



COLLECTIVE AGREEMENT

BETWEEN

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

AND

**GATEWAY RECREATION CENTRE INC.
(ARENA ATTENDANTS AND JANITORIAL)**

JULY 1, 2021 TO SEPTEMBER 30, 2022

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GATEWAY RECREATION CENTRE INC.

(hereinafter called the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

(hereinafter called the "Union")

ARTICLE 1 - PREAMBLE

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

- (a) To maintain and improve the harmonious relations and conditions of employment between the Employer and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
- (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; and
- (e) To cooperate fully with each other in reducing absenteeism whenever possible and assist in promoting safety in the workplace.

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

The parties therefore agree as follows:

ARTICLE 2 - DEFINITIONS

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

- (a) "employee" refers to 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, seasonal or term. 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/seasonal 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/seasonal employee is covered by the Collective Agreement.

- (b) "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; and
- (c) "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 and to the Employer by that employee.

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 where the context so admits or requires and the converse shall hold as applicable.

2.03 Probation

A newly hired full-time employee shall be on probation for an initial period of six (6) months. Newly hired part-time, casual, term and seasonal employees shall be on probation for an initial period of ninety (90) full-time equivalent working days or seven hundred and twenty (720) hours. The Employer may extend the probationary period for a period not longer than ninety (90) full-time equivalent working days provided that the duration of such extension is mutually agreed to between the employee affected and the Union and the Employer. The employee shall be notified in writing by the Employer of the extension of the probationary period beyond the initial probation period.

ARTICLE 3 - RECOGNITION

3.01 Except as limited by a provision of this Agreement, the Employer shall continue to have the undisputed right to take any action it deems appropriate in the management of its enterprise and the direction of the workforce. All management rights not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively with the Employer. These management rights include, but are not limited to the right to schedule hours of work and overtime, the right to suspend with or without pay, discharge or otherwise discipline employees, 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 Union as the sole and exclusive bargaining agent for all Arena Attendants, General Labourers, **and** Janitors employed by the Employer pursuant to Certificate No. **MLB 6916**.

ARTICLE 4 - UNION SECURITY

- 4.01 Effective the date of signing of this Agreement, the Employer shall deduct from the wages of each employee such Union dues as are authorized by the Union, whether the employee 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. The amounts deducted will be reported annually on the employees' income tax slips.
- 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 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.
- 4.05 The Employer will provide a copy of the Agreement to each new employee on or before the employee's commencement of employment. The shop steward shall be advised when new employees are hired and shall be granted fifteen (15) minutes, on his or her own time, in order to acquaint new employees falling within the scope of this agreement with the fact that a Union agreement is in effect and to indicate the general conditions and obligations as they relate to the employees.

ARTICLE 5 - RESPECTFUL WORKPLACE/NO HARASSMENT/NO DISCRIMINATION

- 5.01 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace, which is free from discrimination and harassment as defined by the *Human Rights Code*.

- 5.02 Except as permitted by the *Human Rights Code*, the Employer and the Union agree 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 Seniority shall be defined as the total accumulated regular paid hours within a classification calculated from the date the employee last entered the service of the Employer. Subject to qualifications and reliability, seniority shall be used in determining preference or priority for promotions, lay offs and recall.

For the purposes of benefit entitlement, employees moving from one classification to another would carry over their seniority.

6.03 Loss of Seniority

An employee shall cease to have seniority rights and his or her employment status with the Employer shall be deemed terminated for all purposes if the employee:

- (a) is duly discharged by the Employer and is not reinstated through the grievance and arbitration procedure contained in the agreement;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for a period of twelve (12) months or is called back to work after a layoff and does not return to work within fourteen (14) calendar days of receiving a registered letter sent to his or her last known address;

- (d) is absent for three (3) consecutive days without personal notification to the Operations and Maintenance Manager (OMM), unless the employee can provide a reasonable explanation for failing to provide such notice; or
- (e) fails to return to work on the completion of an authorized leave of absence without a bona fide reason.

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 for three (3) calendar months after which accrued seniority shall be lost and there will be no right to return to the bargaining unit.

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; and
- (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 seven (7) calendar days in the Zamboni Room in order that all members will know about the position and be able to make written application therefore.

Employees may indicate in writing to the Employer that they are interested in any specified vacancy(s) that may occur during their absence. They will then be considered as an applicant for any vacancy in the specified position that may be bulletined in their absence.

7.03 Information Postings

Job postings shall contain the following information:

Nature of position, qualifications, required knowledge and education, required physical condition, shift, wage or salary rate or range.

7.04 Union Notification

A Union Representative in the bargaining unit shall be notified of all hirings, lay offs, recalls and terminations of employment.

7.05 The successful applicant on promotion shall be given a trial period of up to four (4) weeks. Conditional on satisfactory service, the employee shall be confirmed in the position after the period of four (4) weeks.

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

Employees shall be laid off in the reverse order of their seniority provided they have the necessary qualifications. 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.

8.02 No New Employees

No new employees will be hired until those laid off have been recalled.

8.03 Notice of Lay Off

The Employer shall notify employees who are to be laid off two (2) calendar 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) calendar weeks after notice of lay off, he shall be paid in lieu of work for that part of two (2) calendar weeks during which work was not made available.

8.04 When an employee is temporarily recalled for a specific period of time, no subsequent notice of lay off shall be required. In no case shall the temporary service exceed one (1) month.

8.05 Resignation

Employees shall give two (2) calendar weeks' notice of resignation, unless shorter notice is provided for in the *Employment Standards Code*.

- 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.

ARTICLE 9 - HOURS OF WORK

- 9.01 The standard hours of work for employees shall be forty (40) hours in a week consisting of either five (5) eight (8) hour shifts and/or four (4) ten (10) hour shifts unless otherwise agreed. This shall not constitute a guarantee of hours but the Employer will make reasonable efforts to give employees full-time hours and full working weeks.
- 9.02 The regular hours of work for all 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 schedules for each employee shall be posted in an appropriate place at least five (5) days in advance. Once posted, the start and end times may be changed upon giving forty-eight (48) hours' notice to the employee. Shifts may not be cancelled unless due to equipment failure, weather or other circumstances beyond the control of the Employer.
- 9.04 Shift Selection
- Shift schedules shall be established by the Employer in accordance with operational requirements. 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 the shift due to illness or other unforeseen reason, the employee will contact the OMM.
- Failure to contact the OMM when an employee is not available to work a scheduled shift may result in discipline.
- 9.05 Employees who voluntarily agree to switch their shift with another employee shall be entitled to do so if prior approval is received from the OMM and as long as such switch does not result in an overtime situation for any employee involved in switching shifts, such permission shall not be unreasonably withheld.
- 9.06 An employee's scheduled shift may be changed, cancelled or shortened without notice in the event of weather conditions or breakdown of equipment. An employee whose weekly scheduled hours of work have been reduced due to weather conditions or breakdown of equipment shall be afforded the opportunity to make up lost time at straight time rates by either working on their first normal weekly day off or in another manner agreed upon by the employee and the OMM. A reduction of hours made pursuant to this Article shall not be considered a lay off for the purpose of Article 8.

ARTICLE 10 - GENERAL HOLIDAYS

10.01 General Holidays

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

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

10.02 An employee is entitled to general holiday pay for a day upon which he does not work provided:

- (a) he did not fail to report to work after having been called to work on the day of the statutory holiday; and
- (b) he did not absent himself from work without the Employer's consent on either the regular working day immediately preceding or following the statutory holiday, unless his absence is by reason of established illness.

10.03 An employee who is required to work on a general holiday, shall, in addition to being paid general holiday pay, be compensated at time and one-half (1 ½) for all hours worked on the general holiday or be granted compensatory leave equivalent to such hours worked at the applicable overtime rate of pay.

10.04 Where an employee who has worked on a general holiday 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.

10.05 Where a general 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 general holiday.

10.06 Part-time employees who qualify for general holiday pay shall receive general holiday pay for each general holiday based upon 5% of gross wages excluding overtime earned in the four (4) weeks proceeding the general holiday.

ARTICLE 11 - VACATION

- 11.01 All employees will receive vacation leave and vacation allowance in accordance with the following qualification schedules. In keeping with the purposes of vacations, it is understood that vacation leave must be taken as time off work.
- 11.02 For the purposes of vacation leave determination, the vacation year shall run from January 1 to December 31 inclusive.
- 11.03 Subject to the provisions of this Article, every employee shall be entitled to vacation leave 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 five (5) consecutive years of service and each year thereafter;
 - (c) four (4) weeks after ten (10) consecutive years of service and each year thereafter;
 - (d) five (5) weeks after fifteen (15) consecutive years of service and each year thereafter.
- 11.04 Vacation leave shall apply to employees who have a full year of continuous service as at December 31. Employees having less than one (1) year of continuous service shall be entitled to vacation leave without pay in accordance with this article upon achieving one (1) full year of continuous service.
- 11.05 Employees must submit a written vacation leave request form at least sixty (60) calendar days prior to desired time off. All vacation leave requests are subject to approval of the OMM as directed by business needs. It is understood that vacation leave will not be granted in December or August. Requests for vacation leave during the months of September to December and January to April will be considered but not guaranteed. Such consideration will not be unreasonably denied.
- 11.06 Requests for vacation leave shall be granted on a first come first served basis. In the event of two requests at the same time, seniority shall be the determining factor.
- 11.07 Vacation leave shall be taken in full day increments.
- 11.08 Vacation leave may not be carried over from year to year.
- 11.09 Subject to the provisions of this Article, each employee shall accrue vacation allowance as follows:
- (a) four percent (4%) of wages after one (1) consecutive years of service and each year thereafter; and

- (b) six percent (6%) of wages after five (5) consecutive years of service and each year thereafter; and
- (c) eight percent (8%) of wages after ten (10) consecutive years of service and each year thereafter;
- (d) ten percent (10%) of wages after fifteen (15) consecutive years of services and each year thereafter.

- 11.10 In calculating vacation allowance, wages shall not include overtime pay, termination pay, vacation allowance, premiums or bonuses.
- 11.11 Vacation allowance shall be paid to each employee through their regular payroll.
- 11.12 An employee whose employment is terminated shall be paid vacation allowance in accordance with the provisions of this Article.

ARTICLE 12 - SICK LEAVE BENEFITS

- 12.01 (a) 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 twelve (12) days.
- (b) Family Illness
- Four (4) of these sick days may be used for the care of immediate family members as defined under Article 19.01.
- (c) Employees shall have access to information regarding their sick leave accumulation upon request.
- 12.02 Accumulation of Sick Leave
- The entitlements referred to above shall accumulate, for all employees except casual, term or seasonal, from year to year subject to the maximums referred to in 12.01 (a).
- 12.03 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.
- 12.04 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 or scheduled days off.

ARTICLE 13 - WAGES

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 biweekly basis.

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 Licenses and Accreditations

The Employer shall pay the cost of the yearly refrigeration ticket that is required by Gateway as a condition of employment.

13.05 Call Back

A full-time employee required to report back to work outside of their regular working hours shall be paid at overtime rates for all hours worked with a minimum of three (3) hours at overtime rates.

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 (1 ½) will be paid for all time worked in excess of the standard hours of work as provided under Article 9.01.

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

Time and one-half (1 ½) for all time worked for all hours in excess of forty (40) hours per week.

(c) Part-time/casual employees shall be paid over-time for all hours worked in excess of their scheduled 8 hour or 10 hour shift, in a day or in excess of 40 hours in a week.

- 14.02 (a) Employees shall not be required to lay off during regular hours to equalize any overtime worked.
- (b) Overtime at the option of the employee shall be paid out or banked and taken off at a mutually agreeable time. Employees may not have more than forty (40) hours in their bank.

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 not more than once every three (3) months at the call of either group upon at least five (5) days' notice, at a time mutually agreed upon, for the purpose of discussing 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 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 General Holidays.

Should any employee believe that any of the provisions of the Agreement have been violated, he shall proceed with his grievance in the following manner.

Step 1

Within ten (10) calendar days of the event in question or the consequences of the event in question or from the time an employee should reasonably have known of the occurrence of the event upon which the grievance is based, the employee(s) shall, with the assistance of a representative of the Union, if he so desires, take up the matter with the OMM of the Employer who shall render his decision within ten (10) calendar 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 ten (10) calendar days from the date the decision of the OMM of the Employer was rendered, submit to the Vice-President-Administration a written statement of the particulars of the grievance and redress sought. The Vice-President-Administration shall render his decision, in writing, within ten (10) calendar days after receiving the grievance.

Step 3

Failing satisfactory settlement being reached in Step 2, the Union shall, within forty-five (45) calendar days from the day the decision of the Vice-President-Administration 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 Vice President-Administration 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 General Holidays.
- 17.02 The Board of Arbitration shall consist of a single arbitrator. The following is the list of arbitrators who shall be chosen in order of rotation:
- (a) A. Blair Graham, Q.C.
 - (b) Arne Peltz

(c) 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 The Employer at its discretion may discharge any probationary employee and that probationary employee shall have no recourse to the grievance or arbitration provisions as set out in this Agreement, provided it is not done in an arbitrary or discriminatory manner.

18.02 (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.

18.03 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.

18.04 Access to Personnel File

(a) Employees will have the right at any time to access their personnel 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.

(b) Employees will have the right at any time to access current and past log books.

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 grandchild of the employee.

- (a) Where a member of his immediate family dies, an employee shall be entitled to a maximum of four (4) days leave with pay and may, in addition, be granted additional leave, without pay, if required for the purpose of travel to attend the funeral;
- (b) An employee shall be entitled to leave, with pay, up to a maximum of two (2) days to attend the funeral of his 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, subject to operational requirements, by the Employer to employees. The Union shall reimburse the Employer 100% of the wages paid such employees during the approved absence. Such leave shall be neither unreasonably requested nor unreasonably denied.

19.03 Maternity Leave

A female employee who has completed seven (7) months of employment with the Employer shall be granted a maternity leave of absence without pay by the Employer. Said employee shall be re-employed by the Employer after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

In cases of physical complications, the employee may request an extension of her leave of absence up to an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate indicating that there are complications.

19.04 Parental Leave

(a) Entitlements

Every employee

(i) who,

- (A) in the case of a female employee, becomes the natural mother of a child,

- (B) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or
- (C) adopts a child under the law of a province; and
- (ii) who has completed seven (7) consecutive months of employment; and
- (iii) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave without pay from the Employer, consisting of a continuous period of up to **sixty-three (63)** weeks.

(b) Commencement of Leave

Subject to the following paragraph, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee shall decide when his or her parental leave is to commence and, where possible, shall take said leave at a time that is mutually agreeable to the Employer and the employee.

Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiry of the maternity leave without a return to work after expiry of the maternity leave unless the employee and the Employer otherwise agree.

(c) Late Application for Parental Leave

When an application for parental leave under Sub-Article (a) above is not made in accordance with Sub-Article (iii), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this article for the portion of the leave period that remains at the time the application is made.

19.05 An employee wishing to return to work after Maternity and/or Parental Leave shall notify the Employer in writing at least four (4) weeks in advance of his or her return. On return from Maternity and/or Parental Leave, the employee shall be placed in his or her former or comparable classification and shift schedule at the same salary level.

19.06 General Leave

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

19.07 Jury Duty

An employee subpoenaed, as a witness in any court of law shall receive three (3) hours paid leave of absence and the remainder of the leave will be an unpaid leave of absence.

An employee requested for jury selection or required to serve as a juror shall receive an unpaid leave of absence.

19.08 Citizenship

Employees shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen.

19.09 Leaves of Absence

Employees shall be entitled to leaves of absence as set out in The Employment Standards Code.

ARTICLE 20 - BENEFITS

20.01 The following health benefits shall be arranged by the Employer for full-time employees after they have completed six (6) months of continuous active service and shall be subject to the terms and conditions of the master policies and contracts in force. The Employer's sole obligation is to pay premiums and make contributions as required. Any and all disputes regarding eligibility for benefits or arising out of coverage are not arbitrable pursuant to this Agreement.

- (a) Long-term disability - 100% paid by Employer
- (b) Life insurance - 100% paid by Employer
- (c) Dependant life insurance - 100% paid by employee
- (d) Extended health - 100% paid by Employer
- (e) Dental - 100% paid by Employer
- (f) Vision care - 100% paid by Employer
- (g) Accidental death and dismemberment - 100% paid by employee

The Employer agrees to maintain the current benefit levels throughout the term of the Agreement.

20.02 Both parties shall enter into discussions regarding group RRSP for full-time employees based on 3%-3% with a view to implementation of February 1, 2009, if possible, sooner.

ARTICLE 21 - STRIKES AND LOCKOUTS

- 21.01 The Employer agrees that there will be no lockout as defined by the *Labour Relations Act* of employees during the life of this Agreement.
- 21.02 The Union agrees that there will be no strike as defined by the *Labour Relations Act* by employees during the life of this Agreement.

ARTICLE 22 - BULLETIN BOARD

- 22.01 Bulletin board space for the use of the Union will be provided by the Employer in the Zamboni Room. The Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 23 - TERM OF AGREEMENT

- 23.01 This Agreement shall come into effect on July 1, **2021** and shall remain in full force and effect until **September 30, 2022**. The Agreement shall remain in full 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.
- 23.03 Notice of Changes
- Within fifteen (15) calendar 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 calendar 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 calendar days) written notice as to the intended time and date of lockout.

ARTICLE 24 – VEHICLE ALLOWANCE

- 24.01 Employees required to use their own personal vehicle for Gateway Recreation Centre Inc. business, will be paid the current rate of thirty-five (\$0.35) cents per kilometer. Employees need to provide proof of destination visited for Gateway Recreation Inc.

ARTICLE 25 – UNIFORMS

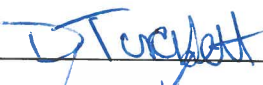
- 25.01 The Employer may supply uniforms at its own cost. Uniforms supplied must be worn and shall be maintained by the employees. On termination of employment, all uniforms supplied, must be returned to the Employer.
- 25.02 The Employer shall, once per year, supply to all full-time, regular part-time and seasonal employees two (2) polo/golf shirts and one (1) fleece jacket or sweat shirt. Such shirts and jackets/sweatshirts must be worn at work only and maintained at the employee's cost.
- 25.03 Winter parkas for outdoor employees shall be supplied by the Employer.
- 25.04 The Employer will provide employees with work gloves as needed.


ARTICLE 26 – INJURED WORKER


- 26.01 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 employee shall be provided with transportation, at the Employer's expense, if insurance coverage is unavailable, to the hospital or their personal medical practitioner.

SIGNED, this 29 day of November, 2022.

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









KC/jo/cope491
September 26, 2022

**SIGNED ON BEHALF OF
GATEWAY RECREATION CENTRE INC.**





**SCHEDULE "A" - WAGES
GATEWAY RECREATION CENTRE INC.**

July 1, 2021

1.00%

Arena Attendant

Start \$22.86

After Probation \$23.15

After 2000 hours \$23.72

Arena Attendant *

Non-Ticketed \$20.41

General Labourer \$13.50

Janitor \$15.01

After Probation \$15.45

KC/ajh/cope 491
November 25, 2022

LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 500

AND

GATEWAY RECREATION CENTRE INC.
(ARENA ATTENDANTS, JANITORIAL AND MAINTENANCE)

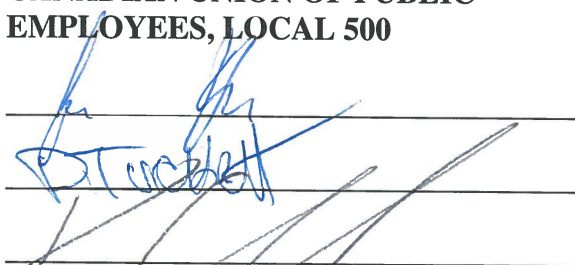
RE: GROUP RRSP

The Employer shall maintain the Group RRSP established, effective February 1, 2009, for employees of Gateway Recreation Centre Inc. with the following terms and conditions:

- a) All full-time employees in the bargaining unit may participate in the Group RRSP;
- b) The Employer's contributions to the Plan are immediately vested;
- c) Employee contributions shall be three percent (3%) of earnings (as defined by the Employer) matched by the Employer. Employees may contribute additional funds by payroll deduction, not exceeding the maximum allowable amounts prescribed from time to time under the *Income Tax Act* (Canada) without a matching contribution by the Employer;
- d) Participation in the Group RRSP is voluntary for employees;
- e) The Group RRSP shall be administered by a third party to be arranged by the Employer;
- f) All contributions to the Group RRSP shall be invested in accordance with instructions from the Employee or in the absence of such instructions, in the Default Investment Funds established under the terms of the Plan; and
- g) All other terms shall be governed by the Group RRSP Booklet and Great-West Life Policy No. 65474.

SIGNED, this 29 day of November, 2022.

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



KC/jo/cope491
September 26, 2022

SIGNED ON BEHALF OF
GATEWAY RECREATION CENTRE INC.

