

**COLLECTIVE AGREEMENT**

between

**SOO ARENA ASSOCIATION**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4148**



Effective: January 1, 2009 to December 31, 2012

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**I N D E X**  
**CUPE LOCAL 4148 AND SOO ARENA ASSOCIATION**

**COLLECTIVE AGREEMENT**  
**JANUARY 1, 2009 TO DECEMBER 31, 2012**

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**COLLECTIVE AGREEMENT**

**BETWEEN:**

**SOO ARENA ASSOCIATION**  
(hereinafter referred to as the "Association")

OF THE FIRST PART;

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4148**  
(hereinafter referred to as the "Union")

OF THE SECOND PART.

**ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Association and its Employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement.
- 1.02 Wherever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine had been used where the context of the party or parties hereto so require.

**ARTICLE 2 - RECOGNITION**

- 2.01 The Association agrees to recognize the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all of its employees save and except the Manager, persons above the rank of Manager and one (1) Confidential Secretary.
- 2.02 The Association agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in Article 3.00. New employees shall be presented with an agreement by the Association on commencement of employment.

- 2.03 All correspondence between the parties hereto, arising out of this agreement or incidental thereto, shall pass to and from the Secretary and/or President of the Board of Directors of the Association and the Secretary of the Local Union.
- 2.04 It is agreed by the parties hereto that such persons performing work on a voluntary basis shall not apply to the collective agreement between the parties hereto.
- 2.05 It is agreed that persons performing voluntary work shall not cause displacement or loss of work or lay-off of permanent or regular employees.

### **ARTICLE 3 - UNION SECURITY**

- 3.01 Union dues shall be deducted from all employees after thirty (30) days of employment. Deductions will be made from the payroll period at the end of each month and shall be forwarded to the National Treasurer of the Canadian Union of Public Employees not later than the 15th day of the month following in respect of which deductions have been made, accompanied by a list of all employees from whose wages the deductions have been made which shall indicate the number of hours worked by each employee and the total of wages paid to each employee during the period for which deduction has been made.
- 3.02 (a) All regular employees of the Association, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union. All future regular employees of the Association shall as a condition of continued employment become members in good standing in the Union not later than after thirty (30) days of employment with the Association.
- (b) All employees working less than twenty-four (24) hours per week will be governed by the Rand Formula.

**ARTICLE 4 - NEGOTIATING AND GRIEVANCE COMMITTEE**

- 4.01 A Negotiating Committee shall be appointed and consist of the Board of Directors of the Association, and the Union, two (2) of whom shall be employees of the Association. The Union will advise the Association of the Union nominees to the Committee.
- 4.02 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Association.
- 4.03 In the event of either party wishing to call a meeting of the Committee, the Secretary of the Board of Directors of the Association or the Secretary of the Union, as the case may be, shall be notified. The said meeting shall be held at a time and place as shall be fixed by mutual agreement.
- 4.04 All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, promotion or discharge of employees and other working conditions, etc. shall be referred to the Negotiating Committee for discussion and settlement.
- 4.05 Any representative of the Union on this Committee who is in the employ of the Association, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration.
- 4.06 The Association acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of two (2) members, one of whom shall be an employee of the Association and the President of the Local. The personnel of such Committee shall be communicated to the Association.

**ARTICLE 5 - BULLETIN BOARDS**

- 5.01 The Union shall have the use of a bulletin board for the posting of notices relating to the Union business or activity, but any notices to be posted thereon shall be signed by an authorized officer of the Union and shall be subject to prior approval of the Association and such approval shall not be unreasonably withheld.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

- 6.01 Except as modified by this agreement and to the extent specifically described in the agreement, all rights and prerogatives of Management are retained by the Association and remain exclusively and without limitations within the right of the Association and its administration. Without limiting the generality of the foregoing, the Association's rights shall include:-
- (a) The Management of the Soo Pee Wee Arena and the direction of the working forces employed therein are vested exclusively with the Association. Subject to the provisions of this agreement, the Association retains the sole right to hire, discipline, suspend, discharge, lay-off, promote, demote, and to determine the starting and quitting time and the number of hours to be worked.
  - (b) The right of the Association to determine qualifications, duties and responsibilities of positions.
- 6.02 The Union further recognizes the right of the Association to operate and manage its business in all respects in accordance with its commitments and responsibilities. The methods, processes and mean of operation used, the right to use improved methods, machinery and equipment, and jurisdiction over all operations, buildings, machinery and tools are solely and exclusively the responsibility of the Association, subject to the terms of this agreement. The Association also has the right to make, alter and enforce from time to time, rules and regulations to be observed by the employees, but such rules and regulations shall not be contrary to the terms of this agreement.

## **ARTICLE 7 - DISCRIMINATION**

- 7.01 The parties agree that there will be no discrimination or coercion for any reason exercised by any of its officials or staff.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 The Union shall form a Grievance Committee to represent the Union in processing grievances and shall give the association written notice of the members of the Committee and any changes therein.
- 8.02 If a matter arises which an employee wishes to take up with the Association, it shall first be discussed by the employee with the manager.
- 8.03 If the matter is not resolved to the employee's satisfaction as a result of the discussion referred to in Article 8.02, the employee may, within ten (10) days after the occurrence of the fact or event which gave rise to the matter in dispute, deliver a written statement of his complaint to the manager, or his confidential secretary, on the grievance form. If the complaint concerns the meaning or application of the provisions of this agreement, it shall be considered a grievance and shall be settled in accordance with the following procedure:

### **STEP 1**

By the end of the 10th calendar day after the manager or his confidential secretary receives a grievance, a meeting shall be held to discuss the grievance. This meeting shall be attended by the grievor, one member of the union grievance committee and the manager and his confidential secretary if not available, a member of the Arena Board of Directors may take their place.

The manager or his representative shall give the Union grievance committee an answer, on the approved form, by the end of the 7th calendar day after the meeting referred to in Step 1 hereof.

### **STEP 2**

The grievance shall not be carried further unless by the end of the 7th day after receiving the Step 1 answer, the Union delivers to the Arena Board of Directors, written notice of referral to Step 2. Such notice shall indicate the clause or clauses of this agreement the Association deemed to have violated, as well as the reason or reasons why the Step 1 answer is unsatisfactory.

By the end of the 5th calendar day after receiving the referral to Step 2, a meeting to discuss the grievance shall be held by the chairman of the Arena Board of Directors or his representative, the manager, his confidential secretary and the Union grievance committee.

By the end of the 7th calendar day after the Step 2 meeting, the chairman of the Arena Board of Directors or his representative, shall give the Union grievance committee an answer in writing.

### **STEP 3**

The grievance shall not be carried further unless by the end of the 14th calendar day after receiving the answer of the chairman of the Arenas Board of Directors or his representative, the Union grievance committee delivers to the Association written notice referring the grievance to arbitration.

By the end of the 14th calendar day after receiving a notice of referral mentioned in paragraph 1 of Step 3 hereof, the Association and the Union shall each appoint a representative to a Board of Arbitration. Such representatives shall select a chairman, and if they fail to do so within thirty (30) days, he shall be appointed on application of either party hereto to the Minister of Labour of the Province of Ontario.

- 8.04            The Board of Arbitration shall not alter, modify or amend any part of this agreement, or make any decision inconsistent with its provisions.
- 8.05            Subject to Article 8.04, the decision of the Board of Arbitration shall be binding on the Association, the Union and the employees. Any recompense may be made retroactive to the date on which the written grievance was received by the manager and for up to ten (10) additional days if the employee could not reasonably have known of the fact or event giving rise to the grievance prior to the date he first discussed it with the manager.
- 8.06            The expenses of the chairman of the Board of Arbitration shall be borne equally by the Association and the Union.
- 8.07            Failure of the grievor or the Union to process a grievance to the next step in the Grievance Procedure within the time limit specified shall not be deemed to have prejudiced the Union of any future similar grievance.



8.08            General

- (a)    The Union Representative may be present at the request of either party.
- (b)    When it is necessary for grievance committee meetings to be held with the Association, up to two (2) employees on the Committee may be given time off with pay for the meeting.
- (c)    Complaints or grievance time limits may be extended by mutual written consent of the parties where necessary for important reasons and not for any undue additional time, however, an Arbitration Board shall have the right to waive any violated time limits set out in the grievance procedure on such terms as it deems desirable.
- (d)    The Union Grievance Committee shall consist of two (2) members of the Union who are employees of the Association and the President of the Union.
- (e)    Any differences arising between the Union and the Association from interpretation, application, administration or the alleged violation of the provisions of this agreement, instead of following the procedure hereinbefore set out, may be submitted in writing by either party to the other at Step 2 of the grievance procedure, provided that no more than thirty (30) calendar days have elapsed since the occurrence of the alleged general grievance.

**ARTICLE 9 - DISCIPLINE**

- 9.01            When an employee is disciplined, the Union Grievance Committee or the Group Vice-President shall be informed of the reason for discipline and the penalty assessed. If the penalty is not considered warranted, the matter may be referred to the Grievance Procedure.
- 9.02            In dealing with grievances arising out of Article 8, an Arbitration Board may uphold, remove, or modify any discharge or other penalty imposed by the Association, subject to the provision of clause 8.04.

- 9.03 In any discharge or discipline grievance, an Arbitration Board shall have the power to dispose of the grievance by an arrangement which in its opinion, it deems just and equitable.
- 9.04 Each of the parties shall bear the expense of its nominee on the Arbitration Board and the parties shall share equally the remuneration and expenses of the Chairman.

#### **ARTICLE 10 - NO STRIKES OR LOCKOUTS**

- 10.01 In view of the orderly procedures established herein of the disposition of grievances and complaints, the Association agrees that it will cause or direct no lockouts of its employees for the duration of this agreement, and the Union agrees that there will be no strikes which will stop or interfere with the services of the Association for the duration of this agreement.

#### **ARTICLE 11 - SENIORITY**

11.01 Calculation of Seniority

Seniority shall be established on the basis of an employee's service with the Association, calculated from the employee's most recent date of hire.

11.02 Probationary Employees

When a new employee is hired he shall be on probation for a period of three (3) months. The purpose of this probationary period is to allow the Association to decide whether it wishes to retain an employee in the Arena.

Employees retained past the probationary period shall be deemed satisfactory and placed on the seniority list and credited with seniority from their most recent date of hire.

11.03            Definition of Employees

In this agreement:

- (a) Probationary employee - means an employee who has not completed the three (3) months probationary period;
- (b) Regular employee - means an employee who has completed his three (3) months probationary period.
- (c) Full time shall be defined as persons working forty (40) hours per week.
- (d) Regular Part-Time shall be defined as persons working less than forty (40) hours per week.

11.04            Seniority Lists

The Association will maintain seniority lists, showing the date upon which each employee's service commenced. Such list shall be posted on the bulletin board. On request, any officer of the Union will be supplied with a copy of the seniority list and/or with the necessary information relative to seniority and rates of pay of any employee or group of employees.

Any employee who believes that he is not listed in his proper position may take the matter up with the manager and/or the Board of Directors. If any corrections are approved within a period of ninety (90) days, the list will be amended and a copy given to the Union. After which the list will be brought up to date each January 1st.

Seniority shall commence at the time each Regular employee's service commenced. Two (2) separate lists shall be posted; that is one (1) list for full time employees and a second (2nd) list for part time employees.

11.05            Hours of Work/Shift Scheduling

The Parties agree for the purpose of selecting shifts or the assigning of hours of work. The employees' length of service in their current classification will be the determining factor in deciding who the hours of work are assigned to. Service in a particular classification will begin the first day the employee begins to work in the particular classification and cease once an employee leaves that classification. It is understood that if the employee returns to work in the

classification they previously occupied then all service hours will be reinstated. Employees shall not carry over any service hours from one classification to another.

## **ARTICLE 12 - PROMOTIONS, VACANCIES AND NEW POSITIONS**

- 12.01 Ten (10) days prior to filling any vacancies or new positions covered by the terms of this agreement, the Association will notify the Union in writing and post notice of the position on the bulletin board in order that all members will know about the position and be able to make written application therefore. Such notices shall contain the following information; nature of position, required knowledge and education, ability and skills and wage rate or wage range.
- 12.02 Promotions to vacancies and new positions shall be according to employee's seniority standing, ability and proficiency to perform the work. Where ability and proficiency to perform the work are equal, seniority shall be the determining factor. A three (3) month trial period will be for the one promoted to prove efficiency. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he shall be returned to his former position without loss of seniority and any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority.
- 12.03 When an employee relieves in a position of higher classification for a period of one (1) day or more, such employee shall receive the rate applicable to the higher classification while so relieving.
- 12.04 Any employee covered by this agreement who has given good and faithful service to the Association and who, through advancing years, or temporary disablement is unable to perform his regular duties, shall be given the preference of any light work available at the wages payable at the time for the position to which he is assigned.

**ARTICLE 13 - JOB POSTING**

- 13.01 All vacant and newly created positions within the scope of this agreement shall be posted for one (1) calendar week excluding holidays during which time present employees shall have the opportunity to submit applications. The job posting will indicate qualifications, experience required, job class and starting salary. One copy of the job posting shall be forwarded to the Union Secretary. An employee who is off work due to illness, vacation, or leave of absence at the time a job is posted shall have the right to apply for such posted job within three (3) days of his return to work, but not more than one (1) month from the date on which the job opening was posted.
- 13.02 An employee who applies for and is placed in a job in accordance with 13.01 shall be given a three (3) month trial period, or such longer period as the parties may agree, to demonstrate his ability to perform the work satisfactorily. If during the trial period it is determined that an employee cannot qualify, such employee shall revert to his former position.

**ARTICLE 14 - LAY-OFF AND REHIRING**

- 14.01 (a) The Association agrees that in the event of lay-off, employees shall be laid off in the reverse order of their seniority and classification, and where it is necessary to rehire former employees they shall be reemployed as closely as possible in the reverse order in which they were laid off. Provided in all cases the employee has the ability to perform the work, and provided such recall is within one (1) year.
- (b) Employees may elect to bump into a position with a lower rate of pay provided the employee has greater seniority and has the ability to perform the work. But in no case can an employee bump up into a job paying a higher rate of pay.
- 14.02 Employees laid off due to a reduction in staff and who fail to return to work within ten (10) days after being notified by registered mail to do so, shall be considered out of the service and forfeit their seniority rights, unless through sickness or any other just cause agreed upon by the Association and the Union.

- 14.03 In the event of lay-offs, the Association agrees that it will offer employment to employees affected by lay-offs prior to engaging any new employee for similar work. Where a former employee is reemployed within one (1) year, he shall be credited with previous service in connection with vacations and other benefits based on length of service.
- 14.04 In the case where employment is based upon an hourly basis and except in the case of dismissal for cause, the notice by the Association shall be two (2) weeks unless the lay-off is caused by unforeseen circumstances.
- 14.05 If an employee is absent from work because of sickness, accident, lay-off or leave of absence approved by the Association, he shall not lose seniority rights.
- 14.06 Employees shall give as much notice as possible for their inability to report for work due to illness.
- 14.07 Except in cases of illness, an employee absenting himself from work for more than forty (40) hours, without permission, shall be deemed to have left the employ of the Association, and before being entitled to reinstatement, shall give a satisfactory explanation on his return to the manager.

#### **ARTICLE 15 - LEAVE OF ABSENCE**

- 15.01 All requests for leaves of absence shall be made in writing to the manager of the Association giving as much advance notice as possible. Replies shall also be given in writing by the Association.
- 15.02
- (a) Leave of absence will be granted, except in cases of emergency, for a total of six (6) days per year for Union functions, provided such leave involves no more than one (1) employee at one (1) time.
  - (b) Leave of absence in excess of six (6) days may be granted provided it does not interfere with the Association's operations.
  - (c) All leaves of absence for employees filling non-salaried, elected Union positions, or acting as Union delegates under this clause shall be without loss of benefits and seniority will continue to accrue. Such employees will receive their pay and benefits as provided for in this agreement but the Union shall reimburse the Association for all such

costs; plus any necessary administration charges during the period of absence.

- 15.03      An employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence by the Employer without loss of seniority but without pay or without cost to the Employer for a period up to six (6) months. Such leave may be renewed on request during his term of office.
- 15.04      Leave of absence for any reason other than those noted in clauses 15.02 and 15.03 may be granted and each case will be dealt with on its own merits.
- 15.05      The Association shall pay to any employee who is required to serve and serves on a jury in the District of Algoma, or as a court witness, the difference between the amount paid to him for his jury service or witness fee and the amount he would have been paid for the hours he would have normally been scheduled to work for the Association (without overtime) during the time when he was prevented from working for the Association because of jury or witness service, provided the employee concerned is not a party to the action.
- 15.06      (a)      In the event of a death in the family of an employee (i.e. father, mother, brother, sister, child, husband or wife, mother-in-law, father-in-law, guardian, brother-in-law, sister-in-law, grandparents, grandchildren), a reasonable amount of leave of absence will be granted for the purpose of attending the funeral.
- (b)      In recognition of the various personal relationships and responsibilities which exist among different families no fixed amount of leave has been established.
- (c)      It is recognized that the requirements of an employee can vary, therefore the leave of absence will be granted with pay, however, an appropriate deduction from accumulated sick leave will be made for all regularly scheduled time taken after the third consecutive day.

**ARTICLE 16 - HOURS OF WORK**

- 16.01 Normal hours of work shall be:
- Canteen Workers: Weekdays: 5 p.m. – 11 p.m.  
Weekends: 7 a.m. – 3 p.m.; 3 pm. – 11 p.m.
- Caretaker/Operator: Weekdays: 6 a.m. – 4 p.m.; 4 p.m. – close  
Weekends:  
Friday: 12 a.m. – 8 a.m.  
Saturday/Sunday: 8 a.m. – 4 p.m.  
4 p.m. – 12 a.m.
- 16.02 The work week shall be a period of seven (7) work days, beginning at 12.01 a.m. Sunday or the shift starting time closest thereto.
- 16.03 An employee who is called out to attend a meeting shall be paid a minimum of three (3) hours pay.
- 16.04 Shift schedules shall be posted two (2) weeks in advance and shifts shall be selected as per Article 11.05. Affected employees will be notified of changes in schedules.

**ARTICLE 17 - OVERTIME**

- 17.01 Overtime at the rate of time and one-half (1½) the regular pay shall be paid for all hours worked in excess of eight (8) hours per shift or forty (40) hours per week. There shall be no pyramiding of overtime hours and once hours have been paid at overtime rates, they shall not again be counted as hours worked for the calculation of overtime pay. The Association and the union agree to endeavour to avoid compulsion in working overtime, however, where overtime is necessary, the Association shall, notwithstanding statutory limitations, schedule employees to perform the work required.



**ARTICLE 18 - VACATIONS**

18.01 All bargaining unit employees hired, prior to January 1, 1998, will be granted vacation pay based on their seniority date calculated as per Article 11:00 as follows:

Less than one (1) year of seniority - 4% of previous calendar year earnings;

More than one (1) year but less than four (4) years seniority shall receive 6% of the total wages paid to such employee during the previous calendar year.

More than four (4) years but less than ten (10) years seniority shall receive 8% of the total wages paid to such employee during the previous calendar year.

More than ten (10) years seniority shall receive 10% of total wages paid to such employee during the previous calendar year.

18.02 Employees hired after January 1, 1997, will not be granted vacation based on their seniority date. They will be granted vacation on the basis of Vacation Service Years. Twelve hundred (1,200) hours worked shall constitute a Vacation Service Year and vacation will be granted in accordance with the following formula:

- less than one (1) Vacation Service Year - four (4%) percent of previous calendar year earnings.
- more than one (1) Vacation Service Year but less than four (4) Vacation Service Years - pay of six (6%) percent of previous calendar year earnings.
- more than four (4) Vacation Service Years but less than ten (10) Vacation Service Years - pay of eight (8%) percent of previous calendar year earnings.
- more than ten (10) Vacation Service Years shall receive pay of ten (10%) percent of previous calendar year earnings.

18.03 In addition to vacation pay as outlined in 18.01 and 18.02 full-time employees shall also be entitled to vacation time.

For calculation purposes two (2%) percent is defined as one (1) week of time

off. In no case shall any full-time employee who has completed one (1) year receive less than two (2) weeks of time off for vacation.

- 18.04 The vacation schedule shall be posted by May 1st each year. Employees must make their choice known to the manager by March 31st each year. All employees who have failed to file their request by March 31st will lose their seniority preference for vacation.
- 18.05 The Association agrees to co-operate with the employees in making provisions that employees shall be granted their vacation in consecutive weeks when requested.
- 18.06 If a paid holiday falls within the vacation period assigned to or chosen by an employee, he shall, in addition to his regular vacation pay, also receive an extra day's vacation with pay in lieu of each holiday.

#### **ARTICLE 19 - RECOGNIZED HOLIDAYS**

- 19.01 Employees hired prior to 1 January 2009 shall be paid for the following holidays at the regular rate of pay, and employees hired on or after 1 January 2009, shall be paid an amount equal to the employee's regular wages earned in the four (4) weeks prior to the public holiday, plus any vacation pay payable during that period, divided by 20:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Queen's Birthday	Remembrance Day
Dominion Day	Christmas Day
Civic Holiday	Boxing Day

Any employee who is required to work on a paid holiday, shall be paid at time and one-half (1½) his standard rate of pay for every hour worked in addition to his regular holiday pay. Due to the nature of the work the number of employees released for the particular holidays will be at the discretion of the manager.

Employees must have worked their last scheduled day before and their first scheduled day after a statutory holiday to qualify for pay on the holiday.

**ARTICLE 20 - EMPLOYEE BENEFIT PLAN**

- 20.01           The Association shall pay one hundred (100%) percent of the cost of the OHIP Plan.
- 20.02 (1)       Every employee shall be fully responsible for keeping the Association informed of changes in his marital status, number of dependents, correct address and telephone number.
- (2)       Full time employees working on the position of Caretaker Operator shall be enrolled in the Blue Choice Insurance Contract plan with Blue Cross.

**ARTICLE 21 - SICK LEAVE PROVISIONS**

- 21.01           Sick leave means the period of time a full-time employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of accident for which compensation is not payable under Workplace Safety Insurance Board (WSIB).
- 21.02           (a)       Full-time employees hired prior to January 1, 2000; upon completion of six (6) months service, sick leave will be accumulated at the rate of one-half ( $\frac{1}{2}$ ) day per month. On the 31st of December each year, employees shall have the option of converting a maximum of fifteen (15) days to cash. No employee may accumulate more than a total of sixty (60) days of sick leave.
- (b)       Full-time employees hired after December 31, 1999; upon completion of six (6) months service, sick leave will be accumulated at the rate of one-half ( $\frac{1}{2}$ ) day per month. No employee may accumulate more than a total of sixty (60) days of sick leave.
- 21.03           A master record of each employee's sick leave, showing the accumulated credit and accredited debits shall be kept by the Association and each employee may at reasonable times, check his current balance.

- 21.04 Recognized days off shall not be deducted from the accumulated sick leave.
- 21.05 No employee shall draw during his active service with the Association accumulated sick leave benefits if his absence from work is not due to illness as attested by the certificate of a medical practitioner, if requested.
- 21.06 Sick leave without pay may be granted at the sole discretion of the Association to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

## **ARTICLE 22 - GENERAL**

- 22.01 Proper accommodation shall be provided for all employees of the Association to have their meals and keep their clothes.
- 22.02 Employees of the Association excluded from the bargaining unit as defined by clause 2.01, shall not perform duties of employees in the bargaining unit except for emergency, training or instructional purposes.
- 22.03 The Employer shall add the employee's wage rate to the information included on the pay cheque stub.
- 22.04 Health and Safety
- The Parties agree to abide by all Health and Safety Legislation and Regulations currently in effect and as may be amended from time to time. The Parties further agree to meet within sixty (60) days of ratification to establish a Joint Health and Safety Committee and the Terms of Reference. The Parties commit to have one (1) Union representative selected by the Union and the Employer shall designate one (1) Management representative.
- The Employer commits, upon ratification to provide all employees of Soo Pee Wee Arena with WHIMIS Training.

**ARTICLE 23 - WAGES**

23.01 Wage rates and classifications shall be as follows:

<u>Classification</u>	<u>Jan1/09</u>	<u>Jan1/10</u>	<u>Jan1/11</u>
Arena Operator	\$ 19.30	\$ 19.68	\$ 20.07
Part-Time Student Caretaker Operator	\$ 12.77	\$ 13.03	\$ 13.29

<u>Part-Time Canteen</u>	<u>March 31, 2009</u>	<u>March 31, 2010</u>
General Minimum Wage	\$9.50 per hour	\$10.25 per hour
Students under 18 and working not more than 28 hours per week	\$8.90 per hour	\$9.60 per hour
Special Events	Ontario Minimum wage	

- Year 1 – All employees, as of December 31st of each year, will be paid a bonus of one-half (0.5%) percent for all hours worked, payable in February of the following year.
- Year 2 – All employees, as of December 31st of each year, will be paid a bonus of one (1%) percent for all hours worked, payable in February of the following year.
- Year 3 – All employees, as of December 31st of each year, will be paid a bonus of one (1%) for all hours worked, payable in February of the following year.

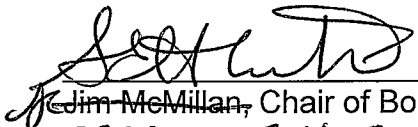
**ARTICLE 24 - TERMINATION AND AMENDMENTS**

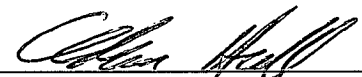
- 24.01 This agreement shall continue in force and effect from January 1, 2006 to December 31, 2008. Either party to this agreement may, not more than ninety (90) days, and not less than thirty (30) days prior to December 31, 2008, present to the other party in writing proposed terms of a new or further agreement and/or amendments to this agreement and a conference shall be held within fifteen (15) days at which time the parties will commence negotiations on the proposed amendments and/or terms of a new agreement.
- 24.02 Unless either party gives to the other party a written notice of termination or a desire to amend this agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

Signed in Sault Ste. Marie, Ontario, this 16th day of April, 2010.

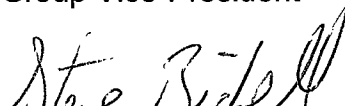
**SOO ARENA ASSOCIATION**

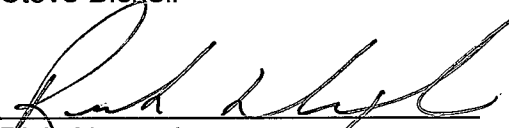
**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 4148**

  
\_\_\_\_\_  
Jim McMillan, Chair of Board  
SPENCER E.H. COULTA

  
\_\_\_\_\_  
Adam Hall,  
Group Vice-President

  
\_\_\_\_\_  
Jim Pearce, Chief Negotiator

  
\_\_\_\_\_  
Steve Bickell

  
\_\_\_\_\_  
Rick Alexander,  
CUPE National Representative

**LETTER OF AGREEMENT**

between

**SOO ARENA ASSOCIATION**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4148**

**RE: JOB DESCRIPTIONS**

1. The parties hereby agree to establish a two (2) person committee to meet for the purpose of agreeing on job description for each occupational classification listed in Article 23.01 of the Collective Agreement.
2. One (1) person is to be appointed by the Union and one (1) person is to be appointed by the Association.
3. The committee shall meet as necessary to complete all job descriptions.
4. Meetings will be held during the normal working hours of the Union committee member.
5. Should the committee be unable to reach agreement on a job description the difference will be resolved as per Article 8.08 (e) of the Collective Agreement.

Original

Signed in the City of Sault Ste. Marie, June 22, 1995

For the Association

J. Pearce  
E. Bentley

For the Union

W. Alexander  
R. Metcalfe

Revised January 21, 1998

**LETTER OF INTENT**

between

**SOO ARENA ASSOCIATION**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4148**

**RE: PART-TIME CARETAKER OPERATOR AT SOO PEE WEE ARENA**

Soo Arena Association will offer part time hours to caretaker operators in accordance with seniority, i.e. the most senior being offered all available hours first and so on down the list.

They shall endeavour to not employ more than six (6) part time caretaker operators at any one time.

Original letter to Trish Mack, CUPE National Representative  
Signed on June 22, 1995

by J. Pearce on behalf of the Soo Pee Wee Arena Association

Revised January 21, 1998.



**LETTER OF AGREEMENT**

**between**

**SOO ARENA ASSOCIATION**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4148**

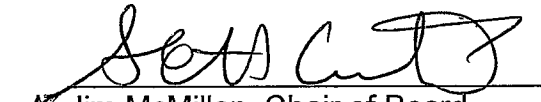
**TEN (10) HOUR SHIFTS**

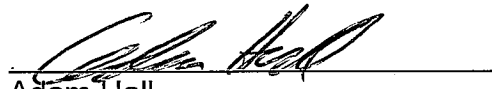
Where employees have requested, and the employer has agreed, to work ten (10) hour shifts the overtime provision of Article 17.01 shall be deemed to read "ten (10)" hours instead of "eight (8)".


Signed in Sault Ste. Marie, Ontario, this 16th day of April, 2010.

**SOO ARENA ASSOCIATION**

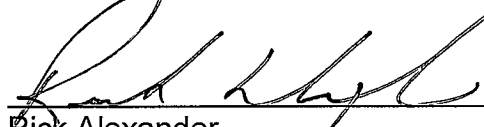
**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 4148**

  
Jim McMillan, Chair of Board  
SPENCER E.H. Coufu

  
Adam Hall,  
Group Vice-President

  
Jim Pearce, Chief Negotiator

  
Steve Bickell

  
Rick Alexander,  
CUPE National Representative

E.&O.E.  
cope-491  
03.16.10

**LETTER OF AGREEMENT**

**between**

**SOO ARENA ASSOCIATION**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4148**

**RE: BOOT ALLOWANCE**

It is agreed that all employees required to wear steel toed safety boots, on the job, who are regular employees, as defined in Article 11.03 (b), on September 1, each year will be paid an annual boot allowance of one hundred (\$100.00) dollars. Such boot allowance to be paid no later than October 1<sup>st</sup>.

Original signed:

In the City of Sault Ste. Marie, December 16, 2002

(Amended November 23, 2005)

(Amended July 3, 2009)

FOR THE COMPANY

J. Pearce

V. Vella

FOR THE UNION

Valerie Leask

Trish Andrews

**LETTER OF AGREEMENT**

**between**

**SOO ARENA ASSOCIATION**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4148**

**RE: STEVE BICKELL**

It is agreed to perpetuate the error that was made in paying Steve Bickell six (6) days of sick leave as per Article 21.02 (a).

This payment will continue for the duration of his employment with the Soo Arena Association and will not be allowed to exceed six (6) days of sick leave per year.

Original signed in Sault Ste. Marie, Ontario, July 3, 2009

FOR THE COMPANY  
Jim Pearce

FOR THE UNION  
Adam Hall  
Steve Bickell  
Rick Alexander