

COLLECTIVE AGREEMENT

between

Canadian Union of Public Employees

Local 3558

CUPE

and

Saint John Aquatic Center Commission



January 1, 2024 - December 31, 2027

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This AGREEMENT made and entered into this 07 day of May, 2025:

BETWEEN: THE SAINT JOHN AQUATIC CENTER 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: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 3558, hereinafter referred to as the "UNION" of the second part.

PREAMBLE

WHEREAS it is the intent and purpose of the parties to this Agreement.

a) to maintain harmonious conditions of employment for the continuous and effective operation of the Canada Games Aquatic Centre;

b) to strive to improve the quality and efficiency of service supplied to the public;

c) to promote the well-being, morale, safety, security, and productivity, of all employees within the bargaining unit;

d) to ensure a workplace free of discrimination, harassment and violence; and

e) to ensure both parties agree to act in a fair and reasonable manner.

NOW THEREFORE 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 1 - 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 2 - RECOGNITION AND NEGOTIATIONS

2.01 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 Saint John Aquatic Center Commission, save and except General Manager, Program Co-ordinator, Operations Director, Program Directors, Communications Specialist, Administrative Assistant, Human Resource Co-ordinator, Aquatic Instruction Supervisor, Lifeguard Supervisors, Maintenance Supervisor, Assistant Supervisor, Accountant, Secretaries, Specialty Instructors, and those excluded by the Industrial Relations Act.

2.02 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.

2.03 No Other Agreements

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

2.04 Right of Fair Representation

The Union shall have the right at any time to have the assistance of an accredited representative of the Canadian Union of Public Employees when dealing 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 3 - DEFINITIONS

3.01 Employee Status

- a) **A "Permanent Full Time" is an Employee that holds a position requiring consistent work of 35 hours to 42 hours on a weekly basis. Have a set wage based on the position they hold. Unless otherwise specified, covered by the terms of the collective agreement.**
- b) **A "Permanent Part Time" (PPT) is an Employee that holds a position requiring consistent work of 0 to 34 hours on a weekly basis averaged over a 12-week period. Have a set wage based on the position they hold. Unless otherwise specified, covered by the terms of the collective agreement.**
- (c) **A "Part Time (Casual)" is an Employee that does not hold a position. They are required to work occasionally as required by the employer and based on**

availability. Paid based on assignment.

- (d) A “Seasonal Employee” is an Employees hired to work only for a timeframe falling between June 1st and September 30th. Paid based on assignment. Not subject to the terms of this collective agreement except for union dues, stat holiday and rate of pay.**

3.02 Definition of Working Days

“Working day” as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday, shutdowns, or a recognized holiday.

3.03 Hours Worked

Unless otherwise stipulated, includes regular hours worked, vacation hours paid, paid sick leave, paid holidays, paid leaves of absence but excludes overtime hours.

3.04 Gender Neutral

In this Agreement, the pronouns “they/them/theirs” are used to denote gender neutral persons both singular and plural.

3.05 In Writing

“In writing” means that email is accepted unless specified otherwise.

ARTICLE 4 - HUMAN RIGHTS

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 UNION SECURITY

All employees of the Employer covered by this agreement as per the certification order, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

5.02 Membership and Dues

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

1. The Employer shall deduct from every employee covered under this agreement, 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 and regular and overtime earnings of the employees from whose wages the deductions have been made.

5.03 T4 Slips

The Employer will report the yearly amount of Union dues paid by each employee on the employee's T4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T4 slip in the future.

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.

5.06 Contact Information

The Employer will provide to the Union a list of all employees in the bargaining unit. The list will include each person's name, job title, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), and, if available, personal e-mail.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive as requested to a maximum of four (4) times per calendar year.

5.07 Notification of New Hires

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

5.08 Union Meetings

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

5.09 Worksite Access

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

5.10 Disclosure

a) Information related to Legislative Disclosure

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

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

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

ARTICLE 6 - CORRESPONDENCE

All **official** 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 **in writing**, 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) they represent and the name of the Chief Steward, before the Employer shall be required to recognize them.

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

Employees will try to resolve any disagreement with their direct supervisor prior to raising the matter as a formal grievance. The employee may consult with their union representative to seek guidance on how to resolve the matter. Should the matter not be resolved informally, the employee or the Union may file a grievance following the procedure set out below. 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 grievance will be submitted in writing with a statement of the particulars of the grievance and the redress sought to the employee's Manager within twenty (20) days of the employee becoming aware of the matter. The Manager will reply in writing within 5 days.

STEP 2

Failing satisfactory settlement within five (5) days after the grievance was submitted under Step 1, the Union may submit the grievance to the General Manager within ten (10) days. The General Manager and the Union will meet in an effort to resolve the matter. The General Manager shall render their decision within ten (10) days of such meeting.

STEP 3

Failing a satisfactory settlement being reached in Step 1-2, either party may refer the dispute to arbitration in accordance with Article 9.10 (Arbitration) 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.

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, Step 1 of this Article may be bypassed.

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.
- g) The parties could mutually agree to proceed with a single arbitrator.

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 having successfully completed their probation 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 suspended or discharged they shall be given the reason in the presence of their 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

When an employee is being investigated or disciplined, they shall have the right to have a Steward present.

Copies of all written statements taken shall be furnished to all parties.

10.03 Grievance Steps

In case of grievance related to a termination or suspension, the matter will be addressed directly at step 2 of the grievance procedure.

The principles of natural justice and procedural fairness shall apply.

10.04 Personnel Files

An employee shall have the opportunity to review their 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 official personnel file for each employee and that no report relating to the employee's conduct or performance may be used against them 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 them 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.

An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

ARTICLE 11 - SENIORITY

11.01 Definition

a) Seniority for permanent full-time and permanent part-time shall be defined as length of service with the Employer from date of hire.

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

Priority and preference shall be governed by employee status according to Article 3.01 – Employee Status.

11.02 Seniority List

The Employer shall maintain a seniority list by employee status 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 for permanent employees shall be sent to the Union and posted on all bulletin boards in January of each year.

The Employer will provide an updated seniority list for part-time (casual) employees on January 31st and July 31st each year.

The seniority as of the date the list is provided will remain in effect until a new list is provided.

11.03 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 according to Article 11.01.

The employment of an employee may be terminated at any time during the probationary period without recourse to the grievance procedure except as provided under the Industrial Relations Act or the ESA. The Employer shall not be required at any time to establish just cause in the event of such termination.

However, the employer shall provide the reasons for termination in writing.

11.04 Loss of Seniority

An employee shall not lose seniority if they are absent from work because of sickness, accident, lay-off or leave approved by the Employer. An employee shall lose their

seniority/employment in the event that:

1. They are discharged for just cause and are not reinstated;
2. They resign in writing and do not withdraw within two (2) days;
3. They fail to return to work or communicate with the employer within five (5) working days after receiving notice (by registered mail or last email address provided to the employer). Unless they are unable to return due to sickness or other just cause;
4. They are absent from work in excess of five (5) working days without notifying the employer, unless such notice is not reasonably possible;
5. A layoff of 365 calendar days 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 their 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 their 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, bona-fide qualifications, required knowledge and education, skills, wage or salary rate or range. The posting shall indicate the job status of the position.

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, appointments shall be made of the applicant having the 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 finds themselves unable to perform the duties of the position, or proves unsatisfactory in the position during the aforementioned trial period, they shall be so informed in writing of the reason by their Dept. Head and be returned to their 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 their 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 Temporary Posting

Means a position that is used for to create stability due to a transient period of time at a minimum of three (3) months to a maximum of twelve (12) months according to Article 12 (Posting procedure).

Examples of transient long-term work; sick leaves, STD, LTD, union leave, maternity leave, unpaid leave, etc. or any other circumstances agreed to between the parties.

In addition, the parties may by letter of agreement extend the duration.

All unionized employees would have the right to apply with no change from their original employee status.

An employee filling a temporary vacancy shall not bid on any other temporary posting until the end of his/her temporary position.

The employee awarded the temporary position will accept the conditions of work associated with the job.

- working hours;

- wage rate;
- payment of overtime;
- statutory holidays;

Temporary vacancies anticipated of lesser duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavor to distribute those shifts as equally as possible.

12.08 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 arising from a shortage of work.

No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one (1) or more part-time employees.

13.02 Reduction in Hours

Prior to reducing the regular scheduled hours of work for any full-time 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 of performing 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, they shall be paid for the days for which work was not made available.

However, if due to an unforeseen 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.

If work is available, 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 2 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.

The Employer shall permit a permanent employee to be advanced one week of regular wages to cover for the shutdown on the condition that the employee will arrange to repay the Employer within a period of 12 months. In the case of termination or resignation where the employee has been advanced wages, the Employer reserves the right to claw-back the remaining balance owing on the employee's final pay.

ARTICLE 14 - HOURS OF WORK

14.01 Regular Days

The regular days off for full-time employees will be scheduled consecutively, unless mutually agreed.

Regular scheduled hours of work shall not be reduced to offset work on regular days off.

14.02 Shift Selection

Full-time 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.

14.03 Shift Change

Should the shifts referred to in 14.02 (Shift Selection) be altered they shall be reposted for bid prior to being implemented.

14.04 Shift Extensions

In the event a full-time 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).

14.05 Distribution of Work

In distributing work among non-full-time employees, the following will be considered:

1. qualifications/abilities
2. seniority

14.06 Lunch Period

Employees working shifts longer than 5 hours 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 their regular rate.

14.07 Break Period

Full-time 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.

Non-full-time employees shall be permitted a rest period of 15 consecutive minutes when working a shift of more than 5 hours.

ARTICLE 15 - ADDITIONAL HOURS OF WORK

15.01 Additional Hours of Work

The parties recognize it may be necessary for full-time employees to work additional hours to those detailed in the regular work schedules. Scheduling of these additional hours will follow departmental guidelines.

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

15.02 Overtime

All hours worked by full-time employees 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.

Overtime for non-full-time employees shall be paid at one and one-half times the employee's regular rate for hours in excess of 44 hours per week.

15.03 Call In Pay

When a permanent full-time employee is required to work on a regular scheduled day off they shall receive a minimum of four (4) hours pay at straight time.

Permanent part-time receive the minimum of four (4) hours pay at straight time only when they are called in with less than 24-hour notice.

15.04 Time Off in Lieu of Overtime

Instead of cash payment for overtime, a full-time 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 List of Holidays – The Employer recognizes the following as paid holidays:

Permanent Employees

1. New Year's Day
2. Family Day
3. Good Friday
4. Victoria Day
5. Canada Day
6. New Brunswick Day
7. Labour Day
8. National Day for Truth and Reconciliation
9. Thanksgiving Day
10. Remembrance Day
11. Christmas Eve
12. Christmas Day
13. Boxing Day

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

16.02 Compensation for Work on a Holiday

Any employee eligible for a statutory holiday who is working on the said holiday shall be compensated at the rate of time and one-half (1 ½) for all hours worked.

In addition, a full-time employee is required to work on any of these holidays (indicated in 16.01), they shall receive their regular pay for the holiday.

Non-full-time employees shall receive statutory holiday payment in accordance with the table below.

PPT	Casual, Seasonal, Temporary
6%	4%

16.03 Holiday on Scheduled Day Off

When any of the above noted holidays (see 16.01 – List of Holidays) falls on a full-time employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreeable.

ARTICLE 17 - VACATIONS

17.01 Length of Vacation

Employees shall receive vacation according to the table below:

Period	FT	PPT	Casual, Seasonal, Temporary
Less than 1 year	1 day/month	4 %	4 %
1 year	3 weeks	6 %	4 %
9 years	4 weeks	8 %	6 %*
18 years	5 weeks	10 %	6 %
25 years	6 weeks	12 %	6 %

* Note: 6% comes into effect at 8 years of service

Each year of service for the purposes of vacation is based on date of hire.

17.02 Banking Vacation Credits

A full-time employee entitled to three (3) weeks vacation or more shall be entitled to carry over a maximum of one (1) week of annual vacation. Vacation that is carried over shall be taken during the following year. 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, the employee will bank the holiday which will be scheduled at a time mutually agreed upon by employee and employer, but no later than 6 months after the date of the holiday.

17.04 Vacation Entitlement on Termination

A full-time employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

In the case of termination or resignation where the employee has taken more vacation than they are entitled to in that year, the Employer reserves the right to claw-back the overpayment on the employee's final pay.

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.

Any vacation requests made after May 15th shall be approved on a first come first served basis.

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 Manager 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 or designate to have their vacation replaced with sick leave. This decision is at the sole discretion of the General Manager or designate.

ARTICLE 18 - SICK LEAVE PROVISIONS (Full-Time)

18.01 Sick Leave Defined

Sick leave means the period of time an employee is unable to work by virtue of being sick, injured or disabled 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

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 they were unable to carry out their duties due to illness.

18.06 Sick Leave During Layoff

When an employee is laid off, they shall not earn sick leave credits during such period of layoff but shall retain their 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 their sick credits, they shall be allowed an extension of their 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 their 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 Leave of Absence for Union Business

Leave of absence with pay and without loss of seniority shall be granted to the employees elected or appointed by the Union to attend to Union business. Union shall reimburse the Employer as the current practice. Such requests 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.

19.02 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.

19.03 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.

19.04 Bereavement and Mourner's Leave (Full-time)

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.

- a) 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 or designate.
- b) 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.
- c) In the event of the death of any member of the bargaining unit, the President or their 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.
- d) One full day shall be granted without loss of salary or wages to attend a funeral as an active pallbearer.

If the burial does not occur immediately, the employee shall be permitted to set aside one (1) bereavement day until the interment takes place.

19.05 Preventive Medical Leave

A full-time 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.

19.06 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 their 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 their 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 they are re-employed within fifty-two weeks of the date of their resignation.

19.07 Length of Maternity Leave

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

19.08 Seniority Status During Maternity Leave

- a) While on maternity leave a permanent employee shall continue to accumulate seniority.
- b) Employee Benefits During Maternity Leave (full-time)

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 Parental Leave

This article ensures compliance to provincial and federal legislation.

19.11 Special Leave

a) **MARRIAGE LEAVE:** A full-time permanent employee shall be granted one (1) day with pay in the event of their marriage.

b) **EMERGENCY LEAVE:** A permanent employee may be granted up to 2 days leave of absence without loss of pay in the event they are left homeless due to fire, flood or Act of God, subject to the approval of the General Manager or designate of the Aquatic Centre.

19.12 Jury Duty Leave

When a permanent full-time employee is on jury duty they shall receive full pay at the prevailing rate.

Any employee called as a witness in any coroner's inquest or Court proceedings related to their work, they shall receive full pay at the prevailing rate.

19.13 Educational Leave

The Employer may grant leave of absence without pay and without loss of seniority to a maximum of twelve (12) months to a full-time employee requesting such leave for educational purposes. Such request must be submitted to the General Manager or designate 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.

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 their wages, overtime, and other supplementary pay and deductions.

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

20.02 Superior Duties

When an employee is temporarily assigned to or performs the principal duties of a higher paying position, they shall receive the rate for the job.

20.03 Lesser Duties

When a full-time employee is temporarily assigned to a lower paying position than their own, their 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 or designate 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 have the full cost reimbursed and wages paid at straight time by the Employer.

20.05 Recertification

Recertification courses that are required will be provided at least once per year for mandatory certification. The Employer will pay the recertification fee for courses offered by the Canada Games Aquatic Centre for employees who successfully complete the course, and for courses which the Employer determines are directly related to their present job; additionally, the Employer will pay the wages at straight time for the employees who have worked a minimum of 500 hours in the 365 days prior to the course.

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 article 21 a) shall apply.

ARTICLE 22 - CONTINUATION OF BENEFITS (Full-Time)

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, they shall be paid in accordance with the Workers’ Compensation Act of the Province of New Brunswick.

A full-time 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 employee's 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 their 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 they have received proper training and instructions.

24.05 Right to Refuse Unsafe Work

An employee may refuse to do any act at their place of employment where they have reasonable grounds for believing that the act is likely to endanger their health or safety or the health or safety of any other employee.

ARTICLE 25 - TECHNOLOGICAL CHANGE

a) Definition

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

b) Advance Notice

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

c) Contents of Notice

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

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

The Employer agrees to provide employees with the following clothing at no cost to the employee, once per year:

Uniforms *** All uniform benefits provided on an annual basis unless otherwise specified.**

Dept	FT	PPT	Casual, Seasonal, Temporary
Aquatics	<ul style="list-style-type: none"> - bathing suits/shorts up to \$150, no cash value - 1 pair of approved footwear reimbursed up to \$50, no cash value - 2 t-shirts provided 	<ul style="list-style-type: none"> - 1 t-shirt provided per aquatic role or as per uniform policy - 1 bathing suit up to \$75 after working 500 hours 	<ul style="list-style-type: none"> - 1 t-shirt provided per aquatic role or as per uniform policy
Fitness	<ul style="list-style-type: none"> - bathing suit/fitness wear allowance \$150, no cash value - shoe reimbursement up to \$200 	<ul style="list-style-type: none"> - provided if required 	<ul style="list-style-type: none"> - provided if required
Front Desk	<ul style="list-style-type: none"> - provided if required 	<ul style="list-style-type: none"> - provided if required 	<ul style="list-style-type: none"> - provided if required
Maintenance	<ul style="list-style-type: none"> - provided and laundered when required - \$100 shoe reimbursement every 6 months - 1 pair winter coveralls when required - 1 smock coat when required 	<ul style="list-style-type: none"> - provided and laundered when required - 1 pair winter coveralls when required - 1 smock coat when required 	<ul style="list-style-type: none"> - provided and laundered when required - 1 pair winter coveralls when required - 1 smock coat when required

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

ARTICLE 27 - GENERAL CONDITIONS

27.01 Proper Accommodation

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

27.02 Bulletin Board

A bulletin board shall be made available so the Union and employees can have access to it 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

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, 2024 to December 31, 2027. 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.

29.02 Retroactivity

Full-time employees that are employed with the Employer at the time of ratification of this collective agreement, or who have retired between January 1, 2024, and the date of ratification of this collective agreement, are eligible for any applicable retroactive pay, based on a 2% wage increase for 2024 and the wage grid for 2025 included in this collective agreement.

Non-full-time employees that are employed with the Employer at the time of ratification of this collective agreement are eligible for a lump sum payment equivalent to 2% of wages earned in 2024 in lieu of a wage increase for that year, and they are eligible for any applicable retroactive pay for 2025.

29.03 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.

29.04 Notice of Changes

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

29.05 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.

29.06 Minimum Wage Protection

If minimum wage exceeds the starting rate for any position during this contract, the starting rate for the affected position will be increased to minimum wage and the highest rate level for that position will be set at the higher of, \$0.50 above minimum wage or the rate outlined in the contract.

Dated this 07 of May, 2025 in Saint John, NB.

FOR THE EMPLOYER:

Christina Veil
Ashanks

FOR THE UNION:

[Signature]
Brad DeG

APPENDIX A Wage Grid

2025

PART TIME (CASUAL)	Base	750 Hours
Front Desk		
Front Desk Attendant	16.05	16.55
Aquatics		
Party Host	16.05	16.55
Slide Attendant	16.05	16.55
Assistant Lifeguard	16.05	16.55
Lifeguard	16.55	17.05
Head Lifeguard	16.80	17.30
Swim Instructor	17.05	17.55
Lessons Lead	17.30	17.80
Leadership Instructor	18.00	18.50
Maintenance		
Custodian	16.05	16.55
Fitness		
Fitness Attendant	16.05	16.55
Fitness Instructor	22.68	22.68
Personal Trainer	22.68	22.68

PPT	Base	750 Hours
Front Desk		
Front Desk Attendant	16.05	16.55
Aquatics		
Party Host	16.05	16.55
Slide Attendant	16.05	16.55
Assistant Lifeguard	16.05	16.55
Lifeguard	16.55	17.05
Head Lifeguard	16.80	17.30
Swim Instructor	17.05	17.55
Lessons Lead	17.30	17.80
Leadership Instructor	18.00	18.50
Maintenance		
Custodian	16.05	16.55
Fitness		
Fitness Attendant	16.05	16.55
Fitness Instructor	22.68	22.68
Personal Trainer	22.68	22.68

FULL TIME	Base	6 Months	12 Months
Front Desk			
Customer Service Representative	21.74	22.24	22.74
Front Desk Supervisor	23.74	24.24	24.74
Aquatics			
Lifeguard	20.45	20.95	21.45
Head Lifeguard	20.70	21.20	21.70
Swim Instructor	20.95	21.45	21.95
Maintenance			
Custodian	21.00	21.50	22.00
Utility	21.74	22.24	22.74
Fitness			
Fitness Coordinator	22.66	23.16	23.66

Seasonal	Season 1	Season 2+
Aquatics		
Slide Attendant	16.05	16.55
Assistant Lifeguard	16.05	16.55
Lifeguard	16.55	17.05
Beach Lifeguard	16.55	17.05
Swim Instructor	17.05	17.55
Site Supervisor	19.00	19.50

EXPLANATORY NOTES REGARDING TABLES:

- Most step increases related to length of employment/t/ours are \$0.50. Fitness Instructors and Personal Trainers begin fully experienced and do not have a step increase related to length of employment.
- There are some positions that have anchor positions (e.g., Lifeguard is an anchor position for Head Guard). The rates for these positions are based off the anchor wages to maintain a consistent differential.
- Wage increase percentages are applied to the highest rate for the position.

APPENDIX A Wage Grid

2026

		2.00%	
		750	
PART TIME (CASUAL)	Base	Hours	
Front Desk			
Front Desk Attendant	16.38	16.88	
Aquatics			
Party Host	16.38	16.88	
Slide Attendant	16.38	16.88	
Assistant Lifeguard	16.38	16.88	
Lifeguard	16.89	17.39	
Head Lifeguard	17.14	17.64	
Swim Instructor	17.39	17.89	
Lessons Lead	17.64	18.14	
Leadership Instructor	18.37	18.87	
Maintenance			
Custodian	16.38	16.88	
Fitness			
Fitness Attendant	16.38	16.88	
Fitness Instructor	23.13	23.13	
Personal Trainer	23.13	23.13	

		750	
PPT	Base	Hours	
Front Desk			
Front Desk Attendant	16.38	16.88	
Aquatics			
Party Host	16.38	16.88	
Slide Attendant	16.38	16.88	
Assistant Lifeguard	16.38	16.88	
Lifeguard	16.89	17.39	
Head Lifeguard	17.14	17.64	
Swim Instructor	17.39	17.89	
Lessons Lead	17.64	18.14	
Leadership Instructor	18.37	18.87	
Maintenance			
Custodian	16.38	16.88	
Fitness			
Fitness Attendant	16.38	16.88	
Fitness Instructor	23.13	23.13	
Personal Trainer	23.13	23.13	

FULL TIME	Base	6 Months	12 Months
Front Desk			
Customer Service Representative	22.19	22.69	23.19
Front Desk Supervisor	24.19	24.69	25.19
Aquatics			
Lifeguard	20.88	21.38	21.88
Head Lifeguard	21.13	21.63	22.13
Swim Instructor	21.38	21.88	22.38
Maintenance			
Custodian	21.44	21.94	22.44
Utility	22.19	22.69	23.19
Fitness			
Fitness Coordinator	23.14	23.64	24.14

Seasonal	Season 1	Season 2+
Aquatics		
Slide Attendant	16.38	16.88
Assistant Lifeguard	16.38	16.88
Lifeguard	16.89	17.39
Beach Lifeguard	16.89	17.39
Swim Instructor	17.39	17.89
Site Supervisor	19.39	19.89

EXPLANATORY NOTES REGARDING TABLES:

- Most step increases related to length of employment hours are \$0.50. Fitness Instructors and Personal Trainers begin fully experienced and do not have a step increase related to length of employment.
- There are some positions that have arch or positions (e.g., Lifeguard is an arch or position for Head Guard). The rates for these positions are based off the arch or wages to maintain a consistent differential.
- Wage increase percentages are applied to the highest rate for the position.

APPENDIX A Wage Grid

2027

2.00%

PART TIME (CASUAL)	Base	750 Hours
Front Desk		
Front Desk Attendant	16.72	17.22
Aquatics		
Party Host	16.72	17.22
Slide Attendant	16.72	17.22
Assistant Lifeguard	16.72	17.22
Lifeguard	17.24	17.74
Head Lifeguard	17.49	17.99
Swim Instructor	17.74	18.24
Lessons Lead	17.99	18.49
Leadership Instructor	18.75	19.25
Maintenance		
Custodian	16.72	17.22
Fitness		
Fitness Attendant	16.72	17.22
Fitness Instructor	23.60	23.60
Personal Trainer	23.60	23.60

PPT	Base	750 Hours
Front Desk		
Front Desk Attendant	16.72	17.22
Aquatics		
Party Host	16.72	17.22
Slide Attendant	16.72	17.22
Assistant Lifeguard	16.72	17.22
Lifeguard	17.24	17.74
Head Lifeguard	17.49	17.99
Swim Instructor	17.74	18.24
Lessons Lead	17.99	18.49
Leadership Instructor	18.75	19.25
Maintenance		
Custodian	16.72	17.22
Fitness		
Fitness Attendant	16.72	17.22
Fitness Instructor	23.60	23.60
Personal Trainer	23.60	23.60

FULL TIME	Base	6 Months	12 Months
Front Desk			
Customer Service Representative	22.65	23.15	23.65
Front Desk Supervisor	24.65	25.15	25.65
Aquatics			
Lifeguard	21.32	21.82	22.32
Head Lifeguard	21.57	22.07	22.57
Swim Instructor	21.82	22.32	22.82
Maintenance			
Custodian	21.89	22.39	22.89
Utility	22.65	23.15	23.65
Fitness			
Fitness Coordinator	23.62	24.12	24.62

Seasonal	Season 1	Season 2+
Aquatics		
Slide Attendant	16.72	17.22
Assistant Lifeguard	16.72	17.22
Lifeguard	17.24	17.74
Beach Lifeguard	17.24	17.74
Swim Instructor	17.74	18.24
Site Supervisor	19.79	20.29

EXPLANATORY NOTES REGARDING TABLES:

- Most step increases related to length of employment/hours are \$0.50. Fitness Instructors and Personal Trainers begin fully experienced and do not have a step increase related to length of employment.
- There are some positions that have anchor positions (e.g., Lifeguard is an anchor position for Head Guard). The rates for these positions are based off the anchor wages to maintain a consistent differential.
- Wage increase percentages are applied to the highest rate for the position.

LETTER OF AGREEMENT

Re: Group Insurance & Retirement

Plan This letter forms part of the collective agreement dated:

Between: The Saint John Aquatic Center Commission

And: CUPE Local 3558

Dated: September 28, 2025

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

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

Dated this 07 of May, 2025 in Saint John, NB.

FOR THE EMPLOYER:

Christina Veil

Shanks

FOR THE UNION:

JK

Brad DeG

LETTER OF AGREEMENT

Re: Reduction of Hours / Lay-off

This letter forms part of the collective agreement

Between: The Saint John Aquatic Center Commission

And: CUPE Local 3558

Dated: **September 28, 2022**

For the life of the Collective Agreement between CUPE Local 3558 and the Saint John Aquatic Center Commission, signed on **September 28 , 2022**, 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 Saint John Aquatic Center Commission, signed on **September 28 , 2022**, 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 07 of May, 2025 in Saint John, NB.

FOR THE EMPLOYER: Christina Vail

Alshanks

FOR THE UNION: JK

Brad Day

LETTER OF AGREEMENT

Re: Successor Rights

Between: The Saint John Aquatic Center Commission– “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 Center 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 07 of May, 2025 in Saint John, NB.

FOR THE EMPLOYER:

Christina Vail

A. Shanks

FOR THE UNION:

JH

Brad Day