

COLLECTIVE AGREEMENT

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3558

(FULL-TIME)

AND

THE CANADA GAMES AQUATIC CENTRE

JANUARY 1, 2012 TO DECEMBER 31, 2015

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This AGREEMENT made and entered into this 19th day of December 2011:

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

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

ARTICLE 1 - INTENT AND PURPOSE OF AGREEMENT

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

ARTICLE 2 - MANAGEMENT'S RIGHTS

2.01 Management's Rights

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

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

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

General Manager, Program Coordinator, Operations Director, Program Directors, Administrative Assistant, Human Resource Coordinator, Front Desk Supervisor, Aquatic

Instruction Supervisor, Lifeguard Supervisor, Maintenance Supervisor, Assistant Maintenance Supervisor, Accountant, Secretaries, Specialty Instructors, and those excluded by the Industrial Relations Act.

✓ **3.02 Work of the Bargaining Unit**

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

3.03 ✓ No Other Agreements

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

3.04 ✓ Right of Fair Representation

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

ARTICLE 4 - HUMAN RIGHTS

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

1. ✓ The Employer shall deduct from every employee covered under the N.B. Industrial Relations Board, Order 1-15-91, any dues, initiation fees, or assessments levied by the Union.

2. ✓ Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the 15th day of the following month for which the dues were levied. ↻
3. ✓ The cheque shall be accompanied by a list of the names, classifications, sex, and regular and overtime earnings of the employees from whose wages the deductions have been made.
- 3 4. ✓ The Union Bargaining Committee shall be granted time off without loss of pay and benefits for the purpose of negotiating a Collective Agreement.
- 4 5. The Union shall reimburse the Employer for all pay and benefits during the period of absence. Such payment shall be made within 30 days of the Employer having forwarded a detailed invoice.

5.02 ✓ Check-Off of Payments

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

5.03 ✓ Deductions

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

5.04 ✓ Dues Receipts

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

5.05 ✓ Potential Employees

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

5.06 ↘ Union Information Session

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

ARTICLE 6 ↘ - CORRESPONDENCE

6.01 ↘ 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 four (4) members appointed by the Employer and four (4) members appointed by the Union.

7.02 ↘ Meetings of Committee

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

7.03 ↘ Chairperson of the Meeting

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

7.04 ✓ Minutes of Meeting

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

7.05 ✓ Jurisdiction of Committee

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

ARTICLE 8 - UNION BARGAINING COMMITTEE

8.01 ✓ Union Bargaining Committee

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

8.02 ✓ Time Off For Negotiations

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

ARTICLE 9 - GRIEVANCES

9.01 ✓ Complaints to be Adjusted Quickly

✓ The parties to this agreement 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 Appendix "A" of this agreement.

9.04 ✓ Names of Stewards

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

9.05 ✓ Grievance Committee

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

9.06 ✓ Definition of Grievance

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

9.07 ✓ Settling of Grievances

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

STEP 1

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

STEP 2

✓ If the Steward and/or the Grievance Committee consider the grievance to be justified, he/she will submit the written statement of the particulars of the grievance and the redress sought to the employee's Supervisor within twenty (20)

days of the employee becoming aware of the grievance. The Supervisor will reply in writing within 5 days.

✓ **STEP 3**

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

✓ **STEP 4**

✓ Failing settlement being reached in Step 3, the Grievance Committee may submit the written grievance to the 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 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 three (3) representatives of the Union to leave their employment temporarily in order to attend Grievance and Arbitration Hearings. They shall suffer no loss of pay for time so spent.

✓ **9.09 Policy Grievance**

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

9.10 Arbitration

(a) When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail or personal delivery addressed to the other party

of the Agreement, indicating the name of its nominee on an arbitration board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two appointees shall select an impartial chairperson.

(b) ↘ Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree on a third party within fourteen (14) days of the notification mentioned above, the Minister responsible for the Industrial Relations Act will be asked to appoint another person to act as Chairperson.

(c) ↘ The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it.

(d) ↘ Every party to and every party bound by this Agreement and every person on whose behalf the Agreement was entered into shall comply with the provision for final settlement and give effect thereto. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement.

(e) ↘ The decision of the Board of Arbitration or a majority thereof, constituted in the above manner, shall be binding on both parties.

(f) ↘ Each of the parties to this Agreement shall bear the expense of the Arbitrator appointed by it, and the parties will jointly bear the expenses, if any, of the Chairman.

9.11 ↘ Technical Irregularities

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

ARTICLE 10 - DISCIPLINE

10.01 ↘ Discharge and Discipline Procedure

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

10.02 ↘ Burden of Proof

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

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

10.03 ↘ Grievance Steps

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

10.04 ↘ Personnel Files

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

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

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

10.05 ↘ Adverse Report

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

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

↘ 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 full time service with the Employer.

11.02 Seniority List

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

11.03 Probation For Newly Hired Employees

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

11.04 Loss of Seniority

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

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

11.05 Positions Outside the Bargaining Unit

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

✓ If an employee is promoted or transferred to a permanent position outside the bargaining unit, such employees shall have the right to return to his/her former position within 30 days.

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

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

✓ **12.01 Job Postings**

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

✓ **12.02 Information in Postings**

✓ Such notice shall contain the following information:

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

12.03 No Outside Advertising

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

✓ **12.04 Role of Seniority in Promotions**

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

✓ **12.05 Notification to Union**

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

12.06 Trial Period

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

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

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

✓ 12.07 Training Courses

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

ARTICLE 13 - LAYOFFS AND RECALLS

✓ 13.01 Definition of Layoff

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

✓ 13.02 Reduction in Hours

✓ Prior to reducing the regular scheduled hours of work for any permanent employee, the employer agrees to consult the Union. Should no agreement be reached, a new shift selection shall be done in accordance with Article 14.04.

✓ **13.03[✓] Role of Seniority in Layoffs**

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

✓ **13.04[✓] 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

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 shall be paid for the days for which work was not made available.

✓ However, if due to an operational breakdown which creates a lack of work, the Employer may deem it necessary to lay-off employees and no notice of lay-off shall be required.

✓ Employees to be laid off will be given the opportunity to perform alternate employment for the first working day of the operational breakdown.

13.07 Grievance and Layoffs and Recalls

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

✓ **13.08[✓] Annual Maintenance Shutdown**

✓ The parties acknowledge the need for an annual maintenance shutdown. Each year, prior to May, the employer will post a notice advising employees of the dates of the shutdown.

✓ Employees not required for work will be placed on leave without pay during the shutdown or may select vacation to be scheduled during this period. Should the shutdown

exceed the vacation scheduled, the employee will be placed on leave without pay, or select further unused vacation for the remainder of the shutdown.

During the initial 21 days of the shutdown, the provisions detailed in 13.03 (Role of Seniority in Layoffs), 13.04 (Recall Procedures) and 13.06 (Advance Notice of Layoff) will not apply to such employees.

ARTICLE 14 - HOURS OF WORK

14.01 Hours of Work

The regular hours of work shall be between 35 and 42 hours of work per week.

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 pay at straight time.

14.02 Lunch Period

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.

Employees shall be permitted a rest period of 15 consecutive minutes in the first and in the second half of each work day and an additional 15 minutes for shifts ten (10) hours or longer. It is understood that operational requirements may require the scheduling of these breaks to be altered by the employer.

14.03 Shift Selection

Employees shall be entitled to select the available shifts in order of seniority by classification. Such shifts will be posted in September of each year.

14.04 Shift Change

Should the shifts referred to in 14.03 (Shift Selection) be altered they shall be reposted for bid prior to being implemented.

14.05 Regular Days

The regular days off of employees will be scheduled consecutively, unless mutually agreed.

✓ **14.06 ✓ Shift Extensions**

✓ In the event an employee is required to work a shift extension of two hours or more, they shall be entitled to a meal provided (up to a maximum of \$10, no cash value).

✓ **ARTICLE 15 ✓ - ADDITIONAL HOURS OF WORK**

✓ **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. Scheduling of these additional hours will follow departmental guidelines.

✓ 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. If such time cannot be mutually agreed upon, the employee shall be paid the appropriate overtime rate at time and one half (1 1/2).

✓ **ARTICLE 16 ✓ - HOLIDAYS**

✓ **16.01 Paid Holidays**

- ✓ 1. New Year's Day
- ✓ 2. Good Friday
- ✓ 3. Canada Day
- ✓ 4. New Brunswick Day
- ✓ 5. Labour Day
- ✓ 6. Thanksgiving Day
- ✓ 7. Christmas Day
- ✓ 8. Boxing Day
- ✓ 9. Victoria Day
- ✓ 10. Remembrance Day
- ✓ 11. One additional day a year to be determined by the Employer

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

✓ **16.02 ✓ Holiday on Scheduled Day Off**

✓ When any of the above noted holidays (see 16.01 - Paid Holidays) 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 the above holidays (see 16.01 - Paid Holidays), he/she will be given 30 days notice and he/she shall be compensated at the rate of time and one-half for all hours worked, plus a regular day's pay. The required working of these days will follow departmental guidelines.

✓ **ARTICLE 17 - VACATIONS**

✓ **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 (maximum of 2 weeks)
One year or more	2 weeks vacation
Five years or more	3 weeks vacation
Ten years or more	4 weeks vacation
Twenty years or more	5 weeks vacation
Twenty-five years or more	6 weeks vacation

Vacations are to be bid in one week blocks.

✓ **17.02 ✓ Banking Vacation Credits**

✓ An employee entitled to three (3) weeks vacation or more shall be entitled to bank up to a maximum of one (1) week of annual vacation. The banked vacation shall be taken within any of the following five (5) vacation years at the rate of pay prevailing when the vacation is taken. Vacation days taken in less than one week allotments must be done by mutual consent only.

✓ 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 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 ✓ Vacation Schedules

✓ The times and dates to be scheduled for vacation shall be determined by the employer and shall be posted in the last week of December each year.

✓ Vacations shall be selected in order of seniority within the classification of the employee.

✓ The number of employees on vacation shall be determined by the employer. Employees must select vacation prior to February 28. Vacation selections must be reviewed and approved by the appropriate manager prior to March 15. Following approval, the vacation schedule will be posted on or before March 15.

✓ 17.06 ✓ Vacation / Shift Change

✓ In the case where the vacation week breaks up a shift, the following procedure may be used. The employee may make arrangements with a fellow employee to switch shifts.

✓ This request must be approved by the supervisor at least one week prior to the switch. This switch will be such that the employer incurs no additional costs.

✓ 17.07 ✓ Overtime During Vacation

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

✓ **17.08~ Displacement of Vacation with Sick Leave**

In the event that an employee suffers from a serious illness while on vacation they may apply to the General Manager to have their vacation replaced with sick leave. This decision is at the sole discretion of the General Manager.

✓ **ARTICLE 18 - SICK LEAVE PROVISIONS**

✓ **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 for which compensation is not payable under the Workers' Compensation Act.

✓ **18.02~ Amount of Paid Sick Leave**

Sick Leave shall be earned at the rate of four (4) hours for each month worked.(Delete)

✓ Effective July 1st, 1998, Sick Leave shall be earned at the rate of five (5) hours for each month worked.

✓ **18.03~ Accumulation of Sick Leave**

✓ The unused portion of an employee's sick leave shall accumulate to a maximum of 240 hours.

✓ **18.04~ Deduction From Sick Leave**

✓ A deduction shall be made from accumulated sick leave of all working hours absent for sick leave.

✓ **18.05~ Proof of Illness**

✓ An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that he/she was unable to carry out his/her duties due to illness.

✓ **18.06~ Sick Leave During Layoff**

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

✓ **18.07~ 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.

✓ **18.08 ✎ Sick Leave Records**

✎ Each month, the Employer shall advise each employee, in writing, of the amount of sick leave accrued to his/her credit.

✓ **18.09 ✎ Payment For Unused Sick Leave Upon Retirement**

✎ Upon retirement, the Employer agrees to pay the employee for accumulated sick leave up to a maximum of two hundred (200) hours.

ARTICLE 19 - LEAVES OF ABSENCE

✓ **19.01 ✎ Negotiation Pay Provisions**

✎ 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 any body with which the Union is affiliated shall be granted 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 with pay and without loss of seniority shall be granted to the employees elected or appointed by the Union to attend Conventions. This total aggregate number of hours granted under this Article is not to exceed forty (40) working hours for the 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, son, daughter, brother, sister, father-in-law, mother-in-law, or common law spouse, up to a maximum of five 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. In the event of the death of an employee's grandparents, sister-in-law, brother-in-law, or child of a brother or sister, an employee shall be entitled to two days off with pay.

✓ 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 hours for the purpose of attending the funeral and to pay last respects to the deceased.

✓ c) ACTIVE PALLBEARER: One **full** day shall be granted without loss of salary or wages to attend a funeral as an active pallbearer.

✓ 19.06 ✓ Preventive Medical Leave

✓ An employee who is unable to schedule medical appointments outside of working hours shall be allowed up to eight (8) hours per calendar year leave with pay for such appointments.

✓ 19.07 ✓ Maternity Leave

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

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

✓ 19.08 ✓ Length of Maternity Leave

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

✓ 19.09 ✓ Seniority Status During Maternity Leave

✓ (a) While on maternity leave an employee shall continue to accumulate seniority.

(b) Employee Benefits During Maternity Leave

✓ During the initial fifty-two weeks of maternity leave the employer shall continue to pay the Employer's share of medical, dental, disability and group life premiums.

✓ Employees on maternity leave shall continue to accumulate vacation at their regular rate for a maximum of fifty-two weeks.

✓ 19.10 ✓ 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 may be granted up to 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, subject to the approval of the General Manager of the Aquatic Centre.

✓ **19.11 Jury Duty Leave**

✓ When an employee is on jury duty he/she shall receive full pay at the prevailing rate.

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

✓ **19.12 Educational Leave**

The Employer may grant 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 for approval.

✓ An employee shall be entitled to a leave of absence without loss of pay in order to write examinations which relate directly to the maintenance of pre-requisite job certifications.

19.13 Parental Leave

✓ This article ensures compliance to provincial and federal legislation.

✓ **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 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.

✓ 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.

✓ 20.04 ✓ Fees and Certification

✓ In order to be eligible for payment the employee must receive authorization from the General Manager before making application for training, testing or recertification or certification.

✓ Employees participating in training directly related to retaining certification which is related to their present job shall pay the lower of direct cost or an employee rate for programs offered by the Aquatic Centre.

✓ 20.05 ✓ Recertification

✓ Recertification courses will be provided once per year for mandatory certification. The employer will pay the recertification fee for employees who successfully complete the course, which the employer determines, is directly related to their present job.

✓ ARTICLE 21 ✓ JOB CLASSIFICATIONS

✓ 21.01 ✓ 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 article 21.01 a) shall apply.

✓ **ARTICLE 22 - CONTINUATION OF BENEFITS**

✓ **22.01 - Continuation of Benefits**

✓ In the event of a layoff the employer shall continue to pay the present employer share of benefits cost for a period of three months.

✓ **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.

✓ An employee who becomes eligible for Workers' Compensation benefits shall receive a top-up benefit equal to: 80% (85% after 39 weeks) of the net pre-accident earnings, less the loss of earnings benefits paid to the employee by the Workers' Compensation Board.

The absence of an employee who is receiving loss of earnings benefits under the Workers' Compensation Act, shall not be charged against the employees sick leave or vacation credits, which shall continue to accumulate. The employee benefits plans will remain in effect while the employee is on Workers' Compensation. These benefits will remain at the pre-accident level and include: health and dental insurance, pension and group life.

✓ **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 - Cooperation 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 Union and two Employer members. The Health and Safety Committee shall hold meetings at least once a month, or more frequently if requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and Union.

✓ 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

25.01 a) Technological Change Defined

Technological change means:

i) ✓ the introduction of equipment or material of a different nature and kind from that previously utilized by the Employer; and

ii) ✓ a change in the Employer's method of operation that is directly related to the introduction of said equipment or material.

✓ b) Advance Notice

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

✓ c) Contents of Notice

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

- ✓ i) the nature of the change;
- ✓ ii) the date on which the Employer proposes to effect the change;
- ✓ iii) the approximate number, type and location of employees likely to be affected by the change;
- ✓ iv) 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 25.01 b), the Employer and the Union shall meet in an attempt to minimize any adverse effects the technological change may be expected to have on employees' working conditions and/or terms of employment.

ARTICLE 26 - CLOTHING

26.01 Clothing – The employer agrees to provide employees with the following clothing at no cost to the employee, once per year:

- | | |
|-------------------|--|
| Aquatic Staff | ✓ 2 bathing suits |
| | ✓ One pair of flip-flops |
| | ✓ 2 shorts |
| | ✓ 2 t-shirts |
| | *(2 bathing suits at cost) |
| Fitness Staff | ✓ bathing suit allowance \$100 (no cash value) |
| | ✓ 1 warm-up suit |
| | ✓ 1 pair shoes |
| Maintenance Staff | 2 trousers |
| | ✓ 2 shirts |
| | ✓ 1 pair safety shoes |
| | ✓ 1 pair winter coveralls (when required) |
| | ✓ 1 smock coat (when required) |
| Front Desk Staff | ✓ To be provided if required. |

✓ **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 Board

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

ARTICLE 28 - COPIES OF THE AGREEMENT

28.01 ✓ Copies of Agreement

✓ The employer will provide one photocopy of the collective agreement per employee, free of charge, up to a maximum of 30 copies.

ARTICLE 29 - TERM OF THE AGREEMENT

✓ **29.01 ✓ Duration**

✓ This Agreement shall remain in force and effect for a term of four (4) years from **January 1, 2012 to December 31, 2015**. This agreement shall remain in force for successive periods for twelve months thereafter, unless either party requests negotiation of a new or replacement agreement by giving notice to the other party within one hundred and eighty (180) days prior to the expiration date of this agreement or any renewal thereof.

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

29.02⁴ 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.

29.03 ✓ Notice of Changes

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

✓ 29.04 Agreement to Continue in Force

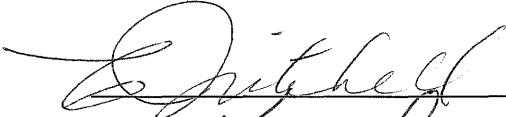
✓ Where such notice requests revisions only, the following conditions shall apply:

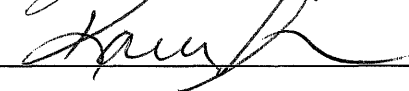
✓ a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.

✓ b) Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed, or the right to strike occurs, whichever occurs first.


Dated this 30th day of March 2012 in Saint John, N.B.


For the Employer:





For the Union:





29.05 Salary Adjustments

Classification / Wage Chart					
FULL TIME 2012 - 3 %	Minimum	6 months	12 months	18 months	24 months
Front Desk	\$ 11.10	\$ 11.77	\$ 13.13	\$ 14.94	\$ 16.09
Customer Representative	\$ -	\$ -	\$ -	\$ 15.73	\$ 16.88
Head Guard	\$ 12.99	\$ 13.03	\$ 14.03	\$ 14.94	\$ 16.35
Leisure Head Guard Coordinator	\$ 12.98	\$ 13.08	\$ 14.01	\$ 14.87	\$ 16.52
Aquatics Full Time	\$ 12.70	\$ 12.74	\$ 13.73	\$ 14.65	\$ 15.92
Maintenance	\$ 11.82	\$ 12.08	\$ 13.12	\$ 15.19	\$ 16.35
Utility	\$ 12.36	\$ 12.62	\$ 13.66	\$ 15.73	\$ 16.88
Fitness Supervisor	\$ 12.84	\$ 14.40	\$ 14.68	\$ 14.68	\$ 15.83
Fitness Coordinator	\$ 15.11	\$ 16.03	\$ 16.42	\$ 16.42	\$ 17.57
Fitness Specialists	\$ 17.09	\$ 17.52	\$ 17.53	\$ 17.53	\$ 18.29

Classification / Wage Chart					
FULL TIME 2013 - 3 %	Minimum	6 months	12 months	18 months	24 months
Front Desk	\$ 11.44	\$ 12.13	\$ 13.53	\$ 15.38	\$ 16.57
Customer Representative	\$ -	\$ -	\$ -	\$ 16.20	\$ 17.39
Head Guard	\$ 13.38	\$ 13.42	\$ 14.45	\$ 15.38	\$ 16.84
Leisure Head Guard Coordinator	\$ 13.37	\$ 13.47	\$ 14.43	\$ 15.32	\$ 17.02
Aquatics Full Time	\$ 13.08	\$ 13.12	\$ 14.14	\$ 15.09	\$ 16.40
Maintenance	\$ 12.18	\$ 12.44	\$ 13.52	\$ 15.65	\$ 16.84
Utility	\$ 12.73	\$ 13.00	\$ 14.07	\$ 16.20	\$ 17.39
Fitness Supervisor	\$ 13.23	\$ 14.83	\$ 15.12	\$ 15.12	\$ 16.31
Fitness Coordinator	\$ 15.56	\$ 16.51	\$ 16.91	\$ 16.91	\$ 18.10
Fitness Specialists	\$ 17.60	\$ 18.05	\$ 18.06	\$ 18.06	\$ 18.84

Classification / Wage Chart					
FULL TIME 2014 – 3 %	Minimum	6 months	12 months	18 months	24 months
Front Desk	\$ 11.78	\$ 12.49	\$ 13.93	\$ 15.84	\$ 17.07
Customer Representative	\$ -	\$ -	\$ -	\$ 16.69	\$ 17.91
Head Guard	\$ 13.78	\$ 13.82	\$ 14.88	\$ 15.84	\$ 17.34
Leisure Head Guard Coordinator	\$ 13.77	\$ 13.88	\$ 14.86	\$ 15.78	\$ 17.53
Aquatics Full Time	\$ 13.47	\$ 13.52	\$ 14.57	\$ 15.54	\$ 16.89
Maintenance	\$ 12.54	\$ 12.82	\$ 13.92	\$ 16.12	\$ 17.34
Utility	\$ 13.11	\$ 13.39	\$ 14.49	\$ 16.69	\$ 17.91
Fitness Supervisor	\$ 13.63	\$ 15.28	\$ 15.57	\$ 15.57	\$ 16.80
Fitness Coordinator	\$ 16.03	\$ 17.00	\$ 17.42	\$ 17.42	\$ 18.64
Fitness Specialists	\$ 18.13	\$ 18.59	\$ 18.60	\$ 18.60	\$ 19.41

Classification / Wage Chart					
FULL TIME 2015 – 3.5 %	Minimum	6 months	12 months	18 months	24 months
Front Desk	\$ 12.19	\$ 12.93	\$ 14.42	\$ 16.40	\$ 17.67
Customer Representative	\$ -	\$ -	\$ -	\$ 17.27	\$ 18.54
Head Guard	\$ 14.26	\$ 14.31	\$ 15.40	\$ 16.40	\$ 17.95
Leisure Head Guard Coordinator	\$ 14.25	\$ 14.36	\$ 15.38	\$ 16.33	\$ 18.14
Aquatics Full Time	\$ 13.94	\$ 13.99	\$ 15.08	\$ 16.08	\$ 17.48
Maintenance	\$ 12.98	\$ 13.27	\$ 14.41	\$ 16.68	\$ 17.95
Utility	\$ 13.57	\$ 13.85	\$ 15.00	\$ 17.27	\$ 18.54
Fitness Supervisor	\$ 14.10	\$ 15.81	\$ 16.12	\$ 16.12	\$ 17.38
Fitness Coordinator	\$ 16.59	\$ 17.60	\$ 18.03	\$ 18.03	\$ 19.29
Fitness Specialists	\$ 18.76	\$ 19.24	\$ 19.25	\$ 19.25	\$ 20.09

APPENDIX A

Departmental Stewards:

- ✓ Aquatics
- ✓ Maintenance
- ✓ Front Desk
- ✓ Fitness

SCHEDULE "A" - 2008 UNION DUES MONTHLY REMITTANCE

✓ SAINT JOHN AQUATIC CENTRE COMMISSION

Effective January 2007, Union remittances will be paid by the tenth day of the following month, for the term of the contract.

LETTER OF AGREEMENT

This letter forms part of the collective agreement dated:

Between: The Canada Games Aquatic Centre

And: CUPE Local 3558

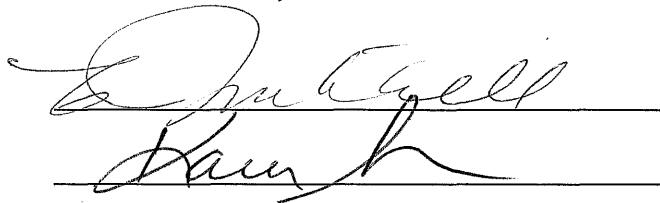
Dated: January 10, 2008

The regular hours of work of a full time employee will not be reduced by assigning or transferring hours of work to a part time employee.

Hours of work shall be assigned so that full time employees will not lose their full time status.

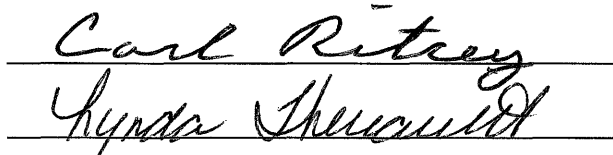
Dated this 30th day of March 2012 in Saint John, N.B.

For the Employer:



Two handwritten signatures are written over two horizontal lines. The first signature is 'D. MacNeil' and the second is 'Karen H'.

For the Union:



Two handwritten signatures are written over two horizontal lines. The first signature is 'Carl Ritchey' and the second is 'Lynda Sheppard'.

✓ **LETTER OF AGREEMENT**

This letter forms part of the collective agreement dated:

Between: The Canada Games Aquatic Centre

And: CUPE Local 3558

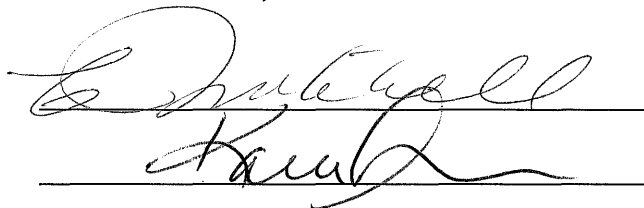
Dated: March ____, 2012

The current Group Insurance Plan and the Pension Plan will continue in force.

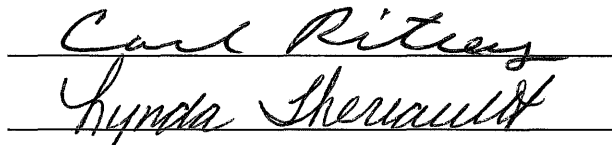
The parties will review the plans and make recommendations to their respective negotiating time.

Dated this 30th day of March 2012 in Saint John, N.B.

For the Employer:



For the Union:



✓ **LETTER OF AGREEMENT**

This letter forms part of the collective agreement

Between: The Canada Games Aquatic Centre

And: CUPE Local 3558

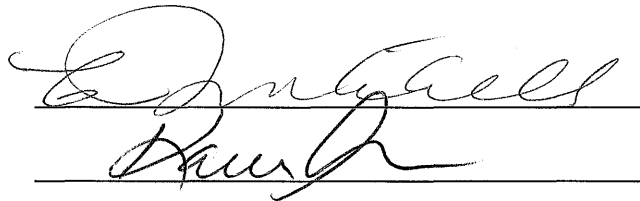
Dated: March __, 2012

For the life of the collective agreement between CUPE Local 3558 and the Canadian Games Aquatic Centre signed on December ____, 2007, the regular hours of work of those employees covered by this collective agreement will not be reduced as a result of the employer contracting out work those employees are able to perform.

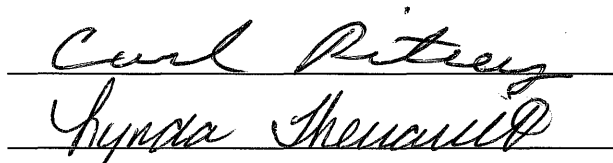
For the life of the collective agreement between CUPE Local 3558 and the Canada Games Aquatic Centre signed on December __, 2007, full time employees covered by this agreement will not be laid off as a result of the employer contracting out work those employees are able to perform.

Dated this 3rd day of March 2012 in Saint John, N.B.

For the Employer:



For the Union:



LETTER OF UNDERSTANDING

Between: The Canada Games Aquatic Centre

And: CUPE Local 3558

Dated: March __, 2012


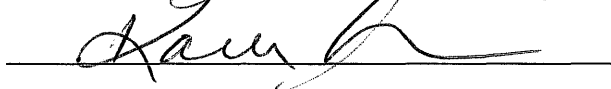
Notwithstanding that the Collective Agreement will be renewed on or subsequent to December 31, 2015, we hereby agree to the following:

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

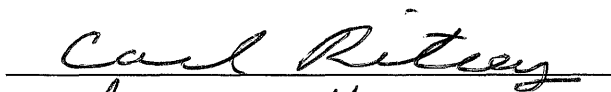

This understanding will not apply beyond December 31, _____.

Dated this 30th day of March 2012 in Saint John, N.B.

For the Employer:

For the Union:

LETTER OF AGREEMENT

Between: The Canada Games Aquatic Centre – “The Employer”

And: CUPE Local 3558 – “The Union”

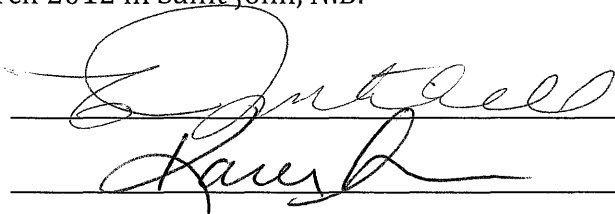
Subject: Employer Change

It is hereto agreed that, if a change is constituted in the employer, the Saint John Aquatic Centre Commission, the parties undertake to cooperate fully to ensure a smooth and effective transition, successor rights, and protection of the rights and benefits of the present employees, as outlined in the collective agreement.

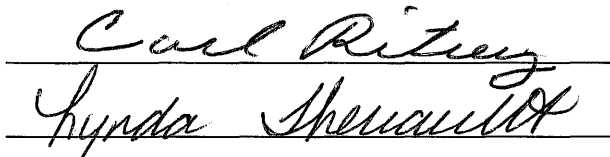
This letter forms part of the collective agreement dated January 10, 2008.

Dated this 30th day of March 2012 in Saint John, N.B.

For the Employer:

Handwritten signature of the Employer, consisting of two lines of cursive script on a horizontal line.

For the Union:

Handwritten signature of the Union, consisting of two lines of cursive script on a horizontal line.

MEMORANDUM OF SETTLEMENT

Between

**The Saint John Aquatic Centre Commission
(hereinafter referred to as the "Employer")**

And

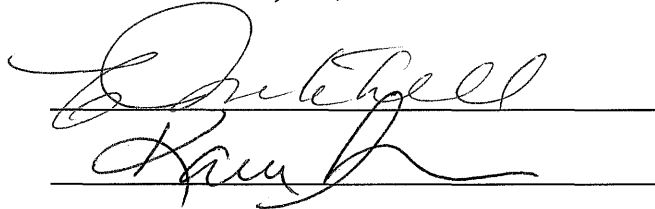
**Local No. 3558, Canadian Union of Public Employees
(hereinafter referred to as the 'Union')**

The above named parties agree that those full time employees listed below will be given a one-time payment of \$700.00. This one-time payment will form part of the wage settlement for the 2012 – 2015 Collective Agreement.

Carl Ritcey
Lynda Theriault
Ron Marr
Wayne Marr
Marilyn Steven
Georg Knoepfler
Brenda Gogan

Dated this 30th day of March 2012 in Saint John, N.B.

For the Employer:



For the Union:

