

COLLECTIVE AGREEMENT

between

Harbour Station Commission

and

The Canadian Union of Public Employees

CUPE Local 3985



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This AGREEMENT made and entered into this _____ day of
_____, 2012.

BETWEEN

HARBOUR STATION 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 3985, CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE), 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 and to settle conditions of employment for the continuous and effective operation of the Harbour Station Commission, 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

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 employees of Harbour Station Commission, employed at Harbour Station, Saint John, NB, save and except the General Manager, Assistant Manager, Supervisors, Supervisor of Cleaning, Supervisor of Maintenance, Supervisor of Ushers, Security Supervisor, Parking Lot staff, Box Office staff, Clerical and Support staff, Gift Shop staff, Theatrical Production staff, summer students, 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 in cases mutually agreed upon by the parties. Harbour Station licensing agreements with clients offer them the option of providing their own staff. Should the clients select the option outlined, this would not be a violation of the collective agreement.

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 New Classifications

Incumbents of new positions created by the employer, following the date of signing this Agreement, shall automatically be included in the bargaining unit unless specifically excluded by mutual Agreement or by the Industrial Relations Act.

3.05 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 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

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

Article 5 – Membership and Dues

5.01 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.

5.02 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 each year outlining the schedule of payments for the following year.

5.03 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.

5.04 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.

5.05 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.

Article 6 – Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the General Manager or a designate and the Recording-Secretary of the Union, or a CUPE National Representative, with a copy to 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 two (2) members appointed by the Employer and two (2) members appointed by the Union. This committee will cover part-time as well as full-time employees.

7.02 Meetings of Committee

This Committee shall meet at a time and place mutually agreed upon, at the request of either party, 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 representative 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

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

Article 9 – Grievances

9.01 Complaints to be Adjusted Quickly

The parties to this Agreement agree 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 this Agreement. The Union shall notify the Employer of any changes.

9.04 Names of Stewards

The Union shall notify the Employer in writing, 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 griever(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 a 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 a settlement being reached in Step 3, the Grievance Committee may submit the written grievance to the General Manager 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 within the twenty (20) days after having received a decision by the General Manager 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 two (2) representatives of the Union to leave their employment temporarily in order to attend Grievance and Arbitration Hearings. Should the grievance hearing be scheduled during regular working hours, the employee and the representatives 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 Article 9.07 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

An employee may be dismissed only for just cause and only upon the authority of the General Manager or designate. A Department Head may suspend an employee but shall immediately report such actions to the General Manager or designate. When an employee is disciplined, suspended or discharged, he/she shall at his/her request be given the reason in the presence of a 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

An employee shall not be disciplined or dismissed without just cause and his/her having a 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

An 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's 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.

Any unfavourable report concerning an employee shall not be used against him/her after twenty-four (24) months following a suspension or disciplinary action provided, during that twenty-four (24) month period, no other disciplinary action was taken by the Employer as a result of a similar incident.

Article 11 – Seniority

11.01 Definition

Seniority shall be defined as length of service with the Employer. Subject to Article 11.02, Seniority List, should two (2) or more employees have the same seniority date, seniority will be determined on the basis of a lottery.

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. Effective June 1, 1998, where two (2) 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 or 18 shifts whichever is greater. 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. All probationary employees shall not have rights described in the grievance procedure.

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:

- (a) He/she is discharged for just cause and is not reinstated.
- (b) He/she resigns in writing and does not withdraw within two (2) days.
- (c) 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.
- (d) Is absent from work in excess of one (1) working day without notifying the Employer, unless such notice is not reasonably possible.
- (e) 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 employee shall have the right to return to his/her former position within six (6) months.

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

(This Article is not applicable to part-time employees.)

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 Outside Advertising

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

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. However, should ability and qualifications be considered equal, seniority will be the determining factor. 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 Department 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.

Article 13 – Lay-offs and Recalls

13.01 Definition of Lay-off

A lay-off will be defined as a reduction of the work force.

13.02 Reduction in Hours

(This Article is not applicable to part-time employees).

Prior to reducing the regular scheduled hours of work for any permanent employee, the Employer agrees to consult the Union.

13.03 Role of Seniority in Lay-offs

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

13.04 Recall Procedures

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

13.05 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall in accordance with Article 13.04 "Recall Procedures".

13.06 Advance Notice of Lay-off (Full-time Staff Only)

Unless legislation is more favourable to the employees, the Employer shall notify employees who are laid off ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.

13.07 Grievance and Lay-offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 4 of the Grievance Procedures.

Article 14 – Hours of Work

14.01 Hours of Work

14.01 (a) Full-time Employees

The regular hours of work for full-time employees shall be 40 hours per week. Every effort shall be made by management in regards to unexpected shift changes to notify the employee as soon as possible.

Regular scheduled hours of work shall not be reduced to offset work on regular days off. When an employee is required to work on a regular day off, they shall receive a minimum of four (4) hours of pay at the prevailing overtime rate.

14.01 (b) Part-time Employees

The Employer would schedule employees from the seniority list and note where they stop for that particular call-in. In the next call-in occasion they would commence with the name below the last name called in the previous call-in.

An employee who accumulates over 44 hours per week shall be compensated by receiving one and one-half (1½) times the employees regular rate of pay for the hours over 44.

The employee shall receive a minimum of four (4) hours for each shift.

A meal shall be provided to a part-time employee who is requested to stay for an additional unscheduled shift. The employee must have worked over six (6) hours for this to apply.

Employees working five (5) or more hours shall be permitted an unpaid rest period of thirty (30) consecutive minutes in either the first or second half of each work day, subject to operational requirements. Failing this, the Employer agrees to pay the time missed as extra time worked.

14.02 Lunch Period

(This Article is not applicable to part-time employees).

Employees will be provided with a 30-minute lunch period as close to mid-shift as possible. Should the Employer direct the employee not to leave the building during this 30-minute period, the employee will be paid at his/her regular rate.

Subject to operational requirements, employees may be permitted a rest period of **fifteen (15)** consecutive minutes in the first and second half of each work day. It is understood that operational requirements may require the rescheduling of these breaks by the Employer. Should this occur, employees will not receive the work break and will not receive compensation for the work break.

14.03 Regular Days

Subject to operational requirements, the regular days off of employees will be scheduled consecutively.

14.04 Work Schedule

A work schedule for all full-time employees shall be posted at least **seven (7)** days in advance to the best of the employer's ability / or subject to operational requirements.

Article 15 – Additional Hours of Work

(This article is not applicable to part-time employees).

15.01 Additional Hours of Work

The parties recognize it may be necessary for employees to work additional hours to those detailed in the regular work schedules.

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

15.02 Time off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time-off at the appropriate overtime rate at a time mutually selected. An employee shall not accumulate more than forty (40) hours of lieu time. If such time cannot be mutually agreed upon, the employee shall be paid the appropriate overtime rate at time and one-half (1½).

Article 16 – Holidays

(This Article is not applicable to part-time employees).

16.01 Paid Holidays

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

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

16.02 Holiday on Scheduled Day Off

When any of the holidays (as indicated in 16.01) falls on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreeable.

16.03 Compensation for Work on a Holiday

When an employee is required to work on any of these holidays (indicated in 16.01), he/she shall receive the regular pay for the holiday, plus be compensated at the rate of time and one-half (1½) for all hours worked.

Part-time employees to receive 7% on earned wages for vacation pay and statutory holidays. As per the Employees Standards Act, any employee will receive time and one-half (1½) if working on a Statutory Holiday.

Article 17 – Vacations

(This Article is not applicable to part-time employees).

17.01 Length of Vacation

An employee engaged in full-time employment shall receive an annual vacation with pay in accordance with the employee's years of continuous service as follows:

Less than 1 year – 1 day for each month worked (max. of 2 weeks)

1 year or more – 2 weeks vacation

4 years or more – 3 weeks vacation

9 years or more – 4 weeks vacation

20 years or more – 5 weeks vacation

Agreed in principle: 1 year of service will be defined as 2080 hours

17.02 Vacation Schedules

A vacation schedule shall be distributed to employees on the first working day in January and shall be returned by the last working day in January for vacations for the upcoming year. These vacations shall be awarded on the basis of seniority. After the January deadline, vacations shall be awarded on a first come first served basis. Vacations shall be scheduled in either one-day blocks or week blocks.

17.03 Compensation for Holidays Falling within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation, he/she shall be allowed an additional vacation day with pay at a time mutually agreed upon by the employee and employer.

17.04 Vacation Entitlement on Termination

An employee terminating employment at any time in the vacation year, prior to using his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

17.05 Overtime During Vacation

Should an employee be offered overtime during their vacation, they shall have the right to refuse.

Article 18 – Sick Leave Provisions

(This Article is not applicable to part-time employees)

18.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled or because of an accident which occurred outside the workplace.

Amount of Paid Sick Leave

Sick leave shall be earned at the rate of eight (8) hours for each month worked to a maximum of one hundred and twenty (120) hours.

18.02 Deduction From Sick Leave

Sick leave shall be earned at the rate of eight (8) hours for each month worked to a maximum of one hundred and twenty (120) hours.

18.03 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of two (2) working days, certifying that he/she was unable to carry out his/her duties due to illness.

18.04 Sick Leave During Lay-off

When an employee is laid off, he/she shall not earn sick leave credits during such period of lay-off, but shall retain his/her cumulative credit.

18.05 Extension of Sick Leave

In the event an employee with at least two (2) years continuous service is hospitalized, and has exhausted his/her sick credits, he/she shall be allowed an extension of his/her sick leave to a maximum of thirty-six (36) hours. Upon return to duty, the employee must repay the extension of sick leave credits in order to qualify for sick leave at a later date.

18.07 Sick Leave Records

Each year, the Employer shall advise each employee, in writing, of the amount of sick leave accrued to his/her credit at the time the T- 4 slips are issued.

Article 19 – Leaves of Absence

(This Article is not applicable to part-time employees, with the exception of Article 19.01).

19.01 Negotiation Pay Provisions

(This Article is applicable to part-time employees).

The Union Bargaining Committee shall be granted time-off without loss of pay and benefits for the purpose of negotiating a Collective Agreement.

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.

19.02 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 General Manager 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.

19.03 Leave of Absence for Full-time Union Duties

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

19.04 Pay During Leave of Absence for Union Convention

Leave of absence without 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 twenty-four (24) working hours for the bargaining unit per year.

19.05 Bereavement and Mourner's Leave

(a) Bereavement Leave:

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

In the event of the death of an employee's father, mother, spouse, significant other, son, daughter, brother, sister, father-in-law, mother-in-law, uncle, aunt, grandparents, nieces, nephews, sister-in-law and brother-in-law, three (3) consecutive days shall be granted, one day which shall be the day of the funeral and to the extent that any or all of these days are scheduled working days. Duration of the leave of absence granted an employee in the event of the death of other "in-laws" shall be at the discretion of the General Manager.

(b) Mourner's Leave:

In the event of the death of any member of the bargaining unit, the President or his appointee and Shop Steward of the Department concerned shall be granted paid leave up to a maximum of four (4) hours for the purpose of attending the funeral and to pay last respects to the deceased.

(c) Active Pallbearer:

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

Employees may be granted additional time off as required for the purpose of additional travel time as the Employer's discretion.

19.06 Preventative Medical Leave

An employee who is unable to schedule medical appointments outside of working hours shall be allowed up to six (6) hours per calendar year, leave with pay for such appointments.

19.07 Maternity/Paternity Leave

The Employer agrees to accept the Maternity/Paternity Leave as covered by the Employment Standards Act.

19.08 Special Leave

- (a) Marriage Leave: An employee shall be granted one (1) day with pay in the event of his/her marriage.
- (b) Emergency Leave: An employee shall be granted up to two (2) days leave of absence without loss of pay in the event he/she is left homeless due to fire, flood, or Act of God.

19.09 Jury Duty Leave

When an employee is on jury duty, he/she shall receive payment of wages as per the applicable legislation.

Any employee called as a witness in any coroners inquest or Court proceedings related to his/her work, shall receive full pay at the prevailing rate.

19.10 Educational Leave

The Employer may grant with the approval of the General Manager, at least one (1) employee at a time, a leave of absence without pay and without loss of seniority to a maximum of twelve (12) months to an employee requesting such leave for educational purposes. Such request must be submitted to the General Manager.

An employee shall be entitled to a leave of absence without loss of pay, in order to write examinations. Four (4) hours shall be allotted for each examination. The employee shall only be granted this leave with pay for each exam once.

Article 20 – Payment of Wages and Allowances

20.01 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.

20.02 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 the next higher than the previous rate.

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.

Employees assigned, promoted or reclassified, in accordance with this Article, will be paid at the current classification's rate of pay.

20.03 Pay on Transfer, Lower Rated Job

When an employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, his/her rate shall not be reduced.

Article 21 – Job Classifications

- (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, 21(a) shall apply.

Article 22 – Copies of the Collective Agreement

The employer agrees to provide the Union with fifty (50) copies of the Collective Agreement.

Article 23 – Workers' Compensation Benefits

23.01 Workers' Compensation Benefits

When an employee is injured on duty, he shall be paid in accordance with the Workers' Compensation Act of the Province of New Brunswick.

The employee benefits plan will remain in effect while the employee is on Workers' Compensation.

23.02 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 24 – Health and Safety

24.01 Co-operation on Safety

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

24.02 Compliance with Health and Safety Legislation

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

24.03 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 (2) Union and two (2) 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 the Union.

24.04 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.

24.05 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 25 – Technological Change

(a) Technological Change Defined

Technical 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 convened in writing and shall contain the appropriate information including:

- 1. the nature of the change;
- 2. the date on which the Employer proposes to effect the change;
- 3. the approximate number, type and location of employees likely to be affected by the change; and
- 4. 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 25(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 26 – Clothing

(a) Full-time employees

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

On an annual basis:

1. Jacket – with Harbour Station logo
2. Overalls
3. Steel Toe Safety Boots - **\$100.00**
4. Safety Glasses
5. Golf Shirts (1) – with Harbour Station logo
6. Work Pants – **\$50.00**
7. **Harbour Station hat**

Other safety apparel as defined by legislation.

(b) Part-time employees

The Employer agrees to provide part-time employees with a uniform as determined by the Employer and the employees will be required to pay a deposit of fifty dollars (\$50.00). Upon returning the uniform, the employee will receive a full refund. Ushers will be provided with a Jacket.

Conversion Employees

At the beginning of each year, the employee shall receive the following:

- 1) Gloves
- 2) Safety Glasses
- 3) Coveralls – disposable
- 4) Other safety apparel as defined by legislation.

Full-time employees shall be entitled to **\$100.00** annually on April 1st of each year towards the purchase of steel-toed CSA approved safety boots.

Note: HS Handbook – include steel-toed boots required.

Part time maintenance and conversion employees, who have completed their probationary period, shall receive an additional of \$0.04 per hour towards the cost of steel-toed CSA approved work boots.

Article 27 – General Conditions

27.01 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.

27.02 Proper Accommodation

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

27.03 Bulletin Boards

The Union shall have access to the following bulletin boards: Passgate Stairwell, outside of Food Services office and Staff Room. The union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

27.04 Meals

All employees shall receive a 50% discount on all food purchased at food services (no alcoholic beverages) for the specific employee only, (the employee is not permitted to purchase for family, friends, etc.).

A limit of **\$7.50** on the discount for a **\$15.00** value. Food can only be consumed during a scheduled break. This is only applicable when concessions are open during normal working hours.

Article 28 – Term of the Agreement

28.01 Duration

This Agreement shall take effect and be binding on the parties hereto for the period from **January 1, 2012 to December 31, 2015** inclusive and shall remain in force for successive periods of twelve (12) months thereafter, unless either party requests negotiation of a new or replacement Agreement by giving notice to the other party within sixty (60) days prior to the expiration date of this Agreement or any renewal thereof.

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

28.02 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.

Notice of Changes

Either party desiring to propose changes to this Agreement shall, within the sixty (60) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within thirty (30) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

28.03 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 29 – Hourly Wage Adjustment

All event staff, custodial staff, conversion staff, and concession staff that are required to work a scheduled overnight shift, will receive two dollars (\$2.00) per hour shift differential for hours worked between 11 PM and 8:00 a.m. This shift differential does not apply to full-time staff.

Full-time Employees

Employees with the following current certifications shall be entitled to these increases:

Full-time Classification	Current Rate	Jan 1, 2012 0 %	Jul 1, 2012 1.75 %	Jan 1, 2013 1.75 %	Jan 1, 2014 1.75 %	Jan 1, 2015 1.75 %
Building Attendant 4 th Class Power Engineer	18.00	18.00	18.32	18.64	18.96	19.29
Maintenance Cleaner	11.36	11.36	11.56	11.76	11.97	12.18
Part-time Employees						
Event Staff, Custodial Staff and Conversion Crews	10.00	10.00	10.18	10.35	10.53	10.72
Building Attendant Helper	10.00	10.00	10.18	10.35	10.53	10.72
Custodial Lead Hand	10.90	10.90	11.09	11.28	11.48	11.68

All new staff will start at minimum wage for the duration of the probationary period as per article 11.03.

Article 30 – Employee Benefits (Full-time Employees Only)

30.01 Medical Plan

After three (3) months of continuous service, each employee shall have the option of entering into the Harbour Station Medical Plan.

30.02 Pension Plan

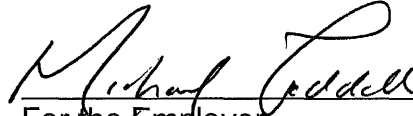
After six (6) months of continuous service, each employee shall have the option of entering into the Harbour Station Pension Plan.

IN WITNESS WHEREOF the Employer has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized officers, and the Union has caused this Instrument to be executed by their proper Officers hereto duly authorized the day and year first written above.

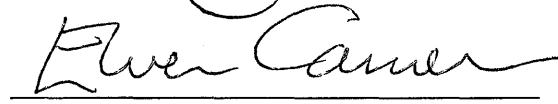
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

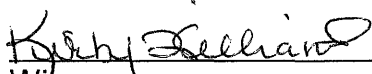
HARBOUR STATION COMMISSION
("THE EMPLOYER")

Signed:


For the Employer


Signed:


For the Employer


Witness

LOCAL 3985, THE CANADIAN UNION
OF PUBLIC EMPLOYEES
("THE UNION")

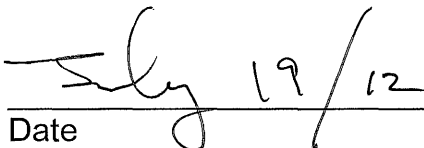
Signed:


For the Union

Signed:

For the Union


Witness


Date