National

COLLECTIVE AGREEMENT

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500 (02)

AND

CANLAN ICE SPORTS CORPORATION, HIGHLANDER LOCATION

TERM OF AGREEMENT: NOVEMBER 1, 2001 - OCTOBER 31, 2004

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THIS AGREEMENT MADE THIS _____ DAY OF _____ 2002.

BETWEEN:

CANLAN ICE SPORTS CORPORATION, HIGHLANDER LOCATION
(hereinafter called the Employer),

Party of the First Part

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
(hereinafter called the Union),

Party of the Second Part

ARTICLE 1 - PREAMBLE

101 Whereas it is the desire of both parties to this Agreement:

1) To maintain and improve the harmonious relations and conditions of employment between the Employer and the Union.

2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services.

3) To encourage efficiency in operation.

4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

5) The Union agrees to cooperate fully with management in reducing absenteeism whenever possible and assist in promoting safety in the workplace.

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

Now, therefore, the parties agree as follows:

ARTICLE 2 - DEFINITIONS

General Manager

The representative of the Employer who has been delegated full executive responsibility to manage the Employer's interests.

Facility Manager

The Manager who is responsible directly to the Employer.

Permanent Employee

Any employee of the Employer who, having fulfilled the probationary requirements, occupies a full-time position described in the attached job descriptions and is not a Casual or Probationary employee.

Part-Time employee

Any employee who is required to work regularly but as a rule less than the full normal daily or weekly hours.

Casual Employee

All other employees within the Bargaining Unit who are not Permanent, Part-Time or Probationary employees.

Probationary Employee

Any employee of the Employer who is in the process of fulfilling the probationary requirements of the Employer.

Seniority

The length of service in the bargaining unit and includes all service prior to the date of certification, February 26, 1990, as long as service was not lost in accordance with Article 603.

Regular Hours of Work

The hours or part thereof during which, from day to day, the employee is required by the Employer to be present for, and engaged in, the work or services contemplated by the employment.

Standard Hours of Work

The standard hours of work described in Article 9, paragraph 9.01.

Overtime

Hours of work in excess of standard hours of work.

ARTICLE 3 - RECOGNITION

301 Management Rights

The Union recognizes that it is the exclusive function and right of the Employer to exercise the regular and customary function of management including to hire, promote, demote, transfer, suspend or lay off employees, to direct the working forces of the Employer and to discipline, suspend or discharge for just cause, subject to the terms of this Agreement.

In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

302 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 500 as the sole and exclusive bargaining agent for all it Permanent, Part-Time, Casual and Probationary employees covered by the Certificate No. MLB 4405 located at the Highlander Sportsplex, 1871 Ellice Avenue as issued by the Manitoba Labour Relations Board on the 26th day of February, 1990.

ARTICLE 4 - UNION SECURITY

401

a) All employees in the Bargaining Unit are eligible for Union membership.

b) All employees whose jobs form part of the bargaining unit shall be required to pay, and shall have deducted from their pay, union dues as established from time to time.

402 Work of the Bargaining Unit

Employees of the Employer whose jobs do not form part of the bargaining unit shall not work on any jobs normally performed by employees included in the bargaining unit except for purposes of instruction or experimenting or in emergencies when bargaining unit employees are not available, and provided that

the act of performing the aforementioned operations, in itself, does not reduce the standard hours of work or pay of the bargaining unit members except such employees as may be assigned from time to time from the Employer's workforce of other locations to perform specific functions and excepting all existing contracting out.

ARTICLE 5 - NO DISCRIMINATION

In administering the Collective Agreement, the Employer and the Union agree to comply with all provincial and federal Human Rights legislation and codes of practice. Any disputes arising from this clause may be dealt with through the Grievance Procedure.

ARTICLE 6 - SENIORITY

601 Use

Subject to Article 7, seniority, subject to qualifications, shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs, recall and shifts. Seniority shall operate on a bargaining-unit-wide basis. Seniority of employees shall be based on starting date as long as seniority has not been lost in accordance with Article 603.

There will be a permanent seniority list and a seniority list for all other employees.

602 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

603 Loss of Seniority

a) An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. If an absence because of sickness or accident is to be longer than six (6) months the employee must provide a medical prognosis showing when he will be able to return to work.

b) An employee shall lose his seniority in the event:

1. He/she is discharged for just cause and is not reinstated.

2. He/she resigns.

3. He/she is laid off for a consecutive period longer than one (1) year.

4. He/she fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, or fails to return on day fixed by recall notice given at the time of lay-off unless through sickness (verified by medical report, if requested, specifying the illness and must notify the Employer on the date that work was to commence or prior to this date that the employee was ill) or other just cause reasonably acceptable to the Employer; and in this regard it shall be the responsibility of the employee to keep the Employer informed of his current address.

604 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority. If such an employee later returns to the bargaining unit, he shall be placed in a job consistent with his seniority.

605 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of three (3) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of employment.

ARTICLE 7 - PROMOTIONS AND STAFF CHANGES

701 Recognition of Security

Both parties recognize:

a) the principle of promotion of qualified personnel from within the service of the Employer;

b) that qualifications and seniority will be considered in selecting an employee for internal promotion.

702 Job Postings

When a vacancy occurs or a new position is created, inside of the bargaining unit, the Employer shall post notice of the position on the punch clock bulletin board for a minimum of one (1) week in order that all members will know about the position and be able to make written application therefore.

703 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, required physical condition, skills, shift, wage or salary rate or range. Qualifications may not be established in an unreasonable or discriminatory manner.

704 Method of Making Appointments

In making internal staff changes, transfers within the bargaining unit, or promotions, appointment shall be made of the applicant with the greatest seniority if the applicant has the qualifications required by the Employer.

705 Union Notification

A Union Representative in the Bargaining Unit shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

ARTICLE 8 - LAY-OFFS, RECALLS AND RESIGNATIONS

801 Lay-Off and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority provided they have the necessary qualifications however, permanent employees will not be laid off or have their hours reduced until all part-time, casual and probationary employees have been laid off. Employees shall be recalled in order of their seniority, providing they are qualified to do the work.

802 No New Employees

No new employees will be hired until those laid off have been given an opportunity of re-employment (if qualified).

803 Notice of Lay-Off

The Employer shall notify permanent employees who are to be laid off two (2) weeks before the lay-off is to be effective, when the lay-off is expected to be less than fifteen (15) days. If the lay-off is expected to be longer than fifteen (15) days, the Employer shall notify permanent employees four (4) weeks before the lay-off is to be effective.

If the employee laid off has not had the opportunity to work two (2) or four (4) full weeks after notice of lay-off, he shall be paid in lieu of work for that part of two (2) or four (4) full weeks during which work was not made available. The above will apply to all other employees as well except the notice will be one (1) week, provided however any employee can be laid off without notice for a period not exceeding five (5) working days in case of emergency.

804 The Union shall be notified in writing of all layoffs and reduction in hours prior to the enacting of same.

805 Resignation

Unless otherwise agreed permanent employees shall give two (2) weeks' notice of resignation.

ARTICLE 9 - HOURS OF WORK

901 The standard hours of work during which the Employer may require or permit the employee to work are a maximum of eight (8) hours in any day and a maximum of forty (40) hours in any week. This article may be amended by a Letter of Understanding.

902 The regular hours of work shall be set by the Employer consistent with the needs of the job to be performed,
and shall be consecutive.

903 All employees shall be permitted a paid rest period of fifteen (15) minutes both in the first and in the second half of a shift. Lunch periods shall be as follows:

a) All midnight shifts and Monday through Friday day shifts shall receive a thirty (30) minute unpaid lunch break half way through their shifts or prescheduled as duties permit.

b) All afternoon shifts and day weekend shifts shall receive a twenty (20) minute paid lunch break half way through their shifts or as duties permit.

904 Employees working a shift of more than four (4) hours and six (6) hours or less shall be entitled to one lunch and one 15 minute rest break, employees working a shift of four (4) hours or less shall be entitled to one 15 minute rest break.

905 Shift Selection

a) **Shift selection for permanent employees shall be based upon seniority as outlined in Article 6. Shifts will be posted on a six (6) week schedule at least fourteen (14) days prior to the effective date of the new schedule.**

b) Shift selection for part-time and casual arena attendants shall be conducted as follows:

i) Available shifts will be posted on a six (6) week schedule at least fourteen (14) days prior to the effective date of the new schedule.

ii) Employees will sign up for available shifts in order of seniority. An employee must bid on at least eight (8) shifts per six (6) week schedule and not more than two (2) shifts per week. Shifts cannot be consecutive.

The completed schedule will be posted seven (7) days prior to the effective date of the new schedule.

iii) Employees who are not on the schedule for a particular day will be called in order of seniority to fill a shift vacated due to illness, or other absences, or in the event of additional employee requirements. When additional shifts are known in advance they will be posted and bid upon.

iv) Once shifts have been selected employees are obligated to work their shifts. Should an employee not be able to work the shift due to illness or other unforeseen reason, the employee should contact the Employer. In the event the Employer is not available it will be the responsibility of the employee to contact employees not previously scheduled, in order of seniority in an attempt to fill the shift.

ARTICLE 10 - HOLIDAYS

1001 Statutory Holidays

a) The following days shall be compensated in time off as statutory holidays:

i) New Year's Day
ii) Good Friday
iii) *Easter Monday
iv) Day fixed for celebration of Queen's birthday (May)
v) Canada Day
vi) The Annual Civic Holiday (August)
vii) Labour Day
viii) Thanksgiving Day
ix) Remembrance Day
x) Christmas Day
xi) Boxing Day

*Easter Monday will be compensated the same way as all other statutory holidays except the rate for working on this day will be straight time (rather than time and one half (1 1/2)) in addition to another day off with pay.

b) Public Holiday Falling on Scheduled Work Day and Employee's Day Off

When a statutory holiday falls on an employee's day off, he shall receive a day off with pay in lieu. However, in the case of those employees whose regular work day falls on a holiday and who in fact work on that public holiday, compensating time off at the rate of time and one-half will be granted. Such compensating time for working public holidays may be made continuous with the regular holidays if the Facility Manager can make the necessary arrangements.

In cases where time off is not arranged prior to December 31st of any year, payment shall be made within 30 days following.

c) Every Permanent employee who does not work on an observed statutory holiday shall be paid the equivalent of the wages he would have earned on that day had that day not been a holiday.

d) Part-Time and Casual employees will be compensated or receive time off in accordance with the Employment Standards Act.

1002 Annual Vacation Leave

a) Permanent Employees

i) For the purpose of this Agreement, a vacation year is a twelve (12) month period beginning the first day of January and ending on the following thirty-first day of December.

ii) Permanent employees who have less than one (1) vacation year of employment shall be eligible for vacation with pay (on a pro-rated

basis in direct relation to amount of time employed with the Employer) during the next ensuing vacation year.

iii) Permanent employees who complete one (1) and two (2) vacation years of continuous employment shall be eligible for a vacation with pay of two (2) calendar weeks ten [(10) working days)].

iv) Permanent employees who complete three (3) years of continuous employment shall be eligible for a vacation with pay of three (3) calendar weeks [(15) working days].

v) Permanent employees who complete seven (7) years of continuous employment shall be eligible for a vacation with pay of four (4) calendar weeks [twenty (20) working days].

vi) Permanent employees who complete fifteen (15) years or more years of continuous employment shall be eligible for a vacation with pay of five (5) weeks [twenty-five (25) working days].

vii) Vacation schedules shall be posted by May 1 of each year. The Employer will be responsible for arranging the vacation schedule, taking into consideration the requests of the employees wherever possible, seniority, as well as operational requirements. The Employer shall advise employees regarding their vacation requests within one (1) week of the application.

viii) Vacation leave, in any vacation year, must be earned by the completion of one (1) year's continuous service in the previous year.

ix) The manager may authorize that vacation leave be carried forward to the next following year to supplement the vacation period in that year, but in no case will a vacation carryover be allowed which comprises more than one (1) previous year's vacation entitlement.

b) Part-Time and Casual Employees

All Part-Time, Casual or probationary employees shall be eligible to receive, on request, the same amount of vacation time as permanent employees based upon calendar years of service as of the first day of January each year. However, these employees shall receive their vacation pay with each pay cheque based on the following percentage:

i) 0 to 5 years' service as of January 1st - 4% of wages (effective January 1, 1993, 0 to 4 years' service - 4% of wages).

ii) 6 or more years' service as of January 1st - 6% of wages (effective January 1, 1993 - 5 to 13 years' service - 6% of wages).

iii) 14 years or more years' service as of January 1st - 8% of wages.

iv) Such vacation pay shall be paid bi-weekly. Casual employees may elect, in writing, to have their vacation pay accumulated.

1003 In December of each year the Employer shall advise each employee, in writing, of the amount of annual vacation leave used/accrued.

ARTICLE 11 - SICK LEAVE BENEFITS

1101 Policy

a) Every Permanent employee, who through sickness is incapacitated for the performance of his duties, will be allowed full pay for such periods of sickness, but only to the extent that he has at the time of payment, equivalent sick leave benefits accumulated.

b) Casual and Part-Time employees will not be eligible for sick leave benefits.

c) Sick leave benefit will be paid only if the employee has notified the Employer immediately of his sickness.

d) The Employer and Union agree that suspected abuses of sick leave will be investigated and proven instances of abuse may result in disciplinary action being taken against the employee including suspension or dismissal.

e) Sickness While on Vacation

Where an employee on vacation becomes ill to the extent that he requires the services of a medical practitioner, provided such illness is shown to be in excess of three (3) days, such employee shall be allowed to use his sick leave credits for the period the medical practitioner states he would have been unable to carry out his duties at work, but any further vacation has to be arranged with the Employer.

1102 Annual Paid Sick Leave

All Permanent employees accumulate paid sick leave credits at the rate of one (1) day per month up to a maximum of seven (7) days. There shall be no accumulation of sick leave beyond seven (7) days.

1103 Illness of Family Members

An employee shall be allowed to utilize a maximum of two (2) days per year of accumulated sick leave credits for the purpose of providing care for his spouse, dependent child **or parent** who is ill.

1104 Sick Pay at Lay-Off and Recall

When an employee is laid off on account of lack of work he shall not receive sick leave credits for the period of such absence, but shall retain his cumulative credit, if any, existing at the time of such layoff for the remainder of the year. In cases where an employee is off work due to sickness and in receipt of sick pay, he shall be notified by the Employer, in writing to his last known address, of the fact that his seniority group has been laid off and his sick pay stopped as of the particular date. The reverse procedure will also apply. When an employee is called back to work within the year and cannot do so due to illness, he can start using any sick leave credits he may have accrued. This provision will not apply to intermittent work of a short duration, i.e. one week or less.

ARTICLE 12 - PAY

1201 Rates of pay

The rates of pay for the various classifications for the duration of this Agreement shall be as set out in the attached salary schedule.

1202 Pay Days

a) All employees shall be paid bi-weekly, on a Friday, prior to noon hour whenever possible.

b) If a pay day falls on a holiday then wages shall be paid on the preceding day.

1203 Job Descriptions

a) The Employer and the Union agree to the attached job descriptions for all positions listed in the Wage Schedule.

b) No changes to these job descriptions will be considered in effect until the Union has received the proposed revisions or amendments and been given the opportunity to discuss them with the Employer.

c) The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are materially increased or changed, or where the Union or Employee feels the job is incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. In the event the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date in change in the job duties.

d) Employees directed to perform the duties and/or responsibilities of a higher rated position shall receive the rate for the higher position.

ARTICLE 13 - OVERTIME

1301 Overtime Rates

Where overtime work is required, overtime rates will be as follows:

a) On A Standard Work Day

Time and one-half (1 1/2) will be paid for all time worked in excess of the standard work day.

b) On A Regularly Scheduled Day Off

Time and one-half (1 1/2) for all time worked.

c) On A Statutory Holiday

Time and one-half (1 1/2) for all time worked (except Easter Monday is as per article 9.01 (a)) and in addition regular pay for the Statutory Holiday or another day off with regular pay at a time mutually agreeable between the employee and the Employer.

1302 No Lay-Off to Compensate for Overtime

Employees shall not be required to lay-off during regular hours to equalize any overtime worked.

1303 Call Out

Employees called back to work by management outside of regular work hours shall be compensated by not less than three (3) hours of straight time pay.

1304 Banking of Overtime

An employee has the option of being paid for overtime or accumulating it up to the maximum of one hundred and twenty (120) hours. Accumulated overtime credits shall be taken off at a time mutually agreed to by the employee and the Manager. If an employee wishes to cash out his accumulated time the Employer will pay for the overtime at the rates in effect when it was accumulated. For the purposes of this paragraph, the maximum accumulation of one hundred and twenty (120) hours includes all banked overtime and banked general holiday time.

ARTICLE 14 - LABOUR MANAGEMENT RELATIONS

1401 Representation

The Union will supply the Employer with the names of its Officers and Committee. Similarly, the Employer will, if requested supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

1402 Negotiating Committee

A Negotiating Committee shall be appointed and consist of not more than three (3) members of the employees and a Representative of CUPE. The Union will advise the Employer of the Union appointees.

1403 Function of Negotiating Committee

All matters of mutual concern pertaining to performance of work, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred to the Negotiating Committee for discussion and settlement unless covered by this Collective Agreement.

1404 Representation of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer, such representatives shall have access to the Employer's premises upon approval by Employer of place, time and location in order to investigate and assist in the settlement of a grievance.

ARTICLE 15 - GRIEVANCE PROCEDURE

1501 Should any employee subject to this Agreement believe he/she has been unjustly dealt with or that any of the provisions of the Agreement have been violated, he/she shall proceed with his/her grievance in the following manner:

Step l

Within fifteen (15) working days of the event in question or the consequences of the event in question or from the time an employee should reasonably have known of the occurrence of the event upon which the grievance is based, the employee(s) shall, with the assistance of a representative of the Union, if he/she so desires, take up the matter with the Facility Manager, who shall render his decision within three (3) working days. Notification of grievance must be in writing.

Step 2

Failing satisfactory settlement in Step l, the Negotiating Committee of the Union or a staff representative of the Union shall within fifteen (15) working days from the date the grievance was taken up with the Facility Manager, submit to the General Manager a written statement of the particulars of the grievance and redress sought. The General Manager shall render his decision, in writing, within ten (10) working days after receiving the grievance.

Step 3

Failing satisfactory settlement being reached in Step 2, the Union shall, within 45 working days (15
working days in the case of dismissal) from the day the decision of the General Manager was received by the Union, refer the grievance to Arbitration.

1502 Notwithstanding the time limits specified above, longer time limits may be substituted therefore by mutual agreement.

1503 The Union and its representatives may originate a policy 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 the General Manager level.

ARTICLE 16 - ARBITRATION

1601 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of this Agreement, indicating the name of its nominee on an Arbitration Board. Within

ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) arbitrators shall then meet to select an impartial chairman.

1602 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairman within seven (7) days of appointment, the appointment shall be made by the Manitoba Labour Board, upon the request of either party. Provision may also be made for a single arbitrator from a list agreed upon by the parties in advance.

1603 Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within fifteen (15) days from the time the Arbitration hearings are concluded.

1604 Decisions 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 Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration 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 any dismissal or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

1605 Disagreement on Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision. Such application shall be made within three (3) days of the receipt of the decision (Award).

1606 Expenses of the Board

Each party shall pay:

a) Fees and expenses of the arbitrator it appoints;

b) One-half the fees and expenses of the Chairman.

1607 Amending of Time Limits

The time limits fixed in the arbitration procedure may be extended by consent of the parties to this Agreement.

1608 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and 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.

ARTICLE 17 - DISCIPLINE

1701 Full Investigation

Disciplinary action, including suspension or dismissal of any employee will be taken only after a full investigation has been made. The full investigation shall include the following:

a) The Employer will cause the employee concerned to be informed of the complaint and that a meeting will be held at a time and place determined by the Employer.

b) The employee affected will be given an opportunity to make representation at the hearing on his behalf either personally or with the assistance of a representative of the Union, if he so desires.

c) In cases of alleged serious personal misconduct (eg. drunk on the job, theft), the Employer may suspend an employee pending the full investigation above referred to which shall be conducted as soon as possible.

1702 The Employer shall not discipline or dismiss any employee bound by this Agreement except for just cause.

1703 Right of Appeal

In any case of disciplinary action, the employee, or the Union on his behalf shall have the right of appeal as provided by this Agreement.

1704 **Right to Personnel File**

The Employer agrees that an employee shall have access to his/her personnel file.

ARTICLE 18 - LEAVE OF ABSENCE

1801 Bereavement Leave

An employee who has completed his probationary period with the Employer shall, at his request, be granted up to **five (5)** working days' leave with pay in the event of a death of a spouse, child, mother, father, brother or sister.

Three (3) working days' leave; two (2) days with pay and one (1) day without pay shall be granted in the event of a death of a father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, grandparents-in-law, grandchild.

The Employer will consider additional leave without pay on request.

1802 Pallbearer Leave

An employee who has completed the probationary period shall upon request be granted up to one (1) day leave without pay to attend a funeral as a pallbearer.

1803 Union Leave

Leave of absence to attend union business will be granted by the Manager to employees, subject to operational requirements. Such applications shall be made in writing.

The Union shall reimburse the Employer 125% of the wages paid such employees during the approved absence, in recognition of the wages, costs and benefits. Such leave shall be neither unreasonably requested or unreasonably denied.

The Employer will pay for all actual time missed from a shift to attend negotiations up to a maximum of forty (40) hours (in total) in a calendar year.

1804 **Parenting Leave**

Parenting leave consists of maternity leave and parental leave. Parental leave includes paternity and adoption leave.

1805 **Maternity/Parental Leave**

An employee shall receive maternity leave of seventeen (17) weeks and parental leave of thirty-seven (37) weeks without pay, subject to the following conditions:

(a) An employee must have completed seven (7) months' employment as of the intended date of leave unless otherwise agreed to by the Employer.

(b) An employee must submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence such leave; is entitled to, and shall be granted, parental leave consisting of a continuous period of up to thirty-seven (37) weeks;

(c) Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiration of the maternity leave without a return to work after the expiration of the maternity leave and before commencement of the parental leave, unless the employee and the Employer otherwise agree or an applicable Collective Agreement otherwise provides;

(d) An employee who wishes to resume her employment on the expiration of leave granted to her in accordance with this section shall be reinstated by her Employer in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits;

(e) For the purpose of calculating benefits of an employee to whom leave is granted in accordance with this section, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.

(f) Upon meeting the requirements of Articles 19.03(A) and 19.03(B), and receiving the entitlement to leave the employee who wishes to resume her employment following the minimum six (6) week period, shall be:

(1) Reinstated by the Employer, during the six (6) to ten (10) week postnatal period, in a position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

(2) **The employee must advise the Employer, at least two (2) weeks in advance of her intended return date.**

(3) **The Employer may require an employee to take a medical examination at the Employer's expense prior to returning to work from maternity leave to establish that her health will permit her to return.**

Parental Leave – Paternity

An employee shall receive parental leave of thirty-seven (37) weeks, without pay, subject to the following conditions:

(a) **He becomes the natural father of a child and assumes actual care and custody of his child;**

(b) **He has completed seven (7) months' employment as of the date of the intended leave;**

(c) **He submits to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;**

(d) **Parental leave must be completed not later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee;**

(e) **An employee who wishes to resume his employment on the expiration of leave granted to him in accordance with this section shall be reinstated by his Employer in the position occupied by him at the time such leave commenced or in a comparable position with not less than the same wages and benefits;**

(f) **For the purpose of calculating benefits of an employee to whom leave is granted in accordance with this section, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.**

Parental Leave – Adoption

An employee shall receive parental leave without pay of up to thirty-seven (37) weeks subject to the following conditions:

(a) **An employee must adopt a child under the laws of the province;**

(b) **An employee may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings;**

(c) **An employee has completed seven (7) month's employment as of the date of the intended leave;**

(d) **Parental leave must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee;**

(e) **An employee who wishes to resume her employment on the expiration of leave granted to her in accordance with this section shall be reinstated by her Employer in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits.**

(f) **For the purpose of calculating benefits of an employee to whom leave is granted in accordance with this section, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.**

1806 General Leave

An employee may be granted leave of absence without pay and without loss of seniority for compassionate or other reasons at the sole discretion of the Employer.

1807 **Jury Duty**

Where an employee is called for jury duty the employee will be placed on a paid leave of absence for the duration of the duty. Employees will remit to Canlan Ice Sports any money paid to them by the Court. Meal allowance payments by the Courts need not be submitted to the Company.

ARTICLE 19 - BENEFITS

1901 All benefits shall apply to permanent employees only.

1902 The following benefits are 100% employer-paid: (see appended Canlan booklet for plan details):

- Dental

- Vision Care
- Extended Health
- Long Term Disability
- Short Term Disability

1903 All other benefits, including life insurance, dependent life insurance, accidental death and dismemberment and RRSP's, will be cost shared by the employee on 50% basis, should the employee elect such coverage.

1904 Pension Benefits

The following employees shall remain members of the Civic Employees Pension Plan, as per the provisions of the September, 1994 Memorandum of Agreement:

- Jamie Fisher
- Don Swanson
- John Penner
- Judy Flack

ARTICLE 20 - HEALTH & SAFETY

The Union and Employer agree to the necessity of a safe work environment and therefore agree to the formation of a joint Health and Safety Committee consisting of two (2) workers elected by the employees and two (2) management appointed by the Employer. Meetings shall take place every three (3) months.

ARTICLE 21 - UNIFORMS

The Employer will supply uniforms at the Employer's cost if, at the discretion of the Employer, a uniform is required.

Uniforms supplied must be worn and shall be maintained at the employee's cost.

On termination of employment all uniforms supplied must be returned to the Employer. If the employee fails to return uniforms, a reasonable charge will be levied and deducted from the last pay.

Uniform for rink attendants and cleaners:

- 2 pairs pants
- 2 shirts
- lined jacket for ice rink
- vest

ARTICLE 22 - TERMS OF AGREEMENT

2201 Effective Date

This Agreement shall be binding and remain in effect from **November 1, 2001 to October 31, 2004** and shall continue from year to year thereafter unless either party gives to the other party notice in writing not more than ninety (90) and not less than thirty (30) days prior to the 31st of December in any year that it desires its termination or amendment.

2202 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

2203 Notice of Changes

Either party desiring to propose changes or amendments to this Agreement shall, not more than ninety (90) and not less than thirty (30) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

2204 Agreement to Continue in Force

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

a) The notice shall state specifically the revisions restricted thereto, unless the parties otherwise mutually agree;

b) Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms, mutually agreed upon, shall
unless otherwise specified, apply retroactively to that date.

SIGNED ON BEHALF OF
THE CANADIAN UNION OF PUBLIC
EMPLOYEES

SIGNED ON BEHALF OF
CANLAN ICE SPORTS
CORPORATION, HIGHLANDER
LOCATION

VP. FINANCE
Canlan Ice Sports Corp

SEPT. 11, 2002
DATE

dmw/ac/ljb/pr/2002-07-15
opeiu 491

SALARY SCHEDULE

	Nov. 1 2001	Nov. 1 2002 (2%)*	Nov. 1 2003 (2%)*
Senior Arena Attendant/Maintenance	$16.54	$16.87	$17.21
Arena Attendant I (with ticket)*	$14.51	$14.80	$15.10
Arena Attendant 2	$13.31	$13.58	$13.85
Head Custodian	$11.19	$11.41	$11.64
Other Custodians	$10.00	$10.20	$10.40

Arena Attendant II's who work full-time hours continuously for six (6) months and maintain full-time hours will be paid at the Arena Attendant I rate of pay for all hours thereafter.

1999 Increase all classifications by the average movement in the Winnipeg CPI rate for the twelve (12) month period prior to November 1999, on November 1, 1999. Specifically, the increase will be an amount equal to the percentage increase resulting from the mean average of the twelve (12) monthly Consumer Price Index figures for the period November 1998 to October 1999 (Winnipeg Region – all items) compared to the mean average of the twelve (12) monthly Consumer Price Index figures for the preceding twelve (12) month period, November 1997 to October 1998.

2000 Increase all classifications by the Average Winnipeg CPI rate for the twelve (12) month period prior to November 2000, on November 1, 2000 (using the same formula as in 1999).

***COLA Clause Trigger**

3.5% - Meaning once the average Winnipeg CPI rate reaches 3.5% the COLA clause as described on Page 25 of the Collective Agreement is activated and will pay out as per the formula for increases to the average Winnipeg CPI rate above 3.5%.

Those individuals who meet the criteria to be paid the Arena Attendant I rate of pay shall receive 50% of increase November 1, 2001 and 50% November 1, 2002.

$100.00 Signing Bonus

A $100.00 signing bonus will be effective the date of signing to employees whose hours of work average thirty-five (35) hours or more per week.

dmw/ac/ljb/pr/opeiu 491/2002-07-15

LETTER OF UNDERSTANDING

TO BE ATTACHED TO AND FORM PART OF THE

COLLECTIVE AGREEMENT

BETWEEN

CANLAN ICE SPORTS CORPORATION, HIGHLANDER LOCATION

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 500

RE: 10 HOUR SHIFTS

The two parties agree to the implementation of ten (10) hour shifts for the arena workers at the Highlander, subject to the terms and conditions outlined below:

1. Part-time and permanent arena workers at the Highlander will be scheduled to work ten (10) hour shifts at straight time rates. The weekly hours of work will not exceed forty (40) hours per week. All hours worked beyond ten (10) hours per day or forty (40) hours per week will be paid at the applicable overtime rates.

2. All permanent and part-time arena workers can participate in the ten (10) hour shifts. Such participation is voluntary, however, employees cannot opt in and out of the ten (10) hour shift arrangements; they are either in or out.

3. Vacations – For the purpose of calculating vacation entitlement, one (1) week of vacation will be forty (40) hours.

4. Public Holiday – Employees shall be paid for ten (10) hours on a stat holiday where they receive the day off. Employees who work on the stat holiday will also receive the applicable overtime rates in accordance with the Collective Agreement for all hours actually worked in addition to the ten (10) hours for the stat.

5. Bereavement Leave – Four (4) working days leave with pay will be considered forty (40) hours; two (2) working days leave with pay will be considered sixteen (16) hours. If this period of time does not provide either three (3) or two (2) days off respectively, the employee will be entitled to use banked time or vacation time or leave with pay.

6. Sick Leave – Where specified in the Agreement, employees shall accumulate paid sick leave credits at the rate of one (1) day per month to a maximum of seven (7) days or fifty-six (56) hours per year.

This letter of Understanding will remain in effect for the period of time that the Collective Agreement remains in effect. Either party may cancel this Letter of Understanding by providing sixty (60) days' written notice.

SIGNED this 11TH day of SEPTEMBER 2002

ON BEHALF OF THE UNION	ON BEHALF OF THE EMPLOYER
	VP-FINANCE
	Canlan Ice Sports Corp.

DE/pr
opeiu 491

HIGHLANDER SPORTSPLEX

POSITION: Senior Arena Attendant/Building Engineer

DUTIES AND RESPONSIBILITIES:

1. Maintains adequate plant and maintenance records.
2. Prepares reports as required.
3. Ensures that a high quality of daily maintenance and custodial duties are performed.
4. Maintains a proficient level of safety practices and procedures.
5. May direct junior employees and contractors as required.
6. Performs construction and maintenance tasks such as carpentry, painting, plumbing, electrical, etc. below the trades level.
7. Response to emergency call out duty as required.
8. Performs other related duties, as assigned.

QUALIFICATIONS:

1. Grade X education and/or supplemented by a relevant combination of training and experience.
2. Must possess a Refrigeration Certificate and a 5th Class Power Engineer's Certificate.
3. Must have demonstrated knowledge, abilities, and skills to carry out the duties of the position.
4. Ability to read blueprints and interpret specifications.
5. Ability to understand and execute oral and written instructions.
6. Capable of handling power and hand tools safely.
7. Must be physically fit.
8. Must have a valid driver's license.

9. Ability to deal satisfactorily with the general public and other staff.

10. Must have demonstrated some supervisory ability.

HIGHLANDER SPORTSPLEX

POSITION: Arena Attendant 1/Maintenance
Arena Attendant 2/Maintenance

DUTIES AND RESPONSIBILITIES:

1. Operates all ice maintenance equipment.
2. Makes regular inspections of plant and related equipment.
3. Ensures that a high quality of daily maintenance and custodial duties are performed.
4. Make necessary reports as required.
5. Perform a variety of maintenance repairs as necessary.
6. Maintains a proficient level of safety practices and operating procedures.
7. Performs any other related duties as required.
8. Works assigned shift schedule as required.
9. Capable of handling power and hand tools safely.
10. Response to emergency call out duty as required.
11. Perform such other duties in maintenance as may be required including operate tractor for snow removal, general snow removal and grass cuttings.
12. General clean up of debris from Highlander property outside of the Building.

QUALIFICATIONS:

1. Grade X plus relevant technical course or equivalent combination of training and experience.
2. Must possess a Refrigeration Certificate.
3. Have demonstrated the knowledge and capabilities required to perform the duties of the position.
4. Must be physically fit.

5. Ability to deal satisfactorily and courteously with the staff and general public.

6. Must be willing to obtain a First Aid Certificate.

7. Must be semi-skilled in the use of hand and power tools.

8. Understand and execute written and oral instructions.

HIGHLANDER SPORTSPLEX

POSITION: Head Custodian

DUTIES AND RESPONSIBILITIES:

1. Performs custodial duties in Sportsplex such as sweeping, mopping, waxing floors, cleaning sinks, vacuuming, cleaning and disinfecting toilets and urinals, and replenishing supplies in washrooms.

2. Maintains inventory of cleaning supplies and orders new supplies as necessary.

3. Washes windows, glass partitions, mirrors and painted surfaces.

4. Empties and cleans paper baskets, ashtrays, disposal units, dusts fixtures, furniture, telephones, desks, filing cabinets, etc.

5. Snow removal, grass cutting and some minor painting and related duties.

6. Performs other duties consistent with the classification as required.

QUALIFICATIONS:

1. Grade VIII or an equivalent combination of training and experience.

2. Must be physically capable of performing the duties of this position.

3. Must be capable of working from ladders and scaffolds.

4. Must be able to understand and follow written and/or oral instructions.

5. Demonstrated ability to work with minimum supervision.