



CUPE LOCAL 500

AND

**SOUTHDALE RECREATION
ASSOCIATION**

COLLECTIVE AGREEMENT

NOVEMBER 28, 2012 - AUGUST 31, 2016

ARTICLE 1 - PREAMBLE

- 1.01 Whereas it is the desire of both parties to this Agreement:
- a) To maintain and improve the harmonious relations and conditions of employment between the Employer and the Union.
 - b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services.
 - c) To encourage efficiency in operation.
 - d) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
 - e) The Union agrees to cooperate fully with management in reducing absenteeism whenever possible and assist in promoting safety in the workplace.
- 1.02 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

Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.

- 2.01 a) Arena Manager
- The representative of the Employer who has been delegated full executive responsibility to manage the Employer's interests.
- b) Permanent Employee
- Any permanent employee of the Employer who, having fulfilled the probationary requirements, occupies a position and is not a Casual or Probationary employee.
- c) Part-time employee
- Any employee who is required to work regularly but as a rule less than the full normal daily or weekly hours.

d) Casual Employee

All other employees within the Bargaining Unit who are not permanent, part-time or probationary employees.

The words "casual employee" shall mean a person who replaces an absent employee or is called in to supplement staff coverage in emergent situations. The terms of this Agreement shall apply to the casual employee except:

- (i) Casual employees shall receive vacation pay biweekly at the rate of four percent (4%) of regular hours worked in a biweekly pay period.
- (ii) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
- (iii) Casual employees who are required to work on a recognized holiday shall be paid at the rate specified in Article 1001.
- (iv) The Employer agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual employee received any payment in accordance with the terms above.
- (v) In the event that there are no earnings during a pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- (vi) A casual employee reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours pay at their basic rate of pay.

e) Probationary Employee

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

f) Seniority

The length of service in the bargaining unit in their respective part-time and full-time lists that includes all service prior to the date of certification, November 28, 2012, as long as service was not lost in accordance with Article 6.03.

g) 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.

i) Overtime

Hours of work in excess of standard hours of work.

ARTICLE 3 - RECOGNITION

3.01 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 layoff 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.

3.02 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 500 as the sole and exclusive bargaining agent for all its permanent, part-time, casual and probationary employees covered by the Certificate No. MLB-6910 located at 254 Lakewood Boulevard, Winnipeg, Manitoba, R2J 3A2, as issued by the Manitoba Labour Relations Board on November 28, 2012.

ARTICLE 4 - UNION SECURITY

4.01 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.

4.02 Work of the Bargaining Unit

Employees of Southdale Recreation Association (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 work force of other locations to perform specific functions.

4.03 Familiarization of New Employees

Each newly hired employee shall be introduced to the Shop Steward at the first opportunity where, when doing so, does not cause undue interruption of the performance of the duties of the Shop Steward. In any event, such introduction shall take place within one (1) week of the date of hiring. The Shop Steward shall provide a copy of the Collective Agreement to the new employee(s) and shall familiarize the new employee(s) with the terms and conditions as set out in the Collective Agreement. Further, such introduction shall normally be for a period of fifteen (15) minutes and shall be conducted on Employer paid time for both the new member and the Shop Steward.

4.04 The Shop Steward selected by the Union and recognized by the Employer shall be allowed reasonable time off during working hours where it is required in connection with the handling of a grievance provided that permission is received in advance from his/her supervisor. Such permission shall not be unreasonably withheld and time spent in handling grievances shall be considered time worked.

4.05 Successor Status

All rights, privileges, obligations and conditions contained herein shall automatically be assumed by any Company who carries on the business of Southdale Recreation Association, through the sale, lease, sublease, rental, transfer or assumption into receivership of the business carried on at Southdale Recreation Association located at 254 Lakewood Boulevard, Winnipeg, Manitoba.

ARTICLE 5 - RESPECTFUL WORKPLACE - NO HARASSMENT

5.01 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace, which is free from discrimination and harassment.

5.02 The parties agree that there shall be no discrimination based on:

- ancestry, including colour and perceived race
- ethnic background or origin
- age
- nationality or national origin
- political belief, association or activity
- religion or creed

- sex, including pregnancy
- marital status or family status
- sexual orientation
- physical or mental disability
- place of residence
- membership or non-membership or activity in the union

5.03 The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in a confidential manner by the Employer, the Union and the employee(s).

5.04 The definition of harassment shall consist of the definition contained in the *Human Rights Code* and shall further include the definition of harassment set out in the Workplace Harassment Policy.

Employees are encouraged to review the Harassment Policy jointly developed by the Employer and the Union in the Employer's Policy Manual or available from a member of the Local Union Executive.

ARTICLE 6 - SENIORITY

6.01 Use

Subject to Article 7, seniority, subject to qualifications, shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, recall and shifts and reductions in hours of work. Seniority shall operate on a bargaining-unit-wide basis within the part-time and full-time groups. Seniority of employees shall be based on starting date as long as seniority has not been lost in accordance with Article 6.03.

6.02 Seniority List

The Employer shall maintain part-time and full-time seniority lists 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.

6.03 Loss of Seniority

- a) An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff, 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:
- (i) He/she is discharged for just cause and is not reinstated.
 - (ii) He/she resigns.
 - (iii) He/she is laid off for a consecutive period longer than one (1) year.
 - (iv) He/she fails to return to work within seven (7) calendar days following a layoff 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 layoff 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.

6.04 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.

6.05 Probationary Employees

Newly hired full time employees shall be considered on a probationary basis for a period of three (3) months from the date of hiring. Newly hired part-time or casual employees will have their probationary period prorated based on actual hours worked to a maximum of six (6) months. 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

7.01 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.

7.02 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 to all employees 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.

7.03 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.

7.04 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.

7.05 Union Notification

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

ARTICLE 8 - LAYOFFS, RECALLS AND RESIGNATIONS

8.01 Layoff and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, 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.

8.02 No New Employees

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

8.03 Notice of Layoff

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

The notice period and payment would be waived if closure of the center was due to extraordinary circumstance such as fire, flood or building closure by the City.

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

8.05 Resignation

The Employer respects the right of employees to voluntarily terminate (resign) their employment at any time.

The Employer and the Union agree and recommend the following process to employees who desire to voluntarily terminate their employment:

- a) The employee should provide the Employer with written notice of their resignation. Such notice should include the date the employee delivers their notice (date of notice) and their intended last day of work. The recommended notice period is a minimum of two (2) weeks (fourteen calendar days).

- b) The Employer and the Union mutually agree to a forty-eight (48) hour period subsequent to the date of notice where the employee may rescind their resignation.
- c) The Company and the Union recommend that employees who are voluntarily terminating their employment meet with their direct supervisor to discuss their reasons for leaving.

8.06 Severance Pay

Where as a result of a long term layoff (six [6] months or greater) and the employee elects severance in lieu of recall rights as outlined in Article 8 at time of layoff, or upon the termination of any employee except for just and reasonable cause, and the employee has completed a minimum two (2) years of employment, the Employer agrees to pay one (1) week's severance pay for every two (2) years of service (or portion thereof), to a maximum of four (4) weeks' pay. One (1) week's pay will be based on the average of the previously fully completed four (4) pay periods. Upon payment of severance pay to an employee, said employee loses all right under the Collective Agreement and is permanently terminated from the Employer. Part-time employers will receive prorated payment.

ARTICLE 9 - HOURS OF WORK

- 9.01 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 a day or (10) hours in a day if mutually agreed as part of a regular shift and a maximum of forty (40) hours a in any week. This article may be amended by a letter of understanding.
- 9.02 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.
- 9.03 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 shifts shall receive a thirty (30) minute paid lunch break half way through their shifts or prescheduled as duties permit.
- 9.04 Employees working a shift of more than four (4) hours and six (6) hours or less shall be entitled to one lunch and one fifteen (15) minute rest break, employees working a shift of four (4) hours or less shall be entitled to one fifteen (15) minute rest break.
- 9.05 Schedule's Integrity
 - a) No substitutions of shifts between employees shall occur without the consent of the Company.

b) Less Than Eight (8) Hours

Where an employee is scheduled for less than eight (8) hours in a day, the shift cannot be extended unless by consent of the employee.

c) Up-to-date Schedules

It is the Employer's responsibility to keep the work schedule up-to-date and to ensure that any changes are clearly noted in ink and legible. In situations other than emergencies, an individual scheduled employee is entitled to twenty-four (24) hours' notice of any change in his/her respective work schedule.

9.06 Minimum Rest Between Shifts

The Company agrees that there shall be:

- a) for conventional shift, a minimum of eight (8) hours rest between shifts, or
- b) for modified workweek shifts, a minimum of ten (10) hours rest between 10 hour shifts and 11.5 hour shifts.

ARTICLE 10 – HOLIDAYS

Effective January 1, 2013

10.01 Statutory Holidays

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

- (i) New Year's Day
- (ii) Good Friday
- (iii) Louis Riel Day (3rd Monday in February)
- (iv) Day fixed for celebration of Queen's birthday (May)
- (v) Canada Day
- (vi) August Civic Holiday
- (vii) Labour Day
- (viii) Thanksgiving Day
- (ix) Christmas Day
- (x) Boxing Day

or any other statutory holiday declared by the provincial government.

e) 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 of one day will be granted. Such compensating time for working public holidays may be made continuous with the regular holidays if the Arena 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 thirty (30) days following.

- f) 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.
- g) Part-time and casual employees will be compensated or receive time off in accordance with the *Employment Standards Act*.

10.02

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 September and ending on the following last day of August.
- (ii) Permanent employees who have less than one (1) vacation year of employment shall be eligible for vacation with pay (on a prorated 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) year of continuous employment shall be eligible for a vacation with pay of two (2) weeks.
- (iv) Permanent employees who complete three (3) years of continuous employment shall be eligible for a vacation with pay of three (3) weeks.
- (v) Permanent employees who complete seven (7) years of continuous employment shall be eligible for a vacation with pay of four (4) weeks).

- (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.
- (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 paycheque based on the following percentage:

- (i) 0 to 3 years' service as of January 1st - 4% of wages.
- (ii) 3 or more years' service as of January 1st - 6% of wages.
- (iii) 7 years or more years' service as of January 1st - 8% of wages.
- (iv) 15 years of service as of January 1st – 10% of wages.
- (v) Such vacation pay shall be paid biweekly. Casual employees may elect, in writing, to have their vacation pay accumulated.

10.03 In August 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

11.01 Policy

- a) Every 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) Sick leave benefit will be paid only if the employee has notified the Employer immediately of his sickness.
- c) Employees who are absent due to illness for three (3) or greater consecutive days will provide a medical certificate (doctor's note) to substantiate the absence. In cases of suspected abuse the employer has the right to request a medical certificate at any time.
- 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.

11.02 Earned Paid Sick Leave

- a) All permanent employees earn paid sick leave at the rate of one (1) day per month to a maximum of thirty (30) days.
- b) Earning of sick leave credits will commence once an employee has completed their probationary period.
- c) The unused portion of an employees sick leave shall accrue for his/her future use up to a maximum of thirty (30) days.

11.03 Illness of Family Members

An employee shall be allowed to utilize a maximum of four (4) days per year of accumulated sick leave credits for the purpose of providing care for his/her spouse, dependent child or parent who is ill.

11.04 Sick Pay at Layoff 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

12.01 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.

12.02 Pay Days

All employees shall be paid bi-weekly, on a Friday.

12.03 Acting Pay

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

ARTICLE 13 – OVERTIME

13.01 Overtime Rates

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

a) On a Standard Work Day

Time and one-half (1½) will be paid for all hours worked in excess of the standard work day.

b) On a Regularly Scheduled Day Off

Time and one-half (1½) will be paid for hours worked on a regularly scheduled day off.

c) On a Statutory Holiday

Time and one-half (1½) for all time worked 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.

13.02 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

13.04 Banking of Overtime and Stat time

An employee has the option of being paid for overtime /stat time or accumulating it up to maximum of eighty (8) hours. Accumulated overtime/stat time 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/stat time at the rates in effect when it was accumulated. For the purpose of this paragraph, the maximum accumulation of eighty (80) hours included all banked overtime and banked general holiday time.

ARTICLE 14 - LABOUR MANAGEMENT RELATIONS

14.01 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.

14.02 Negotiating Committee

A Negotiating Committee shall be appointed and consist of not more than two (2) members of the employees and a Representative of CUPE. The Union will advise the employer of the union appointees.

14.03 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.

14.04 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

15.01 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:

Complaint Stage

The parties recognize the mutual benefit of early resolution so any concerns or complaints should be brought to the Arena Manager as the absolute earliest possibility to ensure a quick resolution if possible. The employee can be assisted by a Union representative if required. If the complaint is not resolved at this level then the Union or the employee would move to the formal grievance process in Step 1.

Step 1

Within 15 calendar 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 which the grievance is based, the employee shall, with the assistance of the a representative of the union, if he/she so desires, file a grievance with the Arena Manager. The Arena Manager shall render a written decision within 5 calendar days of the grievance meeting.

Step 2

Failing satisfactory settlement in Step 1, the Union or a staff representative of the Union shall within fifteen (15) calendar days from the date the grievance was taken up with the Arena Manager, submit to the Southdale Board of Directors designate a written statement of the particulars of the grievance and redress sought. The Southdale Board of Directors designate shall render his decision, in writing, within ten (10) calendar days after receiving the grievance.

Step 3

Failing satisfactory settlement being reached in Step 2, the Union shall, within forty-five (45) working days (fifteen (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.

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

15.03 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 Southdale Board of Directors level.

ARTICLE 16 - ARBITRATION

16.01 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.

16.02 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.

16.03 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.

16.04 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.

16.05 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).

16.06 Expenses of the Board

Each party shall pay:

- a) Fees and expenses of the arbitrator it appoints;
- b) One-half (1/2) the fees and expenses of the Chairman.

16.07 Amending of Time Limits

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

16.08 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

17.01 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 meeting 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 (e.g. 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.

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

17.03 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.

17.04 Right to Personnel File

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

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Bereavement Leave

- a) 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.
- b) Three (3) working days' leave with 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.
- c) The Employer will consider additional leave without pay on request.

18.02 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.

18.03 Union Leave

- a) Subject to operational requirements leave of absence to attend union business such as training, conferences, contract negotiations, conventions and arbitrations will be granted by the Arena Manager. Such request shall be made in writing and pre-approved by the Union. Such leave shall be neither unreasonably requested nor unreasonably denied.

The Union shall reimburse the Employer one hundred percent (100%) of the wages, costs and benefits paid such employees during the approved absence.

- b) Subject to operational requirements, the employer may grant leave with pay to Union representatives to carry out functions of grievances, union management meetings, health and safety meetings and duties, as well as, other meetings requested by the employer. All leave with pay must be pre-approved by the employer.

18.04 Parenting Leave

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

18.05 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 18.05(a) and 18.05(b), and receiving the entitlement to leave the employee who wishes to resume her

employment following the minimum six (6) week period, shall be:

- (i) 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.
- (ii) The employee must advise the Employer, at least two (2) weeks in advance of her intended return date.
- (iii) 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) months' 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.

18.06 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.

18.09 Religious Holy Leave

Employees desiring to observe recognized religious holy days will be allowed up to three (3) days of unpaid leave a year. Employees choosing to take this type of leave can, through discussions with their Employer, establish a practical and mutually agreed upon approach necessary to arrange the leave. The employee can request to take annual leave or leave without pay. Employees will provide the Arena Manager at least ten (10) days notice of the request for Religious Holy Leave.

18.07 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 Southdale Recreation Association any money paid to them by the Court. Meal allowance payments by the Courts need not be submitted to the Employer.

18.08 Compassionate Care Leave

An employee shall receive compassionate care leave without pay of up to eight (8) weeks subject to the following conditions:

- a) An employee must have completed thirty (30) days employment as of the intended date of leave unless otherwise agreed to by the Employer.
- b) An employee must apply in writing one week prior to taking the leave or a shorter period if circumstances warrant.
- c) An employee may take no more than two periods of leave totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- d) For an employee to be eligible for leave, a physician must issue a certificate stating that:
 1. a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
 2. the family member requires the care or support of one or more family members.
- e) A family member for the purpose of this Article shall be defined as spouse, common-law partner, child, step child, parent, parent's spouse or common-law partner or any other person described as "family member" in the Regulations pursuant to the *Employment Standards Code* of Manitoba.
- f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer forty-eight (48) hours notice.

- g) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began.
- i) Notwithstanding the notice outlined in (g), if the death of a family member occurs during this period of leave, the employee shall revert to bereavement leave as outlined in Article 18.01 of the Collective Agreement.

ARTICLE 19 – BENEFITS

See attached Letter of Understanding

ARTICLE 20 - HEALTH AND SAFETY

20.01 Health and Safety Responsibility

- a) Southdale Recreation Association endeavors to provide a safe, healthy and secure environment in which to carry on its business. All possible preventive measures are taken to eliminate accidental injuries, occupational diseases and risks to personal security. Compliance with the *Workers' Compensation Act*, SAFE Manitoba, WHMIS and related legislation is the minimum standard acceptable in the facility.
- b) The Union and the employees understand and agree that they share in the responsibility of a safe, healthy and secure environment and will cooperate fully with the Employer on all matters of health and safety.

20.02 Health and Safety Committee

The joint Health and Safety Committee will be made up of employees representing the various areas of business and management. Within the Health and Safety Committee, up to two (2) employees may be selected by the Union to participate. The Committee shall meet monthly at a convenient time. Minutes of the meetings shall be posted on the notice board and a copy forwarded to the Union office.

20.03 Regulated Workplace Inspections

When an inspection of the facility is made by an inspector authorized to enforce the WCB regulations, or other regulations pertaining to health and safety, a member of the Health and Safety Committee shall participate in the tour. Wherever possible a Union Committee member shall also participate. A copy of the Inspector's report will be provided to the Health and Safety Committee and a copy posted on the bulletin board.

20.04 Access to Records

The Health and Safety Committee shall have full access to accident and incident reports, or other records pertaining to the business of the committee. It is understood that access to personal information and or medical information may be denied, per privacy laws, without the expressed written consent of the employee whose personal information is requested.

20.05 Injured Worker Provisions

- a) An employee affected by a workplace injury, who is required to leave for medical treatment or is sent home as a result of such injury shall receive payment for the remainder of their shift at his/her regular rate of pay.
- b) As requested or required, such employees shall be provided with transportation, at the Employer's expense, to the hospital or their personal medical practitioner.

ARTICLE 21 – UNIFORMS

21.01 The Employer shall supply uniforms at its own cost. Uniforms supplied must be worn and shall be maintained by the employees. On termination of employment, all uniforms supplied, must be returned to the Employer.

21.02 The Employer agrees to provide each employee with two hundred dollars (\$200) clothing allowance each year (September to August) for which the employee can order clothing at their discretion from the employer approved supplier and list of inventory. Unused portions will not be carried over. Part-time employees will receive the allowance on a pro-rated basis.

21.03 The Employer will provide employees with work gloves up to six (6) pairs per year.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.01 Definition

The parties are agreed that “technological change” means:

The introduction by the Employer of any significant technological change or significant changes in the method of operation which may have a significant adverse affect on the conditions of employment, wage rates or workload.

22.02 Technological Change - Introduction

Where the Employer introduces or intends to introduce a technological change that:

- a) affects the terms, condition or security of employment of any employee;
- or
- b) alters the basis on which the Collective Agreement was negotiated:
 - (i) the Employer agrees to notify the Union a minimum of sixty (60) days in advance of its intention and to update the information provided as new developments arise and modifications are made;
 - (ii) the foregoing notwithstanding, when the security of a number of employees is affected the Employer shall provide the Union with at least ninety (90) days notice that a technological change is intended, with a detailed description of the change it intends to carry out.

22.03 Data to be Provided

The notice and description mentioned in 22.02 shall be given in writing and shall contain pertinent data, including:

- a) the nature of the change;
- b) the date on which the Employer proposed to effect the change;
- c) the approximate number, type and location of the employee or employees likely to be affected by the change;
- d) the effects the change may be expected to have on the employee's or employees' working conditions, terms of employment and security of employment;
- e) all other pertinent data relating to the anticipated effects on the employee or employees.

22.04 Notice of Employees Affected

The notice mentioned in 22.02 and the information specified in 22.03 shall also be given to the employee or employees who will be affected by the technological change.

22.05 Consultation

Where the Employer has notified the Union of its intention to introduce a technological change, the parties shall meet within thirty (30) days of the notice, at which time the Union may make representations to the Employer.

22.06 Reduction in Number of Employees as a Result of Technological Change

In the event of a reduction of the number of employees as a consequence of technological change, such reduction shall be by seniority.

Employees displaced by technological change may displace other employees in accordance with the bumping provision of Article 804 or may opt for layoff status as provided in Article 8.

ARTICLE 22 – TRAVEL AND TRANSPORTATION

23.01 An employee who is pre-authorized to use their vehicle for work, during working hours, will be paid \$0.45 per km.

ARTICLE 23 - TERMS OF AGREEMENT

23.01 Effective Date

To be effective November 28, 2012 and expiring August 31, 2016. There will be no retroactivity unless specified in this Collective Agreement.

23.02 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.

23.03 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.

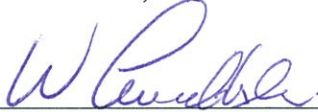
23.04 Agreement to Continue in Force

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 this 24th day of JANUARY, 2014.

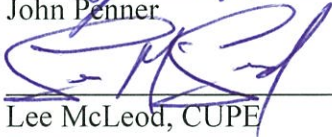
**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500**



Wayne Lewandoski

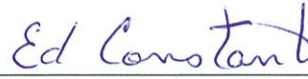


John Penner




Lee McLeod, CUPE

**SIGNED ON BEHALF OF
SOUTHDALE RECREATION
ASSOCIATION**



Ed Constant, Arena Manager



Todd Thornton, SRA President



Tracy Thor, SRA Secretary

LMc/dt /cope 491
Oct. 15/13

**CUPE LOCAL 500 - SOUTHDALE COMMUNITY CENTRE
WAGE SCALE**

**Upon Sept. 1/13 Sept. 1/14 Sept. 1/15
Ratification 2.00% 2.00% 2.00%**

Arena Attendants

Wayne	\$23.50	Lump Sum	Lump Sum	Lump Sum
Richard	\$22.00	\$22.44	\$22.89	\$23.35
John	\$22.00	\$22.44	\$22.89	\$23.35
Randy	\$21.00	\$21.42	\$21.85	\$22.29
New Perm Hire (ticketed)		\$18.00	\$18.36	\$18.73
Non-Ticketed		\$16.00	\$16.24	\$16.48

Custodians		5.00%	2.00%	2.00%
Curt	\$13.50	\$14.18	\$14.46	\$14.75
Maria	\$13.50	\$14.18	\$14.46	\$14.75
Thomas	\$13.50	\$14.18	\$14.46	\$14.75
New Perm Hire		\$12.00	\$12.24	\$12.48
Casual		\$11.00	\$11.22	\$11.44

Retro Pay of 2% to be paid to all employees for the period of January 1, 2013 to September 1, 2013

Retro Pay of 2% to be paid to all employees for the period of September 1, 2013 to date of ratification

LMc/dt /cope 491
Oct. 15/13

LETTER OF UNDERSTANDING
TO BE ATTACHED TO AND FORM PART OF THE
COLLECTIVE AGREEMENT
BETWEEN
SOUTHDALRE RECREATION ASSOCIATION
- AND -
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
RE: MODIFIED WORKWEEK - 10 HOUR SHIFT


The concept of modified workweek schedules will create an increase the daily regular hours and subsequently provide for more days off. Such modified schedules will be created in consultation with the employees and the Union as deemed necessary by the Employer for operational needs. (Example: A 4 day, 10-hour schedule is established, allowing for 3 days off.)

Within the concept of the modified workweek, the maximum daily shift will be ten (10) hours prior to the commencement of overtime. In addition through the shift pattern, hours in excess of eighty (80) within the two-week pay period will be overtime.

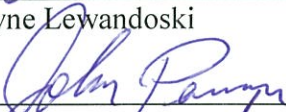
1. Part-time and full-time arena workers at Southdale Recreation Association may be scheduled modified workweeks at straight time rates for either the Winter (September to April) or the Summer Season (May to September).
2. All permanent and part-time arena workers can participate in modified workweek schedules. Such participation must be for an entire season, employees cannot opt in and out of the shift arrangements; they are either in or out. More specifically employees not participating in a modified work schedule cannot either volunteer or be assigned modified shift schedules for periods of shorter duration (ie. such an employee cannot work one or more individual shifts and not be paid for overtime after eight hours in any given workday).
3. Vacations - For the purpose of calculating vacation entitlement, one (1) week of vacation will be forty (40) hours.
4. Public Holidays - Employees shall be paid for their current shift hours on a statutory holiday where they receive the day off. Employees who work on the statutory holiday will also receive the applicable premium rates in accordance with the Collective Agreement for all hours actually worked.

5. Where a modified workweek arrangement is in place and for the purposes of Employer paid absences (other than vacation); to determine the value of "one day's pay" the Employer will average the previous two (2) completed pay periods by dividing the total hours worked (exclusive of overtime) over the four (4) week period by the number of actual days worked.
6. Breaks and rest periods - Two (2) Fifteen (15) minute rest periods, paid by the Employer plus one (1) thirty (30) minute paid meal break.

SIGNED this 24th day of JANUARY, 2014.



Wayne Lewandoski



John Penner



Lee McLeod, CUPE



Ed Constant, Arena Manager



Todd Thornton, SRA President



Tracy Thor, SRA Secretary

LMc/dt /cope 491
Oct. 15/13

LETTER OF UNDERSTANDING
TO BE ATTACHED TO AND FORM PART OF THE
COLLECTIVE AGREEMENT

BETWEEN

SOUTHDALE RECREATION ASSOCIATION

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: EMPLOYEE BENEFIT PLAN

Following ratification, the parties agree to explore whether a comparable employee benefit plan is available for a reduced cost to both the employer and the employee. Such exploration is mutually agreed to take place within a six month period following ratification.

It is understood by both parties that such a plan would continue to be funded on a 50/50 cost shared basis between both the Employer and the Employee. It is further understood that employees in the bargaining unit would be given opportunity to vote to switch plans by a majority vote of the bargaining unit membership.

SIGNED this 24th day of JANUARY, 2014.

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500**



Wayne Lewandoski


John Penner


Lee McLeod, CUPE

**SIGNED ON BEHALF OF
SOUTHDALE RECREATION
ASSOCIATION**


Ed Constant, Arena Manager


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