

ARTICLE 1 PURPOSE OF AGREEMENT

1:01 The purpose of this Agreement is to maintain harmonious and mutual beneficial relationships between the Employer, the employees and the Union and to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement.

1:02 In the event there is a conflict between the context of this Agreement and any regulations or policy made by the Employer, this Agreement shall take precedence over the said regulation policy.

1:03 Wherever the singular 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.

ARTICLE 2 RECOGNITION

2:01 The Employer recognizes the Newfoundland and Labrador Association of Public and Private Employees (the Union) as the sole and exclusive Bargaining Agent of all employees of the Regional Aquatic Center, other than the Manager.

2:02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

2:03 Persons not included in the Bargaining unit shall not perform any duties which are normally assigned to employees within the Bargaining unit. The Aquatic Manager shall continue to perform any duties that he/she certified and qualified to perform.

2:04 When new classifications are developed, the Employer shall immediately inform the Union, in writing, as to whether such classification should be included or excluded from the Bargaining unit. Should the parties be unable to agree upon the exclusion, the matter shall be immediately referred to the Labour Relations Board for adjudication.

2:05 Employees shall have the right to have the assistance of a Union representative on matters related to Employer/employee relations. Employees shall not absent themselves from work without permission from the Manager or Employer representative.

2:06 Employees shall obtain permission from the Employer to hold meetings at the facility and such meetings shall not interfere with the operations of the Employer.

2:07 Volunteers will be permitted to perform any duties as long as it does not interfere with scheduled hours of regular employees.

ARTICLE 3 DEFINITIONS

3:01 (a) **A**Bargaining Unit**@** means the bargaining unit recognized in accordance with Article 2 of this Agreement.

(b) **A**Classification**@** means the identification of a position by a reference to a class title and pay range.

(c) **A**Date of hire**@** means the first day worked as either a temporary, permanent or a permanent part-time employee.

(d) **A**Day**@** shall mean a working day unless otherwise stipulated in this Agreement.

(e) **A**Day of rest**@** means a calendar day on which an employee is not ordinarily required to perform the duties of his/her position other than:

- (i) a designated holiday;
- (ii) a calendar day an employee is on a leave of absence.

(f) **A**Employee**@** shall mean all employees of the Regional Aquatic Center not excluded from the bargaining unit.

(g) **A**Employer**@** means the Board of the Regional Aquatic Center.

(h) **A**Holiday**@** means the twenty-four (24) hour period commencing at 12:01 a.m. of a calendar day designated as a holiday.

(i) **A**Lay-off**@** means a temporary cessation of employment due to lack of work or abolition of a post.

- (j) **Leave of absence** means absence from duty with permission of the Employer.
- (k) **Notice** means notice in writing which is hand delivered or delivered by registered mail.
- (l) **Permanent employee** means a person who has completed his/her probationary period and is employed on a full time basis without reference to any specific date of termination of service.
- (m) **Part-time employee** means a person who is regularly employed to work less than full time hours.
- (n) **Probationary employee** means an employee who is employed, but who has worked less than the prescribed probationary period.
- (o) **Promotion** means the movement of an employee from his/her existing classification to a classification giving a higher rate of pay.
- (p) **Schedule** shall mean in writing and posted in accessible places to be seen by all employees.
- (q) **Temporary employee** means a person who is employed for a specific period for the purpose of performing certain specified work and who may be laid off at the end of such period or on the completion of such work.
- (r) **Vacancy** means an opening in a permanent, or a permanent part-time position of our (4) weeks or longer.
- (s) **Week** means a period of seven (7) consecutive calendar days beginning at 0001 hours on Sunday morning and ending at 2400 hours on the following Saturday night.
- (t) **Year** means the period from the first day of January in one year to the thirty-first day of December in the same year.
- (u) **Call back** is an employee who has left his/her place of work and is recalled to work outside his/her normal working hours to work less than a full shift.

ARTICLE 4 MANAGEMENT RIGHTS

4:01 All functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

4:02* The Employer is not responsible for creating a position for employees who decide not to or are unable to maintain provincial certifications required to perform their assigned duties. The Employer shall assess the employee and the job site to determine if the employee can be continually employed.

ARTICLE 5 UNION SECURITY

5:01 All employee who are members of the Union at the time of signing of this Agreement shall remain members during the term of this Agreement, provided they continue to occupy a bargaining unit position.

5:02 All employees hired after the signing of this Agreement shall immediately become and remain members of the Union, provided they continue to occupy a bargaining unit position.

5:03 The Employer shall deduct from the wages of all employees within the bargaining unit the amount of membership dues and forward same monthly to the Union.

5:04 The Employer shall supply the employee=s name and social insurance number monthly and a list of additions and deletions for the month.

5:05 The Employer agrees to record the amount of membership dues paid by an employee to the Union on his/her T-4 statement.

5:06 The Union shall inform the Employer in writing of the authorized deduction to be made, not later than thirty (30) days prior to the pay period for which the first deductions are to be made.

ARTICLE 6 UNION REPRESENTATION

6:01 The Employer agrees to recognize the duly appointed Officers and one Shop Steward and an alternate Shop Steward of the Union employed by

the Regional Aquatic Center. The Union shall notify the Employer of these appointments as soon as possible.

- 6:02 The employer agrees to recognize the duly elected Negotiating Team from the bargaining unit to take part in this process.
- 6:03 No deduction shall be made from the pay of any Officer or Shop Steward by reason of their being present at meetings with the Employer or Employer representative.
- 6:04 The Employer shall provide a bulletin board to be placed in a conspicuous place easily accessed by the employees. Such a bulletin board shall be used by the Employer and the Union.
- 6:05 The Employer shall advise the Union Local of any new employees hired.
- 6:06 The union representative is to arrange a convenient time prior to access to work premises so as not to interfere with normal facility operations. Thus no union business, apart from the shop steward=s right to investigate a grievance shall be conducted on the premises during normal work hours without approval of management.

ARTICLE 7 NO DISCRIMINATION

- 7:01 The employer agrees that there shall be no discrimination in employment as per the Newfoundland and Labrador Human Rights Code.

ARTICLE 8 SEXUAL AND PERSONAL HARASSMENT

- 8:01 The Employer and the Union recognize the right of employees to work in an environment free from harassment as defined in the Newfoundland and Labrador Human Rights Code. The Employer shall undertake to investigate alleged occurrence of harassment with all possible dispatch.
- 8:02 The sexual harassment policy already in place will remain in effect as a addendum to this Agreement as it is presented as a protection for all employees.

ARTICLE 9 GRIEVANCE PROCEDURE

9:01

Step 1

With the exception of dismissal due to unsuitability or incompetence as assessed by the Employer of a probationary employee,, he/she shall first present the matter to the Regional Aquatic Manager through the Shop Steward, within five (5) days of the occurrence or discovery of the incident. An earnest effort will be made to settle the grievance at this stage.

Step 2

If an employee fails to receive an acceptable response under Step 1, the employee has five (5) days, present the grievance, in writing, to the manager for a formal, written, response and the manager is provided five (5) days to respond.

Step 3

If an employee fails to receive a satisfactory answer within seven (7) days of Step 2, the employee may send the grievance to arbitration within fourteen (14) days of Step 2.

9:02

A Shop Steward who is involved in the grievance process, not including arbitration, shall suffer no loss of pay for any lost time attending meetings with the Employer.

9:03

No grievance shall be defeated or denied by any technical objection occasioned by a typographical error.

9:04

The time limits specified by the Grievance and Arbitration may be extended, in writing, by mutual agreement of the parties.

9:05

In case of suspensions and dismissal, the grievance may be submitted in the first instance at Step 2 of Clause 9:01.

9:06

A full time representative of the Union may be called in by the employee(s) at any Step of the grievance procedure. The Grievor may be present during all steps of the grievance procedure.

ARTICLE 10 ARBITRATION

10:01 (a) Failing settlement of the grievance through the grievance procedure, such grievance may be submitted to arbitration. If no written request for arbitration is received within fourteen (14) calendar days after the decision at Step 2 of the grievance procedure, the grievance shall be deemed to be abandoned.

(b) The parties to this Collective Agreement may mutually agree to avail of grievance mediation through the Department of Labour to find a resolution to the grievance.

10:02 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing and shall contain the name of the first party=s nominee to the Board. The recipient of the notice shall within fifteen (15) calendar days thereafter, answer in writing indicating the name and address of its nominee to the Arbitration Board. The two nominees shall then endeavour to agree on a third person to act as Chairperson of the Board of Arbitration.

10:03 If the party receiving the notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairperson with fifteen (15) calendar days of their appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

10:04 The decision of the majority shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties. The Board of Arbitration shall not have the power to alter or amend any provisions of the Agreement.

10:05 Each party shall pay the expenses and fees of its nominees and the unsuccessful party shall pay one hundred percent (100%) of the cost of the Arbitrator.

10:06 The time limits fixed in both the grievance and arbitration procedure may be extended in writing my mutual consent between the parties.

10:07 At any stage of the grievance or arbitration procedure, the parties may have the assistance of any employee(s) concerned as witnesses or any other witnesses. Employees attending as witnesses will be granted time off work with pay and without loss of seniority or benefits of the Collective Agreement.

10:08 The parties may mutually agree to the substitution of a single Arbitrator for an Arbitration Board, in which event the provisions of this Article and any

other provisions which refer to an Arbitration Board shall apply equally to a single Arbitrator.

ARTICLE 11 LABOUR MANAGEMENT/OCCUPATIONAL HEALTH COMMITTEE

11:01 It is agreed that this will be one committee comprised of two (2) bargaining unit and two (2) Employer representatives. This committee shall meet to discuss the following general matters:

- (a) Suggestions from employees, questions of working conditions and service.
- (b) Other issues not subject to grievances or negotiations.
- (c) Comply with the Occupational, Health and Safety Act to promote safety and sanitary practices in the workplace.
- (d) These meetings shall not supercede the activities of any other committee of the Union or Employer and shall not bind either party to any decisions or conclusions reached during discussions.

ARTICLE 12 SEVERE WEATHER CONDITIONS

12:01 During severe weather conditions or a declared state of emergency, if the Regional Aquatic Center is closed by the Board/Manager/Designated Representative, employees shall not suffer any loss of pay or benefits as a result of the closure with the exception of hours re-scheduled for an alternate day and time.

12:02 During storm days and the facility is closed, an employee may be required to check the facility during their regular shift at no extra cost to the Employer, If an employee has to check the facility a second time, it will be at the call back rate at a minimum of three (3) hours pay at straight time.

12:03 Scheduled employees will be rotated to check pumps on storm days and will be expected to be available early for snow clearing on the commencement of the next opening shift.

ARTICLE 13 PROBATION, DISCIPLINE AND PERSONNEL FILES

13:01 The probationary period for employees shall be twelve (12) months from the first day of work.

13:02 The termination of probationary employees, for reasons of unsuitability or incompetence as assessed by the Employer, shall not be subject to the grievance or arbitration procedure.

13:03 Any employee who is suspended or dismissed shall be provided with written notification within five (5) days of such suspension or dismissal. This will state the reasons for the suspension or dismissal.

13:04 Subject to Clause 13:02, all suspension, dismissals and other disciplinary action shall be subject to formal grievance as outlined in Article 9, if the employee so desires.

13:05 The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within five (5) working days of the incident. If the employee is not notified in this time period, it shall not become part of his/her record to be used against the employee.

13:06 When an employee is required to attend a meeting with the Employer where a disciplinary decision is to be taken by the Employer, the Employer shall advise the employee that he/she has a right to have a Union representative attend the meeting with them.

13:07

- (a) Upon request and after giving reasonable notice, an employee shall be allowed to inspect his/her personnel file in the presence of the Employer. He/she shall be provided with a copy of any document contained therein, as requested.
- (b) No document shall be used in disciplinary proceedings against an employee unless such document has been brought to the attention of the employee at the time it was placed on the employee=s personnel file.
- (c) Any such document shall be removed after the expiration of twenty four (24) months from the date it was placed in the employee=s file provided there has not been any further incidents of any kind during that period. The employee shall be responsible to ensure any such document is removed.

13:08 If upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement. In situations where the Employer is unable to investigate the matter to its

satisfaction, but feels the employee should be removed from his/her place of employment, it shall be with pay.

ARTICLE 14 HOURS OF WORK

- 14:01 The normal hours of work shall be up to eighty (80) hours bi-weekly in a flexible work schedule.
- 14:02 The Employer shall make every effort to schedule full time workers for eighty (80) hours bi-weekly prior to temporary workers being scheduled.
- 14:03 Extra hours on a bi-weekly basis will be allocated on a shared basis within a classification based on seniority provided the employee is qualified to perform the required work.
- 14:04 Each employee shall be entitled to as paid flexible rest period of fifteen (15) minutes for each four (4) hours of scheduled work.
- 14:05 Employees shall have the option to request a half or full hour unpaid meal break after each four (4) hour shift, to be mutually agreed between the employee and the Manager/Designate. If possible, employees may leave the facility during their meal period.
- 14:06
 - (a) The regular schedule shall be posted a minimum of one (1) week in advance, with extra hours added as they become available.
 - (b) Employees may be contacted for a change in shift with a minimum of one (1) hour notice prior to twelve (12) noon and two (2) hours notice after twelve (12) noon.
 - (c) Employees will arrange private lessons in consultation with the Manager/Designate and will not be subject to scheduling guidelines or overtime.
- 14:07 Employees may exchange shifts with the approval of the Employer, provided there is no increase in cost to the Employer.
- 14:08 Lessons will only be changed with the approval of the Manager and an employee may only miss one lesson in a set otherwise he/she will not be scheduled for that set.

ARTICLE 15 OVERTIME

15:01 All overtime shall be authorized by the Employer or his/her designate.

15:02 Overtime is optional and voluntary. Overtime shall be shared equally provided the employee is qualified to perform the work available. Overtime refused will be considered to have been worked by the employee.

15:03 Employees who are required to work in excess of eighty (80) hours bi-weekly shall receive time in lieu in the amount of time and one-half (1 ½) for each hour worked in excess of these hours.

15:04 An employee who is called back to work after he/she has left work shall be paid for a minimum of three (3) hours at the regular pay rate.

15:05* Employees who are required to work on a paid holiday as per this Agreement shall be paid time and one half (1½) for hours worked and may request the holiday at a time agreed with the manager within that calendar year.

ARTICLE 16 SENIORITY

16:01 Seniority for all employees shall be determined based on the employees original date of hire. Hours of work shall be the deciding factor for seniority purposes for employees hired on the same day.

16:02 An employee shall lose seniority **if** he/she:

- (a) resigns in writing or verbally and does not withdraw same within seven (7) days;
- (b) is dismissed and not re-instated;
- (c) is laid off in excess of twelve (12) months;
- (d) is absent from work for five (5) consecutive days without notifying the Employer and giving a satisfactory reason for such absence;

(e) is recalled from layoff in his/her classification with fourteen (14) days notice and he/she fails to report to work without a sufficient reason.

16:03 The Employer shall maintain a seniority list for all employees. The Employer shall post the seniority list in January and July of each year. The list shall show, date of hire, classification and hours of service for each employee.

16:04 Seniority shall be maintained during periods of paid and unpaid leave, provided the employee would not have been laid off during the period of unpaid leave.

16:05 For the purposes of scheduling guards, an employee who is under seventeen (17) years of age will be considered the lowest on the seniority list, regardless of date of hire, due to provincial pool regulations. When the employee turns seventeen (17) years of age the seniority list will be adjusted based on the original date of hire.

ARTICLE 17 HOLIDAYS

17:01 The following holidays will be observed as paid holidays for all employees:

- 1) New Year=s Day
- 2) Good Friday
- 3) Victoria Day
- 4) Canada Day
- 5) Labour Day
- 6) Remembrance Day
- 7) Christmas Day
- 8) Boxing Day
- 9) Stephenville Day

17:02 Temporary and part time employees shall be paid for holidays on a pro-rata basis, based on the average hours twenty-eight (28) days prior to the holiday.

17:03 If an employee is on sick leave and a statutory holidays falls in this time period, the employee will remain on sick leave and take the statutory holiday at a mutually agreed time.

17:04* In addition to holiday pay in Clause 17:01, when an employee is required to work on a holiday, he/she will be paid at the rate of time and one half (1 ½) for each hour worked or may bank this time at the request of the employee.

ARTICLE 18 ANNUAL VACATION

18:01 An employee shall be entitled to vacation allowance as follows:

1)	0 - 6 years	2 weeks at 4%
2)	7 - 12 years	3 weeks at 6%
3)	Start of 13 th year +	4 weeks at 8%

18:02* All employees shall have the choice to have vacation pay on their cheque or to bank the vacation time to be taken at a mutually agreed time.

18:03* An employee may carry forward to another year a maximum of one (1) year's eligible annual vacation leave not used in the previous year, but must be used in that calendar year.

18:04 An employee may change the status of his/her annual leave to sick leave if he/she provides a medical certificate and will only include the duration of days referenced on the medical certificate.

18:05 If a statutory holiday is observed during an employee=s vacation period, he/she will be granted an additional day vacation for each holiday at an agreed upon time with the manager within that calendar year.

18:06 An employee who is required to return to work during his/her annual vacation period shall receive time in lieu of at a rate of time and one half for all hours worked. Hours worked shall not be deducted from the employee=s vacation time.

18:07 All employees shall be granted, if possible, their preferred choice of vacation time. Preference in choice of vacation dates shall be determined based on seniority if problems arise and rotated from year to year thereafter.

ARTICLE 19 SICK LEAVE

19:01 A full time employee shall earn sick leave with pay at the rate of one (1) day for each month of service to a maximum of thirty-six (36) days, commencing from the date of employment.

19:02 An employee shall be required to provide a medical certificate for illness in excess of three (3) consecutive days.

19:03 Employees, upon request, shall be paid for fifty percent (50%) of any unused sick leave, for that calendar year, up to a maximum of six days or carry forward days to the following years.

ARTICLE 20 MATERNITY/ADOPTION/PARENTAL LEAVE

20:01 An employee may request maternity/adoption/parental leave without pay, which may commence prior to the expected delivery date of the child and shall be granted such leave.

20:02 An employee is entitled to a maximum of fifty-two (52) weeks leave under this Clause.

20:03 An employee may return to duty after giving the Employer two (2) weeks notice of his/her intention to return to work.

20:04 The employee shall resume his/her former position and salary upon return from leave with no loss of accrued benefits.

20:05 Periods of leave up to fifty-two (52) weeks shall count for seniority purposes.

20:06 Employees on such leave may opt to pay both portions of the Group Insurance Plan premiums to a maximum of fifty-two (52) weeks.

ARTICLE 21 BEREAVEMENT LEAVE

21:01 An employee shall be entitled to bereavement leave with pay as follows:

(a) In the case of the death of an employee=s mother, father, brother, sister, child, spouse, common-law spouse, legal guardian, grandmother, grandfather, grandchild, father-in-law, mother-in-law or a near relative living in the same household, three (3) consecutive working days.

(b) In the case of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, niece or nephew, one (1) calendar day.

21:02 If the death of a relative referred to in Clause 21:01 (a) occurs outside the province, the employee may be granted leave with pay, not exceeding five (5) consecutive working days.

ARTICLE 22 INJURY ON DUTY

22:01 All employees shall be covered by the Workers= Compensation Act. Employees must report all injuries immediately to the Employer to ensure proper documentation.

22:02 Employees on Workers= Compensation shall receive from Worker=s Compensation a salary based on the benefit awarded.

22:03 Employees on Worker=s Compensation shall continue to accumulate seniority and service for the purpose of severance, vacation and seniority. Employees shall not accumulate any other benefits, but shall maintain any accumulated benefits. Time off as a result of injury shall not be considered a break in service.

22:04 An employee who is injured during working hours and is required to leave for medical treatment or is sent home because of such injury shall receive payment for the remainder of his/her scheduled work day.

ARTICLE 23 GENERAL LEAVE

23:01 With the approval of the Employer, leave without pay shall be awarded to two (2) employees who are members of the Negotiating Committee without loss of seniority.

23:02 With the approval of the Employer, leave without pay, not exceeding twenty (20) days for the bargaining unit per year, for employees to represent the bargaining unit at seminars and conventions related to Union business without loss of seniority or benefits.

23:03 The Employer may grant, upon written request, a leave of absence without pay for a period of one (1) year, for an employee selected for a full time position with the Union, without loss of acquired benefits. The

period of leave may be renewed upon request. Employees may not accrue any benefits during such period of absence.

23:04 The Employer shall grant leave of absence with pay and without loss of benefits to an employee who serves as a juror or witness in court. Proof must be provided.

23:05 Subject to operational requirements and at the discretion of the employer, an employee who has completed two (2) years of service may be granted leave, without pay, to a maximum of twelve (12) months without loss of seniority and accrued benefits.

23:06 An employee who is upgrading his/her employment qualifications through an Employer approved course shall be entitled to a leave of absence with pay to attend these sessions.

23:07 With the approval of the Employer, special leave without pay may be granted in exceptional circumstances to an employee.

23:08 For the purposes of this Agreement it is understood that cross training of employees shall occur whereas required in order to ensure its smooth operation.

23:09 Shift extensions will be offered to the senior employee presently on shift and qualified to perform such work.

23:10 The Employer may hire students during the summer to perform duties associated with the Aquatic Center and Community events. Grade 12 Students will be hired first and then students returning from University for the summer period.

ARTICLE 24 RATES OF PAY

24:01 The salary scales set out in Schedule A will become effective from the days prescribed in this Schedule and the salary adjustment formula set forth therein will be applied.

24:02 Employees shall be paid every two (2) weeks and the pay cheques shall be accompanied by a statement containing the following information:

- 1) Gross Pay;
- 2) Overtime;
- 3) Special Allowances;

- 4) Miscellaneous Deductions;
- 5) Net Pay.

24:03 An employee who is required to temporarily perform work in a classification paying a higher rate of pay shall receive the higher rate for all hours worked in the higher classification.

24:04 An employee who is required to temporarily perform work in a lower paying classification shall maintain his/her regular rate of pay.

24:05 An employee shall not be transferred outside the bargaining unit without his/her consent. If on a temporary basis, he/she shall remain in the bargaining unit and continue to pay Union dues. An employee may only be outside the bargaining unit for a six (6) month period without forfeiting their seniority.

ARTICLE 25 INSURANCE AND PENSION BENEFITS

25:01 The Employer agrees to provide a Group Health Insurance Plan to eligible employees covered by this Agreement, base on a cost sharing of fifty percent (50%) for the employee and fifty percent (50%) for the Employer.

25:02 The Employer agrees to provide a Group RRSP to all full time employees covered by this Agreement, based on three percent (3%) of the employee=s wages paid by the employee and three percent (3%) of the employee=s wages paid by the Employer, cost shared. There will exist restrictions on the Employer=s portion for a minimum of ten (10) years of service.

ARTICLE 26 PERSONAL LOSS

26:01 An employee who suffers any personal property loss while carrying out duties at the facility, not due to negligence by the employee, shall be compensated for such loss to a maximum of three hundred dollars (\$300).

26:02 Any incident of loss shall be reported to the Employer within two (2) days of the incident.

ARTICLE 27 TERMINATION OF EMPLOYMENT

27:01 Except in case of dismissal for cause, employees shall be given ten (10) working days notice in writing, provided they are not hired for a specified time period.

27:02 Employees shall give ten (10) working days notice of their intention to terminate employment.

27:03 The period of notice may be reduced or eliminated by mutual consent of both parties.

ARTICLE 28 SEVERANCE PAY

28:01 A full time employee who has ten (10) years of service with the Employer, whose position is made redundant, is entitled to be paid severance pay at a rate of one (1) week's pay for each completed year of service up to a maximum of twelve (12) weeks based on the rate in effect at the time of leaving.

28:02 A full time employee who has twenty (20) or more years of service with the Employer upon retirement is entitled to be paid severance pay at a rate of one (1) week's pay for each complete year of service up to a maximum of twelve (12) weeks based on the rate in effect at the time of leaving.

ARTICLE 29 CLOTHING ALLOWANCE

29:01* (a) Full time Aquatic Personnel shall receive two (2) swim suits and two (2) T-shirts or shorts to a maximum total value of two hundred dollars (\$200).

(b) Part-time and Temporary Aquatic Personnel shall receive one (1) swim suit and one (1) T-Shirt, as required, to a maximum total value of seventy-five dollars (\$75).

(c) Full time Maintenance Personnel shall receive one (1) pairs of coveralls and one (1) pair of safety boots per year to a maximum total value of two hundred dollars (\$200).

29:02 All employees shall receive the necessary protective clothing, such as eye protection, rubber gloves and fact masks as per the Occupational Health and Safety Act Regulations.

ARTICLE 30 CONTRACTING OUT

30:01 The Employer may contract out work as long as it does not interfere with the regularly scheduled hours of employees. Work that has been refused by the employees or work that the employees are not certified/qualified to perform may be contracted out.

ARTICLE 31 STRIKES AND LOCKOUTS

31:01 The Employer and the union agree that there shall be no strikes, slowdowns, stoppage of work or lockouts during the terms of this agreement.

ARTICLE 32 PROMOTIONS AND STAFF CHANGES

32:01 When a vacancy occurs in any classification or a new position is created, such position shall be posted on the bulletin board for a period not less than seven (7) working days.

32:02 Senior employees applying for positions shall be given preference providing their qualifications are sufficient to perform the duties of the position.

32:03 No position shall be filled from outside the bargaining unit until the applications of employees within the bargaining unit have been fully processed.

32:04 Permanent employees may fill temporary positions while maintaining their permanent status. If the employee wants to return to their permanent position, he/she will give the Employer one (1) weeks notice to return.

ARTICLE 33 AMENDMENTS

33:01 It is agreed by the parties to this Agreement that any provision in this Agreement, other than the duration, may be amended by mutual consent of the Employer and the Union.

ARTICLE 34 JOB DESCRIPTIONS

34:01 Job Descriptions shall be provided to the Union within sixty (60) days of the signing of this Agreement.

ARTICLE 35 TRAINING

35:01 Full time employees shall be reimbursed one hundred percent (100%) of the costs of renewing certifications required by the employer. Part time and temporary employees shall be reimbursed fifty percent (50%) for the cost of renewing certificates required by the Employer.

ARTICLE 36 TRANSPORTATION

36:01 Employees required by the Employer to use their vehicle for Employer business shall be reimbursed at the rate of forty (40) cents per kilometer. Travel to Conferences and Courses will be negotiated between the Employer and the employee, on a mutually agreed basis.

ARTICLE 37 DURATION OF AGREEMENT

37:01* Except as otherwise provided this Agreement shall be effective from July 29, 2010 and shall remain in full force and effect until July 28, 2013.

37:02 This Agreement shall remain in full force and effect during negotiations for a revision or renewal of the terms of this Agreement and until such a time as it is replaced by a new or revised Collective Agreement.

37:03 Either of the parties to this Agreement may, within sixty (60) days immediately prior to the expiration of this Agreement, issue notice of its desire to terminate the Agreement or request negotiations for a renewal or revision of the Agreement.

ARTICLE 38 LAYOFFS AND RECALLS

38:01 Both parties recognize that job security should increase with the length of service, therefore, in the event of layoff, employees shall be laid off in the reverse order of their seniority and shall be recalled in the order of their seniority, provided they are qualified to do the work required. Seniority shall be on a bargaining unit wide basis.

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Schedule A - Classifications & Wages

<u>Classifications</u>	<u>July 29/10</u>	<u>July 29/11</u>	<u>July 29/12</u>
Aquatic Supervisor	\$15.00	\$15.75	\$16.54
Supervisor/Administrator Officer	\$13.50	\$14.18	\$14.89
Life Guard/Desk Supervisor	\$12.25	\$12.86	\$13.50
Maintenance Worker	\$14.00	\$14.70	\$15.44
Life Guard/Instructor	\$11.00	\$11.25	\$11.50
Janitor	Minimum Wage + 75 cents for Life of Agreement		

Note: New Employees hired in permanent full-time positions shall receive one dollar and fifty cents (\$1.50) less during their probationary period and then be placed on the salary scale as per Schedule A.

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COLLECTIVE AGREEMENT

Between

REGIONAL AQUATIC CENTRE

And

**NEWFOUNDLAND ASSOCIATION OF
PUBLIC & PRIVATE EMPLOYEES**

Expires: July 28, 2013