



COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

AND

KIRKFIELD-WESTWOOD COMMUNITY CENTRE INC.

FEBRUARY 6, 2011 TO FEBRUARY 5, 2014

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - PREAMBLE.....	1
ARTICLE 2 - DEFINITIONS	1
ARTICLE 3 - RECOGNITION.....	3
ARTICLE 4 - UNION SECURITY.....	3
ARTICLE 5 - NO DISCRIMINATION.....	4
ARTICLE 6 - SENIORITY	5
ARTICLE 7 - PROMOTIONS AND STAFF CHANGES.....	5
ARTICLE 8 - LAY-OFFS, RECALLS AND RESIGNATIONS	6
ARTICLE 9 - HOURS OF WORK	7
ARTICLE 10 - HOLIDAYS.....	8
ARTICLE 11 - VACATION	10
ARTICLE 12 - SICK LEAVE BENEFITS	10
ARTICLE 13 - PAY	11
ARTICLE 14 - OVERTIME.....	11
ARTICLE 15 - LABOUR MANAGEMENT RELATIONS.....	12
ARTICLE 16 - GRIEVANCE PROCEDURE	13
ARTICLE 17 - ARBITRATION	14
ARTICLE 18 - DISCIPLINE	14
ARTICLE 19 - LEAVE OF ABSENCE.....	15
ARTICLE 20 - JOB SECURITY	19
ARTICLE 21 - STRIKES AND LOCKOUTS.....	19
ARTICLE 22 - BENEFITS	19
ARTICLE 23 - TERM OF AGREEMENT	20
SCHEDULE "A" - WAGES.....	20
LETTERS OF UNDERSTANDING	22
RE: BENEFIT PLANS.....	22
RE: EXTENDED SICK LEAVE BENEFITS.....	23

AGREEMENT MADE THIS 29 DAY OF SEPTEMBER 2011.

BETWEEN:

KIRKFIELD-WESTWOOD COMMUNITY CENTRE INC.

(hereinafter called the "Employer")
Party of the First Part

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

(hereinafter called the "Union")
Party of the Second Part

ARTICLE 1 - PREAMBLE

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

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

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

Now therefore, the parties agree as follows:

ARTICLE 2 - DEFINITIONS

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

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

A term/seasonal employee is covered by the Collective Agreement.

- b) "employer" shall mean the Kirkfield-Westwood Community Centre Inc.
- c) "steward" means an employee appointed or elected by the Union who is authorized to represent the Union, an employee, or both, in the handling of grievances or matters pertaining to this Agreement.
- d) "termination" means the permanent separation of an employee from a position of employment whereby all commitments to that employee have been discharged by the Employer.

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

2.03 Probation

- a) A newly hired employee shall be on probation for an initial period of ninety (90) full time equivalent working days. The Employer may extend the probationary period for a period of time longer than ninety (90) full time equivalent working days provided that the duration of such extension is mutually agreed to between the employee affected and the Union and

the Employer. The employee shall be notified in writing by the Employer of the extension of the probationary period beyond the initial ninety (90) full time equivalent working days. At any time during the probationary period, or the extended probationary period, the employee may be terminated by the Employer in its sole and exclusive discretion and notwithstanding any provisions of this Agreement, such termination shall not be grievable nor arbitrable and shall be deemed to have been for just cause.

- b) For the purpose of this clause a working day shall be deemed to be a day that the employee is present at his place of employment.

ARTICLE 3 - RECOGNITION

- 3.01 All the functions, rights, pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained exclusively by the Employer including, without limiting the generality of the foregoing, the right to schedule overtime, suspend with or without pay, and require medical examinations, and the right to make, enforce and revise from time to time rules, regulations, practices, procedures and policies to be observed by the employees, which rules, regulations, practices, procedures and policies shall not be inconsistent with this Agreement.

In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

- 3.02 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 500 as the sole and exclusive bargaining agent for all its full time and part time staff covered by Certificate No. MLB 5940 as issued by the Manitoba Labour Relations Board on the 22nd day of March, 2002 save and except casuals and those excluded by the Act.

ARTICLE 4 - UNION SECURITY

- 4.01
 - a) All employees in the Bargaining Unit are eligible for Union membership.
 - b) All employees whose jobs form part of the bargaining unit shall be required to pay, and shall have deducted from their pay, Union dues as established from time to time.

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

- 4.02 The Union shall notify the Employer in writing of any changes in the amount of dues at least two (2) months prior to the end of the pay period in which the deductions are to be made.
- 4.03 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.
- 4.04 The Union agrees that there shall be no solicitation of members or other Union activities on the premises of the Employer, or during working hours, except as permitted by this Agreement.

It is understood and agreed that no meetings of the Union or its members will be held on the premises of the Employer at any time without the prior approval of the Employer.
- 4.05 The parties agree that there shall be no intimidation, interference, restraint or coercion exercised or practiced by them or their representatives upon employees because of non- membership in the Union.
- 4.06 The Union and its members agree to observe all the rules and regulations of the Employer which may now be in force or which may, at any time hereafter be put into effect, and such rules and regulations shall not conflict with any of the provisions of the Agreement.
- 4.07 The Union will provide the Employer with copies of this Agreement and membership cards to enable the Employer to provide a copy of the Agreement and cards to each new employee on or before the employee's commencement of employment.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 In administering the Collective Agreement, the Employer and the Union agree to comply with all provincial Human Rights legislation. Any disputes arising from this clause may be dealt with through the grievance procedure.

ARTICLE 6 - SENIORITY

6.01 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

6.02 Subject to Articles 7 and 8, seniority, subject to qualifications, shall be used in determining preference or priority for promotions, lay-offs and recall. Seniority shall operate on a bargaining-unit-wide basis. Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer.

6.03 Loss of Seniority

- a) An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. If an absence because of sickness or accident is to be of an indefinite term, the employee must provide a medical prognosis showing when he will be able to return to work.
- b) An employee shall lose his seniority and employment in the event:
 - 1. He is discharged for just cause and is not reinstated;
 - 2. He resigns.

6.04 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority. If such an employee later returns to the bargaining unit, he shall be placed in a job consistent with his seniority.

ARTICLE 7 - PROMOTIONS AND STAFF CHANGES

7.01 Recognition of Seniority

Both parties recognize:

- a) the principle of promotion of qualified personnel from within the service of the Employer;

- b) that qualifications, seniority, skills and ability will be considered in selecting an employee for internal promotion.

7.02 Job Postings

When a vacancy occurs or a new position is created, inside of the bargaining unit, the Employer shall post notice of the position for a minimum of ten (10) days in the rink attendant's office and the office of the Employer in order that all members will know about the position and be able to make written application therefore.

7.03 Information Postings

Such notice shall contain the following information:

Nature of position, location, qualifications, required knowledge and education, required physical condition, skills, shift, wage or salary rate or range. Qualifications may not be established in an unreasonable or discriminatory manner.

7.04 Union Notification

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

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

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

ARTICLE 8 - LAY-OFFS, RECALLS AND RESIGNATIONS

8.01 Lay-off and Rehiring Procedure

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

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

8.02 No New Employees

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

8.03 Notice of Lay-Off

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

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

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

8.05 Resignation

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

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

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

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

ARTICLE 9 - HOURS OF WORK

9.01 The standard hours of work during which the Employer may require or permit the employee to work are a maximum of ten (10) hours in any day and a maximum of forty (40) hours in any week and may include, where an employee has to be rescheduled, up to eighty (80) hours in a two (2) week period. The regular hours of work for full time employees shall be forty (40) hours per week. The foregoing shall not constitute a guarantee of hours of work per day or per week.

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

9.03 Shift Selection

Shift schedules shall be established by the Employer in accordance with operational requirements. Shift selection shall be determined in order of seniority.

Once shifts have been selected employees are obligated to work their shifts. Should an employee not be able to work the shift due to illness or other unforeseen reason, the employee will contact the General Manager. In the event the General Manager is not available, it will be the responsibility of the employee to contact employees not previously scheduled, in order of seniority, in an attempt to fill the shift.

Failure to contact the General Manager when an employee is not available to work a scheduled shift will result in discipline.

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

9.05 An employee's scheduled shift may be changed, cancelled or shortened without notice in the event of weather conditions or breakdown of equipment. An employee whose weekly scheduled hours of work have been reduced due to weather conditions or breakdown of equipment shall be afforded the opportunity to make up lost time at straight time rates by either working on their first normal weekly day off or in another manner agreed upon by the employee and the General Manager. A reduction of hours made pursuant to this Article shall not be considered a lay-off for the purpose of Article 8.

ARTICLE 10 - HOLIDAYS

10.01 Statutory Holidays

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

- i) New Year's Day
- ii) Louis Riel Day
- iii) Good Friday
- iv) Day fixed for celebration of Queen's birthday (May)
- v) Canada Day

- vi) August Civic Holiday
- vii) Labour Day
- viii) Thanksgiving Day
- ix) Remembrance Day
- x) Christmas Day
- xi) Boxing Day

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

10.03 An employee is eligible for holiday pay in relation to a general holiday unless

- a) the employee is absent on his or her first scheduled workday before or after the holiday without the employer's consent; or
- b) the holiday falls on a day that would normally be a workday for the employee, and the employee;
 - i) is required or scheduled to work on the holiday, and
 - ii) is absent on that day without the employer's consent.
- c) General holiday pay is five percent of an employee's total wages in the four-week period immediately before the holiday. Overtime should not be included in this calculation.

10.04 An employee who is entitled to pay for a statutory holiday and is required to work on the statutory holiday when it is not a regular scheduled working day, shall in addition to the regular holiday pay, be compensated at time and one-half (1 ½) for all hours worked on the statutory holiday, or be granted compensatory leave from such hours worked at his overtime rate of pay.

10.05 An employee who is scheduled and works on a statutory holiday shall receive an alternate day off with pay at a time agreeable to the employee's Supervisor in addition to 1 ½ times pay for all hours worked on the statutory holiday.

10.06 Where an employee who has been required to work on statutory holidays, leaves the employ of the Employer, he shall be entitled to receive pay in lieu of that number of days' leave of absence that has not been granted to him to which he is eligible.

- 10.07 Where a statutory holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.
- 10.08 Section .07 shall not apply when Remembrance Day falls during the vacation period of an employee.

ARTICLE 11 - VACATION

- 11.01 Annual vacation with pay shall be granted to all full time employees as follows:
- a) Two (2) weeks upon completion of an employee's first full (1) year of service and each year thereafter;
 - b) Three (3) weeks after ~~three~~ (3) consecutive years of service and each year thereafter; and
 - c) Four (4) weeks after ten (10) consecutive years of service and each year thereafter; and
 - d) Five (5) weeks after twenty (20) consecutive years of service and each year thereafter.
- 11.02 Annual vacation with pay shall be granted to all term, seasonal and part time employees on a pro-rated basis in accordance with the Collective Agreement.
- 11.03 In all cases, vacation time shall be fully agreed on by the employee and the General Manager and shall be final.

ARTICLE 12 - SICK LEAVE BENEFITS

- 12.01
- a) Employees who have completed their probationary period with the Employer shall accumulate paid sick leave credits for one and one quarter (1¼) days for each full month of service to a maximum of fifteen (15) days will be considered as sick leave;
 - b) Family Illness

Four (4) of these sick days may be used for family emergency situations (such as illness of children, etc.), per calendar year.
- 12.02 Illness of three (3) consecutive days or more will require a doctor's certificate. If no doctor's certificate is available or provided by the employee, only one (1) day will be considered as sick leave.

- 12.03 The entitlements referred to above shall not accumulate from year to year beyond the maximums referred to in 12.01 a).
- 12.04 In order to qualify for the utilization of sick leave benefits, the employee must advise the appropriate Management person of his or her absence and the reason for same at least sixty (60) minutes before his or her normal workday starts.
- 12.05 Sick pay shall only be applied for absences from an employee's regularly scheduled work day and shall not be applied to any days when an employee is off work due to suspension, layoff, leave of absence, Workers Compensation, scheduled days off, vacation or paid general holiday.

ARTICLE 13 - PAY

13.01 Rates of Pay

The rates of pay for the various classifications for the duration of this Agreement shall be as set out in the attached salary schedule.

- 13.02 All employees shall be paid on a biweekly basis with a one (1) week hold back to ensure accurate payment of wages.

13.03 Job Descriptions

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

ARTICLE 14 – OVERTIME

14.01 Overtime Rates

Where overtime work is required, overtime rates will be as follows:

a) On a Standard Work Day

Time and one-half (1½) will be paid for all time worked in excess of the standard hours of work.

b) On a Regularly Scheduled Day Off for a Full Time Employee

Time and one-half (1½) for all time worked except in cases of hours worked pursuant to Article 9.05.

- 14.02 Employees shall not have their regular hours of work reduced in order to equalize overtime worked.
- 14.03 As far as reasonably practicable, overtime will be equitably distributed among those employees who normally perform the available work.
- 14.04 Overtime compensation may also be negotiated by the General Manager and employee for the time-off if agreed on by both parties at the above designated rate. E.g. For each hour of overtime, the employee shall be awarded 1 ½ hours of time-off. In all cases regarding overtime, it shall be the General Manager who shall negotiate the above outlined overtime compensation with full agreement from the employee involved.

ARTICLE 15 - LABOUR MANAGEMENT RELATIONS

15.01 Representation

The Union will supply the Employer with the names of its Officers and Committee. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

15.02 Negotiating Committee

A Negotiating Committee shall be appointed and consist of not more than two (2) members of the employees and a Representative of CUPE. The Union will advise the Employer of the Union appointees.

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

15.04 Representation of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises upon approval by the Employer.

ARTICLE 16 - GRIEVANCE PROCEDURE

- 16.01 Should any employee subject to this Agreement believe he/she has been unjustly dealt with or that any of the provisions of the Agreement have been violated, he/she shall proceed with his/her grievance in the following manner:

Step 1

Within fifteen (15) working days of the event in question or the consequences of the event in question or from the time an employee should reasonably have known of the occurrence of the event upon which the grievance is based, the employee(s) shall, with the assistance of a representative of the Union, if he/she so desires, take up the matter with the General Manager, who shall render his decision within three (3) working days.

Step 2

Failing satisfactory settlement in Step 1, the Shop Steward(s) of the Union or a staff representative of the Union shall within fifteen (15) working days from the date the grievance was taken up with the General Manager, submit to the President of the Board a written statement of the particulars of the grievance and redress sought. The President of the Board shall render his decision, in writing, within five (5) working days after receiving the grievance.

Step 3

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

- 16.02 Notwithstanding the time limits specified above, longer time limits may be substituted therefore by mutual agreement.
- 16.03 The Union and its representatives may originate a policy grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at the President of the Board level.

ARTICLE 17 - ARBITRATION

17.01 For the purpose of this Section, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Statutory Holidays.

17.02 If the parties agree, grievances shall be heard by a single Arbitrator or, absent agreement, by a three person Arbitration Board. If a single Arbitrator is requested by the Union, the Union shall, in its notice of intent to proceed to Arbitration, suggest a person to serve as Arbitrator. The Employer shall respond within five (5) working days, either agreeing to the Union's proposed single Arbitrator, suggesting alternative Arbitrators or indicating a three person Arbitration Board.

If a three person Arbitration Board is used, appointees to the Board of Arbitration shall then meet to decide upon the selection of the Chairperson of the Board.

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

17.03 Amending of Time Limits

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

17.04 Witnesses

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

ARTICLE 18 - DISCIPLINE

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

ARTICLE 19 - LEAVE OF ABSENCE

19.01 Bereavement Leave

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

- a) Where a member of his immediate family dies, a full-time employee shall be entitled to a maximum of four (4) days' leave with pay and may, in addition, be granted additional leave, without pay, if required for the purpose of travel.
- b) A full-time employee shall be entitled to leave, with pay, up to a maximum of two (2) days, to attend the funeral of his grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law or the grandparents of his spouse.

19.02 Union Leave

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

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

19.03 Maternity Leave

- a) A female employee, who has completed seven (7) consecutive months of employment with the Employer, shall be granted maternity leave of absence without pay by the Employer consisting of a continuous period to a maximum of seventeen (17) weeks. An employee who wishes to take this leave shall submit to the Employer an application in writing, where possible, at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- b) During the seventeen (17) week duration of Maternity Leave an employee shall have the right, if she so chooses, to use accumulated income protection credits for that portion of the Maternity Leave during which she would have been unable to work due to health related reasons. An employee claiming income protection in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of, the health related condition.

i) Parental Leave

1. Entitlements

- a) Every employee who,
 - i) in the case of a female employee, becomes the natural mother of a child,
 - ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or
 - iii) adopts a child under the law of a province; and
- b) has completed seven (7) consecutive months of employment; and
- c) who submits to the Employer an application in writing for parental leave, where possible, at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave; is entitled to, and shall be granted parental leave, consisting of a continuous period to a maximum of thirty-seven (37) weeks.

2. Commencement of Leave

Subject to the following paragraph, parental leave must commence no later than the first anniversary of the birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee. The employee shall decide when his/her parental leave is to commence.

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

3. Late Application for Parental Leave

When an application for parental leave under subsection (1) above is not made in accordance with (1) c), above, the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this section for that portion of the leave period that remains at the time the application is made.

- ii) An employee wishing to return to work prior to the expiration of maternity and/or parental leave shall notify the Employer in writing at least two (2) weeks in advance of his/her return. On return from maternity and/or parental leave, the employee shall be placed in his or her former or comparable classification and shift schedule at the same salary level.

Should the employee's former position be eliminated during the employee's absence, the Employer shall notify the employee and the employee shall exercise his/her rights as though they had remained in the job, or be placed in a comparable classification and shift schedule at the same salary level.

- iii) Benefit coverage shall be maintained for an employee on leave under this Article and the Employer and employee shall continue to make necessary contributions for such coverage.
- iv) An employee on leave under this Article shall accrue seniority credits throughout his/her period of leave.

19.04 General Leave

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

19.05 Compassionate Care Leave

An employee shall receive compassionate care leave without pay of up to eight (8) weeks subject to the following conditions:

- a) An employee must have completed thirty (30) days employment as of the intended date of leave unless otherwise agreed to by the Employer.
- b) An employee must apply in writing one (1) week prior to taking the leave or a shorter period if circumstances warrant.

- c) An employee may take no more than two periods of leave totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- d) This leave is intended to enable an employee to provide care or support to a seriously ill family member.
- e) For an employee to be eligible for leave, a physician must issue a certificate stating that:
 - 1) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
 - i. the day the certificate is issued, or
 - ii. if the leave was begun before the certificate was issued, the day the leave began; and
 - 2) the family member requires the care or support of one or more family members.
- f) A family member for the purpose of this Article shall be defined as spouse, common-law partner, same-sex partner, child, step child, parent, parent's spouse or common-law partner, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild and any other person described as "family member" in the Regulations pursuant to the Employment Standards Code of Manitoba.
- g) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer forty-eight (48) hours notice.
- h) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began.
- i) Seniority shall accrue during any period of leave under this Article pro-rated for part-time employees.
- j) An employee may use sick leave credits to cover the two (2) week waiting period before Employment Insurance Benefits commence.
- k) Notwithstanding the notice outlined in g), if the death of a family member occurs during this period of leave, the employee shall revert to Bereavement Leave as outlined in Article 19.01 of the Collective Agreement.

- 19.06** When an employee, as defined in Article 2.01 (ii) is subpoenaed for criminal court as a witness or is called for jury duty, the employee will be placed on paid leave of absence for the duration of the duty and will be paid to a maximum of 30 hours per week at their regular pay for a period of up to the first two (2) months.

Any additional time shall be unpaid and be considered an unpaid leave of absence. Any pay received by the employee for serving, excluding meal allowances and other expenses, will be refunded to Kirkfield –Westwood Community Centre Inc. for an amount that would pay the employee in excess of equivalent full time pay of forty (40) hours per week.

ARTICLE 20 - JOB SECURITY

- 20.01** The Employer shall not contract out any work performed by any member of the Bargaining Unit if to do so would result in any adverse effects to an employee's regular hours of work or regular pay or the layoff of any employee.
- 20.02** Notwithstanding Article 20.01, the Employer and the Union recognize that, in keeping with the community spirit of the community centre, volunteers, community service workers and other non-employees do perform functions including some bargaining unit work at the Employer's facilities. In recognizing the value of service provided by paid employees, the parties agree to the continued use of such volunteers, community service workers and other non-employees provided that such use does not result in any adverse effects to an employee's regular hours of work, regular pay or the layoff of any employee.

ARTICLE 21 - STRIKES AND LOCKOUTS

- 21.01** The Employer agrees that there will be no lockout of employees during the life of this Agreement.
- 21.02** The Union agrees that there will be no strike of employees during the life of this Agreement.

ARTICLE 22 - BENEFITS

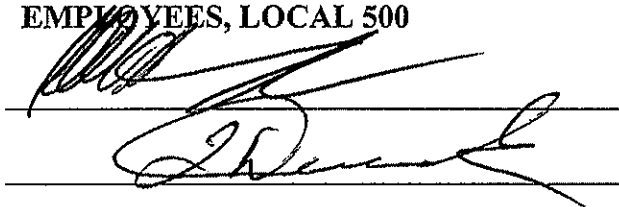
After completing one (1) year of service full time employees will be entitled to a group RRSP as a Pension Plan. Kirkfield-Westwood Community Centre will contribute 4% of each employees annual salary, exclusive of overtime earnings, to the employee group RRSP plan.

ARTICLE 23 - TERM OF AGREEMENT

- 23.01 This Agreement shall come into effect on **February 6, 2011** and shall remain in effect for **three (3)** years thereafter. The Agreement shall remain in force and effect from year to year thereafter unless notice of termination of the Agreement or notice of request to negotiate a revision is given by either party not more than ninety (90) days and not less than thirty (30) days prior to the anniversary date hereof.
- 23.02 Where notice has been given as provided in this Article, the parties shall continue to be bound by the terms and conditions of this Agreement after the expiry date specified herein until either party gives to the other notice pursuant to 23.05 and 23.06.
- 23.03 Notice of Changes
- Within fifteen (15) working days of receipt of such notice by one party or such other period of time, the other party is required to enter into negotiations for a renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.
- 23.04 Changes in Agreement
- Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 23.05 The Union agrees to give the Employer at least two (2) weeks' (14 days') written notice as to the time and date of strike action.
- 23.06 The Employer agrees to give the Union at least two (2) weeks' (14 days') written notice as to the intended time and date of lockout.

Signed this 29 day of SEPTEMBER, 2011.

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



**SIGNED ON BEHALF OF
KIRKFIELD-WESTWOOD
COMMUNITY CENTRE INC.**



SCHEDULE "A" - WAGES**Senior Rink Attendant**

	Effective February 6, 2011	Effective February 6, 2012	Effective February 6, 2013
Step 1 (0 to 2,000 hours)	\$16.98	\$17.32	\$17.80
Step 2 (Over 2,000 hours)	\$19.11	\$19.49	\$20.03

Rink Attendant (Ticket)

	Effective February 6, 2011	Effective February 6, 2012	Effective February 6, 2013
With 1st Level Refrigeration Certificate	\$13.93	\$14.21	\$14.60
With 2nd Level Refrigeration Certificate	\$16.74	\$17.07	\$17.54

Caretaker

	Effective February 6, 2011	Effective February 6, 2012	Effective February 6, 2013
Step 1 (0 to 2,000 hours)	\$10.28	\$10.49	\$10.78
Step 2 (Over 2,000 hours)	\$12.73	\$12.98	\$13.34

In the event an employee is promoted to a higher classification, the employee shall be placed at the same step in the wage scale for the higher classification.

dt/cope 491
Jun. 10 11

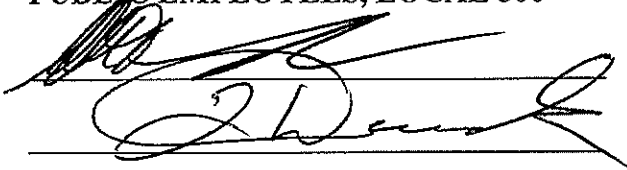
LETTER OF UNDERSTANDING**BETWEEN****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500****AND****KIRKFIELD WESTWOOD COMMUNITY CENTRE****RE: BENEFIT PLANS**

The Parties will meet during the term of the Collective Agreement to explore providing additional benefit plans, such as dental, extended health, vision and related plans for employees covered by this agreement. The parties agree to implement benefit plans, where mutually agreed, during the term of the current Collective Agreement.

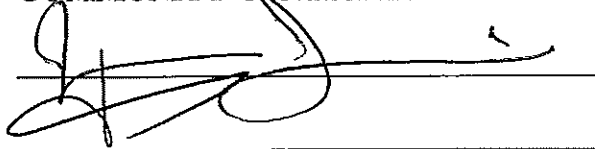
This letter will be attached to and form part of this Collective Agreement.

Signed this 29 day of SEPTEMBER, 2011.

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



**SIGNED ON BEHALF OF
KIRKFIELD WESTWOOD
COMMUNITY CENTRE INC**



LETTER OF UNDERSTANDING**BETWEEN****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500****AND****KIRKFIELD WESTWOOD COMMUNITY CENTRE****RE: EXTENDED SICK LEAVE BENEFITS**

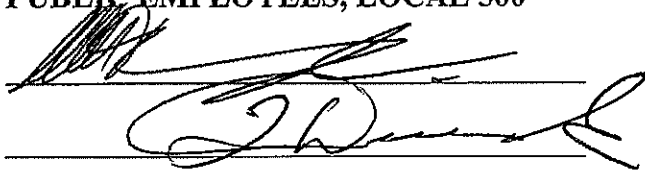
The Parties will meet during the term of the Collective Agreement to explore developing a Supplementary Unemployment Benefit Program through Employment Insurance Canada, for the purpose of providing sick leave benefits beyond those specified in the current Collective Agreement.

The Parties further agree to explore other extended sick leave benefit programs, such as Short and Long Term Disability, for the purpose of providing sick leave benefits beyond those specified in the current Collective Agreement.

This letter will be attached to and form part of this Collective Agreement.

Signed this 29 day of SEPTEMBER, 2011.

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



**SIGNED ON BEHALF OF
KIRKFIELD WESTWOOD
COMMUNITY CENTRE INC**

