



COLLECTIVE AGREEMENT

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 500**

AND

VARSITY VIEW COMMUNITY CENTRE INC.

APRIL 1, 2011 TO DECEMBER 31, 2014

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AGREEMENT MADE THIS 5 DAY OF DECEMBER, 2011.

BETWEEN:

VARSIY VIEW COMMUNITY CENTRE INC.
(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

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

- (1) To maintain and improve the harmonious relations and conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services.
- (3) To encourage efficiency in operation
- (4) To promote the morale, well being and security of all the employees in the bargaining unit of the Union.
- (5) The Union agrees to cooperate fully with Management in reducing absenteeism whenever possible and assist in promoting safety in the workplace.

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

2.01 In this Agreement, unless the context otherwise requires, the expression:

- (a) "employee" means a person who is employed by the Employer within the scope of this Agreement;

- (i) "casual employee" means an employee who is not full-time, part-time or term. A casual employee is not covered by this Agreement. The rate of pay for a casual employee shall be the minimum rate paid for that classification.
- (ii) "full-time employee" means an employee who regularly works the full prescribed hours of work per week as provided for in Article 9 and has completed their probationary period contained in this Collective Agreement.
- (iii) "regular part-time employee" means an employee designated by the Employer as part-time and who is scheduled to work less than the full prescribed hours per week, as provided for in Article 9, on a regular and recurring basis and has completed their probationary period contained in this Collective Agreement.
- (iv) "term employee" means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event.

A term employee is covered by the Collective Agreement.

- (b) "employer" shall mean the Varsity View Community Centre Inc.
- (c) "steward" means an employee appointed or elected by the Union who is authorized to represent the Union, an employee, or both, in the handling of grievances or matters pertaining to this Agreement.
- (d) "termination" means the permanent separation of an employee from a position of employment whereby all commitments to that employee have been discharged by the Employer.
- (e) "working days" means Monday to Friday and excludes statutory holidays as outlined under Article 10.

2.02 Where the singular or the masculine expressions are used in this Agreement, they shall be construed as meaning the plural or the feminine or the neuter gender where the context so admits or requires and the converse shall hold as applicable.

2.03 Probation

- (a) A newly hired full-time employee shall be on probation for an initial period of three (3) months beginning from the first day that the employee is required by the Employer to be present for or engaged in work.

- (b) A newly hired part-time employee shall be on probation for an initial period of three hundred and sixty (360) hours or two (2) seasons, whichever is the shorter, beginning from the first day that the employee is required by the Employer to be present for or engaged in work. For the purposes of this clause a season is defined as August of one year to March of the next year.
- (c) The Employer may extend the probationary period for a period of time no longer than ninety (90) days. The employee shall be notified in writing, with a copy to the Union, by the Employer of the extension of the probationary beyond the initial probation period.
- (d) At any time during the probationary period, or the extended probationary period, the employee may be terminated by the Employer in its sole and exclusive discretion and notwithstanding any provisions of this Agreement, such termination shall not be grievable nor arbitrable and shall be deemed to have been for just cause.

ARTICLE 3 - RECOGNITION

3.01 Management Rights

All the functions, rights, pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained exclusively by the Employer including, without limiting the generality of the foregoing, the right to schedule overtime, suspend with or without pay, and require medical examinations, and the right to make, enforce and revise from time to time rules, regulations, practices, procedures and policies to be observed by the employees, which rules, regulations, practices, procedures and policies shall not be inconsistent with 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 Full-time, Part-time and Term Arena Attendants covered by the Certificate No. MLB 5018 as issued by the Manitoba Labour Relations Board on the 16th day of March, 2001, and all Caretakers covered by Certificate No. MLB-6299 as issued by the Manitoba Labour Board on the 15th day of November, 2005, save and except casuals and those excluded by the Act.

3.03 Emergency

Management may perform the work of bargaining unit members in the case of an emergency, or for training, instructional, or evaluation purposes or may pay a party that is not a member of the bargaining unit to do so.

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.
- (c) Effective the date of signing of this Agreement, each and every employee who comes under the scope of this Agreement shall have an agreed upon amount deducted by the Employer from each pay, whether he is a member of the Union or not. Such dues shall be forwarded to the Secretary-Treasurer of the Union at the end of every month, together with a list of the names of employees from whom deductions have been made and the amounts of such deductions.

4.02 The Union shall notify the Employer in writing of any changes in the amount of dues at least two (2) months prior to the end of the pay period in which the deductions are to be made.

4.03 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

4.04 The Union agrees that there shall be no solicitation of members or other Union activities on the premises of the Employer, or during working hours, except as permitted by this Agreement.

It is understood and agreed that no meetings of the Union or its members will be held on the premises of the Employer at any time without the prior approval of the Employer.

4.05 The parties agree that there shall be no intimidation, interference, restraint or coercion exercised or practiced by them or their representatives upon employees because of non-membership in the Union.

4.06 The Union and its members agree to observe all the rules and regulations of the Employer which may now be in force or which may, at any time hereafter be put into effect, and such rules and regulations shall not conflict with any of the provisions of the Agreement.

- 4.07 The Union will provide the Employer with copies of this Agreement and membership cards to enable the Employer to provide a copy of the Agreement and cards to each new employee on or before the employee's commencement of employment.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Varsity View Community Centre and the Union jointly affirm that every employee shall be entitled to a respectful workplace which is free from discrimination and harassment as defined by the Human Rights Code.
- 5.02 Except as permitted by the Human Rights Code or the Labour Relations Act, it is agreed that there shall be no discrimination, by reason of age, race, colour, creed, ethnic or national origin, ancestry, sexual orientation, physical or mental disability, place of residence, political or religious affiliation or activity, sex, marital or family status nor by reason of his/her membership or activity in a labour union.
- 5.03 The Employer and the Union will not condone acts of harassment, including sexual and racial, in the workplace or in connection with the workplace. It is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. The Employer, the Union, and the employee(s) shall treat situations involving harassment in a confidential manner.
- 5.04 Employees against whom a complaint of employment related harassment has been substantiated will be disciplined.

ARTICLE 6 - SENIORITY

6.01 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.

- 6.02 Subject to Article 7, Seniority, subject to qualifications, shall be used in determining preference or priority for promotions, lay-offs and recall. Seniority shall operate on a bargaining-unit-wide basis. Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer.

6.03 Loss of Seniority

- (a) An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. If an absence because of sickness or accident is to be of an indefinite term, the employee must provide a medical prognosis showing when he will be able to return to work.
- (b) An employee shall lose his seniority and employment in the event:
 - 1. He is discharged for just cause and is not reinstated;
 - 2. He resigns;
 - 3. He fails to return to work upon completion of any leave that has been granted by the Employer;
 - 4. He is laid off for a continuous period of more than eighteen (18) months.

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.

ARTICLE 7 - PROMOTIONS AND STAFF CHANGES

7.01 Recognition of Seniority

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 for a minimum of ten (10) days in the rink attendant's office and the office of the Employer in order that all members will know about the position and be able to make written application therefore.

7.03 Information Postings

Such notice shall contain the following information:

Nature of position, location, 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 Union Notification

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

7.05 The successful applicant on promotion shall be given a trial period of up to two (2) months. Conditional on satisfactory service, the employee shall be confirmed in the position after the period of two (2) months.

In the event the successful applicant proves unsatisfactory in the position during the trial period, he shall be returned to his former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangements of position shall also be returned to his former position, wage or salary rate, without loss of seniority.

ARTICLE 8 - LAY-OFFS, RECALLS AND RESIGNATIONS

8.01 Lay-off and Rehiring Procedure

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

All employees shall be notified by registered mail or hand delivered to the last known address of the date for recall or shift selection.

8.02 No New Employees

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

8.03 Notice of Lay-Off

The Employer shall notify employees who are to be laid off two (2) weeks before the lay-off is to be effective.

If an employee designated for lay-off has not had the opportunity to work two (2) weeks after notice of lay-off, he shall be paid in lieu of work for that part of two (2) weeks during which work was not made available.

8.04 When an employee is temporarily recalled for a specific period of time, not to exceed fifteen (15) working days, no subsequent notice of lay off shall be required.

8.05 Resignation

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

8.06 An employee wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last date upon which the employee will be present at work and performs their regular duties.

8.07 The effective date of a resignation shall be the last day upon which an employee is present at work and performs their regular duties.

8.08 An employee may, with approval of the Employer, withdraw notice of resignation at any time before the resignation becomes effective.

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 ten (10) hours in any day and a maximum of forty (40) hours in any week and may include, where an employee has to be re-scheduled, up to eighty (80) hours in a two (2) week period.

9.02 The regular hours of work for full-time employees shall be set by the Employer consistent with the needs of the job to be performed, and shall wherever possible and practicable be consecutive.

9.03 Shift Selection

Shift selection shall be determined in order of seniority.

Once shifts have been selected employees are obligated to work their shifts.

Should an employee not be able to work their scheduled shift due to illness or other unforeseen reason, the employee will contact the Supervisor. Employees will provide as much notice as possible when they are unable to work their scheduled shift (the day shift will provide a minimum of one (1) hour's notice and evening shift shall provide a minimum of three (3) hours' notice when calling in sick). An employee who fails without valid reason, to give notice as specified above, will not be entitled to income protection for the shift(s) in question.

Failure of the employee to contact the Supervisor when the employee is not available to work a scheduled shift will result in discipline.

- 9.04 Employees who voluntarily agree to switch their shift with another employee shall be entitled to do so if prior approval is received from Management and as long as such switch does not result in an overtime situation for any employee involved in switching shifts, which such permission shall not be unreasonably withheld.

ARTICLE 10 - HOLIDAYS

10.01 Statutory Holidays

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

- (a) New Year's Day
- (b) Journee Louis Riel Day**
- (c) Victoria Day
- (d) Good Friday
- (e) Victoria Day
- (f) Canada Day
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day
- (l) Easter Monday
- (k) August Civic Holiday

- 10.02 Provided that where any of the said days fall on a Saturday, the preceding working day shall be observed as the statutory holiday in lieu thereof and where any of the said days fall on a Sunday, the first working day following the statutory holiday shall be observed as the statutory holiday in lieu thereof. Nothing in this sub-section shall prohibit the parties to this Agreement from altering the date of the observance of any of the above statutory holidays.

- 10.03 An employee who is entitled to pay for a statutory holiday and is required to work on the statutory holiday when it is not a regular scheduled working day, shall in addition to the regular holiday pay, be compensated at time and one-half (1½) for all hours worked on the statutory holiday, or be granted compensatory leave from such hours worked at his overtime rate of pay.
- 10.04 An employee who is scheduled and works on a statutory holiday shall receive an alternate day off with pay at a time agreeable to the employee's Supervisor in addition to 1½ times pay for all hours worked on the statutory holiday.
- 10.05 Where an employee who has been required to work on statutory holidays, leaves the employ of the Employer, he shall be entitled to receive pay in lieu of that number of days' leave of absence that has not been granted to him to which he is eligible.
- 10.06 Where a statutory holiday falls within the vacation period of an employee, one additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.

ARTICLE 11 - VACATION

- 11.01 Annual vacation with pay shall be granted to all full-time employees as follows:
- (a) two (2) weeks upon completion of an employee's first full (1) year of service and each year thereafter;
 - (b) three (3) weeks after four (4) consecutive years of service and each year thereafter;
 - (c) four (4) weeks after eight (8) consecutive years of service and each year thereafter;
 - (d) five (5) weeks after **fifteen (15)** ~~eighteen (18)~~ consecutive years of service and each year thereafter.

ARTICLE 12 - SICK LEAVE BENEFITS

- 12.01 (a) Full-time employees who have completed their probationary period with the Employer shall accumulate paid sick leave credits of one (1) day for each full month of service to a maximum of twenty-five (25) business days.
- (b) Family Illness
- Three (3) of these sick days may be used for family emergency situations (such as illness of children, etc.).

- (c) Part-time employees who have passed their probation period and have completed a further 200 hours of employment shall receive annually, at the beginning of the season, two (2) sick leave credits. These credits shall not be carried from season to season (August to March).

12.02 Illness of three (3) consecutive days or more will require a doctor's certificate. If no doctor's certificate is available or provided by the employee, only two (2) days will be considered as sick leave.

The Employer reserves the right to require a doctor's certificate as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate, when requested, may disqualify an employee from receiving income protection benefits.

12.03 The entitlements referred to above shall not accumulate from year to year beyond the maximums referred to in 12.01.

12.04 In order to qualify for the utilization of sick leave benefits, the employee must advise the appropriate Management person of his or her absence and the reason for same at least one (1) hour before his or her normal work day starts and three (3) hours before an evening shift.

12.05 Sick pay shall only be applied for absences from an employee's regularly scheduled work day and shall not be applied to any days when an employee is off work due to suspension, layoff, leave of absence, Workers Compensation, scheduled days off, vacation or paid general holiday.

12.06 The Union agrees that in cases of suspected abuse of sick leave, disciplinary action may be taken by the Employer and the Union further agrees to work with management in the review of sick leave utilization.

ARTICLE 13 - PAY

13.01 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.

13.02 All employees shall be paid on a bi-weekly basis every second Thursday.

13.03 Job Descriptions

The Employer shall provide the Union with a copy of the job descriptions for all positions listed in the Wage Schedule. The Employer will provide to each employee a copy of their job description.

13.04 Employees required to use their own personal vehicle for Varsity View Community Centre business will be paid the current rate of **forty-seven cents (\$0.47) cents per kilometer for the first twenty-five hundred kilometres within a calendar year and thirty-three (\$0.33) per kilometre for each kilometre thereafter** within the same calendar year. Employees need to provide proof of where they went on Varsity View business in order to receive the rate. For the Maintenance Supervisor the rate does not apply to two (2) daily round trips between the Community Club and the Sportsplex.

ARTICLE 14 - OVERTIME

14.01 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 time worked in excess of the standard hours of work.

(b) On a Regularly Scheduled Day Off for a Full-time Employee

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

14.02 (a) Employees shall not be required to lay off during regular hours to equalize any overtime worked.

(b) Main Club Sportsplex Supervisor - All hours of work over ten (10) hours in one (1) day or over forty (40) hours in one (1) week shall be considered as overtime. Overtime at the option of the employee shall be paid out or banked and taken off at a mutually agreeable time.

ARTICLE 15 - LABOUR MANAGEMENT RELATIONS

15.01 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.

15.02 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.

15.03 The Employer and the Union shall each from time to time appoint a group of not more than two (2) persons, and the persons so appointed shall, together form a committee to be known as the Staff Management Committee which shall be chaired by the Employer and the Union, on a rotating basis. The Staff Management Committee shall meet at the call of either group upon at least five (5) days' notice, and not more often than once in each three (3) month period (unless by common accord) for the purpose of discussing employer/employee relations, safety and health matters, and other matters of mutual concern; provided always that those matters expressly provided for in this Agreement shall not be deemed fit subjects for discussions at such meetings without the consent of both groups. This Committee shall not meet for the purpose of negotiating changes in the Collective Agreement.

15.04 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 the Employer.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.01 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.

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 in writing to the Vice President of Operations (VOP) of the Sportsplex, who shall render his decision in writing within fifteen (15) working days.

Step 2

Failing satisfactory settlement in Step 1, the Shop Steward(s) 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 VOP, submit to the President of the Board a written statement of the particulars of the grievance and redress sought. The President of the Board shall render his decision, in writing, within fifteen (15) working days after receiving the grievance.

Step 3

Failing satisfactory settlement being reached in Step 2, the Union shall, within 45 (forty-five) working days from the day the decision of the President of the Board was received by the Union, refer the grievance to Arbitration.

- 16.02 Notwithstanding the time limits specified above, longer time limits may be substituted therefore by mutual agreement.
- 16.03 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 President of the Board level.

ARTICLE 17 - ARBITRATION

- 17.01 For the purpose of this Section, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Statutory Holidays.
- 17.02 The Board of Arbitration shall consist of a single arbitrator. The following is the list and order of arbitrators:

A. Blair Graham, Q.C.
Arne Peltz
Michael D. Werier

Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The fees and expenses of the single Arbitrator, the hearing room and other expenses incidental to the Arbitration hearing shall be borne equally by the parties.

17.03 Amending of Time Limits

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

17.04 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 18 - DISCIPLINE

18.01 (a) The Employer shall not discipline or dismiss any employee who has completed his/her probationary period, except for just cause. Such employee shall be advised promptly in writing of the reason for dismissal or suspension, with a copy being sent to the Union representative.

(b) No notice or pay instead of notice will be required if an employee is discharged for just cause.

18.02 It is agreed that in cases of discipline in the form of an oral reprimand a steward need not be present. In all other cases an employee is entitled to be accompanied by a Union representative when interviewed in the course of a disciplinary investigation.

18.03 Access to Personnel File

Upon seven (7) calendar days, advance written notice, employees will have the right to access their personnel file with a Board member or Office Administrator present at all times, provided no part is removed from the file and will have the right to respond in writing to any documents it contains. Their reply will become part of the permanent record. There shall be one (1) personnel file maintained by the Employer for each employee.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 Bereavement Leave

For the purpose of this clause, immediate family is defined as father, mother, brother, sister, spouse, common-law spouse, child of the employee, and relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) Where a member of his immediate family dies, a full-time employee shall be entitled to a maximum of three (3) days' leave with pay and may, in addition, be granted additional leave, without pay, if required for the purpose of travel.
- (b) A full-time employee shall be entitled to leave, with pay, up to a maximum of one (1) day, to attend the funeral of his grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law or the grandparents of his spouse.

19.02 Union Leave

Leave of absence to attend Union business will be granted by the Employer to employees, subject to operational requirements.

The Union shall reimburse the Employer 100% of the wages paid such employees during the approved absence. Such leave shall be neither unreasonable requested or unreasonably denied.

19.03 Parenting Leave

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

19.04 Maternity/Parental Leave

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

- (a) An employee must have completed seven (7) months' employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) An employee must submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence such leave; is entitled to, and shall be granted, parental leave consisting of a continuous period of up to thirty-seven (37) weeks;

- (c) Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiration of the maternity leave without a return to work after the expiration of the maternity leave and before commencement of the parental leave, unless the employee and the Employer otherwise agree or an applicable Collective Agreement otherwise provides;
- (d) An employee who wishes to resume her employment on the expiration of leave granted to her in accordance with this section shall be reinstated by her Employer in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits;
- (e) For the purpose of calculating benefits of an employee to whom leave is granted in accordance with this section, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.
- (f) Upon meeting the requirements of Articles 19.03 (A) and 19.03(B), and receiving the entitlement to leave the employee who wishes to resume her employment following the minimum six (6) week period, shall be:
 - (1) Reinstated by the Employer, during the six (6) to ten (10) week postnatal period, in a position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits.
 - (2) The employee must advise the Employer, at least two (2) weeks in advance of her intended return date.
 - (3) The Employer may require an employee to take a medical examination at the Employer's expense prior to returning to work from maternity leave to establish that her health will permit her to return.

19.05 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.

19.06

Parental Leave - Adoption

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

- (a) An employee must adopt a child under the laws of the province.
- (b) An employee may commence Adoption Leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) An employee has completed seven (7) month's employment as of the date of the intended leave.
- (d) Parental Leave must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.
- (e) An employee who wishes to resume her employment on the expiration of leave granted to her in accordance with this section shall be reinstated by her Employer in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits.
- (f) For the purpose of calculating benefits of an employee to whom leave is granted in accordance with this section, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.

19.07 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.

19.08 Jury Duty

Where an employee as defined in Article 2.01 (ii) is called for jury duty, the employee will be placed on paid leave of absence for the duration of the duty. Employees will remit to Varsity View Community Centre any money paid to them by the court (for the first two (2) months), to the extent of wages paid by the Employer. Meal allowance payments by the courts need not be submitted to the Employer. Jury duty under this Article shall be paid for the first two (2) months and any additional time shall be unpaid and considered an unpaid leave of absence.

19.09 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 two (2) weeks prior to taking the leave or a shorter period if circumstances warrant.
- (c) An employee may take no more than two (2) 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) This leave is intended to enable an employee to provide care or support to a seriously ill family member.
- (e) 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.
- (f) A family member for the purpose of this Article shall be defined pursuant to the Employment Standards Code of Manitoba and the Employment Insurance Act.
- (g) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer forty-eight (48) hours' notice.
- (h) 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 or to a comparable position, with not less than the wages and any benefits earned by the employee immediately before the leave began.
- (i) Seniority shall accrue during any period of leave under this Article.
- (j) 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 19.01 of the Collective Agreement.

ARTICLE 20 - JOB SECURITY

20.01 The Employer shall not contract out any work performed by any member of the Bargaining Unit if to do so would result in any adverse effects to an employee's regular hours of work or regular pay or the layoff of any employee.

ARTICLE 21 - STRIKES AND LOCKOUTS

21.01 The Employer agrees that there will be no lockout of employees during the life of this Agreement.

21.02 The Union agrees that there will be no strike of employees during the life of this Agreement.

ARTICLE 22 - BENEFITS

22.01 On a 50/50 cost share basis, the Maintenance Supervisor shall receive the following benefits:

- (a) Disability Insurance
- (b) Term Insurance
- (c) Medical Insurance (Blue Cross)

- (d) Dental Insurance
- 22.02 (a) For the Maintenance Supervisor, a group RRSP plan will be implemented as a Pension Plan. The employee and Varsity View Community Centre will each contribute 2.5% of the employee's gross salary to the RRSP.
- (b) **For the Maintenance Supervisor, with 5 or more years of service, the employee and Varsity View Community Centre will each contribute 3.0% of the employee's gross salary to the RRSP.**
- 22.03 The full-time Maintenance Supervisor will receive two (2) weeks pay for the first year of service and one (1) weeks pay for all subsequent years to a maximum of twenty-six (26) weeks as a severance package. This is applicable when severance is for reason other than discipline. For further clarity, severance does not apply to employees voluntarily resigning from Varsity View Community Centre.


ARTICLE 23 - TERM OF AGREEMENT

- 23.01 This Agreement shall come into effect on **April 1, 2011 and shall remain in effect until December 31, 2014**. The Agreement shall remain in force and effect from year to year thereafter unless notice of termination of the Agreement or notice of request to negotiate a revision is given by either party not more than ninety (90) days and not less than thirty (30) days prior to the anniversary date hereof.
- 23.02 Where notice has been given as provided in this Article, the parties shall continue to be bound by the terms and conditions of this Agreement after the expiry date specified herein until either party gives to the other notice pursuant to 21.05 and 21.06.
- 23.03 Notice of Changes
- Within fifteen (15) working days of receipt of such notice by one party or such other period of time, 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 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.
- 23.05 The Union agrees to give the Employer at least two (2) weeks' (14 days') written notice as to the time and date of strike action.

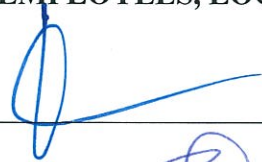
23.06


The Employer agrees to give the Union at least two (2) weeks' (14 days') written notice as to the intended time and date of lockout.

**FOR THE EMPLOYER:
VARSITY VIEW COMMUNITY
CENTRE INC.**



**FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500**





dt/ljb/cope 491
Jun 24 11

SCHEDULE "A" - WAGES

3% INCREASE ALL CLASSIFICATIONS

Arena Attendants

<i>January 1, 2012</i>	<i>January 1, 2013</i>	<i>January 1, 2014</i>
\$ 19.13	\$ 19.71	\$ 20.30

Caretakers (Not Certified)

<i>January 1, 2012</i>	<i>January 1, 2013</i>	<i>January 1, 2014</i>
\$ 13.11	\$ 13.50	\$ 13.91

Caretakers (Certified)

<i>January 1, 2012</i>	<i>January 1, 2013</i>	<i>January 1, 2014</i>
\$ 16.15	\$ 16.63	\$ 17.13

Maintenance Supervisors

(annually)

<i>JANUARY 1, 2012</i>					
<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
46,145	47,300	48,452	49,606	50,760	51,914
<i>JANUARY 1, 2013</i>					
<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
47,529	48,719	49,905	51,095	52,283	53,471
<i>JANUARY 1, 2014</i>					
<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
48,955	50,181	51,402	52,627	53,851	55,075

**LETTER OF UNDERSTANDING
BETWEEN
VARSITY VIEW COMMUNITY CENTRE
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
RE: BENEFIT PLAN**

The Parties agree that throughout the life of the Agreement, the Employer will investigate the feasibility of a Benefit Plan for all employees with the exception of full-time employees.

The Plan may consist of, but not be limited to, disability insurance, term insurance, medical insurance, dental insurance and pension.

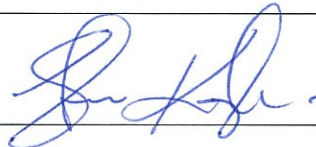
The Parties agree to meet to review the Employer's findings to determine the feasibility of proceeding with a Plan.

Dated this 5 day of DECEMBER, 2011.

**FOR THE EMPLOYER:
VARSITY VIEW COMMUNITY
CENTRE INC.**

**FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500**





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