

## **COLLECTIVE AGREEMENT**

between

Canadian Union of Public Employees  
Local 3558-01 (Part-Time Employees)

and

The Canada Games Aquatic Centre

January 1, 2016 to December 31, 2019

## Table of Contents

<b>ARTICLE 1 - INTENT AND PURPOSE OF AGREEMENT</b>	1
<b>ARTICLE 2 - MANAGEMENT'S RIGHTS</b>	1
<b>ARTICLE 3 - RECOGNITION AND NEGOTIATIONS</b>	1
3.01 Bargaining Unit	1
3.02 Work of the Bargaining Unit	2
3.03 No Other Agreements	2
3.04 Right of Fair Representation	2
<b>ARTICLE 4 - HUMAN RIGHTS</b>	2
<b>ARTICLE 5 - MEMBERSHIP AND DUES</b>	2
5.01 Membership and Dues	2
5.02 Check-Off of Payments	3
5.03 Deductions	3
5.04 Dues Receipts	3
5.05 Potential Employees	3
5.06 Union Information Session	3
5.07 Contact Information	3
5.08 Notification of New Hires	4
5.09 Union Meetings	4
5.10 Worksite Access	4
5.11 Disclosure	4
<b>ARTICLE 6 - CORRESPONDENCE</b>	5
<b>ARTICLE 7 - LABOUR MANAGEMENT COMMITTEE</b>	5
7.01 Establishment of Committee	5
7.02 Meetings of Committee	5
7.03 Chairperson of the Meeting	5
7.04 Minutes of Meeting	5
7.05 Jurisdiction of Committee	5
<b>ARTICLE 8 – UNION BARGAINING COMMITTEE</b>	6
8.01 Union Bargaining Committee	6
8.02 Time Off For Negotiations	6

<b>ARTICLE 9 - GRIEVANCES .....</b>	<b>6</b>
9.01    Complaints to be Adjusted Quickly .....	6
9.02    Recognition of Union Stewards and Grievance Committee.....	6
9.03    Departmental Stewards .....	6
9.04    Names of Stewards .....	6
9.05    Grievance Committee .....	6
9.06    Definition of Grievance .....	7
9.07    Settling of Grievances.....	7
9.08    Permission to Leave Work .....	8
9.09    Policy Grievance .....	8
9.10    Arbitration.....	8
9.11    Technical Irregularities.....	9
<b>ARTICLE 10 - DISCIPLINE .....</b>	<b>9</b>
10.01    Discharge and Discipline Procedure .....	9
10.02    Burden of Proof.....	9
10.03    Grievance Steps .....	9
10.04    Personnel Files .....	9
10.05    Adverse Report.....	10
<b>ARTICLE 11 – SENIORITY .....</b>	<b>10</b>
11.01    Definition .....	10
11.02    Seniority List.....	10
11.03    Probation for Newly Hired Employees.....	10
11.04    Loss of Seniority .....	11
11.05    Positions Outside the Bargaining Unit.....	11
<b>ARTICLE 12 - PROMOTIONS AND STAFF CHANGES .....</b>	<b>11</b>
12.01    Job Postings.....	11
12.02    Information in Postings .....	11
12.03    No Outside Advertising .....	12
12.04    Role of Seniority in Promotions .....	12
12.05    Notification to Union .....	12
12.06    Trial Period .....	12
12.07    Training Courses .....	12

<b>ARTICLE 13 - LAYOFFS AND RECALLS .....</b>	<b>13</b>
13.01 Definition of Layoff.....	13
13.02 Role of Seniority in Layoffs .....	13
13.03 Recall Procedures .....	13
13.04 No New Employees.....	13
13.05 Grievance and Layoffs and Recalls .....	13
<b>ARTICLE 14 – HOURS OF WORK/SHIFTS.....</b>	<b>13</b>
14.01 Hours of Work .....	13
14.02 Distribution of Work.....	14
<b>ARTICLE 15 - LEAVE OF ABSENCE .....</b>	<b>14</b>
15.01 Leave of Absence for Union Business .....	14
15.02 Pay During Leave of Absence for Union Convention .....	14
15.03 Maternity Leave .....	14
15.04 Length of Maternity Leave.....	15
15.05 Seniority Status During Maternity Leave.....	15
15.06 Jury Duty Leave .....	15
<b>ARTICLE 16 - PAYMENT OF WAGES AND ALLOWANCES.....</b>	<b>15</b>
16.01 Pay Days.....	15
16.02 Rate of Pay on Promotion or Reclassification.....	15
16.03 Recertification.....	16
16.04 Training, Fees and Certification .....	16
<b>ARTICLE 17 - JOB CLASSIFICATIONS AND DESCRIPTIONS .....</b>	<b>16</b>
<b>ARTICLE 18 - WORKERS COMPENSATION .....</b>	<b>16</b>
18.01 Return to Work.....	16
<b>ARTICLE 19 - HEALTH &amp; SAFETY .....</b>	<b>17</b>
19.01 Cooperation on Safety .....	17
19.02 Compliance With Health and Safety Legislation.....	17
19.03 Union-Employer Health and Safety Committee .....	17
19.04 Proper Training .....	17
19.05 Right to Refuse Unsafe Work .....	17
<b>ARTICLE 20 - TECHNOLOGICAL CHANGE .....</b>	<b>17</b>
<b>ARTICLE 21 - CLOTHING.....</b>	<b>18</b>

<b>ARTICLE 22 - GENERAL CONDITIONS</b>	19
22.01 Plural and Feminine Terms May Apply	19
22.02 Bulletin Board	19
<b>ARTICLE 23 - COPIES OF THE AGREEMENT</b>	19
23.01 Copies of Agreement	19
<b>ARTICLE 24 - TERM OF THE AGREEMENT</b>	19
24.01 Duration	19
24.02 Changes in Agreement	19
24.03 Notice of Changes	19
24.04 Agreement to Continue in Force	20
<b>ARTICLE 25 – SALARY ADJUSTMENTS</b>	20
<b>APPENDIX A</b>	23
<b>LETTER OF UNDERSTANDING</b>	24
Re: Work of Part-Time Employees	
<b>LETTER OF INTENT</b>	25
Re: Classification Review	

This AGREEMENT made and entered into this 01 day of March 2016:

BETWEEN: THE SAINT JOHN AQUATIC CENTRE COMMISSION, a body corporate in the County of Saint John in the Province of New Brunswick, hereinafter referred to as the "EMPLOYER" of the first part,

AND: LOCAL NO. 3558, CANADIAN UNION OF PUBLIC EMPLOYEES – PART-TIME CONTRACT, hereinafter referred to as the "UNION" of the second part.

## **ARTICLE 1 - INTENT AND PURPOSE OF AGREEMENT**

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

## **ARTICLE 2 - MANAGEMENT'S RIGHTS**

The Union recognizes that it is the right of the Employer to: hire, lay-off, discharge, classify, assign, reclassify, transfer, promote, demote or discipline employees and to operate and manage its business in all aspects, subject to the terms of this agreement. The Employer agrees that these rights shall not be exercised in a discriminatory manner nor in a manner which is inconsistent with the expressed provisions of this agreement.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**

### **3.01 Bargaining Unit**

The Employer, its agents and servants recognize the Union and its duly appointed or elected negotiating committee as the sole and exclusive bargaining agent for all part-time employees of the Saint John Aquatic Centre Commission, employed in the City of Saint John, New Brunswick, save and except:

CEO, Program Coordinator, Operations Director, Program Directors, Administrative Assistant, Human Resource Coordinator, Front Desk Supervisor, Aquatic Instruction Supervisor, Lifeguard Supervisor, Maintenance Supervisor, Assistant Maintenance Supervisor, Accountant, Secretaries, Specialty Instructors, and those excluded by the Industrial Relations Act.

### **3.02 Work of the Bargaining Unit**

Persons who are not in the Bargaining Unit shall not work on any jobs which are included in the bargaining unit, except for purposes of training employees, experimenting, maintaining qualifications/certifications, emergencies, in cases which directly affect customer service and immediate attention is needed and a member of the Bargaining Unit is not available, or in cases mutually agreed upon by the parties.

### **3.03 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.

### **3.04 Right of Fair Representation**

The Union shall have the right at any time to have the assistance of an accredited representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Subject to permission from the Employer, such representative shall have access to the Employer's premises as long as operations are not disrupted by such access. Permission to access the Employer's premises shall not be unreasonably withheld.

## **ARTICLE 4 - HUMAN RIGHTS**

The parties agree that there shall be no discrimination exercised or practised with respect to any employee by reason of any ground prohibited by the Human Rights Act.

## **ARTICLE 5 - MEMBERSHIP AND DUES**

### **5.01 Membership and Dues**

The parties agree that the following shall be in effect as of the signing of this agreement:

1. The Employer shall deduct from every employee covered under the N.B. Industrial Relations Board, Order 1-15-91, any dues, initiation fees, or assessments levied by the Union.
2. Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the 15th day of the following month for which the dues were levied.

3. The cheque shall be accompanied by a list of the names, classifications, sex, and regular and overtime earnings of the employees from whose wages the deductions have been made.
4. The Union Bargaining Committee shall be granted time off without loss of pay and benefits for the purpose of negotiating a Collective Agreement.
5. The Union shall reimburse the Employer for all pay and benefits during the period of absence. Such payment shall be made within 30 days of the Employer having forwarded a detailed invoice.

#### **5.02 Check-Off of Payments**

The Employer shall deduct from every employee covered by the agreement any dues, initiation fees, or assessment levied by the Union.

#### **5.03 Deductions**

Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union in accordance with the attached agreed upon schedule of payments. A new schedule of payments will be forwarded to the Secretary-Treasurer of the Union on or before December 31st, of any year outlining the schedule of payments for the following year.

#### **5.04 Dues Receipts**

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

#### **5.05 Potential Employees**

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

#### **5.06 Union Information Session**

The Employer shall notify the Union when bargaining unit employees are hired and agrees to grant a representative of the Union one half hour in order for the Union to acquaint first-time employees with the Commission who are covered by this agreement, to the fact that a collective agreement exists. The Employer will schedule a time and place for this meeting during the first month of employment.

#### **5.07 Contact Information**

**The Employer will provide to the Union a list of all employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing**



address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail.

The list will also indicate the employee's worksite and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a quarterly basis.

#### 5.08 Notification of New Hires

The Union shall be notified of the full name, position, start date and work location of all employees hired into the bargaining unit prior to their first day of employment.

#### 5.09 Union Meetings

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union and without interruptions or loss of revenue to the Employer. The Union will request the meeting space 2 weeks in advance.

#### 5.10 Worksite Access

The representative designated by the Union will be given escorted access to worksites to meet with employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid. All Health and Safety requirements will be followed.

#### 5.11 Disclosure

##### a) Information related to Legislative Disclosure

The Employer will provide information to the Union that is required it to fulfill any legislative disclosure requirements. The information will be provided in writing within fifteen (15) working days of the Union requesting any such information.

##### b) Disclosure and Leave with Pay for Dues Collective and Authorizations

In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this Collective Agreement or existing legislation, the Employer will provide an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees in the bargaining unit: name, classification/job title, worksite, regular earnings, work schedule and total hours worked. The spreadsheet will be sent to the Union's Local Secretary-Treasurer and National Servicing Representative, within fifteen (15) days of each pay period.

## **ARTICLE 6 - CORRESPONDENCE**

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the CEO or a designate and the Recording-Secretary of the Union. The Employer will forward a Letter of Intent to the Union regarding the identification of the designate.

## **ARTICLE 7 - LABOUR MANAGEMENT COMMITTEE**

### **7.01 Establishment of Committee**

It is agreed by both parties of this agreement that the Labour-Management Committee shall be established and continue in operation. This committee shall consist of four (4) members appointed by the Employer and four (4) members appointed by the Union.

### **7.02 Meetings of Committee**

This Committee shall meet at a time and place mutually agreed upon, at the request of either party, once per month for the purpose of discussing any matters of mutual concern except matters relating to grievances or proposed changes to the Collective Agreement. Employees shall not suffer any loss of pay for time spent with this committee.

### **7.03 Chairperson of the Meeting**

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

### **7.04 Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) copies of the minutes within seven (7) working days following the meeting.

### **7.05 Jurisdiction of Committee**

The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions. The Committee shall not have the power to alter or change any provision(s) of this Agreement, nor to substitute any new provision(s) for existing provision(s).

## **ARTICLE 8 – UNION BARGAINING COMMITTEE**

### **8.01 Union Bargaining Committee**

The Union will advise the Employer of the Union members of its Bargaining Committee.

### **8.02 Time Off For Negotiations**

In the period of six months prior to the termination of this Collective Agreement, each member of the Union Bargaining Committee shall be entitled to 1 day off with pay to prepare for negotiations, not to exceed 4 employees.

## **ARTICLE 9 - GRIEVANCES**

### **9.01 Complaints to be Adjusted Quickly**

The parties to this agreement are agreed that it is important to adjust complaints and grievances as quickly as possible.

### **9.02 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and Union Stewards.

The parties to this agreement recognize the duties and responsibilities of each other and agree to demonstrate respect for each other when conducting business between the parties.

### **9.03 Departmental Stewards**

The departments covered by each Steward or the number of Stewards in each department shall be listed in Appendix "A" of this agreement.

### **9.04 Names of Stewards**

The Union shall notify the Employer in writing of the name of each Steward and the department(s) he/she represents and the name of the Chief Steward, before the Employer shall be required to recognize him/her.

### **9.05 Grievance Committee**

The Grievance Committee shall be composed of the President, Secretary, and Chief Steward of the Union plus the Steward directly involved with the grievance.

## **9.06 Definition of Grievance**

A grievance shall be defined as a difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or where either party has acted unjustly or improperly in the administration of the collective agreement.

## **9.07 Settling of Grievances**

An earnest effort shall be made to settle grievances fairly and promptly. At each step of the grievance procedure, the grievor(s) shall have the right to be present, without loss of pay or benefits. The following procedure shall apply, after an employee(s) has discussed his/her concern with their supervisor, as defined in Article 3.01, and has not come to a satisfactory resolution. An employee shall have the right to have the assistance of a Steward when meeting with a supervisor to discuss a problem which would result in a grievance if not resolved.

### **STEP 1**

The aggrieved employee(s) will submit the grievance to the Union.

### **STEP 2**

If the Steward and/or the Grievance Committee consider the grievance to be justified, he/she will submit the written statement of the particulars of the grievance and the redress sought to the employee's Supervisor within twenty (20) days of the employee becoming aware of the grievance. The Supervisor will reply in writing within 5 days.

### **STEP 3**

Failing satisfactory settlement within five (5) days after the dispute was submitted under Step 2, the Chief Steward may submit the grievance to the Department Head within ten (10) days. The Department Head shall render his/her decision within five (5) days after receipt of such notice.

### **STEP 4**

Failing settlement being reached in Step 3, the Grievance Committee may submit the written grievance to the **CEO or designate** within ten (10) days, who shall render his/her decision within ten (10) days after receipt of such notice.

### **STEP 5**

Failing a satisfactory settlement being reached in Step 4, the Union may refer the dispute to arbitration in accordance with Article 9.10 (Arbitration) within the twenty (20) days after having received decision by the **CEO** or designate.

Replies to grievances shall be in writing at all stages.

Should no reply be received at any step within the defined time limits, the grievor(s) may then submit the grievance(s) to the next step up to and including arbitration.

In all cases above, Saturdays, Sundays and holidays are not counted as determining time periods. Time limits may be extended by mutual consent.

#### **9.08 Permission to Leave Work**

The Employer agrees that permission, on notification to the Supervisor, shall be granted to the grievor(s) and not more than three (3) representatives of the Union to leave their employment temporarily in order to attend Grievance and Arbitration Hearings. They shall suffer no loss of pay for time so spent.

#### **9.09 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1, 2 and 3 of this Article may be by-passed.

#### **9.10 Arbitration**

- a) When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail or personal delivery addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two appointees shall select an impartial chairperson.
- b) Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree on a third party within fourteen (14) days of the notification mentioned above, the Minister responsible for the Industrial Relations Act will be asked to appoint another person to act as Chairperson.
- c) The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it.
- d) Every party to and every party bound by this Agreement and every person on whose behalf the Agreement was entered into shall comply with the provision for final settlement and give effect thereto. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement.
- e) The decision of the Board of Arbitration or a majority thereof, constituted in the above manner, shall be binding on both parties.
- f) Each of the parties to this Agreement shall bear the expense of the Arbitrator appointed by it, and the parties will jointly bear the expenses, if any, of the Chairman.

## **9.11 Technical Irregularities**

No grievance under this agreement shall be deemed invalid by reason of any defect in form or any technical irregularity.

## **ARTICLE 10 - DISCIPLINE**

### **10.01 Discharge and Discipline Procedure**

A part-time employee may be dismissed only for just cause and only upon the authority of the CEO or designate. A Department Head may suspend an employee but shall immediately report such actions to the CEO or designate. When an employee is suspended or discharged he shall be given the reason in the presence of his Stewards, or union representative. Such employee and the Union shall be advised promptly, in writing, by the Employer of the reasons for such suspension or dismissal.

### **10.02 Burden of Proof**

A part-time employee shall not be disciplined or dismissed without just cause and his/her having fair investigation and hearing. An employee shall have the right to have his/her Steward present.

During the hearing, both parties have the right to call witnesses or examine any statements taken with the view to rebuttal of the same. Copies of all written statements taken shall be furnished to all parties.

### **10.03 Grievance Steps**

A part-time employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 9, Grievance Procedures. Steps 1, 2 and 3 of the Grievance Procedures shall be omitted in such case.

### **10.04 Personnel Files**

An employee shall have the opportunity to review his or her personnel file. A request to review such files shall be made during normal office hours, and an appointment to review the file will be established by the employer representative as soon as possible.

The employee to review the file must view it in the presence of a duly designated member of the management team.

Should the employee request copies of file documents, the Employer reserves the right to charge the actual expense of the photocopies made.

## **10.05 Adverse Report**

The Employer agrees that there shall be only one personnel file for each employee and that no report relating to the employee's conduct or performance may be used against him in any adverse manner nor at arbitration unless such report is part of the said file.

No report may be placed in the file or constitute a part thereof unless a copy of the said report is shown and provided to the employee within thirty (30) days of the event of the complaint, or of its coming to the attention of the Employer.

## **ARTICLE 11 – SENIORITY**

### **11.01 Definition**

Seniority for part-time employees is defined as the total number of hours worked from the employer from date of hire.

The Employer will provide an updated seniority list on January 31st and July 31st each year. The seniority as of the date the list is provided will remain in effect until a new list is provided.

### **11.02 Seniority List**

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

### **11.03 Probation for Newly Hired Employees**

All newly hired employees must serve a probationary period of up to six (6) months. During such period, the Employer shall evaluate the suitability of the employee for continued employment. Upon successful completion of the probation period, seniority shall be effective from the original date of hiring.

#### **11.04 Loss of Seniority**

An employee shall not lose seniority if he/she is absent from work because of sickness, accident, lay-off or leave approved by the Employer. An employee shall lose his/her seniority in the event that:

1. He/she is discharged for just cause and is not reinstated;
2. He/she resigns in writing and does not withdraw within two (2) days;
3. He/she fails to return to work within five (5) working days after receiving notice by registered mail to do so unless through sickness or other just cause;
4. He/she is absent from work in excess of five (5) working days without notifying the Employer, unless such notice is not reasonably possible;
5. A calendar year layoff will automatically cancel all seniority and continuity as an employee.

#### **11.05 Positions Outside the Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without his/her consent.

If an employee is promoted or transferred to a permanent position outside the bargaining unit, such employees shall have the right to return to his/her former position within ten working days.

If an employee is promoted or transferred to a position outside the bargaining unit on a temporary basis (up to a maximum of one year) seniority shall be retained and continue to accumulate. Such employees must continue to pay Union dues and will continue to accumulate seniority.

### **ARTICLE 12 - PROMOTIONS AND STAFF CHANGES**

#### **12.01 Job Postings**

When a new position is created or when a vacancy occurs and the Employer wishes to fill such vacancy, the Employer shall immediately notify the Union in writing and post notice of the position on staff bulletin boards for a period of ten (10) working days.

#### **12.02 Information in Postings**

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range. The posting shall indicate if the job is a full-time or part-time position. Such qualifications and requirements shall be those reasonably deemed necessary by the Employer to be performed on the job.



### **12.03 No Outside Advertising**

No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed.

### **12.04 Role of Seniority in Promotions**

In filling vacant and new positions, appointment shall be made of the applicant having required ability and qualifications who is senior in service. Appointments from within the bargaining unit shall be made within thirty (30) calendar days from the closing date of the job posting.

### **12.05 Notification to Union**

The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

### **12.06 Trial Period**

The successful applicant shall be given a trial period of up to six (6) months. Conditional on satisfactory service, such trial promotion shall become permanent after the period up to six (6) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he/she shall be so informed in writing of the reason by his/her Dept. Head and be returned to his/her former position and rate of pay for that position.

Any other employee promoted or transferred because of this rearrangement of positions shall also be returned to his/her former position and rate of pay.

When the Employer is considering promotions, a Union representative, selected by the Chief Steward, shall be notified to attend.

### **12.07 Training Courses**

Where practical, the Employer shall post training courses for which employees may be selected. The posting shall contain the following information - the type of course, the subject and material covered, time, duration and location of course, and the prerequisites as determined by the Employer and the training provider. This bulletin shall be posted for a period of two weeks on all staff bulletin boards to afford all interested employees the opportunity to apply for such training. In selecting the applicants for training when all other factors are considered equal, the senior applicant shall be selected.

**All fees and wages associated with training will be paid at straight time for by the Employer.**

## **ARTICLE 13 - LAYOFFS AND RECALLS**

### **13.01 Definition of Layoff**

A layoff will be defined as a reduction of the work force.

### **13.02 Role of Seniority in Layoffs**

Subject to the employee being capable to perform the job, the Employer agrees that in the event of layoffs employees shall be laid off in the inverse order of their seniority within their department.

### **13.03 Recall Procedures**

Subject to the employee being capable of performing the job, employees shall be recalled in the order of their seniority.

### **13.04 No New Employees**

New employees shall not be hired until those laid off have been given an opportunity of recall in accordance with Article 13.03 "Recall Procedures".

### **13.05 Grievance and Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 4 of the Grievance Procedures.

## **ARTICLE 14 – HOURS OF WORK/SHIFTS**

### **14.01 Hours of Work**

a) The regular hours of work shall be between 0 and 34 hours of work per week, averaged over a 12 week period.

Those part-time employees scheduled to work 5 hours or more will receive a 15 minute work break after working a maximum of 4 hours.

Unless mutually agreed those part-time employees scheduled to work in the maintenance area and the front desk area will not be brought in to work for less than 2 consecutive hours.

b) All hours worked in excess of forty hours per week, shall be considered overtime and the rate of pay for all hours worked in excess shall be one and one-half times the employee's regular rate of pay.

## **14.02 Distribution of Work**

In distributing work among part-time workers, the following will be considered:

1. qualifications/abilities
2. seniority

## **ARTICLE 15 - LEAVE OF ABSENCE**

### **15.01 Leave of Absence for Union Business**

Subject to operational requirements, an employee elected or appointed to represent the Union, shall be granted a leave of absence without loss of pay or benefits. Such request must be made in writing and must be forwarded to the CEO or designate at least five (5) days prior to the requested leave.

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

### **15.02 Pay During Leave of Absence for Union Convention**

Leave of absence with pay and without loss of seniority shall be granted to the employees elected or appointed by the Union to attend Conventions. This total aggregate number of hours granted under this Article is not to exceed forty (40) working hours for the full and part-time units in total.

### **15.03 Maternity Leave**

An employee shall qualify for maternity leave after completion of the probationary period. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy up to a period of six (6) weeks before her time of delivery. Every employee who becomes pregnant shall notify the Employer at least three (3) months prior to the expected date of termination of her pregnancy.

Maternity leave shall cover a period of up to fifty-two weeks before or after the birth or adoption of a child of pre-school age. When a longer period is required for child care due to health reasons, the Employer shall grant an extension up to a maximum of one (1) additional year. An employee who resigns for maternity reasons shall be considered as having been on leave without pay if she is re-employed within fifty-two weeks of the date of her resignation.

#### **15.04 Length of Maternity Leave**

When an employee decides to return to work after maternity leave, she shall provide the Employer with at least two (2) weeks' notice. On return from maternity leave, the employee shall be placed in her former position. If the former position no longer exists, she shall be placed in an equivalent position.

#### **15.05 Seniority Status During Maternity Leave**

While on maternity leave an employee shall continue to accumulate seniority.

#### **15.06 Jury Duty Leave**

When an employee is on jury duty he/she shall receive full pay for regular scheduled hours.

Any employee called as a witness in any coroner's inquest or Court proceedings related to his/her work, he/she shall receive full pay for regular scheduled hours.

### **ARTICLE 16 - PAYMENT OF WAGES AND ALLOWANCES**

#### **16.01 Pay Days**

Salaries shall be paid bi-weekly. Each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

**Any shortage in pay brought to the attention of the CEO or designate shall be issued within seventy-two (72) hours of the notification of the shortage if requested by the Employee.**

#### **16.02 Rate of Pay on Promotion or Reclassification**

An employee assigned, promoted or reclassified in accordance with this collective agreement to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for that position for the time he/she performs that job.

An employee assigned, promoted or reclassified in accordance with the collective agreement to a higher paying position carrying a salary range shall be placed in an experience grade in the new classification which is next higher than the previous rate.

Part-time employees promoted to the same classification on a full time basis shall not suffer a reduction in pay. The experience in the part-time position shall be credited to the appointment of the full time position.

Part-time employees promoted to positions of a similar classification shall have their experience in the part-time position credited to the appointment to the full time position.

The date of promotion to the new classification shall become the anniversary date for application of the salary progression. After six (6) months at the higher rate, the employee shall be reclassified at that rate.

### **16.03 Recertification**

In order to qualify for this benefit, employees must have worked a minimum of five hundred (500) hours in the last consecutive twelve (12) months. Recertification courses will be provided once per year for mandatory certification. The Employer will pay the recertification fee **and wages at straight time** for employees who successfully complete the course that the Employer determines is directly related to their job.

### **16.04 Training, Fees and Certification**

**In order to be eligible for payment, an employee must receive authorization from the CEO or designate before making application for training, testing, recertification or certification.**

**Employees participating in training directly related to retaining certification, which is related to their present job, shall have the full cost reimbursed and wages at straight time paid by the Employer.**

## **ARTICLE 17 - JOB CLASSIFICATIONS AND DESCRIPTIONS**

a) The Employer shall prepare a new job description whenever a new job is created. When a new job is created, the rate of pay and grouping shall be subject to discussion between the Employer and the Union. If the parties are unable to agree on the rate of pay and grouping for the job in question, such dispute may be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee.

b) When substantive changes are made to a job description, article 17.01 a) shall apply.

## **ARTICLE 18 - WORKERS COMPENSATION**

### **18.01 Return to Work**

An employee who is no longer deemed to have a compensable injury shall be placed in his/her former or equivalent position with the Employer.

## **ARTICLE 19 - HEALTH & SAFETY**

### **19.01 Cooperation on Safety**

The Employer and the Union shall cooperate in maintaining and developing safety practices which help create a safe work environment.

### **19.02 Compliance With Health and Safety Legislation**

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations.

### **19.03 Union-Employer Health and Safety Committee**

A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two Union and two Employer members. The Health and Safety Committee shall hold meetings at least once a month, or more frequently if requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and Union.

### **19.04 Proper Training**

No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instructions.

### **19.05 Right to Refuse Unsafe Work**

An employee may refuse to do any act at his/her place of employment where he/she has reasonable grounds for believing that the act is likely to endanger his/her health or safety or the health or safety of any other employee.

## **ARTICLE 20 - TECHNOLOGICAL CHANGE**

### **a) Definition**

Technological change means:

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

b) Advance Notice

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

c) Contents of Notice

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

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

the effects the change may be expected to have on employees' working conditions and terms of employment.

d) Consultation

During the ninety (90) day notification period contained in Article 20.01 b), the Employer and the Union shall meet in an attempt to minimize any adverse effects the technological change may be expected to have on employees' working conditions and/or terms of employment.

## ARTICLE 21 - CLOTHING

**The Employer agrees to provide employees with the following clothing at no cost to the employee:**

<b><u>Aquatic Staff</u></b>	<b><u>1 t-shirt per aquatic role or as per Employer Uniform Policy</u></b>
<b><u>Fitness Staff</u></b>	<b><u>Employer will provide if required per Employer Uniform Policy</u></b>
<b><u>Maintenance Staff</u></b>	<b><u>uniforms will be provided and laundered by the Employer</u> <b><u>1 pair winter coveralls (when required)</u></b> <b><u>1 smock coat (when required)</u></b></b>
<b><u>Front Desk Staff</u></b>	<b><u>To be provided if required per Employer Uniform Policy</u></b>

Employees will be required to purchase additional uniforms or items, which the Employer will make available for purchase at cost.

## **ARTICLE 22 - GENERAL CONDITIONS**

### **22.01 Plural and Feminine Terms May Apply**

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

### **22.02 Bulletin Board**

A bulletin board shall be made available so the Union and employees can have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

## **ARTICLE 23 - COPIES OF THE AGREEMENT**

### **23.01 Copies of Agreement**

The Employer will provide one photocopy of the Collective Agreement per employee, free of charge, up to a maximum of 120 copies.

## **ARTICLE 24 - TERM OF THE AGREEMENT**

### **24.01 Duration**

This Agreement shall remain in force and effect for a term of four (4) years from January 1, 2016 to December 31, 2019. This agreement shall remain in force for successive periods for twelve months thereafter, unless either party requests negotiation of a new or replacement agreement by giving notice to the other party within one hundred and eighty (180) days prior to the expiration date of this agreement or any renewal thereof.

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

### **24.02 Changes in Agreement**

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

### **24.03 Notice of Changes**

Either party desiring to propose changes to this Agreement shall, within the one hundred and eighty (180) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.



#### 24.04 Agreement to Continue in Force

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

- a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
- b) Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed, or the right to strike occurs, whichever occurs first.

#### ARTICLE 25 – SALARY ADJUSTMENTS

Classification/Wage Chart			
PART-TIME	2016 - 1.5%	Minimum	12 months
Lifeguard		\$13.67	\$14.15
Part-Time Head Guard		\$13.99	\$14.47
Slide Attendant		\$10.89	\$11.28
Party Host		\$12.20	\$12.63
Instructors		\$13.67	\$14.15
Royal Life		\$13.67	\$14.15
Front Desk Clerk		\$11.46	\$11.86
Maintenance		\$11.46	\$11.86
Fitness Instructor		\$18.47	\$19.12
Fitness Appraiser		\$18.47	\$19.12
Fitness Supervisor		\$10.81	\$11.20
Fitness Supervisor BFT		\$11.13	\$11.52
Fitness Supervisor BGT & GFL		\$11.46	\$11.86

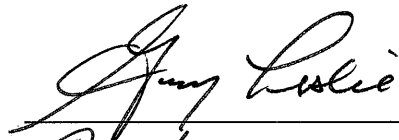
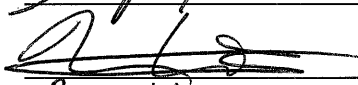
<b>Classification/Wage Chart</b>			
<b>PART-TIME</b>	<b>2017 - 2%</b>	<b>Minimum</b>	<b>12 months</b>
Lifeguard		\$13.95	\$14.43
Part-Time Head Guard		\$14.27	\$14.76
Slide Attendant		\$11.11	\$11.50
Party Host		\$12.44	\$12.88
Instructors		\$13.95	\$14.43
Royal Life		\$13.95	\$14.43
Front Desk Clerk		\$11.69	\$12.09
Maintenance		\$11.69	\$12.09
Fitness Instructor		\$18.84	\$19.51
Fitness Appraiser		\$18.84	\$19.51
Fitness Supervisor		\$11.03	\$11.42
Fitness Supervisor BFT		\$11.36	\$11.75
Fitness Supervisor BGT & GFL		\$11.69	\$12.09

<b>Classification/Wage Chart</b>			
<b>PART-TIME</b>	<b>2018 - 2%</b>	<b>Minimum</b>	<b>12 months</b>
Lifeguard		\$14.22	\$14.72
Part-Time Head Guard		\$14.55	\$15.06
Slide Attendant		\$11.33	\$11.73
Party Host		\$12.69	\$13.14
Instructors		\$14.22	\$14.72
Royal Life		\$14.22	\$14.72
Front Desk Clerk		\$11.92	\$12.33
Maintenance		\$11.92	\$12.33
Fitness Instructor		\$19.22	\$19.90
Fitness Appraiser		\$19.22	\$19.90
Fitness Supervisor		\$11.25	\$11.65
Fitness Supervisor BFT		\$11.58	\$11.99
Fitness Supervisor BGT & GFL		\$11.92	\$12.33



Classification/Wage Chart			
PART-TIME	2019 - 2%	Minimum	12 months
Lifeguard		\$14.51	\$15.02
Part-Time Head Guard		\$14.84	\$15.36
Slide Attendant		\$11.56	\$11.97
Party Host		\$12.95	\$13.40
Instructors		\$14.51	\$15.02
Royal Life		\$14.51	\$15.02
Front Desk Clerk		\$12.16	\$12.58
Maintenance		\$12.16	\$12.58
Fitness Instructor		\$19.60	\$20.29
Fitness Appraiser		\$19.60	\$20.29
Fitness Supervisor		\$11.47	\$11.88
Fitness Supervisor BFT		\$11.82	\$12.23
Fitness Supervisor BGT & GFL		\$12.16	\$12.58

Dated this 7<sup>th</sup> day of March 2016 in Saint John, N.B.

For the Employer:

  
  
 BRIAN WOODS

For the Union:

## APPENDIX A

### Departmental Stewards:

- Aquatics
- Maintenance
- Front Desk
- Fitness

## LETTER OF UNDERSTANDING

Re: Work of Part-Time Employees

BETWEEN: The Canada Games Aquatic Centre

AND: CUPE, Local 3558

DATED: March 7, 2016


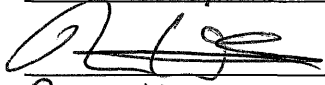
Notwithstanding that the Collective Agreement will be renewed on or subsequent to December 31, 2019 we hereby agree to the following:

Those functions/work currently performed by part-time employees covered by the Local 3558 Collective Agreement will continue to be done by the part-time employees.


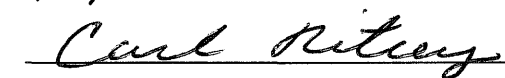
This understanding will not apply beyond December 31, 2019.

Dated this 07 day of March 2016 in Saint John, N.B.

For the Employer:

  
  
BRIAN WOODS

For the Union:

dd:cope491

## LETTER OF INTENT

Re: Classification Review

This letter forms part of the collective agreement dated:

Between: The Canada Games Aquatic Centre

And: CUPE Local 3558-01 (Part-Time)

Dated: March 07, 2016

The Employer and Union agree that a Classification Review of the positions listed in Article 25 of the Collective Agreement will take place in conjunction with the Organizational Structure Review process.

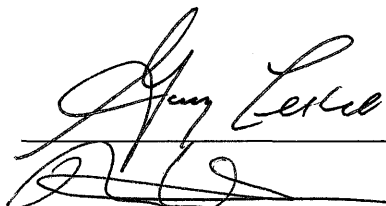
This review will include, but is not limited to, developing current job specifications and establishing qualification requirements.

The Classification Review will include the review and examination of the qualifications/requirements of Aquatic Instructors and the classification names and levels of Fitness staff and any other as may be required.

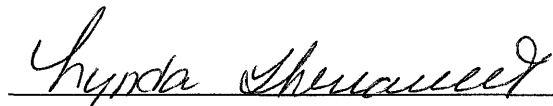
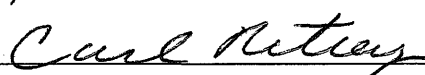
The Employer and Union agree that the Classification Review may require that changes be made to the classification structure, classification names, the addition of new classifications and or wage adjustments in Article 25 of the Collective Agreement. The parties will refer to Article 24.02 of the Collective Agreement to implement changes.

Dated this 7<sup>th</sup> day of March 2016 in Saint John, N.B.

For the Employer:

  
\_\_\_\_\_  
BRIAN WOODS

For the Union:

  
\_\_\_\_\_  
  
\_\_\_\_\_