

COLLECTIVE AGREEMENT
BETWEEN
MOUNT PEARL ARENA BOARD
OF MANAGEMENT INC.
(hereinafter called “the Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2099-1
(hereinafter called “the Union”)

EFFECTIVE: MAY 1, 2012 – APRIL 30, 2016

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ARTICLE 1- PREAMBLE

1.01 Purpose

It is the purpose of both parties to this agreement:

- (1) to maintain and improve harmonious relations and settled 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, etc.;
- (3) to encourage efficiency in operations;
- (4) to promote the morale, well being, and security of all employees in the Bargaining Unit of the Union.

1.02 Agreement

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 – DEFINITIONS

2.01 Definitions

For the purpose of this agreement, the following terms shall have the meaning hereinafter ascribed to them and no other:

- A. “Call-out” means any period of time, outside scheduled working hours and not contiguous with the start or end of a scheduled shift, which an employee is required to work.
- B. “Employee” means either a Certified Arena Worker I, a permanent employee, a part-time Operator without refrigeration certification, a part time Arena Worker, casual employee, whether individually or collectively as the context dictates.
- C. “Overtime” means all time worked after the regular work day and the regular work week, or a holiday.
- D. “Casual Employee” means an employee who is not scheduled on a weekly basis and who is called in to perform certain specified work and whose employment may be terminated at the end of such period, or on the completion of such work.

- E. “Permanent Employee” means any employee within the Bargaining Unit who has completed the probationary period and is employed on a full-time basis without reference to any specified date of termination.
- F. “Certified Arena Worker I” – means a holder of a 4th class power engineer certificate and/or existing (at date of signing) employees licensed (refrigeration B certification), to operate arena refrigeration units at the Arenas who has worked an average of forty (40) hours per week normally during the period the ice is being put in place, maintained and removed each year and who continues during the ice season to work an average of forty (40) hours.
- G. “part-time Arena Worker” means any employee within the Bargaining Unit who normally works less than the number of hours consisting of a full days employment or less than the full number of days constituting a full weeks employment.
- H. “Off-Ice Maintenance Employee” means any “Certified Arena Worker I” or “Uncertified Arena Worker II” within the Bargaining Unit who works during the off-ice season until May 1 2009 when this class is merged with “a part time arena worker classification.
- I. “Probationary Employee” means any employee within the Bargaining Unit who has worked less than the prescribed probationary period.
- J. “Work Day” means the number of hours per day as established by this Agreement and set forth in Article 16.
- K. “Work Week” means the number of hours per week as established by this Agreement and set forth in Article 16.
- L. “Part-Time Operator” means a person assigned to monitor and operate the ice making equipment at the on an ongoing regular basis during ice season of the facility and who holds appropriate certification or license to operate the ice unit in that facility.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Regular and Customary Functions

The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of management and to direct its working forces including the sole and exclusive right to specify the work to be performed and services to be rendered by any employee or employees, or class of employees, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.

3.02 No Discriminatory Action

The Employer shall not exercise its right to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any present employee of his employment, except through just cause.

ARTICLE 4 – RECOGNITION

4.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2099 as the sole and exclusive collective bargaining agent for all the employees of Mount Pearl Arena Board of Management Inc. comprising maintenance workers, 4th class power engineers and refrigeration B engineers employed by the Employer at the Mount Pearl Glacier save and except Manager, confidential secretary, chief engineer and those above the rank of working supervisor.

4.02 Work of the Bargaining Unit

Persons employed by the Employer whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except for the purposes of demonstration or instruction, where no member of the Bargaining Unit is readily available, for a job of short duration incidental to the performance of duties or to render immediate assistance to a patron or customer of the Arena(s) or as otherwise mutually agreed upon by the parties.

4.03 Part-Time Employees

This Agreement is fully applicable to all part-time employees on a pro-rata basis.

4.04 No Other Agreement

No employee shall be required or permitted to make a written or verbal agreement with the Employer, or representative which may conflict with the terms of this Collective Agreement, without the concurrence of the Union.

ARTICLE 5 – NO DISCRIMINATION

5.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, permanent transfer, lay-off, recall, discipline, discharge, nor by reason of membership or activity in the Union. It is further agreed that in the event that any of the existing enumerated types of discrimination currently in the

Human Rights Code are removed from the Human Rights Code of Newfoundland and Labrador, those removed will be deemed to be a prohibited ground under this Article 5.01.

ARTICLE 6 – UNION MEMBERSHIP REQUIREMENT

6.01 All Employees to be Members

All employees of the Employer filling classifications as listed in Schedule “A” of this Agreement shall, as a condition of continued employment, become and remain members in good standing of the Union. All new employees filling classifications as listed in Schedule “A” of this Agreement shall, as a condition of continued employment, become and remain members in good standing of the Union on the day they are hired. It is further agreed that in the event that a new classification is created which the parties agree is within the Bargaining Unit or which is placed there by the Labour Relations Board employees occupying such classifications shall as a condition of continued employment become and remain members in good standing of the Union. If parties are unable to agree on the reclassification and/or the rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by the employee.

ARTICLE 7 – CHECK-OFF OF UNION DUES

7.01 Check-Off Payment

The Employer shall deduct from every employee within the Bargaining Unit any dues, initiation fees, or assessments levied, in accordance with the Union Constitution and By-Laws.

7.02 Deductions

Deductions shall be made from the first payroll of each month and shall be forwarded to the National Secretary/Treasurer of the Canadian Union of Public Employees not later than the 15th. Day of the month, accompanied by a list of the names, addresses, classifications of employees from whose wages the deductions have been made. A copy of this list shall be forwarded to the Secretary/Treasurer of the Local Union by the Employer.

7.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

ARTICLE 8 – LABOUR MANAGEMENT BARGAINING RELATIONS

8.01 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

8.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

8.03 Representative of C.U.P.E.

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 representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. The representative(s) shall notify the Manager or Manager's representative and the Manager representative may accompany such Union representative(s).

8.04 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

8.05 Time Off for Meeting

Any representatives of the Union on the Bargaining Committee, to a maximum of two (2) who are in the employ of the Employer, shall have the right to attend collective bargaining meetings with the Employer, and if held within working hours shall not suffer any loss of regular pay for those regularly scheduled hours lost while in such negotiations.

8.06 Technical Information

The Employer shall make available to the Union, on request, information required by the Union such as job descriptions for positions in the Bargaining Unit, job classifications, wage rates, and copies of the existing group benefits program descriptions in the possession of the Employer which are required for collective bargaining purposes.

8.07 Labour Management Committee

The Union and employer jointly agree to establish a Labour Management Committee with equal representation. The Committee will discuss matters affecting the parties to this agreement that cannot be dealt with through existing Collective Agreement Committees including the use of sick leave. Monthly meetings will be held not later than the 21st. Day of each month as mutually agreed. Luncheon meetings will start at 12:00 noon with one hour allocated to deal with agenda matters. Minutes of meetings will be made available to Union within one week after meeting dates. The Union will inform that Arena Manager of items it wishes to place on the agenda and Employer will notify Union President on the Friday prior to the meeting. Special meetings will be held as soon as possible if mutually agreed.

ARTICLE 9 – RESOLUTIONS AND REPORTS OF THE EMPLOYER

9.01 Employer Shall Notify the Union

The Employer agrees that any Board decisions dealing with conditions of employment which affect employees within the Bargaining Unit shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, speak to them before they are implemented by the Board.

9.02 Copies of Employer Board Minutes

The Employer will forward to the Local Union Secretary Public notices, Board resolutions not designated as “CONFIDENTIAL”, rules and regulations adopted by the Employer if same alter or materially affect the working relationship with the members of the Union.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Steward in preparing and presenting employee's grievances in accordance with the grievance procedure.

10.02 Permission to Leave Work

The Employer agrees that a Steward shall not be hindered, coerced, restrained or interfered with in any way in the performance of his/her duties, while investigating disputes and presenting adjustments as provided in this Article. It is agreed that the Shop Stewards will not absent him/herself from his/her place of work for the purpose of processing grievances through the steps of the grievance procedure, without having first

obtained the permission of the Supervisor of the Shop Steward concerned, such permission will not be unreasonably withheld. Union representatives acting in their respective capacities shall not suffer any loss of pay or benefits for time spent processing grievances through the grievance procedure.

10.03 Definition of Grievance

A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement.

10.04 Settling of Grievance

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

- Step 1 The aggrieved employee(s) will submit the grievance to the employee's Steward. If the employee's Steward is absent, the employee may submit the grievance to the Steward's alternate. At each step of the grievance procedure, the grievor shall have the right to be present.
- Step 2 If the Steward considers the grievance to be justified, the Steward may first seek to settle the dispute with employee's supervisor within ten (10) working days of the occurrence of the matter giving rise to the grievance.
- Step 3 Failing satisfactory settlement within three (3) working days after the dispute was submitted under Step 2, the Steward will, within a further five (5) working days, submit to the Arena Manager a written statement of the particulars of the grievance and the redress sought. The Arena Manager shall render a decision within five (5) working days after receipt of such notice.
- Step 4 Failing a satisfactory settlement being reached in Step 3, the Union or the Employer may refer the dispute to arbitration.

10.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Steps 1 and 2 of this article may be by-passed.

10.06 Union or Employer May Institute Grievance

The Union and its representatives shall have the right to originate a 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. Equally where the Employer alleges that this Agreement has been or is being violated or misinterpreted the Employer shall be entitled to file its grievance with the Union who shall respond within five (5) working days. Union and Employer grievances shall commence at Step 3.

10.07 Grievance on Safety

An employee, or group of employees, who is required to work under unsafe conditions shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

10.08 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

10.09 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meetings with the Employer.

10.10 Mutually Agreed Changes

Any mutually agreed change to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

10.11 Failure to Act Within Time Limits

If the grievor or the Union fails to process a grievance to the next step of the grievance procedure within the time limits specified, they shall be deemed to have abandoned the grievance. Similarly, if the Employer does not reply within the time limits set the grievance shall be deemed to have been accepted and the redress determined.

10.12 Technical Objections to Grievances

No grievance shall be defeated or denied by any technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive technical irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision in accordance with this Agreement.

ARTICLE 11 – ARBITRATION

11.01 Composition of Board of Arbitration

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 the 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 nominee to the arbitration board. The two nominees shall then meet to select an impartial chairperson from the following list of LMCC accredited Arbitrators:

- 1) Dave Alcock
- 4) Dennis Browne

- 2) Wayne Thistle
- 3) J. Oakley
- 5) John Scott

11.02 Failure to Appoint

If the party receiving the notice fails to appoint a nominee within ten (10) days, the appointment shall be made by the Minister of Employment and Labour Relations, upon request of either party. The parties may, at any time, dispense with a three person Board of Arbitration and mutually agree to proceed with a sole arbitrator selected from the above list of arbitrators as provided in clause 11:01.

11.03 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avail legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within thirty (30) days from the time the chairperson hears the case unless the parties waive this time limit upon the request of the Chairperson.

11.04 Decision 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 chairperson shall be the decision of the Board. The decision of the board of arbitration shall be final, binding, and enforceable on all parties, and may not be changed. The board of arbitration shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

11.05 Disagreement on Decision

- (1) Should the parties disagree as to the meaning of the board's decision, either party may apply to the chairperson of the Board within forth-five (45) days of the date of the decision to reconvene the Board to clarify the decision. The Board shall render its interpretation / clarification as soon as possible after the reconvened hearing.

11.06 Expenses of the Board

Each party shall pay:

1. The fees and expenses of the nominee it appoints.
2. One-half of the fees and expenses of the Chairperson.

11.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may only be extended by mutual consent of the parties in writing.

11.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the representatives of the parties or the Arbitration Board or Sole Arbitrator to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

11.09 Single Arbitrator

Where the parties mutually agree, a sole arbitrator may be appointed in place of a board of arbitration. The sole arbitrator shall have all the rights and powers of a board of arbitration appointed under this Article. Each party shall pay one half of the fees and expenses of the arbitrator.

ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring work up to a required standard by a given date, the Employer shall within five (5) working days thereafter give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

The record of an employee shall not be used against him at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse report.

12.02 Discharge Procedure

An employee may be dismissed but only for just and reasonable cause. When an employee is discharged or suspended, the employee shall be given the reason in the presence of the employee's Steward or in his/her absence another official of the Union. Such employee and the Union shall be advised promptly in writing by the Manager or designate of the reason for such discharge or suspension.

12.03 May Omit Grievance Steps

An employee considered by the Union to be unreasonably or unjustly discharged or suspended shall be entitled to a hearing under Article 10 - Grievance Procedure. Steps 1 and 2 of the grievance procedure shall be omitted in such cases.

12.04 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in the former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to the normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a board.

12.05 Crossing of Picket Lines During Strike

In the event that any other employees of the Employer engage in a legal strike, or, where employees of another employer are engaged in a legal strike and have established legal picket lines, employees covered by this Agreement may refuse to cross such picket lines, in such event, refusal will not be considered a violation of this Agreement or grounds for disciplinary action. PROVIDED HOWEVER that such a right shall not exist in respect of the Employer's two (2) Arenas.

12.06 Crossing of Picket Lines During Strike

There shall be deemed to be no violation of Article 4:02 if non-bargaining unit employees perform the required work where refusal to cross has been made known to the Employer.

12.07 Access to Personnel File

Upon the written request to the Arena Manager, employees shall have the right to have access to and review their personnel file in the presence of a management person.

ARTICLE 13 – SENIORITY

13.01 Definition

Seniority is defined as the length of service with the Employer and shall be used in determining preference or priority for promotions, non-disciplinary demotions, permanent transfers, lay-offs and recall. Seniority shall operate on a Bargaining Unit wide basis.

13.02 Seniority List

The Employer shall maintain a seniority list showing the status, classification and date service commenced. The Employer will provide such a seniority list to the Union on a semi-annual basis (April and September) and such a list will be posted on all bulletin boards.

13.03 Probation for Newly Hired Employees

Newly hired employees(s) shall be on a probationary period for a period of ninety working days from the date of hiring and such period may be extended by mutual agreement. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to termination of employment. The employment of such employees may be terminated at any time during the probationary period, without recourse to the grievance procedure, unless the Union claims discrimination, as noted in Article 5.01, as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment prior to completion of the probationary period.

13.04 Loss of Seniority

An employee shall accumulate and retain his/her seniority rights if absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer unless otherwise stated below.

An employee shall only lose his/her seniority in the event:

1. he/she is discharged for just cause and is not reinstated;
2. he/she resigns in writing and does not withdraw the resignation within one (1) working day.
3. he/she is absent from work in excess of two (2) days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
4. he/she fails to return to work within seven (7) calendar days following a recall and after being notified by hand delivered notice, or registered mail delivered or directed to the last known Mount Pearl or a forwarding address. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address.
5. he/she is laid off for a period longer than two (2) years.
6. he/she is permanently disabled or is unable to perform work duties due to incapacity within eighteen (18) months if not a compensable injury or illness or within twenty-four (24) months if a Worker's compensable injury or illness unless his/her disability can be reasonably accommodated without displacing an employee with seniority.
7. he/she retires at the age of sixty-five (65) or earlier.

13.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without his/her consent. If an employee is transferred to a position outside of the Bargaining

Unit, the employee shall retain seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an employee later returns to the Bargaining Unit, the employee shall be placed in a job consistent with seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

13.06 Reduction of Hours of Work

When it is determined by the Employer that it is necessary to reduce the total normal weekly hours of work, as set out in Article 16.01 to be worked by the permanent and/or Certified Arena Worker I employees under this Agreement such reductions shall be made first from the most junior employee/s in the group whose hours are to be reduced. It is understood and agreed that the Employer when reducing the number of employees shall select for layoff on the basis of seniority by group defined by the regular hours worked. Any senior employee (who normally works forty (40) hours per week) who is laid off while a junior employee (who regularly works less than full time hours) remains at work may elect to bump the junior employee and, therefore, work the fewer hours at the rate which was applicable to the junior employee. No employee shall be entitled to bump up to a higher rate or for more regular hours or where he/she does not have the required ability or qualifications to do the work required.

13.07 Deleted

ARTICLE 14- PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of one (1) week, so that all members will know about the vacancy or new position.

14.02 Information on Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "The position is open to male and female applicants".

14.03 No Outside Advertising

No outside advertising for additional employees shall be placed until present employees have had a full opportunity to apply. Notwithstanding the foregoing, advertising for the purpose of filling vacancies or new positions outside the Bargaining Unit, shall be made simultaneously with notification to the Union of the existence of the available position.

14.04 Role of Seniority in Filling Vacancies on Promotion

Both parties recognize:

1. The principle of promotion within the service of the Employer;
2. That job opportunity should increase in proportion to length of service.

Therefore, in filling vacancies on promotion within the Bargaining Unit, appointment shall be made on the applicant with the greatest seniority and having sufficient ability and qualifications required to perform the job. Appointments from within the Bargaining Unit shall be made within four (4) weeks of posting.

14.05 Trial Period

The successful applicant shall be placed on trial for a period of five (5) months and such period may be extended by mutual agreement. Conditional on satisfactory service, the employee shall be declared permanent after the period of five (5) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

14.06 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is actively training towards such qualifications prior to the posting. Such employee will be given an opportunity to qualify within a reasonable length of time and revert to the former position if the required qualifications are not met within such time.

14.07 Union Notification

The Union shall be notified of all appointments, hiring, layoffs, permanent transfers, recalls and terminations of employment.

14.08 Handicapped Worker Provision

An employee, who has become incapacitated by injury or illness, shall be employed in other work which he can do, if such a position is available. It is understood that a permanent employee or Certified Arena Worker I so incapacitated may if he/she has more seniority swap his/her position with a part time employee but such swap shall be permanent notwithstanding any recovery after the swap. This provision cannot be used by an incapacitated a part time Arena Worker to obtain a permanent or Certified Arena Worker I position.

14.09 Older Worker Provision

An employee who, through advancing years or temporary disablement, is unable to perform regular duties, shall be employed in other work which the employee can do, provided such work is available. It is understood that a permanent employee or Certified Arena Worker I so incapacitated may if he/she has more seniority swap his/her position with a part time employee but such swap shall be permanent notwithstanding any recovery after the swap. This provision cannot be used by an incapacitated a part time Arena Worker to obtain a permanent or Certified Arena Worker I position.

14.10 Job Training

The Employer may at its discretion, inaugurate and maintain a system of “on the job” training so that every employee shall have the opportunity of receiving training and qualifying for promotion in the event of a vacancy arising to the next senior position. Accordingly, senior employees shall be allowed regular opportunities to learn the work of such positions during the regular working hours by arranging with interested employees to exchange positions for temporary periods, without affecting the rate of pay of employees concerned. Employees who through on the job training acquire skills or qualifications for another position may not displace a more junior employee who was hired into the position held or who has successfully acquired the position through job posting. Such employees may only use the newly acquired qualifications or skills to bid on a vacancy or be assigned on temporary assignment.

14.11 Technological Change or New Method of Operation

In the event of technological changes which will have the effect of reducing the existing current work force, the Employer will endeavour to provide training opportunities for the affected employees, provided job opportunities exist within the Mount Pearl Glacier work force.

ARTICLE 15 – LAYOFFS AND RECALLS

15.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force due to lack of work.

15.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees whose position becomes redundant shall be laid off. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right has the ability and is sufficiently qualified to perform the work of the less senior employee.

15.03 Recall Procedure

Employees shall be recalled in the order of their seniority provided that those employees being recalled have the ability and qualifications to perform the work required.

15.04 No New Employees

New employee(s) shall not be hired until those laid off have been given an opportunity of recall provided that those employees being recalled have the ability and qualifications to perform the work required.

15.05 Advance Notice of Layoff

Unless the Employer would otherwise be exempted by legislation or where the legislation is more favourable to either the Employer or the employees, the Employer shall:

1. Notify permanent and permanent part-time employees who have been employed by the Employer for a period of less than two (2) years, five (5) working days prior to the effective date of layoff;
2. Notify permanent and permanent part-time employees who have been employed by the Employer for a period of two (2) years or more but less than five (5) years, ten (10) working days prior to the effective date of layoff;
3. Notify permanent and permanent part-time employees who have been employed by the Employer for a period of five (5) years or more but less than ten (10) years, fifteen (15) working days prior to the effective date of layoff;
4. Notify permanent and permanent part-time employees who have been employed by the Employer for a period of ten (10) years or more but less than fifteen (15) years, twenty (20) working days prior to the effective date of layoff;
5. Notify permanent and permanent part-time employees who have been employed by the Employer for a period of fifteen (15) years or more, thirty (30) working days prior to the effective date of layoff;

If the employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available provided the Employer is not otherwise exempt under the Legislation.

Nothing herein shall prevent the Employer at the end or near the end of the ice season from providing a notice which may be extended on a day by day basis.

15.06 Layoffs / Recalls for Temporary Assignment

No layoff notice will be required for employees recalled to work for periods of time of less than 30 days duration, when the layoff notice is included in the recall notice. An employee who refuses temporary employment for periods of short duration shall not lose

seniority or the right of recall if they refuse because of illness, accompanied by a medical certificate, or refuse a recall to a classification other than their normal classification. The minimum recall period shall be one day. Where the Employer attempts to recall an employee and either is unable to personally reach him/her or while the employee is not available during the notice requirements including the seven (7) days contemplated in Article 13:04 (4), the Employer shall be entitled to recall which ever employee is most readily available to do the work required without financial penalty until the next shift after the shift the initially recalled employee advises he/she is available to commence work. The initially recalled employee shall then replace the employee temporarily used to fill in without notice of layoff.

15.07 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

ARTICLE 16 – HOURS OF WORK

16.01 Regular Hours of Work

The regular hours of work for permanent and Certified Arena Worker I's will normally be forty (40) hours per week. The regular work week commences at 00:01 hours Sunday and ends at 24:00 hours on the following Saturday. The regular work week for permanent and Certified Arena Worker I's shall be five (5) days in a calendar week with at least two (2) days off each seven day cycle and every third weekend scheduled off consisting of two (2) consecutive days off. Notwithstanding the foregoing, during the term of this Agreement, the Employer will continue to develop schedules in consultation with employees as per past practice.

16.02 Split Shifts

Permanent part-time employees may be scheduled split shifts up to forty (40) hours per regular work week but shall be scheduled at least one day off per week.

16.03 Scheduling Shifts

In scheduling Certified Arena Worker I's and permanent employees for their respective shifts, the Employer will act in a fair, reasonable, non discriminatory manner and attempt as far as practicable to provide an equalized regular work schedule to cover day-time and night-time shifts.

16.04 Balance Hours of Work

16.05 Rest Period

Employees shall be entitled to a rest period of fifteen (15) minutes during each half shift where the half shift is four (4) hours or more.

16.06 Lunch Period

Employees shall continue to take their lunch as operational requirements dictate.

16.07 Minimum 3 Hours (Regular Shift)

Employees called for their regular shift who report to work shall be paid a minimum of 3 hours at the appropriate rate. Part-time Arena Workers reporting pay shall be pro rated if regularly scheduled less than the hours being worked by permanent and Certified Arena Worker I.

16.08 Minimum Call-Back Pay

Any permanent or Certified Arena Worker I who is called in and is required to work outside the regular working day shall be paid for a minimum of two (2) hours at the applicable rate and such employee shall be paid for the period beginning when the employee reports to work and ends when the employee is relieved by a supervisor.

16.09 Posting Work Schedules

The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance of implementation. When an employee's days off are rescheduled or changed within forth-eight (48) hours of the originally scheduled days off, the employee shall be promptly notified of the change and may for just cause seek to be excused from the changed shift. Employees who have sought to be excused will ordinarily be excused if there is another employee with less seniority available to perform the work required.

16.10 Stand-By Duty Without Shift

Any employee required to be immediately available for work on stand-by during the period from 4:30 p.m. on any regular working day to 8:00 a.m. on the following regular working day shall be paid three (3) hours pay at straight rate of pay for such period on stand-by.

16.11 Stand-By / Call-Out Pay

All hours actually worked while on stand-by or while called out shall be paid at the applicable overtime rates. The opportunity for stand-by duty shall be divided among the qualified employees.

16.12 The issue of closure during snow storms is to be referred to the OSHA committee.

ARTICLE 17 – OVERTIME

17.01 Overtime Defined

- A. All time worked after the regularly scheduled work day or work week of all employees in excess of equivalent full time hours on a daily or weekly basis, shall be considered overtime.
- B. Notwithstanding the above, all time worked in excess of twelve (12) continuous hours in a work day (that is without a rest break) shall be compensated at the rate of double time.

17.02 Overtime Work

Except in cases of emergency or unforeseeable circumstances, three (3) hours notice shall be given before any employee is required to work overtime.

17.03 Fraction of Hours

For every fraction of an hour of overtime worked, employees shall be compensated as follows:

1 min. to 15 mins.	¼ hr. @ overtime rate
16 mins. to 30 mins.	½ hr. @ overtime rate
31 mins. to 45 mins.	¾ hr. @ overtime rate
46 mins. to 60 mins.	1 hr. @ overtime rate

17.04 Calculating of Overtime Rates

An employee who is absent on approved time off during the scheduled work week because of bereavement, paid holidays, vacation or other approved leave of absence with pay shall, for the purpose of computing overtime pay, be considered as if the employee had worked the regular hours during such absence.

17.05 Payment for Meals

An employee required to work more than four (4) hours of continuous overtime after a regular shift shall be provided with a meal allowance of \$8.00 by the Employer.

An employee required to work overtime on the employee's regularly scheduled day off shall be entitled to a meal allowance of \$8.00 after more than four (4) hours of continuous overtime.

An employee while on training (other than training in the workplace) will be entitled to a meal allowance of \$24.00 per day based upon a 12 hour day. Where the off site training is 6 hours or less the per diem is reduced to \$16.00.

No employee can receive more than two (2) meal allowances under any circumstances within a twenty-four (24) hour period.

A meal break of one-half (½) hour with pay shall be allowed within each twenty-four (24) hour shift when overtime work exceeds two (2) hours next after a regular shift.

This Article 17.06 shall only apply to unscheduled overtime.

17.06 Sharing of Overtime

The opportunity for overtime and call-out time shall be divided equally among those employees who are regularly responsible for the type of work required.

17.07 Break After 16 Hours of Work

Employees shall not be required to work more than sixteen (16) hours without an eight hour continuous break.

17.08 No Loss of Pay for Employer Directed Training

Employees recognize the importance and necessity of constantly upgrading their skills including work practices and safety skills and it that regard shall attend all training as directed by the employer as a condition of employment. Employees in attendance will suffer no loss of regular pay while attending such training and if held on their day off will be paid, for the hours of the training course that the employee was in attendance, or, with agreement of the Manager, may opt to arrange a day off, in lieu of pay.

ARTICLE 18 – SHIFT WORK

18.01 Change Shifts

Employees may switch a shift or shifts, provided the employee in question is capable of performing the duties required and the Manager or his designate has received notice in advance of the proposed shift switch.

18.02 Days Off

Subject to clause 16:01 days off shall be allocated at the rate of the minimum of 2 days off per seven day cycle.

18.03 Weekends Off

Days off shall be planned in such a way as to equally distribute weekends of subject to operational requirements of the Arena.

18.04 Double Shift

Employees shall not be required to work a double shift.

18.05 Rest Period

There shall be at least twelve (12) hours rest between change of shifts.

18.06 Rotation

The rotation of shifts shall be carried out in an equitable manner.

18.07 Minimum Shift Duration

No scheduled shift for a permanent part-time employee, or a part time Arena Worker shall be less than three (3) hours.

ARTICLE 19- HOLIDAYS

19.01 ABM Holidays

All permanent and Certified Arena Worker I's covered by this Agreement shall be granted the following holidays with pay:

New Year's Day	Labour Day
Remembrance Day	St. Patrick's Day
Christmas Day	Thanksgiving Day
Good Friday	Canada Day (July 1)
Victoria Day	Boxing Day

PLUS one other day to be classed as a floater which may be taken at the Employee's option upon thirty (30) days notice to the Arena Manager or his designate.

19.02 Exceptions

When a statutory holiday falls within the normal working shift, the employee will be given an extra days pay at the prevailing rate in the week the holiday occurs. This Article clause 19.02 and 19.01 only apply to permanent and Certified Arena Worker I's and such

employees shall meet the eligibility requirements of 19.03 items 1 to 5 in order to be entitled to the Holiday.

19.03 Statutory Holidays – Part-Time Employees

All Permanent Part-time employees will be granted the following holidays with pay:

New Year's Day	Canada Day (July 1)
Good Friday	Labour Day
St. Patrick's Day	Christmas Day
Remembrance Day	Thanksgiving Day
Victoria Day	Boxing Day

provided that:

1. They work at least twenty (20) hours during the week in which the holiday occurs;
2. They have been employed with the Arenas for a minimum of thirty (30) days;
3. They have worked their scheduled shift immediately preceding and immediately succeeding the holidays, unless approval has been given the Employer for leave on such days;
4. They are not on lay-off or leave of absence at the time the Holiday occurs;
5. The hours to be paid will be in the hours normally scheduled to work; however, in the event that such hours change from shift to shift, the hours to be paid will be the average of the actual regularly scheduled working hours during the thirty (30) days preceding the statutory holiday.

19.04 Holiday Pay

Subject to clause 19.02 in addition to regular holiday pay, double (2) times regular rate shall be paid for all time worked on a holiday if such a day was his/her scheduled day off. Where the holiday is a regularly scheduled day for the employee, he/she will be paid time and one-half for all hours worked in addition to regular holiday pay.

ARTICLE 20– VACATIONS

20.01 Length of Vacations

A permanent employee, Certified Arena Worker I or permanent part-time employee shall receive an annual vacation with pay or in lieu of vacation shall receive vacation pay as outlined below:

Length of Service	Vacation Days	% Rate of earnings
Less than 1 year	5/16 days each month	4%
More than 1 up to 5 yrs	10 working days	4%
More than 5 up to 10 yrs	15 working days	5.7%
More than 10 up to 15 yrs	20 working days	7.6%
More than 15 yrs to 25yrs	25 working days	9.6%
After 25 to 26 yrs	26 working days	10%
After 26 to 27 yrs	27 working days	10.4%
After 27 to 28 yrs	28 working days	10.8%
After 28 to 29 yrs	29 working days	11.2%
After 29 yrs	30 working days	11.5%

Employees who elect vacation days shall receive equivalent percentage of salary at their respective anniversary date less any vacation pay already received. Employees are to advise manager prior to January 1 of their intentions. All vacation time must be scheduled and taken on or before the qualified employees anniversary date or it must be paid out in the pay period next after the employees Anniversary date subject on to the special rights afforded eligible employees who have been on Workers Compensation as described in Clause 20.04 below.

20.02 Vacation Pay for Casual Employees

In lieu of vacation, all Casual employees shall receive cash payment at the rate of 4% as part of their weekly cheque.

20.03 Compensation for Holidays Falling Within Vacation Schedules

If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed an additional paid vacation day to be added to the end of the annual vacation.

20.04 Vacation Period

The period for taking vacations shall be from the 1st. Day of May to the 31st. Day of October unless otherwise agreed upon by the employee and the supervisor.

20.05 Vacation Pay on Termination

A permanent employee terminating employment at any time in the vacation year, before taking vacation, shall be entitled to a proportionate payment of a salary or wage in lieu of such vacation, prior to termination. In the event of death the estate of an employee shall be paid all vacation pay owed.

20.06 Vacation Schedules

Vacation schedules shall be posted by May 1st. Of each year and shall not be changed unless mutually agreed upon by the employee and the Employer.

Vacations shall commence immediately following an employee's regularly scheduled days off.

20.07 Call Back From Vacation

An employee who is called back to work during vacation shall have the vacation time reimbursed plus reimbursement for travel time. Further, the employee shall be reimbursed for all expenses incurred by virtue of recall.

An employee called back shall have the duty to mitigate any expenses or lost deposits in a timely fashion. Only non-recoverable expenses are subject to payment from the Employer.

20.08 Approved Leave of Absence During Vacation

Where an employee qualifies for bereavement, or any other approved paid leave during the period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date by mutual agreement. A permanent Employee shall be entitled to reschedule any vacation time off where prior to leaving on vacation he/she becomes incapacitated due to illness or injury.

20.09 Overtime Vacation Rate

No employee shall be required to work during a scheduled vacation period. However, should an employee agree to work when requested during the employee's scheduled vacation, the employee shall be paid at double the regular rate of pay plus one vacation lieu day off work for each day in which the employee performed any work.

20.10 Vacation While on Worker's Compensation

An employee who has been injured as a result of a work related accident, for which Workers' Compensation has been paid shall, subject to Article 20.01, upon return to work, receive any earned but un-used vacation, during the calendar year of return. There shall be no deduction from annual vacation for the period while on Worker's Compensation where the period on Worker's Compensation, (1) does not exceed eleven

months and (2) the permanent employee has worked at least one month, during the qualifying period, but in no event shall an employee, be in excess of the fifty-two (52) weeks net take home pay received in any calendar year including weekly Workers Compensation payments.

ARTICLE 21- SICK LEAVE

21.01 Sick Leave

Sick leave is defined as a paid leave of absence for employees who are unable to report or continue at work by reason of bona fide illness and may only be availed of for that purpose. It is in effect a safety net to prevent loss of pay where the employee is too sick to work.

21.02 Sick Leave Credits

- A. Employees will earn sick leave credits at the rate of one and one-half credits per month of service to a maximum of eighteen (18) in any calendar year which if unused may be banked up to a maximum of seventy-five (75) during the career of the employee upon the understanding that the last twenty five days banked must not exceed the May 1, 2011 rate of pay for the purposes of severance pay under Article 31.01 payout if taken as sick leave the rate applicable at the date the illness commenced will apply.
- B. Notwithstanding the above, part time employees will earn sick leave credits at the rate of one and one half credits for each one hundred and seventy three (173) hours worked, which if unused may be banked up to a maximum of 75 during the career of the employee unless clause 21.03 is availed of.
- C. Upon reaching seventy-five (75) credits in an employee's sick leave bank any unused sick leave earned in a calendar year (January to December) may be directed in accord with clause 31:02 to the employee's R.R.S.P. which is locked in or as otherwise permitted by clause 31.02.

21.03 Sick Leave Credits – Straight Time Rates

Each sick leave credit shall be equated for use purposes to one regular day's pay at straight time rates for the employee claiming absence by reason of sickness.

21.04 Eligibility

In order to be eligible for sick leave, an employee must be unable to work by reason of illness and must indicate that he/she will be absent due to illness as early as possible but not less than 30 minutes prior to the commencement of his/her scheduled shift and must do so by his/her supervisor or the alternate person who may be designated by the

Company in the absence of the supervisor. It is further understood that shifts which commence other than the early morning prior to 8 o'clock a.m., notification must be made two hours prior to the shift unless just cause exists for not doing so.

21.05 Medical Certificate

An employee shall be required to produce a certificate from a medical doctor for any period of absence due to illness in excess of two (2) days, certifying that he/she was unable to carry out his/her duties due to illness, however, where the total number of absences due to illness exceed three (3) or a total of five days used in any continuous twelve (12) month period a complete medical assessment may be required which if not performed by the Employer's designated Doctor shall be made available by the Employee's family doctor to the Employer's designated Doctor. Any proven abuse of the sick leave provisions herein shall be considered serious misconduct. The Employer will be responsible for All non MCP covered cost of obtaining a Doctor's Medical requested pursuant to this Article 21.05 and the Employee shall not suffer loss of pay for lost time required to take the medical.

21.06 Applicability

This Article 21 only applies to permanent and Certified Arena Worker Is, Permanent part-time and casual employees to be covered by this Article after six (6) months accumulated service subject to Article 4:03.

21.07 Extension of Sick Leave

Upon written request, an employee suffering a catastrophic illness, or non-compensable injury with more than five (5) years of service, who, by reason of a single incident, exhaustion of more than nine (9) sick leave credits will be extended additional sick credits up to one-half (1/2) of the credits earned in the calendar year in which the illness or injury began. Upon return to duty, the employee shall repay the extension of sick leave in full at the monthly rate earned.

ARTICLE 22 – LEAVE OF ABSENCE

22.01 Union Leave

Leave of absence with pay to a total of two (2) regular work days annually shall be granted on the Union's written request to either one or more members of the Union to represent the Union at labour conventions, schools, or seminars. The Union agrees that all written requests shall be submitted a minimum of five (5) working days prior to taking the actual time requested. Additional leave of absence with respect to the foregoing, without pay and without loss of seniority, will not be unreasonably denied on the Union's written request.

22.02 Paid Bereavement

An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death of a parent, spouse, grandparent, grandchild, brother, sister, child, mother-in-law, father-in-law, any relative who has been residing in the same household, or any other person as mutually agreed. Where the burial occurs outside the Province, such leave shall include as well reasonable travel time, the latter not to exceed one (1) extra working day.

An employee shall be granted one (1) regularly scheduled work day's leave without loss of salary or wages to attend the funeral of sisters-in-law and brothers-in-law.

22.03 Service Requirement for Maternity Leave

An employee shall qualify for maternity leave after completion of the probationary period and such maternity leave shall be without pay. The employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

22.04 Length of Maternity Leave

Maternity leave shall cover a period up to six (6) months covering continuously the time before, during and after the birth of a child. Where a doctor's certificate is provided, stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of three (3) additional months shall be allowed.

22.05 Seniority Status During Maternity Leave

While on maternity leave, an employee shall retain and accrue seniority only.

22.06 Employer Payment of Employee Benefits During Maternity Leave

During the period of maternity leave, the Employer shall continue to pay the Employer's share of the premiums for hospital, medical and group insurance and other employee benefits of this Agreement, provided that the employee continues to pay the employee's share of the appropriate premium.

22.07 Procedure Upon Return From Maternity Leave

When an employee decided to return to work after maternity leave, the employee shall provide the Employer with at least two (2) weeks notice. On return from maternity leave, the employee shall be placed in the employee's former position. If the former position no longer exists, the employee shall be placed in an equivalent position in the respective Arena.

22.08 Adoption Leave

Where an employee seeks leave due to a legal adoption of a child entering the employee's home for the first time the employee shall be granted a leave of absence, without pay, up to a maximum of six (6) months.

22.09 Seniority Status During Adoption Leave

While on adoption leave, an employee shall retain and accrue seniority only.

22.10 Employer Payment of Employee Benefits During Adoption Leave

During the period of adoption leave, the Employer shall continue to pay the Employer's share of the premiums for hospital, medical and group insurance and other employee benefits of this Agreement, provided that the employee continues to pay the employee's share of the appropriate premium.

22.11 Paternity Leave (Father Only)

An employee shall be allowed paternity leave for up to ten (10) weeks. The employee will inform the Employer at least two (2) weeks before the desired leave of absence, which may be before and/or after the birth but shall be a continuous period commencing not more than 30 days prior to or after the birth.

22.12 Seniority Status During Paternity Leave

While on paternity leave, an employee shall retain and accrue seniority.

22.13 Employer Payment of Employee Benefits During Paternity Leave

During the period of paternity leave, the Employer shall continue to pay the Employer's share of the premiums for hospital, medical and group insurance and other employee benefits of this Agreement, provided that the employee continues to pay the employee's share of the appropriate premium.

22.14 Special Leave

Employees shall be allowed leave of absence without pay and without loss of seniority for the following but may designate one of such days as a paid leave day once during each twelve (12) months of this Agreement:

<u>REASON</u>	<u>LEAVE OF ABSENCE</u>
Marriage of employee's child	One (1) working day
Employee's marriage	One (1) working day
Birth or adoption of employee's child	One (1) working day
Serious fire or flood in one's home	Up to three (3) days

REASON

Moving one's house

LEAVE OF ABSENCE

Maximum of one (1) day per calendar year, provided the moving day falls on an employee's scheduled work day.

22.15 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror in any court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent for an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

22.16 Education Leave

- (1) With the approval of the Employer, an employee may be granted leave of absence, without pay and without loss of seniority, for education purposes, provided the employee has no current or accumulated vacation leave available for use.
- (2) Upon written request, employees may be granted leave of absence with pay to write examinations to upgrade their employment qualifications.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

- (a) The Employer shall pay wages weekly and Thursday of each week shall be known as pay day. On each pay day each employee shall be presented with an itemized statement of wages and deductions. The Employer shall endeavour to have wages available to the employee by 10:30 a.m. on the pay day. The rate of pay for all employees covered by this Agreement shall be as set forth in Schedule "A" attached hereto.
- (b) The Employer will endeavour to have salary cheques available prior to the end of the evening shift on the evening immediately before pay day.

23.02 Vacation Pay

Employees proceeding on vacation shall receive vacation pay on the pay day previous to proceeding on vacation.

23.03 Temporary Assignments

The Employer has the right to temporarily assign employees. An employee required to fill temporarily a position for which a higher rate of wages than that for such employee's regular work is paid, shall receive the higher rate while so employed or to the end of the half "shift" whichever is greater, and employees required to fill, temporarily, positions for which a lower rate of wages is paid, shall not suffer any reduction in wages while employed in such position.

Temporary Lead Hands may be appointed from time to time as the need arises. Those appointments shall be based on seniority and ability to do the job required. Employees shall have the right to refuse appointments to the position of Lead Hand.

ARTICLE 24 – EMPLOYEE BENEFIT PLANS

24.01 Employee Benefit Plan

The employer agrees to maintain the existing or equivalent health and welfare benefits currently in place. Specifically a 50/50 cost shared Blue Cross Medical Insurance Plan, available to permanent, Certified Arena Worker I and permanent part-time employees, and a \$1500.00 cost shared 50/50 RRSP available to permanent and Certified Arena Worker I These plans shall only be available to the employees so long as they remain eligible under the plans.

A part time seasonal employee who works a minimum of thirty (30) hours per week is entitled effective January 1, 2004 to an RRSP to a maximum of seven hundred and fifty (\$750.00) dollars @ \$15.00 deducted weekly for 25 weeks.)

24.02 Annual Employee Benefit Statement

Annually, the Employer shall provide each employee with a detailed Employee Benefit Statement which shall outline in clear, simple and concise terms, the benefits received and their cost, including vacation credits, sick leave credits and extended health received by an eligible employee under the Blue Cross Plan.

24.03 Worker's Compensation Protection

All employees shall be covered by the Workers' Compensation Act. No employee shall have employment terminated as a result of absence from work with a compensable accident unless the employee is incapacitated and unable to return to work within 24 months as provided elsewhere herein.

For the period between the date of the accident and the receipt of Workers' Compensation benefit payments, the Employer shall advance an amount of money equal to the estimated earnings to be received from Worker's Compensation, less applicable personal deductions, e.g., pension plan, union dues, bonds,... with the exception of the employee's

share of the group benefit package for which the Employer will pay 100% of the cost. Such advances to be subject to recovery by the Employer when the Workers' Compensation claim has been finalized and approved.

24.04 Employer's Contribution to All Group Benefit Programs

All group benefits programs will be on a cost sharing basis between the Employer and the employee on a 50% (Employer) and 50% (Employee) basis.

ARTICLE 25 – HEALTH AND SAFETY

25.01 Co-operation on Safety

The Union and the Employer shall co-operate in improving regulations which will provide adequate protection to employees engaged in hazardous work.

25.02 Union/Employer Safety Committee

A Safety and Health Committee shall be established and composed of one (1) representative appointed by the Employer and one (1) representative appointed by the Union.

25.03 Safety Committee Pay Provisions

The Safety & Health Committee shall meet once a month (Unless it is mutually agreed that a meeting is not necessary) to deal with all unsafe, hazardous, or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of the minutes of all Committee meetings shall be sent to the Employer and to the Union.

25.04 Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing.

25.05 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job or operate any equipment which in the opinion of the Safety Committee, is not safe.

25.06 Investigation of Accidents

The Safety & Health Committee shall be notified of each accident or injury and shall investigate and report to the Union and the Employer as soon as possible on the nature and cause of the accident or injury.

25.07 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at the employee's regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. An employee who has received payment under section shall receive pay for the time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

25.08 Transportation of Accident Victims

Transportation to the nearest physical or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

25.09 Pollution Control

The Employer and the Union agree that the limiting of environmental pollution is a desirable objective. Therefore, the parties affirm according to their respective responsibilities, their joint objective to co-operate and promote jointly the objective of a pollution free environment at work and in the community.

25.10 First Aid Kits

A First Aid Kit shall be supplied by the Employer and each Arena's main area and in other appropriate locations of the Employer.

25.11 Inclement Weather

Whenever ordinary work cannot be reasonably continued during working hours by reason of inclement weather conditions and the employer closes operations and releases the employees, then, the employees shall receive full pay for the time of such closure.

ARTICLE 26 – ALLOWANCES

26.01 Clothing

The Employer agrees to provide the following employees a maximum of the following clothing during a contract year at the Employer's expense, and the Employer will continue consultation with the Health and Safety Committee. Employee issued clothing is to be worn during working hours.

- 1 pair coveralls;
- 3 pairs work gloves,
- 1 pair of footwear (option boots/sneakers)
- 1 logo jacket once every two (2) years*

*. This Jacket must only be worn while at work and on the premises of the Employer

To be eligible for the above, the employee must have permanent or Certified Arena Worker I status.

Permanent part-time employees shall only be entitled to these issues once every two (2) years. Only the return of the previous issue will trigger replacement. The employer will replace the aforementioned free issues within the designated periods where the issue is rendered unserviceable through usual wear and tear while at work.

26.02 Lockers

The Employer agrees to provide lockers at each Arena location for use by employees usually assigned to that Arena. The employee shall provide a lock; however, the Employer reserves the right to request the employee to open the locker for inspection in the presence of a Shop Steward at any time deemed necessary. Refusal to permit such inspection shall be cause for immediate discipline and the lock may be removed by the Employer without compensation to the employee.

ARTICLE 27 – GENERAL CONDITIONS

27.01 Plural May Apply

Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require.

27.02 Bulletin Boards

Provision shall be made by the Employer for a bulletin board which shall be in a conspicuous place, easily accessible to and frequented by a majority of employees. Such bulletin board shall be used for the posting of notices for the information of Union members. Notices placed by the Union shall be placed on the bulletin board only on the authorization of a recognized Union representative and shall be removed only upon such authorization.

27.03 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall provide in booklet form one (1) copy to each current employee and future new employees plus ten (10) copies for the Union during the life of the contract. All extra copies to be provided at cost.

27.04 Strikes and Lockouts

During the term of this Agreement, the Employer agrees that there will be no lockouts and the Union agree that there will be no strikes or other collective action which will

stop, curtail, or interfere with the work required, provided however there is no obvious attempt to circumvent the provisions of this Agreement.

27.05 Designation of Supervisor

Every employee shall be notified of the name of the immediate designated supervisor.

ARTICLE 28 – ACQUIRED RIGHTS

28.01 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate any portion of this Agreement, this entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party upon notice to the other may reopen the pertinent parts of the Agreement for negotiation.

ARTICLE 29 – TERM OF THE AGREEMENT

29.01 Duration

This Agreement shall be binding and remain in effect from May 1, 2012 to April 30, 2016, both inclusive, and shall continue from year to year thereafter unless either party gives to the other party sixty (60) days notice in writing that it desires its termination or amendment.

29.02 Changes in Agreement

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

29.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, between the period of 30 and 90 days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fifteen (15) working days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for a new Agreement.

ARTICLE 30 – CONTRACTING OUT

30.01 Contracting Out

The Employer shall not contract out work normally and regularly performed by employees if the work contracted out results in any loss of hours for members of the bargaining unit.

ARTICLE 31- SEVERANCE PAY

31.01 Accrued Sick Leave

Sick Leave shall accrue to a maximum of seventy-five (75) days.

Upon retirement, expiry of recall rights, or death, such days shall be converted to severance pay. In the event of the death of an employee, the value of accrued sick leave shall be paid to the employee's estate.

31.02 Unused Sick Leave Credits

Any unused sick day credits over the earned accrued in 31.01 shall be paid to an employee monthly, at fifty (50) percent of credits in accordance with classification and rate in schedule "A" or at the Employee's option either once annually to have the percentage benefit paid into his R.R.S.P. if the RRSP is locked in or to have fifty (50) percent of credits in accordance with classification and rate in Schedule "A" paid out to the employee at or near the last payroll for the calendar year.

31.03 Eligibility

The provision of article 31.01 shall apply only to employees who have accumulated seven (7) years of service and:

(i) reached the normal retirement age of sixty-five (65)

or

(ii) retire with a combination of: years of service plus age to equal eighty (80).

SIGNED at Mount Pearl this 10th day of December 2012.

**MOUNT PEARL ARENA BOARD
OF MANAGEMENT INC.**

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2099-1**

Chairperson

Negotiating Committee Member

Manager

Negotiating Committee Member

Board Member

Board Member

National Representative

LETTER OF UNDERSTANDING #1

10 December 2012

C.U.P.E.
Local 2099-1
36 Austin Street
P.O. Box 8745, Station "A"
St. John's, NL
A1B 3T2

Attention: Ms. Dawn Learning

Dear Sirs:

Re: Article 4:02

This is to confirm our understanding that the phrase of "job of short duration incidental to the performance of duties" is intended and will be used in the context of a task or a function which would take minutes to perform. This exception will not be used by either Board members or persons outside the unit (employed) to work on jobs of a duration extending to an hour or more, or, resurfacing the ice. The types of jobs or tasks envisaged include rendering immediate assistance to bargaining unit employees (heavy loads, to provide a rest, change light bulb, etc.), picking up parts/materials when otherwise in the area to ensure the continuity of work is not broken and is performed in an efficient manner.

Mount Pearl Arena Board of Management Inc.

Originally signed 24 April 1995

LETTER OF UNDERSTANDING #2

10 December 2012

Mount Pearl Arena Board of
Management Inc.
P.O. Box 458
Mount Pearl, NL
A1N 2C4

Attention: Ms. Michelle Rideout

Dear Sirs:

This is to confirm our understanding of the arena staffing during special events and functions (Christmas and Easter Hockey Tournaments, etc.). During these times it is understood that all Certified Arena Worker I and Permanent Part-time Employees will be employed and given a full 40 hour week schedule before any casual employees or Management Personnel (subject to Article 4:02) are utilized to perform such duties. It is further agreed that such casual employees, periodically called to perform bargaining unit duties, will be compensated at the appropriate rate of pay and have union dues deducted for that period. Such an employee, required to perform bargaining unit work, cannot perform any non-union tasks during that period, but is able to be employed by Management for such jobs once the period of unionized employment has ended.

C.U.P.E.
Local 2099-1

Dawn Learning, Chief Negotiator

Originally signed 11 January 1996

LETTER OF UNDERSTANDING #3

10 December 2012

C.U.P.E.

Local 2099-1
P.O. Box 8745, Station "A"
St. John's, NL
A1B 3T2

Employees temporarily assigned to work outside the bargaining unit will only have access to the grievance procedure for disciplinary and dismissal matters if such discipline or dismissal affects their position within the bargaining unit.

Mount Pearl Arena Board of Management Inc.

Originally signed 29 September 1997

LETTER OF UNDERSTANDING #4

10 December 2012

C.U.P.E.

Local 2099-1
P.O. Box 8745, Station "A"
St. John's, NL
A1B 3T2

The Employer agrees that employees covered in the collective agreement under articles 19.01, 19.02, and 19.03 shall be granted any new holiday not routinely scheduled and specifically proclaimed by the Provincial Government.

Mount Pearl Arena Board of Management Inc.

Originally signed 2 October 1997

SCHEDULE A

WAGES

NOW As of April 30, 2012	May 1, 2012 ²	DOS	May 1, 2013 ²	May 1, 2014 ²	May 1, 2015 ²
Certified Arena Worker I* \$20.00	+.70 \$20.70	Adj \$1.25 \$21.95	Adj \$2.00 \$23.95	+.50¢ \$24.45	+.50¢ \$24.95
Uncertified Arena Worker II \$16.05 ¹	+.70¢ \$16.75	+.25¢ \$17.00	+.50¢ \$17.50	+.50¢ \$18.00	+.50¢ \$18.50
¹ When assigned operating shift (Zamboni) now \$19.60	+.40¢ \$20.00	+.25¢ \$20.25	+.50¢ \$20.75	+.50¢ \$21.25	+.50¢ \$21.75

Probationary Employees will be paid \$1.50 per hour below the stated rate during the probationary period.

* Effective on signing the parties are agreed that the minimum qualifications for Arena Worker I shall include a designation of Power Engineer 4th Class. The current employees ** who hold a Refrigeration B classification will be grandfathered in the position but any existing or new employee shall have at least a 4th Class power engineer ticket.

² Retroactivity shall be applied to wages and overtime earned between May1, 2012 and the date of signing for each hour worked.