

**COLLECTIVE AGREEMENT**

**between**

**St. John's Port Authority**

**and the**

**Public Service Alliance of Canada**

**St. John's, Newfoundland & Labrador**

**January 1, 2004 to December 31, 2007**

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**ARTICLE 1**

**PURPOSE OF AGREEMENT**

- 1.01** The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the St. John's Port Authority (hereinafter referred to as the "Authority"), its employees and the Public Service Alliance of Canada (hereinafter referred to as the "Alliance"), and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02** Recognizing the common dependence of the Authority and of its employees upon the success of the Port of St. John's as a whole, the parties to this Agreement support the mutual objective of increased efficiency, and jointly promote the goodwill between the parties that is necessary to the achievement of this objective.

**ARTICLE 2**

**DEFINITIONS AND INTERPRETATIONS**

- 2.01** When used in this Agreement, each of the following words and phrases has the indicated meaning:
- (a) "**Agreement**" includes all schedules and any amendments to this Agreement;
  - (b) "**Bargaining Unit**" means the employees of the Authority as described in Article 4;
  - (c) "**Common-law Spouse**" means a person who has lived with an employee for a continuous period of at least one (1) year and publicly represented himself/herself as the employee's spouse and continues to live with the employee as if he/she was the employee's spouse.
  - (d) "**Compensatory Leave**" means leave with pay in lieu of cash payment for overtime, and such leave with pay will be equivalent in value to the cash payment that would otherwise have been made;
  - (e) "**Continuous Service**" means, the period of continuous employment of the employee by either or both of the Authority and the Government of Canada, and in addition shall be deemed to include:
    - (i) any period of not more than three months between one or more periods of continuous service.

Provided always that continuous service shall not include:

- (i) any period of employment (other than the current one) following which the employee was dismissed or released with just cause, or was declared to have abandoned his position, or was dishonourably discharged;
  - (ii) any period of employment with the Authority or the Government of Canada where the employee, following termination of his previous service, either received a pension in respect of such service or continued to receive a pension on re-employment;
  - (iii) for the purposes of Article 18, any period of employment with the Authority or the Government of Canada where the employee received severance following termination of his previous service;
  - (iv) any period of approved leave without pay in excess of 3 months granted for any purpose other than detailed in clauses 16.05 and 16.07;
- (f) **"Day of Rest"** in relation to an employee means a day other than a holiday or day of approved leave of absence on which that employee is not ordinarily scheduled to work;
- (g) **" Employee"**
- (i) "Casual employee" means a person who is not a member of the Bargaining Unit, employed on an intermittent basis.
  - (ii) "Full-time employee" means a person who is a member of the Bargaining Unit but excludes a co-op student or a casual person or term contract employee who is employed for a term of less than six months of continuous service with the Authority.
  - (iii) "Term contract employee" means a person who is a member of the Bargaining Unit and has a continuous service contract with the Authority for up to six (6) months but excludes a co-op student or a casual person.
- (h) **"Government of Canada"** includes all federal government departments, boards, tribunals, agencies, corporations which are Agents of Her Majesty, the Canadian Armed Forces and the Royal Canadian Mounted Police;
- (i) **"Employee Representative"** means an Authority employee who is appointed pursuant to Article 8;

- (j) **"Holiday"** means the twenty-four (24)-hour period commencing 00:01 hours of a day designated as a paid holiday in this Agreement;
- (k) **"Lay-off"** means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function;
- (l) **"Leave"** means authorized absence from duty by an employee during his regular or normal hours of work;
- (m) **"Membership Dues"** means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee or special levy;
- (n) **"Overtime"** means work authorized in advance and performed in excess of the employee's regular or normal scheduled hours of work; and
- (o) **Rates of Pay** are as follows:
  - (i) **"bi-weekly rate of pay"** means an employee's annual rate of pay divided by 26;
  - (ii) **"weekly rate of pay"** means an employee's annual rate of pay divided by 52;
  - (iii) **"daily rate of pay"** means an employee's weekly rate of pay divided by five (5);
  - (iv) **"hourly rate of pay"** means an employee's weekly rate of pay divided by the normal weekly hours of work established by this Agreement;
  - (v) **"time and one-half"** means one and one-half (1½) times the employee's hourly rate of pay; and
  - (vi) **"double time"** means two (2) times the employee's hourly rate of pay.

**2.02** Wherever used in this Agreement and unless the context requires otherwise, words importing the singular include the plural and vice versa, and words importing gender include the masculine and feminine gender.

**ARTICLE 3**

**APPLICATION**

- 3.01** The provisions of this Agreement apply to the Authority, its employees and the Alliance.

**ARTICLE 4**

**RECOGNITION**

- 4.01** The Authority recognizes the Alliance as the sole bargaining agent for all employees occupying positions as described in the certificate issued by the Canada Labour Relations Board on May 30, 1994.

**ARTICLE 5**

**STATE SECURITY**

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

**ARTICLE 6**

**MANAGEMENT RIGHTS**

- 6.01** Except to the extent provided herein, this Agreement in no way restricts the authority, function, right and power of those charged with managerial responsibilities in the Authority.

**ARTICLE 7**

**NO CESSATION OF WORK**

- 7.01** There shall be no lock-out by the Authority and no strike including any act designed to restrict or limit operations of the Authority by the Alliance or the employees during the period in which this Agreement is in force.

**ARTICLE 8**

**EMPLOYEE REPRESENTATIVES**

- 8.01** The Authority recognizes the right of the Alliance to appoint employees as representatives of the Authority's employees and, in their absence, their alternates. The Authority shall be advised, in writing, by the Alliance of the names of the representatives and their alternates prior to recognition by the Authority.
- 8.02** The Alliance and the Authority shall determine the jurisdiction and numbers of such representatives, having regard to the plan of organization, the number and distribution of employees at the work place and the administrative structure implied by the grievance procedure covered by this Agreement.
- 8.03** A representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a complaint of an urgent nature raised by an employee, to meet with Management for the purpose of dealing with a grievance and, to attend meetings called by Management. Such permission shall not be unreasonably withheld. The representative shall report back to his supervisor before resuming his normal duties.

**ARTICLE 9**

**LEAVE FOR ALLIANCE BUSINESS**

- 9.01** In the processing of complaints, grievances or disputes, the employee(s) directly concerned and their representative will:
- (i) where operational requirements permit, be granted reasonable time off for the purpose of attending meetings arranged with Management; and
  - (ii) be granted reasonable time off for the purpose of attending meetings or procedures arranged with a conciliator, a conciliation board or an arbitration board.

Where such meetings or proceedings as outlined above are held during the scheduled working hours of the employees concerned, there will be no deduction from their pay for such hours.

- 9.02** When operational requirements permit, the Authority shall grant time off to not more than two (2) employees who are attending meetings arranged with Management on behalf of the Alliance. Where such meetings are held during the scheduled working hours of the employees involved, there will be no deduction from their pay for such hours.



- 9.03** When operational requirements permit, the Authority shall **grant** reasonable leave without pay to not more than one (1) employee at any one time to attend Alliance Executive Council meetings, congress, convention or Alliance training courses.

**ARTICLE 10**

**CHECK OFF**

- 10.01** The Authority shall, as a condition of employment, **deduct** an amount equal to the amount of membership dues from the monthly pay of all employees in the Bargaining Unit.
- 10.02** The Alliance shall inform the Authority in writing of the **authorized** monthly deduction to be checked off from each employee in the Bargaining Unit.
- 10.03** For the purpose of applying clause 10.01, deductions **from** pay for the payment of membership dues and, if applicable, group life insurance premiums for each employee in respect of each month shall commence with the first **full** calendar month of employment to the extent that earnings are available. Where **an** employee does not have sufficient earnings in respect of any month to permit deductions, the Authority shall not be obligated to make such deductions from subsequent earnings.
- 10.04** The amounts deducted in accordance with this Article shall be remitted to the Comptroller of the Alliance in the month following their deduction and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 10.05** The Alliance agrees to indemnify and save the Authority harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Authority limited to the amount actually involved in the error.

**ARTICLE 11**

**INFORMATION FOR EMPLOYEES AND THE ALLIANCE**

- 11.01** The Authority agrees to supply the Alliance with the name and classification of each new employee in the Bargaining Unit in the month following their engagement.
- 11.02** The Authority agrees to provide each employee with one (1) copy of this Agreement.

- 11.03** The Authority agrees to provide bulletin board space for the posting of notices pertaining to elections, appointments, meetings, news items, and social and recreational affairs. The content of such notices or other material posted on bulletin boards shall not be detrimental to the Authority. Any items listed above shall refer directly to Alliance union business. It is to be understood that the bulletin board space shall not be for sole use of the Alliance.

**ARTICLE 12**

**RESTRICTION ON OUTSIDE EMPLOYMENT**

- 12.01** It is agreed by the parties that employment with the Authority is of primary importance; however, employees are not restricted from engaging in other employment outside the hours they are required to work for the Authority provided that such employment does not represent a conflict of interest or does not interfere with the employee's work at the Authority.

**ARTICLE 13**

**LEAVE -- GENERAL**

- 13.01** When the employment of an employee who has been granted more vacation, sick or other leave with pay than he has earned is terminated by death, he shall be considered to have earned the amount of leave with pay granted to him.
- 13.02** When the employment of an employee who has been granted more vacation or sick leave with pay than he has earned is terminated by lay-off, he is considered to have earned the amount of leave with pay granted to him if, at the time of his lay-off, he has completed two (2) or more years of continuous service.
- 13.03** When an employee, is in receipt of acting pay and is granted leave with pay; he is entitled during this period of leave to receive the acting pay if acting in the higher position on a continuing basis, or for a period of two (2) or more months prior to the period of leave, unless the regular incumbent returns to the position at the commencement of the leave.
- 13.04** The amount of leave with pay credited to an employee by the Authority at the time this Agreement is signed, or at the time he becomes subject to this Agreement, shall be retained by the employee.

**ARTICLE 14\***

**VACATION LEAVE**

**''(Note: Article 14 applies to full-time employees only; vacation leave or vacation payment for term contract employees will be in accordance with the Canada Labour Code)**

**14.01 Accumulation of Vacation Leave**

- (a) **An** employee shall earn vacation leave credits at the following rate for each calendar month during which he received pay for at least ten (10) days:
  - (i) For the first nine (9) years of continuous service, one and one-third (1 1/3) days per month, i.e., 16 days of vacation leave;
  - (ii) Commencing with the tenth (10) year of continuous service, one and three-quarters (1 3/4) days per month, i.e., 21 days of vacation leave;
  - (iii) Commencing with the twentieth (20) year of continuous service, two and one-sixth (2 1/6) days per month, i.e., 26 days of vacation leave;
  - (iv) Commencing with the thirtieth (30) year of continuous service, two and seven-twelfths (2 7/12) days per month, i.e., 31 days of vacation leave.

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

**14.01 Accumulation of Vacation Leave (Effective January 1,2005)**

- (b) An employee shall earn vacation leave credits at the following rate for each calendar month during which he received pay for at least ten (10) days:
  - (i) For the first nine (9) years of continuous service, one and one-half (1½) days per month, i.e., 18 days of vacation leave;
  - (ii) Commencing with the tenth (10) year of continuous service, one and eleven-twelfths (1 11/12) days per month, i.e., 23 days of vacation leave;
  - (iii) Commencing with the twentieth (20) year of continuous service, two and one-third (2 1/3) days per month, i.e., 28 days of vacation leave;

- (iv) Commencing with the thirtieth (30) year of continuous service, two and three-quarters (2 3/4) days per month, i.e., 33 days of vacation leave.

#### **14.02 Entitlement to Vacation Leave With Pay**

**An** employee is entitled to vacation leave with pay to the extent of his earned credits but an employee who has completed six (6) months of continuous service may receive an advance of credits equivalent to the anticipated credits for the vacation year.

#### **14.03 Granting of Vacation Leave**

The vacation year extends from January 1 to December 31. The employee shall advise the Authority of his vacation preference by May 31st of each year. In granting vacation leave with pay, the Authority shall, subject to its operational requirements make every reasonable effort to:

- (a) grant employees their vacation leave during the calendar year in which it is earned;
- (b) grant each employee vacation leave for at least three (3) consecutive weeks;
- (c) grant an employee vacation leave when requested if
  - (i) the period of vacation leave requested is less than a week, and
  - (ii) the employee gives the Authority at least one (1) working day's advance notice for each day of vacation leave requested;
- (d) permit an employee to carry all unused vacation leave credits into the next vacation year. However, no employee shall be allowed to carry more than one year's vacation leave credits from one vacation year to the next.

**14.04** The Authority may for good and sufficient reason grant vacation leave on shorter notice than that provided for in clause 14.03(c)(ii).

#### **14.05 Vacation Leave Scheduling**

Where a conflict develops respecting the granting of leave to more than one (1) employee at the same time, the Authority will consult with the employees' representative. Failing to reach agreement, seniority shall be the governing factor for the first such disagreement between two employees. In the event of a second disagreement, the reverse seniority will govern.

#### **14.06 Reinstatement of Vacation Leave Credits**

Where, in respect of any period of vacation leave, an employee is granted bereavement leave or sick leave exceeding three (3) days on production of a certificate from a qualified medical practitioner, the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Authority or reinstated for use at a later date.

#### **14.07 Recall From Vacation Leave**

- (a) The Authority will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave.
- (b) Where, during any period of vacation leave, an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Authority, that he incurs:
  - (i) in proceeding to his place of duty, and
  - (ii) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled, after submitting such accounts as are normally required by the Authority.
- (c) An employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 14.07(b) to be reimbursed for reasonable expenses incurred by him.

#### **14.08 Leave When Employment Terminates**

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

**14.09** Where the employee requests, the Authority shall grant the employee his unused vacation leave credits prior to termination of employment if this will enable him for purposes of severance pay, to complete the first (1st) year of continuous service in the case of lay-off, and the tenth (10th) year of continuous service in the case of resignation.

#### **14.10 Advance Payments**

Effective the beginning of the pay period immediately following sixty (60) days after the signing of this Agreement, the Authority agrees to issue advance payment of estimated net

salary for vacation period of two (2) or more complete weeks, provided a written request for such advance payment is received **from** the employee at least four **(4)** weeks prior to the last pay day before the employee's vacation period commenced.

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

## **ARTICLE 15**

### **DESIGNATED PAID HOLIDAYS**

**15.01** Subject to clause 15.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) The day fixed by proclamation of the Governor in Council for the celebration of the Sovereign's Birthday
- (e) St. John's Day
- (f) Canada Day
- (g) Orangeman's Day\*
- (h) Labour Day
- (i) The day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
- (j) Remembrance Day
- (k) Christmas Day
- (l) Boxing Day

\*

In the event Orangeman's Day is no longer recognized as a provincial or civic holiday, then the Authority, in its opinion, shall grant a day in each year that is recognized to be a provincial or civic holiday or, where in the opinion of the Authority, no such additional day is recognized as a provincial or civic holiday, the date set by the Authority.

**15.01 Effective January 1, 2005** and subject to clause 15.02, the following days shall be designated paid holidays for employees:

- (a) New **Year's** Day
- (b) Good Friday
- (c) The day fixed by proclamation of the Governor in Council for the celebration of the Sovereign's Birthday
- (d) St. John's Day
- (e) Canada Day
- (f) Labour Day
- (g) The day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
- (h) Remembrance Day
- (i) Christmas Day
- (j) Boxing Day

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

**15.03 Holiday Falling on a Day of Rest**

When a day designated as a holiday under clause 15.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first (1st) scheduled working day following his day of rest.

**15.04** When a day designated as a holiday for an employee is moved to another day under the provisions of clause 15.03.

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

**15.05 Compensation for Work on a Holiday**

When an employee works on a holiday, he shall be paid, in addition to the pay that he would have been granted had he not worked on the holiday.

- (a) One and one-half (1½) times his straight-time rate for the first seven and one-half (7½) hours worked, and double (2) time thereafter; or

- (b) upon request, and with approval of the **Authority**, he shall be granted compensatory leave.

### **15.06 Holiday Coinciding with Day of Paid Leave**

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

## **ARTICLE 16**

### **OTHER LEAVE WITH OR WITHOUT PAY**

#### **16.01 Marriage Leave**

After the completion of six (6) months' continuous employment with the Authority, an employee who gives the Authority at least ten (10) days' notice, shall be granted five (5) days of leave with pay for the purpose of getting married.

#### **16.02 Bereavement Leave \***

**\*(This sub-article applies to full-time employees only. Bereavement leave for the term contract employees will be in accordance with the Canada Labour Code.)**

For the purpose of this clause, immediate family is defined as father, step-father, mother, step-mother, brother, sister, spouse, common-law spouse, child or ward of the employee, father-in-law, mother-in-law, grandchild and relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) Where a member of his immediate family dies, he shall be entitled to leave with pay for a period of up to five (5) days which does not extend beyond the day following the funeral and may, in addition, be granted up to three (3) days' leave for the purpose of travel related to the death.
- (b) In special circumstances and at the request of the employee, bereavement leave may be extended beyond the day following the funeral but the total number of days granted must be consecutive and not greater in number than those provided for above and must include the day of the funeral.
- (c) An employee is entitled to leave with pay, up to a maximum of two (2) days in the event of the death of the employee's grandparent, and one (1) day in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, and uncle.



- (d) If, during a period of compensatory leave, **an** employee is bereaved in circumstances under which he would have been eligible for bereavement leave under paragraph (a), **(b)**, or **(c)** of this clause, he shall be granted bereavement leave and his compensatory leave credits shall be restored to the extent of any concurrent bereavement leave granted.

### **16.03 Court Leave**

Leave of absence with pay shall be granted to every employee, other than an employee on leave of absence without pay, or under suspension, who is required to serve on a jury or by subpoena or summons to attend as a witness in any proceeding held as authorized by law, or before an arbitrator or umpire.

### **16.04 Injury-on-Duty Leave \* —**

**\*(This sub-article applies to full-time employees only. Injury-on-Duty Leave for the term contract employee will be in accordance with the Canada Labour Code.)**

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Authority when a claim has been made pursuant to the Government Employees Compensation Act, and a Workplace Health Safety and Compensation Commission has notified the Authority that it has certified that the employee is unable to work because of

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

OR

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

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

### **16.05 Parental Leave**

After six (**6**) months of continuous service:

- (a) **An** employee is entitled to maternity/paternity/adoption leave without pay, subject to the following:

- (i) the employee submits **an** application in writing at least four **(4)** weeks before the day specified as the first day of leave unless there is a valid reason why such notice cannot be given within that timeframe; and
- (ii) provides a letter specifying the estimated date of the arrival of the child.
- (b) A pregnant employee is entitled to seventeen (17) weeks' paid maternity leave as described in clause 16.05 (d) which may commence no earlier than eleven (11) weeks before the expected date of birth and end no later than seventeen (17) weeks following the actual delivery date, plus an additional thirty-five (35) weeks' unpaid Child Care Leave.
- (c) Extensions for medical reasons shall be granted upon receipt of a medical certificate for employees on maternity leave, not to exceed one (1) year of leave.
- (d) An employee who agrees to return to work for a period of at least six (6) months and who provides the Authority with proof that the employee has applied for and is in receipt of Employment Insurance Benefits shall be paid a maternity leave allowance consisting of:
  - (i) an allowance of ninety-three percent (93%) of the employee's weekly rate of pay for the first two **(2)** weeks of the waiting period; and
  - (ii) up to a maximum of fifteen **(15)** weeks, payment equivalent to the difference between the Employment Insurance Benefits the employee is eligible to receive and ninety-three (93%) of the employee's weekly rate of pay. The total of Employment Insurance Benefits including maternity leave allowance and any other form of compensation shall not exceed ninety-three (93%) of the employee's weekly rate of pay;
  - (iii) the weekly rate of pay referred to in (i) and (ii) immediately above is the weekly rate of pay to which the employee is entitled for the classification prescribed in the certificate of appointment on the day immediately preceding the commencement of the maternity leave;
  - (iv) the pregnant employee has no vested rights to payments under the plan except to payments during a period of unemployment specified in the plan.
- (e) An applicant under clause 16.05 shall sign an agreement with the Authority providing:
  - (i) that the employee will return to work and work for a period of at least six (6) months less any period in respect of which she is granted leave with pay;

- (ii) that she will return to work on the date of the expiry of her pregnancy leave unless this date is modified with the Authority's consent.
- (f) Should the employee fail to return to work as per the provisions of clause 16.05 (e)(i), for reasons other than death or lay-off, the employee recognizes that she is indebted to the Authority for the amount received as maternity leave allowance.
- (g) The Authority may, where maternity leave without pay is requested, require the employee to submit a medical certificate certifying pregnancy.
- (h) Before commencing maternity leave without pay, an employee may elect to:
  - (i) use earned vacation and compensatory leave credits **up** to and beyond the date that her pregnancy terminates;
  - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates subject to the provision set out in the Sick Leave Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.
- (i) Upon termination of maternity leave, the employee will return to the position which she occupied prior to proceeding on maternity leave. If, however, due to reorganization the position has been abolished, then to a position at the same level.
- (j) A period of parental/adoption leave shall not exceed twenty-four (24) weeks commencing on the day the child comes into the employee's care. An employee may take one or more periods of child care leave, provided that the total child care leave shall not exceed twenty-four (24) weeks and ends no later than fifty-two (52) weeks after the child arrives at the employee's home.
- (k) Leave granted under this Article shall be counted for the calculation of continuous service, for the purpose of calculating severance pay and vacation leave.
- (l) Employees on parental leave are eligible to receive, upon written request, information concerning training, employment or promotion while on leave. In order to benefit from these opportunities, employees must, however, be able to attend the course when it is scheduled or to accept the new job or promotion and report to work on the date specified by the Authority.
- (m) The Authority will maintain an employee's coverage under benefit plans, including pension, health and disability plans, throughout the period of leave provided for in this agreement and maintain the share of contributions to such plans, conditional upon the employee also making his normal contributions, where applicable.

- (n) The employee shall give the Authority two (2) weeks' notice prior to return to work.

**16.06 Leave With Pay for Family-Related Responsibilities \***

**\*(This sub-article applies to full-time employees only.)**

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Authority shall grant leave with pay under the following circumstances:
- (i) up to one-half (½) day for a medical or dental appointment when the dependent family member is incapable of attending the appointments by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule appointments for dependent family members to minimise his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;
  - (ii) up to two (2) consecutive days of leave with pay to provide for the immediate and temporary care of a sick member of the employee's family;
  - (iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.
- (c) The total leave with pay which may be granted under sub-clause (b)(i), (ii) and (iii) shall not exceed five (5) days in a fiscal year.

**16.07 Leave With or Without Pay for Other Reasons**

At its discretion, the Authority may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent the employee's reporting for duty. Such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement.

**16.08 Credits Not to Accumulate**

Vacation and sick leave credits do not accumulate during any period of leave without pay.

**ARTICLE 17**

**SICKLEAVE**

**17.01 Credits**

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

**17.02 Granting of Sick Leave**

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

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

**17.03** Unless otherwise informed by the Authority, a statement signed by the employee stating that because of illness or injury he was unable to perform his duties shall be considered as meeting the requirements of clause 17.02 (a):

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

**17.04** If the period of sick leave exceeds five (5) days or if an employee has used more than ten (10) days' sick leave in any calendar year wholly on the basis of statements signed by him, he shall provide the Authority with a certificate signed by a qualified medical practitioner.

**17.05** **An** employee is not eligible for sick leave with pay during any period in which he is on leave of absence without pay or under suspension.

**17.06** Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 17.02, sick leave with pay may be granted.

- (a) for a period of up to twenty-five (25) days if he is awaiting a decision on an application for injury-on-duty leave; or
- (b) for a period of up to fifteen (15) days if he has not submitted **an** application for injury-on-duty leave, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

- 17.07** When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.
- 17.08** Sick leave credits for a term contract employee will be eliminated when employment terminates.

**ARTICLE 18**

**SEVERANCE PAY**

**18.01 Lay-Off**

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

- 18.02** In the case of an employee who is laid off for the first time, the amount of severance pay shall be two (2) weeks' pay for the first and one (1) week's pay for each succeeding complete year of continuous service, less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Authority and the Government of Canada, but the total amount of severance pay which may be paid under this clause shall not exceed twenty-eight (28) weeks' pay.
- 18.03** In the case of an employee who is laid off for a second or subsequent time, the amount of severance pay shall be one (1) week's pay for each completed year of continuous service, less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Authority and the Government of Canada, but the total amount of severance pay which may be paid under this clause shall not exceed twenty-seven (27) weeks' pay.
- 18.04** In no case shall the total amount of severance pay exceed twenty-eight (28) weeks' pay regardless of the number of times an employee is laid off.

**18.05 Resignation**

On resignation, subject to clause 18.07, an employee who has ten (10) or more years of continuous service, is entitled to be paid on resignation from the Authority, severance pay equal to the amount obtained by multiplying one-half (1/2) of his weekly rate of pay on resignation by the number of completed years of continuous service to a maximum of twenty-eight (28) weeks, less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave by the Authority and the Government of Canada.

**18.06 Retirement**

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

**18.07 Death**

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

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

**18.09** The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled in accordance with Schedule "A" of this agreement and shall not include acting pay.

**ARTICLE 19**

**HOURS OF WORK**

**19.01** For the purpose of this Agreement, a week shall consist of seven (7) consecutive days beginning at 00:01 hours Sunday morning and ending at 24:00 hours Saturday. A day is a twenty-four (24) hours period commencing at 00:01 hours.

**19.02** The scheduled work week shall be thirty-seven and one-half (37 1/2) hours per week, and the scheduled work day shall be seven and one-half (7 1/2) consecutive hours, exclusive of a lunch period, between the hours of 8:00 a.m. and 5:00 p.m., with the exception of Enforcement Officers whose hours shall be between the hours of 8 a.m. and 11:30 p.m.

**ARTICLE 20**

**OVERTIME**

**20.01 Assignment of Overtime**

Subject to operational requirements, the Authority shall make every reasonable effort

- (a) to allocate overtime work on an equitable basis among readily available qualified full-time employees, where possible, and
- (b) to give employees who are required to work overtime adequate advance notice.

**20.02** An employee is entitled to overtime compensation to the closest fifteen (15) minute period of overtime worked by him at the following rates:

- (a) Time and one-half (1 ½ ) except as provided for in clause 20.02 (b);
- (b) (i) Double time (2T) for all hours of overtime worked in excess of seven and one-half (7 ½ ) consecutive hours of overtime in any contiguous period; and
- (ii) Double time (2T) for all hours worked on the second and subsequent day of rest.

**20.03** (a) Overtime shall be compensated in cash except where upon mutual agreement between the employee and the Authority overtime may be compensated in compensatory leave with pay.

(b) The Authority shall grant compensatory time off at times convenient to both the employee and the Authority.

(c) Compensatory leave with pay not used by the end of the calendar year will be paid for in cash.

(d) Where applicable, the Authority will endeavour to pay cash compensation for overtime as soon as possible but in any event, not later than the pay period following that in which it was earned.

**20.04 Call-Back (Reporting Pay)**

When an employee is recalled to work overtime which is not contiguous to his scheduled hours of work, he shall be entitled to the greater of

- (a) compensation at the applicable overtime rate, or



- (b) compensation equivalent to four **(4)** hours' pay at the rate of time and one-half (1U).

**20.05 Standby Pay**

Where the Authority requires an employee to be available on standby during off-duty hours, an employee shall be entitled to the following standby payment for every hour he is required to be on standby:

- 1) January 1 to December 31, 2004 - \$1.60 per hour;
- 2) January 1 to December 31, 2005 - \$1.68 per hour;
- 3) January 1 to December 31, 2006 - \$1.76 per hour; and
- 4) January 1 to December 31, 2007 - \$1.81 per hour.

No standby payment shall be granted if an employee is unable to report for duty when required.

**20.06 Meal Allowance**

An employee who works four or more consecutive hours of overtime is entitled to a reasonable meal break included in overtime plus a current local meal allowance (LUNCH).

**20.07 No Pyramiding of Payments**

Payments provided herein shall not be pyramided; that is, there shall be no duplication of overtime payments for the same hours worked.

**ARTICLE 21**

**TRAVELLING**

**21.01** Where an employee is required by the Authority to travel on Authority business outside his headquarters area, his method of travel shall be determined by the Authority and he shall be compensated in the following manner:

- (a) On a normal working day on which he travels but does not work, the employee shall receive his regular pay for the day.
- (b) On a normal working day on which he travels and works, the employee shall be paid:
  - (i) his regular pay for the day for a combined period of travel and work not exceeding the normal number of scheduled hours in his work day, and
  - (ii) at the applicable overtime rate for additional hours of travel in excess of those specified in clause 19.02, with a maximum payment for such additional travel

time not to exceed seven and one-half (7 ½ ) hours' pay at the straight-time rate in any day.

- (c) On a day of rest or on a designated holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of seven and one-half (7½) hours' pay at the straight-time rate.
- (d) The provisions of this Article do not apply to an employee during his stay at an intermediate or final destination.

**ARTICLE 22**

**USE OF EMPLOYEE-OWNED MOTOR VEHICLE**

- 22.01** An employee shall not use his privately owned motor vehicle on any Authority business unless he is directed by the Authority or he obtains permission from the Authority to do so.
- 22.02** An employee who uses his motor vehicle on any Authority business shall be entitled to the applicable car mileage allowance.

**ARTICLE 23**

**INSURANCE PLANS**

- 23.01** The Authority agrees to pay the full cost of the required premium contributions for each full-time employee to the following plans:
  - (a) Extended Health Care Plan
  - (b) Dental and Vision Care Insurance Programs providing the same coverage available to other employees at the Authority
  - (c) Basic Life Insurance
  - (d) Long-Term Disability Insurance Plan
  - (e) Supplementary Life Insurance Plan

**ARTICLE 24**

**PAY**

**24.01** An employee is entitled to be paid for services rendered at:

- (a) the pay specified in Schedule "A" for the classification of the position to which an employee has been appointed by personnel certificate;
- (b) where an employee is assigned a classification and level for which no rate is stipulated in Schedule "A" or if during the time of this Agreement a new classification is established and implemented by the Authority, such rate shall be established jointly by the Authority and the Alliance. Where the parties are unable to agree, then any dispute as to the rate shall be resolved by the grievance procedure. Where necessary, an interim temporary rate may be established by the Authority.

**24.02 (a)** Where an employee is required to perform for a period of three (3) working days or more, the duties of a higher position than the one held by him and to which this Agreement applies, he shall be paid acting pay during that temporary period calculated as if he has been appointed to the higher position from the first day.

NOTE:

- (i) Acting pay must be authorized by an appropriate official of the Authority.
  - (ii) The performance of minor duties for short periods of time shall not constitute appropriate conditions for the receipt of acting pay.
  - (iii) Payments for periods of acting pay exceeding three (3) days may be payable either in the pay period after which it was worked or at the first of each quarter except that when the accumulative total reaches fifteen (15) days it shall be paid at the next appropriate pay period.
- (b) Where in accordance with clause 24.02(a) an employee is required to perform all the duties of a higher position, he shall be placed in the higher pay range at a point which will provide him with an increase of not less than One Thousand Dollars (\$1 000.00) per annum.

**24.03** Employees shall be paid every second Thursday. If a pay day should coincide with a designated holiday, the employee shall be paid on the preceding working day.

**24.04** The Authority agrees to continue its current practice of providing employees with regular statements indicating gross salary, overtime pay, itemised deductions and net pay.

**24.05** Subject to Satisfactory performance of duties as determined by managerial assessment, an employee who is not being paid at the maximum of his scale, will be granted a salary

increment to the next step on his salary scale **as** per Schedule **A** on his most recent twelve (12) month anniversary date for performance review purposes, until the maximum rate of pay is reached.

**24.06** The anniversary date for performance review purposes shall be a twelve (12) month period and shall be **January 1** of each year or the anniversary date of the employee's appointment to the position.

**24.07** Where the Authority elects to withhold a salary increment, it will advise the employee accordingly, in writing, prior to the due date of the salary increment.

## ARTICLE 25 \*

### STATEMENT OF DUTIES

**\*(This article applies to full-time employees only.)**

**25.01** The Authority shall, on appointment to a position or upon written request of an employee, provide the employee with a copy of his position description.

**25.02** Each position to which this Agreement applies shall be classified in accordance with the Authority's classification plan or any amendment, addition or deletion thereto which has been developed and implemented following consultation with an authorized representative of the Bargaining Unit.

## ARTICLE 26

### SENIORITY

**26.01** A seniority list of employees covered by this Agreement shall be posted by the Authority within thirty (30) days following signing of this Agreement and annually in January each year. Such lists shall show the names and dates of last entry into Authority service from which date seniority shall accumulate.

**26.02** An employee transferred or promoted to a position which is excluded from the Bargaining Unit shall, in the event of his subsequent return to the Bargaining Unit within twelve (12) months, be reinstated on the seniority list as if he had remained in the Bargaining Unit. If such an employee returns to the Bargaining Unit after twelve (12) months following his transfer or promotion, his seniority date shall be the date of his return to the Bargaining Unit.

- 26.03** An employee who has been laid off shall retain his seniority status for a period of fifteen (15) months. If recalled to service in a classification covered by this Agreement within fifteen (15) months of the day of lay-off, he shall be reinstated with seniority status held at time of lay-off.
- 26.04** An employee who resigns or is discharged for cause shall forfeit all seniority rights under this Agreement.
- 26.05** When two (2) or more employees are hired by the Authority on the same calendar date, the employee whose surname is first alphabetically will be shown as such on the seniority list.
- 26.06** Protests in regard to seniority status shall be submitted in writing to the Authority within thirty (30) days of the publication of the list. When proof of error is presented by an employee or his representative, such error shall be corrected and when corrected, the agreed upon seniority date shall be final.
- 26.07** An employee with less than six (6) months' service shall be on probation and may not exercise seniority rights nor grievance procedures relating to his separation while on this initial probationary period.

## **ARTICLE 27**

### **APPOINTMENTS, PROMOTIONS AND TRANSFERS**

- 27.01** Where the Authority determines that a vacancy exists in a classification other than a Level 1 classification to which this Agreement applies, a bulletin giving all relevant information of the position will be posted as soon as possible after the determination of the said vacancy. The bulletin shall be posted for five (5) working days in places accessible to the employees.
- 27.02** The appointment, promotion or transfer of staff within the Bargaining Unit shall be based upon the Authority's assessment of the applicant best qualified to perform the duties of the position as described in the bulletin after giving consideration to the following factors:
- (a) The ability, knowledge, education, skill and efficiency of the applicant to perform the duties of the position;
  - (b) Where, in the judgement of the Authority, the factors in Clause 27.02(a) are relatively equal, seniority shall govern.
- 27.03** The name of the successful candidate shall be bulletined within ten (10) working days after the successful candidate has been notified. This notice shall be posted and a copy made available to the Alliance Local.

- 27.04** All employees shall be on probation for a period of six (6) months.
- 27.05** An employee who is appointed, promoted or transferred to a position in accordance with clause 27.02 shall be on probation in the new position for a period of three (3) months. If during such probationary period the Authority decides that the employee does not possess the necessary capabilities to satisfactorily perform the full duties of the position, the probationary period shall be extended for a further period of time not exceeding three (3) months. Where the probationary period is to be extended beyond the initial three (3) months, the employee shall be advised accordingly in writing.
- 27.06** Where, as a result of action taken under clause 27.01 and clause 27.02, it is determined by the Authority that there are no qualified employee applicants for the bulletined position, the Authority may then fill the vacancy by any other selection process.
- 27.07** The selection process as stipulated by this Article will not apply when engaging casual or temporary staff for a term of six (6) months or less.
- 27.08** A permanent employee who has been appointed to a casual or temporary position shall, on termination of such casual or temporary appointment, revert to the position from which he was appointed.

**ARTICLE 28 \***

**JOB SECURITY, LAY-OFF AND RECALL TO SERVICE**

**\*(NOTE: Article 28 applies to full-time employees only.)**

- 28.01** The Authority reserves the right to lay-off employees on minimum notice of:
- (a) nine (9) months for an employee who has ten (10) or more years continuous employment with the Authority; or
  - (b) three (3) months for an employee who has less than ten (10) years continuous employment with the Authority.
- 28.02** The Authority will give all reasonable consideration to continued employment in the Authority of employees who become redundant as a result of technological change, discontinuance of a function or other action initiated by the Authority.
- 28.03** When an employee is laid off and there are no other positions at the same classification level or higher to which he may be transferred, the Authority shall, on written request of the employee, permit the employee to take an accelerated lay-off in which case the provisions of clauses 18.02 or 18.03, as applicable, will apply.

- 28.04** An employee who has been laid off shall be placed on a lay-off list in order of seniority and by classification and his name shall remain thereon for fifteen (15) months.
- 28.05** Within fifteen (15) months of lay-off date, where the Authority has a job opening in the classification level of the laid-off employee, or in a classification and level for which the employee is qualified and willing to accept, the Authority shall, in order of seniority, recall to service such employee in preference to all other persons.

## ARTICLE 29

### EMPLOYEE PERFORMANCE REVIEW — AND EMPLOYEE FILES

- 29.01** When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. An employee's signature on his assessment form will be considered to be an indication only that its contents have been read and shall not indicate his concurrence with the statements contained on the form.
- 29.02** When any written document, which could be considered detrimental to an employee's career, is placed on his personal file, the employee shall be given an opportunity to sign the document in question to indicate that its contents have been read and explained.
- 29.03** Upon written request of an employee, the personal files of that employee may be made available once per year for his examination in the presence of an authorized representative of the Authority.

## ARTICLE 30

### EMPLOYER DIRECTIVES

- 30.01** The Authority shall provide the employees' representative with a copy of those personnel directives directly affecting employees of this Bargaining Unit.

**ARTICLE 31**

**DISCIPLINE**

- 31.01** No disciplinary action shall be taken against an employee for his behaviour outside working hours unless, in the opinion of the Authority, there is evidence that such behaviour has brought the Authority into public disrepute.
- 31.02** Except in the case of counselling, the Authority shall provide an employee with a written record of any disciplinary action taken against him, and such written record shall include the reason for the disciplinary action. A copy of such written record shall be forwarded under confidential cover to the employees' representative if the employee so agrees.
- 31.03** Except in the case of counselling, an employee is entitled to have an employee representative present at a meeting for which the purpose is to render a disciplinary decision concerning him or her.
- 31.04** Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

**ARTICLE 32**

**GRIEVANCE PROCEDURE**

**32.01** Consultation

When an employee feels he has a complaint, he shall consult with his supervisor in respect to such complaint, accompanied, if he so wishes, by an employee representative.

**32.02** Formal Grievance

- (a) When an employee feels himself to be aggrieved, he shall be entitled to file a written grievance in the manner hereinafter prescribed.
- (b) **An** employee representative may be present at any level of the grievance procedure.

**32.03** Step No. 1

- (a) Subject to clause 32.02, an employee may present a grievance to the designated representative of Management at Step No. 1 not later than the fifteenth (15) day after the circumstances giving rise to the grievance.



- (b) Management's designated representative at Step No. 1 shall reply to an employee's grievance within fifteen **(15)** days after the grievance is presented.
- (c) Management's representative at Step No. 1 is the department Manager.

**32.04 Step No. 2**

- (a) Subject to clause 32.02, an employee may present a grievance to Management's representative at the second step when the decision rendered by Management's representative at the first step is not satisfactory to him within fifteen (15) days after that decision has been rendered.
- (b) Management's designated representative at Step No. 2 shall reply to an employee's grievance within twenty (20) days after the grievance is presented.
- (c) Management's representative at Step No. 2 is the President & CEO or his representative.

**32.05** A grievance arising directly between the Authority and the Alliance involving the interpretation, application or alleged violation of this Agreement shall be submitted in writing.

In the case of the Alliance, such a grievance shall be submitted to the Authority's designated representative at Step No. 2 of the grievance process within fifteen (15) days after the date on which it becomes aware of the circumstances giving rise to the grievance. In the case of the Authority, such a grievance shall be presented to the Alliance within fifteen (15) days of the date on which it becomes aware of the circumstances giving rise to the grievance. When such a grievance is received by either party, a meeting shall be convened between representatives of the two **(2)** parties within ten (10) days in effort to resolve the issue in dispute. Failing settlement within fifteen (15) days of the date on which the grievance was submitted, the grievance may be referred to arbitration, as hereinafter provided. The parties agree that such a grievance shall not be submitted solely to circumvent the normal grievance procedure.

**32.06** When an employee has been represented in the presentation of his grievance, the Authority will provide the appropriate representative with a copy of the Authority's decision at each step of the grievance procedure at the same time that the Authority's decision is conveyed to the employee.

**32.07** When the Authority discharges an employee, the grievance procedure shall be as follows:

- (a) the grievance may be presented at the Step No. 2 only, within fifteen (15) days following his discharge; and

- (b) the twenty (20) day time limit within which the Authority is to reply at the Step No. 2 is extended to **twenty-five (25)** days.
- 32.08** An employee may, by written notice to the Management representative processing his grievance, abandon the grievance.
- 32.09** Failing a reply from the Authority within the time limits specified at any step, the employee may, within the next ten (10) days, submit the grievance to the next higher step of the grievance procedure.
- 32.10** Any employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance.
- 32.11** A grievance of an employee shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Authority.
- 32.12** A duly accredited representative of the Alliance may be permitted access to the Authority's premises to assist in the resolution of a complaint or grievance, and to attend meetings called by Management, provided prior permission is obtained in each case from the Authority.
- 32.13** In determining the time limits within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and Holidays shall be excluded.
- 32.14** The time limits stipulated in this Article may be extended by mutual agreement, between the Authority and the employees, and where appropriate, the Alliance.

### **ARTICLE 33**

#### **ARBITRATION**

- 33.01** Where a difference arises between the parties relating to the adjustment of a grievance, the Alliance may, after exhausting the grievance procedure established in Article 32, notify the other party in writing within thirty (30) days of its intention to refer the matter to a Board of Arbitration and the name of its nominee to such a Board.
- 33.02** A Board of Arbitration established pursuant to this Article shall consist of one (1) member selected by the Authority and one (1) member selected by the Alliance together with a third member who shall be the Chairperson and who shall be jointly selected by the other two members. If agreement cannot be reached as to the selection of a Chairperson, either party may then request the Federal Minister of Labour to appoint a Chairperson.

- 33.03** The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 33.04** Each party shall pay its own expenses and the expenses of its nominee and the parties shall share equally the expenses and fees of the Chairperson.
- 33.05** An Arbitration Board shall have no power to alter, add to, subtract from, amend, modify or substitute any part of this Agreement.
- 33.06** By mutual agreement, a single arbitrator may be asked to render decision on a dispute in which case his fee and expenses shall be borne equally by the parties.
- 33.07** In determining the time limits within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and Holidays shall be excluded.
- 33.08** The time limits stipulated in this Article may be extended by mutual agreement, between the Authority and the employees, and where appropriate, the Alliance.

## **ARTICLE 34**

### **JOINT CONSULTATION**

- 34.01** Recognizing the community of interest in the efficient operation of the Authority and believing that the basis of good industrial relations rests upon satisfactory cooperation, the Authority and the Alliance agree to work together in the establishment and operation of a Labour-Management Consultation Committee. Such consultation committee will be established within four (4) months after the signing of this Agreement and the guidelines will be established by the Authority and the Alliance.
- 34.02** Consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on any subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

## **ARTICLE 35**

### **TECHNOLOGICAL CHANGES**

- 35.01** "Technological changes" means:

- (a) the introduction by the Authority into its work, undertaking or business, of equipment or material of a different nature or kind than that used;
- (b) a change in the manner in which the Authority carries on any work, undertaking or business, when such change is directly related to or results from the introduction of the equipment or material referred to in (a) above.

**35.02** At least one-hundred and twenty (120) days prior to the date on which a technological change is to be effective the Authority shall give the Alliance written notice of the proposed change. Such notice shall include:

- (a) the nature of the technological change;
- (b) the date upon which the Authority proposes to effect the technological change;
- (c) the approximate number and type of employees likely to be affected by the technological change.

**35.03** Within the one-hundred and twenty (120) days specified in clause 35.02, the Authority agrees to consult with the Alliance with a view to resolving problems which may arise as a result of the introduction of technological change.

## **ARTICLE 36**

### **HEALTH AND SAFETY**

#### **36.01 Health and Safety**

The Authority shall continue to make reasonable provisions for the occupational safety and health of employees. The Authority will welcome suggestions on the subject from the Alliance, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

#### **36.02 Personal Clothing**

The Authority will provide such protective clothing which, in its judgement, is required for a particular job.

**ARTICLE 37**

**EMPLOYEE ASSISTANCE PROGRAM**

**37.01 Employee Assistance Program**

The Authority will continue to provide an Employee Assistance Program.

**ARTICLE 38 \***

**RETIREMENT ASSISTANCE**

**\*(NOTE: Article 38 applies to full-time employees only.)**

**38.01 Retirement Assistance**

Upon reaching age forty-five (45), employees to whom this Agreement applies shall be entitled to attend, on the Authority's time if necessary, and at the Authority's expense, a pre-retirement course selected by the Authority. Any employee, who has previously attended a retirement assistance course paid for the Authority, is excluded from this Article.

**ARTICLE 39**

**ASSOCIATION MEMBERSHIP**

**39.01 Association Membership**

The Authority shall pay association membership fees for an employee who, as a condition of employment, is required to be a member of a professional organization.

**ARTICLE 40**

**SEXUAL HARASSMENT**

**40.01** The Alliance and the Authority recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place.

**40.02** *An* employee is encouraged to avail of the Authority's policy on sexual harassment, but if the employee decides not to use this policy, the employee may use the grievance procedure as follows:

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- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of 40.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

**ARTICLE 41**

**RE-OPENER OF AGREEMENT**

41.01 This Agreement, other than its term, may be amended by mutual consent.

**ARTICLE 42**

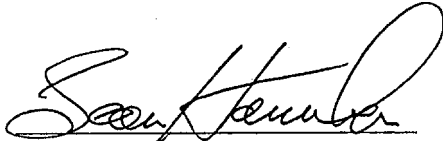
**DURATION AND RENEWAL**

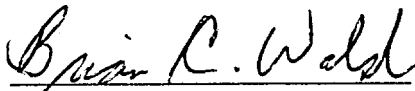
42.01 The duration of this Agreement shall be from January 1, 2004 to December 31, 2007.

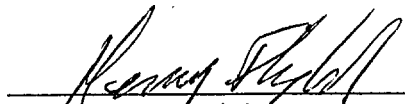
Unless otherwise stipulated, the provisions of this Agreement shall become effective on the date this Agreement is signed.

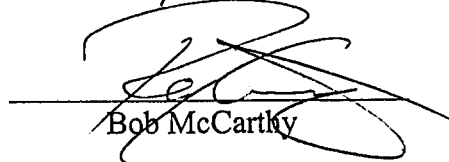
Signed at St. John's, Newfoundland, this 15 day of Sept, 2004

**ST. JOHN'S PORT  
AUTHORITY**

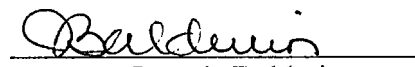
  
Sean Hanrahan

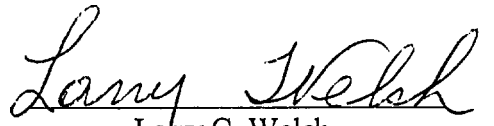
  
Brian C. Walsh

  
Henry Flight


  
Bob McCarthy

**PUBLIC SERVICE ALLIANCE  
OF CANADA**

  
Jeannie Baldwin

  
Larry C. Welsh

  
Leo Browne

  
Gary Holwell

**Collective Agreement**

**SCHEDULE "A"**

<b>ANNUAL RATES OF PAY</b>						
<b>2.5% Increase effective January 1, 2004</b>						
<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Level 1	\$28,270	\$29,685	\$31,100	\$32,520	\$33,920	\$35,330
Level 2	\$31,540	\$33,125	\$34,695	\$36,280	\$37,845	\$39,420
Level 3	\$39,150	\$41,115	\$43,065	\$45,030	\$46,980	\$48,935
Level 4	\$41,325	\$43,395	\$45,455	\$47,520	\$49,590	\$51,655
Level 5	\$43,495	\$45,675	\$47,850	\$50,020	\$52,200	\$54,375

<b>ANNUAL RATES OF PAY</b>						
<b>2.7% Increase effective January 1, 2005</b>						
<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Level 1	\$29,035	\$30,485	\$31,940	\$33,400	\$34,835	\$36,285
Level 2	\$32,390	\$34,020	\$35,630	\$37,260	\$38,865	\$40,485
Level 3	\$40,205	\$42,225	\$44,230	\$46,245	\$48,250	\$50,255
Level 4	\$42,440	\$44,565	\$46,680	\$48,805	\$50,930	\$53,050
Level 5	\$44,670	\$46,910	\$49,140	\$51,370	\$53,610	\$55,845

<b>ANNUAL RATES OF PAY</b>						
<b>2.7% Increase effective January 1, 2006</b>						
<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Level 1	\$29,820	\$31,310	\$32,800	\$34,300	\$35,775	\$37,265
Level 2	\$33,265	\$34,940	\$36,590	\$38,265	\$39,915	\$41,580
Level 3	\$41,290	\$43,365	\$45,425	\$47,495	\$49,555	\$51,610
Level 4	\$43,585	\$45,770	\$47,940	\$50,125	\$52,305	\$54,480
Level 5	\$45,875	\$48,175	\$50,465	\$52,755	\$55,055	\$57,355

<b>ANNUAL RATES OF PAY</b>						
<b>2.7% Increase effective January 1, 2007</b>						
<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Level 1	\$30,625	\$32,155	\$33,685	\$35,225	\$36,740	\$38,270
Level 2	\$34,165	\$35,885	\$37,580	\$39,300	\$40,995	\$42,705
Level 3	\$42,405	\$44,535	\$46,650	\$48,775	\$50,895	\$53,005
Level 4	\$44,760	\$47,005	\$49,235	\$51,480	\$53,715	\$55,950
Level 5	\$47,115	\$49,475	\$51,830	\$54,180	\$56,540	\$58,905

St. John's Port Authority  
and  
Public Service Alliance of Canada

APPENDIX "A"

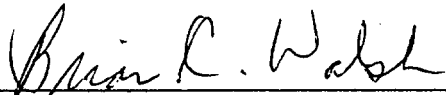
LETTER OF UNDERSTANDING

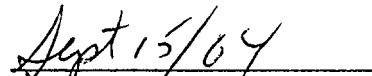
September 3, 2004

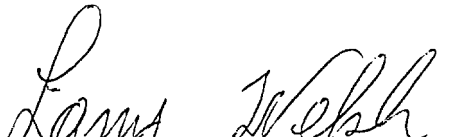
This letter sets forth the understanding reached during negotiations with respect to a "one-time" payment.

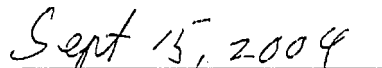
The SJPA will pay to each member of the bargaining unit a "one-time" payment that is calculated as follows:

- A lump-sum payment of \$2,500 less any gross retroactive pay on regular earnings; and
- Retroactive pay will be calculated back to January 1, 2004 as per the salary adjustments contained on Schedule "A".

  
\_\_\_\_\_  
Brian C. Walsh, Manager  
Corporate Services

  
\_\_\_\_\_  
Date Signed:

  
\_\_\_\_\_  
Larry Welsh  
PSAC Representative

  
\_\_\_\_\_  
Date Signed:

40  
/