

COLLECTIVE AGREEMENT

- Between -

SOO ARENA ASSOCIATION

(Hereinafter referred to as the "Association")

- And -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4148**

(Hereinafter referred to as the "Union")

**Effective: 1 January 2025
Expires: 31 December 2027**

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Association and its Employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement.
- 1.02 Wherever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine had been used where the context of the party or parties hereto so require.

ARTICLE 2 - RECOGNITION

- 2.01 The Association agrees to recognize the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all of its employees save and except the Manager, persons above the rank of Manager and one (1) Confidential Secretary.
- 2.02 The Association agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in Article 3.00. New employees shall be presented with an agreement by the Association on commencement of employment.

It is mutually agreed that a Union representative shall be given the opportunity for meeting each new employee, during their orientation, at the main office, for a period of thirty (30) minutes for the purpose of informing such employee of the existence of the union and presenting such employee with a copy of the Collective Agreement.

- 2.03 All correspondence between the parties hereto, arising out of this agreement or incidental thereto, shall pass to and from the Secretary and/or President of the Board of Directors of the Association and the Secretary of the Local Union.
- 2.04 It is agreed by the parties hereto that such persons performing work on a voluntary basis shall not apply to the collective agreement between the parties hereto.
- 2.05 It is agreed that persons performing voluntary work shall not cause displacement or loss of work or lay-off of permanent or regular employees.

ARTICLE 3 - UNION SECURITY

- 3.01 Union dues shall be deducted from all employees after thirty (30) days of employment. Deductions will be made from the payroll period at the end of each month and shall be forwarded to the National Treasurer of the Canadian Union of Public Employees not later than the 15th day of the month following in respect of which deductions have been made, accompanied by a list of all employees including names, addresses and phone numbers from whose wages the deductions have been made which shall indicate the number of hours worked by each employee and the total of wages paid to each employee during the period for which deduction has been made.
- 3.02 a) All regular employees of the Association, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and By-laws of the

Union. All future regular employees of the Association shall as a condition of continued employment become members in good standing in the Union not later than after thirty (30) days of employment with the Association.

3.02 b) All employees working less than twenty-four (24) hours per week will be governed by the Rand Formula. The Rand Formula is a decision made by Justice Ivan Rand of the Supreme Court of Canada that provides for the deduction of Union dues from all employees working within a bargaining unit.

3.03 The Association will make arrangements for all new employees coming under this agreement to have up to 15 minutes during the orientation period or during regular working hours to meet with the union steward, who is an employee of the Association, for the purpose of orienting the employee to the union and this agreement.

In the event the union steward who is an employee of the Association is not available or there is no incumbent in the position, the local President will fulfill the duties outlined above.

3.04 No employee shall be requested or permitted to make a written or verbal agreement with the Association or its representatives which may conflict with the terms of this collective agreement unless mutually agreed between the Association and the Union.

3.05 **No Contracting-Out:**

The Association will not contract out any work regularly performed by members of the bargaining unit to a contractor or sub-contractor that would result in lay-off or reduces the regular hours of work of any employee in the bargaining unit.

3.06 **Union Representation:**

The Association will recognize one steward appointed by the Union. The Union will notify the Association in writing, of the name of the steward and from time to time will notify the Association of any changes in steward personnel, and only the steward shall be recognized by the Association as the steward.

The Association will notify the employee in advance of a meeting where the Association intends is for the purpose of disciplinary action or potential disciplinary action. The employee shall have the right to have the Union Steward present at such meeting. If the Union Steward is unable to attend, the local President shall attend.

ARTICLE 4 - NEGOTIATING AND GRIEVANCE COMMITTEE

4.01 A Negotiating Committee shall be appointed and consist of the Board of Directors of the Association, and the Union, and at least one (1) of whom shall be an employee of the Association. The Union will advise the Association of the Union nominees to the Committee.

4.02 The Union shall have the right at any time to have the assistance of a representative of the Canadian

Union of Public Employees when dealing or negotiating with the Association.

- 4.03 In the event of either party wishing to call a meeting of the Committee, the Secretary of the Board of Directors of the Association or the Secretary of the Union, as the case may be, shall be notified. The said meeting shall be held at a time and place as shall be fixed by mutual agreement.
- 4.04 All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, promotion or discharge of employees and other working conditions, etc. shall be referred to the Negotiating Committee for discussion and settlement.
- 4.05 Any representative of the Union on this Committee who is in the employ of the Association, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration.
- 4.06 The Association acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of two (2) members, one of whom shall be an employee of the Association and the President of the Local. The personnel of such Committee shall be communicated to the Association.

ARTICLE 5 - BULLETIN BOARDS

- 5.01 The Union shall have the use of a bulletin board for the posting of notices relating to the Union business or activity, but any notices to be posted thereon shall be signed by an authorized officer of the Union and shall be subject to prior approval of the Association and such approval shall not be unreasonably withheld.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 Except as modified by this agreement and to the extent specifically described in the agreement, all rights and prerogatives of Management are retained by the Association and remain exclusively and without limitations within the right of the Association and its administration. Without limiting the generality of the foregoing, the Association's rights shall include:
 - a) The Management of the Soo Pee Wee Arena and the direction of the working forces employed therein are vested exclusively with the Association. Subject to the provisions of this agreement, the Association retains the sole right to hire, discipline, suspend, discharge, lay-off, promote, demote, and to determine the starting and quitting time and the number of hours to be worked.
 - b) The right of the Association to determine qualifications, duties and responsibilities of positions.
- 6.02 The Union further recognizes the right of the Association to operate and manage its business in all respects in accordance with its commitments and responsibilities. The methods, processes and mean of operation used, the right to use improved methods, machinery and equipment, and jurisdiction over all operations, buildings, machinery and tools are solely and exclusively the responsibility of the Association, subject to the terms of this agreement. The Association also has the right to make, alter and enforce from time to time, rules and regulations to be observed by the employees, but such rules and regulations shall not be contrary to the terms of this agreement.

ARTICLE 7 - DISCRIMINATION

- 7.01 The Association, the Union, and their agents agree not to discriminate against any employee because of their membership in the Union, Union Activity, Union Officer or for any reason as set out in the Human Rights Code.
- 7.02 If an employee believed they have been subject to conduct contrary to the Arena's Code of conduct, they shall submit their concern in writing to the Manager with a copy to the Union. The Manager will provide a written response to the employee with a copy to the Union upon conclusion of the investigation by the Manager.

If the employee is not satisfied with the Manager's response, the employee may submit a grievance under Article 8.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 The Union shall form a Grievance Committee to represent the Union in processing grievances and shall give the association written notice of the members of the Committee and any changes therein.
- 8.02 If a matter arises which an employee wishes to take up with the Association, it shall first be discussed by the employee with the manager.
- 8.03 If the matter is not resolved to the employee's satisfaction as a result of the discussion referred to in Article 8.02, the employee may, within ten (10) days after the occurrence of the fact or event which gave rise to the matter in dispute, deliver a written statement of their complaint to the manager, or their confidential secretary, on the grievance form. If the complaint concerns the meaning or application of the provisions of this agreement, it shall be considered a grievance and shall be settled in accordance with the following procedure:

STEP 1

By the end of the 10th calendar day after the manager or their confidential secretary receives a grievance, a meeting shall be held to discuss the grievance. This meeting shall be attended by the grievor, one member of the union grievance committee and the manager and their confidential secretary if not available, a member of the Arena Board of Directors may take their place.

The manager or their representative shall give the Union grievance committee an answer, on the approved form, by the end of the 7th calendar day after the meeting referred to in Step 1 hereof.

STEP 2

The grievance shall not be carried further unless by the end of the 7th day after receiving the Step 1 answer, the Union delivers to the Arena Board of Directors, written notice of referral to Step 2. Such notice shall indicate the clause or clauses of this agreement the Association deemed to have violated, as well as the reason or reasons why the Step 1 answer is unsatisfactory.

By the end of the 5th calendar day after receiving the referral to Step 2, a meeting to discuss the grievance shall be held by the chairman of the Arena Board of Directors or their representative, the manager, their confidential secretary and the Union grievance committee.

By the end of the 7th calendar day after the Step 2 meeting, the chairman of the Arena Board of Directors or their representative, shall give the Union grievance committee an answer in writing.

STEP 3

The grievance shall not be carried further unless by the end of the 14th calendar day after receiving the answer of the chairman of the Arenas Board of Directors or their representative, the Union grievance committee delivers to the Association written notice referring the grievance to arbitration.

By the end of the 14th calendar day after receiving a notice of referral mentioned in paragraph 1 of Step 3 hereof, the Association and the Union shall each appoint a representative to a Board of Arbitration. Such representatives shall select a chairperson, and if they fail to do so within thirty (30) days, the chairperson shall be appointed on application of either party hereto to the Minister of Labour of the Province of Ontario.

- 8.04 A claim by an employee who has completed their probationary period that he has been suspended or discharged without just cause shall be treated as a grievance and a written grievance signed by the employee will be lodged with the Association at step two of the grievance procedure within fifteen (15) calendar days immediately following the date of the alleged occurrence.
- 8.05 The Board of Arbitration shall not alter, modify or amend any part of this agreement, or make any decision inconsistent with its provisions.
- 8.06 Subject to Article 8.04, the decision of the Board of Arbitration shall be binding on the Association, the Union and the employees. Any recompense may be made retroactive to the date on which the written grievance was received by the manager and for up to ten (10) additional days if the employee could not reasonably have known of the fact or event giving rise to the grievance prior to the date he first discussed it with the manager.
- 8.07 The expenses of the chairman of the Board of Arbitration shall be borne equally by the Association and the Union.
- 8.08 Failure of the grievor or the Union to process a grievance to the next step in the Grievance Procedure within the time limit specified shall not be deemed to have prejudiced the Union of any future similar grievance.

8.09 **General**

- a) The Union Representative may be present at the request of either party.
- b) When it is necessary for grievance committee meetings to be held with the Association, up to two (2) employees on the Committee may be given time off with pay for the meeting.
- c) Complaints or grievance time limits may be extended by mutual written consent of the parties where necessary for important reasons and not for any undue additional time, however, an Arbitration Board shall have the right to waive any violated time limits set out in the grievance procedure on such terms as it deems desirable.
- d) The Union Grievance Committee shall consist of two (2) members of the Union who are employees of the Association and the President of the Union.
- e) Any differences arising between the Union and the Association from interpretation, application, administration or the alleged violation of the provisions of this agreement, instead of following the procedure hereinbefore set out, may be submitted in writing by either party to the other at Step 2 of the grievance procedure, provided that no more than thirty (30) calendar days have elapsed since the occurrence of the alleged general grievance.

ARTICLE 9 - DISCIPLINE

9.01 a) When an employee is disciplined, the Local union President and the Steward or designate shall be informed of the reason for discipline and the penalty assessed. If the penalty is not considered warranted, the matter may be referred to the Grievance Procedure.

9.01 b) **Mediation:**

If both parties agree to enter into a mediation process with a mutually agreed upon mediator, each party shall bear one-half the cost of the fees and expenses. The parties shall engage in this process on the following basis:

- (i) Each party shall make every reasonable effort to resolve the matter;
- (ii) Each party agrees that lawyers will not attend at mediation but that they retain the right to consult legal counsel;
- (iii) If a mediated settlement is reached, the parties agree that the matter will not proceed to arbitration;
- (iv) Any positions taken or information provided by either party shall not be admissible should the matter proceed to arbitration;
- (v) This step shall not be used to delay arbitration of a matter.

9.02 In dealing with grievances arising out of Article 8, an Arbitration Board may uphold, remove, or modify any discharge or other penalty imposed by the Association, subject to the provision of clause 8.04.

- 9.03 In any discharge or discipline grievance, an Arbitration Board shall have the power to dispose of the grievance by an arrangement which in its opinion, it deems just and equitable.
- 9.04 Each of the parties shall bear the expense of its nominee on the Arbitration Board and the parties shall share equally the remuneration and expenses of the Chairman.
- 9.05 **Sunset Clause:**
- a) It is agreed that all written warnings, suspensions and any other disciplinary action will be removed from an employee's file after eighteen months from its occurrence unless written warnings, suspensions and any other disciplinary action for a similar incident occurs during such eighteen-month period.
 - b) In all matters of discipline, a signed copy of the document shall be given to the employee and the Steward. The Steward will sign acknowledgement of receipt of the documentation.
 - c) File contents will be frozen if a grievance is filed and remain frozen until the final resolution of the said grievance. Once removed, they may not be used in any further disciplinary proceedings.

ARTICLE 10 - NO STRIKES OR LOCKOUTS

- 10.01 In view of the orderly procedures established herein of the disposition of grievances and complaints, the Association agrees that it will cause or direct no lockouts of its employees for the duration of this agreement, and the Union agrees that there will be no strikes which will stop or interfere with the services of the Association for the duration of this agreement.

ARTICLE 11 - SENIORITY

11.01 **Calculation of Seniority:**

Seniority shall be established on the basis of an employee's service with the Association, calculated from the employee's most recent date of hire.

11.02 **Probationary Employees:**

When a new employee is hired, he shall be on probation for a period of three (3) months. The purpose of this probationary period is to allow the Association to decide whether it wishes to retain an employee in the Arena.

Employees retained past the probationary period shall be deemed satisfactory and placed on the seniority list and credited with seniority from their most recent date of hire.

11.03 Definition of Employees:

In this agreement:

- a) Probationary employee - means an employee who has not completed the three (3) months probationary period;
- b) Regular employee - means an employee who has completed their three (3) months probationary period.
- c) Full time shall be defined as persons working forty (40) hours per week.
- d) Regular Part-Time shall be defined as persons working less than forty (40) hours per week.

11.04 Seniority Lists:

The Association will maintain seniority lists, showing the date upon which each employee's service commenced. Such list shall be posted on the bulletin board. The Union will be supplied with a copy of the seniority list and/or with the necessary information relative to seniority and rates of pay of any employee or group of employees on January 15th of each year.

Any employee who believes that they are not listed in their proper position may take the matter up with the manager and/or the Board of Directors. If any corrections are approved within a period of ninety (90) days, the list will be amended and a copy given to the Union. After which the list will be brought up to date each January 1st.

Seniority shall commence at the time each Regular employee's service commenced. Two (2) separate lists shall be posted; that is one (1) list for full time employees and a second (2nd) list for part time employees.

11.05 Hours of Work/Shift Scheduling:

The Parties agree for the purpose of selecting shifts or the assigning of hours of work the employees' length of service will be the determining factor in deciding who the hours of work are assigned to. Service will begin the first day the employee begins to work and cease once an employee leaves employment on a permanent basis.

11.06 Part-Time Caretaker Operator:

The Association will offer part time hours to caretaker operators in accordance with seniority, i.e., the most senior being offered all available hours first and so on down the list. The Association shall endeavour to not employ more than six (6) part time caretaker operators at any one time.

ARTICLE 12 - PROMOTIONS, VACANCIES AND NEW POSITIONS

12.01 Ten (10) days prior to filling any vacancies or new positions covered by the terms of this agreement, the Association will notify the Union in writing and post notice of the position on the bulletin board in order that all members will know about the position and be able to make written application therefore. Such notices shall contain the following information; nature of position, required knowledge and education,

ability and skills and wage rate or wage range.

- 12.02 Promotions to vacancies and new positions shall be according to employee's seniority standing, ability and proficiency to perform the work. Where ability and proficiency to perform the work are equal, seniority shall be the determining factor. A three (3) month trial period will be for the one promoted to prove efficiency. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, the employee shall be returned to their former position without loss of seniority and any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority.
- 12.03 When an employee relieves in a position of higher classification for a period of one (1) day or more, such employee shall receive the rate applicable to the higher classification while so relieving.

ARTICLE 13 - JOB POSTING

- 13.01 All vacant and newly created positions within the scope of this agreement shall be posted for one (1) calendar week excluding holidays during which time present employees shall have the opportunity to submit applications. The job posting will indicate qualifications, experience required, job class and starting salary. One copy of the job posting shall be forwarded to the Union Secretary. An employee who is off work due to illness, vacation, or leave of absence at the time a job is posted shall have the right to apply for such posted job within three (3) days of their return to work, but not more than one (1) month from the date on which the job opening was posted.
- 13.02 An employee who applies for and is placed in a job in accordance with 13.01 shall be given a three (3) month trial period, or such longer period as the parties may agree, to demonstrate their ability to perform the work satisfactorily. If during the trial period it is determined that an employee cannot qualify, such employee shall revert to their former position.

ARTICLE 14 - LAY-OFF AND REHIRING

- 14.01 a) The Association agrees that in the event of lay-off, employees shall be laid off in the reverse order of their seniority and classification, and where it is necessary to rehire former employees, they shall be reemployed as closely as possible in the reverse order in which they were laid off. Provided in all cases the employee has the ability to perform the work, and provided such recall is within one (1) year.
- 14.01 b) Employees may elect to bump into a position with a lower rate of pay provided the employee has greater seniority and has the ability to perform the work. But in no case can an employee bump up into a job paying a higher rate of pay.
- 14.02 Employees laid off due to a reduction in staff and who fail to return to work within ten (10) days after being notified by registered mail to do so, shall be considered out of the service and forfeit their seniority rights, unless through sickness or any other just cause agreed upon by the Association and the Union.

- 14.03 In the event of lay-offs, the Association agrees that it will offer employment to employees affected by lay-offs prior to engaging any new employee for similar work. Where a former employee is reemployed within one (1) year, he shall be credited with previous service in connection with vacations and other benefits based on length of service.
- 14.04 In the case where employment is based upon an hourly basis and except in the case of dismissal for cause, the notice by the Association shall be two (2) months; three (3) months where possible but not less than two (2) months unless the lay-off is caused by unforeseen circumstances.
- 14.05 If an employee is absent from work because of sickness, accident, lay-off or leave of absence approved by the Association, he shall not lose seniority rights.
- 14.06 Employees shall give as much notice as possible for their inability to report for work due to illness.
- 14.07 Except in cases of illness, an employee absenting themselves from work for more than forty (40) hours, without permission and without contacting their supervisor, shall be deemed to have left the employ of the Association, and before being entitled to reinstatement, shall provide a satisfactory explanation.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01 All requests for leaves of absence shall be made in writing to the manager of the Association giving as much advance notice as possible. Replies shall also be given in writing by the Association.
- 15.02
- a) Leave of absence will be granted, except in cases of emergency, for a total of six (6) days per year for Union functions, provided such leave involves no more than one (1) employee at one (1) time.
 - b) Leave of absence in excess of six (6) days may be granted provided it does not interfere with the Association's operations.
 - c) All leaves of absence for employees filling non-salaried, elected Union positions, or acting as Union delegates under this clause shall be without loss of benefits and seniority will continue to accrue. Such employees will receive their pay and benefits as provided for in this agreement but the Union shall reimburse the Association for all such costs; plus, any necessary administration charges during the period of absence.
- 15.03 An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, shall be granted leave of absence by the Employer without loss of seniority but without pay or without cost to the Employer for a period up to six (6) months. Such leave may be renewed on request during their term of office.
- 15.04 Leave of absence for any reason other than those noted in clauses 15.02 and 15.03 may be granted and each case will be dealt with on its own merits.
- 15.05 The Association shall pay to any employee who is required to serve and serves on a jury in the District of Algoma, or as a court witness, the difference between the amount paid to them for their jury service

or witness fee and the amount he would have been paid for the hours he would have normally been scheduled to work for the Association (without overtime) during the time when he was prevented from working for the Association because of jury or witness service, provided the employee concerned is not a party to the action.

- 15.06
- a) In the event of a death in the immediate family of an employee, the employee will be granted (5) five days off without loss of pay from their known available or regularly scheduled shifts, to attend at the funeral and/or the Celebration of Life, and such time off must occur within six (6) months of the date of the death of the immediate family member.
 - b) Immediate family members shall include employee's spouse (both married and unmarried couples, of the same or opposite genders), father, mother, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren or legal guardian.
 - c) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant bereavement leave without pay. Such leave shall not be unreasonably denied.
 - d) Known Available Shifts shall be considered regular scheduled hours for bereavement purposes only.

ARTICLE 16 - HOURS OF WORK

- 16.01 The normal hours of work for all employees shall be:
- a) Weekdays: 6 a.m. – 4 p.m.; 4 p.m. – close
 - b) Weekends: 6 a.m. – 4 p.m.; 4 p.m. – close
- 16.02 The work week shall be a period of seven (7) work days, beginning at 12.01 a.m. Sunday or the shift starting time closest thereto.
- 16.03 An employee who is called out to attend a meeting shall be paid a minimum of three (3) hours pay.
- 16.04 Shift schedules shall be posted two (2) weeks in advance and shifts shall be selected as per Article 11.05. Affected employees will be notified of changes in schedules.

ARTICLE 17 - OVERTIME

- 17.01 Overtime at the rate of time and one-half (1½) the regular pay shall be paid for all hours worked in excess of eight (8) hours per shift or forty (40) hours per week. There shall be no pyramiding of overtime hours. Where overtime is necessary, the Association shall, notwithstanding statutory limitations, schedule employees to perform the work required.

Where employees have requested, and the employer has agreed, to work ten (10) hour shifts the

overtime provision of Article 17.01 shall be deemed to read ten (10) hours instead of eight (8).

ARTICLE 18 - VACATIONS

18.01 All part-time employees hired, prior to January 1, 1998, will be granted vacation pay based on their seniority date calculated as per Article 11:00 as follows:

Less than one (1) year of seniority - 4% of previous calendar year earnings;

More than one (1) year but less than four (4) years seniority shall receive 6% of the total wages paid to such employee during the previous calendar year.

More than four (4) years but less than ten (10) years seniority shall receive 8% of the total wages paid to such employee during the previous calendar year.

More than ten (10) years seniority shall receive 10% of total wages paid to such employee during the previous calendar year.

More than twenty (20) years seniority shall receive 12% of total wages paid to such employee during the previous year.

18.02 Part-time employees hired after January 1, 1998, will not be granted vacation based on their seniority date. They will be granted vacation on the basis of Vacation Service Years. Twelve hundred (1,200) hours worked shall constitute a Vacation Service Year and vacation will be granted in accordance with the following formula:

Less than one (1) Vacation Service Year - four (4%) percent of previous calendar year earnings.

More than one (1) Vacation Service Year but less than four (4) Vacation Service Years, pay of six (6%) percent of previous calendar year earnings.

More than four (4) Vacation Service Years but less than ten (10) Vacation Service Years, pay of eight (8%) percent of previous calendar year earnings.

More than ten (10) Vacation Service Years shall receive pay of ten (10%) percent of previous calendar year earnings.

More than twenty (20) Vacation Service Years shall receive twelve (12%) percent of previous calendar years earnings.

18.03 Given that Articles 18.01 and 18.02 apply to part time employees, full time employees shall be granted vacation pay on the basis of their seniority date calculated as per Article 11.00. A leave of absence or lay off for a period up to three months, shall not apply to the calculation of seniority. As such, vacation pay will be granted in accordance with the following formula:

Less than one (1) year of seniority - 4% of previous calendar year earnings;

More than one (1) year but less than four (4) years seniority shall receive 6% of the total wages paid to such employee during the previous calendar year.

More than four (4) years but less than ten (10) years seniority shall receive 8% of the total wages paid to such employee during the previous calendar year.

More than ten (10) years seniority shall receive 10% of total wages paid to such employee during the previous calendar year.

More than twenty (20) years seniority shall receive 12% of total wages paid to such employee during the previous calendar year.

In addition to the vacation pay as outlined in Article 18.03, full time employees shall also be entitled to vacation time.

For calculation purposes two (2%) percent is defined as one (1) week of time off. In no case shall any full-time employee who has completed one (1) year receive less than two (2) weeks of time off for vacation.

- 18.04 The vacation schedule shall be posted by May 1st each year. Employees must make their choice known to the manager by March 31st each year. All employees who have failed to file their request by March 31st will lose their seniority preference for vacation.
- 18.05 The Association agrees to co-operate with the employees in making provisions that employees shall be granted their vacation in consecutive weeks when requested.
- 18.06 If a paid holiday falls within the vacation period assigned to or chosen by an employee, the employee shall, in addition to their regular vacation pay, also receive an extra day's vacation with pay in lieu of each holiday.

ARTICLE 19 - RECOGNIZED HOLIDAYS

- 19.01 Employees hired prior to 1 January 2009 shall be paid for the following holidays at the regular rate of pay, and employees hired on or after 1 January 2009, shall be paid an amount equal to the employee's regular wages earned in the four (4) weeks prior to the public holiday, plus any vacation pay payable during that period, divided by 20:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Easter Monday	

Any employee who is required to work on a paid holiday, shall be paid at time and one-half (1½) their standard rate of pay for every hour worked in addition to their regular holiday pay. Due to the nature of the work the number of employees released for the particular holidays will be at the discretion of the manager.

Employees must have worked their last scheduled day before and their first scheduled day after a statutory holiday to qualify for pay on the holiday.

ARTICLE 20 - EMPLOYEE BENEFIT PLAN

20.01 The Association shall pay one hundred (100%) percent of the cost of the OHIP Plan.

20.02 a) Every employee shall be fully responsible for keeping the Association informed of changes in their marital status, number of dependents, correct address and telephone number.

b) Full time employees working on the position of Caretaker Operator shall be enrolled in the Blue Choice Insurance Contract plan with Blue Cross. The employer pays 100% of the premium.

ARTICLE 21 - SICK LEAVE PROVISIONS

21.01 Sick leave means the period of time a full-time employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of accident for which compensation is not payable under Workplace Safety Insurance Board (WSIB).

21.02 a) Full-time employees hired prior to January 1, 2000; upon completion of six (6) months service, sick leave will be accumulated at the rate of one-half (½) day per month. On the 31st of December each year, employees shall have the option of converting a maximum of fifteen (15) days to cash. No employee may accumulate more than a total of sixty (60) days of sick leave.

b) Full-time employees hired after December 31, 1999; upon completion of six (6) months service, sick leave will be accumulated at the rate of one-half (½) day per month. No employee may accumulate more than a total of sixty (60) days of sick leave.

21.03 A master record of each employee's sick leave, showing the accumulated credit and accredited debits shall be kept by the Association and each employee may at reasonable times, check their current balance.

21.04 Recognized days off shall not be deducted from the accumulated sick leave.

21.05 No employee shall draw during their active service with the Association accumulated sick leave benefits if their absence from work is not due to illness as attested by the certificate of a medical practitioner, if requested.

21.06 Sick leave without pay may be granted at the sole discretion of the Association to an employee who

does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

ARTICLE 22 - GENERAL

22.01 The Caretaker's office shall be made available to all employees of the Association to have their meals and lockers shall be provided for personal items.

22.02 Employees of the Association excluded from the bargaining unit as defined by clause 2.01, shall not perform duties of employees in the bargaining unit except for emergency, training or instructional purposes.

22.03 The Employer shall add the employee's wage rate to the information included on the pay cheque stub.

22.04 Employees shall be paid by direct deposit.

22.04 Health and Safety:

a) The Employer and the Union agree to abide by all Health and Safety Legislation and Regulations currently in effect and as may be amended from time to time, to maintain standards of health and safety in order to prevent accidents, injury, and illness.

b) The Union and the Employer will each have one Health and Safety Representative on the Committee.

c) The Health and Safety representatives shall identify situations that may be a source of danger or hazard to workers and make recommendations to the Manager or designate for the improvement of the health and safety of workers. Meetings for this purpose shall be held quarterly or as required, at such times as mutually agreed upon by both parties or as designated by management.

d) The Union Health and Safety Representative shall be paid for the aforementioned meeting time at the appropriate hourly rate of pay for attendance at such meetings.

e) The Employer agrees to provide all employees with WHMIS Training.

22.05 All employees required to wear steel toed safety boots on the job who are regular employees, as defined in Article 11.03 (b), will be paid an annual boot allowance of two hundred and fifty (\$250.00) dollars between September 1st and October 1st.

ARTICLE 23 – REGISTERED RETIREMENT SAVINGS PLAN

23.01 The Employer agrees to match up to \$1,200 for full-time employees who wish to participate in a Registered Retirement Savings Plan who have at least six (6) months of active service.

ARTICLE 24 - WAGES

23.01 All employees shall move from one level to the next annually based on their anniversary date of hire. Wage rates and classifications shall be as follows:

01/January/2025

CLASSIFICATION	START	Year 1	Year 2	Year 3
FULL TIME OPERATOR	\$25.06	\$26.00	\$26.97	\$27.93
PART TIME ARENA OPERATOR	\$25.06	\$26.00	\$26.97	\$27.93
LEAD CARETAKER OPERATOR	\$21.55			
CARETAKER OPERATOR	\$17.20			

01/January/2026

CLASSIFICATION	START	Year 1	Year 2	Year 3
FULL TIME OPERATOR	\$25.82	\$26.78	\$27.78	\$28.77
PART TIME ARENA OPERATOR	\$25.82	\$26.78	\$27.78	\$28.77
LEAD CARETAKER OPERATOR	\$22.20			
CARETAKER OPERATOR	\$17.20			

01/January/2027

CLASSIFICATION	START	Year 1	Year 2	Year 3
FULL TIME OPERATOR	\$26.60	\$27.59	\$28.62	\$29.64
PART TIME ARENA OPERATOR	\$26.60	\$27.59	\$28.62	\$29.64
LEAD CARETAKER OPERATOR	\$22.87			
CARETAKER OPERATOR	\$17.20			

The **CARETAKER OPERATOR** is a minimum wage position and wage increases do not apply.

ARTICLE 25 - TERMINATION AND AMENDMENTS

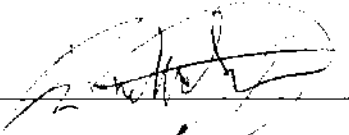
25.01 This agreement shall continue in force and effect from 1 January 2025 to 31 December 2027. Either party to this agreement may, not more than ninety (90) days, and not less than thirty (30) days prior to 31 December 2024, present to the other party in writing proposed terms of a new or further agreement and/or amendments to this agreement and a conference shall be held within fifteen (15) days at which time the parties will commence negotiations on the proposed amendments and/or terms of a new agreement.

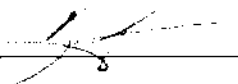
25.02 Unless either party gives to the other party a written notice of termination or a desire to amend this agreement, then it shall continue in effect for a further year without change and so on from year to year

thereafter.

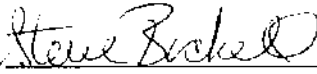
Signed in Sault Ste. Marie, Ontario, this 5th day of Mar., 2025.

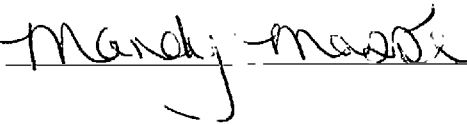
SOO ARENA ASSOCIATION





**CANADIAN UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 4148**





LETTER OF AGREEMENT – STEVE BICKELL

between

SOO ARENA ASSOCIATION

- and -

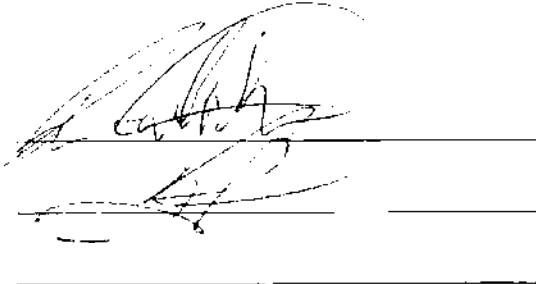
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4148

RE: STEVE BICKELL

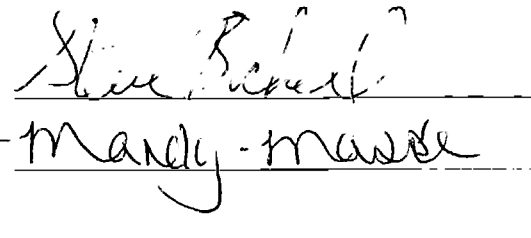
1. It is agreed to perpetuate the error that was made in paying Steve Bickell six (6) days of sick leave as per Article 21.02 (a).
2. This payment will continue for the duration of Steve Bickell's employment with the Soo Arena Association and will not be allowed to exceed six (6) days of sick leave per year.
3. Original signed in Sault Ste. Marie, Ontario, July 3, 2009.

Signed in Sault Ste. Marie, Ontario, this 5th day of March, 2025.

SOO ARENA ASSOCIATION



**CANADIAN UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 4148**



-Mandy-Masse
