

COLLECTIVE AGREEMENT

BETWEEN



CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 76-1

**EMPLOYEES OF THE
REGIONAL MEMORIAL CIVIC CENTRE**

AND



THE CITY OF CAMPBELLTON

Expiration date December 31, 2020

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This agreement made in duplicate this 25 day of March 2015.

BETWEEN: **THE CITY OF CAMPBELLTON**, herein called
the Employer;

Party of the First Part;

AND: **THE CANADIAN UNION OF PUBLIC EMPLOYEES**
(Civic Centre Employees) Local 76-1; herein called the
Union;

Party of the Second Part.

PREAMBLE

WHEREAS it is the desire of both parties to this agreement:

1. To maintain harmonious relations and to settle conditions of employment for the continuous and effective operation of the Regional Memorial Civic Centre, to strive to improve the quality and efficiency of service supplied to the public;
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, services, employment, etc.;
3. To encourage efficiency in operations;
4. To promote the well-being, morale, safety, security and productivity of all employees within the Bargaining Unit;

Now THEREFORE the PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - MANAGEMENT RIGHTS

1.01 Management Rights

The Union recognizes that all the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement as being retained by the Employer.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in the classifications set-out in Appendix "A" hereto subject to Article 2.04 and Article 19.06.

2.02 No other agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.

2.03 Work of the Bargaining Unit

Persons, who are not in the bargaining unit, shall not perform the work of any employee in the bargaining unit except in an emergency, or when no other employee is available, or for purposes of instruction or training, or in cases mutually agreed by the parties. This will not limit the performance of incidental work or assistance by supervisors, inquiries and verification by supervisors on completed work; and provided that in itself does not reduce the regular hours of work or pay or cause a layoff of an employee.

Definition of Emergency: Emergency means a sudden unexpected occurrence demanding immediate action.

2.04 Students, Grants, Casual Labours

It is understood that the Employer may employ students and other persons on grant programs or government contracts on a temporary basis to act as relief to bargaining unit personnel and to assist in the operations of the Centre where additional help is required as long as it does not reduce the regular scheduled hours of work of bargaining unit employees.

Such persons will not be covered by the provisions of the collective agreement.

The Employer may engage casual labour persons on a temporary basis to supplement the work force, as long as part-time employees are offered casual hours up to 40 hours per week and it does not reduce the regular scheduled hours of work of the bargaining unit employees.

Such casual persons will not be covered by the provision of the Collective Agreement. The Employer will provide an up to date list to the Union of all casual persons hired during the year in January of each year, upon demand.

ARTICLE 3 - DEFINITIONS

3.01 Permanent Full-time

A Permanent full-time employee is an employee awarded a permanent full-time position through the job posting process set out in article 19.

3.02 Part-time

A Part-time employee is an employee who is hired to work on a part-time basis and awarded a part-time position in accordance with article 19.

ARTICLE 4 - CORRESPONDENCE

4.01 Correspondence

All correspondence arising out of this agreement or incidental thereto shall pass to and from the Chief Administrative Officer or his/her designate, and the Secretary of the union.

4.02 Union Notification

The Union shall be notified of all promotions, demotions, hiring, lay-offs, transfers, recalls, resignations, retirements or other termination of employment and those who have completed their probationary period.

ARTICLE 5 - RESOLUTIONS AND REPORTS

5.01 Resolutions and Reports

Copies of all motions, budget cuts and restraints, resolutions and bylaws or rules and regulations adopted by the employer which directly affect the application of the agreement will be made available to the Union upon request.

Where possible, matters of policy affecting the conditions of employment shall be communicated by the Employer to the Union in time to afford the Union a reasonable opportunity to consider them and if deemed necessary, of referring the matter to the Labour Management Committee.

ARTICLE 6 - UNION MEMBERSHIP AND DUES CHECK OFF

6.01 All Employees to be Members

All employees, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union. All future employees shall, and remain members in good standing of the Union within thirty (30) days of employment with the Employer.

6.02 Check Off

The Employer shall deduct any dues, initiation fees, or assessments levied, in accordance with the Union Constitution and Bylaws. The Union shall hold the Employer harmless from any suits or demands made by virtue of the operation of this article.

6.03 Deductions

Such deductions shall be forwarded to the Secretary-Treasurer of the Local Union #76 within five (5) working days of each pay period, together with a list of names and classification from whom deductions have been made.

6.04 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type the amount of union dues paid by each union member in the previous year on said slips.

ARTICLE 7- DISCRIMINATION

7.01

- (a) The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, religion, sexual orientation, sex, or marital status, physical handicap, nor by reason of membership or activity in the Union.
- (b) The parties recognize the right of employees to work in a harassment free environment and that harassment at the workplace shall not be tolerated.

An employee has the right to be accompanied by a person of his choice during the interview of the harassment process according to the Province of New Brunswick Harassment in the workplace Policy.

ARTICLE 8- LABOUR MANAGEMENT RELATIONS

8.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the union. In order that this may be carried out, the union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union

with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8.02 Technical Information

The Employer shall make available to the Union, on request; information required by the Union, such as wage rates, positions in the bargaining unit, job classifications, current weekly overtime list, financial and actuarial information pertaining to pension and welfare plans and other cost detail documents that are related to collective bargaining.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee

It is agreed by both parties of this Agreement that the Labour-Management Committee shall be established and continues in operation. This committee shall consist of two (2) members appointed by the Employer and two (2) members appointed by the Union.

9.02 Jurisdiction of Committee

The Committee shall function in an advisory capacity only and shall not have the power to alter, amend, add to, or modify the terms of this agreement.

9.03 Meetings of Committee

The committee shall meet at least once each month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

9.04 Chairperson of Meeting

An employer and a union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

9.05 Minutes of Meeting

Minutes of each meeting of the committee shall be prepared and signed by the joint chairpersons promptly after the close of the meeting. The parties shall receive copies of the minutes.

ARTICLE 10 – SAFETY COMMITTEE

10.01 Establishment of Committee

- (a) A Joint (Local 76 and Local 76-1) Health & Safety Committee shall be established which is composed of an equal number of union and employer representatives, being one (1) union and one (1) employer member for Local 76-1. Local 76 representation to be as per Collective Agreement.
- (b) Meetings of the Committee - The Committee shall meet monthly at a mutually agreed time and place and employees shall not suffer any loss of pay for time spent attending.

10.02 Function of Safety Committee

- (a) Promotion of safety and sanitary conditions.
- (b) Administration of WHSCC code.

10.03 Joint Responsibility

Both parties agree that the New Brunswick Occupational Health and Safety Act shall apply to this agreement.

- (a) It is mutually agreed that both the employer and the union shall co-operate to the fullest possible extent towards the prevention and in the reasonable promotion of safety and health.
- (b) The Union also agrees that it will encourage its members to promptly report conditions which might be dangerous to employees and the public and to do all in their power to maintain the Employer's property safe, secure, sanitary and dependable.

- (c) The employer recognizes its responsibility to ensure that employees are properly trained and instructed to work on any job or operate any piece of equipment.

A copy of the New Brunswick Occupational Health and Safety Act shall be posted on the occupational health and safety bulletin board (s).

10.04 Safety Legislation and Regulations

The employer, the local and the employees shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations.

10.05 No Disciplinary Action

The employer shall not discharge or discipline or threaten to discharge or discipline any employee by reason that the employee has sought the enforcement of the Occupational Safety Act, the regulations or an order or has acted in compliance with the Occupational Safety Act, the regulations or an order.

10.06 Review of Accidents

The committee shall meet following the report of each accident or injury and shall review and report to both parties through the Safety Committee, the nature and cause of the accident or injury.

10.07 Time off for Safety Training

Union members of the Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend seminars (sponsored by the New Brunswick Industrial Safety Council with a maximum of three days per year). Members desiring to attend seminars shall request permission of their supervisors within 48 hours upon receipt of the circulated notice of the seminar.

ARTICLE 11 - SAFETY MEASURES

11.01

The Employer shall observe all precautions and provide all safety devices or appliances that may be required for the ample protection of employees. All employees shall cooperate with the Employer in the prevention of accidents and will, from time to time as the occasion requires, make such representations to the Employer as to the prevention of accidents as may be considered necessary.

11.02

A First Aid Kit and Fire Extinguisher shall be supplied by the Employer to each department and Mobile Unit, and incoming and outgoing operators shall be responsible to see that they are replenished when unsealed.

ARTICLE 12 - LIABILITY

12.01

In the event of any action being initiated against an employee by virtue of the performance of his employment duties, the Employer, The City shall afford said employees the protection provided in the City's liability insurance.

ARTICLE 13 - SENIORITY

13.01

Union seniority (referred in this document as "seniority") is defined as the length of service with the employer. Unless otherwise mentioned, bargaining unit – wide seniority shall be used in determining priorities in all matters measured by length of service. An employee can only accumulate a maximum of 2080 hours in any one year.

13.02 Accumulation of Seniority

An employee shall accumulate seniority for all regular paid hours, and for all unpaid hours as follows:

- (a) Maternity leave up to the maximum set out in the New Brunswick Employment Standards Act (seventeen (17) weeks at the time of signing of this Agreement).
- (b) Child care leave up to the maximum set out in the New Brunswick Employment Standards Act (thirty-seven (37) weeks at the time of signing of this Agreement).
- (c) The period of total temporary disability on account of an occupational accident that is recognized by WorkSafe NB, as compensable within the meaning of the Workers Compensation Act of New Brunswick.

13.03 Calculation of seniority

When an employee has successfully completed her probationary period in the assigned classification, his seniority shall date back to the date on which his employment began.

13.04 Seniority List

A seniority list of all employees covered by this agreement showing the name, classification, date of hire and the number of credited regular hours to the service of the employer shall be posted no later than January 15th of each year in a place accessible to all employees so affected. A copy of the revised list shall be forwarded to the local.

13.05 Loss of Seniority

An employee shall not lose seniority rights but shall not accumulate seniority rights if he is absent from work because of sickness, non-occupational accident, layoffs, or leave of absence approved by the Employer. An employee shall only lose his seniority in the event:

- (a) He is discharged for just cause and is not reinstated.

- (b) He resigns.
- (c) He is absent from work in excess of two (2) working days without notifying the employer, unless such notice was not reasonably possible.
- (d) He fails to return to work within five (5) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the employer informed of his current address.
- (e) He is laid off for a period longer than 12 months.

13.06 Transfer and Seniority Outside Bargaining Unit

- (a) No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority acquired at the date of leaving the unit, but, will not accumulate any further seniority. Such an employee has a period of six (6) months in which to return to the bargaining unit. This period could be extended for six (6) additional months by mutual consent of the parties.
- (b) Where an employee is temporarily promoted or transferred to a position outside the bargaining unit and is later returned to the bargaining unit, he shall return to his former classification and shall not suffer any loss of seniority or pay as a result of the temporary promotion or transfer.

ARTICLE 14 - GRIEVANCE

14.01 Definition of a Grievance

A grievance means a dispute or difference of opinion concerning any of the following:

- (a) The interpretation or application with respect to an employee of a provision of this Collective Agreement or a related arbitral award;
- (b) Disciplinary action under article 20 of this agreement.

- (c) The interpretation or application of a provision or a statute, or a regulation, by-law, direction or other instrument made or issued by the Employer dealing with terms and conditions of employment.
- (d) Any occurrence or matter affecting terms and conditions of employment other than those terms and conditions of employment covered in the three preceding paragraphs and for which there is no administrative procedure for redress provided for in or under an Act of the Legislative Assembly.

14.02 Grievance Procedure

Discussion

If an employee, or a group of employees feel that they have been treated unjustly or consider themselves aggrieved, they shall be expected to discuss the matter with their supervisor before the first step in the grievance procedure is implemented. Where it appears that a decision cannot be given below a particular level of authority, the Employer is expected to involve other personnel in the discussions in an attempt to solve the dispute.

Step I

Failing resolution of the problem at the above mentioned meeting, the Shop Steward or Chief Steward shall submit the grievance in writing to the Department Head within fifteen (15) working days stating the details of the grievance, the clause or clauses of the Collective Agreement deemed to have been violated and the redress sought. The immediate supervisor shall reply in writing within ten (10) working days.

Step II

Failing resolution in Step I, the Chief Steward shall meet with the Chief Administrative Officer within ten (10) working days with the view to resolving the problem, and the Chief Administrative Officer shall reply officially within ten (10) working days of such meeting.

Step III

If the reply at Step II does not resolve the grievance, the parties shall jointly refer the matter to Grievance Mediation for resolution.

Step IV

Failing resolution at Step III, the Chief Steward shall advise the Employer within fifteen (15) working days, in writing, that the matter will be referred to Arbitration.

14.03 Grievance to be initiated at Step II

- (a) When a dispute involving a question of general application or interpretation of the collective agreement occurs
- (b) When the union has a grievance.
- (c) Matters concerning lay-offs, suspension and discharge

The grievance shall be initiated at Step II of the grievance procedure.

14.04 Grievance on Safety

To be handled according to the provisions of the New Brunswick Occupational Health and Safety Act.

14.05 Replies in Writing

Replies to grievances shall be in writing in all stages.

14.06 Facilities for Grievances

The Employer shall supply the necessary facilities for grievance meetings.

14.07 Supplementary Agreements

Supplementary agreements pertaining to this agreement, if any, shall form part of this agreement and are subject to the grievance and arbitration procedure.

14.08 Amending Time Limits

Time limits fixed by this Article may be extended by mutual agreement, in writing.

14.09 Time Limits

If advantage of the provisions of this article is not taken by any party within the time limits specified herein, the matter in dispute shall be deemed to have been abandoned.

14.10 Representation

At any step in the grievance process or a meeting concerning disciplinary action, an employee affected may act on his own behalf or through the Departmental Steward or Chief Steward, and at any stage may have a representative of the Canadian Union of Public Employees act on his behalf.

14.11 Names of Stewards

The Union shall notify the Employer in writing of the name of each steward and the department he represents, the name of the Chief Steward, and the names of the members of the grievance committee, within 30 days of the signing of the agreement.

14.12 Permission to Leave Work

- (a) The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with, in any way, in the performance of their duties while investigating disputes and presenting adjustment as provided in this Article. The Union understands and agrees that each steward is employed to perform full-time work for the Employer and that he will not leave his work during working hours except to perform his duties under this agreement. Therefore, no steward shall leave his work without obtaining the permission of his supervisor, which permission shall not be unjustly denied.
- (b) The Employer also agrees that where permission has been granted to Union members to leave their work temporarily with respect to grievances, they shall suffer no loss of pay for the time so spent.

14.13 Technical Objections to Grievance

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the

grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

ARTICLE 15 - ARBITRATION

15.01

When either party request that a grievance be submitted to arbitration, the request shall be made in writing, indicating the name of an arbitrator as per article 14.02 (Step IV).

Within ten (10) working days, the employer shall answer indicating his approval of the arbitrator or propose the name of another adjudicator.

15.02 Failure to Appoint

If the parties fail to appoint an arbitrator within seven (7) days, the appointment shall be made by the Minister of Labour upon request by either party.

15.03 Procedure

The Arbitrator may determine his own procedure, but shall give full opportunity to all parties to present evidence and made representations to him. He shall hear and determine the difference or allegation and render a decision.

15.04 Expenses of the Arbitrator

Each party shall pay one half the fees and expenses of the Arbitrator.

15.05 Decisions of the Arbitrator

The decision of the Arbitrator shall be final and binding and enforceable on all parties, but in no event shall the Arbitrator have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of any discharge or discipline grievance, by any arrangement which in his opinion he deems just and equitable.

15.06 Disagreement or Decisions

Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator to clarify the decision, which he shall be forthwith; and Article 15.05 shall apply.

ARTICLE 16 - HOURS OF WORK

16.01 Hours of work

(a) The regular hours of work shall be 40 hours per week or 80 hours bi-weekly.

16.02 Work Schedule

A work schedule for employees stating the days and shifts of employee's hours of work and his scheduled days off shall be posted on Thursday of each week at 3:00 p.m. The schedule shall cover the period from Sunday to Saturday inclusively.

The work schedule shall only be altered by mutual consent of the employer and the employee.

16.03 Health Break

Employees shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and the second half of each shift.

16.04 Meal Break

Employees shall be permitted one half-hour (½) off per eight (8) hour shift for a lunch break and one (1) hour off for employees working more than eight (8) hours per shift.

16.05 Shift Substitution

An employee may change his/her regular scheduled shift or day(s) off with the consent of his/her Department Head provided such an arrangement is made at

least twenty four (24) hours before such change, at no extra cost to the Employer.

ARTICLE 17 - OVERTIME

17.01 Overtime Defined

Any hours worked in excess of the normal hours of work as prescribed in article 16, on a holiday, on an employee's regular scheduled days off, or during an employee's vacation period – shall be considered overtime.

17.02 Overtime Compensation

- (a) Overtime shall be paid at the rate of one and one half (1½) times the regular rate of pay, or time and one half (1½) off for each of the overtime hours worked.
- (b) Part-time pay for overtime

Part-time employees will be allowed to bank a maximum of sixteen (16) hours total of overtime per calendar year. Such banked time may be either paid or taken as time off at the employee's discretion. Time off is to be scheduled at a time mutually agreed between the Employer and the employee. All overtime hours worked in excess of sixteen (16) hours per calendar year shall be paid at the appropriate overtime rate of pay.

17.03 Call-in

A minimum of three (3) hours shall be paid at the overtime rate (1½) for all call-ins.

17.04 Voluntary Overtime

The opportunity to work overtime shall be made available on an equal basis to those qualified employees in the respective operations, then to those in any other operations or departments who are qualified and willing to work overtime.

In the event that said employee(s) are unavailable or do not desire to work overtime, the Employer shall engage the necessary forces from any source;

including management personnel, at the rate of such forces, but no employee shall be laid off as a result of the hiring of outside forces to work overtime.

The Department Head, Foreman or Supervisor's statement that one phone call was made to the employee's place of residence shall be considered and accepted as an honest attempt to contact the said employee for the purpose of this article. This article supercedes Article 2.03.

Employees called who refuse overtime hours shall be credited with those hours in considering the distribution of overtime opportunities.

ARTICLE 18 - PAY ADMINISTRATION

18.01 Pay Day

All employees covered by this agreement will be paid every second Thursday.

18.02 Wage Appendix

Wages for all employees within the classifications covered by this agreement shall be as per attached schedule to be known as Appendix "A" and shall form part of this agreement.

ARTICLE 19 - VACANCIES AND NEW POSITIONS

19.01 Job Postings

When a vacancy occurs inside the Bargaining Unit, the Employer shall, within 30 days of the vacancy, post on bulletin boards in all departments, a notice concerning the job in the department affected.

All vacancies occurring or new positions created in the Bargaining Unit shall be advertised and posted on bulletin boards in a conspicuous place stating the nature of the position and the date of closure for applications. Such vacancies may be temporarily filled until a permanent appointment is made. All applications must be made in writing and addressed to the Chief Administrative Officer. Notice for new positions or vacancies shall be posted for a period of ten (10) working days and if no application is received from persons covered by this agreement, it

will then be up to management to appoint a new employee. The Employer agrees that where a job is posted it will be filled pursuant to Article 19.04.

19.02 Information of Postings

Such notices shall contain the following information:

Duties of the position;

- (a) Essential qualifications as per the class specifications;
- (b) Other job requirements;
- (c) Hours of work;
- (d) Salary rate, and
- (e) Date of posting.

The job requirements must be relevant to the position.

19.03 No outside Advertising

Except for management positions, no outside advertising for additional employees shall be made until present employees have had full opportunity to apply.

19.04 Method Making Appointments

In making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications and ability, with preference being given on the following basis:

- (1) First to applicant in the Bargaining Unit;
- (2) In cases of promotion requiring higher qualifications or certification, the Employer shall give consideration to the senior employee who does not possess the required qualifications but is preparing for qualification prior to filling the vacancy. (This period shall not exceed six (6) consecutive months);
- (3) Existing classifications shall not be eliminated without prior agreement in writing with the Union;
- (4) The Employer accepts the principle of promoting from within.

- (5) Within seven (7) calendar days of the date of staff change, transfer or promotion, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. Such notice shall also be sent to the local.

19.05 Trial Period

The successful candidate, if already an employee as defined in this Agreement, shall be placed on a trial basis in the new classification or position for a period of two calendar months. If the employee proves unsatisfactory during the aforementioned trial period or if he is unable to perform the duties of the new position, he shall be returned to his former position without loss of seniority or former salary, and any other employee promoted or transferred because of the rearrangement of positions shall be returned to his former position without loss of seniority or former salary. Conditional on satisfactory service, appointment to the position shall become permanent after the trial period.

19.06 New Classifications

The wages to be paid for any new classifications created within the Bargaining Unit during the life of this agreement shall be negotiated by the parties herein. Such negotiations to start within thirty (30) calendar days of the creation of such classification. If the parties cannot reach an agreement, the matter shall be referred to binding arbitration for settlement.

19.07 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards.

19.08 Transfers

Temporary Transfer:

- (a) If a worker replaces someone else's shift at a higher rate of pay, he/she shall be paid at the higher rate for those hours.
- (b) If a worker replaces someone else's shift at a lower rate of pay, he/she shall be paid at the higher rate of pay for those hours.

- (c) When an employee, by resolution of the employer, is transferred from one department to another, he shall not lose his seniority or his rate of pay.

19.09 Disabled Employee

When an employee is unable to perform his regular duties, the employer will make every reasonable effort to relocate the employee in a position or job consistent with his disability, incapacity or age. The employer shall not displace any other employee, except a probationary employee, from his position, in order to effect this relocation.

19.10 Probationary Period

Newly hired employees shall be considered on probationary basis for a period of ninety (90) calendar days from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this agreement, except with respect to discharge. The employment of such employee may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the union claims discrimination, as the basis of termination. After completion of the probationary period, union seniority shall be effective from the date of employment.

ARTICLE 20 - SUSPENSION AND DISCHARGE

20.01

Disciplinary action shall mean any action taken by the Employer against an employee, which results in:

- (i) verbal warning
- (ii) written reprimand;
- (iii) suspension (**with or without pay**);
- (iv) **Demotion**;
- (v) discharge.

20.02

No employee who has completed his probationary period shall be disciplined except for just cause.

20.03

When an employee is disciplined by suspension, **demotion**, discharge, the employee has the right to receive such discipline in the presence of either a shop steward or a member of the local union executive, if either is available. At that time, the employee will be advised of the reasons for such disciplinary action. The employer shall, within seven calendar days thereafter, give written particulars of such disciplinary action to the employee involved. A copy shall be given to the Local.

20.04

Where an employee alleges that he has been disciplined by suspension, **demotion**, discharge in violation of article 20.02, he may within ten days of the date he was notified in writing, invoke the grievance procedure including adjudication as set out in this Agreement. For the purposes of a grievance alleging violation of article 20.02, and resulting in suspension, **demotion**, discharge, he shall lodge his grievance at Step II of the grievance procedure.

20.05

Where it is determined by the grievance process that an employee has been disciplined in violation of Article 20.02 that employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued to him if he had not been disciplined. One of the benefits, which he shall not lose, is his regular pay during the disciplinary period and it shall be paid to him at the end of the next complete pay period following his reinstatement.

20.06

The employer agrees not to introduce as evidence in a hearing, relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware of.

20.07

A record of disciplinary action shall be removed from the file of an employee after the expiration of a period of twelve (12) months after the disciplinary action has been taken, providing no other instance of disciplinary action in respect of the employee has been recorded during that period.

20.08

Upon request, an employee shall be given an opportunity to read and make a copy of any document in his personal file relating to an assessment of his conduct, work performance and warnings. The employee shall, if he so requests, be accompanied by a local representative.

20.09

Where a written reprimand is placed against the record of an employee, two (2) original copies shall be initialed by the employee as the Employer's receipt and shall be placed in the employee's personal file and the original shall be given to the employee.

ARTICLE 21 - LAYOFF AND RECALL

21.01 Layoffs and Rehiring Procedure

- (a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of this seniority.

(b) An employee who is affected by a layoff shall have one of the following options:

1. To accept the layoff and leave the workplace.
2. To claim the position of another employee in any department subject to the following conditions:
 - (i) that such other position is held by an employee with less seniority;
 - (ii) that such employee claiming the position has the ability to perform the work.

21.02 Recall Rights

- (a) Only an employee who is laid off and leaves the workplace shall have recall rights for a period of twelve (12) months.
- (b) Employees shall be called back to work in the order of their seniority provided that they have the required qualifications and ability to do the work of the classifications available.

21.03 Notification of Layoff

The employer shall notify in writing employees who are to be laid off one (1) month before the layoff is to be effective. Failing such notice, the affected employees will be entitled to pay in lieu of the time by which the notice fell short of these requirements, based on his or her usual working schedule.

21.04 Time Limit to Exercise Rights

Employees shall have one (1) week after written notification of layoff to exercise their right to bump under this article. The time limit may be extended by mutual agreement between the Employer and the employee.

21.05 Seniority Hours

Seniority hours as to the date of written notification of layoff shall be applied where appropriate for determining rights under this article.

21.06 New Hirings

No new applicant shall be hired until all employees laid off for less than 1 (one) year have been given an opportunity for a job.

ARTICLE 22 - VACATION

22.01 Length of Vacation

An employee engaged in permanent full-time employment **on or after January 1st, 2014** shall receive an annual vacation with pay in accordance with the employee's years of continuous service as follows:

- i) Less than one (1) year one (1) day for each month worked (maximum of 2 weeks);
- ii) One (1) year or more two (2) weeks vacation (40 to 80 hours);
- iii) Five (5) years or more three (3) weeks vacation;
- iv) Ten (10) years or more four (4) weeks vacation;
- v) Fifteen (15) years or more five (5) weeks vacation.

An employee engaged in permanent full-time employment **prior to January 1st, 2014** shall receive an annual vacation with pay in accordance with the employee's years of continuous service as follows:

- i) Less than one (1) year one (1) day for each month worked (maximum of 2 weeks);
- ii) One (1) year or more two (2) weeks vacation (40 to 80 hours);
- iii) Five (5) years or more three (3) weeks vacation;
- iv) Ten (10) years or more four (4) weeks vacation;
- v) Fifteen (15) years or more five (5) weeks vacation.
- vi) Twenty-five (25) years or more six (6) weeks vacation.**

For employees working irregular hours (more or less than 8 hours per day), vacation will be granted in hours not weeks.

22.02 Vacation Scheduling

- (a) Employees shall make written application for annual vacation to the Department Head on or before April 30th each year. Approval of requested dates shall be subject to, firstly, the efficient operation of the department, then upon the seniority of the applicant.

In any event, each employee shall be entitled to a minimum of two (2) consecutive weeks and/or two (2) complete work cycles of his earned vacation from the final week of June to the first full week of September inclusive.

- (b) Employees who have not submitted requests on or before April 30th shall be assigned vacation dates by the Department Head prior to June 15th, and the employee shall be advised of his scheduled vacation period (s).
- (c) In the event of an emergency as defined by the Employer, vacation periods may be changed by the Department Head.

22.03 Sick Leave during Vacation

Sick leave shall be substituted for vacation where an employee can provide a medical certificate for the day(s) he was sick, subject to the review and approval of the City.

22.04 Statutory Holidays during Vacation and Scheduled days off

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

22.05 Vacation Pay Act

Employees with less than twenty-four (24) consecutive months of service shall receive vacation pay at the rate of one (1) day per month worked, or as per the Vacation Pay Act, upon termination of employment.

22.06 Work on Annual Vacation

An employee shall not be forced to work while on his annual vacation period, but should an employee agree to work when requested while on his annual vacation period, he shall be paid time and one half plus another day off for each vacation day in which he / she performed any work.

ARTICLE 23 - STATUTORY HOLIDAYS

23.01 Paid Holidays

The employer recognizes the following as paid holidays:

New Year's Day
Good Friday
Easter Sunday
Victoria Day
Canada Day
New Brunswick Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

And any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Government.

23.02

- (a) If a holiday falls on an employee's scheduled day off, he shall be given an alternate day off with pay. If an employee is scheduled to work on a holiday, he shall be paid time and one-half his regular rate for all hours worked, plus an alternate day off with pay at a time agreed by the employer and the employee.

23.03 Floaters

Two (2) days to be known as floaters (to be taken as individual days or in a block) will be granted upon twenty-four (24) hours advance notice and approval of the Department Head to the Regional Memorial Civic Centre employees who have been continuously in the employ of the City for a period of twelve (12) consecutive months before January 1st, 2014, provided that they are not taken contiguous to annual prime time vacation time. In the case of emergency the 24 hour notice requirement shall be waived.

Employees hired on or after January 1st, 2014 shall not be eligible for floaters.

ARTICLE 24 - LEAVE OTHER THAN ANNUAL VACATION

24.01 Bereavement Leave

- (a) An employee shall be granted bereavement leave of four (4) consecutive workdays with pay and benefits, regardless of days off, one of which shall be the day of the funeral, in the event of the death of the employee's immediate family. Immediate family is defined to be spouse (including common-law), child, mother, father, brother, sister, mother-in-law, father-in-law, grandparent or brother-in-law, sister-in-law and **grandchildren**.
- (b) An employee shall be granted bereavement leave of one (1) regularly scheduled workday in the event of the death of the employee's aunt or uncle.
- (c) An employee who is on vacation and suffers a loss covered by bereavement leave shall be entitled to use his bereavement leave and have his vacation rescheduled.
- (d) In the event of death of any of the above-mentioned, the employer shall grant the employee one (1) additional day if the funeral is 160 km outside of Campbellton.
- (e) Pallbearer leave – One half day leave at the regular wage shall be granted to an employee to attend a funeral as pallbearer, plus traveling time if necessary – total leave is not to exceed one day without loss of pay.

24.02 Maternity and Child Care Leave

(a) Maternity Leave

- (i) In case of pregnancy, an employee shall be granted, on request an unpaid maternity leave of up to seventeen (17) weeks without pay, commencing at any time from a day, eleven weeks before the specified date of delivery, to the day of actual delivery.
- (ii) The employer may grant an extended maternity leave at the employer's discretion.
- (iii) While on maternity leave, an employee shall retain her full employment status and seniority and shall accumulate seniority

during such leave. On return from maternity leave, the employee shall be reinstated to her position.

(b) Child Care Leave

- (i) Upon request by the employee who is the natural parent of a newborn or unborn child or who is adopting or has adopted a child, the employer shall grant the employee a leave of absence without pay of 37 consecutive weeks or such shorter period as the employee indicates so as to enable the employee to care for the child.
- (ii) A leave of absence granted under (b) (i) shall commence no earlier than the date on which the newborn or adopted child comes into the employee's care and custody and end no later than fifty-two (52) weeks after that date. The employee who is the natural mother of a child must commence the child care leave immediately on the expiry of the maternity leave, unless the employer and employee agree otherwise. If the newborn child is hospitalized when the maternity leave expires, the taking of the leave may be delayed.
- (iii) An employee returning to work from child care leave shall be reinstated to his or her previously held position. While on child care leave, an employee shall retain and accumulate seniority.

(c) Duration of Maternity and Child Care Leave

- (i) The total amount of leave that may be taken by one or two employees for maternity and child care leave with respect to the same birth or adoption shall not exceed fifty-two (52) weeks.

- (d) Employer Payment of Employee Benefits during maternity leave - During the period of maternity leave, the employer shall continue to pay Blue Cross.

24.03 Jury Duty

The employer shall pay any employee who is required to serve as juror or witness, his full pay at his regular rate.

The employee shall turn over to the employer payment received to serve as a juror excluding expenses.

24.04 To be Candidate for Public Office

The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer shall grant leave of absence without pay and without loss of seniority so that an employee may be a candidate in a Federal or Provincial election.

24.05 Leave of Absence for Union Functions

- (a) A permanent employee who is elected or selected for a full-time position with the union, or any body with which the union is affiliated, or who is elected to public office, shall be granted leave of absence without pay, without loss of seniority, for a period up to one year. Such leave shall be applied for to the employer each subsequent year.
- (b) The employer shall grant leave of absence with pay for union business upon written notification from the union secretary. Such notification shall be provided to the employer within a reasonable period of time prior to the commencement of the leave. The local union shall reimburse the employer for all wages paid to an employee under this clause plus an additional 15.6% of the wages paid.

24.06 Grievance and Adjudication Pay Provisions

The grievor and one local union representative shall not suffer any loss of pay or benefits for the time involved in grievance and adjudication procedures.

24.07 Medical Care Leave

Leave of absence with pay may be granted for medical or dental appointments, which cannot be arranged outside normal working hours.

24.08 General Leave

The employer may grant leave of absence with or without pay.

24.09 Meeting with Employer

Where the employer requires an employee to leave his job temporarily in order to meet with the employer, such employee shall not suffer any loss of pay for the time he is temporarily absent from his job at the employer's request.

24.10 Time Off for Voting

Employees shall on Provincial, Municipal or Federal Election Days be allowed time for voting in accordance with the New Brunswick and Dominion Elections Acts respectively, and no deductions shall be made from their pay on that account (3 consecutive hours for a municipal election and provincial election and 4 consecutive / hours for a federal election).

24.11 Paternity Leave

The employee shall be granted leave of absence, with full pay and benefits, for one (1) day, to be on the day of the birth of a child.

ARTICLE 25 - WELFARE BENEFITS

25.01 Pensions and Disability

- (a) In addition to the Canada Pension Plan, every eligible permanent employee shall join the City of Campbellton Employee's Superannuation Plan. The Employer and the Employee shall make contributions in accordance with the provisions of Bylaw No. A-7, a Bylaw Relating to Superannuation of Permanent Employees.

Bylaw will be modified to bring contributions to a 50% employee - 50% employer ratio (up to authorized legislated amount for employees). Should the authorized legislated maximum amount for employee increase or decrease (set at 9% at time of negotiations), the parties (Union and Employer) agree to apply the decrease or negotiate the increase.

(b) Disability Plan -Short Term

Every eligible permanent full-time employee shall join the City of Campbellton Disability Plan, as per terms and conditions outlined in By-Law No. A-6, a Bylaw Relating to Employee's Disability Plan.

Providing an employee has sick leave to his credit:

1. In case of single days, an employee shall be paid for such single sick day, in accordance with By-law #A-6, to a maximum of two (2) days per year. A doctor's certificate will not be required in such.
2. In case of sick days two (2) days or more, an employee shall be paid in accordance with Bylaw #A-6, for all the regular working days he is on sick leave, provided that a doctor's certificate is presented.
3. The Employer has the right to investigate the use of sick leave and to require the employee to submit upon his return to work satisfactory medical evidence from a qualified medical practitioner. Such proof of illness shall be requested during the period of illness. This requirement shall not apply to the two (2) single sick days referred to above.
4. Sick banking standards for bridge benefits to Long Term Disability are twelve (12) days per year.
 - i) Employees meeting or exceeding the sick banking standards shall be paid an incentive bonus (10%) according to the following formula:

i.e.	18 days banked:	1.8 days pay
	12 days banked:	1.2 days pay
 - ii) In order to be eligible for the bonus, the employee has to be active (on City payroll) from January 1st to December 31st of each given year.

As of January 1st, 2012, sick leave credits will be calculated as follows for permanent full-time employees hired before December 31st, 2010.

1. Total accumulated sick days held by a permanent full-time employee as of December 31st, 2010, will be added to sick leave credits.

2. From January 1st, 2011 to December 31st, 2011, accumulated sick days (as per old plan) will be cancelled; new sick days will be granted as per By-Law #A-6, and actual sick days taken by the employee will be deducted from this amount. Sick leave credits will be granted accordingly.
3. As of January 1st, 2012, sick days and sick leave credits will be granted as per Bylaw #A-6.

25.02 Group Life Insurance

All permanent employees shall participate in a Group Life Insurance Plan, which shall provide the following benefits:

Life Insurance of three (3) times the Employee's annual earnings, accidental death and dismemberment and dependant coverage of \$5000.00 for spouse and \$2 500.00 for each child. The employee shall pay 100 % of the cost.

25.03 Blue Cross

Blue Cross Plan known as Blue Cross Plan Number 59-000, 59-001 and 59-002 shall be paid in full by the Employer.

ARTICLE 26 - CLOTHING ISSUE

26.01 Clothing Issue

- (a) The Ice makers, Custodians and Concession operators (permanent full-time and part-time employees) will be issued with the following clothing no later than September 1st of each year:
 - i. Two (2) pairs of work pants
 - ii. Two (2) work shirts or sweaters
- (b) The Ice Makers and Custodians permanent full-time employees shall receive \$100.00 towards the purchase of work shoes/safety wear (as per Department's requirements and instructed by Department Head) on September 1st of each year. The part-time Ice Makers, Custodians and

Concession employees shall receive \$75.00 towards the purchase of work shoes/safety wear (as per Department's requirements and instructed by Department Head) on September 1st of each year.

- (c) The Lifeguards shall be issued with the following clothing no later than September 1st of each year: chlorine proof swimsuit(s) (maximum cost of \$100.00).
- (d) All clothing to be purchased through City Garage Stockroom. Models, colors, etc. to be decided by City.

ARTICLE 27 - PERSONNEL RECORD

ARTICLE 28 - CONTRACTING OUT

28.01

Should a permanent full-time employee and/or a part-time employee be displaced as a result of the Employer contracting out its services, every reasonable effort shall be made by the Employer to place the employee in another position within the Civic Centre workforce.

ARTICLE 29 - TECHNOLOGICAL CHANGE

29.01

- (a) In the event that the Employer should introduce methods or machines which require new or greater skills than are possessed by employees under the present methods of operation, such employees shall, at the expense of the Employer, be given a period not exceeding one (1) year to perfect or acquire the skills necessary to function in the new methods of operation. There shall be no change in the salary of any such employee during the training period other than normal classification increments and there shall be no reduction in pay should the employee be reclassified to a new classification.
- (b) In any event no employee being sixty (60) years old or over and having a minimum fifteen (15) years seniority shall be laid off or displaced unless

provisions are made by the Employer to fully fund any pension shortfall that would arise as a result of him/her not working to full term.

ARTICLE 30 - No STRIKE OR LOCKOUT

30.01

There will be no strikes, walkouts or lockouts during the life of this agreement.

ARTICLE 31 - NEGOTIATING CONDITIONS

31.01

The Employer shall provide time off with pay for three (3) members of the Union Negotiating Committee for three (3) working days, otherwise time off without pay.

ARTICLE 32 - COPIES OF AGREEMENT

32.01

It is the desire of the Employer and the Union that each employee become familiar with the provisions of this agreement and their rights and duties under it. For this reason, the Employer shall print the agreement within sixty (60) days of the signing and issue a copy to each employee and Employer. The cost will be born equally by the Employer and the Union.

32.02 Term of Agreement

This agreement shall be binding and remain in effect from **January 1st, 2014 to December 31st, 2020** unless the parties mutually agree to extend the terms of the agreement.

32.03 Continuation of the Agreement

- (a) This agreement shall continue in force and effect until December 31st, **2020** and shall continue thereafter until a new collective agreement is concluded.

- (b) Both parties to this agreement shall adhere to the terms of this agreement during collective bargaining. Should negotiations extend beyond December 31st, **2020** wages increases only which may be negotiated shall be retroactive to January 1st, **2020**.

LETTER OF AGREEMENT

Between the Campbellton Memorial Center Inc., and CUPE Local 76-1

GRIEVANCE MEDIATION PROCESS

The parties agree to the Grievance Mediation Process.

Signed on behalf of the parties at Campbellton, New Brunswick, this ____ day of ____
2012.

Acting Executive Director

President, CUPE Local 76

Witness

Witness

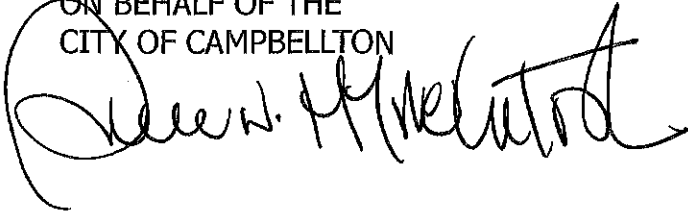
Appendix A - WAGES

	Date of Signing	Jan 01/14	Jan 01/15	Jan 01/16	Jan 01/17	Jan 01/18	Jan 01/19	Jan 01/20		
Classification	2013	2014	2015	2016	2017	2018	2019	2020		
		2%	2%	\$1.00 + 2%	2%	\$1.00 + 2%	2%	2%		
Ice Maker/Mech. Maint.	17.90	18.26	18.62	19.62	20.02	20.42	21.42	21.84	22.28	22.73
Ice Maker/Mech, Maint. II	17.02	17.36	17.71	18.71	19.08	19.46	20.46	20.87	21.29	21.72
Custodian	15.35	15.66	15.97	16.97	17.31	17.66	18.66	19.03	19.41	19.80
Secretary I - (vacant)										
Secretary II - (Vacant)										
Lifeguard	15.32	15.63	15.94	16.94	17.28	17.62	18.62	19.00	19.38	19.76
Fitness Attendant I-(vacant)										
Fitness Attendant II-(vacant)										
Concession	11.38	11.61	11.84	12.84	13.10	13.36	14.36	14.65	14.94	15.24
Box Office	14.87	15.17	15.47	16.47	16.80	17.14	18.14	18.50	18.87	19.25

Retro will be on separate cheque.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and sealed at the City of Campbellton, in the County of Restigouche and Province of New Brunswick this 25 day of March **2015.**

ON BEHALF OF THE
CITY OF CAMPBELLTON



ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL **76-1**



