

COLLECTIVE AGREEMENT

BETWEEN



THE CORPORATION OF THE
CITY OF



AND

CUPE / Canadian Union
of Public Employees

LOCAL 4632

JANUARY 1, 2016 TO DECEMBER 31, 2020

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THIS AGREEMENT made this 28 day of July, 2020.

BETWEEN:

The Corporation of the City of Bathurst,
hereinafter called "**The Corporation**"

AND:

Canadian Union of Public Employees, and
its local Union No. 4632, K.C. Irving Center
Employees, hereinafter called "**The Union**".

ARTICLE 1 – PREAMBLE

1.01 WHEREAS it is the intention and purpose of the parties to this Agreement

- (a) To maintain and improve the existing harmonious relations and settled conditions of employment between the Corporation, the employees and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to the terms of this Agreement;
- (c) To encourage and promote the quality of public service in the City of Bathurst;
- (d) To encourage and promote the efficiency and productivity of its employees in operations to the end that the people of the City of Bathurst will be efficiently served;
- (e) To promote the morale, well-being and working conditions of all the employees in the bargaining unit;

NOW THEREFORE the parties agree as follows:

ARTICLE 2 – RECOGNITION

2.01 Bargaining Unit

The Corporation recognizes the Union as the exclusive bargaining agent for all employees of the K.C. Irving Center save and except:

- (1) Recreation and Tourism **Department Manager**;
- (2) **KCI Operations and Facility Manager**;
- (3) **Manager of Lounge and Concessions**;
- (4) Employees already represented by Canadian Union of Public Employees, Locals 1282 and 550; **and**
- (5) Employees excluded by the *Industrial Relations Act*.

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2.02 Persons who are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, save and except as follows:

(1) Supervisors shall not perform the work of any employee in the bargaining unit except in an emergency, for the purpose of instruction or training, or in cases mutually agreed by the parties. This will not limit the performance of incidental 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.

(2) Volunteers are able to work as per past practice but will not be able to perform bargaining unit work at Quebec Major Junior Hockey Games (Titans).

2.03 No Other Agreements

Unless otherwise specified in this Agreement, 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.

2.04 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 with Union matters or negotiating with the Employer.

ARTICLE 3 – DEFINITIONS

3.01 (a) For the purpose of this agreement, employee shall mean a person in the employ of the Employer, who falls under one of the classifications listed in Appendix “A” of this agreement and shall be subdivided into the following categories:

(b) Full-time employee

Security: A person who normally works a minimum of thirty-two (32) hours a week and shall have first opportunity to max their weekly hours of work to forty (40) hours on a basis of twelve (12) months a year.

Customer Services: A person who normally works a minimum of thirty (30) hours a week and shall have first opportunity to max their weekly hours of work to forty (40) hours on a basis of twelve (12) months a year.

Full-time employees will be offered an annual opportunity to indicate their interest to work in other classifications. Once the type of event has been identified, the members in the target classification will be asked first, based on their seniority, to work and if more members are required, the most senior members in the bargaining unit who express their choice of interest will be offered first opportunity.

Full-time Employees

Security

1

Event Tech

1

Customer Services

1

- (c) Seasonal Full-time employee - A person who normally works thirty-two (32) hours a week from approximately August 15 to April 30 of each year depending on whether work is available. Seasonal Full-time employees shall have first opportunity to max their weekly hours of work to forty (40) hours before part-time employees.

Seasonal Full-time employees will be offered an annual opportunity to indicate their interest to work in other classifications. Once the type of event has been identified, the members in the target classification will be asked first, based on their seniority, to work and if more members are required, the most senior members in the bargaining unit who express their choice of interest will be offered first opportunity.

Seasonal Full-time Employees

Security

1

Event Tech

1

Concession

1

- (d) Part-time employee - A person who works less than (30) hours a week and less than twelve (12) months a year.

Part-time employees will be offered an annual opportunity to indicate their interest to work in other classifications, except part-time employees grandfathered under the seniority list of January 1, 2013. The most senior members in the bargaining unit who express their choice of interest will be offered first opportunity.

3.02 Work Week - shall mean Sunday to Saturday.

3.03 Work Day - shall begin at 00:01 a.m. and ends 12:00 midnight.

3.04 Probationary employee means for the purpose of this agreement, newly hired employees on a trial basis to determine their suitability for employment. The probationary period will be **three hundred and twenty (320) hours worked. Once the probationary period is completed, the employer will determine in which classification the employee is hired.**

ARTICLE 4 – ACTING SUPERVISORS

4.01 When the corporation intends to appoint a classification leader, the most senior qualified and available employee in the applicable classification will be offered the opportunity. **The employee appointed will receive the wage determined in the classification leader in “Appendix A”.**

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 It is the right of the Corporation to manage its operations in all respects subject to the terms of this Agreement. The Corporation may direct and distribute its working forces and make and alter, from time to time, rules and regulations to be observed by employees, subject to the terms of this Agreement.

ARTICLE 6 – NO DISCRIMINATION/VIOLENCE

- 6.01 The parties hereto agree that there shall be no discrimination practiced by either party upon any employee regarding membership in the union or as restricted by the *Human Rights Act*.
- 6.02 The parties jointly affirm that every employee in the City of Bathurst shall be entitled to an harassment-free work environment and that the Respectful Workplace Policy applies.
- 6.03 The Employer will provide new employees an orientation session of the Respectful Workplace Policy.

ARTICLE 7 – UNION SECURITY

- 7.01 All new employees who shall be hired after the execution of this Agreement shall, immediately upon their hiring, make application for membership in the Union, shall join the Union and shall thereafter be required to remain members of the Union in good standing as a term and condition of continued employment. Union dues shall be deducted commencing the next scheduled pay in which dues are deducted by the Employer.

ARTICLE 8 – CHECK-OFF OF UNION DUES

8.01 Check-off of Payments

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

The Union shall hold the employer harmless from any suits or demands made by virtue of the operation of this Article.

8.02 Deductions

Deduction shall be made from the wages of employees on the payroll and shall be forwarded by direct remittance to CUPE National, Per Capita Office, 1375 St-Laurent Blvd, Ottawa, Ontario K1G 0Z7 in one cheque not later than the 15th of the following month accompanied by a list of employees from whose wages the deductions have been made. The list of employees includes the following information: name, employment status, regular earnings, hours worked, dues deducted.

8.03 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.

8.04 Disclosure and Leave for Dues Collection 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 and the Union agree to determine a protocol to have those legislative changes met by the Union.

ARTICLE 9 – NOTICE OF AGREEMENT TO NEW EMPLOYEES

- 9.01 (a) The Corporation agrees to advise new employees with the fact that a Union agreement is in effect and will provide new employees with a copy of the Agreement. The Recording-Secretary of the union will be forwarded a copy of the updated employee list when new employees are hired.
- (b) All new employees will be introduced to a Union Officer or designate, for the purpose of acquainting them with the Union. The Union Officer or designate shall be given an opportunity to meet with the new employee during regular working hours without loss of pay, for a maximum of sixty (60) minutes. Should there be more than one (1) employee, it shall be done jointly as a group.

ARTICLE 10 – COPIES OF COLLECTIVE AGREEMENT

- 10.01 (a) The Collective Agreement will be made available in both official languages (English/French).
- (b) For the purposes of interpretation, the English document will be utilized.

ARTICLE 11 - CORRESPONDENCE

- 11.01 All correspondence arising out of this Agreement or incidental thereto shall pass to and from the Human Resources **Manager** or his delegate and the Secretary of the Union or his delegate.

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ARTICLE 12 – MUTUAL INTEREST COMMITTEE

12.01 General

The Mutual Interest Committee is a forum for labour-management consultation during the life of a collective agreement, one that promotes on-going dialogue on matters of concern and mutual interest. Such a committee should be established in conjunction with the collective agreement. The committee generally meets to examine and discuss “in-house” issues brought forward by either management or the union or both. It also provides a medium for two-way communications on matters of general interest. These discussions take place outside of, and are separate and distinct from, both collective bargaining negotiations and the grievance process.

12.02 Guiding Principles

The Mutual Interest Committee provides an opportunity for direct, open and free discussion. Participants should be prepared to focus on workplace issues and to listen to the views expressed by others.

- (a) Participants should be those directly involved in the day-to-day application of the collective agreement, i.e. departmental management and local representatives.
- (b) Membership: The committee shall be composed of two (2) representatives of employees and two (2) representatives of management.

Management representatives shall be appointed by the Corporation. Union representatives shall consist of employees appointed or elected by the Union.

- (c) Minutes: Minutes of all meetings will be forwarded to the Union and the Corporation (within two (2) weeks following the meeting) and shall be posted on all bulletin boards covered by this Agreement after being approved by the committee. The secretary appointed by the Chairperson shall state in the minutes the positions of both parties on all issues as directed by the Chairperson and Co-Chairperson.
- (d) Meetings: The committee shall meet as conveniently arranged by the Chairman and Co-Chairman or by the committee at a previous meeting. Agendas will be prepared by the Chairman and Co-Chairman and distributed three (3) days in advance of the meeting, when possible.
- (e) Allow parties to caucus separately and in private, from time to time.
- (f) Separate “people” from the issues, avoid criticism of individuals.
- (g) Listen! Allow participants to express their views without interruption. Recognize that understanding the “other” point of view does not necessarily mean agreeing with it. Focus on interests and needs.

- (h) Be creative and open to ideas, look for solutions.
- (i) Involve the other party in the search for solutions.
- (j) Immunity: Representatives on the committee that are scheduled to work that day shall be protected against any loss of regular pay by reason of attendance at meetings, and guaranteed that their individual relations with the department shall not be affected by action taken by them in good faith in their representative capacity.
- (k) Sub-Committees: the committee may appoint whatever sub-committees are required to carry out its functions.
- (l) Authority: The matters that this committee would not be in a position to resolve shall be referred to the Union's membership and the Corporation, along with the appropriate comments and views in order to seek adequate guidance.

12.03 Functions of the Committee

The Committee will concern itself with matters of the following nature:

- (a) questions that may arise in the application of the collective agreement, policy, procedure, methods, directives, past practices, etc.;
- (b) constructive commentary and criticisms on all activities;
- (c) promoting cooperation and operating efficiency in effective economic measures;
- (d) improving service to the public;
- (e) promoting safe and sanitary practices and the strict observance of safety procedures;
- (f) reviewing ideas and suggestions and following up on those with due respect for provisions of the collective agreement;
- (g) promoting education and training;
- (h) promoting positive and constructive dialogue between the parties in order to promote productivity, effectiveness and efficiency; and
- (i) generally promoting good relations in the workplace and elsewhere.

ARTICLE 13 – UNION BARGAINING COMMITTEE

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

13.01 Committee

The Union and Employer Bargaining Committees shall be elected or appointed and consist of not more than three (3) members each. The parties will advise each other, in writing, of the names of the members of the committees.

13.02 Time off for Negotiations

A maximum of three (3) representatives of the union or Bargaining Committee, who is in the employ of the employer and are scheduled to work, shall have the right to attend negotiations with the employer held within working hours without loss of remuneration.

Any representatives of the union who is in the employ of the employer and are scheduled to work shall have the right to attend meetings to prepare for negotiations (a maximum of five (5) days will be allowed for such purpose). No representative shall lose salary or benefits under this article; however, the union will reimburse the Employer, upon presentation of invoice.

13.03 Technical Information

Within ten (10) days of a request by the union, the employer shall make available to the union, any information required by the union such as job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, financial and actuarial information pertaining to pension and welfare plans and documents required for collective bargaining.

13.04 Representative of C.U.P.E.

The Union shall have the right at any time to have the assistance of any spokesperson of the Canadian Union of Public Employees.

ARTICLE 14 – GRIEVANCES

14.01 Complaints to be Adjusted Quickly

The parties to this Agreement agree that it is important to deal with complaints and grievances as quickly as possible.

14.02 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.

14.03 Names of Stewards

The Union shall notify the Employer in writing, the name of each Steward and the department(s) he/she represents.

14.04 Grievance Committee

The Grievance Committee shall be composed of the Executive Committee of the Union (President, Vice President, Secretary-Treasurer and Recording Secretary), plus the Steward directly involved with the grievance.

14.05 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.

ARTICLE 15 – GRIEVANCE PROCEDURE

15.01 In any case where the employee presents his/her grievance in person or any case in which a meeting is held on a grievance at any level of the grievance process, the employee shall be accompanied by a representative or agent of the union.

15.02 An earnest effort shall be made to settle grievances fairly and promptly. At each step of the grievance procedure, the griever(s) shall have the right to be present, without loss of pay or benefits, should they be scheduled to work during that period.

15.03 The following procedure shall apply, after an employee(s) has discussed his/her concern with their supervisor and has not come to a satisfactory resolution.

Step 1: If the Steward or a member of the Grievance Committee considers the grievance to be justified, he will submit the written statement of the particulars of the grievance and the redress sought to the employee's Supervisor within ten (10) days of the alleged violation. The Supervisor will reply in writing within five (5) days.

Step 2: Failing a satisfactory settlement within five (5) days after the dispute was submitted under Step 1, the employee and/or Steward may submit the grievance to the Human Resources **Manager** within ten (10) days. The Human Resources **Manager** shall render his decision within five (5) days after receipt of such notice.

Step 3: Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration in accordance with Article 16 (Arbitration) within the fifteen (15) days after having received a decision by the Human Resources **Manager** or his designate.

15.04 Replies to grievances shall be in writing at all stages.

- 15.05 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 of the Employer and the Union.

15.06 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 two (2) representatives of the Union to leave their employment temporarily in order to attend Arbitration Hearings. Should the arbitration hearing be scheduled during regular scheduled working hours, the employee attending the hearing shall suffer no loss of pay for time so spent. In case of a union or group grievance, one (1) grievor and one (1) union representative will be able to attend the arbitration hearing without loss of regular pay provided they are scheduled to work on that day.

15.07 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, Step 1, of Article 15.03 may be by-passed.

- 15.08 Grievance mediation is available as per Provincial Labour/Management Committee.

ARTICLE 16 – ARBITRATION

- 16.01 If the Union or the Corporation wishes to refer a matter to arbitration, as provided in Step Three (3), it shall, within the **fifteen (15)** working day period therein mentioned, give to the Corporation or the Union written notice of its' intention to arbitrate.
- 16.02 Once it has been determined that a grievance will be dealt with through arbitration, the Arbitrator shall be selected from the following list in sequence.

Arbitrators:

1. **Guy Couturier**
2. **John P. McEvoy**
3. **Michel Doucet**
4. **Brian Bruce**
5. **Cedric Haines**

The parties may delete or add additional names to this list by mutual agreement.

Any member of the above noted list who having been requested in his turn to act as Arbitrator shall be unable or unwilling to act shall not again be requested to act until his name comes up again on the regular rotation of the list.

The Arbitrator, whose turn it is to act, and the other party, shall be notified within ten (10) days of receipt of the notice given pursuant to **16.01** herein.

16.03 The Arbitrator shall hear and determine the difference or allegation (including any question as to whether a matter is arbitrable) and shall issue a decision and the decision is final and binding.

16.04 Decision of the Arbitrator

The sole function of the Arbitrator shall be to interpret the meaning of the sections of this Agreement and to render a decision. The Arbitrator shall not have the power to add, to subtract from or modify the terms of the Agreement.

16.05 Expenses of the Arbitrator

Each party to this Agreement shall pay the expense of the nominee appointed by it, and the parties will equally bear the expenses, if any, of the Chairperson.

16.06 Technical Irregularities

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

16.07 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration procedure may be extended by mutual consent of the parties to this Agreement.

ARTICLE 17 – DISCIPLINE AND DISCHARGE PROCEDURES

17.01 Disciplinary action shall mean any action taken by the employer which results in:

- a) verbal warning;
- b) written reprimand;
- c) suspension with or without pay; or
- d) discharge

17.02 No employee shall be disciplined except for just cause. Where an employee is disciplined, the employer, within **five (5)** working days of the discipline, shall notify the employee in writing by registered mail or personal service, stating the reason for the discipline, and a copy of such notice will be forwarded to the secretary of the union.

17.03 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 17.02, the employee shall be reinstated immediately in his former position without the loss of seniority or any other benefit which would have accrued to him if he had not been suspended or discharged. One of the benefits which he shall not lose is his regular pay during the period of unlawful suspension or discharge, which shall be paid to him at the end of the next complete pay period following his reinstatement or upon his resignation from employment should he choose not to be reinstated.

- 17.04 In cases of discipline and discharge, the burden of proof shall rest with the employer.
- 17.05 An employee suspended or discharged may proceed to step 2 of the grievance procedure.
- 17.06 An employee has the right to have access to review his personnel file insofar as discipline is concerned, and this review shall take place within a three (3) day notice period at a time mutually agreed between the employee concerned and the Human Resources **Manager or his delegate**. An employee will be entitled to receive a copy of document(s) in his file upon request, provided the document(s) are not for administrative purposes only. The employee is entitled to have a Steward with them during the review of the personnel file.
- 17.07 The record of an employee shall not be used against him and shall be removed from his personnel file after twelve (12) months have elapsed since a verbal or written warning, and after eighteen (18) months have elapsed since a suspension, provided there has been no recurrence of a similar and/or any other infraction.
- 17.08 An employee or person covered by this Agreement shall not be required to cross a legal picket line where there exists reasonable apprehension or risk of injury.
- 17.09 Right to Have Steward Present: Where a supervisor intends to interview an employee for disciplinary purposes as defined in Article 17.01, the supervisor shall so notify the employee in advance of the purpose of the interview **and ensure the availability of a Steward** to be present at the interview.
- 17.10 Any employee of the Corporation may be disciplined for any of the following reasons:
- (a) bringing or using intoxicant and drugs on Corporation premises;
 - (b) reporting for duty or being on duty under the influence of liquor or drugs, other than prescribed by a physician;
 - (c) destruction of Corporation property through negligence;
 - (d) theft;
 - (e) disorderly conduct on duty;
 - (f) disobedience or insubordination including refusal or failure to perform work assigned within the employee's classification;
 - (g) failure to report accidents at time of occurrence or first opportunity;
 - (h) using Corporation property for personal use without permission;
 - (i) use of profane or abusive language;
 - (j) causing injury to self or fellow employees through proven negligence;
 - (k) participating in illegal strike or picketing.

It is agreed that the causes of discipline set out above, are not exhaustive of such cases.

ARTICLE 18 – SENIORITY

18.01 Accumulation of Seniority

Employees shall accumulate seniority from his/her hours actually worked.

18.02 Seniority Lists

The Employer shall maintain a seniority list for full-time, seasonal full-time, and part-time employees and send up-to-date seniority lists to the Union **Recording Secretary** and post on the bulletin boards by February 1st (**covering July to December**) and August 1st (**covering January to June**) of each year, showing:

- (a) Employee's Name;
- (b) Classification;
- (c) Date of hire;
- (d) Accumulated hours worked; **and**
- (e) Total seniority hours from date of hire.

18.03 Maintain Seniority

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

18.04 Loss of Seniority

Seniority shall be forfeited from any employee for any of the following reasons:

- 1) Discharge for just cause and not reinstated;
- 2) Voluntarily leaving the employment of the Corporation;
- 3) Is absent from work for one (1) working day without notifying the employer, unless such notice is not reasonably possible;
- 4) A calendar year lay-off will automatically cancel all seniority and continuity as an employee.

18.05 An employee temporarily transferred into a position outside the bargaining unit shall accumulate seniority for a period not exceeding one (1) calendar month. Should further time be required, it shall be mutually agreed between the Corporation and the Union.

18.06 An employee awarded a permanent position outside the bargaining unit shall lose his/her seniority within the bargaining unit, unless he/she chooses to return to his or her former position within three (3) calendar months. Such employee does not accumulate seniority during that three (3) calendar month period.

ARTICLE 19 – POSTING PROCEDURE FOR FULL-TIME POSITION

19.01 Job Posting

Should the corporation decide to create a full-time **or a seasonal full-time** permanent position, or a vacancy occurs, 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.

19.02 Information in Postings

Such notice shall contain the following information:

- (1) Name of position
- (2) Required qualifications, knowledge, education and skills
- (3) Wage or salary rate or range
- (4) Hours

19.03 Outside Advertising

Before the employer considers posting externally, all internal applications must be considered.

19.04 Role of Seniority in Selection Process

The appointment of an applicant to the position will be based on ability, qualifications and seniority. However, should ability and qualifications be considered equal, seniority shall be the determining factor.

19.05 Successful Candidate

When the successful candidate is selected, the vacancy shall be filled within five (5) working days from the closing date of the job posting. If further time is required, it shall be mutually agreed upon.

19.06 Trial Period

The trial period shall be for a period of ninety (90) hours actually worked. The purpose of the trial period is to enable the corporation to assess whether the successful candidate is able to perform the job in a satisfactory manner.

ARTICLE 20 – LAYOFF AND RECALL

20.01 (a) “Layoff” means a reduction in the hours of work of a full-time or a seasonal full-time employee or a reduction in the workforce.

(b) **Role of Seniority in Layoff**

In the event of a layoff, employees shall be laid off in the reverse order of their seniority by classification in the bargaining unit.

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20.02 Return to Work

Full-time and seasonal full-time employees shall be recalled in order of their seniority by classification in the bargaining unit by being notified by telephone at least seven (7) calendar days preceding their return to work.

ARTICLE 21 – HOURS OF WORK

21.01 Employees will be scheduled to work according to their classification and seniority.

- (a) The weekly hours of work of a **full-time or a seasonal full-time** employee shall be maxed to 32 hours in addition to the statutory holiday when the employee is requesting the statutory holiday.
- (b) The weekly hours of work of a **full-time or a seasonal full-time** employee shall be maxed to 40 hours when the employee is banking the statutory holiday.
- (c) The employee is responsible to notify the employer of their choice prior to posting the weekly schedule.

21.02 The work schedule may be changed by mutual agreement between the parties.

21.03 An employee may change his/her scheduled shift with another employee in his/her classification at no extra cost to the corporation.

21.04 Work Schedule

The employer shall post a one (1) week schedule of work in each classification for full-time and seasonal full-time employees. The schedule shall be posted by noon on Tuesday for the following work week and shall include two (2) consecutive rest days when possible.

Work Schedule for Security Office

The employer shall post a one (1) week schedule of work for this classification for full-time, and seasonal full-time employees. The schedule shall be planned fairly and posted by noon on Tuesday for the following work week. In as much as reasonably possible, full-time and seasonal full-time employees shall be granted weekly two (2) consecutive rest days and a weekend every four (4) weeks.

21.05 Employees will be entitled to a lunch and rest period as follows:

| # of Hours Worked | Rest Period of 15 minutes | Lunch Period of 20 minutes |
|--------------------------|----------------------------------|-----------------------------------|
| 4 hour shift | 1 rest period | N/A |
| 5 – 8 hour shift | 1 rest period | 1 Lunch period |
| 9 – 10 hour shift | 2 rest periods | 1 Lunch period |
| 12 hour shift | 2 rest periods | 2 Lunch periods |

21.06 When an employee is called in to work, he/she will be paid a minimum of **four (4)** hours pay at the appropriate rate.

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ARTICLE 22 - OVERTIME

- 22.01 An employee who works in excess of forty (40) hours in a work week (Sunday to Saturday) will be paid at the rate of time and one-half for all hours worked in excess of 40 hours, **or an employee who works in excess of their regular scheduled shift (which must be of at least 8 hours), will be paid at the rate of time and one-half for all hours worked in excess of that shift. All shifts scheduled under 8 hours shall be paid for the hours worked in excess of 8 hours at the overtime rate.**
- 22.02 When an employee works on a Statutory Holiday, as defined in Article 23, he/she shall receive the rate of time and one-half for all time worked on the Statutory Holiday.
- 22.03 **Full-time and** seasonal full-time employees will be entitled to bank up to a maximum of forty (40) hours.

ARTICLE 23 - STATUTORY HOLIDAYS

- 23.01 The employer shall recognize the following paid public holidays:

| | | |
|----------------|------------------|-------------------|
| New Year's Day | Good Friday | Easter Monday |
| Victoria Day | Canada Day | New Brunswick Day |
| Labour Day | Thanksgiving Day | Remembrance Day |
| Christmas Day | Boxing Day | Family Day |

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

When Canada Day falls on a Sunday, the Monday following shall be observed as a public holiday.

- 23.02 (a) Full-time and Seasonal Full-time employees, active on the payroll system, shall receive payment of eight (8) hours, at their regular rate of pay, for the Statutory Holidays listed in 23.01. The employee must have worked his/her scheduled shift before and after the statutory holiday to qualify for such payment.
- (b) Part-time employees shall receive a Statutory Holiday payment of 4.62% of their regular wages in recognition of payment of the Statutory Holidays listed in 23.01. Such payment shall be indicated as a separate payment on their weekly pay stub.
- 23.03 Full-time and Seasonal Full-time employees, active on the payroll system but not scheduled to work on the Statutory Holiday, may choose to bank their Statutory Holiday to be taken as time off at a later date. It is the responsibility of the employee to indicate on their time sheet if the Statutory Holiday is to be banked or paid. The request to take the time off at a later date must be mutually agreeable between the employee and the employer.

- 23.04 All employees who work on a **statutory** holiday shall be paid time and one-half the employee's regular wages for each hour worked that day in addition to the statutory holiday payment outlined in Article 23.02 (a) or Article 23.02 (b), whichever is applicable.
- 23.05 Full-time and Seasonal Full-time employees shall be entitled to **two (2) eight (8) hour floating holidays** provided the employee worked a minimum of 1040 hours **for each floating holiday** in the preceding calendar year (January 1 – December 31). The employee must provide notice, in writing, to their immediate supervisor forty-eight (48) hours in advance of the time that the floater will be taken. A floating holiday can only be used for a scheduled workday and cannot be taken as payment on a non-scheduled workday. Floaters must be taken during the calendar year and cannot be carried forward into the next year. If a floater is not used, it shall be considered lost.

ARTICLE 24 – VACATION AND VACATION PAY

- 24.01 (a) An employee who has less than five (5) years of continuous employment with the employer shall receive vacation pay equal to four percent (4%) of total wages during the vacation pay year.
- (b) An employee who has five (5) or more years of continuous employment with the employer shall receive vacation pay equal to six percent (6%) of total wages during the vacation pay year.
- (c) An employee who has ten (10) or more years of continuous employment with the employer shall receive vacation pay equal to eight percent (8%) of total wages during the vacation pay year.
- (d) **An employee who has eighteen (18) or more years of continuous employment with the employer shall receive vacation pay equal to ten percent (10%) of total wages during the vacation pay year.**
- (e) When a seasonal full-time or full-time employee requests vacation leave with or without pay and gives the employer two (2) weeks notice, the employer shall authorize within that two (2) weeks notice such leave at a time mutually agreed with the employee, subject to operational requirements. A maximum of one employee per department will be out at the same time.
- (f) **When an employee is on vacation and is called in to work, the employee will be paid for a minimum of four (4) hours at time and one half (1 ½) and his vacation time will be credited to his account.**

By August 15th of each year, employees will signify in writing to the Corporation if they want their vacation pay payable and identified separately on their pay stub or having the choice to accumulate them. The Corporation is responsible to inform their employees about the choice of vacation pay.

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An employees' annual entitlement shall not exceed his/her annual accumulation as per article 24.01 (a), (b), (c).

All vacation will be taken in one week increments except that an employee may take one week in individual days.

24.02 Vacation entitlement shall be calculated from the initial hire date of employment at the K.C. Irving Regional Center.

24.03 If an employee loses their seniority, as per Article 18.04, they shall also lose their initial hire date for the purpose of vacation entitlement.

24.04 Vacation pay shall not be calculated on paid **statutory** holidays, vacation pay or gratuities.

24.05 Vacation pay shall be payable weekly and shall be identified on the employee's pay stub.

ARTICLE 25 - SICK LEAVE

25.01 Calculation of Sick leave entitlement:

1. An employee shall qualify to earn sick leave provided he/she was paid a minimum of 900 hours in the preceding year.
2. The initial qualifying period shall be calculated on the hours paid in 2005 for sick leave entitlement for 2006, thereafter, it shall be calculated on the preceding year.
3. **a) When a part-time employee qualifies for sick leave, entitlement shall be calculated at 3% of hours paid in the preceding year.**
b) A full-time or seasonal full-time employee entitlement shall be calculated at 7% of the hours worked paid in the preceding year.
4. Calculation of sick leave entitlement shall be indicated in the designated area on an employee's pay stub no later than January 31st of the first year of entitlement and the balance, if any, shall be indicated weekly thereafter.
5. An employee is required to qualify for sick leave only once unless there is a loss of seniority in accordance with Article 18.04.
6. **a) A part-time employee shall be entitled to accumulate sick leave to a maximum of two hundred forty (240) hours.**
b) A full-time or seasonal full-time employee shall be entitled to accumulate sick leave to a maximum of four hundred and eighty (480) hours.
7. If an employee's employment is terminated in accordance with Article 18.04, their sick leave accumulation is also terminated.

- 25.02 Provided an employee has sick leave to his/her credit, he/she shall be paid at the regular rate of pay for all the regular scheduled shifts he/she is on sick leave.
- 25.03 The employer has the right to investigate the use of sick leave and to require the employee to submit upon his/her return to work, satisfactory medical evidence from a qualified medical practitioner. Such proof of illness shall be requested during the period of illness.
- 25.04 The employee's Supervisor shall be notified by the employee, or his next of kin, when a claim is made for sick leave.
- 25.05 A deduction shall be made from all accumulated sick leave for absence due to sickness during any scheduled shift.

ARTICLE 26 – LEAVES OF ABSENCE

26.01 Subject to operational requirements, an employee elected or appointed to represent the Union, shall be granted a leave of absence without pay and without loss of seniority. Such request must be made in writing and forwarded to the Human Resources **Manager** or designate at least five (5) days prior to the requested leave. When scheduled to work, an employee on unpaid approved leave of absence for Union business shall receive his regular pay and benefits covered by this collective agreement. The Union shall reimburse the Employer for all pay and benefits during the period of absence.

26.02 Bereavement Leave

- (a) An employee shall not sustain loss of regular rate of pay and shall be granted a leave of absence in accordance with the following:
 - (1) Five (5) consecutive calendar days in the case of the death of the employee's spouse, common-law spouse, son, daughter, mother or father, brother or sister **and grandchild**;
 - (2) Three (3) consecutive days in the case of death of the employee's brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law **and** grandparents;
 - (3) **One (1) day in the case of a nephew, niece, aunt or uncle; and**
 - (4) The day of the funeral in the case of spouse's grandparents. (If it is the responsibility of the employee to arrange for the funeral, three (3) consecutive days shall be granted).
- (b) Reasonable time off shall be granted to employees who wish to attend the funeral of a member or retired member of Local 4632.

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- (c) One-half (1/2) day leave shall be granted without loss of salary or wages to attend any funeral as a pallbearer.
- (d) Payment shall be made at the regular rate of pay, provided that
 - (1) one of the days granted shall be the day of the funeral;
 - (2) the employee affected shall attend the funeral;
 - (3) all of the days for which payment is made are scheduled work days;
 - (4) the employee affected is not absent because of the following reasons:
 - (i) sick leave
 - (ii) on compensation
 - (iii) under suspension
 - (iv) day off
 - (v) any other leave of absence which may have been granted by the Corporation.
- (e) An employee who needs to travel out of town to attend a funeral shall be entitled to one (1) extra day of bereavement leave.

26.03 Maternity/Paternity Leave

The employer agrees to accept the Maternity/Paternity Leave as covered by the *Employment Standards Act*. An employee on leave under this Article shall not accumulate seniority.

- 26.04 (a) The Corporation shall pay any employee who is required to attend court as a witness in an inquest in a matter arising out of the course of his employment his regular rate of pay for the hours he is required to attend court. Treasury Boards' benefits applicable to the employee for his lost earnings shall be so directed to and for the use of the Corporation.
- (b) The Corporation shall pay any employee who is required to serve as juror (when scheduled to work) his full pay at his regular rate of pay for his lost earnings. Treasury Boards' benefits applicable to the employee for his lost earnings shall be so directed to and for the use of the Corporation.

26.05 Training Courses

When an employee is authorized and directed to attend an educational training course such as First Aid Course, Fork-lift Truck Course, Flagman Course or other relevant courses, such employee shall receive his/her regular pay for such period and such course shall be paid for by the employer.

26.06 Domestic Violence Leave:

The Employer shall grant the employees a leave of absence for domestic violence, intimate partner violence leave or sexual violence leave under section 44.027 of the *Employment Standards Act* if the employee has been in the employ of the Employer for more than 90 days.

The total of the leave of absences referred to in the Act that an employee is entitled to take, in each calendar year, shall not exceed the following:

- a) up to 10 days, which the employee may take intermittently or in one continuous period, and
- b) up to 16 weeks in one continuous period.

The first five days of this leave are paid and the balance of leave is unpaid leave.

The purpose for which the leave may be taken has to be consistent with the *Employment Standards Act*.

ARTICLE 27 – PAYROLL WAGES

27.01 Wages shall be paid weekly. Each employee shall be provided with an itemized statement of his/her earnings and deductions.

27.02 (a) If an employee is required to work for an additional one (1) hour beyond their scheduled shift, they will be entitled to a meal or a meal allowance of ten (10) dollars to be determined by the Corporation.

(b) For every four (4) hours of continuous on-going work completed, **all** employees shall be provided with a meal reimbursement of ten (10) dollars by the Corporation.

ARTICLE 28 – WELFARE BENEFITS

28.01 Employees shall qualify to participate in an employer sponsored Group RSP provided he/she was paid a minimum of 900 hours in the preceding year.

28.02 When an employee qualifies to participate in the Group RSP, he/she will be advised, in writing, no later than January 31st following the qualifying year.

28.03 If an employee chooses to participate in the Group RSP, he/she will be required to contribute 4% of their earnings, excluding overtime and gratuities, and the employer will contribute 4% of the employee's earnings, excluding overtime and gratuities.

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- 28.04 Contributions will be deducted from an employee's weekly payroll and submitted to the Group RSP no later than thirty days following the end of the month for which contributions were deducted.
- 28.05 If an employee loses their seniority in accordance with Article 18.04, they will be required to re-qualify to participate in the Group RSP.
- 28.06 The Group RSP is established to provide employees with a benefit at retirement. If an employee withdraws any and/or all of their contributions from the Group RSP, it shall disqualify them from further participation in the Group RSP and no further contributions to their Group RSP plan will be made by the employer.
- 28.07 It is the responsibility of the employee to establish their Group RSP with the applicable carrier within 30 days following written notification to the Corporation of their intention to join the plan. Upon expiration of the 30 days, if the employee has not made arrangements with the carrier to establish their Group RSP account, any contributions deducted from the employee's pay shall be returned to the employee and the employee will have to make arrangements with the carrier prior to any further contributions being withheld from their pay. Participation in the Group RSP will only become effective following account notification from the carrier.
- 28.08 **Full-time and Seasonal Full-time** employees will be eligible to join the applicable health and dental plan the 1st of the month following three (3) months of employment as a **Full-time or Seasonal Full-time** employee. Enrolment in the plan is mandatory unless the employee can provide evidence of insurance under their spouse's plan or another plan (former employer).

Employee Prescription Co-Pay: \$5.00

The employer shall pay 70% of the cost for the family plan and 80% of the cost for the individual plan (weekly payroll deductions).

- 28.09 **Full-time and Seasonal Full-time** employees will be eligible to join the life insurance plan 6 months following employment as a **Full-time or Seasonal Full-time** employee. Enrolment in the plan is mandatory unless the employee can provide evidence of insurance under their spouse's plan or another plan (former employer).

Life insurance: **\$50,000**
For life with double indemnity for accidental death or dismemberment.

Dependent Life:
 Spouse: **\$15,000**
 Child: **\$10,000**

The employer shall pay 70% of the cost for the family plan and 80% of the cost for the individual plan (weekly payroll deductions).

ARTICLE 29 – JOB CLASSIFICATION

- 29.01 The Employer shall prepare a new job description whenever a new job is created. When a new job is created, the rate of pay shall be subject to discussion between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute 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.
- 29.02 **The Employer and the Union recognize the importance of having job descriptions that accurately describe the duties, responsibilities, skills, knowledge and abilities required for each classification covered by the Collective Agreement. Revision of these job descriptions is required from time to time to reflect changes in the aforementioned areas. The parties agree to review all job descriptions within six (6) months after the signing of a new collective agreement.**

ARTICLE 30 – INJURED ON DUTY

- 30.01 When an employee is injured on duty, he shall be governed by the Workers' Compensation Act and Regulations of the Province of New Brunswick.

ARTICLE 31 – HEALTH AND SAFETY

- 31.01 The employer shall make reasonable provisions for the safety and health of its employees during their hours of employment.
- 31.02 Protective devices and other equipment deemed necessary to properly protect employees from injury, shall be supplied by the employer. It will be mandatory for employees to use such protective devices or equipment at all proper times.
- 31.03 It is mutually agreed that both the employer and the union shall co-operate to the fullest possible extent towards the prevention of accidents and in the reasonable promotion of safety and health.
- 31.04 **Right to Refuse:**
An employee who exercises his right under the provisions of this Article, shall do so in accordance with the Occupational Health and Safety Act and Regulations.
- 31.05 **Safety Committee:**
- (a) The employer and the union shall establish a joint Occupational Health and Safety Committee.
 - (b) The Committee shall consist of two (2) employees designated by the union and shall be structured in accordance with the Occupational Health & Safety Act and Regulations.

- (c) The Committee shall maintain and keep minutes of its proceedings and shall send a copy of same to members of the Committee.
- (d) Both parties agree that they will comply with the Occupational Health and Safety Act which governs matters related to such Committee.

31.06 Health and Safety Committee Pay Provisions: Representatives on the Committee or invited guests shall be protected against any loss of regular pay by reason of attendance at meetings and guaranteed that their individual relations with the department shall not be affected by action taken by them in good faith in their representative capacity.

ARTICLE 32 – CLOTHING

32.01 Safety and Protective Clothing

It shall be mandatory for all employees to wear safety and protective clothing at all proper times. The Corporation shall provide the following clothing as required.

| <u>Position</u> | <u>Description</u> |
|---|---|
| Event Technician conversion crew and full-time and seasonal full-time security (set-up and tear down) | \$150.00 maximum reimbursement for steel toe CSA safety boots or shoes (original receipt required). Reimbursement will only be provided upon successful completion of the probationary period as per Article 3.04 of the collective agreement. |
| Event Technicians | Jacket (K.C. Irving Logo) Hat (K.C. Irving Logo) Safety glasses Hard hats Gloves (work) 2 pants & 2 shirts (1 full-time & 1 seasonal full-time) |
| Security | Jacket (K.C. Irving Logo) 3 shirts Security Officer (1 full-time & 1 seasonal full-time, 3 part-time) |
| Concessions | Top Hat Pants Anti-slip shoes (1 seasonal full-time) |
| Parking Attendants | Rain suits Overalls (insulated) Vest (safety) Gloves (insulated work) |
| Ushers | Jacket (K.C. Irving Logo) |

32.02 Employees Responsibility

It shall be the responsibility of the employee to look after such safety and protective clothing issued by the Employer and to keep the clothing as clean as work conditions permit.

ARTICLE 33 – CONTRACTING OUT

33.01 The City will not reduce its regular workforce as a result of contracting out.

ARTICLE 34 – NO STRIKE OR LOCKOUT

34.01 The Union agrees that there will be no strike, slowdown, or unreasonable absenteeism, and the Corporation agrees that there shall be no lockout of employees covered by this agreement, in accordance with the Industrial Relations Act of the Province of New Brunswick.

ARTICLE 35 - COST OF LIVING ALLOWANCE

35.01 In order to protect the living standard of the members of the bargaining unit, the Corporation agrees to increase the wage schedule in the Agreement by one cent (1) per hour for each .3 full points increase in the all item consumer price index for Canada, all items 1971 = 100, triggered whenever the said index exceeds nine percent (9%) annually from December 31, **2015**. The said cost of living to be adjusted on December 31st of each contract year.

The cost of living allowance (C.O.L.A.) will be paid weekly on regular hours of work only.

The C.O.L.A. shall not be incorporated in the basic hourly rate and shall not be used in the computation of welfare benefits.

Example of Calculation:**Consumer Price Index for Canada (1971 = 100)**

| | | |
|----------------------|-------|----------------|
| December 2015 | _____ | points |
| December 2016 | _____ | points |
| December 2017 | _____ | points |
| December 2018 | _____ | points |
| December 2019 | _____ | points |
| December 2020 | _____ | points _____ % |

In excess of nine percent (9%) from December 31, **2015**, C.O.L.A. triggered on the basis of one (1) cent per hour increase for each .3 full points in the C.P.I.

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ARTICLE 36 – GENERAL CONDITIONS

36.01 In this Collective Agreement masculine includes feminine.

36.02 Accommodation

Accommodations shall be provided for employees to have their meals and to store and change their clothes.

36.03 Bulletin Boards

The employer shall provide bulletin boards in the K.C. Irving Center. The Union shall have the right to post notices of meetings and other information of interest to employees.

ARTICLE 37 – TERM OF AGREEMENT

37.01 (a) This agreement shall be binding and remain in effect for a term beginning on January 1, 2016 and ending on December 31, 2020, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by written notice to the other party not less than sixty (60) calendar days and not more than one hundred and eighty (180) calendar days prior to the expiration date of this Agreement or any renewal thereof.

(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/lockout occurs, whichever occurs first.

37.02 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.

IN WITNESS WHEREOF the City of Bathurst has hereunto affixed its Corporate Seal and caused these presents to be executed by its duly authorized officers and the Canadian Union of Public Employees, Local 4632, caused these presents to be executed by its duly authorized officers.

SIGNED, SEALED AND DELIVERED

THE CITY OF BATHURST

Vernique Bourque
Human Resources Manager



[Signature]
City Clerk

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4632**

[Signature]
President

[Signature]
National Representative
CUPE Local 4632

Linda White
Recording Secretary

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APPENDIX A**JANUARY 1, 2016**

| <u>CUSTOMER SERVICES GROUP</u> | <u>Initial Rate</u> | <u>320 Hours</u> |
|---------------------------------------|----------------------------|-------------------------|
| | 1.60% | 1.60% |
| Group A | \$12.24 | \$15.75 |
| Group B | \$13.77 | \$17.27 |
| Group C | \$16.76 | \$16.76 |
| Group D | \$16.79 | \$16.79 |

JANUARY 1, 2017

| <u>CUSTOMER SERVICES GROUP</u> | <u>Initial Rate</u> | <u>320 Hours</u> |
|---------------------------------------|----------------------------|-------------------------|
| | 1.60% | 1.60% |
| Group A | \$12.44 | \$16.00 |
| Group B | \$13.99 | \$17.55 |
| Group C | \$17.03 | \$17.03 |
| Group D | \$17.06 | \$17.06 |

JANUARY 1, 2018

| <u>CUSTOMER SERVICES GROUP</u> | <u>Initial Rate</u> | <u>320 Hours</u> |
|---------------------------------------|----------------------------|-------------------------|
| | 1.60% | 1.60% |
| Group A | \$12.64 | \$16.26 |
| Group B | \$14.59 | \$18.79 |
| Group C | \$17.30 | \$17.30 |
| Group D | \$18.95 | \$18.95 |

JANUARY 1, 2019

| <u>CUSTOMER SERVICES GROUP</u> | <u>Initial Rate</u> | <u>320 Hours</u> |
|---------------------------------------|----------------------------|-------------------------|
| | 1.60% | 1.60% |
| Group A | \$12.84 | \$16.52 |
| Group B | \$14.82 | \$19.09 |
| Group C | \$17.58 | \$17.58 |
| Group D | \$19.25 | \$19.25 |

JANUARY 1, 2020

| <u>CUSTOMER SERVICES GROUP</u> | <u>Initial Rate</u> | <u>320 Hours</u> |
|---------------------------------------|----------------------------|-------------------------|
| | 1.60% | 1.60% |
| Group A | \$13.05 | \$16.78 |
| Group B | \$15.06 | \$19.40 |
| Group C | \$17.86 | \$17.86 |
| Group D | \$21.40 | \$21.40 |

***Note: Wage adjustment correction to reflect a wage differential of \$2.00 from Group B to D effective as of ratification of Collective Agreement.**

GROUP A: BARTENDER, CONCESSIONS, EVENT TECHNICIAN, USHER, PARKING ATTENDANT & SECURITY GUARD

GROUP B: CUSTOMER SERVICES OFFICER, SECURITY OFFICER

Notes: (1) In August 2018, it was mutually agreed by the Corporation and the Union that the Customer service/Box Office position be changed to Customer Services Officer at a rate of \$14.59 (initial rate) and after probationary period a rate of \$18.79.

(2) New position of Security Officer and change in rate would be effective as of the ratification of this Collective Agreement.

GROUP C: EVENT TECH CHANGEOVER RATE

GROUP D: CLASSIFICATION LEADER