stability and support for employees absent from work due to illness or injury.
11. The *Return-to-Work Program* shall encourage employees absent from duty to focus on rehabilitation, help employees and managers understand their responsibilities related to return-to-work, and ensure full and constructive participation in the return-to-work process. It is the goal of the parties that employees absent from duty return to meaningful, safe and suitable employment as soon as it is appropriate to do so, preferably their pre-absence job.
12. A joint *Return-to-Work Program* shall come into effect on January 1, 2007.
13. The following principles shall guide development and administration of the *Program*:
 - (a) *Commitment* to a culture of quality, wellness and timely return-to-work.
 - (b) *Joint responsibility* for a timely return to meaningful, safe and suitable employment for employees absent from duty as a result of illness or injury.

- (c) *Involvement of the worker* in their rehabilitation and timely return-to-work.
- (d) *Consensus* based on interest-based principles and proactive, ongoing communication among partners in return-to-work.
- (e) *Meaningful and productive work* for returning employees that duly recognizes knowledge, skills and aptitudes.
- (f) *Rehabilitation and gradual transition* back to full regular or, when necessary, alternative duties.
- (g) *Obligations, responsibilities and rights* under the *Workers' Compensation Act* and the *Human Rights Act*.

14. Return-to-Work Committee

- (a) A joint Return-to-Work Committee shall develop and guide the *Return-to-Work Program*. The RTW Committee shall be of equal representation; two members designated each by the Union and the City Manager, facilitated by Human Resources. Health care professionals deemed essential by the Committee may be utilized. Members should be knowledgeable of obligations and responsibilities associated with return-to-work, have an understanding of the challenges often experienced by workers in returning after an absence, and appreciate the benefits of return-to-work and the full range of costs associated with workplace absences.
- (b) The Committee shall: develop procedures and guidelines, including a standard attending physician's form; provide guidance for suitable alternate work assignments; communicate and promote the *Program* in the workplace; organize return-to-work teams for individual return-to-work plans; provide guidance and support to workers, management staff, case managers, health and other return-to-work professionals, including representatives of WorkSafeNB; meet regularly and maintain a record of meetings; apply interest-based principles towards resolving any disputes that may arise; review and analyze data relevant to absences from duty; and recommend *Program* improvements. Members shall understand obligations, responsibilities and rights under the *Workers' Compensation Act* and the *Human Rights Act*.

15. Return-to-Work Teams

- (a) A return-to-work team shall be established to work with the employee in circumstances where a return-to-work plan is required, such as:
 - i. The worker has been absent from duty for eighty (80) consecutive hours; or
 - ii. The worker has been advised in writing of concern regarding work attendance; or
 - iii. Special intervention is needed in the opinion of Management or the Union.
- (b) A team shall include the employee, and one member designated each by the Union and the Department Head, and will be administered by a Case Manager (from Human Resources staff).
- (c) Each return-to-work team shall:
 - i. Develop the individual return-to-work plan for the employee;

- ii. Work proactively with the employee and health care professionals in the rehabilitation of the employee, including representatives of WorkSafeNB;
- iii. Encourage and support a timely, safe and healthy return to duty;
- iv. Ensure full dialogue with the employee and other stakeholders;
- v. Respect principles of confidentiality and need to know; and
- vi. Understand obligations, responsibilities and rights under the *Workers' Compensation Act* and the *Human Rights Act*.

16. Occupational Medical Advisor (OMA)

The Return-to-Work Committee shall appoint an Occupational Medical Advisor (OMA) to objectively assess medical information to make recommendations for design of individual return-to-work plans, and to act as a liaison with the employee's attending physician to understand relevant restrictions or limitations. The OMA shall be knowledgeable of the Employer's and the Union's obligations and responsibilities concerning accommodation and return-to-work, as well as the various agencies and professionals available to assist in the return-to-work process.

17. Training and Administration

- (a) Members of the Return-to-Work Committee and RTW teams shall be required to participate in joint training to prepare them for their respective roles and responsibilities.
- (b) *Program* design shall be documented in a City of Saint John business practice, with details and related procedures developed collaboratively by the Union and Management- with due recognition of specific obligations, responsibilities and rights under the *Workers' Compensation Act* and the *Human Rights Act*.

18. Confidentiality and Authorization to Disclose

- (a) The parties recognize individual rights regarding the confidentiality of employee medical information. Return-to-work procedures shall safeguard the confidentiality of that information with clear restriction to a need-to-know.
- (b) The disclosure of relevant medical information to the Occupational Medical Advisor (OMA) is essential to the return-to-work process. Sharing information on restrictions, limitations and prognosis for return-to-work shall be the responsibility of the employee.

19. Outline of the RTW Process

- (a) The need for return-to-work intervention is identified.
- (b) The Return-to-Work Committee assigns a return-to-work team.
- (c) The employee is informed and provided with a documentation package.
- (d) Required documentation, including the attending physician's statement, is forwarded to the Occupational Medical Advisor.
- (e) The OMA may request supplementary information from the attending physician to better understand response to treatment, limitations, restrictions, and prognosis for

return-to-work.

- (f) The OMA makes recommendations to the RTW Team and helps develop a return-to-work plan.
- (g) RTW Team oversees the specific return-to-work plan for the employee.
- (h) The Case Manager coordinates and reports on the process.
- (i) The employee is successfully reintegrated into the workplace.

SUSTAINED IMPROVEMENTS IN PERFORMANCE

20. From an organizational perspective, the Employer seeks to provide a receptive environment and support for positive health and well-being. Workplace wellness is an improvement strategy designed to support achievement of its vision for the future. The underlying goal of the City of Saint John is enhanced operational effectiveness, optimum value for money and better service to the public.

21. Reinvestment in Productivity

The Employer is prepared to share sustained and measurable productivity improvements with employees; monies that could be reinvested to supplement the employee share of monthly contributions for health, dental and travel coverage, as provided for in Article 23.02 of the Collective Agreement:

(a) Achieving Work Attendance Outcomes

- i. Where the average annual absences on sick leave (hours per employee) among all permanent employees (members of the bargaining unit) is less than sixty-four (64) hours per year, the Employer shall pay, the amount shown in Article 23.02, for the following calendar year only. The employee shall pay the remainder of the cost of monthly premiums. It is understood and agreed that such benefit shall extend to permanent employees only.
- ii. Where the average annual absences on sick leave (hours per employee) among all employees (members of the bargaining unit) is less than forty (40) hours per year, the Employer shall pay, the amount shown in Article 23.02, for the following calendar year only. The employee shall pay the remainder of the cost of monthly premiums. It is understood and agreed that such benefit shall extend to permanent employees only.

(b) Demonstrating Leadership and Long-Term Commitment

- i. In lieu of the five thousand dollar (\$5,000) paid-up insurance policy provided for in Article 23.01 of the Collective Agreement, employees who have averaged less than sixty-four (64) hours per year over their last ten (10) years of employment and retire may opt to receive a monthly amount of one hundred and fifty dollars (\$150) for a period of thirty-six (36) months after retirement.
- ii. In lieu of the five thousand dollar (\$5,000) paid-up insurance policy provided for in Article 23.01 of the Collective Agreement, employees who have averaged less than forty (40) hours per year over their last ten (10) years of

employment and retire may opt to receive a monthly amount of two hundred dollars (\$200) for a period of thirty-six (36) months after retirement.

22. (a) Recognition for Achievements

A system of recognition and awards for both organizational units and individuals shall be established through the Mutual Interest Committee. Key areas of focus shall include: safe driving/operating record;

- i. facility upkeep / maintenance rating;
- ii. community service;
- iii. quality service testimonials;
- iv. innovation;
- v. equipment care;
- vi. safe workplace;
- vii. healthy active living;
- viii. hazard elimination; and
- ix. others, as applicable.

(b) Recognition for Innovation and Community Service

The parties to this Agreement encourage innovation and community service. An employee or work team that develops innovative ideas and improved work methods, or makes positive contributions to the community shall be recognized by the City of Saint John. Nominations for such recognition may be made to the Department Head by any employee. Nominations shall be reviewed and duly evaluated for recognition by the Mutual Interest Committee.

Termination/Renewal

- 23.** The initiatives set out in this Letter of Agreement shall run for the term of the Collective Agreement, from January 1, 2020, to December 31, 2024. It may be terminated at the end of that term by either party, or may be renewed for a subsequent term by mutual agreement of the parties. Renewal will be based on the demonstrated success of the initiatives – in the opinions of the parties.
- 24.** Upon termination of these initiatives, all provisions set out herein shall become null and void.

This letter of agreement forms part of the Collective Agreement dated this ____ day of June, 2020.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF**

**THE CITY OF SAINT JOHN
("THE EMPLOYER")**

Witness

Mayor

Witness

**Common Clerk
LOCAL 18, CANADIAN UNION OF PUBLIC
EMPLOYEES ("THE UNION")**

Witness

President

Witness

Secretary