

# COLLECTIVE AGREEMENT

between

**ST. JOHN'S SPORTS & ENTERTAINMENT LTD.**



**ST. JOHN'S  
CONVENTION  
CENTRE**

and



**Local 5459**

**Effective July 1<sup>st</sup>, 2022 to June 30<sup>th</sup>, 2026**



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## **Article 1 - Purpose**

### **1.01 Purpose**

The intention of this Agreement is to promote and maintain harmonious relations and close cooperation between the Employer and its employees. It is understood by both parties that their objective is the protection of the best interests of the Employer and its employees. Both parties will abide by this Agreement, it being their purpose to settle all differences without disturbance of industrial peace.

### **1.02 Collective Agreement**

And whereas it is now desirable that methods of bargaining and all matters pertaining to working conditions of the employees be drawn up in an Agreement.

## **Article 2 - Recognition**

### **2.01 Management Rights**

All functions, rights, powers, and authority which are not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being vested in the Employer. The question of whether any of these rights is limited by this Agreement may be decided through the grievance and arbitration procedures. The Employer shall not exercise its rights to direct the working forces in a discriminatory manner and shall exercise such rights, powers and authority in a fair, equitable and reasonable manner.

### **2.02 Recognition of Union**

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent in respect to rates of pay, hours of work, and all other conditions of employment for all employees save and except those in classifications identified in Schedule "B" of this Collective Agreement.

### **2.03 Verbal or Written Agreement with Employer**

No employee within the Bargaining Unit shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

### **2.04 Union Business**

The Union agrees to make every reasonable effort to limit the number of employees from any particular work area who are absent at any one time to deal with union business. The Union will also provide the Employer with as much notice

as is reasonably possible of employees selected to attend union schools, conventions and conferences so arrangements can be made to schedule replacements.

### **Article 3 – Interpretation**

#### **3.01 Application**

This Collective Agreement is fully applicable to all employees within the bargaining unit.

#### **\*3.02 Definitions**

In this Agreement the following words and expressions shall have the meanings hereinafter assigned to them:

- a) "Corporation" or "Employer" means St. John's Sports & Entertainment Ltd. (SJSEL).
- b) "Employee" means a person included in the bargaining unit who is employed by the Employer for remuneration.
- c) "Part time employee" means a person who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each work week.
- d) "Permanent employee" means a person who has completed their probationary period and is employed without reference to any specific date of termination of service.
- e) "Temporary employee" means a person who is employed for a specific period, or as a replacement for a permanent employee on a temporary leave of absence, or 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. Temporary employees employed for a period of more than twelve (12) consecutive months shall be deemed to be permanent unless mutually agreed otherwise by the parties at the time of hiring.

The parties recognize that under certain circumstances a permanent employee may occupy a temporary position, or on a temporary basis may occupy a position other than the employee's regular one. In such cases the employee's rights and benefits under this Agreement shall remain unchanged.

Once an employee has achieved permanent status, the employee shall be permanent for the purposes of this Agreement for as long as the employee remains on the seniority list.

- f) "Conversion Employee" means an employee who is hired for the purpose of performing facility conversions and who is not regularly scheduled. Conversion employees shall be engaged on an as needed basis. When conversion employees are engaged on a temporary basis they shall be entitled to the rights and privileges of the collective agreement consistent with the position filled.
- g) "Casual employee" means an employee that is called in on an occasional or intermittent basis.

### **3.03 Employee Status**

For the purpose of defining an employee's status, twelve (12) consecutive months shall be calculated from the date of hiring except for those employees who have already been appointed to permanent positions.

### **3.04 Work of the Bargaining Unit**

Work performed by employees with the bargaining unit shall not be performed by employees outside the bargaining unit except in cases of training, instruction or otherwise as mutually agreed by the parties.

### **3.05 Employer Representative**

"Employer Representative" unless otherwise specified shall mean the Chief Executive Officer (CEO) or such person or persons appointed by the Employer. The Employer will notify the Union through its Recording-Secretary of the names of persons with whom the Union shall transact business.

## **Article 4 – Union Status**

### **4.01 Union Membership**

All employees within the Bargaining Unit shall as a condition of employment maintain Union membership. All new employees within the Bargaining Unit shall as a condition of employment become members in good standing at the commencement of their employment.

#### **4.02 Check Off Payments**

The Employer shall deduct from every Bargaining Unit employee any dues, initiation fees, or assessments levied by the Union on its members.

#### **4.03 Deductions**

Deductions shall be forwarded in one (1) cheque to the Secretary-Treasurer of the Union not later than the 10th day of the following month for which the dues were levied. The cheque shall be accompanied by two (2) copies of a list of the names, gender and regular weekly wages of employees from whom whose wages deductions have been made. Lists of employees' names, addresses, phone numbers and classifications shall be made available to the Union on a periodic basis as requested, in paper and/or in electronic format.

#### **4.04 Dues Receipt**

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

#### **4.05 Employer Shall Not Discriminate**

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, gender, gender identity, marital status, family status, place of residence, physical or mental disability, nor by reason of the employee's membership or activity in the Union, nor for any reason prohibited by the human rights legislation.

#### **\*4.06 Orientation of New Employees**

- (a) The Employer agrees to acquaint new employees that a Collective Agreement is in effect and with the conditions of employment set out in the Agreement. The Employer shall provide the new employee with a copy of the Collective Agreement.
- (b) On commencing employment, an Employer Representative will introduce the new employee to the employee's Union Steward or Representative.
- (c) An officer of the Union shall be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the

Employer and the Union. Where more than one (1) employee is hired, where possible this meeting may be a combined meeting of all new employees. Time off for such meetings must be at a mutually agreed time between the Union and the Employer Representative.

- (d) Upon hiring, the Employer shall provide the new hire with a contact information sheet, that will be forwarded from the Employer to the Recording Secretary.

#### **4.07 Harassment**

Both the Employer and the Union consider sexual harassment as defined below and personal harassment as defined herein to be reprehensible and are committed to maintaining an environment where such harassment does not exist.

To this end, the Union and the Employer recognize the right of employees to work in an environment which is free from harassment. The parties undertake to investigate alleged occurrences with all possible dispatch. If harassment has taken place, the Employer shall take appropriate action and shall ensure that the harassment ceases. The victim shall be afforded all reasonable protection from repercussions which might result from the employee's complaint.

A grievance under this clause shall be filed with the Chief Executive Officer (CEO) at Step Two within twenty (20) working days of the incident giving rise to the grievance. Where the Chief Executive Officer (CEO) is the alleged harasser the complaint shall be forwarded to the Chair of the Board.

An individual is free to file a complaint in any forum and may do so however, an individual who wishes to file and process a grievance on any allegation of harassment must do so before actively proceeding with a complaint in any other forum.

In the event the parties are unable to resolve the matter, either party may refer the matter to arbitration in accordance with Article 9 and the parties shall make every reasonable effort to schedule a hearing within sixty (60) calendar days of the referral to arbitration.

- a) Sexual harassment is comprised of unsolicited comments, gestures or physical contact of a sexual nature that the individual knows or ought reasonably to know to be unwelcome, objectionable, or offensive. Except in gross situations, where an individual takes exception to the actions, behaviour or comments of another individual they should warn the other person that their behaviour is unwanted and must cease.

Sexual harassment may involve procuring favours or promises of favours with the threat of reprisal for refusing.

Sexual harassment can be expressed in a number of ways which may include:

- unnecessary touching or patting
  - suggestive remarks, jokes or behaviour
  - demands for sexual favours
  - physical assaults
- b) For the purposes of this provision Personal Harassment is defined as an intentional comment or action or a series of comments or actions designed to deliberately abuse or humiliate a person and which result in an intimidating or hostile working environment; it is understood that the work performance of employees who are subject to harassment may be adversely affected. Such alleged harassment will not include supervisor/employee performance assessment and appraisal or matters within the normal disciplinary processes of the Employer.

## **Article 5 – Labour Management Committee**

### **5.01 Establishment of Committee**

A Labour Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the employees.

### **5.02 Function of Committee**

The Committee shall concern itself with the following general matters:

- a) Identifying and recommending on the implementation of practices, procedures and methods of operation which will improve the efficiency and effectiveness of the Corporation's operations.
- b) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- c) Improving and extending services.
- d) Promoting safety and sanitary practices.
- e) Reviewing suggestions from employees, questions of working conditions and service; but not grievances concerned with service.
- f) Correcting conditions causing grievances and misunderstandings.

### **5.03 Meetings of Committee**

The Committee shall meet at least once every two (2) months at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

### **5.04 Chairperson of the Meeting**

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

### **5.05 Minutes of the Meeting**

Minutes of each meeting of the Committee shall be prepared and signed by the Chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall receive two (2) signed copies of the minutes within three (3) days following the meeting.

### **5.06 Jurisdiction of Committee**

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its decisions and conclusions.

## **Article 6 – Labour Management and Bargaining Relations**

### **6.01 Representation**

The Employer shall not bargain with or enter into an agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees in the Bargaining Unit shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees of the Bargaining Unit an elected or appointed representative of the Union shall be spokesperson. In order that this may be carried out the Union will supply the Employer with the names of its officers or appointed representatives. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union transacts business.

## **6.02 Union Bargaining Committee**

For the purpose of negotiations, a Union Bargaining Committee shall be appointed and consist of not more than five (5) representatives of the Union. The Union shall advise the Employer of the Union's nominees to the Committee. Each party will advise the other of its nominee or nominees to their respective Bargaining Committee within fourteen (14) calendar days of the receipt of the Notice to Bargain. Notwithstanding the size of the Union Bargaining Committee the Employer agrees to pay wages and benefits for three (3) employees of the Corporation to attend negotiations.

## **6.03 Function of Bargaining Committee**

All matters pertaining to rates of pay, hours of work, and collective bargaining shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement satisfactory to both parties.

## **6.04 Meeting of Committee**

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been made.

## **\*6.05 Time Off for the Meetings**

Any representative of the Union on the Bargaining Committee who is in the employ of the Employer, shall have the right to attend meetings of the Bargaining Committee within working hours without loss of remuneration.

If an employee who is a member of the bargaining committee is scheduled to work on a day when bargaining is scheduled, the employee shall not be required to report for the employee's regular shift and the employee shall be paid the employee's regular salary for the day based on an eight (8) hour shift. In the event an employee(s) is participating in bargaining in excess of eight (8) hours in any day, the employee will be paid for all scheduled hours.

## **6.06 Technical Information**

The Employer shall make available to the Union Bargaining Committee upon request, information required by the Union such as job descriptions, positions in the Bargaining Unit, job classifications, wage rates, etc. and a committee will be formed consisting of two (2) representatives from the Canadian Union of Public Employees and two (2) representatives of the Employer to draw up classifications, job descriptions and job evaluations. All information with regard to pension and welfare plans and other technical information, records, studies and manuals and directives necessary to accomplish this end shall be readily made available to the

Committee for background information. Such information shall not be unreasonably requested nor denied.

#### **6.07 Union Meetings**

The Employer shall provide the Union with space to conduct its meetings upon request, the use of which shall be scheduled through the Employer's representative and subject to availability.

#### **6.08 Representative of Canadian Union of Public Employees**

The Union shall have the right at any time to have the assistance of a representative(s) of the Canadian Union of Public Employees, when dealing with the Employer. The representative(s) shall have access to the Employer's premises to investigate and assist in the settlement of a grievance.

#### **6.09 Education on the Job**

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during the employees' lunch period or following the regular working day if and when space is available.

#### **\*6.10 Correspondence**

All correspondence between the parties, or their representatives, arising out of this agreement or incidental thereto, shall be copied to the Chief Executive Officer and the Recording Secretary of the Union.

### **Article 7 – Resolutions and Reports of the Employer**

#### **\*7.01 Reorganization**

If in any department of the Employer there is a proposed reorganization of work affecting any employee or employees as defined in Article 3 of this Agreement, the Employer shall give at least thirty (30) days notice to the Union, where possible, of such proposed reorganization, and the Union may submit its views with respect to such reorganization, and the Employer shall give consideration to Union feedback. A written submission from the Union shall occur within two (2) weeks from the date of receipt by the Union of the said notice from the Employer.

## **\*7.02 Copies to Union**

The Employer agrees to promptly provide the Union with a copy of (i) any new written policies, rules and regulations adopted by the Employer, and (ii) new bylaws of the St. John's Municipal Council affecting members of the bargaining unit which have been copied or sent to the Corporation.

The above shall be distributed and discussed with the Union and appropriate committees and the Employer shall ensure that all of the above are communicated and explained to employees.

## **Article 8 – Grievance Procedure**

### **8.01 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 the Union Stewards. The Steward shall assist any employee whom the Steward represents in preparing and presenting the employee's grievance in accordance with the grievance procedure. In the absence of the Employee's Steward another Steward of the Union will represent the employee.

### **8.02 Departmental Stewards**

The Union shall be permitted to appoint or elect a sufficient number of stewards in order to permit access to representation while the facilities are in operation. No more than two (2) stewards shall be granted leave with pay to perform their duties as stewards at any one time.

### **8.03 Names of Stewards**

The Union shall notify the Employer in writing of the name of each steward and the department or departments the employee represents before the Employer shall be required to recognize the employee.

### **8.04 Grievance Committee**

The Union Grievance Committee shall be appointed and consist of not more than four (4) members plus a representative of the Canadian Union of Public Employees. The Union will advise the Employer in writing of the employees so appointed before the Employer shall be required to recognize them. No more than two (2) employees shall be granted paid leave at any one time to attend such meetings.

## **8.05 Permission to Leave Work**

- a) The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as it applies to the grievance procedure. The Union recognizes that each Steward is employed by the Employer and that the Steward will not leave work during working hours except to perform the Steward's duties under the grievance procedure. Therefore, no Steward shall leave work without first obtaining the permission of the Steward's supervisor, which permission shall be given within an hour. This one-hour time period may be extended in emergency situations.
- b) Subject to Clause 8:04 any Steward or representative of the Union on the Grievance Committee who is in the employ of the Employer, shall have the right to attend meetings in connection with the grievance procedure held within working hours without loss of remuneration.

## **8.06 Definition of Grievance**

A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement, or a case where the Union feels the Employer has acted unjustly or improperly.

## **8.07 Procedure for Settling Grievance**

### **8:07.01 Procedure for Settling of Grievance**

All written grievances and replies stating reasons must be copied to the Chief Executive Officer, Union President and Grievor. An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

### **8:07.02 Step One – Discussion**

- a) The alleged grievance shall be filed in writing and shall be signed by the aggrieved employee(s) and/or the Shop Steward (or Shop Steward's designate). The grievance shall be first discussed directly between the aggrieved employee(s) and/or the Shop Steward and the employee's immediate supervisor. This discussion shall be without prejudice to either party and must take place as soon as possible, but in no case later than fifteen (15) working days after the aggrieved employee has become aware of the occurrence of the alleged violation. For information purposes, the written grievance will quote the specific article(s) and/or clause(s) which the

aggrieved employee alleges has been violated, and will include general details to support the claim and any remedy sought.

- b) An employee returning from any form of leave or layoff shall have a further ten (10) working days after return to work in which to file a grievance on a matter which occurred during the employee's absence or a matter which occurred immediately prior to the commencement of layoff or leave.
- c) A written decision stating reasons must be rendered by the supervisor within five (5) working days after the discussion has taken place unless both parties agree that a requirement exists for further review or investigation.
- d) Should this decision fail to resolve the grievance, the written grievance may be processed at Step Two as specified hereafter.

#### **8:07.03 Step Two – Written**

- a) Failing satisfactory settlement at Step One, the written grievance will be submitted to the Chief Executive Officer within five (5) working days of receipt of the supervisor's response at Step One.
- b) The Chief Executive Officer shall respond in writing stating reasons for the decision reached within five (5) working days of receipt of the grievance.
- c) Failing a satisfactory decision being reached at Step Two, the grievance may, within thirty (30) calendar days of receipt of the written decision, be referred to Arbitration.

### **8.08 Grievances Initiated at Step 2**

#### **8.08.01 Policy Grievance**

Where a dispute arises involving a question of general application or interpretation of a provision of this Agreement, either party may initiate a policy grievance at Step Two of the procedure outlined in Clause 8.07. Grievances initiated by the Employer will be filed with the Union President.

#### **8.08.02 Grievances on Safety, Bumping and Job Posting**

Grievances on safety, bumping and/or job postings shall be submitted in the first instance to the Chief Executive Officer at Step Two.

#### **8.09 Union May Institute Grievances**

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step One. However, Union initiated grievances may be referred directly to Step Two with the mutual consent of both parties.

#### **8.10 Replies in Writing**

Replies to grievances stating reasons shall be in writing at all stages.

#### **8.11 Facilities for Grievances**

The Employer shall supply the necessary rooms for the grievance meetings.

#### **8.12 Failure to Act Within Time Limits**

Both parties shall comply with the time limits shown. However, in the processing of any particular grievance either party may request an extension to any time limit in this process. If such extension is requested, it shall be subject to mutual agreement but such agreement shall not be unreasonably withheld by either party.

#### **8.13 General**

- a) The parties may waive any step in these procedures and/or extend any time limits by mutual agreement in writing.
- b) All meetings between Employer representatives and representatives of the Union will be held by appointment and without unreasonable delay when requested by either party. Meetings shall be held between 8:00 a.m. and 5:00 p.m., Monday to Friday.

#### **8.14 Mutually Agreed Changes**

Any mutually agreed changes to this Collective Agreement must be in writing and signed by both parties and are subject to the grievance and arbitration procedure.

## **8.15 Preventative Mediation**

Provided both parties agree, a grievance which has been referred to arbitration may be referred to grievance mediation (Labour Relations Agency) for a further attempt at resolution.

## **Article 9 – Arbitration**

### **9.01 Composition of the Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made to the other party to the Agreement at its registered address. Electronic notification also qualifies as an acceptable means of communication providing receipt is acknowledged. This letter shall indicate the names of its nominee on the Arbitration Board. Within five (5) days thereafter, the other shall answer indicating the name and address of its appointee to the Arbitration Board. The two (2) arbitrators shall then meet to select an impartial chairman. No official, employee, or agent or member of the Corporation or of the Union shall be appointed as a member of the Board. Each party to this Agreement will notify the other party of its registered address.

### **\*9.02 Failure to Appoint**

If the party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairman within seven (7) days of their appointment, the appointment shall be made by the Minister responsible for Labour upon request of either party.

### **9.03 Board Procedure**

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within fifteen (15) working days from the time the Chairperson is appointed.

### **9.04 Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify, or amend any of

its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

#### **9.05 Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either or both parties jointly may apply to the Chairperson of the Board of Arbitration to clarify the decision, which it or they shall do within five (5) days.

#### **9.06 Expenses of the Board**

Each party shall pay:

- a) the fees and expenses of the arbitrator it appoints; and
- b) one-half (½) of the fees and expenses of the Chairperson.

#### **9.07 Witnesses**

At any stage of the grievance or arbitration proceedings, either of the parties shall have the right to call such witnesses as it sees fit. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

#### **9.08 Sole Arbitrator**

Where the parties mutually agree a sole arbitrator may be appointed in place of a Board of Arbitration. The sole arbitrator shall have all the rights and powers of a Board of Arbitration appointed under this Article. Each party shall pay one-half (½) of the fees and expenses of the arbitrator.

#### **9.09 Arbitration Hearing**

Arbitrations shall be scheduled and heard within sixty (60) days of the referral to arbitration except where mutually agreed otherwise.

### **Article 10 – Discharge and Discipline**

#### **10.01 Discharge and Discipline Procedure**

An employee may be discharged but only for just cause and only upon the authority of the Employer. The Employer Representative may suspend an employee, and shall within seven (7) days report such action to the Employer. When an employee is suspended, the employee shall be given the reason by the Employer

Representative in the presence of the Union Representative. When an employee is dismissed such employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal.

## **10.02 Warning**

Whenever the Employer or the Employer's representative deem it necessary to censure an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within five (5) days thereafter give written particulars of such censure to the employee involved with a copy to the Recording-Secretary.

## **10.03 Adverse Report**

An employee shall be notified in writing of any expression of dissatisfaction concerning the employee's work. If an employee is not notified in writing of any expression of dissatisfaction with their work within twenty-one (21) calendar days of the event of any such complaint such expression of dissatisfaction shall not become a part of the employee's record for use against the employee at any time. The employee's written reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's record. The record of an employee shall not be used against the employee at any time in the following instances:

- a) When thirty-six (36) months have elapsed in the case of alcohol and/or drug related offences; of which twenty-four (24) months must be working months.
- b) When twelve (12) working months have elapsed since a suspension, provided there has been no recurrence of a similar and/or any other infraction.
- c) When six (6) working months have elapsed since the issuance of a letter of reprimand, provided there has been no recurrence of a similar and/or other infraction.

## **10.04 Access to Personnel File**

Upon request and at reasonable times an employee shall have the right to have access to and review their Personnel File and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

### **10.05 Unjust Suspension or Discharge**

Should it be found upon investigation in accordance with the provisions of Articles 8 and 9 of this Agreement that an employee has been unjustly suspended or discharged such an employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost including overtime in an amount that such employee would have normally worked and earned during the pay period next preceding such discharge or suspension, or by other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

### **10.06 Designation of Supervisor**

Every employee shall be notified of the name of their immediate designated supervisor.

### **10.07 Absence from Work**

Should any employee, through no fault of their own, be absent from work (except as hereinafter provided), the employee shall not be discriminated against on that account provided that the employee shall have, where possible, given to the Employer at the designated number, notice of their absence not later than one (1) hours' notice for any shifts commencing between 7 a.m. and 12 noon, two hours' notice for all other shifts to enable arrangements to be made for the employee's replacement during their absence. However, should an employee, through no fault of the employee's own, be absent from work without giving the Employer notice of their absence one (1) hour prior to the start of the employee's shift the employee shall not be penalized in the first instance of such absenteeism other than the loss of pay for such period of absenteeism up to the time the employee called in, but upon subsequent instances of such absenteeism without notification as required above the penalty shall be one day suspension without pay in the second instance, two (2) days suspension without pay in the third instance and three (3) days suspension without pay in the fourth instance. Any additional instances after the fourth may result in suspension or dismissal. Failure to notify the Employer shall not become part of the employee's record for use against the employee nor be a basis for discipline if such notice was not reasonably possible. Prior to the implementation of discipline, the parties shall meet to discuss any mitigating circumstances which should be considered and may alter the penalty accordingly.

### **10.08 Crossing of Picket Lines During Strike**

In the event of any picket line established at, near or otherwise affecting the Corporation's workplace, employees are still required to report for work. In the event an employee is requested to perform work away from the Corporation's workplace at a location where there is a legal picket line, the employee shall have

the right to refuse to cross that legal picket line, which refusal shall not be a violation of this agreement nor constitute grounds for disciplinary action.

#### **10.09 Right to Have a Steward Present**

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact a Steward to be present at the interview. The unavailability of a steward will extend any time for the imposition of discipline for the period until a steward or other union representative is available, and will not nullify discipline. The interview will proceed in any event no later than seven (7) calendar days after such extension. Should an employee wish to waive having a steward present, the employee shall sign a form indicating that union representation has been declined and the form shall be placed in the employee's personnel file.

### **Article 11 – Seniority**

#### **11.01 Seniority Defined (Type of Seniority Unit)**

An employee in the Bargaining Unit having an earlier seniority date than another employee regardless of the amount of actual time worked shall be the senior employee for the purposes of this Agreement.

An employee not in the Bargaining Unit who is hired into a classification covered by this Agreement shall be transferred to this Bargaining Unit and shall be placed on the seniority list in accordance with the employee's most recent date of entry into a classification within the scope of this collective agreement.

Seniority shall be used in accordance with the other provisions of this Agreement in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force, and recall.

Seniority shall operate on a Bargaining-Unit-Wide basis for all employees.

Where two or more employees commence work on the same day the seniority numbers shall be based on the last three digits of the employee's Social Insurance Number, with the lower seniority numbers assigned in ascending order from the employee having the lowest number in the last three (3) digits of the employee's S.I.N.

It is agreed that for employees hired on the same day the employee who has the lowest Social Insurance Number based on the last three digits shall have greater

seniority than the next lowest and so on. i.e. 000 shall be highest seniority, then 001, 002 and so on.

### **11.02 Seniority Lists**

The Employer shall maintain one seniority list for all employees in the bargaining unit. The seniority list shall show seniority number, classification, status (perm, temp, part-time, full-time, casual) name, and date of hire of each employee. Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in January and July of each year.

### **11.03 Probation of Newly Hired Employees**

A new employee shall be on probation for sixty (60) full working days from the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement excepting that their employment status is probationary. After completion of the probationary period, seniority shall be effective from the original date of employment. During the probationary period the employee shall be placed on the seniority list on a conditional basis and shall be recalled as if the employee had seniority.

### **11.04 Loss of Seniority**

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

An employee shall only lose their seniority in the event:

- a) The employee is discharged for just cause and is not reinstated as per grievance and/or arbitration procedure of this Agreement.
- b) The employee resigns in writing and does not in writing withdraw their resignation within five (5) calendar days.
- c) The employee is absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- d) The employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by Registered or Certified Mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address and contact information. An employee recalled for work or employment of less than three (3) months at a time when the employee is

employed elsewhere shall not lose their recall rights for refusal to return to work.

- e) The employee is laid off and not recalled within thirty-six (36) calendar months of the date of layoff provided the employee notifies the Employer by Registered or Certified Mail every six (6) months from date of layoff, if there is any change in the employee's address and/or the employee's availability for recall.
- f) The employee accepts a permanent position outside the Bargaining Unit, however, an employee who opts to pay Union dues during their probationary period in the position outside the bargaining unit may maintain their seniority for the duration of the probationary period. In no circumstances shall the probationary period exceed six (6) months.
- g) The employee occupies a temporary position excluded from the bargaining unit in accordance with Schedule B in excess of thirteen (13) months. During the period the employee is so employed and shall continue to pay union dues except where the employee is paying dues to another CUPE local.

#### **11.05 Transfers**

Employees who are qualified may be interchanged or transferred from one Department to any other at any time and from time to time when circumstances warrant, provided that seniority in service shall not be surrendered or affected by such interchange or transfer, and further provided that no permanent or regular employee shall be laid off or discharged by reason of such interchange or transfer.

#### **11.06 Transfers Outside Bargaining Unit**

No employee shall be transferred to a post outside the Bargaining Unit without the employee's consent.

### **Article 12 – Vacancies, New Jobs, Training, etc.**

#### **12.01 Job Postings**

The Corporation shall determine the number and type of jobs necessary for its requirements and when a vacancy exists.

When a permanent vacancy occurs or a new position is created which comes within the scope of this Agreement, the Corporation shall notify the Union in writing and post notice of the position in the Corporation's offices, locker rooms and on all bulletin boards for a minimum of one (1) week, so that all members of the

Bargaining Unit will have the opportunity to know of the vacancy or new position. The position shall be posted within one (1) week of the vacancy having been identified.

Notwithstanding the foregoing in the case of a non-scope position below the level of Manager, the Employer will post advisory notices on normal Bulletin Boards in order to advise employees of the Corporation's intention to fill these positions. The provisions of Clause 12:02 shall not apply to advisory notices for non-scope positions.

### **12.02 Information in Postings**

Such notice shall contain the following information: Nature of Position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

### **12.03 Outside Advertising**

With respect to vacancies or new positions in the Bargaining Unit, no outside advertisement, unless mutually agreed to by the parties, shall be placed until all applications from members of the Bargaining Unit, submitted in writing in the time limit specified, have been considered. Any employee, who is unsuccessful for a job posting that is going to be advertised outside, shall be required to initiate the employee's grievance at Step Two (Clause 8:07.03) of the grievance procedures. The filing of the grievance should be made within five (5) working days of the date the employee was notified that the employee was unsuccessful.

Positions outside the bargaining unit below the level of Manager will not be filled until all applications from members of the Bargaining Unit, submitted in writing in the time specified, have been processed.

### **12.04 Role of Seniority, Promotions and Transfers**

Both parties recognize:

- a) The principles of promotion within the service of the Employer.
- b) That job opportunity increases in proportion with seniority.

Therefore, in making staff changes, transfers or promotions appointment shall be made of the applicant with the greatest seniority and having sufficient qualifications in accordance with Clause 12:02 subject to the trial period in Clause 12:05. Successful applicants from within the bargaining unit shall be advised of their

success within one (1) week following the closing date of applicants. This advice will also include the date the employee will commence in the new position.

On the day following the close of applications and before the appointment of any person to a job in the Bargaining Unit the Employer shall supply the Union with a list of the names of all applicants.

Applicants who have been interviewed must accept the job when appointed but may withdraw their application at any time prior to appointment.

An applicant who indicates on the application form that the employee so wishes, shall be permitted to demonstrate their skill and ability to perform the required duties in the presence of Employer Representatives and two (2) Union Representatives.

#### **12.05 Trial and Familiarization Period**

The successful applicant shall be placed on trial for a period of sixty (60) full working days, the first week of which shall become a familiarization period. Conditional on satisfactory service, the employee shall be confirmed in the position after the period of sixty (60) full working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to former position, wage and salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position, wage or salary rate, without loss of seniority.

For employees in the maintenance department, it is agreed that at least forty-five (45) calendar days of the trial period shall be during the period when the ice is on.

#### **12.06 Promotion of Employee Not Having Required Qualifications**

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but who is in the process of becoming qualified, with the expectation that they will become qualified within a further three (3) months. The employee, if promoted, will be on a trial basis until they have qualified within the time limit specified.

#### **12.07 Posting of Successful Applicants' Name**

On the day of appointment to a vacant position, the name of the successful applicant shall be posted on all Bulletin Boards. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

## **12.08 Temporary Disablement, or Incapacitation**

An employee, who through advancing years, temporary disablement, illness or injury is unable to perform their regular duties, will be employed in other work which the employee can do if work is available. Such employee may not displace an employee with more seniority.

## **12.09 Training**

The parties recognize the benefit of ongoing training to provide improved services to the public and increased job security for bargaining unit members.

### **12.09.01 Training Compensation**

Where an employee attends training which the Employer deems to be mandatory, any time spent in such training that exceeds the daily or weekly hours of work shall be paid at the applicable overtime rates.

Should an employee be permitted to attend an Employer approved training assignment at the employee's request there shall be no additional compensation of any kind. Allocation of additional positions shall be among interested employees on the basis of seniority.

## **12.10 Training - Notification**

All training courses will be posted for a period of fifteen (15) calendar days. The bulletin shall contain the following information:

- a) Type of course.
- b) Time, duration and location of the course.
- c) Basic minimum qualifications required for applicants.
- d) Whether the course will be offered during or after regular working hours.

### **12.10.01 Employee Classification/Section**

Effective the date of ratification of this Agreement, the following shall apply except where the parties have previously agreed otherwise:

The Employer may offer training in accordance with Clause 12:10 to individual employees at its discretion subject to the following conditions:

- a) For training relating to specific classifications the employer may offer the training to employees in the relevant

classification or direct the training be taken by employees in the relevant classification.

- b) Except where employees are directed to attend training, to be eligible for training an employee must have applied for the posting in accordance with Clause 12:10.
- c) Job related occupational health and safety training shall be provided to employees as required by the Employer, however no employee shall be denied the right to bump or be appointed to a position as a result of not having such training.
- d) Subject to Clauses 12:01 and 12:04 an employee who attends and successfully completes the training must accept positions as required by the Employer, on a right of first refusal basis based on seniority commencing with the most senior employee who has the training. If an employee is required to move into a position, the employee's rate of pay shall not be reduced.
- e) Where an employee declines a training assignment, except where such training conflicts with other Employer approved training or for such other reason approved by the Employer, the employee shall not be eligible to bump subject to Clause 11:05 or be awarded a vacancy subject to Clause 12:04 in a position requiring the training until the employee has successfully completed such training or equivalent training as approved by the Corporation, except where the employee is on the qualification list referred to in Clause 12:01.

#### **12:10.02 Instructors**

- a) Where required the Employer may utilize employees from within the bargaining unit subject to agreement of the employee, to be trained to provide training to other employees. Once an individual agrees to be an instructor, they must accept and complete that particular assignment unless it conflicts with already awarded vacation.
- b) All time spent training other employees shall be considered time worked.
- c) Employees who are being used as instructors shall be paid a premium of two dollars (\$2.00) per hour for all time spent acting as an instructor. Where the employee is training during

a period for which the employee is eligible for overtime rates, the overtime rate shall also apply to the instructor's premium.

### **12:10.03 Training – Requirement**

After consultation with the union to discuss any issues in relation to Clause 12:10, the Employer will establish the levels, type, timing and allocation of training to meet its requirement.

### **12.11 Temporary Vacancies**

In the event that a temporary vacancy is to be filled for eight (8) weeks or more within the scope of this Agreement the following shall apply:

- a) Temporary vacancies that are expected to exceed eight (8) weeks in duration shall be posted for a period of five (5) working days. The selection of employees to fill such vacancies will be made in accordance with Clause 12:04.
- b)
  - i) Subject to 12:11 (b) (ii), employees assigned or selected to cover a temporary assignment or temporary vacancy shall return to their normal permanent position at the end of the temporary assignment, and employees recalled to cover such assignments or vacancies shall return to layoff status if unable to exercise bumping rights in accordance with Article 13.
  - ii) Notwithstanding 12:11 (b) (i), in the period from May 15 to August 31 an employee who is recalled to fill a temporary position shall not be permitted to bump into another occupied temporary position with a remaining duration of less than ten (10) working days unless the employee exercising the bumping rights has previously occupied the position within the last twenty-four (24) months.
- c) Employees who fill a temporary vacancy may not bid on any other temporary vacancy unless the duration indicated in the initial posting is exceeded. Employees shall not be restricted from proceeding on annual leave or any other form of approved leave once the duration indicated in the initial posting has been completed.
- d) In the event that the employee's regular position no longer exists at the end of the temporary assignment or vacancy the employee shall be entitled to exercise their bumping rights in accordance with Article 13.
- e) Any training or experience gained by an employee while temporarily assigned to a position immediately before that position is posted on a

temporary or permanent basis, shall not be the deciding factor in that competition.

## **12.12 Eligibility for Jobs and Promotions While on Approved Leave**

### **12:12.01 Eligibility**

Employees on any kind of approved leave shall be eligible to apply for and to be appointed and/or promoted to jobs while on approved leave.

### **12:12.02 Successful Applicant on Leave**

If the successful applicant on appointment is unable to assume their duties because of approved leave, then the next applicant who otherwise would have been appointed, shall be appointed to fill the position until such time as the successful applicant returns to assume the position. In this event, and notwithstanding any other provision of this Agreement, the temporary appointee shall return to their former position or in the event the employee's position no longer exists, to a position consistent with the employee's seniority and qualifications.

### **12:12.03 Test/Interview While on Leave**

Where it is determined by the Employer that a test and/or interview is necessary to determine the qualifications of an applicant who has been on approved leave as provided above, the test and/or interview shall be conducted within three (3) days of the employee's return to work and, if the employee qualifies using the criteria as established in this Article, the employee shall assume the employee's position within five (5) days of the employee's return to work.

## **Article 13 – Layoff and Recall**

### **13.01 Layoff and Recall**

The Employer agrees that in the event of a layoff, employees shall be laid off in the reverse order of their seniority and where it is necessary to recall employees following layoff, employees shall be recalled in the reverse order in which they were laid off, provided they have the necessary qualifications to perform the work required.

### **\*13.02 Advance Notice of Layoff**

Unless legislation is more favourable to the employee(s), the Employer shall notify employee(s) who are to be laid off in accordance with the following provisions:

- a) For permanent employees the period of notice or pay in lieu of notice shall be:
  - i) 2 weeks, where the employee has been continuously employed by the employer for a period of less than 5 years;
  - ii) 3 weeks, where the employee has been continuously employed by the employer for a period of 5 years or more but less than 10 years;
  - iii) 4 weeks, where the employee has been continuously employed by the employer for a period of 10 years or more but less than 15 years; and
  - iv) 6 weeks, where the employee has been continuously employed by the employer for a period of 15 years or more.
- b) For temporary employees the period of notice or pay in lieu of notice shall be:
  - i) where the employee is hired for a specific duration and is advised of the duration of employment at the time of hiring the employee shall be deemed to have been given notice of lay-off at the time of hiring as specified in the original posting; 14 calendar days prior to the completion of the originally posted duration, the Corporation shall issue an advisory notice to the employee at which time the employee shall be eligible to exercise the employee's bumping rights in accordance with Article 13;
  - ii) where the employee is hired for a specific duration and is laid off more than 14 days prior to the completion of the posted period the employee shall be given 14 calendar days notice of lay-off.
- c) The periods of notice of layoff above shall also apply equally to an employee who is resigning from employment with the Employer to a maximum of four (4) weeks notice of resignation, except where mutually agreed otherwise.

### **13.03 No New Employees**

No new employees shall be hired until those laid off and having the necessary qualifications have been given an opportunity to recall.

### **13.04 Internal Recall**

Before a vacancy is declared, a permanent employee who was displaced as a result of the elimination of the employee's position shall have the right to revert to that position if it is re-established within twelve (12) months of the date it was eliminated. Any other vacancies resulting from this move shall be posted.

### **13.05 Bumping**

An employee who is given notice of layoff, job redundancy or bumping may bump into a job, the duties of which the employee has the ability to perform, by replacing the most junior person in that job title who has less seniority.

## **Article 14 – Hours of Work**

### **\*14.01 Normal Hours of Work**

The normal hours of work for full time employees shall be as follows:

- (a) Forty (40) hours for Maintenance and Engineering staff, including a one half (½) hour paid meal break, utilizing a shift schedule implemented in accordance with this Article 14. In accordance with the provisions of any other Article of the Collective Agreement unless mutually agreed upon, the normal hours of hours of work shall be:
  - (i) Maintenance: 8:00 a.m. – 4:00 p.m., 4:00 p.m. – 12:00 p.m.
  - (ii) Engineering: 7:30 a.m. - 7:30 p.m., 7:30 p.m. - 7:30 a.m.
- b) Forty (40) hours for Box Office and Office staff, including a one half (½) hour paid meal break. The regular workday for such employees shall not commence before 8:00 a.m. nor finish later than 5:00 p.m., and the starting time for current office staff shall not be changed during the term of this Agreement, except by mutual consent. The regular work week shall consist of five (5) days from Monday to Friday. The days and hours of work for such employees shall be posted in an appropriate place at least two (2) weeks in advance, and shall not be changed unless mutually agreed.
- c) Part-time employees shall be scheduled or called in for a minimum of 3 hours per shift.

#### **14.01.01 Shifts**

Where shifts are implemented regular hours of work for employees within the scope of this Agreement shall not exceed forty (40) hours per calendar week inclusive of meal periods with these hours being averaged over a period not to exceed thirteen (13) calendar weeks. Specific work schedules will be derived under the procedures outlined in Clause 14:02.

### **14.02 Shift Development**

#### **14.02.01 Shift Development**

Representatives of the Employer and the Union shall meet at least thirty (30) calendar days prior to the development of any new work schedule in any division, department or work areas of the Corporation to establish a mutually acceptable shift. In the event the parties cannot reach agreement on a working schedule the parties may avail of the services of a mutually agreed third party provided the process is completed within the initial thirty (30) day period. In the event that the parties are still unable to reach agreement on a working schedule the final decision on shift schedules and implementation shall rest with the Employer provided the other provisions of Article 14 are complied with. For the purposes of this clause, a new work schedule shall be defined as one that the parties have not employed in the affected work area in the previous calendar year. The Employer agrees that should the union request review of a work schedule and such request is received more than thirty (30) days prior to planned implementation of the work schedule, then the procedure outlined above shall be followed.

#### **14.02.02 Posting**

Shift schedules will be posted at least fourteen (14) calendar days prior to implementation or such shorter period that is mutually agreed between the Employer and the Union.

#### **14.02.03 Emergency**

In the event of either an emergency or circumstances beyond the control of the Employer which are not reasonably foreseeable, where there is insufficient time to follow the procedure stated in Clause 14:02.01 and 14:02.02 the parties shall immediately meet to expedite the process and if necessary, the Employer may introduce an interim work schedule subject to the other provisions of Article 14.

As it pertains to the Power Engineer in the event of an emergency, the relief Engineer must be in the building prior to the Power Engineer leaving the building.

**14.02.04 Changes**

Changes in the shift schedule shall be minimized and shifts shall only be established to meet the bona fide requirements of the operation.

**14.02.05 Restrictions**

Unless mutually agreed otherwise, days off shall be consecutive and no less than two (2) days in duration. For the purpose of this article two consecutive days shall be minimum of two (2) calendar days and no less than fifty-six (56) consecutive hours.

**14.02.06 Split Shifts**

There shall be no split shifts for full-time employees.

**14.03 Changes of Assignment**

**14.03.01 Changes of Assignment**

Occasional changes to an individual's schedule may occur to cover operational requirements or to cover the absence of other employees. Where more than one employee is qualified, able and readily available to provide the necessary coverage the assignment will be offered in order of seniority. No employee shall lose pay or rest time as a result of change of assignment unless it is a result of event cancelation and twenty-four (24) hours notice of such cancelation has been provided to affected employees.

**\*14.03.02 Changes of Shift**

When an employee's regularly scheduled shift is changed from a recognized shift referenced in 14.01 to another shift of equal duration, unless mutually agreed upon by the employer and employee, the employee shall be notified as follows:

- (a) at least forty-eight (48) hours notice before the originally scheduled shift if the rescheduled shift occurs after the originally scheduled shift.

- (b) at least forty-eight (48) hours notice before the rescheduled shift if the rescheduled shift occurs before the originally scheduled shift.

Should the required notice not be given in accordance with this article, the employee be paid at the rate of time and one half (1 ½) of the employee's regular hourly rate for the shift worked. In cases where the employee's regularly scheduled shift is changed it is the responsibility of the employer to directly notify the employee affected by the changes before the employee reports to work. This clause shall not apply if the change of shift was made at the request of the employee. No employee shall lose pay or rest time as a result of change of assignment.

**14.03.03 Changes in Days Off**

When an employee's day(s) off are changed or rescheduled within forty eight hours of the originally scheduled day(s) off the employee shall be paid double time (2x) for the hours worked on the originally scheduled day(s) off. This clause shall not apply if the day(s) off are changed at the request of the employee. No employee shall lose pay or rest time as a result of change of assignment.

**14.03.04 Weekends**

Shifts shall be planned in such a way as to distribute weekends off as equally as possible.

**14.03.05 Exchanging Shifts**

An employee may exchange shifts with another employee in the same classification provided there is no additional cost to the Employer and provided the supervisor is advised in advance by the employee requesting the change and the supervisor approves the change. Requests for shift changes shall not be unreasonably made or denied.

**14.04 Mandatory Lunch Break and Rest Period**

All employees on all shifts including the day shift shall be entitled to a thirty (30) minute paid lunch break which normally commences at the beginning of the fifth hour in any shift with flexibility to accommodate operational requirements, and shall have a paid rest period of fifteen (15) consecutive minutes in both the first and second half of a shift. If a shift is ten (10) hours in duration an employee shall be entitled to receive three (3) fifteen (15) minute paid breaks and a thirty (30) minute paid meal break. If a shift is twelve (12) hours in duration an employee shall be

entitled to three (3) fifteen (15) minute paid breaks and two (2) thirty (30) minute paid meal breaks.

#### **\*14.05 Meeting Nights**

Subject to operational requirements, employees scheduled to work during regular, special or deferred meetings, shall be permitted time off with pay (not to exceed two (2) hours) to attend such meeting. Executive members of the local shall be released from their regular work, with pay, one (1) hour in advance of the meeting except in the case of scheduled events.

#### **14.06 Flexible Hours**

Notwithstanding the foregoing and without committing either party to a permanent change in the existing hours of work, the parties may jointly establish a schedule providing:

- a) A four (4) day work week with no reduction in present weekly hours of work or weekly pay. Where possible the days off schedule shall be so arranged to provide the extra day off before or after the employee's regular days off.
- b) Flexible starting and finishing times per day.

#### **\*14.07 Relief Engineers**

Relief engineers hired to replace the permanent engineers while on vacation, sick leave or other approved absence will share shifts on an equitable basis. The regular hours of work for relief engineers within the scope of this Agreement shall not exceed eighty (80) hours bi-weekly inclusive of meal periods. However, if the relief Engineer works more than forty-eight (48) hours in one week overtime shall apply.

#### **\*14.08 Maintenance (Relief)**

Maintenance (Relief) hired to replace the permanent maintenance employees while on vacation, sick leave or other approved absence will share shifts on an equitable basis. Should the shift coverage be required to cover for the same employee for a consecutive number of shifts, the shift coverage for that entire period would be offered to the Maintenance (Relief) in order of seniority.

#### **\*14.09 Senior Ticket Agent (Relief)**

Senior Ticket Agent (Relief) hired to replace the permanent Senior Ticket Agent while on vacation, sick leave or other approved absence will share shifts on an equitable basis. Should the shift coverage be required to cover for the same

employee for a consecutive number of shifts, the shift coverage for that entire period would be offered to the Senior Ticket Agent (Relief) in order of seniority.

When Senior Ticketing Agent (Relief) employees are required for events, the available hours for events shall be shared equitably between the Senior Ticketing Agent (Relief) employees.

## **Article 15 – Overtime**

### **15.01 Overtime – Defined**

All time worked before or after the regularly scheduled workday or shift and the regular work week or on a holiday or scheduled day off shall be considered overtime.

### **15.02 Application for Overtime**

#### **\*15.02.01 Overtime Rates**

Overtime rates for full time employees shall apply in accordance with the following:

One and one-half (1½) times for all hours worked until the commencement of the next regular shift.

#### **15.02.02 Compensation for Work on a Rest Day**

Compensation for work on a rest day shall be paid for at the rate of one and one-half (1½) times only.

#### **15.02.03 Compensation for Work on a Paid Holiday**

Overtime work on a holiday as defined in 19:01 shall be paid for at the rate of one and one-half (1½) times only for work performed in addition to holiday pay.

#### **\*15.02.04 Payment for Meals**

An employee required to work more than two (2) hours overtime immediately following the workday shall be provided with a meal or an allowance of eighteen dollars (\$18.00) by the Employer. The Employer shall allow one half (½) hour meal break with pay. An additional meal allowance and meal break will be allowed for each additional four (4) hours of overtime. The Employer shall not use a break to deny the provisions of the clause. However, where it can

be demonstrated that the Employer is following past practice in assignment of overtime, such assignment shall not be deemed to be a denial of the provisions of this clause.

**15.02.05 Approved Time Off**

An employee who is absent on approved paid time off during the employee's scheduled work week because of sickness, bereavement, holiday, vacation, workers' compensation, or other approved leave of absence, shall, for the purpose of computing vacation entitlement and pay for overtime worked, be considered as if the employee had worked during the regular hours during such absence. The above shall apply to approved unpaid time off for periods of short duration not exceeding two (2) weeks.

**15.02.06 Maximum Continuous Overtime**

Except in the case of an emergency that constitutes an imminent hazard to life or property, the employer shall permit an employee to take, and an employee shall take, not less than eight (8) consecutive hours off work in each unbroken 24 hour period of employment.

**15.03 Fraction of Hour**

Every fraction of an hour worked which exceeds one half hour shall be regarded as a full hour worked.

**15.04 Notice of Overtime**

Employees shall accept overtime work. Provided the requirements of the service are met the Employer or its designated representative shall grant requests by individual employees to be excused from overtime work. In the event the number of employees required in each classification exceeds the number of requests to be excused, requests in each classification shall be granted on the basis of seniority. In situations where there are only two employees in a specific classification, requests to be excused shall be granted on a rotational basis. Employees shall be ready for overtime work at a specified time when given an advance notice of such overtime work by their supervisors. Except in cases of emergency employees will be given at least one (1) hour notice of overtime work prior to completion of their regular shift. This Clause shall not apply to emergencies or call in as defined in Clause 17:01.

**15.05 Mandatory Payment for Overtime**

- a) Once an employee has been informed that they will be required to work overtime the employee must be paid a minimum of one (1) hour at overtime

rates whether or not the employee is actually put to work unless the employee is given a minimum of eight (8) hours notice of cancellation of the overtime.

- b) An employee reporting for work on a rest day or on a designated holiday as listed in Article 19 shall be paid for a minimum of four (4) hours at the applicable rate and shall work the four (4) hour period if required by the Employer.

#### **15.06 Overtime to be Kept to a Minimum**

The Employer shall keep overtime to a minimum and shall supply weekly to the Union a departmental cumulative listing of all hours of overtime worked or declined per employee in that calendar year.

#### **15.07 Sharing of Overtime**

In the classification of Power Engineer, Electrician and Maintenance the overtime shall be divided equally among all employees in these classifications, starting with the employee with the least amount of overtime. Any employee who refuses overtime, such overtime that is available will be considered as overtime worked.

- a) The overtime list distributed by the Corporation each week is the official overtime list and will be used for the following week, regardless of errors unless an official correction is issued by the Corporation.

#### **15.08 Day Defined**

For the purpose of this Agreement a day shall be deemed to commence at 12:01 a.m. and terminate at 12:00 midnight of the same day.

#### **15.09 Statutory Holiday on a Regular Work Day**

Full-time employees shall be given a minimum of one (1) month's notice if they will be required on December 24, 25, 31 or January 1. When such notice has not been provided and work is subsequently required, the Employer will schedule employees in accordance with the procedure in Clause 15:07.

#### **\*15.10 Overtime Correction**

Overtime or other premium pay shall be paid no later than the pay period immediately following the pay period in which the overtime was worked. Any errors or underpayment shall be corrected by issuance of a new cheque to adjust the underpayment as soon as reasonably possible.

### **\*15.11 Time Off in Lieu of Overtime**

Instead of cash payment for overtime, an employee may bank time, which may be taken as time off at the overtime rate, at a time to be mutually agreed upon by the employee and the Employer in a four-hour increment unless mutually agreed otherwise or paid out at the request of the employee during the calendar year. Any unused balance shall be paid to the employee at the end of the calendar year.

### **\*15.12 Overtime for Part-Time Employees**

A part-time employee working less than the regular working hours per week, shall be paid straight time pay during the employee's regularly scheduled part-time hours. Overtime rates shall apply after forty (40) hours in the working week and/or after eight (8) hours in a working day, with the exception of classifications that work twelve (12) hour shifts.

## **Article 16 – Standby**

### **16.01 Standby Premium**

Any employee required to remain and who remains at their home to be immediately available for work on call outside the employee's normal working hours on any regular working day shall be paid three (3) hours pay at the regular rate of pay for such period on call. Any employee required to remain and who remains at their home so as to be immediately available for work on call from the end of the employee's shift immediately prior to the employee's first assigned rest day to the commencement of the employee's next scheduled shift immediately following the rest day(s) shall be paid nine (9) hours pay at the regular rate of pay for such period on call. Where an employee's days off exceed two (2) days in duration this standby premium shall be increased on a pro rata basis. An employee who is required to remain and who remains at their home so as to be immediately available for work on call on a paid Statutory Holiday listed herein shall be paid four (4) hours at the regular rate of pay for such period on call. Such payments shall be in addition to any overtime payment for work actually performed during overtime hours.

## **Article 17- Call Back**

### **17.01 Call Back**

Any employee who is called in and is required to work outside the regular working day shall be paid for a minimum of three (3) hours on a regular workday and four (4) hours on a rest day or statutory holiday at the overtime rate or such employee shall be paid for the period beginning when the employee reports to the work site

where the employee is required to work and ends when the employee is discharged by the employee's supervisor from the work site.

## **Article 18 – Shifts**

### **\*18.01 Shift Premium**

- a) Any employee required to work any shift shall be paid for all continuous work performed by the employee during such shift at the regular rate plus the shift premium specified herein. Shift premiums shall be paid only when an employee is receiving the employee's basic hourly rate for the work on shift. In recognition of the undesirable features of shift work, employees shall receive a shift premium of \$1.25 per hour for all hours worked between the hours of 5:00 p.m. and 8:00 a.m. *The increase will take effect upon ratification of the collective agreement.*
  
- b) Employees (except those that are red circled) whose regular work week include Saturday and Sunday shall receive shift differential for all hours worked on Saturday and Sunday.

## **Article 19 – Statutory Holidays**

### **\*19.01 Observance**

The following Statutory Holidays will be observed as paid holidays on the date proclaimed:

New Years Day	Regatta Day
St. Patrick's Day	Labour Day
Good Friday	Thanksgiving Day
St. George's Day	Remembrance Day
Victoria Day	Afternoon of Christmas Eve
June Holiday	Christmas Day
Canada Day	Boxing Day
Orangeman's Day	Afternoon of New Year's Eve

The afternoon is one-half (½) of the employee's normal daily hours of work pursuant to Article 14.

And any other additional statutory holiday proclaimed by the Provincial Government under the Labour Standards Act.

The employer shall provide the flexibility for employees to substitute a statutory holiday such that they may observe a non-Christian faith-based holiday. No substitutions will be considered without written preapproval from the Union.

Requests shall be submitted no later than 14 days in advance of the day to be substituted.

### **\*19.02 Entitlement – Part-Time Employees**

Where a part-time employee works on a statutory holiday the employee shall be paid for the actual hours worked at double (2x) the normal rate. Part-time employees shall be entitled to holiday pay on a pro-rata basis based on the number of hours worked in the preceding twelve (12) month period. Payment to be made on the first pay cheque of April in each year. The pro-ration formula to be used is as follows:

$(\# \text{ of Hours Worked in Year divided by } 2080) \times (\# \text{ of paid holidays not worked}) \times (\text{Regular Hourly Rate} \times 8 \text{ hours}) = \text{Holiday Pay.}$  Employees must be entitled to a payment amount of \$25.00 or greater in order to be eligible for the Holiday Pay as calculated using the formula.

### **19.03 When Holiday Falls on a Rest Day**

When any of the holidays listed in Clause 19:01 falls on a Saturday or Sunday or an employee's day of rest, and is not proclaimed as being observed on some other day, then the following Monday (or Tuesday where applicable) or next regularly scheduled workday(s) shall be deemed to be the holiday. A day is defined as a maximum of eight (8) hours for the purpose of this clause with the exception of twelve (12) hour shifts for engineers.

### **19.04 Work on a Holiday**

Where a full-time employee is required to work on a statutory holiday the employee shall have the option of being compensated in accordance with either (a) or (b).

- a) in addition to their regular pay for the day the employee shall also be paid at the rate of one and one-half (1½) times.

OR

- b) the employee shall be paid one and one-half (1½) times for the shift worked and in addition shall receive one day off with pay at a time mutually agreed between the employee and the employee's supervisor. In the event that a mutually agreeable day off cannot be scheduled within ninety (90) calendar days of the statutory holiday then the employee shall receive pay for the day.

## **Article 20 – Annual Vacations**

### **20.01 Entitlement**

Except as hereinafter provided each employee shall receive an annual vacation with pay in accordance with the employee's years of service as follows:

<b>SERVICE</b>	<b>VACATION</b>
One year or more	120 hours
In the calendar year of the 5th anniversary and each year thereafter	160 hours
In the calendar year of the 15th anniversary and each year thereafter	200 hours
In the calendar year of the 25th anniversary and each year thereafter	240 hours

The calendar year shall be from January 1st to December 31st. One year of service shall be based upon 2080 regular hours.

### **20.02 Vacation Pay in Lieu of Vacation**

Employees hired for temporary or part-time positions, shall receive, in lieu of vacation, vacation pay together with their regular weekly cheque in accordance with accumulated months of service as follows:

<b>SERVICE</b>	<b>VACATION</b>
Less than 60 months	6% of regular wages
60 months or more	8% of regular wages
180 months or more	10% of regular wages
300 months or more	12% of regular wages

- a) A permanent employee, upon appointment to a temporary position/vacancy which is posted to cover a vacancy in excess of six (6) months, shall be given the following options with respect to the accrual of annual leave;
  - i) Subject to Clause 20:01, continue to accrue annual leave for use after the temporary assignment.

- ii) To receive payment for annual leave on a regular basis throughout the employee's temporary assignment.

The above choice must be made in writing immediately upon appointment to the temporary position. Should no choice be made within seven (7) days of appointment, option two (2) shall prevail.

- b) Except in cases where the temporary position is created for the purpose of vacation relief, permanent employees moving to temporary positions within an expected duration of greater than three (3) months shall be entitled to proceed on vacation where the vacation has been approved in accordance with Clause 20:08.02.

### **\*20.03 Vacation Pay on Termination**

An employee terminating their employment at any time before the employee has had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation on termination.

In the case of layoff an employee shall be entitled to carry forward any accrued vacation for future use to the maximum stipulated in Clause 20:09.

### **\*20.04 Vacation Pay on Retirement or Death**

Employees that retire (or upon death) in the first six (6) months of the calendar year, the employee will receive half (½) the annual vacation entitlement and if it occurs after June 30<sup>th</sup>, the employee will be entitled to the full annual entitlement.

### **20.05 Unbroken Vacation Period**

An employee shall, subject to the provisions of Clause 20:08.01, be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

### **20.06 Vacations and Approved Leave of Absence**

Where an employee qualifies for sick leave, bereavement, or any other approved leave during the employee's period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date. Any claim for sick leave under this Article must be certified by a Medical Practitioner.

### **20.07 Holidays During Vacation Period**

Where any of the paid Statutory Holidays listed in Article 19 of this Agreement occur during the vacation period of any employee entitled to vacation with pay

under this Article, such employee shall be granted an additional day off with pay to be taken before year end at a mutually agreeable time.

## **20.08 Vacation Schedules**

### **20.08.01 Posting of Vacation Schedules**

Vacation schedules shall be posted in each department by May 15 of each year and shall not be changed except by mutual consent. In preparing such schedules, the Employer will ensure that a reasonable number of employees in each classification shall be employed at all times during the continuance of this Agreement for the efficient operation of the Corporation's work.

### **20.08.02 Choice of Vacation**

In the exercise of the choice of vacation periods, the following shall apply:

#### **a) Vacation Schedules as of May 15**

Choice shall be granted in order of seniority on a classification basis in each Department or Section.

#### **b) Vacations Not Scheduled**

Choice shall be granted to employees in order of request, provided such choice does not affect vacation schedules established by (a) above.

#### **c) Employees from Another Department**

Employees moving from another Department or section after May 15th shall be considered the junior employee in that Department or section for the purpose of vacation selection for that vacation posting period.

## **\*20.09 Carry Over of Vacation Credits**

Upon request an employee shall be permitted to carry forward into another year any unused portion of their vacation credits. Notwithstanding the foregoing, the amount of vacation that an employee may carry over to the next year shall not exceed that employee's normal annual entitlement and thus the maximum amount of vacation that shall be due to any employee at any time is limited to twice the employee's annual entitlement.

## **Article 21 – Sick Leave Provisions**

### **\*21.01 Sick Leave – Defined**

Sick Leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled or under examination or treatment of a licensed medical professional or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

### **\*21.02 Annual Paid Sick Leave**

One hundred and forty-six (146) hours sick leave per year shall be earned by an employee at the rate of 12.17 hours for each full month an employee is at work.

A day/shift is defined as a maximum of eight (8) hours for the purpose of this clause.

### **21.03 Accumulation of Sick Leave**

The unused portion of an employee's sick leave shall accrue to their future benefits. Employees will accumulate to a maximum of two thousand and eighty (2080) hours.

### **\*21.04 Illness in the Family**

Where no one other than the employee can provide for the needs, during illness, of the employee's spouse and/or child, or the employee's mother and father, the employee shall be entitled, after notifying their supervisor, to use a maximum of three (3) accumulated sick leave shifts per illness for this purpose. The employee may be required to present proof to the Manager, Human Resources of illness of the family member concerned.

### **21.05 Deduction from Sick Leave**

A deduction shall be made from accumulated sick leave for all normal working hours (exclusive of holidays) absent for sick leave. Absence on account of illness for two (2) hours or less shall not be deducted.

### **21.06 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 shifts, certifying that the employee was unable to carry out their duties due to illness. An employee having taken six (6) shifts sick leave, in any calendar year for which no certificate from a Medical Practitioner was required under this Article, shall thereafter be required to produce

a medical certificate for any days absent from employment with the Employer through illness or injury.

Notwithstanding the foregoing, in cases of excessive absence, or of suspected abuse shown by an established pattern of sickness, the Employer reserves the right to require such a medical certificate for any period of absence. Certificate to be provided to the employer within twenty-four (24) hours upon return to work. In cases of long-term illness (extended illness), within one (1) week of being provided a note from their physician, the employee shall present that note to the employer. Electronic form is acceptable as initial proof, with original note to follow within one (1) month of issue.

#### **21.07 Sick Leave During Leave of Absence and Lay Off**

When an employee is given leave of absence with pay for any reason of leave as defined in Clause 22:01 of this Agreement the employee shall receive sick leave credit for the period of such absence on their return to work. When an employee is laid off on account of lack of work the employee shall not receive sick leave credits for period of such absence but shall retain their cumulative credit, if any, existing at the time of such layoff.

#### **21.08 Extension of Sick Leave**

An employee with more than one (1) year of service who has exhausted their sick leave credit, shall be allowed an extension of their sick leave to a maximum of one hundred and twenty (120) hours. Upon the employee's return to work, the employee shall repay the extension of sick leave in full at the rate of one-half ( $\frac{1}{2}$ ) of the employee's monthly allotment provided that if an employee, having taken advantage of this clause, and terminates their employment with the Employer before having repaid in full the amount of sick leave advanced, it shall be a first charge on any or all payments due the employee upon termination.

#### **21.09 Sick Leave Records**

The current practice of providing a summary of all leave shall continue for the life of the Agreement.

### **Article 22 – Leave of Absence**

#### **22.01 Union Business**

Leave of absence with pay and without loss of seniority or benefits shall upon written request be granted by the Corporation or its designated representative to employees elected or appointed to represent the Union or attend conventions, schools and seminars on labour matters. Leave of absence with pay under this

clause shall be granted for a total of ten (10) days in the calendar year. No more than two (2) employees shall be granted such leave at any one time. Additional leave without pay may be granted upon request without loss of seniority or benefits. In the event the total number of days permitted under this clause are not used, the Union may carry forward the unused portion until by so doing it reaches an entitlement of twenty (20) days (i.e. 10 current year and 10 accumulated).

## **22.02 Union President**

With the approval of the Employer Representative, time off with pay may be allowed for the President of the Union or their designated representative to meet with employees and the CUPE Representative.

## **\*22.03 Bereavement Leave**

### **a) Immediate Family**

An employee shall be entitled to leave with pay, for a period of up to five (5) working days in case of the death of the employee's partner/spouse, child/stepchild, grandchild/step grandchild.

An employee shall be entitled to leave with pay, for a period of up to three (3) working days in case of the death of the employee's parent/stepparent, grandparent/step grandparent, sibling/step sibling, parent-in-law, children-in-law, brother-in-law, or sister-in-law, legal guardian or any such relative of such employee residing in the household of the employee.

- b) **Other** - One (1) shift leave of absence shall be granted with pay to an employee to attend the funeral of the employee's aunt, uncle, first cousin, niece, or nephew.
- c) **Burial Outside Province** - Where the burial of a relative as defined in (a) and (b) above occurs outside the province, such leave with pay shall also include reasonable travelling time to attend the funeral but the time is not to exceed three (3) additional calendar days.
- d) **Proof of Relationship** - The employee may be required to provide to the Employer Representative proof of relationship to the deceased.
- e) Where a death occurs outside the province resulting in a delay between the date of the death and funeral or memorial arrangements then bereavement leave provided under (a) and (b) need not be taken immediately following the date of death.

## **22.04 Jury Duty**

The Employer shall grant leave of absence with pay and without loss of seniority to an employee who serves as a juror or a witness in any Court. The employee will present to the Employer evidence to support their jury or witness duty.

## **\*22.05 Birth, Adoption, Marriage, Fire or Flood**

- a) Employees shall be allowed leave of absence with pay and without loss of seniority or benefits for one (1) shift on the birth or adoption of a child of the employee.
- b) Employees shall be allowed leave of absence with pay and without loss of seniority or benefits for one (1) shift to move the employee's household.
- c) Employees shall be allowed leave of absence with pay and without loss of seniority or benefits of up to three (3) shifts in the case of serious fire or flood in the employee's home. The Employer reserves the right to require proof from an employee of these circumstances.
- d) Employees shall be allowed leave of absence with pay and without loss of seniority or benefits for twenty-four (24) hours in the case of the employee's own marriage.
- e) Employees shall be allowed leave of absence with pay and without loss of seniority or benefits for one (1) shift in the case of the marriage of the employee's child, brother, sister, father or mother.

## **22.06 Parental Leave**

- a) **Maternity Leave as a Right**  
Maternity Leave shall be granted as a right. The Employer shall not deny the pregnant employee the right to continue employment during the period of the pregnancy.
- b) **Length of Maternity Leave**  
Upon written request, leave of absence without pay and without loss of seniority shall be granted by the Employer for pregnancy provided that such leave of absence shall not exceed a period of seventy-eight (78) weeks and provided that an employee receiving such leave of absence shall give a written four (4) weeks notice of intention to return to work. Such notice may be given at the commencement of maternity leave. Leave of absence as provided herein shall apply in the event of the necessity of clinical abortion. On return from any maternity leave an employee will be classed in their former position or in a position consistent with the seniority provisions of this

Agreement. An employee on maternity leave will continue to accumulate seniority and service.

c) **Payment of Employee Benefits During Maternity Leave**

During the period of maternity leave, the Employer shall continue to pay the Employer's share of hospital, medical, and group life insurance and pension premiums only for a maximum of seventy-eight (78) weeks. The employee must continue to pay the employee's share of these benefits for seventy-eight (78) weeks, and thereafter the full premiums.

d) **Adoption Leave**

When an employee seeks leave due to legal adoption, the foregoing provisions shall apply.

e) **Parental Leave**

Birth fathers and mothers shall be granted Parental Leave upon written request to the Employer accompanied by written confirmation of birth of the child. Parental Leave shall be up to seventy-eight (78) weeks duration and may be taken at any time provided that the leave shall be completed prior to the child's first birthday. Group Medical, Hospital, Life and Pension Premiums shall be cost shared by the Employer during the period of the leave and the employee shall continue to accrue service and seniority.

**\*22.07 Compassionate Care Leave**

The Employer shall provide employees with leave without pay where the employee qualifies for Compassionate Care Leave in accordance with the EI regulations. Group Insurance and Pensionable service may be maintained while on such leave under the employee's current cost sharing arrangement. Employees will accrue seniority while on this leave. Service will accrue for the purposes of annual leave categorization and severance pay. Employees will accrue sick leave and annual leave based on a maximum of twenty-six (26) weeks compassionate care leave. On return from Compassionate Care Leave an employee shall be returned to their former position or, if their position no longer exists, in a position for which they are qualified consistent with the seniority provisions of this agreement.

**\*22.08 Medical and Dental Appointments**

Employees shall be granted leave of absence with pay for the purpose of medical or dental appointments, up to a maximum of thirty (30) hours per year, with a maximum of four (4) hours per appointment, unless mutually agreed otherwise between the employee and Employer. Employees will make every reasonable effort to schedule such appointments outside of normal working hours. Hours in excess of this time shall be taken from the employee's sick leave bank.

## **22.09 Request for Personal Leave**

Employees requesting time off to attend to unforeseen personal business and which cannot be addressed or arranged outside the employee's normal working hours shall give the supervisor as much advance notice as is reasonably possible and provide reasons for such leave, but no later than the commencement of the regular shift in which the time off is being requested, except in case of emergency. Such leave shall not exceed eight (8) hours per year and will not be unreasonably denied. Upon completion of the personal business, and provided the employee's daily work hours have not ended, the employee shall promptly return to work.

## **\*22.10 Leave of Absence for Full Time Union or Public Duties**

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay or benefits so that the employee may be a candidate in federal, provincial, or municipal elections.
- b) An employee who is elected to public office, shall be allowed leave of absence without loss of seniority and without pay or benefits during the employee's terms of office.
- c) An employee who is elected or selected for a full-time position with the Union, or any organization with which the Union is affiliated, shall be granted leave of absence without loss of seniority and without pay or benefits for a period of up to two (2) years. Such leave shall be renewed each year, on request, during the employee's term of office.
- d) Employees on leave of absence under this article may continue in the pension plan provided the employee pays both their normal contribution and the Employer's matching portion.

## **22.11 Education Leave**

The Employer recognizes the usefulness of Education Leave.

Career Development and Training.

Part time courses:

- a) The course taken by an employee must either be job-related or be of an orientation that would provide opportunity to future advancement by the employee within the Corporation.

- b) The employee must outline in writing the expected benefits to be derived by the Corporation and by the employee as a result of doing the course, the cost for the course and any other relevant information.
- c) The employee must have the approval of their Manager and the Chief Executive Officer before enrolling in the course, if any reimbursement for tuition, books, etc., is to be paid by the Corporation. The Corporation, upon approval of the employee's enrolment in the course, will advance to the employee, if requested, the cost for tuition, books, etc. If advanced, deductions will be made from the employee's pay cheque for this cost and reimbursement will be made to the employee once the employee has successfully completed the course.
- d) No reimbursement will be made until the employee has provided documented proof that the employee has successfully completed the course.
- e) An employee may be required to complete an evaluation of the course(s) taken and the employee should identify the specific benefits derived by both the Corporation and the employee as a result of having completed the course.
- f) The Employer shall pay up to one hundred percent (100%) of the cost of a course approved by the Employer. If an employee's application for approval is denied, the employee shall be given the reason in writing.

## **22.12 Career Development Leave with Pay**

- a) Career development refers to an activity which, in the opinion of the Employer, is likely to be of assistance to the individual in furthering the employee's career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
  - i) a course given by the Employer;
  - ii) a course offered by a recognized academic institution;
  - iii) a seminar, convention, or study session in a specialized field directly related to the employee's work.
- b) Upon written application by the employee, and with the approval of the Employer, Career Development Leave with pay may be given for any one of the activities described in sub-clause (a) above. The employee shall receive no remuneration under Article 15 (Overtime) during time spent on Career Development Leave provided for in this clause.

- c) Employees on Career Development Leave may be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

### **\*22.13 Education Leave without Pay**

The Employer recognizes the usefulness of Education Leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods up to one (1) year, which may be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide or deemed to be beneficial to the organization.

As a condition of the granting of education leave without pay, an employee shall, if required by the Employer, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

If the employee:

- (i) fails to complete the course,
- (ii) does not resume employment with the Employer on completion of the course,  
or
- (iii) ceases to be employed before termination of the period the employee has undertaken to serve after completion of the course.

The employee shall repay the Employer all allowances paid to the employee under this Article during the education leave or such lesser sums as shall be determined by the Employer. This repayment may be recovered from any monies due the employee from any employment related source including pension plan contributions.

### **22.14 Examination Leave with Pay**

At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employees scheduled hours of work. Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve the employee's qualifications.

### **22.15 Education Leave with Pay**

An employee who is upgrading their employment qualifications relating to their present classification through an Employer approved upgrading course during regular working hours shall be entitled to leave of absence without loss of pay and

benefits. While on education leave, employees shall continue to accumulate service for seniority and annual leave purposes only.

## **22.16 Special Leave**

Subject to the requirements of the operation, an employee with more than five (5) years service may be granted leave of absence without pay for a specific period under the following conditions:

- a) The aggregate total of such leaves taken by an employee shall not exceed twelve (12) months in any five year period.
- b) The employee may remain covered by the appropriate Group Insurance Plan provided the employee assumes the full cost of these benefits and provided that such cost is paid in advance.
- c) The employee will continue to accrue seniority but will not accrue vacation, sick leave or Statutory Holidays while on such leave.
- d) At the conclusion of the leave the employee shall revert to the employee's former position, or if the position no longer exists shall be entitled to exercise displacement rights in accordance with Article 13.
- e) Employees shall provide as much notice as possible but in no case less than eight (8) weeks.
- f) The employee must exhaust annual leave and time off in lieu before special leave is granted.

## **\*22.17 Domestic Violence Leave**

The parties acknowledge that when domestic violence occurs, it is a significant problem that can affect the health and wellbeing of employees and their families.

When employees experience violence or abuse in their personal lives, it may affect their attendance or performance at work.

- (a) The Employer agrees to provide the following leave(s) for victims of domestic violence:
  - (i) Up to three (3) days leave with pay.
  - (ii) Twenty-six (26) weeks of unpaid leave in one consecutive period for domestic violence leave in accordance with the EI regulations.
  - (iii) Group Insurance and Pensionable service may be maintained while on such leave under the employee's current cost sharing arrangement. Employees will accrue seniority while on this leave. Service will accrue

for the purposes of annual leave categorization and severance pay. Employees will accrue sick leave and annual leave based on a maximum of twenty-six (26) weeks domestic violence leave. On return from Domestic Violence Leave an employee shall be returned to their former position or, if their position no longer exists, in a position for which they are qualified consistent with the seniority provisions of this agreement.

- (b) Domestic violence leave may be taken for the following purposes:
- (i) To seek medical attention for the employee's child in respect of a physical or psychological injury or disability caused by the domestic violence.
  - (ii) To obtain services from a victim services organization
  - (iii) To obtain psychological or other professional counselling
  - (iv) To relocate temporarily or permanently.
  - (v) To seek legal advice or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.

### **Access and Approval**

The foregoing leaves are accessed by request to, and approval of, the Manager – Human Resources in consultation with the Chief Executive Officer (CEO).

### **Confidentiality**

The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or as required by law, or with the consent of the employee.

## **Article 23 – Payment of Wages and Allowances**

### **23.01 Rates of Pay**

The rates of pay for all employees covered by this Agreement are as set forth in the attached Schedule "A" which shall form part of the Agreement.

### **23.02 Payment of Wages**

The Employer shall pay wages by bank direct deposit bi-weekly on Thursday. On each pay day each employee shall receive an itemized statement of the employee's wages and deductions.

### **23.03 Temporary Assignment Pay**

Where an employee is required to perform temporarily any work in a classification paying a lower rate of pay than the employee is receiving at the time, the employee shall continue to be paid the employee's then regular rate of pay provided that this provision shall in no way limit the right of the Employer to demote any employee for just cause in which event such employee shall receive the wage applicable to the lower classification to which the employee is demoted. If an employee is required to perform temporary work of two shifts or more up to eight (8) weeks in a classification paying a higher rate of pay than the employee is receiving at the time, the employee shall be paid such higher rate of pay only during the continuance of such temporary employment and on the discontinuance of such temporary employment such employee shall revert to the employee's former rate of pay. Any work or employment shall be deemed temporary for the purpose of this section unless the employee is appointed thereto in writing.

### **23.04 Temporary Assignment Procedure**

The temporary assignment of employees to work in another classification, involving the payment of a higher or lower rate, will be made on the basis of seniority for assignments of more than two shifts duration. Temporary assignments made on a daily basis, including the first two shifts may be done without reference to seniority. Employees who hold appointed positions shall not be temporarily assigned unless there are no other employees available. Such assignments should be rotated among all available personnel.

### **23.05 Replacement of Tools**

The Employer agrees to continue the present practice of providing the tools it requires for the work expected to be performed.

### **23.06 Professional Fees and Licenses**

The Employer shall pay professional and/or license fees for an employee who, as a condition of employment, is required to be a member of a professional association or be licensed.

### **23.07 Clothing**

Employees shall be issued clothing as provided for in Schedule C attached to and forming part of this Collective Agreement.

Employees will be required as a condition of employment to wear required appropriate clothing and personal protective equipment (PPE).

For employees required to wear a standardized uniform over and above regular issue, the cost of this uniform issue will be borne by the Corporation.

### **\*23.08 Severance Pay**

On ratification of the collective agreement an active employee who is a member of the Corporation's bargaining unit, with at least one year of cumulative service as of December 31, 2019 will be provided with a one-time option to receive a payout of their retirement allowance accumulated to December 31, 2019, or a portion thereof. The portion selected will be paid out up to December 31 of the selected year. Employees who are part of the Corporation's pension plan and who opt for this one-time payout will continue to accrue retirement allowance from January 1 following the selected payout year, to be paid out upon retirement / death. Employees who are not part of the Corporation's pension plan will not be eligible to accrue severance after the payout. However, should a current employee advance to a position whereby they can enroll in the Pension Plan they shall be eligible to accrue service for severance and any accumulated service prior to the employee enrolling in the Pension Plan shall also be included. Employees on layoff will be given the option for a one-time payout upon return to work. Any employee hired after the date of ratification, May 26, 2020, will not be eligible for a retirement allowance.

## **Article 24 – Job Classifications**

### **24.01 Establishment of Job Classifications**

Any job classification, which may be established during the life of this Agreement, and not negotiated on during the period of negotiations of this Agreement shall be subject to negotiations between the Employer and the Union during the term of this Agreement as to its inclusion in the bargaining unit. If the parties hereto fail to reach agreement during such negotiations, the matter may be submitted to the Labour Relations Board by either party for a decision. The decision of the Board shall be final. If the Union is certified as bargaining agent for an employee or employees or a position is included in the bargaining unit by the Labour Relations Board, then the question of which provisions of this collective agreement apply and the rate of pay shall be subject to negotiations between the parties. If the parties are unable to reach agreement within thirty (30) calendar days following the issuance of the Notice to Bargain the matter shall be subject to settlement by arbitration and the arbitrator shall have the right to establish the rate or salary, rights, benefits and working conditions for the position.

Should any matter arising from Clause 24:01 be referred to arbitration then both parties shall make a final offer on all outstanding issues and the arbitrator shall be required to select the complete package on the outstanding issues of one party or the complete package of the outstanding issues of the other.

## **24.02 Job Descriptions**

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objections to the qualifications or salary range within thirty (30) days.

## **24.03 No Elimination of Present Classifications**

Existing classifications shall not be eliminated without prior agreement with the union.

## **24.04 Changes in Classifications**

When a position is established within the bargaining unit in accordance with Clause 24:01 or when a measurable change in the duties of a position occurs to warrant a change in the rate of pay, the rate of pay shall be subject to negotiations between the Corporation and the Union. If the parties are unable to agree on the rate of pay of the job in question, such dispute may be considered as a grievance and may be submitted at Step Two of the Grievance Procedure and if submitted to arbitration the arbitrator shall have the remedial authority and jurisdiction to amend the applicable collective agreement salary rate. The new rate shall be retroactive to the time the position was first filled by the employee, or when the measurable change in the duties of the position occurred, whichever is the most recent.

## **Article 25 – Insurance Program and Pensions**

### **25.01 Benefits**

All matters relating to insurance and pension benefits for employees covered by this Agreement are as set forth in the attached Schedule "D" which Schedule "D" shall form part of this Agreement.

### **\*25.02 Group Insurance Benefits – Permanent Employees on Layoff or Extended Leave**

- a) When a permanent employee is laid off the employee shall continue to be eligible for group insurance benefits provided that the employee pays 100% of costs associated with these benefits and provided that this extended coverage ceases when the employee is laid off for more than twelve (12) months.

- b) Notwithstanding any other provision of this agreement and after the date of signing of this agreement, an employee who has exhausted their sick leave bank and other paid leave, shall remain in the Group Insurance plan under normal cost sharing for a two (2) calendar year period. Payments for group insurance premiums must be made monthly by the 15<sup>th</sup> day of the month preceding the month of coverage.

### **25.03 Employee Benefit Plan Disclosure**

The Employer shall provide the Union with a copy of all employee benefit and health and welfare master plan texts and amendments. In addition, the Employer shall, once a year, provide the Union with a copy of the financial/actuarial statement for all employee benefit plans and the tri-annual actuarial evaluation for the pension plan including a list of all pension fund investments and holdings, rate of return, and all actuarial assumptions used upon request.

### **25.04 Joint Insurance and Benefits**

All matters relating to joint benefits, insurance and pension shall be dealt with by the Labour Management Committee.

### **25.05 Workers' Compensation**

- a) An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the *Workplace Health, Safety and Compensation Act*, shall receive compensation in accordance with the applicable legislation.

While in receipt of Workers' Compensation Benefits or while prevented from returning from the employee's regular employment as a result of a compensable injury, an employee shall be entitled to all rights and benefits under the Collective Agreement.

The period an employee is on Workers Compensation shall be credited for service and seniority purposes including pensionable service. Pension contributions shall be based on regular gross salary and shall continue to be cost shared. Group insurance benefits shall also continue at the applicable cost shared basis except as outlined in (b) below. At the point that an employee ceases to draw temporary or extended benefits, the aforementioned benefits will cease except where the employee is otherwise entitled to benefits under the retirement provisions.

- b) Notwithstanding any other provision of this agreement and at the date of the signing of this agreement, an employee who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and

Compensation Commission shall continue to be eligible for Group Insurance under normal cost sharing for a period of two years after which all premiums will be paid by the employee. Payments for group insurance premiums must be made monthly by the 15<sup>th</sup> day of the month preceding the month of coverage.

#### **25.06 Pension Plans**

In addition to the Canada Pension Plan, every eligible employee shall join the Corporation's pension plan. The Employer and the employee shall make contributions in accordance with the provisions of the Plan.

#### **25.07 Payment of Premiums**

The Employer shall maintain in effect the proportionate sharing of Group Insurance Benefit premiums between the Employer and the eligible employees as was in effect since July 15, 1999 or since the employees were enrolled in the Corporation's Group Insurance Plan.

#### **25.08 Long Term Disability Plan**

The Employer shall maintain in effect for the term of this Agreement the arrangement with respect to enrollment and premium cost payment for Long Term Disability.

### **Article 26 – Health and Safety**

#### **26.01 Cooperation**

The Union and the Employer shall cooperate in improving regulations which will provide adequate protection for employees engaged in hazardous work. All the applicable regulations of the Workplace Health, Safety and Compensation Commission shall apply to working conditions of the Employer.

#### **26.02 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 as requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices and to improve existing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union. The Health and Safety Committee shall:

- a) meet at least once every two months;
- b) participate in all inquiries and investigations established pertaining to occupational health and safety of scope personnel;
- c) have full access to all government and Corporation reports relating to the health and safety of the employees represented by the committees.

### **26.03 Employer Responsibility**

Employees working in any unsanitary or dangerous jobs shall be supplied with all necessary tools, safety equipment and protective clothing.

### **\*26.04 Right to Refuse**

No employee shall be disciplined for refusal to work on a job or operate any equipment, which, is thought to be unsafe as per 45(1) of the OH&S Act.

### **26.05 First Aid Kits**

First Aid Kits shall be provided in accordance with the Occupational Health and Safety Act and Regulations.

### **26.06 Workers Working Alone**

Work will be assigned so that an employee may be in contact with another employee or an appropriate monitoring agency at all times.

### **26.07 Non-Disabling Injury**

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the employee's shift at the employee's regular rate of pay, without reduction from sick leave, unless a doctor states that the employee is fit for further work on that shift. An employee who has received payment under this section, shall, if on the job, suffer no loss in pay for time necessarily spent for further medical treatment of the injury during regular scheduled working hours, subsequent to the day of the accident.

### **26.08 Transportation of Injured Workers**

Transportation to the nearest physician or hospital, and back where requested, for employees requiring medical attention while on the job shall be provided by the Employer.

### **26.09 First Aid Instruction**

The Employer agrees to the implementation of a program to provide first aid courses for members of the Bargaining Unit to enable a number of employees in various departments to obtain first aid instruction and training.

### **26.10 Medical Examinations**

Persons hired after April 1, 2008 and current employees upon promotion or transfer shall be subject to a medical examination where such is determined to be a criterion for the position in question.

### **26.11 Health and Safety Committee Pay Provisions**

Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

### **26.12 Access to Workplace**

Union advisors on health and safety matters, when accompanied by legitimate representatives of the local, shall have access to the Employer's premises to attend Committee meetings or to assist the Committee in inspections or investigations.

### **26.13 Time Off for Health and Safety Training**

Union members of the Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters. Time used by this Committee for this purpose shall be deducted from the days provided in Clause 22:01.

### **26.14 Labour-Management Rehabilitation Committee/Employee Assistance Program**

The Employer agrees that an employee assistance program will be made available to employees of the Corporation.

## **Article 27 – Contracting Out**

### **27.01 Contracting Out**

The Union recognizes the responsibility and duty of the Employer to arrange for the performance of services as efficiently and economically as possible. However, notwithstanding the foregoing the Employer shall not contract out any work or services which will result in or extends the lay off of employees covered under this Agreement.

## **Article 28 – Amalgamation, Regionalization and Merger Protection**

### **28.01 Undertakings of Employer**

In the event the Employer merges or amalgamates with any other body, the Employer undertakes to ensure that:

- a) Employees shall be credited with all seniority rights with the new Employer.
- b) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer.
- c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.
- d) Conditions of employment and wage rates of the new Employer shall be equal to the provisions of this Agreement.
- e) No employee shall suffer a loss of employment as a result of merger.
- f) Preference in location of employment in the merged municipality shall be on the basis of seniority.

## **Article 29 – General**

### **29.01 Continuation of Acquired Rights**

All provisions of this Agreement are subject to applicable laws now or hereinafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate or disallow any portion of this Agreement the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event, the provisions of the Agreement so invalidated or disallowed shall be reopened for negotiations.

## **29.02 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Employer shall print, at their own cost, sufficient copies of this Agreement in Booklet Form within thirty (30) days of signing.

## **29.03 Application of Terminology**

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, masculine or feminine has been used where the context so requires.

## **29.04 Legal Liability**

An employee or former employee who is named in a court action directly arising out of their employment shall have their legal costs, including judgement costs, paid by the Employer. The Employer's obligation under this Article shall be relieved in cases where gross negligence or illegal activity on the part of the employee is proven.

## **29.05 Proper Accommodation**

Proper Accommodation shall be provided for employees to have their meals and hang their clothes.

## **29.06 Bulletin Boards**

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

## **29.07 Building Closure Because of Weather Conditions**

The final decision to close a building or buildings because of weather conditions shall be made by the Chief Executive Officer and employees shall be paid for the scheduled shift affected by such closure. Closures of longer duration will be addressed in accordance with the Layoff provisions of this Agreement and the Labour Standards legislation, as applicable.

## **29.08 Technological Change**

### **29.08.01 Advance Notice**

Before the introduction of any technological change the Employer shall notify the Union of the proposed change, no later than thirty (30) days before the introduction of the change.

### **29.08.02 Transfer Arrangements**

An employee who is displaced from a job by virtue of technological change will be given the opportunity to fill other vacancies for which the employee is qualified, according to the employee's seniority.

### **29.08.03 Training Benefits**

In the event that the Employer should introduce new machines, methods of operation, technology or if statutory or regulatory changes require an employee to upgrade the employee's certification or license for work required to be performed by the Employer, such employee shall, at the expense of the Employer less any allowance provided such training by any other Government Agency, be given a sufficient period of time, as agreed to by the parties, not to exceed one (1) year during which they may perfect or acquire the skills necessitated by the new technology. There shall be no change in wage or salary rates during the training period of any such employee. In the event it is determined that the required training time is to exceed one (1) year the additional training time shall be subject to discussion between the Employer and the Union.

### **29.08.04 No New Employees**

No additional employee(s) shall be permanently hired by the Employer to replace any employee(s) affected by the technological change until the employee(s) already working and affected by the change have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee(s) to retain their employment.

## **29:09 Monthly Employee Statements**

On a quarterly basis the Employer shall provide to each applicable employee a statement of Annual Leave and Sick Leave used by an employee during that

quarter. The Employer will endeavor to provide such statements no later than the 21<sup>st</sup> of the month following the end of the quarter.

## **Article 30 – Term of Agreement**

### **\*30.01 Duration**

This Agreement shall be binding and remain in effect from July 1<sup>st</sup>, 2022 to June 30<sup>th</sup>, 2026 and shall continue from year to year thereafter unless either party gives to the other party notice in writing in the period February 1<sup>st</sup> to June 30<sup>th</sup> in any year that it desires its termination or amendment.

### **30.02 Changes in Agreement**

Any changes deemed necessary in the Agreement may be made by mutual agreement at any time during the existence of this Agreement. A dispute arising from any mutually agreed changes to this Agreement is subject to the Grievance and Arbitration Procedure.

### **\*30.03 Notice of Changes**

Either party desiring to propose changes to this Agreement, shall between the period indicated in Clause 30:01 prior to the termination date, give notice in writing to the other party that it wishes to commence collective bargaining.

Within sixty (60) working days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for a new Agreement.

### **30.04 Agreement to Continue in Force**

Both parties shall adhere to the terms of this Agreement during collective bargaining. If negotiations extend beyond the termination date of the Agreement, any revision in terms mutually agreed upon, shall, unless otherwise specified, apply retroactively to that date.

### **\*30.05 Retroactive Pay for Terminated Employees**

An employee who has severed their employment between the termination date of the Agreement ending June 30<sup>th</sup>, 2022 and the signing date of this Agreement shall receive full retroactivity of any increase in wages to their employment termination date.

### **30.06 No Strike, No Lockout**

During the term of this agreement, the Employer agrees that there will be no lockouts and the Union agrees that there shall be no strike, provided that the words "strike" and "lockout" shall be as defined by the Labour Relations Act.

**\*Schedule A**

<b>Position</b>	<b>Current Wage</b>	<b>July 1, 2022 (2.5%)</b>	<b>July 1, 2023 (2.75%)</b>	<b>July 1, 2024 (2.25%)</b>	<b>July 1, 2025 (3.5%)</b>
Building Cleaner	\$15.25	\$15.63	\$16.06	\$16.42	\$16.99
Carpenter	\$31.52	\$32.31	\$33.20	\$33.95	\$35.14
Cashier/Ticket Seller 1	\$19.75	\$20.24	\$20.80	\$21.27	\$22.01
Cashier Ticket Seller 2	\$20.45	\$20.96	\$21.54	\$22.02	\$22.79
Chief Engineer*	\$33.53	\$34.37	\$35.32	\$36.11	\$37.37
Conversion	\$18.80	\$19.27	\$19.80	\$20.25	\$20.96
Electrician	\$34.79	\$35.66	\$36.64	\$37.46	\$38.77
Engineer	\$33.53	\$34.37	\$35.32	\$36.11	\$37.37
Facilities Assistant	\$25.20	\$25.83	\$26.54	\$27.14	\$28.09
Lead Building Cleaner	\$17.75	\$18.19	\$18.69	\$19.11	\$19.78
Lead Hand Conversion	\$23.13	\$23.71	\$24.36	\$24.91	\$25.78
Maintenance	\$29.34	\$30.07	\$30.90	\$31.60	\$32.71
Maintenance/Lead Hand Conversion	\$29.34	\$30.07	\$30.90	\$31.60	\$32.71
Sales & Events Assistant	\$20.40	\$20.91	\$21.49	\$21.97	\$22.74
Senior Ticketing Agent	\$26.99	\$27.66	\$28.42	\$29.06	\$30.08
Staff Accountant	\$28.05	\$28.75	\$29.54	\$30.20	\$31.26

\*Chief Engineer receives a \$7,500.00 premium per year with rate increases applied annually to the premium. When Engineers are required to replace the Chief Engineer an hourly premium equivalent to the hourly premium rate will be applicable. This premium shall not be applicable to overtime.

**Chief Engineer Premium**

<b>Year</b>	<b>Premium</b>	<b>Hourly Relief Premium</b>
July 1, 2022 (2.5%)	\$7687.50	\$3.70
July 1, 2023 (2.75%)	\$7898.91	\$3.80
July 1, 2024 (2.25%)	\$8076.64	\$3.88
July 1, 2025 (3.5%)	\$8359.32	\$4.02

Signing Bonus: \$1,000.00 for CUPE 5459 members who are employed effective date of ratification and prorated based on the last 12 months worked hours prior to ratification. The minimum amount any member shall receive is \$200.00.

## **\*Schedule B**

The bargaining unit shall include all employees of St. John's Sports & Entertainment Ltd., save and except:

- Chief Executive Officer
- Manager, Building Operations
- Manager, Finance
- Manager, Food and Beverage
- Manager, Human Resources
- Manager, Sales & Events
- Assistant Manager, Event Services
- Coordinator, Event Services (3)
- Coordinator, Facilities
- Coordinator, Food and Beverage
- Coordinator, Marketing and Communications
- Coordinator, Safety
- Coordinator, Ticketing & Client Services
- Financial Accountant
- Human Resources Assistant
- Technical Operations Manager
- Sales Manager (2)
- Sport Operations and Marketing Staff
- Food and Beverage Staff
- Sales and Service Staff
- Ushers and Security
- All other managers, supervisors, forepersons and those above the rank of foreperson.

## **\*Schedule C**

### **Clothing**

1. This list is for normal wear and tear and additional issues may be approved by the Employer for special circumstances. The Employer may require substantiation of the special circumstances. Loss or theft will not be considered a “special circumstance”.
2. Employees issued clothing will be required, as a condition of employment, to wear such clothing.
3. Before new clothing is issued or re-issued, the Employer reserves the right to request the old clothing be returned.
4. Where an employee terminates employment or leaves the position requiring a uniform such uniform must be returned to the Employer.
5. Allowance is to be paid before July 30<sup>th</sup> in each contract year.
6. Maintenance & Technical Staff - Clothing to be issued in even-numbered years and employees shall have the option of receiving 50% of the value of the applicable clothing items in lieu of clothing being issued in odd-numbered years that the employee opts to receive cash allowance. Not applicable to footwear voucher. Parka to be issued on a replacement basis.
7. The following items are to remain on the work site; fire rated clothing (for Engineers), rubber boots, and rain clothes. The following items are to be readily available on the work site; coveralls, shop coat, parka and jacket.
8. All items issued to the Electrician(s) are to be arc flash rated.

<u>Classification</u>	<u>Initial Issue</u>	<u>Items Reissued as per Schedule</u>	<u>Items Reissued on Replacement Basis</u>
Chief Power Engineer/ Power Engineer/ Electrician	Coveralls or Shop Coat (2) Boots or Shoes <sup>1</sup> Shirts (5) Pants (3) Gloves (4) Rubber Boots (1) Rain Clothes (1) Parka (1) Jacket (1) Reflective Vest (1) Hard Hat (1) Safety Glasses (1)	Boots or Shoes <sup>1</sup> (annually) Shirts (2 annually) Pants (2 annually) Coveralls or Shop Coat (1 annually) Jacket (2 years) (Employees can opt to receive an additional shirt and pants in lieu of coveralls or shop coat.)	Gloves Rubber Boots Rain Clothes Reflective Vest Hard Hat Safety Glasses Ear Plugs Tyvek Coveralls Parka or Lined Coveralls

	Ear Plugs (1)		
Carpenter/ Maintenance	Coveralls or Shop Coat (1) Boots or Shoes <sup>1</sup> Shirts (5) Pants (3) Gloves (4) Rubber Boots (1) Rain Clothes (1) Parka (1) Jacket (1)	Boots or Shoes <sup>1</sup> (annually) Shirts (2 annually) Pants (2 annually) Coveralls or Shop Coat (1 annually) Jacket (2 years) (Employees can opt to receive an additional shirt and pants in lieu of coveralls or shop coat.)	Gloves Rubber Boots Rain Clothes Reflective Vest Hard Hat Safety Glasses Ear Plugs Parka or Lined Coveralls
Conversion	T-Shirts (1) Gloves (2) Boots or Shoes (1) <sup>2</sup>	4 Senior Conversion Workers Shirt (1 annually) Pants (1 annually)	Shirts Gloves Pants (senior crew only) Jacket (senior crew only)
Maintenance (Relief)	T-Shirts (2) Shirt (2) Pants (2) Gloves (2) Boots or Shoes (1)	Shirt (1 annually) Pants (1 annually)	Shirts Gloves Pants Jacket
Sr. Ticketing Agent	Sweater (1)	Sweater (1 annually)	
Cashier Ticket Seller 1	Sweater (1) Shirts (2) Pants (1) <sup>3</sup>	Sweater (1 annually) Shirt (1 annually) Pants (1 annually) <sup>3</sup>	Shirts Pants
Cashier/Ticket Seller 2	Sweater (1) Shirts (4) Pants (2) <sup>3</sup>	Sweater (1 annually) Shirts (2 annually) Pants (1 annually) <sup>3</sup>	Shirts Pants
Building Cleaners	Shirts (2)	Shirts (2 annually)	

Footwear Voucher<sup>1</sup>

Year	Value of Voucher
2022 – 2026	\$250 plus HST

1 Employer will issue one voucher as per table above to purchase boots or shoes annually from a preferred supplier.

2 Conversion crew employee shall receive a pair of CSA approved safety boots upon the completion of every 1,040 hours worked. Conversion Crew employees shall receive a voucher for half of the value listed above from the Employers preferred supplier.

3 For Box office staff in lieu of providing a pair of pants the Employer will issue per pair one (1) \$50 + HST allowance by September 30<sup>th</sup> in each contract year. A Cashier Ticker Seller 2 will receive one (1) button up shirt and one (1) polo shirt. Any initial issues being provided to new staff will be one (1) of each (button up and polo). A Cashier Ticket Seller 1 will otherwise be provided with the option of selecting one (1) of either the button up shirt or the polo per year.

4. Top four (4) cleaners to receive a pant allowance of \$50.00 annually plus HST by September 30<sup>th</sup> in each contract year.

## **Schedule D**

### **Insurance Programs and Pension Plan**

The level of benefit coverage and the allocation of cost at ratification of this agreement in both group insurance and pension will only be changed by mutual agreement between the parties. SJSEL maintains the right to establish the means and mechanisms of coverage. When changes to means and mechanisms of coverage are being considered by the Employer the Union shall be notified.

#### **Pension Plan for Current Employees**

- No change to benefit (see also MOU #5 which applies only to employees hired on or before December 31, 2014).
- Notwithstanding MOU #5, current service cost to be shared 50/50 – revise on an annual basis – currently calculated at 9% maximum by law is 9%. Should the current service cost decrease to less than 18%, employee contribution rates will also be adjusted accordingly.
- The Corporation guarantees that the current benefits contained in the defined benefit plan as of June 30<sup>th</sup>, 2014 shall remain in effect for those employees in the plan as at December 31, 2014 for as long as they live.

#### **Guarantee Mechanism for Current Employees: See MOU # 10**

#### **Future Employees (Herein defined as those employees hired on or after January 1, 2015): See MOU #11**

- Placed into a mandatory defined contribution plan (DC Plan) which will be a 50/50 matching plan with the Corporation. Contributions will be at 6% for each party for the first 3 years of employment. After 3 years of employment, each party's contribution rate will increase to 7%.
- Employees will have the option to increase to their contribution amount to 9% after the first 3 years of employment. The Corporation's contribution rate will be maintained at a maximum of 7% even if the Employee should wish to increase their contribution rate.

The Corporation agrees to the minimum level of contributions in the DC Plan as noted above for the life of the current agreement and beyond. This commitment will be enshrined in a similar legal agreement similar to what the parties have developed with the defined benefit plan members.

## **\*Memorandum of Understanding #1**

### **Student On-the-Job Training**

This will confirm mutual agreement by both parties regarding the provisions of on-the-job training opportunities to students of recognized educational institutions by the Corporation under the following conditions:

1. a) On the job trainees will only carry out work which would not ordinarily be done by hiring extra employees and the hours of work and/or pay of the Bargaining Unit employees will not be reduced.
  - b) The provision of on-the-job training opportunities shall not result in the layoff of Bargaining Unit members or result in the delay in the recall of Bargaining Unit members to return to work from layoff.
2. The maximum duration of on-the-job training opportunities shall be thirteen (13) weeks.
3. The maximum number of students involved in on-the-job training within a Department of the Employer at any one time shall be four (4) except where mutually agreed by the parties.
4. Students involved in on-the-job training opportunities shall work with and alongside of the employee who normally performs the work the student is assigned.
5. The Union shall receive advance notice in writing of the Corporation's intention to receive students for on-the-job training. Such notice shall state the general nature of the duties to be performed, the area(s) where an individual is to be assigned and the anticipated duration of the on-the-job training opportunity.
6. Both parties shall meet each September and January to discuss on the job training projects and their implementation.
7. A student, for the purpose of this MOU, is an individual registered on a full-time basis at a recognized secondary or post-secondary institution who will be returning to full-time studies after the completion of the on-the-job training opportunity or who must have on the job experience as a final course requirement.

## **\*Memorandum of Understanding #2**

### **Cashier/Ticket Sellers**

The following covers part-time employees in the Cashier/Ticket Seller Classification.

#### **Article 11 - Seniority**

Seniority for the Cashier/Ticket Sellers shall be based on date of hire.

The probationary period for Box Office staff outside of the training period will be twenty (20) shifts or three (3) months whichever is greater.

Where the employer and employee mutually agree on an employee's unavailability for work, such employee will not be penalized if unavailable during those agreed upon periods and the employer shall not be required to call employees during agreed periods of unavailability. Such agreement shall be in writing with a copy to the Union.

Employees who are unavailable for work six (6) or more times within the twelve (12) month period from September 1<sup>st</sup> to August 31<sup>st</sup> may be removed from the seniority list and terminated from employment, except where such absence is the result of illness or other just cause.

#### **Article 13 - Layoffs and Recalls**

The provisions of Article 13 shall apply excepting that employees who do not wish to be recalled for any period of time shall advise the Chief Executive Officer in writing at the time of layoff.

It is agreed between the parties that a reduction in the hours worked or not being scheduled for hours does not constitute a lay-off for employees covered under this Memorandum of Understanding.

#### **Article 14 - Hours of Work**

The provisions of Article 14 will not apply. The hours of work for these classifications shall be as determined by the Corporation to meet the particular program requirements. Hours shall be distributed on an equitable basis in accordance with established practice for the Cashier/Ticket Seller 1's. The hours of work for the two Cashier/Ticket Seller 2's shall be shared equally. The Corporation shall make every reasonable effort to post the work schedule for each employee as far in advance as is reasonably possible.

### Article 15 - Overtime

The provision of Article 15 shall not apply. Overtime will be paid at the rate of one and one-half (1 ½) times for any hours worked in excess of forty (40) hours in any one calendar week or in excess of eight (8) hours in any one (1) day.

### Article 19 - Holidays

The provisions of Clause 19.02 will apply.

### Article 20 – Annual Vacations

The two (2) part time Cashier/Ticket Seller 2's shall have the option to request the Corporation to bank their vacation pay entitlement, which the employee may then elect to draw upon to a maximum of two (2) times per year, and any unpaid balance will be paid to the employee as of December 31st of each year.

### Article 21 - Sick Leave Provisions

The provisions of Article 21 shall not apply, however employees falling within the scope of this Memorandum of Understanding will be paid a premium of 5% of their basic salary on each pay cheque. This shall be in lieu of any sick leave and no other sick leave payment or provision shall apply.

### Article 25 - Insurance Program and Pensions

The employees working hours in the Cashier/Ticket Seller 2's role shall be eligible for the Corporation's Group Insurance Plan. Cashier/Ticket Seller 1's are not eligible for enrolment in the Corporation's insurance, and health plans.

### Cashier/Ticket Sellers

Cashier/Ticket Sellers shall be permitted to apply for Cleaner or Conversion positions without forfeiting their current position and may be offered cleaning or conversion shifts when those shifts are not in conflict with Cashier/Ticket Seller shifts. The Cleaner or Conversion shifts will only be offered to Cashier/Ticket Sellers that have expressed interest in working in the other classification/s, and when a sufficient number of Cleaners or Conversion employees within either of the classifications are not available. The scheduling will be in order of seniority within the classification first, prior to offering to individuals in another classification according to the seniority list. Employees will be paid the hourly rate related to the position being performed. All hours will be combined and no overtime will be paid unless the hours exceed, eight (8) hours per day or forty (40) per week. This will be permitted with the understanding that management's administrative time to schedule shifts be kept to a minimum.

## **Memorandum of Understanding #3**

### **Personal Vehicle/Corporation Business**

No employee shall be required to use a personal vehicle on Corporation business.

## **Memorandum of Understanding #4**

### **Pensions**

The Corporation maintains its pension plan for its eligible employees as a division of the City of St. John's Pension Plan. The Corporation agrees that the provisions of its pension plan for eligible employees formerly employed with the City of St. John's will at least meet the provisions of the City's pension plan; that is those employees will be kept whole regarding their pension rights and entitlements in the Plan notwithstanding their acceptance of employment with the Corporation.

#### **Enhanced Retirement Package**

The pension plan will provide for the following:

- a) Unreduced early retirement provided that both of the following conditions are met at the date of retirement:
  - 1. age plus years of pensionable service must equal a minimum of 85
  - 2. the plan member must be at least 55 years of age
- b) Pension reduction for retirement prior to age 60 and prior to Rule of 85 is 0.5% per month that retirement precedes the earlier of age 60 or the date that the plan member would have reached the Rule of 85.
- c) 0.6% bridge payable to all members who retire, bridge payable for a maximum of 5 years but not past age 65. The bridge minimum is \$500.00 per month.  
Note: Bridge benefit is limited to the sum of the maximum CPP benefits and OAS benefit as per Section 6.10 of the Income Tax Act.
- d) In consideration of these plan improvements pension plan members of CUPE will pay 7.5% of basic pay effective July 1, 2003.
- e) Any questions related to the relative contribution levels will be referred to the Human Resources Manager

Note: The above Enhanced Retirement Package is intended to provide the same benefits for eligible employees as that negotiated between CUPE and the City of St. John's under the City's pension plan for its unionized employees prior to expiration in June 2010.

## **\*Memorandum of Understanding #5**

### **Conversion Crew**

The Corporation agrees to employ a minimum of twelve (12) Conversion crew. In the situation that these employees are unavailable or additional are required, the Corporation will offer overtime to its maintenance/trades staff. Following each call-in procedure the Union shall be supplied (when requested) with a copy of the call-in list and it shall indicate all employees that the Employer attempted to contact and their response. Once the previous two (2) steps have been exhausted the Corporation reserves the right to avail of an outside source should the event require additional labourers. These additional labourers will not be governed by the terms of this agreement.

Conversion workers shall not be offered overtime at the maintenance rate unless all maintenance and trades staff have first been offered this work.

Conversion Crew positions will be included in the Bargaining Unit, (CUPE Local 5459) and all such positions will be considered as Part-Time, Temporary for the duration of the persons employment with SJSEL.

SJSEL will communicate upcoming events as much in advance as possible through an Event Calendar. SJSEL reserves the right to amend the event calendar as necessary and all amendments will be communicated to employees at the earliest possible time.

A schedule of work for the conversion crew will be posted as early as possible by SJSEL. The schedule for conversion crew employees will be based on the nature of the event conversion, time requirements, and skill set required for the given shift.

The schedule for conversion may be changed to accommodate the additional full-time maintenance persons, but SJSEL shall attempt to minimize changes in the conversion schedule after it has been posted. Where changes occur, SJSEL will give as much notice as reasonably possible to affected employees.

Conversion work is defined as any duties that are required to convert Mary Brown's Centre to and from an event and also includes the set up and break down of staging at the Convention Centre not including risers.

The conversion crew will only be utilized where it is not reasonably possible to convert the facility in the time available using regular maintenance staff during regular working hours.

Conversion Crew classification:

The provisions of the 5459 Collective Agreement shall apply to this classification except as stated in the following:

### Article 11 - Seniority

The probationary period for the Conversation Crew will be twenty (20) Conversion Shifts or three (3) months, whichever is greater.

Where the employer and employee mutually agree on an employee's unavailability for work, such employee will not be penalized if unavailable during those agreed upon periods and the employer shall not be required to call employees during agreed periods of unavailability. Such agreement shall be in writing with a copy to the Union.

Employees who are unavailable for work six (6) or more times within the twelve (12) month period from September 1<sup>st</sup> to August 31<sup>st</sup> may be removed from the seniority list and terminated from employment, except where such absence is the result of illness or other just cause.

### Article 13 - Layoffs and Recalls

The provisions of Article 13 shall apply excepting that employees who do not wish to be recalled for any period of time shall advise the Chief Executive Officer in writing at the time of layoff.

It is agreed between the parties that a reduction in the hours worked or not being scheduled for hours does not constitute a layoff for employees covered under this Memorandum of Understanding.

### Article 15 - Overtime

Overtime for Conversion employees is payable in excess of eight (8) hours per day and forty (40) hours per week.

### Article 19 - Holidays

The provisions of Clause 19.02 will apply.

### Article 20 – Vacation

Conversion employees will not be entitled to accumulate vacation leave. In lieu of accumulated vacation, conversion employees will be compensated for vacation in accordance with clause 20.02.

### Article 21 – Sick Leave Provisions

The provisions of Article 21 shall not apply, however employees falling within the scope of this Memorandum of Understanding will be paid a premium of 5% of their basic salary on each pay cheque. This shall be in lieu of any sick leave and no other sick leave payment or provision shall apply.

## Article 25 – Insurance Program and Pensions

Conversion Crew are not eligible for enrollment in the Corporation's insurance, health plans and pension.

### Conversion Workers

Conversion Workers shall be permitted to accept cleaner shifts, if qualified, without forfeiting their current position and may be offered cleaning shifts when those shifts are not in conflict with Conversion Worker shifts. The Cleaner shifts will only be offered to Conversion employees that have expressed interest in working in the other classification, and when a sufficient number of individuals within the Cleaners classification are not available. The scheduling will be in order of seniority within the classification first, prior to offering to individuals in another classification according to the seniority list.

Conversion Workers shall be permitted to apply for Cashier/Ticket Seller positions without forfeiting their current position and may be offered Cashier/Ticket Seller shifts when those shifts are not in conflict with Conversion Worker shifts. The Cashier/Ticket Seller shifts will only be offered to Conversion employees that have been successful in being awarded the alternate classification, and when a sufficient number of individuals within the Cashier/Ticket Seller classification are not available. The scheduling will be in order of seniority within the classification first, prior to offering to individuals in another classification according to the seniority list.

Employees will be paid the hourly rate related to the position being performed. All hours will be combined and no overtime will be paid unless the hours exceed, eight (8) hours per day or forty (40) per week. This will be permitted with the understanding that management's administrative time to schedule shifts be kept to a minimum.

## **Memorandum of Understanding #6**

### **Flex Work**

During the life of the current agreement, and notwithstanding any provisions in the collective agreement to the contrary, the parties agree to apply the principle of work flex as follows:

1. Work flexibility means that each employee may be requested and agrees to do work of the bargaining unit beyond the scope of the employee's normal position during the employee's scheduled hours of work. Employees will retain their current position title and associated pay rate. Employees may continue to perform duties associated with their current position; those duties will be in addition to or may be delayed by other bargaining unit duties the employee may be directed by the Employer to perform under this work flexibility arrangement. Flex work shall be deemed to be work performed in the employees regular position for the purposes of payment of wages and benefits. No employee's regular wage rate will be reduced when they are assigned to perform flex work and flex work shall not trigger a change under Clause 24:04. Flex work shall not be used to contravene temporary assignments or temporary vacancies.

Office employees shall not be required to perform work of maintenance employees except where it is incidental to their position and related work areas.

2. Relief Workers – Part time, temporary and Conversion employees may be called in at any time to perform additional or relief work, including work that would otherwise be assigned as overtime to full time employees in an effort to minimize overtime as stated in Clause 15:06. All work performed by Relief workers on Holidays listed in Clause 19:01 shall be paid at the overtime rate in accordance with Clause 15:02.03.

## **\*Memorandum of Understanding #7**

### **Maintenance/Engineer Position**

The position of Maintenance/Engineer has been created to improve maintenance activities in the operation and to reduce overtime in the Engineering department.

This position has not been created to allow for the reduction of the Engineer's normal shift operation of twelve (12) hour shifts.

The expectation for the Maintenance/Engineer position will be:

- The position will be paid at the Engineer's rate for all hours worked in this position.
- The employee will enter into the shift rotation as a Maintenance employee, eight (8) hour shifts.
- From time to time the employee will be required to move to the Engineer's schedule, twelve (12) hour shifts.
- Maintenance/Engineers shall be offered shifts, on a rotational basis prior to any shifts being offered to the Relief Engineer. In the event the Maintenance/Engineer is required for a block of shifts, such shifts shall be offered to the most senior Maintenance/Engineer.
- When the Maintenance/Engineer is required to move from their scheduled eight hour shift to twelve (12) hour shift, advance notice will not be required.
- When the Maintenance/Engineer is moved into the job of Engineer the maximum number of hours to be worked in a two (2) week period will be eighty (80) hours.
- If the Maintenance/Engineer is required to work more than forty (40) hours in a given week, the hours that the employee will work above forty (40) hours will be reduced in the following week.
- The maximum number of hours the employee will be allowed to work in a week will be forty-eight (48) hours at straight time.
- If greater than forty-eight (48) hrs in a week are required to complete the vacancy of the Engineer then the overtime provision of the present Collective Agreement will be followed.
- When this position is used only for maintenance the hours of work shall not exceed forty (40) hours per week.

## **\*Memorandum of Understanding #8**

### **Statutory Holiday Pay for Engineers**

If an Engineer works on a Statutory Holiday the employee will be paid as follows:

- If an employee works seven and a half (7.5) hours on a statutory holiday from 12:00 midnight to 7:30 am, the employee will be paid seven and a half (7.5) hours at one and one-half (1 ½) times and on the employee's first day back to work they will be given four and a half (4.5) hours off or the employee will be paid four and a half (4.5) hours at one and one-half (1 ½) times.
- If an employee works twelve (12) hours on a statutory holiday from 7:30 am to 7:30 pm, the employee will be paid twelve (12) hours at one and one-half (1 ½) times.
- If an employee works four and a half (4.5) hours on a statutory holiday from 7:30 pm to 12:00 midnight, the employee will be paid four and a half (4.5) hours at one and one-half (1 ½) times and on the employee's first day back to work they will be given seven and a half (7.5) hours off or the employee will be paid seven and a half (7.5) hours at one and one-half (1 ½) times.
- If an employee does not work on a statutory holiday because the employee is on the employee's regular days off the employee will be given the option of taking twelve (12) hours off on the employee's first day back to work or the employee will work and be paid twelve (12) hours at one and one-half (1 ½) times.

## **Memorandum of Understanding #9**

### **Defined Benefit Pension Guarantee**

1. The City of St. John's agrees to amend The Retirement Benefit Plan for the Employees of St. John's Sports & Entertainment Ltd. (the "Plan"), *PBA* Registration No. 075248, *ITA* Registration No. 0582874 to provide as follows:
  - a) Notwithstanding anything in the Plan to the contrary, and except as provided herein, all terms of the Plan in force at the time of the signing of the Collective Agreement, including those contained herein, shall remain in force and shall apply to all persons listed in the Defined Benefit Members List (DB Member List) and their spouses and beneficiaries.
  - b) For the purpose of this Article, the persons listed in the DB Member List shall include those employees employed as of December 31, 2014 (and current beneficiaries) under the terms of the Collective Agreement including those persons:
    - i) Who are on layoff, sick leave, maternity leave, or any other form of approved leave of absence; call-in employees who are employed on December 31, 2014 who, at any time, in the future become eligible to become members of the Pension Plan; and all current retirees or deferred members of the Pension Plan and their spouses and beneficiaries whether in receipt of a pension or not.
    - ii) Any individual who was inadvertently omitted due to a clerical error or oversight by the parties.
    - iii) If a member listed in the DB Member List does not become vested in the Pension Plan and removes their interest in the Pension Plan, or a member and their spouse or beneficiary are both deceased, then the member name shall be removed from the DB Member List and they shall have no further rights or interests in the provisions of this Pension Plan. Any vested member who resigns or is terminated and is subsequently rehired will be enrolled in the Defined Contribution pension plan. The enrollment of the rehired employee in the Defined Contribution plan will have no negative impact on any entitlement or benefit accrued under the defined benefit plan.
  - c) Notwithstanding 1(b), upon the death of an employee listed in the DB Member List, the appropriate beneficiary shall replace said employee in DB Member List.
  - d) Notwithstanding anything in the Plan to the contrary, and except as otherwise provided herein, the right to participate in the Plan, all terms and

conditions thereof remaining unchanged, in force at the time of the signing of the Collective Agreement including all accrued rights and benefits earned through continued service in the Plan *up to and including the date of ratification of this Collective Agreement and in the future* shall be guaranteed for and vested in law for all those members listed in the DB Member List and their spouses and beneficiaries for their lifetimes.

- e) The Corporation and employees will share the current service cost of benefits accruing under the Plan on a 50/50 basis. However, and notwithstanding the foregoing, employee contributions shall not exceed a total of 9% of each individual employee's pensionable earnings. Any current service cost attributable to employees under the 50/50 cost sharing that is in excess of 9% of each individual employee's pensionable earnings shall be the responsibility of and shall be paid by the Corporation.
- f) The City of St. John's shall have an actuarial valuation performed on behalf of the Corporation and filed under the *Pension Benefits Act* as required by law and shall provide a copy of the actuarial report to Local 5459 within thirty (30) days of the approval of the actuarial valuation whether or not the actuarial valuation has been submitted to the Superintendent of Pensions.
- g) All special payments in respect of a going concern unfunded liability or solvency deficiency shall be paid by the Corporation. Notwithstanding the minimum requirements of the *Pension Benefits Act*, any special payment as a result of a going concern unfunded liability or solvency deficiency identified in an actuarial valuation report shall be fully paid by the Corporation when due. Where the Corporation is provided with a legislative exemption from any portion of special payments the Corporation shall be entitled to avail of such exemption provided there is no increase to the current service cost of the plan.
- h) Notwithstanding Section 14.01 of the Plan or any other provision of the Plan to the contrary, the terms of the Plan in force at the time of the signing of the Collective Agreement, including those contained herein, shall not be subject to modification or amendment which detracts or diminishes in any manner any of the rights, privileges, interests, or benefits of Members listed in the DB Member List and their spouses and beneficiaries until such time as all Members listed in the DB Member List and their spouses and beneficiaries have received all of their benefits and entitlements under the Plan, except with the unanimous, written consent of all Members listed in the DB Members List and their spouses and beneficiaries. Amendments which do not detract from the rights, privileges, interests, and benefits of Members listed in the DB Members List shall be permitted. Local 5459 shall receive a copy of any planned amendment thirty (30) days prior to the approval of any amendment by the City of St. John's and prior to the filing of such amendment with the Superintendent of Pensions. A dispute whether

any proposed change in the Pension Plan detracts or does not detract from the rights, privileges, interests, or benefits of any Members shall be subject to the “dispute resolution mechanism” as identified in paragraph 4 (four). No amendment shall be filed with a Superintendent of Pensions if Local 5459 give notice to the City of St. John’s of their intent to invoke the “dispute resolution mechanism” as identified in paragraph 4 (four). Only after the results of the dispute resolution mechanism are determined shall any amendment be filed subject to the terms of the dispute resolution.

- i) Notwithstanding Section 14.01 of the Plan or any other provision of the Plan or the *Pension Benefits Act* to the contrary, in the event the Plan is wound up, in whole or in part, by action of some person other than the Corporation, including the Superintendent of Pensions, the Corporation shall pay into the Plan Fund such amount as is required to fully fund all of the benefits provided under the Plan to all affected Members listed in the DB Members List and their spouses and beneficiaries as if the Plan continued to operate until the death of the last Member in the DB Members List or their spouse or beneficiary. In the event the Plan is wound up, in whole or in part, benefits shall not be reduced.
  - j) This amendment to the Plan shall be effective as of the date of signing the Collective Agreement.
2. The Corporation agrees that it will not wind up or terminate the Plan, in whole or in part until all individuals listed in the DB Members List and their spouses and beneficiaries have received their full benefits and entitlements under the plan as defined therein. Notwithstanding the foregoing, the Corporation does have the right to wind up or terminate the plan after all the members listed in the DB Members List have retired provided that the Corporation finds an alternate funding method to guarantee the benefits under this MOU. Any alternate funding plan shall be reviewed by the actuary of CUPE Local 5459 and if the actuary certifies that there is no negative impact on the proposed change by the City of St. John’s on the members in the DB Members List and their spouses and beneficiaries then the City of St. John’s may make the changes proposed.
  3. Prior to the above amendment to The Retirement Benefit Plan for the Employees of the Corporation being submitted for registration under the *Income Tax Act* and the *Pension Benefits Act*, it shall be subject to the approval of the Union for compliance with this Article.
  4. The City of St. John’s agrees to file the amendment under both the *Pension Benefits Act* and the *Income Tax Act* for approval and registration within 30 days of the Collective Agreement being ratified by the parties. In the event that any action by the Superintendent of Pensions or CRA or future legislation should negatively impact this agreement, the parties shall immediately meet to discuss the impact of any decision by the foregoing. In the event that the parties are unable

to resolve any difference which has arisen as a result of the foregoing, the actuary of the Plan and the actuary of CUPE Local 5459 shall meet and mutually agree on whatever changes are required to the Plan text to accommodate the action of the Superintendent of Pensions, CRA or legislation and at the same time maintaining the expressed intent of the parties to a *guaranteed vested* lifelong benefit for all members in the DB Member List and their spouses and beneficiaries. In the event that the actuaries are unable to agree the “dispute resolution mechanism” shall be as follows: The parties shall mutually appoint a third actuary whose fees shall be cost shared by the parties. The decision of the third actuary or the two actuaries together shall be final and binding and not subject to judicial review by either party.

## **Memorandum of Understanding #10**

### **Defined Contribution Pension Plan**

Employees hired on or after January 1<sup>st</sup>, 2015 will be enrolled in a Defined Contribution (DC) Pension Plan, which will operate in accordance with the following parameters. Participation is mandatory.

#### **1. A 50/50 matching plan**

##### Member Contributions

Employees will contribute to the DC provisions as follows:

- 6% of earnings for the first three (3) years of cumulative service, increasing to 7% of earnings thereafter.

\*For the purpose of the above, cumulative service is defined as 3 years of cumulative full time equivalent service as recognized by the collective agreement.

##### Corporation Contributions

The Corporation shall match the required Member contributions as described above. The Corporation agrees that the rates of 6% and 7% identified above will be the minimum percentages for the life of the DC plan.

#### **2. Voluntary Contributions**

Employees have the option to make additional voluntary contributions under the DC Plan, subject to the maximum annual contribution amount as outlined by applicable legislation. These additional voluntary contributions will not be matched by the Corporation.

## **\*Memorandum of Understanding #11**

### **Cleaners**

The Corporation agrees to employ a minimum of ten (10) Cleaners. In the situation that these employees are unavailable or additional are required, the Corporation reserves the right to avail of an outside source should the event require additional Cleaners. These additional Cleaners will not be governed by the terms of this agreement.

Cleaners will be included in the Bargaining Unit, (CUPE Local 5459) and all such positions will be considered as Part-Time, Temporary for the duration of the persons employment with SJSEL.

A schedule of work for the Cleaners will be posted as early as possible by SJSEL. The schedule for Cleaners will be based on the nature of the event, time requirements, and skill set required for the given shift.

The provisions of the 5459 Collective Agreement shall apply to this classification except as stated in the following:

#### **Article 10 – Discharge and Discipline**

The provisions of Article 10 shall apply with the exception that under Clause 10:07 Cleaners must provide a minimum notification of absence from work of two (2) hours in order to allow for the arrangement of shift coverage. The penalties for not providing the necessary notice will otherwise apply as outlined in Clause 10:07.

#### **Article 11 - Seniority**

The probationary period for the Cleaners, outside of the training period, will be twenty (20) shifts or three (3) months, whichever is greater.

Where the employer and employee mutually agree on an employee's unavailability for work, such employee will not be penalized if unavailable during those agreed upon periods and the employer shall not be required to call employees during agreed periods of unavailability. Such agreement shall be in writing with a copy to the Union.

Employees who are unavailable for work six (6) or more times within the twelve (12) month period from September 1<sup>st</sup> to August 31<sup>st</sup> may be removed from the seniority list and terminated from employment, except where such absence is the result of illness or other just cause.

### Article 13 - Layoffs and Recalls

The provisions of Article 13 shall apply excepting that employees who do not wish to be recalled for any period of time shall advise the Chief Executive Officer in writing at the time of layoff.

It is agreed between the parties that a reduction in the hours worked or not being scheduled for hours does not constitute a layoff for employees covered under this Memorandum of Understanding.

### Article 14 - Hours of Work

The provisions of Article 14 will not apply. The hours of work for Cleaners shall be as determined by SJSEL to meet particular cleaning requirements at Mary Brown's Centre and the St. John's Convention Centre. Hours shall be offered in order of seniority, and when required during an event gender will also be a consideration. SJSEL shall make every reasonable effort to post the work schedule for each employee as far in advance as is reasonably possible.

No employee will lose pay or rest time as a result of change of assignment unless it is a result of event cancellation related to the St. John's Convention Centre and twelve (12) hours notice of such cancellation has been provided to affected employees.

### Article 15 - Overtime

The provision of Article 15 shall not apply. Overtime will be paid at the rate of one and one-half (1 ½) times for any hours worked in excess of forty (40) hours in any one (1) calendar week or in excess of eight (8) hours in any one (1) day.

### Article 19 - Holidays

The provisions of Clause 19.02 will apply.

### Article 20 – Annual Vacations

The two (2) most senior Cleaners shall have the option to request the Corporation to bank their vacation pay entitlement, which the employee may then elect to draw upon to a maximum of two (2) times per year, and any unpaid balance will be paid to the employee as of December 31<sup>st</sup> of each year.

### Article 21 - Sick Leave Provisions

The provisions of Article 21 shall not apply, however, employees falling within the scope of this MOU will be paid a premium of 5% of their basic salary on each pay cheque. This shall be in lieu of any sick leave and no other sick leave payment or provision shall apply.

## Article 25 - Insurance Program & Pensions

Cleaners are not eligible for enrollment in the Corporation's insurance, health plans and pension.

### Schedule "C" – Clothing

The employer shall provide an appropriate amount of uniforms for Cleaners including outside clothing, if required. CSA approved safety footwear or other Personal Protective Equipment that is required for cleaners to safely carry out their duties shall be supplied by the Employer.

### Ticket Sellers and Conversion Workers

Ticket Sellers and Conversion Workers shall be permitted to apply for cleaner positions without forfeiting their current position and may be offered cleaning shifts when those shifts are not in conflict with Ticket Seller and Conversion Worker shifts. The Cleaner shifts will only be offered to individuals working in the other classification/s that have expressed interest in working as a Cleaner when a sufficient number of Cleaners within the classification are not available. The scheduling will be in order of seniority within the Cleaner classification first, prior to offering to individuals in another classification according to the seniority list.

Employees will be paid the hourly rate related to the position being performed. All hours will be combined and no overtime will be paid unless the hours exceed eight (8) or forty (40) per week. This will be permitted with the understanding that management's administrative time to schedule shifts be kept to a minimum.

### Building Cleaners

Building Cleaners shall be permitted to accept conversion shifts, if qualified, without forfeiting their current position and may be offered conversion shifts when those shifts are not in conflict with Building Cleaner shifts. The conversion shifts will only be offered to individuals in the Cleaners classification that have expressed interest in working in Conversion, and when a sufficient number of individuals within the Conversion classification are not available. The scheduling will be in order of seniority within the Conversion classification first, prior to offering to individuals in another classification according to the seniority list.

Building Cleaners shall be permitted to apply for Cashier/Ticket Seller positions without forfeiting their current position and may be offered Cashier/Ticket Seller shifts when those shifts are not in conflict with Building Cleaner shifts. The Cashier/Ticket Seller shifts will only be offered to individuals in the Cleaners classification that have been successful in being awarded the alternate classification, and when a sufficient number of individuals within the Cashier/Ticket Seller classification are not available. The scheduling will be in

order of seniority within the Cashier/Ticket Seller classification first, prior to offering to individuals in another classification according to the seniority list.


Employees will be paid the hourly rate related to the position being performed. All hours will be combined and no overtime will be paid unless the hours exceed, eight (8) hours per day or forty (40) per week. This will be permitted with the understanding that management's administrative time to schedule shifts be kept to a minimum.

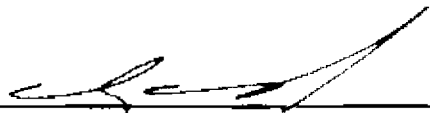
**Signing Page**

**IN WITNESS WHEREOF** the parties hereto have hereunto put their hands and seals subscribed and set on the day and year before first written:

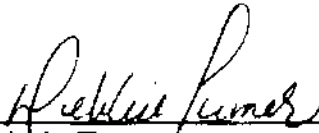
**ST. JOHN'S SPORTS &  
ENTERTAINMENT LTD.**

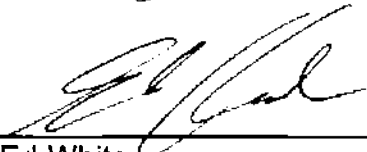
  
\_\_\_\_\_  
Jill Brewer  
Chief Executive Officer


  
\_\_\_\_\_  
Carolyn Dooling  
Manager, Human Resources

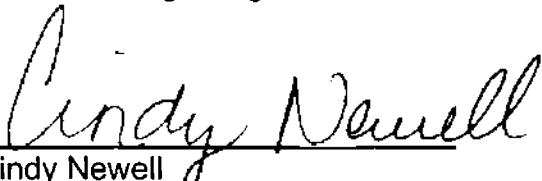
  
\_\_\_\_\_  
Ryan Kavanagh  
Manager, Building Operations


**CANADIAN UNION OF PUBLIC  
EMPLOYEES**

  
\_\_\_\_\_  
Debbie Turner  
CUPE National Representative

  
\_\_\_\_\_  
Ed White  
CUPE National Representative

  
\_\_\_\_\_  
John Bullen  
Member, Bargaining Committee

  
\_\_\_\_\_  
Cindy Newell  
Member, Bargaining Committee

  
\_\_\_\_\_  
Ken Baker  
Member, Bargaining Committee