

COLLECTIVE AGREEMENT

BETWEEN



AND

**CANLAN ICE SPORTS CORPORATION,
HIGHLANDER LOCATION**

**TERM OF AGREEMENT:
NOVEMBER 1, 2021 TO OCTOBER 31, 2024**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - PREAMBLE.....	1
ARTICLE 2 - DEFINITIONS	1
ARTICLE 3 - RECOGNITION	3
ARTICLE 4 - UNION SECURITY	4
ARTICLE 5 - RESPECTFUL WORKPLACE - NO HARASSMENT.....	5
ARTICLE 6 - SENIORITY	6
ARTICLE 7 - PROMOTIONS AND STAFF CHANGES	8
ARTICLE 8 - LAYOFFS, RECALLS AND RESIGNATIONS	8
ARTICLE 9 - HOURS OF WORK	10
ARTICLE 10 - HOLIDAYS.....	13
ARTICLE 11 - SICK LEAVE BENEFITS	16
ARTICLE 12 - PAY	17
ARTICLE 13 - OVERTIME.....	18
ARTICLE 14 - LABOUR MANAGEMENT RELATIONS.....	19
ARTICLE 15 - GRIEVANCE PROCEDURE	20
ARTICLE 16 - ARBITRATION	21
ARTICLE 17 - DISCIPLINE.....	23
ARTICLE 18 - LEAVE OF ABSENCE.....	23
ARTICLE 19 - BENEFITS.....	26
ARTICLE 20 - REFRIGERATION CLASS W TICKET RENEWALS	27
ARTICLE 21 - HEALTH AND SAFETY.....	27
ARTICLE 22 - UNIFORMS.....	28
ARTICLE 23 - TECHNOLOGICAL CHANGE.....	29
ARTICLE 24 - TERMS OF AGREEMENT	31
SALARY SCHEDULE "A"	33
LETTER OF UNDERSTANDING RE: MODIFIED WORKWEEK - 10 HOUR SHIFT	34
LETTER OF UNDERSTANDING RE: MODIFIED WORKWEEK - 11.5 HOUR SHIFT	36
HIGHLANDER SPORTSPLEX JOB DESCRIPTIONS	38

THIS AGREEMENT MADE THIS _____ DAY OF _____, 2023.

BETWEEN:

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

Party of the First Part,

AND

**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:

- (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.

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

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

General Manager

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

Operations Manager

The Manager reports to the General Manager and is responsible for the Department whose primary activities are in the area of building maintenance, ice maintenance and custodial/janitorial.

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.

To be eligible to fill a permanent employee role, in the classification of Arena Attendant, all employees must hold a valid "W" refrigeration certificate.

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.

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:

- (a) Casual employees shall receive vacation pay biweekly at the rate specified in Article 1002 (b) of regular hours worked in a biweekly pay period.
- (b) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
- (c) Casual employees who are required to work on a recognized holiday shall be paid at the rate specified in Article 1001.
- (d) 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.

- (e) 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.
- (f) 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.
- (g) Casual employees who have not received any hours of work for a period of thirteen (13) weeks shall be terminated. Where employees are affected by this time period, they may advise the Employer of their desire to re-activate should the Employer have need in the future.

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 901.

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 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.

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 its 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 work force of other locations to perform specific functions and excepting all existing contracting out.

403

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.

404

Time off to Handle Grievances

The Departmental Shop Steward selected by the Union and recognized by the Company 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.

405

Successor Status

All rights, privileges, obligations and conditions contained herein shall automatically be assumed by any Company who carries on the business of Canlan Ice Sports Corporation, Highlander Location, through the sale, lease, sublease, rental, transfer or assumption into receivership of the business carried on at Canlan Ice Sports Corporation, Highlander Location.

ARTICLE 5 - RESPECTFUL & INCLUSIVE WORKPLACE - NO HARASSMENT

501

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

502

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

503

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).

504 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 and the Equality, Diversity and Inclusion 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

601 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. 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 employee 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, 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.
- (v) A casual employee whose employment is terminated per Article 2
(g) casual employees.

604

Transfers and Seniority Outside Bargaining Unit

If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his seniority for a period of six (6) months. If such an employee later returns to the bargaining unit within the time period, he/she shall be placed in a job consistent with his seniority.

605

Probationary Employees

- (a) Newly hired permanent, full-time employees shall be considered on a probationary basis for a period of 500 hours (approximately 3 months) from the date of hiring. The Company can request from the Union an extension of the probationary period for up to three (3) additional months. The purpose of the probationary period is to assess the employee's suitability for long term employment.
- (b) Newly hired part-time employees shall be considered on a probationary basis for 500 hours or six (6) months, whichever occurs first.
- (c) Newly hired casual employees shall be considered on a probationary basis for 500 hours or twelve (12) months, whichever occurs first.
- (d) 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.
- (e) 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, layoffs, transfers, recalls and terminations of employment.

ARTICLE 8 - LAYOFFS, RECALLS AND RESIGNATIONS

801 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.

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 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 of layoff in Section 803 above will not have to be provided by the Employer when the layoff of the employee is caused by an extraordinary set of circumstances or an unforeseen event outside of the Employer's control that renders it impossible to perform their contractual obligations (*Force Majeure*).

804 Permanent Layoffs (Termination of Employment)

A permanent employee shall be entitled to exercise he/her seniority to bump into any classification permanent (full-time) or part-time, within the scope of this Agreement with the same or lower salary range provided he/she possess the qualifications and ability sufficient to perform the required work, or accept layoff. The affected employee(s) will provide the Company of their decision within seven (7) calendar days of the notice of layoff. Any employee thus displaced shall have the same rights.

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

806

Resignation

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

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

- (a) The employee should provide the Company 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 Company 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.

807

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, the Employer agrees to pay one (1) week's severance pay for each year of service (or portion thereof), to a maximum of eight (8) 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.

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.
- (c) Due to the hectic nature of tournaments, employees may receive a paid lunch period during tournaments in accordance with (a) above. Said paid lunch breaks will be with prior approval from a manager.

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 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.

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) Employees will sign up for available shifts in order of seniority. Shifts cannot be consecutive (double shifts). Sign up will be in two (2) rounds. Round 1: An employee will bid on six (6) shifts in the first round of shift selection. Once Round 1 has been completed, an employee may bid on any additional shifts based on seniority during Round 2. At the completion of Round 2, any remaining open shifts will be available to casual employees, based on seniority and availability.
 - (ii) Employees will sign up for available shifts in order of seniority. An employee must bid on at least six (6) shifts per six (6) week schedule. Shifts cannot be consecutive (double shifts).

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

- (iii) The Employer shall provide an Availability Sheet, which will allow Employees to notify the Employer if they are available to

pick up extra shifts. Employees who are not on the schedule for a particular day will be called based on the Availability Sheet, 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.
- (c) Due to operational requirements the Employer may need to implement a four (4) week schedule. In such matters the process outlined in the Letter of Understanding regarding Modified Workweek will be used.

906

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.

- (d) Schedule Changes

If the Employer changes the schedule after it is posted, it is the responsibility of the Employer to personally advise the affected employees of the change. It is the employees' option as to whether they want to take additional hours that are added after the schedule is posted. Employees whose schedules are changed without the advance notice specified cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first four (4) shifts of the new schedule.

908

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

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) Journee Louis Riel Day (3rd Monday in February)
- (iv) Day fixed for celebration of Queen's birthday (May)
- (v) Canada Day
- (vi) Labour Day
- (vii) Thanksgiving Day
- (viii) Remembrance Day
- (ix) Christmas Day

or any other statutory holiday declared by the provincial government.

- (b) In addition to the above statutory holidays, permanent (full-time) employees will receive two (2) paid float days in each calendar year. Float days need to be scheduled in advance and approved by the employee's supervisor. Where a significant number of employees request a common float day off, and based on business requirements, assignment of the float day will be on a seniority basis. Unused float day(s) may not be carried over from one (1) year to the next. Newly hired permanent (full time) employees are eligible for float days as follows:

- (i) If hired prior to June 1 in a calendar year, two (2) float days.
- (ii) If hired between June 1 and September 30, one (1) float day.
- (iii) If hired after September 30, no float day(s).

- (c) In addition to the above statutory holidays, part-time employees will receive one (1) paid float day in each calendar year. Float days need to be

scheduled in advance and approved by the employee's supervisor. Where a significant number of employees request a common float day off, and based on business requirements, assignments of the float day will be on a seniority basis. Unused float day(s) may not be carried over from one (1) year to the next. Payment for the float day will be calculated by averaging the regular pay (excluding overtime) of the previously fully completed two (2) pay periods (4 weeks) and dividing by twenty (20). If hired prior to July 31 in any calendar year, one (1) float day. If hired after July 31, no float days.

- (d) In any year where the Provincial government declares an additional statutory holiday, the number of float days will be reduced accordingly.
- (e) Casual employees are not eligible for float day(s).
- (f) 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 Operations Manager or General 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.

- (g) 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.
- (h) 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 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) and two (2) vacation years of continuous employment shall be eligible for a vacation with pay of eighty (80) hours (two [2] weeks).
- (iv) Permanent employees who complete three (3) years of continuous employment shall be eligible for a vacation with pay of one hundred and twenty (120) hours (three [3] weeks).
- (v) Permanent employees who complete seven (7) years of continuous employment shall be eligible for a vacation with pay of one hundred and sixty (160) hours (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 two hundred (200) hours (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 and 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. These employees shall receive their vacation pay with each pay cheque OR part-time and casual employees may elect to have the vacation pay accrued rather than paid on each pay. The request for accrual must be in writing. The request must be made at time of hire, or subsequently in January of any year. Accrued vacation pay may only be paid out to the employee when corresponding vacation time is taken.

Further where an employee has requested accrual and elects to end same, the employee will request same in writing in January of any year.

Vacation pay is based on the following percentage:

- (i) 0 to 4 years' service - 4% of wages.
- (ii) 5 to 13 years' service - 6% of wages.
- (iii) 14 years or more years' service - 8% of wages.

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) 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.
- (e) 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.
- (f) **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 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 twelve (12) days/ninety-six (96) hours.
- (b) Earning of sick leave credits will commence once an employee has completed their probationary period.
- (c) The unused portion of an employee's sick leave shall accrue for his/her future use up to a maximum of twelve (12) days/ninety-six (96) hours.

1103 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 his/her partner, child, father, mother, brother, sister, grandmother, grandfather, grandchild, fiancé or a relative living with the employee.

1104 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 - PAY1201 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 biweekly, 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.

1204

Shift Premium

Employees working the midnight shift (starting from 11:00 p.m. to 8:00 a.m.) shall be paid a premium of seventy-five cents (.75¢) per hour. Employees earning overtime during this period will not qualify for nor receive the shift premium.

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 (1½) will be paid for all time worked in excess of the standard work day.

If required to work beyond a scheduled shift that is less than eight (8) hours, a meal voucher of ten dollars (\$10) shall be provided. Any work beyond eight (8) hours shall be subject to overtime rates.

(b) On a Regularly Scheduled Day Off

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

(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.

1302 No Layoff to Compensate for Overtime

Employees shall not be required to layoff 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 a minimum of three (3) hours' pay. If the hours put them in an overtime position, they will be paid accordingly.

1304 Banking of Overtime

An employee has the option of being paid for overtime or accumulating it up to the maximum of forty (40) 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 RELATIONS1401 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 1

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 Operations 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 1, 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 Operations 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 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.

- 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 ($\frac{1}{2}$) 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 - DISCIPLINE1701 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.

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 ABSENCE1801 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; 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.

- (c) 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 one hundred and twenty-five percent (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

- (a) Parenting leave consists of maternity leave and parental leave, inclusive of adoption leave. The Province of Manitoba's Employment Standards' regulations govern all aspects of the leave(s) eligible to employees with respect to maternity, parental and / or adoption leave. Changes in legislation in this area are deemed to be incorporated into this agreement.
- (b) 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.

1805 Compassionate Care Leave

- (a) Compassionate care leave gives employees the opportunity to take up to 28 weeks of unpaid leave to care for or support a critically ill family member who has a significant risk of death within the next 26 weeks. The Province of Manitoba's Employment Standards' regulations govern all aspects of this leave eligible to employees. Changes in legislation in this area are deemed to be incorporated into this agreement.

- (b) 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.
- (c) The employee shall provide the employer with forty-eight (48) hours written notice of their intended return. The employer will attempt to accommodate the return in a manner that does not affect the existing posted schedule. Where the return of the employee necessitates changes in the posted schedule & shifts as a result of possible bumping, no grievance shall arise on same.
- (d) Notwithstanding the notice outlined in (b), 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.
- (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.
- (h) 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 1801 of the Collective Agreement.

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 (a) All benefits shall apply to active permanent employees. Refer to the Canlan benefit booklet for plan details, coverage levels and limitations. The insurance contract between Canlan and the insurer will govern all aspects of the plan.
- (b) Where an employee becomes inactive due to illness or disability, and has accessed Short Term Disability/Long Term Disability, benefit plan access will continue for:
- (i) thirty (30) months from date of inactive status due to illness or disability; or
 - (ii) end of insurance coverage as detailed by the insurance contract; or
 - (iii) where the employee is ineligible for Long Term Disability due to age, for twelve (12) months from the date of inactive status due to illness or disability;
- whichever shall occur first.
- 1902 Extended Benefit Plan Overview
- Dental Plan: Eligible employees are covered up to age 70.
 - Vision Care: Eligible employees are covered up to age 70.
 - Extended Health: Eligible employees are covered to age 70.
 - Short Term Disability: Eligible employees are covered to age 70.
 - Long Term Disability: Eligible employees are cover to age 65.
 - Life Insurance, Dependent Life Insurance, and Accidental Death and Dismemberment Insurance: Will be reduced by fifty percent (50%) when the employee turns 65 and will end at age 70.
- The following portions of the premiums for the insurance plan are one hundred percent (100%) Employer paid: Dental, Vision, Extended Health, Short Term Disability and Long Term Disability.
- 1903 All other benefits, including life insurance, dependent life insurance, accidental death and dismemberment and RRSPs, will be cost shared by the employee on fifty percent (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
- Judy Flack

1905 Vision Care (Effective September 1, 2005)

Purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, to a maximum of three hundred dollars (\$300) during any two (2) calendar years.

ARTICLE 20 - REFRIGERATION CLASS W TICKET RENEWALS

2001 Refrigeration Class W Ticket Renewals

- (a) The company will reimburse permanent full time employees for the cost of the periodic renewal fee as required by the Manitoba Inspection and Technical Services Power Engineering Program.
- (b) Part-time employees are eligible for up to a 50% reimbursement of the renewal fee, where they provide evidence (employer letter, copy of reimbursement, etc.) that their primary employer/second employer (other employer) will not reimburse for same. Where the other employer provides a level of reimbursement, Canlan will top up to a value not to exceed 50% of the renewal fee and not to exceed the full value of the fee.

ARTICLE 21 - HEALTH AND SAFETY

2101 Health and Safety Responsibility

- (a) Canlan Ice Sports Corp. - Highlander endeavours 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 Company on all matters of health and safety.

2102 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.

2103 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.

2104 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.

2105 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 22 - UNIFORMS

2201 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

2202 The Employer will provide employees with work gloves in accordance with Company practices and policies.

2203 **Safety Footwear**

Where the Employer requires that safety shoes be worn, the employee will be provided with an annual safety shoe allowance. An employee must wear safety shoes at all times while at work.

The allowance for permanent (full-time) employees will be one hundred fifty dollars (\$150) per calendar year.

The allowance for regular part-time employees will be fifty dollars (\$50) per calendar year.

Employees may claim their allowance upon presentation of a receipt for purchase of safety footwear in the current calendar year. If an employee purchases safety footwear in excess of the annual allowance they may apply in the following year to be paid the difference in the cost of the footwear up to the maximum of the annual allowance. Carry over is limited to two (2) years. In any given year no employee shall be reimbursed more than the stated annual allowance.

ARTICLE 23 - TECHNOLOGICAL CHANGE

2301 **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.

2302 **Technological Change - Introduction**

Where the Company 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.

2303 Data to be Provided

The notice and description mentioned in 2202 shall be given in writing and shall contain pertinent data, including:

- (a) the nature of the change;
- (b) the date on which the Company 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.

2304 Notice of Employees Affected

The notice mentioned in 2202 and the information specified in 2203 shall also be given to the employee or employees who will be affected by the technological change.

2305 Consultation

Where the Company 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 Company.

2306

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.

2307

Retraining

In order to prevent layoffs and displacements of senior employees as a result of technological change the Company agrees to retrain the affected employees for other jobs in the classification within the bargaining unit held by employees with less seniority if the affected employees are not able to exercise their bumping rights under Article 804.

The retraining time shall not exceed thirty (30) days.

ARTICLE 24 - TERMS OF AGREEMENT

2401

Effective Date

This Agreement shall be binding and remain in effect from November 1, 2021 to October 31, 2024 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.

2402

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.

2403

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.

2404

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 23 day of June, 2023.

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

Dale Gell
Dale H. Gell

**SIGNED ON BEHALF OF CANLAN
ICE SPORTS CORPORATION
HIGHLANDER LOCATION**

[Signature]

SALARY SCHEDULE “A”
CANLAN ICE SPORTS CORPORATION

Classification / Job Title:	Current RATE	November 1, 2021 to October 31, 2022	November 1, 2022 to October 31, 2023	November 1, 2023 to October 31, 2024
		5.00%	5.00%	2.75%
		\$	\$	\$
Sr. Arena Attendant	26.94	28.29	\$29.70	\$30.52
Probationary Rate	24.24	24.91	\$25.59	\$26.30
Arena Attendant, Ticketed	24.37	25.59	\$26.87	\$27.61
Probationary Rate	21.93	22.53	\$23.15	\$23.79
	RATE	Year 1	Year 2	Year 3
		2.75%	2.75%	2.75%
Arena Attendant, Non-Ticketed	21.22	21.80	22.40	23.02
Probationary Rate	19.20	19.73	20.27	20.83
Custodian	17.33	17.81	18.30	18.80
Probationary Rate	15.59	16.02	16.46	16.91

- **Year 1 rate is effective retroactive to November 1, 2021** – Company requires 45 days from date of ratification to process backpay
- **Head Custodian role is removed** – However, when current permanent incumbent on leave (Judy Flack) returns, the role will be reinstated for her specifically. Wages will increase in accordance with percentages increases for Custodian. Once Judy Flack retires, this role will no longer exist.

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: MODIFIED WORKWEEK - 10 HOUR SHIFT

The parties agree that the Employer and the employees within the classifications may mutually agree to implement modified workweek schedules. The responsibility for developing schedules which meet the principle of the concept, which ensures customer service integrity will rest with a Schedule Committee consisting of two (2) Management and two (2) Union employees. The committee will meet on an “as needed” basis, a minimum of twice per year.

The concept of modified workweek schedules will create an increase the daily regular hours and subsequently provide for more days off. (Example: A 4 day, 10-hour schedule is established, allowing for 3 days off.) The schedules will cover a six (6) week period and it is desirous for both parties to seek longer time frames, building a consistent, regular schedule. Parties may agree to test schedules of a shorter time frame.

Within the concept of the modified workweek, the maximum daily shift will be twelve (12) 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 permanent arena workers at the Ice Sports Winnipeg will be scheduled modified workweeks at straight time rates.
2. All permanent and part-time arena workers can participate in modified workweek schedules. Such participation is voluntary, however, employees cannot opt in and out of the 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 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) twenty (20) minute rest periods, paid by the Employer plus one (1) thirty (30) minute paid meal break.

SIGNED this 23 day of June, 2023.

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

**SIGNED ON BEHALF OF CANLAN
ICE SPORTS CORPORATION
HIGHLANDER LOCATION**

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: MODIFIED WORKWEEK - 11.5 HOUR SHIFT

The parties agree that the Employer and the employees within the classifications may mutually agree to implement modified workweek schedules. The responsibility for developing schedules which meet the principle of the concept, which ensures customer service integrity will rest with a Schedule Committee consisting of two (2) Management and two (2) Union employees. The Committee will meet on an “as needed” basis, a minimum of twice per year.

The concept of modified workweek schedules will create an increase the daily regular hours and subsequently provide for more days off. (Example: Two week shift composed of 34 hours the first week and 46 hours the second week. This equates to six 11.5 hour shifts and one 11 hour shift, allowing for seven (7) days off in a biweekly pay period.) The schedules will cover a six (6) week period and it is desirous for both parties to seek longer time frames, building a consistent, regular schedule. Parties may agree to test schedules of a shorter time frame.

1. Part-time and permanent arena workers at the Ice Sports Winnipeg will be scheduled modified workweeks at straight time rates.
2. All permanent and part-time arena workers can participate in modified workweek schedules. Such participation is voluntary, however, employees cannot opt in and out of the 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 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 the 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 - Three (3) fifteen (15) minute rest periods, paid by the Employer plus two (2) thirty (30) minute paid meal breaks.

SIGNED this 23 day of June, 2023.

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

Mike Edm
David Alpin

**SIGNED ON BEHALF OF CANLAN
ICE SPORTS CORPORATION
HIGHLANDER LOCATION**

J.S.

HIGHLANDER SPORTSPLEX JOB DESCRIPTIONS

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 JOB DESCRIPTIONS

POSITION: Arena Attendant 1 / 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 semiskilled in the use of hand and power tools.
8. Understand and execute written and oral instructions.



HIGHLANDER SPORTSPLEX JOB DESCRIPTIONS

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.

POSITION TITLE: Janitorial and Maintenance Person

LOCATION: Winnipeg

REPORTS TO:

INCUMBENT EMPLOYEE NAME:

DATE: January 27, 2005

SCOPE:

Under the direction of the Production Manager, persons are to understand and apply all techniques/skills of cleaning and facility maintenance.

As a member of the facility team the position provides cooperative assistance within all areas of the business. The attitude demonstrated in fulfilling the responsibilities shows a clear understanding of our customers' need for service excellence and are committed to it.

GENERAL RESPONSIBILITIES AND DUTIES:

- Perform janitorial work throughout the facility
- Auto scrubbing, waxing and buffing floors
- Cleaning showers
- Cleaning washroom areas
- Performing small maintenance jobs (example: changing lights, minor drywall repair, painting, minor electrical, minor plumbing, etc.)
- Outside parking lot/property cleanliness
- Window cleaning
- Vacuuming restaurant
- Maintains appropriate checklists and records with respect to their duties, tasks and cycles
- A team member, supporting and contributing throughout the facility and the business
- Supports and promotes a safe workplace

Additional Responsibilities

- May assist ice maintenance from time to time due to peak periods or unexpected short staffing
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QUALIFICATIONS / SPECIAL SKILLS:

- Hard working and honest
- Possess a positive work ethic
- All around knowledge of mechanical equipment.
- Good knowledge of facility maintenance
- Ability to use various equipment and tools common to the role and the facility
- Must work well with peers and Management
- Must have good organization skills
- Posses the ability to work in a group or individually
- Flexible with respect to shifts, ability to work evenings, weekends, graveyard and days

EXPERIENCE AND EDUCATION:

- Must have a minimum of grade 12 or equivalent
- Must have a minimum of 1-year experience in the above field
- Must be able to follow directions, written and oral
- Basic computer knowledge and skills preferred