



Assiniboine Park  
Conservancy



## COLLECTIVE AGREEMENT

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 500

-AND-

ASSINIBOINE PARK CONSERVANCY

TERM OF AGREEMENT:

JANUARY 1, 2019 TO DECEMBER 31, 2023



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THIS AGREEMENT ENTERED INTO THIS 1<sup>st</sup> DAY OF JANUARY, 2019.

BETWEEN:

ASSINIBOINE PARK CONSERVANCY  
(hereinafter referred to as "APC")  
Party of the First Part

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500  
(hereinafter referred to as the "Union")  
Party of the Second Part

### PREAMBLE

WHEREAS it is the purpose of both parties to this Agreement:

- (a) to maintain and improve harmonious relations and settled conditions of employment between APC and the Union;
- (b) to recognize the mutual value of joint discussions in all matters pertaining to this Agreement;
- (c) to encourage efficiency in operations;
- (d) to promote the morale and well-being of employees.
- (e) to advance the joint interest of APC and its employees through the successful operation of the Park, Zoo and Canada's Diversity Gardens.

NOW THEREFORE, the parties agree as follows:

### ARTICLE 1 – DEFINITIONS

Wherever used in this Agreement:

Plural or Gendered Terms: 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. Whenever a noun, pronoun, or adjective indicating gender or sex is used, the other gender or sex, including two-spirited, intersexed, transgendered and transsexual persons shall be deemed to be included.

Director: In an APC field operating department the Director or Vice President is the management leader responsible for that department reporting to a member of the APC Executive Team.

Department: A department is any part of the field operations of APC that is under the executive control of a Director.

Department Manager: The department manager or designate is able to conduct shifting, moving, training, caring and assessing both for flora and fauna consistent with the requirements for accreditation for the purposes of education, training and certification with a bargaining unit member from the affected department present, or emergency purposes, so long as it does not reduce the hours of work for a bargaining unit member.

Working Day: A working day consists of eight (8) consecutive hours worked.

Service Year: A service year consists of 2080 hours, which is equivalent to the regular hours worked by a full-time employee, including vacation, stat time but is exclusive of overtime.

Promotion: A promotion is the appointment of an existing employee to a higher rated position through the successful completion of the posting and selection process.

Permanent Full-Time Employee: A permanent full-time employee is any employee of APC who, having successfully completed a probationary period of one hundred and thirty (130) working days is confirmed into a full-time 80 hour bi-weekly position with the employer.

Permanent Part-time Employee: A permanent part-time employee is any employee of APC who, having completed a probationary period of one thousand and forty (1040) working hours, is confirmed into a permanent part-time position working regularly but as a rule less than full-time hours (less than 40 hours per week). Hours of work for permanent part-time employees may vary from year to year depending on the available work but will exceed the 520 working hours per calendar year required to maintain seniority.

Term Position: A term position is a position created for a specific purpose to accommodate a special assignment or to cover a leave of absence and shall be for no longer than twenty-four (24) months, unless otherwise agreed upon by the Employer and the Union.

Where a term position has been filled by an employee for a period of twenty-four (24) continuous months, a review shall be then undertaken by the Employer to determine the necessity of the position and whether it should be made permanent, terminated or extended as term. The Employer may only extend a term position subject to agreement by the Union.

Seasonal Employee: A seasonal employee is any employee of APC who is employed on a seasonal basis as determined by the needs of a particular department and who is subject to layoff on an annual basis. Seasonal employees may work full-time or part-time hours based on the available work within their department. Where a seasonal position has been filled by an employee for a period of twenty-four (24) continuous months, a review shall be then undertaken by the Employer to determine the necessity of the position and whether it should be made permanent, terminated or extended as seasonal. The Employer may only extend a seasonal position subject to agreement by the Union.

Probationary Employee: A probationary employee is any employee who is in the process of fulfilling their initial probationary period in any APC position which includes new employees and those that are the successful incumbent for an APC internal posting as follows:

- Permanent employees: one hundred and thirty (130) working days probationary;
- All other employees: one thousand and forty (1040) working hours.

Trial Period: A trial period is the ninety (90) working days immediately following a promotion or lateral transfer and when an employee has already served their probationary period.

Shift Worker: A shift worker is any employee whose regularly scheduled work day exceeds eight (8) hours but no more than eighty (80) hours in a pay period. Shift work will be scheduled by mutual consent.

Public Holiday: A public holiday is any day or part of any day identified as such within this Agreement or proclaimed as a public holiday by the Federal Government, or the Government of Manitoba.

Sick Leave: A sick leave is the period of time an employee is on an approved absence from work by virtue of being sick or disabled and under the examination and treatment by a medical practitioner for which compensation is not payable under the Workers Compensation Act.

Regular Hours of Work: Regular hours of work are any consecutive eight (8) hour periods falling between 5:00 a.m. and 11:00 p.m. seven (7) days per week.

Casual Employee: A casual employee is an employee who is hired to fill a specific work requirement which is anticipated to be episodic or to cover leaves of absences. A casual employee is not considered a permanent part-time or permanent full-time employee. A casual employee will not work more than one hundred and thirty (130) days or one thousand and forty (1040) hours in a calendar year and shall not be in a casual classification for longer than twenty-four (24) months unless otherwise agreed upon by the Employer and the Union.

Where a casual position has been filled by an employee for a period of twenty-four (24) continuous months, a review shall be then undertaken by the Employer to determine the necessity of the position and whether it should be made permanent, terminated or extended as a casual.

The employer may only extend a casual position subject to agreement by the union.

Volunteer: A volunteer is an individual who is an approved participant in APC's Volunteer Program. Volunteers will be able to work alongside our bargaining unit members to support the daily operations of the care of living species which will enhance APC's brand, products and services. The use of volunteers shall not lead to a reduction of permanent bargaining unit members.

Journey person: A Journey person is a person who holds a certificate of qualification in a designated trade under the Apprenticeship and Certification Act of Manitoba.

Apprentice: An Apprentice is a person who is approved by APC to enroll in a recognized apprenticeship program under Apprenticeship and Certification Act of Manitoba. APC reserves the right to hire apprentices based on operational requirements.

Intern: An intern is a temporary position with an emphasis on on-the-job training for a period of no more than nine (9) months. Interns may be college or university students, high school students or post-graduate adults. Interns do not accrue time towards seniority. Interns will be provided by an external program or institute, and paid or unpaid in accordance with the policies of that program or institute. The use of interns shall not impact the number of hours available to permanent employees or seasonal employees.

Co-op Student: A Co-op student is part of a formal co-operative education program with an educational institution combining classroom-based education with practical work experience. These can be paid or unpaid students. Co-op students do not accrue time towards seniority.

## ARTICLE 2 - BARGAINING UNIT

The Employer recognizes the Canadian Union of Public Employees, Local 500 as the sole and exclusive collective bargaining agency for all employees covered under Certificate No. MLB -7093 issued under the Labour Relations Act by the Manitoba Labour Board on the 23<sup>rd</sup> day of December, 2014.

## ARTICLE 3 - RESPECTFUL WORKPLACE

3.01 The Employer and the Union jointly affirm that every employee shall be entitled to a respectful and safe workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive workplace conflict, bullying/ psychological harassment, disrespectful behavior, and violence in the workplace.

The principal of fair treatment is a fundamental one and both the Employer and the Union will support employees who find themselves in a position that could jeopardize their well-being or undermine work relationships and productivity.

In addition, the parties agree that a respectful workplace includes a safe and healthy workplace as defined by the Manitoba *Workplace Safety and Health Act*.

### 3.02 Definitions

The Manitoba *Human Rights Code* prohibits harassment and discrimination related to the following characteristics: ancestry, race, ethnic or national origin, nationality, political belief, religion, family status, sex, including pregnancy, age, marital status, sexual orientation, source of income, and physical or mental disability.

The parties agree that there shall be no discrimination or harassment as defined by the Manitoba *Human Rights Code*. The parties further agree that there shall be no discrimination or harassment on the basis of place of residence and membership or activity in the Union.

3.03 If the Respectful Workplace Article is not being followed the Union has the right to avail themselves of the grievance procedure as outlined in Article 18 (Grievances).

## ARTICLE 4 - EMPLOYMENT SECURITY

4.01 Where APC forces and forces of the private sector perform identical functions on behalf of APC and where APC forces have demonstrated, through new or improved procedures and techniques, that they can provide such service at a cost equal to or less than the private sector, APC would reduce the involvement of the private sector in such functions, or take such other steps, as desirable, in order to provide employment for surplus staff resulting from such improvement in procedures and techniques, subject to any contractual agreements governing such service being provided by the private sector.

4.02 During the life of this Agreement, any permanent employee receiving a layoff notice may be offered alternative employment by the Employer in an existing vacancy. If such offer is made, and the laid-off employee possesses the qualifications and abilities sufficient to perform the required work, the laid-off employee may accept the offer. Nothing in this clause reduces or eliminates the rights of a laid-off employee to bump or exercise his/her recall rights if no such offer is made by the Employer, or an offer is made but the laid-off employee chooses not to accept it.



ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Except as specifically modified by the provision of this Agreement:

The Union recognizes the Employer's right to hire, promote, demote, discipline, coach, counsel, assess, suspend or terminate for just and reasonable cause, layoff, and maintain the efficiency of the employees, and otherwise manage and direct the work force.

Management of the workplace, which include the rights to plan, direct, secure, and control operations, establish duty schedules, methods, processes, quality, quantity, qualifications, assignment of work, improve processes and methods, and to make and enforce APC rules to carry out the functions of management, are solely the right of APC.

All functions, rights, personnel policies, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being recognized by the Union as being retained by the Employer.

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

No employee may be required or permitted to make any written, verbal or implied Agreement, which conflicts with the Agreement as a whole.

ARTICLE 6 – CHECKOFF

6.01 The Employer agrees to the compulsory checkoff of union dues on a biweekly basis for all employees covered by this Agreement as provided in the Rand Formula and subject to all the terms and conditions set out in the said Formula so far as the same can be made applicable to this Agreement. The said deduction of union dues will be forwarded forthwith to the Union.

6.02 In consideration of the premises, and of the Employer making the compulsory checkoff of union dues as herein provided, the Union agrees to and does hereby indemnify and save the Employer harmless from all claims, demands, actions and proceedings of any kind and from all costs which may arise or be taken against the Employer by reason of the Employer making the compulsory checkoff of union dues provided for in Subsection 6.01 hereof.

6.03 The Union agrees that, in respect to monies collected from employees, who by affidavit state they are members of a religious body which precludes membership or financial support to a trade union, said monies shall be turned over to an agreed upon charitable organization such as the Red Cross or the United Way.

6.04 Union Meetings. The Employer will permit the use of the Zoo Staff House, subject to availability, for the purpose of Union meetings without cost to the Union after 6:00 p.m.

ARTICLE 7 - DURATION, REVISION AND TERMINATION OF AGREEMENT

7.01 This Agreement shall be binding on both parties from the first (1) day of January, 2019 up to and including its expiry on the thirty-first (31) day of December 2023.

7.02 No changes to the Agreement shall have a retroactive effect unless specifically provided. This Agreement takes effect upon ratification by the Employer and the Union.

7.03 Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) days and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within thirty (30) days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement. This thirty (30) day time limit may be extended by mutual agreement.

#### ARTICLE 8 - CLASSIFICATION OF EMPLOYEES

8.01 All employees covered by this Agreement will be classified into nine (9) groups as follows:

- (a) Permanent Full-Time Employees
- (b) Permanent Part-Time Employees
- (c) Seasonal Employees
- (d) Probationary Employees
- (e) Term Employees
- (f) Casual Employees
- (g) Interns
- (h) Co-op Students
- (i) Apprentices

8.02 The Union shall be consulted if any new classification, reclassifications or revisions of present positions are introduced and must be mutually agreed upon.

#### ARTICLE 9 – VOLUNTEERS

9.01 Volunteers will be part of a central hub that serves all business units and plans, that complement, support and extends staff efforts. Volunteers will be able to work alongside and support the work of our bargaining unit members. The use of volunteers shall not lead to a reduction of permanent bargaining unit members.

#### ARTICLE 10 – TRANSPORTATION, BOARD, AND LODGING EXPENSES

10.01 Employees whose duties require them to do work outside the City will be fully compensated for all work related out of pocket expenses incurred while away from their normal workplace. Expense allowances will be subject to the process and procedures detailed in the Financial Services Policy entitled Travel and Business Expense Policy. The Union will be provided with a copy of this policy with any amendments as appropriate.

10.02 It is accepted by both APC and the Union that the opportunity to travel to industry conferences, professional business meetings and other out of town activities related to the workplace is beneficial to both the employee as a professional development opportunity and to APC in advancing the corporate goal of becoming a leader in park and zoo management.

When an employee is requested by APC to travel out of town in this regard, APC agrees to cover all costs as detailed in the Travel and Business Expense Policy and the employee agrees to forego any overtime hours that may be incurred through such travel.

When an employee requests approval to travel to conferences, meetings, or other out of town activities, the Director shall determine whether or not to approve the request based on departmental need and current priorities. In employee initiated travel requests,

funding may be provided for a portion of the total expenses, all of the anticipated expenses or none of the anticipated expenses based on available funding, the relevance of the travel to corporate priorities and on-site staffing needs.

No employee shall be required to participate in off-site conferences or travel unless such is a core requirement for their position.

#### ARTICLE 11 – LICENCES, CERTIFICATIONS AND ACCREDITATIONS

- 11.01 Employees in all positions which require a standard Class 5 Drivers License and new applicants for such positions are required to maintain such license at their own expense while employed in these positions. Employees required to maintain a higher rated classification of license for their position will be reimbursed for expenses incurred in maintaining the required classification of license.
- 11.02 The Employer shall pay all costs of licenses and accreditations, including membership in professional organizations that are required as a condition of employment once the employee has successfully completed the probationary period. The provisions of this article apply to those employees who accrue and maintain seniority pursuant to Article 14 (Seniority) of the Agreement. This provision shall not include payment of driver's license fees.

#### ARTICLE 12 - JOURNEYPERSON

- 12.01 A journeyperson shall be responsible to supervise their designated apprentice in accordance with the Apprenticeship and Certification Act of Manitoba.
- 12.02 Management shall be responsible for assigning work, scheduling tasks and monitoring time and attendance for journeypersons and apprentices.
- 12.03 A journeyperson shall participate in and contribute to the management evaluation of the apprentice.

#### ARTICLE 13 - HEALTH AND SAFETY

- 13.01 (a) The Employer shall put into effect regulations and training which will afford reasonable and adequate protection to employees engaged in hazardous work.
- (b) The Employer and the Union recognize that health and safety is of vital importance and as such, safety is a condition of employment. All employees, including management, are responsible and will be held accountable for the implementation and adherence to APC's health and safety policies.
- 13.02 (a) All managers and employees shall adhere to the safety regulations. The Employer shall maintain safety equipment in proper condition. Management and supervisors are responsible for promoting safety and environmental awareness within the workplace. Management must fulfill their safety and health responsibilities by ensuring safe work environment, obeying health and safety rules, ensuring health and safety training, and addressing any safety concerns in a prompt manner.
- (b) Employees shall take care to protect their own health and safety, and the health and safety of others that may be affected by their own actions or omissions at work. Individuals must fulfill their safety and health responsibilities by obeying

health and safety rules, participating in health and safety training, and informing supervisors of unsafe work conditions.

- 13.03 Employees and management play key roles in identifying APC's health and safety needs. The Joint Workplace Safety and Health Committee will be comprised of employees and management and shall meet no more than once each month. The Committee will be responsible for identifying health and safety hazards, communicating and investigating unsafe or potential hazardous conditions. Minutes of all meetings will be recorded and copies of the minutes shall be forwarded to the Union.

#### ARTICLE 14 – SENIORITY

- 14.01 Seniority of employees in all positions covered by this Agreement shall be established after a probationary period of one hundred and thirty (130) working days/six (6) months of actual service and shall count from date the employee began service with the Employer. If an employee meets the probationary requirements of the department within this time, he or she will be placed on List 'A' for permanent employees and List 'B' for seasonal and term workers. If an employee does not meet the probationary requirements of the department within this time he or she shall be so informed and not added to the seniority list. This clause shall also apply to employees promoted pursuant to Article 16 (Filling of Vacancies).

Seniority shall be used in promotion, transfer, demotion, layoff, permanent reduction of the work force, and recall, as set out in other provisions of this Agreement.

- 14.02 Notwithstanding the foregoing, where in the judgement of the Director, which shall not be exercised in an arbitrary or unreasonable manner, circumstances warrant an extension of the probationary period, such extension shall be affected as follows:
- (a) the employee shall be advised in writing, of the reasons for the extension, with a copy to the Union;
  - (b) the extension shall be effected within the original probationary period;
  - (c) the extension shall be for a period of no more than five hundred and twenty (520) working hours or sixty-five (65) additional working days, unless otherwise agreed to by the Union and the employee concerned.

For the purposes of this article, one thousand and forty (1040) hours/one hundred and thirty (130) working days/six (6) months of service for employees must be in one (1) department. It will be the accumulation of time for their assigned work, exclusive of overtime, worked over a maximum of three (3) calendar years. After establishing seniority, employees must work in excess of the equivalent of five hundred twenty (520) working hours or sixty-five (65) working days each year to maintain seniority.

- 14.03 In the event of short-term call-in, employees shall be offered the opportunity to do work they are qualified for as follows: permanent staff by seniority, seasonal staff by seniority, casual staff by seniority. Employees have the right to decline such call-in without penalty. Hours worked through call-in shall contribute to an employee's seniority.

Employees not wishing to be on the call-in list must make that intention known to the Employer in writing at layoff.

Any employee not answering a call-in will forfeit their rights to that call-in or any associated grievance relating to that call-in.

- 14.04 Employees shall be recalled to work in order of seniority. Any employee who has been laid off and fails to report for work when notified shall lose his or her seniority rights unless such failure to report is due to sickness, compassionate or other grounds considered justifiable by the Director. This provision shall not apply where intermittent work of less than two (2) weeks is involved.
- 14.05 Employees laid off shall retain seniority ranking for re-employment for fifty-two (52) weeks after layoff, notwithstanding the provision for sixty-five (65) days of work per year, unless they are offered employment and are not available or do not accept. If an employee's availability is affected by reason of sickness, compassionate, or other grounds considered justifiable by the Director, he or she shall not lose his or her seniority. This does not apply in the case of a dismissal.
- 14.06 Employees leaving the service of their own free will shall lose all seniority rights unless an authorized leave of absence is obtained from the Director. The Director shall file a copy of such authorization with Human Resources Department.
- 14.07 Seniority of employees in all positions covered by this Agreement shall be established after a probationary period of one thousand and forty (1040) hours/one hundred and thirty (130) working days/six (6) months of actual service and shall count from the date of employment in the position. The clause shall also apply to employees promoted pursuant to Article 16 (Filling of Vacancies).
- 14.08 Seniority will continue to accrue if an employee:
- (a) is on Workers' Compensation, Long Term Disability or MPI/PIPP for a period of up to fifty two (52) weeks;
  - (b) is on any period of paid leave of absence;
  - (c) is on any approved unpaid leave of absence of twelve (12) weeks' duration or less;
  - (d) is in a temporary appointment to an out-of-scope position;
  - (e) is on any period of unpaid parental leave.
- 14.09 Seniority will be maintained but will not accrue if an employee:
- (a) is on any approved unpaid leave of absence over twelve (12) weeks duration;
  - (b) is absent on Workers' Compensation, Long-Term Disability or MPI/PIPP for a period in excess of fifty two (52) weeks;
  - (c) is permanently transferred/promoted out of the bargaining unit;
  - (d) is laid off for a period of fifty-two (52) weeks or less.
- 14.10 Seniority will terminate if an employee:
- (a) resigns;
  - (b) is discharged and not reinstated under the grievance and arbitration procedures;
  - (c) is laid off and fails to report for duty as instructed, except where a laid off employee is required to give notice to another Employer or where the laid off employee fails to report due to illness as verified by a qualified physician;
  - (d) is laid off for more than fifty-two (52) weeks;

- (e) fails to report for work as scheduled, at the end of a leave of absence, return from an approved illness, suspension or vacation, without an explanation satisfactory to the Employer.

14.11 Employees who transferred to a position within APC bargaining unit shall retain their seniority and service dates accumulated during their employment with the City of Winnipeg.

#### ARTICLE 15 - SENIORITY LISTS

15.01 On or before March 31<sup>st</sup> of each year the Employer shall provide the Union with one (1) seniority list as at January 1<sup>st</sup> for all employees for whom the Union is certified to bargain.

15.02 The Seniority List shall contain the following information:

- (a) Name of Employee
- (b) Department
- (c) Position
- (d) Classification
- (e) Service Date
- (f) (i) List 'A' Seniority Date, or  
(ii) List 'B' Seniority Date

15.03 The Seniority List shall be made available for employees' review.

15.04 Upon written request of the authorized Union Representative, the Employer will provide Seniority Lists.

15.05 In the event of more than one employee having the same seniority date, a lottery-type draw will be conducted in the presence of a Union representative and names will be placed on the list accordingly.

#### ARTICLE 16 – FILLING OF VACANCIES

##### Seniority

16.01 Notice of all new vacancies and new positions will be forwarded on to the Union designate upon posting. New or existing vacancies shall be filled by the senior employee from the respective list, determined as outlined in Article 16.02 (a) (Filling of Vacancies) who:

- (a) is able to meet the requirements of the current position, and
- (b) has prepared themselves, or has not been denied the opportunity to prepare themselves, for future promotion where such ability is essential for the efficient functioning of the department, and
- (c) has satisfactory performance reviews.

16.02 Employees will be ranked by seniority as follows:

- (a) Permanent employees will have their seniority ranked from the date they qualified for List 'A' as per Article 14.01 and 14.02 (Seniority).

- (b) Seasonal employees will have their seniority ranked from the date they qualified for List 'B' as per Article 14.01 and 14.02 (Seniority).

#### Lateral Transfer

- 16.03 Lateral transfers will be allowed only after an employee has spent a minimum of one (1) year in a position or a minimum of two (2) years in a position after a lateral transfer, except where otherwise agreed between the Employer and the Union. No more than one (1) lateral transfer shall be allowed for each bulletined vacancy, except where otherwise agreed between the Employer and the Union.

Following a transfer or promotion, employees who are returned to their former position by the Employer or who opt to return to their former position as per Article 14 (Seniority) shall not be considered to have taken a lateral.

#### Process - List 'A'

- 16.04 All vacancies and new positions which are permanent will be filled in accordance with Articles 16.01 and 16.03 (Filling of Vacancies), except for vacancies involving reasonable accommodation.

- 16.05 Unless otherwise agreed between the Director and the Union, if a permanent vacancy is not filled according to Articles 16.01 and 16.05 (Filling of Vacancies) the Department will select the qualified employee from the eligibility list.

If no suitable candidates are found from the eligibility list, the Employer will post for candidates from outside the bargaining unit.

- 16.06 Vacancies involving reasonable accommodation will be filled in accordance with Article 28 (Reasonable Accommodation).

#### Process - List 'B'

- 16.07 Seasonal vacancies will normally be filled by hiring new employees and such employees will accrue seniority for List 'B' as per Article 16 (Filling of Vacancies).

- 16.08 Once on the Seniority List 'B', employees will be awarded future seasonal positions based upon their seniority on List 'B' if they qualify under Article 16.02 (Filling of Vacancies).

#### Special Circumstances

- 16.09 Employees on vacation or leave of absence including compensation or sick leave must indicate to their Director or designate, on a special form provided by the Department that they are interested in any specified vacancies that may occur during their absence. They will then be considered as an applicant for any vacancy in the specified position that may be posted in their absence.

- 16.10 Employees in positions which affect their health shall be given preference on application for posted positions provided the applicant can meet the requirements as outlined in Article 16.01 (Filling of Vacancies) and it does not interfere with seniority rights of employees in the group.

- 16.11 Within fifteen (15) working days of an appointment, the Director shall write to the Union and all applicants to a posted vacancy notifying them of the name, department and relevant seniority dates of the successful applicant to the posting.

#### Probation and Seniority Retention

- 16.12 Employees hired into a different position within their Department, or from one department to another department, shall retain seniority rights in the position which they held prior to such transfer for a period of one thousand and forty working hours (1040)/one hundred and thirty (130) working days/six (6) months. During this one thousand and forty working hours (1040)/one hundred and thirty (130) working day/six (6) month period they may return to their former position at their own request or at the request of Management, if found unsuitable, without loss of seniority or other accumulated rights, except for promotions which may have taken place during their absence and were dealt with in accordance with the provisions of this Collective Agreement.
- 16.13 Employees, who are successful in filling posted positions which are listed as term, shall retain seniority on the list from which they came until the position in question either becomes permanent or is eliminated.

#### ARTICLE 17 – DISCIPLINE & TERMINATION OF EMPLOYMENT

Where the parties agree that it is appropriate, in responding to performance or conduct issues, the parties may identify and access resources that are sensitive to the employee's culture and background.

- 17.01 For employees who have not completed their initial one hundred and thirty (130) working day/six (6) month probationary period, the Director or designate will be the sole judge regarding any disciplinary action to be taken after any investigation the Director or designate decides is sufficient. The Director or designate may terminate probationary employees at his or her sole discretion, provided it is not done in an arbitrary or discriminatory manner. In all cases the employee and the Union will be advised in writing of the reasons for termination.
- 17.02 For employees who have completed their probationary period, the Director or designate may temporarily suspend the employee with pay pending a full investigation in cases of personal misconduct. In other cases, disciplinary action, including suspension or discharge, will take place only after a full investigation.
- 17.03 A full investigation will be conducted as follows:
- (a) The Director or designate will call a hearing by informing the employee and the Union of the complaint and advising of the time and place of the hearing.
  - (b) Employees may make representation at the hearing on their own behalf or with the assistance of the Union.
  - (c) Following the hearing, the Director or designate may take disciplinary action.
- 17.04 Within a reasonable period of time, the Director or designate will write to the Union advising of the decision and any disciplinary action resulting from the hearing.



- 17.05 In the case of disciplinary action other than termination, the decision of the Director or designate will be final except the Union on the employee's behalf will have the right to grieve under Article 18 (Grievances) starting at Step 2 of the grievance procedure.
- 17.06 In cases of termination, the approval of the Chief Operating Officer ("COO") or designate is required and the following procedure will be followed:
- (a) The COO or designate will write to the employee and the Union advising when and where the matter will be dealt with.
  - (b) The Union on the employee's behalf may make representation to the COO or designate at the scheduled time and place provided they request this in writing.
- 17.07 Where the decision of the COO or designate is not acceptable to the Union, the Union will refer the matter to arbitration within thirty (30) working days of receiving the decision, in accordance with Article 18 (Grievances) at Step 3 of the grievance procedure.
- 17.08 When a grievance has been filed concerning the suspension of an employee, the employee's wages will not be withheld until a decision has been made, by the Director or designate, except in cases of personal misconduct.
- 17.09 No notice or pay instead of notice will be required if an employee is discharged for just cause.
- 17.10 Employees will have the right at any time to access their personnel file and will have the right to respond in writing to any documents it contains. Their reply will become part of the permanent record.
- 17.11 Letters of warning or letters of disciplinary action will be removed from an employee's personnel file after twenty-four (24) months providing the employee's performance has improved to the satisfaction of the Employer.
- 17.12 An employee desiring to leave the service of the Employer shall provide written notice as follows:
- (a) Employees who have been employed for at least thirty (30) calendar days but less than one (1) year, must give at least one (1) weeks' notice before the last day they plan to work.
  - (b) Employees who have completed one (1) full year or more must give at least two (2) weeks' notice.

#### ARTICLE 18 – GRIEVANCES

The Employer and the Union shall agree that the principle of "work now, grieve later" shall apply.

- 18.01 Should employees, subject to this Agreement believe they have been unjustly dealt with or that any of the provisions of the Agreement have been violated, they shall proceed with their grievance in the following manner.

The parties will approach the resolution of grievances in a problem solving manner whenever possible. Prior to the submission of a written grievance, employee(s) are

encouraged to discuss the matter with the person who made the decision or who has allegedly dealt with them unjustly. This meeting is recommended, but not required, and can be held with or without the assistance of a Union representative.

### Step 1

Within fifteen (15) working days of the event in question OR the consequences of the event in question OR from the time employees should reasonably have known of the occurrence of the event upon which the grievance is based or consequences thereof, the employees shall, with the assistance of a representative of the Union file a Step 1 grievance on the agreed form with their immediate Supervisor.

The immediate Supervisor shall render his or her decision within ten (10) working days after receiving the grievance on the Step 1 grievance form.

### Step 2

Failing satisfactory settlement in Step 1, the Union steward or the staff representative of the Union shall, within ten (10) working days from the date of disposition of Step 1 submit to the Director a written statement of the particulars of the grievance and redress sought with a copy to Human Resources.

A grievance hearing will be held within ten (10) working days. The Director or designate shall render his or her decision with reasons, in writing, within ten (10) working days following the grievance hearing.

### Step 3

Failing satisfactory settlement in Step 2, the Union steward or the staff representative of the Union shall, within ten (10) working days from the date of disposition of Step 2 submit to the COO a written statement of the particulars of the grievance and redress sought with a copy to Human Resources.

A grievance hearing will be held within fifteen (15) working days. The COO or designate shall render his or her decision with reasons, in writing, within fifteen (15) working days following the grievance hearing.

### Arbitration

The parties agree that where satisfactory settlement is not reached in Step 3, the grievance may be referred to arbitration.

The parties agree, for purposes of expediting the final resolution of grievances, that they may rely on the following procedures, or on the expedited arbitration provisions of the *Labour Relations Act*.

- (a) Failing satisfactory settlement of the grievance at Step 3, the Union shall, within thirty (30) working days from the date the decision of the COO was received by the Union, refer the grievance to arbitration. The Union shall notify APC in writing the intent to refer to arbitration.

- (b) The arbitrator will be appointed on a rotating basis from a list of four (4) mutually agreed to arbitrators, which List of Arbitrators is attached to the Collective Agreement as Appendix '1'.
- (c) The List of Arbitrators is to be maintained and utilized as follows:
  - (i) annually, any substitutions that are required will be made by mutual agreement of the parties no later than January 30<sup>th</sup>;
  - (ii) unless the parties agree otherwise, the arbitrator appointed to hear the grievance will be in accordance with the order of arbitrators on Appendix '1'.

- 18.02 Where circumstances giving rise to the grievance are related to a transfer or promotion the Union may file a grievance starting at Step 2.
- 18.03 Where a policy grievance involving a question of general application, interpretation, or alleged violation of this Agreement occurs or where a group of employees or the Union or the Employer has such a grievance, the grievance shall be submitted at Step 2.
- 18.04 Where a grievance is relating to a termination or layoff the grievance shall be submitted at Step 3.
- 18.05 All correspondence and discussions held at each step of the grievance process prior to arbitration shall be held without prejudice or precedent.
- 18.06 The National Representative of the union may sign grievances on behalf of the union.
- 18.07 All meetings and/or grievance hearings between the Union personnel and APC administrative staff, referred to in the above outlined grievance procedure will be held by appointment during regular working hours without loss of time to employees and shop stewards.
- 18.08 APC agrees to recognize the Shop Steward, Executive and its National representatives of CUPE Local 500 as the sole representatives of the employees covered by this Agreement, but this will not prevent any employee from applying to be heard on his or her own behalf in any negotiations under this Section.
- 18.09 The Grievance form shall be agreed to and included as appendix to this agreement.

ARTICLE 19 – ARBITRATION

19.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by mail addressed to the other party of the Agreement. Where subsequently, both parties agree in writing, the Board of Arbitration shall consist of a single arbitrator.

In the event either party does not agree to a single arbitrator or in the event the two parties are unable to agree on an individual to serve as a single arbitrator (as listed in

Appendix '1'), within fifteen (15) days of receipt of notification by mail specified above, the party originating the arbitration request shall notify the other party by mail, the name of its nominee on an arbitration board. Within fifteen (15) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board.

The two (2) arbitrators shall then meet to select an impartial chairperson.

19.02 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within seven (7) days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

19.03 Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the differences of allegations and render a decision within ten (10) days from the time the Chairperson is appointed.

19.04 Decisions 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 and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which, in its opinion, it deems just and equitable.

19.05 Disagreement on Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

19.06 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints
- (b) one-half (½) the fees and expenses of the Chairperson.

19.07 Amending of Time Limits

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

19.08 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 witness, 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 20 – HOURS OF WORK

- 20.01 The regular hours of work for all employees shall be no more than an average of forty (40) hours per week which shall be based on five (5) days per week at eight (8) hours per day. Wherever possible, the days off per week shall be consecutive but this may be varied based on operational requirements.
- 20.02 The regular daily hours for any employee shall be performed consecutively wherever possible.
- 20.03 The work schedule shall be set forth by the Employer at least two (2) weeks in advance and posted within the applicable departments.
- 20.04 Employees who work short hours due to inclement weather will be given, at the Employer's option, the opportunity to make up the time at straight time rates within thirty (30) days. In no cases shall this time period be extended. The option to make up hours will not be mandatory.
- 20.05 Employees will be entitled to two (2) paid fifteen (15) minute coffee breaks and one (1) unpaid thirty (30) minute meal break per eight (8) hour shift.
- 20.06 Employees participating in the hand-rearing of orphaned or newly born animals overnight at their residence will be compensated at two (2) hours of straight time per night. In exceptional circumstances where extensive hours of care are required, the Director, Zoological Operations at his/her discretion may increase the hours of payment to a maximum of four (4) hours per night.

In recognition of each employee's unique home situation, participation in this hand-rearing program is voluntary for the employee and subject to approval by the Director. In all cases the safety of the employee and family and the animal requiring care shall take precedence.

## ARTICLE 21 - RATES OF PAY

- 21.01 (a) Rates of pay for classifications covered by this Collective Agreement will be listed in the attached Salary Schedule.
- (b) The Salary Schedule may be changed for individual employees or groups of employees as a result of negotiations between the Employer and the Union and after approval by the COO and the Board of Directors.
- 21.02 Where there are minimum and maximum salary ranges, employees may progress from minimum to maximum salary by annual increments that are:
- (a) of equal amounts, as noted in the Salary Schedule;
- 21.03 Employees not at the top step for their position are eligible for annual increments on the basis of merit. For this purpose, each employee shall be rated on job performance each year through APC's performance management system.

Increments shall be awarded based on satisfactory work performed by the employee during the previous year and upon approval of the Director or designate.

- 21.04 (a) For employees whose service is interrupted due to layoff and subsequent recall, and for seasonal and permanent part-time employees, a year will be each accumulation of the equivalent of two hundred and sixty (260) days worked, provided the employee has maintained seniority in accordance with Article 14 (Seniority).
- (b) For all other employees, a year will be the beginning of the pay period in which their annual anniversary date of hire or promotion occurs. All employees currently eligible for increments in each Pay Period #1 will continue on this basis until promoted. The annual increment date may change from the anniversary date of hire or promotion when adjusted for maternity or parental leave as outlined in Article 21.05 (b) (Rates of Pay).
- 21.05 (a) Twenty (20) weeks or less taken as maternity leave and/or seventeen (17) weeks or less taken as parental leave will be considered as time worked with satisfactory performance for increment purposes. However, increments that fall due during this time period will be deferred until the employee returns to work and will not be retroactive.
- (b) Time in excess of twenty (20) weeks maternity leave and/or seventeen (17) weeks parental leave will not be considered as time worked for increment purposes and the employee's annual increment date will be adjusted to reflect this time not worked.
- 21.06 (a) Employees who are successful in moving to a new position will be paid at the minimum rate for their new position, except as outlined in Article 21.07 (Rates of Pay).
- (b) If the minimum salary is less than fifteen dollars (\$15) biweekly higher than the employee's salary at the time of appointment, and the new position bears a higher maximum salary, and either:
- (i) both the new and prior positions lie within the same family; or
  - (ii) experience in the prior position is directly related to the duties and responsibilities of the new position, then the employee will be paid at the lowest salary step which does provide an increase of fifteen dollars (\$15) biweekly.
- (c) The Director may decide that a rate of pay in excess of the minimum is warranted, provided the decision is not arbitrary or unreasonable.
- (d) The new rate of pay will come into effect on the day the employee assumes the new duties. In cases where the employee is not immediately assuming the duties, the employee shall receive the new rate of pay sixty (60) days after the date of the appointment.
- 21.07 (a) When a Director or designate assigns an employee to act temporarily in a higher rated position, the employee shall receive the minimum salary step for the higher rated position immediately. An employee shall be deemed acting if the majority of the duties and responsibilities performed justify and are compatible with the higher rated position.
- (b) When a Director or designate assigns an employee to act temporarily in a lower paid position, the employees taking over a lower paid position will continue to receive their former rate of pay unless the change is due to insufficiency of work or inefficiency.

- (c) When employees have acted in a higher rated position with more than one salary step for an accumulated period of one year, they shall be paid at the next higher step for any additional acting, or permanent service in that position.

21.08

Pay Days

All employees shall be paid every second Friday by direct deposit.

21.09

Pay Cheques

An itemized statement of earnings and deductions showing the gross and net amounts will be provided.

21.10

T-4 Slips

The Employer will report the yearly amount of union dues paid by each employee on the employee's T-4 slip.

ARTICLE 22 - PREMIUM PAYMENTS

22.01

- (a) A shift premium of one dollar and twenty-five cents (\$1.25) per hour will apply for work performed during the hours between 11:00 p.m. – 5:00 a.m., apart from overtime work.
- (b) A shift premium of one dollar and twenty-five cents (\$1.25) per hour will apply for hours worked during Saturday and Sunday, for permanent employees only, apart from overtime work.

22.02

If a seasonal or casual employee is sent home due to inclement weather or equipment breakdown, the employee will be paid three (3) hours' pay for reporting to work.

If the employee has commenced work prior to being sent home, two (2) hours' pay will be added to time worked. Total payment shall be at least three (3) hours but shall not exceed the amount that would normally be paid for regularly scheduled hours.

ARTICLE 23 – OVERTIME

23.01

All time worked after the employee's regular work day or regular workweek, or on an employee's regular day off shall be considered overtime. Employees will not be required to work overtime unless impracticable to make other arrangements. Overtime rates will be as follows:

- (a) Time and one-half (1½) will be paid for the first three (3) hours worked over the regular working time in any one day, and double time thereafter.
- (b) Time and a half will be paid for the first three (3) hours of work performed by an employee on his or her regular weekly days off and double time thereafter.
- (c) Double time will be paid to employees for all overtime hours worked between 11:00 p.m. and 5:00 a.m.

Employees required to work on a public holiday will be paid at time and one-half (1½) their rate for all hours so worked and, in addition, the employee shall be paid at their regular daily rate of pay for the public holiday in accordance with Article 30.01 (Public Holidays).

- 23.02 Employees who are required to work extended overtime periods (i.e. in excess of four [4] consecutive hours of overtime), shall work at the double time rate for all subsequent hours worked until a break period of at least eight (8) hours is provided. However, when the break period between "overtime work" and the next regular shift is less than eight (8) hours, the Employer may defer the starting time, in effect reducing the hours of the next shift, so as to provide the eight (8) hour break. In such a situation, any employee so affected shall receive his or her full salary for the shift.
- 23.03 For employees who are not notified to return to work until after going home, the rate of compensation shall be time and one-half (1½); however, the minimum compensation will be four (4) hours.
- Thus, if an employee works two (2) hours on the time and one-half (1½) schedule, four (4) hours of compensation will be given instead of three (3) hours.
- For employees who are notified to return to work before going home, the rate of compensation shall be time and one-half (1½), providing the break period does not exceed two (2) hours, otherwise the minimum of four (4) hours of compensation shall apply. The four (4) hour provision shall not apply to employees who are notified prior to going home to report for work immediately prior to their normal starting time.
- 23.04 Rearrangement of shifts to take care of unavoidable contingencies will not entitle a shift employee to compensating time until he or she is required to work in excess of the regular number of shifts per week. However, if an employee's shift is rearranged and it does not provide him or her with at least eight (8) hours between shifts then, for the first day of such shift change, he or she shall be compensated at overtime rates.
- Except in the case of seasonal employees, whenever possible, eight (8) hours of notice shall precede such shift rearrangement, otherwise a minimum payment of four (4) hours will be made to an employee who reports to work for his or her regular shift and is sent home due to shift rearrangement.
- 23.05 No Layoff to Compensate for Overtime  
An employee shall not be required to layoff during regular hours to equalize any overtime worked.
- 23.06 Sharing of Overtime  
When overtime work is required, the overtime will be distributed to employees who are designated to normally perform the available work.
- 23.07 Minimum Overtime  
The Employer shall endeavor to keep overtime to a minimum.
- 23.08 An employee required to work overtime for a period in excess of one hour in advance or two (2) hours immediately following his or her regular hours of work shall be granted ten dollars (\$10) as a meal allowance.

#### ARTICLE 24 - STANDBY TIME

- 24.01 In cases where standby service is required by the Employer, standby rates shall be two (2) hours of pay at the regular rate for each eight (8) hour period of scheduled standby duty. Minimum call out rates of pay will not apply during a standby period. Overtime will be



compensated for at the appropriate rate as outlined in Article 23 (Overtime) on the basis of time worked.

If a public holiday falls during the time an employee is on standby, he or she shall not receive standby pay for the first eight (8) hours of standby duty but will receive a compensating day off in lieu thereof. Two (2) hours of pay at the regular rate will be paid for each additional eight (8) hour period of scheduled standby duty on a public holiday.

- 24.02 When an employee is requested to stand by for less than a full shift the two (2) hours of standby pay shall be prorated.

#### ARTICLE 25 - NOTICE OF LAYOFF AND REDUCTION IN HOURS OF WORK

- 25.01 Reduction in the regular working hours of any group of permanent employees shall not be put into effect until the non-permanent employees in that group have been laid off.
- 25.02 Should it be necessary to layoff a permanent employee through insufficiency of work or restructuring, four (4) weeks' notice in writing shall be given by the Director. This clause can be amended by Letters of Understanding.
- 25.03 Non-permanent employees may be laid off due to insufficiency of work at any time without previous notice. As much prior notice as possible will be given before any layoff.
- 25.04 In the case of permanent employees being laid off or exercising their seniority rights to bump, their bargaining unit seniority date shall be used to determine layoff or bumping rights.
- 25.05 In the event of a layoff, employees other than probationary and non-permanent employees shall receive notice or pay in lieu of such notice as outlined in 25.02.

When reducing staff, senior employees shall be retained, providing their qualifications and ability are sufficient to perform the required duties.

If the layoff is expected to be temporary (of not more than eight [8] weeks' duration), employees shall be laid off in reverse order of seniority within the department affected.

If the layoff is expected to or actually does exceed eight (8) weeks' duration, an employee shall be entitled to exercise his/her seniority to bump into the same or lower classification within the scope of this agreement with the same or lower salary range, provided he possesses the qualifications and ability sufficient to perform the required work, or accept layoff. Any employee thus displaced shall have the same rights.

For the purpose of interpreting the meaning of "same or lower salary range", it is agreed that the *family* will be considered to be the same provided that the maximum of the salary range the employee is considering bumping into is within one percent (1%) of the maximum of the salary range for the position currently held by the employee. Employees through the bumping process cannot inadvertently receive a promotion in pay or classification.

Should the employee bump into a position with a salary range considered to be the same, he/she will be paid at the same increment level that he/she currently holds.

25.06        Bumping Rights  
Salary protection will only be provided to employees who bump into a lower rated position until such time as they apply and are a successful applicant into a new position.

25.07        The number of employees in any classification shall be at the discretion of the Employer.

#### ARTICLE 26 – SICK PAY REGULATIONS

26.01        Sick Leave Defined  
Sick leave means the period of time an employee is on an approved absence from work with full pay by virtue of being sick, disabled or under examination or treatment of a physician, dentist, physiotherapist or licensed psychologist or because of an accident for which compensation is not payable under *Workers Compensation Act*.

26.02        Proof of Illness  
Management may require all employees, to produce a certificate from a medical practitioner (see 26.01) certifying that he or she was unable to carry out his or her duties due to illness. Management has the authority to recover sick leave credits paid where medical certificates are not provided.

In addition, employees absent due to extended illness will be required to produce a medical certificate including, where possible, the estimated date of return of the employee. The employer and employee shall maintain appropriate contact during the length of the illness.

Employers are responsible for any costs associated with the provision of required medical certificates providing that they have been requested by the Employer.

26.03        Notification of Employer  
Every employee shall notify or cause someone on his or her behalf to notify the direct supervisor without delay and whenever possible prior the start of his or her shift if he or she is unable to report for any reason outlined in Article 26.01, wherever possible, with a minimum prior notice of 1.5 hours for day shift and two hours prior notice to evening shift. Employees attending prescheduled medical appointments shall provide at least twenty-four (24) hours of advance notice to their Department.

26.04        Annual Paid Sick Leave  
At the beginning of each year every permanent full-time employee will be credited with fifteen (15) sick day credits. Seasonal, permanent part-time, and probationary employees will be credited with or be entitled to sick pay credits on the basis of one and one-quarter (1¼) days per month worked, but will, however, only be eligible for sick pay after working one hundred thirty (130) working days/six (6) months, but at that time will be entitled to one and one-quarter (1¼) days per month worked from the date of their commencement of employment.

Seasonal and permanent part-time employees will lose eligibility and accumulated sick benefits if they do not work in excess of sixty-five (65) days in each calendar year, or if they do not make themselves available for work offered by the Employer.

When probationary employees are made permanent, the sick time available to them shall be calculated on the same basis as if they had been permanent throughout the period of their employment, providing they have retained eligibility as outlined above.

26.05 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue for his or her future benefit.

- 26.06 (a) It is expected that employees will, wherever reasonably practical, schedule personal appointments on non-work time.
- (b) A deduction shall be made from accumulated sick leave of all normal/scheduled working days absent for sick leave. No deductions from sick leave will be made for periods of two hours or less, to a maximum of six such absences per calendar year.
- (c) Part-time employees will be prorated.

26.07 Sickness While on Vacation

With a medical note, where an employee on vacation becomes ill, provided such illness is shown to be in excess of three (3) days, such employee shall be allowed to use his or her sick leave credits for the period the medical practitioner states he or she would have been unable to carry out his or her duties at work.

26.08 Illness of Family Members

An employee shall be allowed to utilize a maximum of five (5) days per year of accumulated sick leave credits for the purpose of providing care for his or her spouse, child who is ill, including child of a registered common-law spouse, parents and parents-in-law, grandchildren and legal guardian or a person for whom the employee is the primary caregiver and permanently resides in the same household.

Use of this provision shall not be considered part of the employee's personal attendance record. The parties agree that use of illness of family members will be as defined in Article 26.01 (Sick Leave Defined) and subject to the terms and conditions specified in Article 26.13 (Abuses of Sick Time).

In the case of shift workers working in excess of eight (8) hour shifts, one (1) day constitutes all regular hours worked during a twenty-four (24) hour period.

26.09 Sick Pay at Layoff and Recall

When an employee is laid off on account of lack of work he or she shall not receive sick leave credits for the period of such absence, but shall retain his or her cumulative credit for fifty-two (52) weeks, if any, existing at the time of such layoff. In cases where an employee is off work due to sickness and in receipt of sick pay, he or she shall be notified by the Employer, in writing to his or her last known address, of the fact that his or her seniority group has been laid off and his or her sick pay stopped as of the particular date. The reverse procedure will also apply. When an employee is called back to work and cannot do so due to illness, he or she can start using any sick leave credits he or she may have accrued. This provision will not apply to intermittent work of a short duration, i.e. one (1) week or less.

26.10 Severance Payments

Upon (i) retirement, (ii) death, (iii) termination of service caused by transfer of a classification function either in total or in part from the Employer to an unrelated entity, an employee shall be entitled, or his or her estate shall be entitled, as the case may be, to

receive payment or pre-retirement leave of an amount equivalent to the total outlined as follows:

- (a) Employees hired prior to February 8, 1995 shall be entitled to receive a severance payment calculated as follows:
  - (i) twenty-five percent (25%) of all unused sick credits earned as of January 1, 1995 (this will include the fifteen [15] days credited to permanent employees on January 1, 1995).  
In addition, a severance payment calculated as follows:
  - (ii) One (1) day of pay per year of service for the first fifteen (15) years of service;  
plus  
Two (2) days of pay per year of service from Year 16 and beyond.
- (b) Employees who were hired by the City of Winnipeg after February 8, 1995 shall be entitled to receive a severance payment calculated as follows:  
One (1) day of pay per year of service for the first fifteen (15) years of service;  
plus  
Two (2) days of pay per year of service from Year 16 and beyond.  
  
For temporary, seasonal and permanent part-time employees, one year of service shall be equal to the accumulation of two hundred and fifty-two (252) days worked.

26.11 Sick Leave Without Pay

Sick leave without pay shall be granted to an employee who is on an approved sick leave (see 26.01) but does not have any paid sick days accumulated, or does not qualify for sick leave with pay.

26.12 Use of Overtime or Compensating Time

After he or she has exhausted all sick leave credits, an employee, upon submitting a written request to his or her Director, may use, for bona fide sick leave purposes, any stat bank time or vacation credits available to him or her.

26.13 Abuses of Sick Leave

The Employer and the Union agree that suspected abuses of sick leave will be investigated and proven instances of abuse will result in progressive disciplinary action being taken against the employee up to and including termination.

26.14 Upon request to his or her immediate supervisor, the employee's sick leave record will be made available for him or her.

26.15 Sick Pay Supplement for Rehabilitative Employment

If, as a result of illness or accident, an employee is unable to perform the normal functions of his or her position, but is, however, capable of performing in an alternate position which the Employer is prepared to make available to the employee, the following shall apply:

- (a) Upon medical certification satisfactory to a Medical Health Officer designated by the Employer, the employee will be assigned to the alternate position at the appropriate rate of pay for that position.

- (b) The employee shall be entitled on a biweekly basis, to utilize accrued sick credits to supplement his or her rate of pay in the alternate position; but the combination of sick pay supplement and rate of pay in the alternate position shall not exceed the regular rate of pay in his or her former position.
- (c) These sick pay supplements shall cease as soon as the employee qualifies for disability benefits.

26.16

Integration of Manitoba Public Insurance Corporation PIPP Benefits with Sick Leave Benefits

The Employer of Winnipeg and the Canadian Union of Public Employees, Local 500 agree that as a result of the introduction of the Personal Injury Protection Plan (hereinafter referred to as "PIPP") by the Manitoba Public Insurance Corporation, any employee covered by this Agreement who is in receipt of benefits under the PIPP Program and who chooses to concurrently claim sick leave benefits under the provisions of Article 26 (Sick Pay Regulations) must integrate and coordinate those benefits to ensure that the total benefits provided under both Programs do not exceed one hundred percent (100%) of net take home pay. This integration and coordination of benefits shall occur in the following manner:

The total value of income top up provided under Article 21 (Rates of Pay) shall be charged against the employee's accumulated sick leave. Should the employee not have sick credits to their standing at the time of application for the integration and coordination of benefits, they shall be entitled to utilize other available credits to provide top up in accordance with Article 26.12 (Use of Overtime or Compensating Time). An employee who has exhausted all overtime, compensating or vacation credits shall be entitled to only those benefits provided under PIPP.

For the integration and coordination of benefits to occur an employee must be injured in an automobile accident and as a result of their injury be unable to perform the duties of their normal classification and are therefore eligible to receive sick pay benefits.

Employees will be required to release all necessary information regarding the benefits received under the PIPP Program, prior to the coordination of benefits, to ensure that benefits are calculated and provided in accordance with the above. Employees who fail to provide the information necessary to coordinate these benefits shall not be entitled to receive any sick pay top up. Should an employee collect benefits under the PIPP program and simultaneously claim for and receive full sick pay benefits, where the value of PIPP benefits and sick leave benefits exceeds one hundred percent (100%) of net take home pay, the Employer will be entitled to recover the full value of all sick pay benefits that when coordinated with PIPP benefits exceeded one hundred percent (100%) of net take home pay. The Union shall be consulted prior to the commencement of the recovery of excessive benefits.

Employees who choose to integrate PIPP benefits with paid sick leave shall be entitled to receive all other benefits set out under this Agreement during the period that one hundred percent (100%) of net take home pay is provided under this Agreement, for a maximum period of six (6) months or until approved for disability benefits through the Employee Benefits Board.

Employees receiving such benefits shall be advised by the Employer within thirty (30) days of having their PIPP and sick pay benefits integrated and coordinated, that they may apply for disability benefits through the Employee Benefits Board.

Further, the Employer and CUPE agree to establish a joint work group consisting of no more than two (2) representatives appointed by the Employer and no more than two (2) representatives appointed by CUPE, responsible for developing processes and calculations that will ensure the proper and accurate calculation and payment of sick pay top up to one hundred percent (100%) of net take home pay.

#### ARTICLE 27 - MEDICAL EXAMINATION

- 27.01 Before a new employee completes his or her probationary or a trial period with APC and initially completes the requirements for seniority or when an employee accepts a position in a new job family with significantly different physical requirements that are bonefide job requirements, the employee may be required to demonstrate their ability to meet the physical requirements for the position. If the employee is unable to demonstrate the physical requirements, they will be ineligible for the position.

#### ARTICLE 28 - REASONABLE ACCOMMODATION

- 28.01 The Employer and the Union jointly affirm that reasonable accommodation is the mutual responsibility of not only the Employer and employee but of Management and Union as well. To achieve optimum placement of employees requiring accommodation, all components of an accommodation process must work in a cooperative and complementary manner.
- 28.02 Employees requiring accommodation shall be eligible for placement through the accommodation process. Included within this group are employees who:
- (a) are on sick leave with or without pay; or
  - (b) are receiving disability benefits; or
  - (c) are receiving Workers' Compensation benefits; or
  - (d) have formally requested and qualify for accommodation under the Manitoba *Human Rights Code*.
- 28.03 Employees who are accommodated will be paid at the rate of pay for the position in which they have been placed as provided for in the Collective Agreement, the *Workers' Compensation Act*, and the Winnipeg Civic Employee's Long Term Disability Plan.
- 28.04 To facilitate the placement of eligible employees, the Employer will maintain a list of eligible employees in order of date eligible for accommodation. The Employer will endeavour to accommodate eligible employees in accordance with the principles of reasonable accommodation, including modification of current position, placement into a suitable vacant position, modification of a vacant position or rebundling of tasks between positions.
- The Employer will advise the Union of accommodations required and work jointly with the Union to facilitate the required accommodation.
- 28.05 In the event of a dispute among the Union, the employee and the Employer regarding the suitability of an accommodation on the basis of medically verified capabilities, the matter will be referred to an independent physician agreed to between the Employer and the Union for determination. The independent physician will determine whether the

candidate is capable of performing the duties and responsibilities identified and this determination will be final and binding on all parties.

28.06 An employee who is accommodated in accordance with Article 28.04 or Article 28.05 (Reasonable Accommodation) above shall be afforded seniority in accordance with the provisions of Article 14.01 (Seniority). The Employer may, in accordance with Article 14.02 (Seniority) extend the probationary period of the employee for a period of up to sixty-five (65) days.

If during the initial one hundred and thirty (130) working days/six (6) month probation period, employees accommodated in accordance with Article 28.05 (Reasonable Accommodation) above find the position unsuitable, they must provide two (2) weeks of written notice to their Director outlining their concerns.

28.07 Once accommodated employees have established seniority as noted in Article 28.06 (Reasonable Accommodation) above, they shall continue to maintain their seniority within their previous position until such time as:

- (a) they are found fit to return to their previous position/department; or
- (b) they are promoted into, and establish seniority in a regular position where the salary provided is no less than that paid in their previous position

#### ARTICLE 29 - BENEFITS

APC will provide copies of the Benefits Plan information to all employees and to all new hires.

Permanent part-time employees who have worked seventy-five percent (75%) or more of full-time hours during the twelve (12) months between December 1 and November 30 of the previous year shall receive seventy-five percent (75%) of the maximum benefit levels payable to permanent full-time employees as listed below. Other eligible permanent part-time employees shall receive fifty percent (50%) of maximum benefit levels payable to permanent full-time employees.

Eligible seasonal employees shall be entitled to exercise their benefit rights as listed below during the periods of layoff provided they are eligible to recall.

29.01

- (a) Dental Plan  
APC shall pay one hundred percent (100%) of the premiums for all eligible employees and dependents. The prevailing Dental Fee Schedule shall be used in determining benefits.
- (b) Vision Care  
APC shall provide a vision care plan for eligible employees and their dependents and pay one hundred percent (100%) of the premiums.

#### Ambulance and Semiprivate Hospital Coverage

APC shall provide standard ambulance and semiprivate hospital coverage for eligible employees and their dependents and pay one hundred percent (100%) of the premiums.

- (c) Extended Health Benefits  
The Employer shall provide an extended health benefit option and the employee shall pay one hundred percent (100%) of the premiums. Employees shall have the option of participating in the BlueNet program at their own cost, provided Blue Cross is the provider.
- (d) Travel Health Benefits  
The Employer shall provide a travel health benefit option and the employee shall pay one hundred percent (100%) of the premiums.

29.02 Group Life Insurance Plan

- (a) .125% of you biweekly earnings if you elect to be insured for one times your annual earnings rate;
  - (b) .25% of your biweekly earnings if you elect to be insured for two times your annual earnings rate;
- The prescribed rates are determined by the Winnipeg Civic Employee Benefit Program and are subject to change. Rates as of January 1, 2015.

The Civic Employees' Group Life Insurance By-Law (By-Law No. 80/2015) must be consulted for the purpose of interpreting or applying the provisions of the Civic Employees' Group Life Insurance Plan (hereinafter referred to as the "Plan"). In accordance with the By-Law, the Plan is administered by The Board of Trustees of the Winnipeg Civic Employees' Benefits Program (Pension Fund). Information on the Plan is available by contacting the Winnipeg Civic Employees' Benefits Program. Any changes to the Civic Employees Group Life Plan will be communicated to the Union.

29.03 Pension Plan

- (a) The parties agree to participate in the Winnipeg Civic Employees Benefits Program (the "Program") and to be bound by its terms and conditions, including any applicable trust agreements, plan texts or other governance documents, written policies and guidelines. The Program shall consist of Winnipeg Civic Employees Pension Plan, the Winnipeg Civic Employees Disability Plan and the Winnipeg Civic Employees Early Retirement Arrangement;
- (b) Any disputes with respect to members benefits under the program shall not be subject of the grievance and arbitration procedures under this Agreement, but shall be subject to adjudication under the terms of the Program documents and such procedures that the Program Trustees may adopt from time to time, or such procedures as may otherwise be available at law.

ARTICLE 30 - PUBLIC HOLIDAYS

30.01 (a) Paid Public Holidays

The following days shall be observed and compensated in time off as public holidays:

- |                             |                         |
|-----------------------------|-------------------------|
| (i) New Year's Day          | (vii) Labour Day        |
| (ii) Journee Louis Riel Day | (viii) Thanksgiving Day |
| (iii) Good Friday           | (ix) Remembrance Day    |
| (iv) Victoria Day           | (x) Christmas Day       |
| (v) Canada Day              | (xi) Boxing Day         |
| (vi) Terry Fox Day          |                         |



- (b) One-half (½) day shall be granted on the employee's last normal working day immediately preceding Christmas Day. This holiday shall be granted as provided to those employees who can be permitted time off. For those employees required to work, payment shall be made at the regular rate of pay and another one-half (½) day compensating time off shall be granted at a time mutually convenient to the employee and Management.
- (c) Any employees that work Easter Monday will be entitled to one additional float day at regular pay to be taken within the year.

30.02 Compensation for Holidays Falling on Saturday or Sunday

If any of the above holidays should fall on a Saturday or Sunday, in the case of those employees who would not normally work that Saturday and/or Sunday, or who do not regularly work on public holidays, the holiday shall be observed on the first following working day or as mutually agreed between the Employer and the Union.

30.03 Public Holiday Falling During Vacation

When the public holiday comes in the course of an employee's regular annual holidays, an extra day shall be allowed at a time within the discretion of the Director.

30.04 Public Holiday Falling on Scheduled Work Day and/or Employee's Day Off

When a statutory holiday falls on an employee's day off, he or she shall receive a day off with pay in lieu. However, in the case of those employees whose regular work day falls on a holiday and who, in fact, work on that public holiday, compensating time off at the rate of time and one-half (1½) will be granted.

Furthermore, all such employees shall, apart from the compensation outlined above for regular work days falling on a holiday, have compensating time credits, and shall have the option of being paid for public holidays or accumulating public holiday time (stat time) excluding Christmas Day and Boxing Day up to a maximum of forty-eight (48) hours per payroll year (pay period 1-26). Once an employee has banked a total of 48 hours into his/her Stat Bank within the payroll year, no additional hours can be banked for the remainder of the year and all remaining stat days cannot be banked and will be paid out.

The following procedure outlines the administration of banked statutory time:

- (a) Seniority Employees can bank public holidays (stat time) hours up to a maximum of 48 hours per payroll year (pay period 1-26) with the exception of Christmas Day and Boxing Day. Once a total of 48 hours have been banked, no further hours can be banked for the payroll year and all remaining stat days will be paid out.
- (b) Non-Seniority Employees will have their stat hours paid out in the pay period in which they occur.
- (c) Employees must submit, in writing each year (completing the Bank Stat Time Request Form) his/her intent to accumulate public holiday time (stat time). If an employee requests to bank time and then requests to have their stat bank paid out in full no further banking of stat time will be allowed for the remainder of the payroll year and any further public (stat) holiday time will be paid out.

- (d) Employees can request to use stat time in increments, no less than 4 hours, and must be approved by management in advance.

Notwithstanding the provisions outlined above, any employee whose working hours are less than as outlined in Article 20 (Hours of Work) Overtime of this Agreement, and who does work on a public holiday, shall be entitled to compensation for work performed on the public holiday as follows:

- (a) Where employees have earned wages for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the public holiday, then they shall be paid at a rate of time and one-half (1½) for all hours worked on the public holiday and, in addition, they shall be paid their regular pay for the general holiday.
- (b) Where employees have not earned wages for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the public holiday, then they shall be paid at a rate of one time for all hours worked on the public holiday.

30.05

When Not Working on Public Holiday

- (a) Except as herein otherwise provided, employees who do not work on an observed public holiday shall be paid the equivalent of the wages they would have earned on that day had that day not been a public holiday.
- (b) Employees are not entitled to the pay for a public holiday in which they have absented themselves from work without consent either on the regular working day immediately preceding or following the public holiday.
- (c) For the purpose of this article, employees shall be considered to have worked for all of a working day when:
  - (i) they report for work and are sent home due to inclement weather or breakdown of equipment;
  - (ii) they are granted a leave of absence without pay.
- (d) Notwithstanding the provisions outlined above, employees, whose working hours are less than as outlined in Article 20 (Hours of Work) of this Agreement, and who do not work on a public holiday, shall not be entitled to compensation for the public holiday unless they have earned wages for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the public holiday.

30.06

- (a) Employees desiring to observe recognized religious holidays will be allowed up to two (2) days time off with pay through one of two options:
  - (i) time off in lieu of Boxing Day or Terry Fox Day; or
  - (ii) mutually agreed to alternate arrangements.
- (b) Employees choosing to substitute religious holidays for Boxing Day and/or Terry Fox Day will, where practical, be allowed to work in their regular position and work location.

- (c) Where no opportunity exists for the employees to work as per (b) above, Employees will, through discussions with their supervisor, make alternate arrangements to establish a practical and mutually agreed upon approach necessary to substitute their chosen religious holidays, to a maximum of two working days.
- (d) Written requests for either day in lieu of or for alternate arrangements must be submitted to the Director specifying the request at least thirty (30) days prior to the religious holiday(s) to be observed.
- (e) Employees to observe additional recognized religious holidays will be permitted time off on the basis of a leave of absence without pay or deductions from their stat bank (eligible employees only) or vacations. Employees shall submit a written request to the Director specifying the date(s) at least thirty (30) days prior to the religions holiday(s) and indicate on what basis the time off is to be taken.

ARTICLE 31 – VACATIONS

Employees shall be entitled to annual vacation with pay in accordance with their years of employment as hereinafter provided.

31.01 With the intent of establishing April 30<sup>th</sup> as the date to which entitlement to annual vacation leaves of all permanent employees shall be calculated.

- (a) Vacation will be calculated based on the hours worked, calculated to the nearest half day.
- (b) For the purpose of computing annual holidays, when a seasonal employee is confirmed as permanent, the total length of continuous service shall be used.

31.02 Any accrued vacation remaining at termination, resignation or layoff shall be paid out to the employee at that time.

31.03 The vacation pay of employees who have been engaged on higher rated work in a vacation year, shall be prorated on the basis of completed months of service in the higher rated work and their regular classifications, calculated to the nearest half day.

31.04 All staff shall accrue vacation at the following rates:

Years / Hours Worked	Accrual Rate	Full time annual vacation *(2080 hours=service year)
0-4 Years 0-8320 Hours	6 %	3 Weeks
5-10 Years 8321-20800 Hours	8%	4 Weeks
11-20 Years 20801-41600 Hours	10%	5 Weeks
21 Years + 41601 Hours +	12%	6 Weeks

31.05 Overtime hours shall not be used to determine vacations earned.

- 31.06 \*Permanent part time employees have the ability to take vacation credits as earned at the above rate.
- 31.07 Casual, temporary workers and seasonal shall have the above amounts paid biweekly, and not accrue vacation.
- 31.08 Seasonal employees, following recall into the commencement of their 10<sup>th</sup> consecutive season of employment with APC, will be allowed to accrue a maximum of five (5) days' vacation time within the current season prior to layoff, to permit employees paid vacations.
- (a) Employees must submit in writing, no later than one week after their start date each year, the *Long Service Seasonal Vacation Accrual Request Form* of their intent to accumulate up to a maximum of five (5) days' vacation time per season.
  - (b) All vacation requests are subject to management approval.
  - (c) Any accrued vacation remaining at termination, resignation or layoff shall be paid out to the employee at that time.
- 31.09 Directors shall be responsible for arranging the holiday schedule prior to May 1<sup>st</sup> of any year, taking into consideration the requests received from employees when submitted to them prior to April 15<sup>th</sup>.

#### ARTICLE 32 - LEAVE OF ABSENCE

- 32.01 Union Leave of Absence
- (a) Upon approval of the Director concerned, leave of absence, without pay, may be granted to employees to undertake full-time Union work as staff representatives or as elected officers to CUPE Manitoba, the Manitoba Federation of Labour, the National Executive of CUPE, or any other affiliated labour organization, for any period not less than six (6) or more than twelve (12) months and shall be automatically renewed on expiry for a like period from time to time unless either party signifies intention in writing of its desire to terminate said leave of absence in which case six (6) months prior notice shall be given and the employee concerned may return to his or her position with the Employer on termination of authorized leave. Such leave will not affect an employee's seniority. In the case of sick leave credits, when employees return to his or her position with the Employer, they shall be credited with the same amount of sick leave they had accumulated prior to their leave.
  - (b) Upon approval of the Director concerned, leave of absence with pay may be granted to employees to attend union schools, conferences, or conventions as official delegates; or to undertake full-time but limited term Local 500 Union work. Such employee shall receive his or her rate of pay, including upgrades/acting pay and benefits as provided in the Agreement and the Union shall reimburse the Employer for all wages and costs of said benefits including the Employer's share of pension contributions paid by the Employer during the period of absence, such reimbursement to be made immediately on accounts being rendered by the Employer.

For purposes of this article, "full-time limited term Local 500 Union work" shall mean undertakings directly applicable to industrial relations between the parties to this Collective Agreement. Requests for such leave of absence shall be submitted in writing to the Director concerned and shall specify the purpose of the leave and the time period involved.

- (c) Leave of absence, with pay, shall be granted for any period of not more than twelve (12) months when requested by the Union in the case of an employee who is elected President of the Union and may be renewed for a like period at the request of the Union, made not less than thirty (30) days prior to the expiry of the said period. Such employee shall receive his or her rate of pay and benefits as provided in the Agreement and the Union shall reimburse the Employer for all wages and cost of said benefits, including the Employer's share of pension contributions paid by the Employer during the period of absence, such reimbursement to be made immediately on accounts being rendered by the Employer.
- (d) During the period employees are on leave of absence, as provided in paragraphs (a), (b) and (c) above, they shall remain eligible for promotion providing they are available when required by the Employer.

32.02 Leave for Public Duties

The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without loss of seniority but without pay so that employees, where eligible, may be candidates in a federal, provincial or municipal election.

Any employee who is elected to public office shall be granted by the Employer leave of absence without loss of seniority, but without pay, for a period of up to one (1) year. Such leave shall be renewed each year, on request, during his or her term of office.

32.03 Bereavement Leave

- (a) An employee who has completed one hundred and thirty (130) working days/six (6) months of service with the Employer in accordance with Article 14.01 (Seniority) shall, at his or her request be granted five (5) regularly scheduled consecutive work days of leave, without loss of salary or wages in the case of death of a parent, step parent, spouse, grandparent, including registered common law, brother, sister or child, including child of a registered common-law spouse.

- (b) An employee who has completed one hundred and thirty (130) working days/six (6) months of service with the Employer in accordance with Article 14.01 (Seniority) shall, at his or her request be granted up to three (3) regularly scheduled consecutive work days of leave without loss of salary or wages for purposes of making arrangements for and/or attending a funeral in the case of death of a spouse's father or mother, including mother or father of a registered common-law spouse, daughter-in-law, son-in-law, spouse's grandparents, including registered common law spouse's grandparents, grandparent, grandchild, brother-in-law and sister-in-law including brother or sister of a registered common-law spouse.
- (c) In certain circumstances where the funeral is delayed, an employee may request to separate the days of leave to coincide with the date of service.
- (d) In the case of shift workers working in excess of eight hour shifts, one (1) day constitutes all regular hours worked during a twenty-four (24) hour period.

32.04

Funeral Leave

An employee who has completed one hundred and thirty (130) working days/six (6) months of service with the Employer in accordance with Article 14.01 (Seniority) shall, be granted one-half (½) day of leave without loss of salary or wages to attend a funeral, not identified above, as a pallbearer. Where circumstances warrant, such leave may be extended at the discretion of the Director, or designate.

32.05

Maternity Leave

Maternity Leave Plan A: (Employment Insurance only)

- (i) The Employer shall grant maternity leave to a female employee who has completed six (6) months of service with the Employer and who submits an application in writing to her Director for a leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and who provides her Employer with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- (ii) The maternity leave shall consist of a period, not exceeding twenty (20) weeks if delivery occurs on or before the estimated date of delivery specified in the certificate mentioned above, or a period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned above and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (iii) The maternity leave granted shall commence no earlier than fourteen (14) weeks preceding the estimated date of delivery and shall terminate no later than twenty (20) weeks following the actual date of delivery.
- (iv) Maternity leave under Plan 'A' shall be considered as a leave of absence without pay.

- (v) The employee returning to work after maternity leave shall provide the Employer with at least two weeks of notice prior to the date of returning to work. Employees who are permanent or who have been full-time temporary for a period of not less than two years shall, on return from twenty (20) weeks or less of maternity leave or combined maternity and parental leave of eighty (80) weeks or less, be placed in the same position occupied prior to the start of the leave. Should that position be eliminated during the employee's absence, the Employer shall notify the employee and the employee shall exercise her rights as though she had remained in the job.

All employees not referred to above, including those who take more than fifty-four (54) weeks of leave shall at the discretion of the Employer, be placed in the position occupied at the time the leave commenced or in a comparable position at not less than the same wages as her position prior to her commencement of leave.

- (vi) The Employer may, notwithstanding the above, vary the length of maternity leave upon proper certification by the attending physician.

#### Maternity Leave Plan 'B': (EI + Maternity Leave Income Supplement)

In order to qualify for Plan B, a pregnant employee must:

- (i) Have completed twelve (12) continuous months of service with the Employer. Part-time and seasonal employees are eligible to apply for and receive Plan 'B' in accordance with this article
- (ii) Submit to the Director an application in writing for leave under Plan 'B' at least four (4) weeks before the date specified by her in the application as the date on which she intends to commence such leave
- (iii) Provide the Employer with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- (iv) Provide the Employer with proof that she has applied for Employment Insurance benefits and that Human Resource Development Canada has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22 of the Employment Insurance Act of 2005.
- (v) Must apply for and must be in receipt of Employment Insurance benefits before they can receive payments under the Plan. The Plan may provide for payments to an employee who is not in receipt of Employment Insurance benefits for the reason that the employee is serving the one (1) week waiting period.

An applicant for maternity leave under Plan 'B' must sign an agreement with the Employer to provide that:

- (i) she will return to work and remain in the employ of the Employer for the equivalent of at least six (6) months of full-time employment following her leave. For seasonal employees the equivalent of at least six (6) months of full-time employment following her leave, within two (2) consecutive years; and
- (ii) she will return to work on the date of the expiry of her maternity leave and where applicable, parental leave, unless this date is modified by the Employer in accordance with Article 32.05 (Maternity Leave). For seasonal employees, she will return to work on the date of the expiry of her maternity leave and where applicable, parental leave, or when called back to work by the Employer if she has been laid off; and
- (iii) should she fail to return to work as provided under (i) and/or (ii) above, she will be required to reimburse the Employer for the full amount of pay received from the Employer as maternity allowance during the entire period of maternity leave.

An employee who qualifies is entitled to a maternity leave consisting of:

- (i) a period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 32.05 (Maternity Leave); or
- (ii) a period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 32.05 (Maternity Leave) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (iii) APC may notwithstanding the above vary the length of maternity leave upon proper certification by the attending physician.

During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with Plan 'B' as follows:

- (i) For the first week an employee shall receive ninety-three percent (93%) of her weekly rate of pay.
- (ii) For up to a maximum of sixteen (16) additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay. For part-time and seasonal employees, weekly rate of pay will be the amount determined by Human Resource Development Canada.
- (iii) All other time as may be provided under Article 32.05 (Maternity Leave) shall be on a leave without pay basis.
- (iv) Employees have no vested right to payment under the Plan except to payments during a period of unemployment specified in the Plan.



- (v) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.
- (vi) The allowance shall only be payable for the period she would otherwise be working and not on layoff.

During the period of maternity leave, APC will continue to pay its portion of pension, group life insurance, dental and vision care contributions based on the regular salary and regular contribution rates and provided the employee pays her regular contribution.

The employee returning to work after maternity leave shall provide APC with at least two (2) weeks of notice prior to the date of returning to work. Employees who are permanent or who have been full-time temporary for a period of not less than two (2) years shall, on return from twenty (20) weeks or less of maternity leave or combined maternity and parental leave of eighty (80) weeks, be placed in the same position occupied prior to the start of the leave. Should that position be eliminated during the employee's absence, the Employer shall notify the employee and the employee shall exercise her rights as though she had remained in the job.

All employees not referred to above, including those who take more than outlined above shall, at the discretion of the Department, be placed in the position occupied at the time the leave commenced or in a comparable position at not less than the same wages as her position prior to her commencement of leave.

32.06

#### Parental Leave

Below and on the following pages are the details related to parental leave:

- (a) The Employer will grant a leave of absence not to exceed sixty-three (63) continuous weeks to any employee who has completed seven (7) months of service with the Employer for the purpose of the actual care and custody of a child after becoming a natural or adoptive parent. The employee shall submit an application in writing, stating the duration of leave requested, to their Director for parental leave at least four (4) weeks before the day on which leave is intended to commence except in the case of an employee intending to take maternity leave in which case the employee shall submit their application for parental leave at the same time as their application for maternity leave.
- (b) Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee. However, where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before commencement of the parental leave.
- (c) Parental leave shall be considered leave of absence without pay.
- (d) Sick leave credits will not accrue for any period of time the employee is absent on parental leave.
- (e) The employee returning to work after parental leave shall provide the Employer with at least four (4) weeks of notice in writing prior to the date of returning to work

except in the case of an employee taking more than seventeen (17) weeks of parental leave, in which case at least twelve (12) weeks' notice in writing shall be required.

- (f) Employees who are permanent or who have been full-time temporary for a period of not less than two (2) years shall, on return from twenty (20) weeks or less of maternity leave or combined maternity and parental leave of eighty (80) weeks, be placed in the same position occupied prior to the start of the leave. Should that position be eliminated during the employee's absence, the Employer shall notify the employee and the employee shall exercise her rights as though she had remained in the job.

All employees not referred to above, including those who take more than outlined above shall, at the discretion of the Employer, be placed in the position occupied at the time the leave commenced or in a comparable position at not less than the same wages as her position prior to her commencement of leave.

- (g) An employee on parental leave shall remain eligible for promotion providing the employee is available when required by the Employer.

32.07 Foster Care

An employee may use vacation and/or banked time for the purpose of introducing a foster child into their home. The Employer will make every reasonable effort to accommodate such requests.

32.08 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of pay and without loss of seniority, to an employee who is subpoenaed as a witness or is required to serve as a juror in any court proceeding. The employee will turn over to the Employer the payment he or she received for such services, excluding payments for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

32.09 Benefits While on Leave Without Pay

Employees who are on an authorized leave of absence without pay, will be allowed, on request, to pay the employer and employee paid benefits premiums as provided in this Agreement within the policies and regulations governing said benefits.

32.10 Leaves of Absences

a) General Leave

An employee who has completed one hundred and thirty (130) working days/six (6) months of service with the Employer in accordance with Article 14.01 (Seniority) may be granted a leave of absence without pay and without loss of seniority for personal reasons, where, in the opinion of Management such leave will not adversely affect the operation of the Employer.

The leave request must be made in writing to the Director. Approval for general leave will be considered on a case by case basis and will not be withheld unreasonably

b) Education & Professional Development Leave

The Employer agrees that it is to the mutual benefit of both the Employer and the employee to improve the educational standards of the work force. Accordingly, the Employer shall, wherever practical, permit employees with one (1) or more years of seniority up to one year of leave without pay for educational and professional

development. Employees must submit proof from the educational institution they are attending.

c) Conservation Leave:

Eligible employees with a minimum of one (1) year service with the Employer that encourages staff to take on a short-term posting with another organization (paid or unpaid) for up to a maximum one (1) year in support of international conservation or animal rescue programs where the employee's participation furthers APC's goals of conservation and research, where the employee contributes to field work in support of APC's conservation mandate and /or where the professional development of the employee is advanced in a manner that cannot be accomplished through normal educational channels.

Employees would be granted this leave without pay from APC. Each request must be made in writing to the Director a minimum of sixty (60) days in advance and be evaluated on a case by case basis and will not be withheld unreasonably.

d) Compassionate Care Leave

Compassionate care leave is intended to enable an employee to provide care or support to a seriously ill family member. This would be a leave without pay from the Employer however the employee may be eligible to collect Employment Insurance benefits through Service Canada.

Below are the details related to compassionate care leave:

An employee shall receive compassionate care leave without pay, of up to twenty-eight (28) weeks, subject to the following conditions:

- (i) An employee must have completed thirty (30) days employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (ii) An employee must apply in writing one week prior to taking the leave or a shorter period if circumstances warrant.
- (iii) An employee may take the leave in one (1) or two (2) periods. No period of leave may be less than one (1) week's duration.
- (iv) This leave is intended to enable an employee to provide care or support to a seriously ill family member.
- (v) For an employee to be eligible for leave, a physician must issue a certificate stating that:
  - a) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
    - 1) the day the certificate is issued, or
    - 2) if the leave was begun before the certificate was issued, the day the leave began; and
  - b) the family member requires the care or support of one or more family members.
- (vi) A family member for the purpose of this article shall be defined as provided for in the *Employment Insurance Act*.

- (vii) An employee may end their compassionate leave earlier than twenty-eight (28) weeks by giving the Employer forty-eight (48) hours' notice.
- (viii) 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.
  - a) Seniority shall accrue during any period of leave under this article.
  - b) Prior to the commencement of approved compassionate care leave, the employee can request the use of up to ten (10) days accumulated sick leave credits without a medical certificate being required.
  - c) Notwithstanding the notice outlined in (g), if the death of a family member occurs during this period of leave, the employee, if entitled, shall revert to bereavement leave as outlined in Article 32.03 (Bereavement Leave) of the Collective Agreement.

e) Leave for Victims of Domestic Violence

The employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal life. Workers experiencing domestic violence will be able to access time off from work as per the Manitoba Employment Standards code re: Domestic Violence Leave.

f) Leave for Military Service

The employer shall allow a leave of absence, without pay, to any employee for Active Service in the Canadian Forces as per the Manitoba Employment Standards Code re: Leave for Reservists.

32.11

Job Sharing

The Employer and the Union jointly affirm that programs which encourage employees to retain their employment with the Employer are of mutual benefit. One method of ensuring that this occurs is a formal job sharing arrangement.

Job sharing provides a systematic method of restructuring full-time work in order to accommodate the particular needs of employees (these include child care and further education), and provides the organization with an opportunity to retain skilled employees who might otherwise be forced to resign from their jobs.

Below and on the following pages are the details related to job sharing:

Section One - General Terms and Conditions

- 1.01 Requests for job sharing will be employee initiated through the Employer and will be granted at the discretion of the Employer. If the employee wishes to job share, the employee is responsible for finding a job sharer. Positions filled through job sharing must lend themselves to this type of staffing arrangement.
- 1.02 Prior to any individual job sharing arrangement being confirmed, it must receive the concurrence of the Union.

- 1.03 Only employees who have completed their probationary period within their existing position and are qualified to carry out the duties of the job share position shall be considered for job sharing.
- 1.04 Applicants for job sharing must be in positions of the same job family. (Any exceptions to this will be by mutual agreement between the Employer and the Union.) The job to be shared must be currently held by one of the incumbents requesting job sharing. No one job sharer shall own the position after the job share agreement has commenced. If an employee has obtained permanent status prior to job sharing, the permanent status will be retained.
- 1.05 A participant in the job sharing program must provide at least sixty (60) days' notice of intention to terminate employment with the Employer.

In job sharing arrangements of one year or less, job sharers and the Employer must provide at least one (1) month's written notice of their intention to withdraw from the arrangement. In such instances, job sharers shall be returned to the position they occupied prior to the start of the job share. Should that position be eliminated during the employee's job share arrangement, the Employer shall notify the employee and the employee shall exercise his or her rights as though he or she had remained in the job.

Each job sharing agreement must be renewed annually. Job sharers must provide at least one month of written notice of their request to renew their agreement.

Job share arrangements which have been renewed and have continued for longer than one year will require ninety (90) days written notice of withdrawal from the job sharers or the Employer. Upon the conclusion of these longer job share arrangements, job sharers shall be returned to a comparable position at not less than the same wages. Should a comparable position not exist, the employees will be entitled to exercise their seniority rights.

When one of the job sharers resigns from the job share position or is promoted, the position will be offered to the other employee on a full-time basis, except where that employee was previously a part-time or seasonal employee, in which case that remaining employee will revert to their former position unless another employee from the same Department agrees to job share in that position (and in accordance with Section 1.01).

- 1.06 An employee wishing to continue job sharing has the responsibility to find a job sharer and must initiate a new request to job share. That remaining employee must carry out the duties of the position on a full-time basis until such time as another job share partner is found.
- 1.07 In the event an employee wishing to job share is unsuccessful in locating a qualified partner, the Employer shall bulletin the job share position upon request from the employee. The bulletin would be Employer wide with hiring preference given to a qualified staff person within the same job family.

- 1.08 An employee who is participating in a job sharing arrangement shall be eligible to apply for promotion or lateral transfer. If successful, the employee will be required to terminate the job share arrangement, with at least thirty (30) days' notice of intention to terminate, and assume the duties and responsibilities of the new position on the date specified by the Employer.
- 1.09 If there is more than one request for job sharing in the same position and the Employer is unable to grant all requests, first consideration will be given to the senior applicant.

Section Two - Rates of Pay and Benefits

- 2.01 Employment Insurance and Canada Pension Plan contributions will be based on actual earnings.
- 2.02 Job sharers will each be eligible for the following benefits on the same basis as part-time employees:
- (a) sick pay credits
  - (b) dental plan
  - (c) vision care plan
  - (d) maternity leave
  - (e) bereavement and funeral leave
  - (f) workers' compensation
  - (g) long service pay
  - (h) group insurance
  - (i) disability benefits
  - (j) pension plan (Section 2.05).
- 2.03 Vacations shall be calculated according to Article 31 (Vacations). Job sharers will have the option of being paid or taking time off.
- 2.04 Paid public holidays will be divided between the two job sharers based on time worked. For example, if the job is split 50/50, then public holidays will be split 50/50. If the job is split 60/40, then the public holidays will be split 60/40 and so on. The job sharers will develop a payment schedule in conjunction with the Employer.
- 2.05 The Pension Plan shall be administered in accordance with the Employer of Winnipeg Pension Plan.
- 2.06 Overtime will only be considered if a job sharer works in excess of forty (40) hours per work week, regardless of their job share arrangement hours.
- 2.07 Employees will accrue service for actual time worked in the job share position. If one of the job sharers is a part-time or seasonal employee, they will continue to maintain seniority only in their former position/ classification and will not accrue seniority in the job share position/ classification.
- 2.08 Increments will be awarded on a pro rata basis, i.e. job sharers will be eligible for an increment after working the equivalent of one (1) full year (two hundred sixty [260] days).

2.09 In no case will an agreement exceed five (5) years.

ARTICLE 33 - TECHNOLOGICAL CHANGE

- 33.01 A minimum of ninety (90) days before the introduction of any technological change which affect the conditions of employment, wage rates or workloads, the Employer shall notify the Union of the proposed change. Any such changes shall be the subject of discussion between the Union and the Employer.
- 33.02 Where practical, no permanent employees shall be dismissed by the Employer because of mechanization or technological change provided they are prepared to take the Employer's retraining program as soon as such retraining is available.
- 33.03 Employees who are displaced will be given the opportunity to fill other vacancies related to their skills and qualifications according to their seniority.
- 33.04 No additional employees shall be hired by the Employer on a permanent basis until those employees concerned are notified of the proposed changes and allowed a reasonable training period to acquire the necessary knowledge and skills required for retention of their employment.
- 33.05 Employees who participate in the Employer's retraining program shall receive salary

ARTICLE 34 - SAFETY FOOTWEAR, CLOTHING AND UNIFORMS

- 34.01 Uniforms  
The Employer will supply uniforms which will be required to be worn by all designated employees.
- Where there is a bonafide health risk to an employee such as exposure to zoonotic diseases, regulated chemicals or any other recognized biochemical hazards, mandatory uniform cleaning will be provided.
- 34.02 Safety Footwear Allowance  
The Employer will arrange to provide eligible employees required to wear safety footwear with an annual payment of:
- a) two hundred dollars (\$200) to permanent full-time employees, after their probationary period.
  - b) one hundred and fifty (\$150) for permanent part-time employees, after their probationary period.
  - c) one hundred and twenty-five (\$125) for seasonal, casual, term employees, who accumulate six months of service in one year. Payments for eligible employees will be made first date of recall of the year following.
  - d) seventy-five (\$75) for permanent education department staff, after their probationary period
- 34.03 Protective Clothing and Equipment  
Employees will be given protective clothing where required by their job duties.

## ARTICLE 35 – TOOLS

The Employer will provide tools required for employees to perform their duties.

## ARTICLE 36 - CIVIL LIABILITY

36.01 If an action or proceeding is brought against employees covered by this Agreement for an alleged tort committed by them in the performance of their duties, provided such actions do not constitute a gross disregard or neglect of their duties as an employee, then:

- (a) Employees, upon being served with any legal process, or upon receipt of notification of any action or proceeding as hereinbefore referred to, being commenced against them shall advise the Employer of any such notification or legal process.
- (b) The Employer shall pay any damages or costs awarded against any such employees in any such action or proceedings and all legal fees; and/or
- (c) The Employer shall pay any sum required to be paid by such employees in connection with the settlement of any claim made against such employees if such settlement is approved by the Employer before the same is finalized.
- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

This section shall not be construed to mean that the Employer shall pay any costs, expenses or fees for such member incurred during or as a result of the Employer's internal disciplinary proceedings against such members.

## ARTICLE 37 - CRIMINAL LIABILITY

37.01 If a criminal action including a *Highway Traffic Act* offence is commenced against any employees covered by this Agreement which action arises out of such employees' actions while in the performance of their duties and provided such actions do not constitute a disregard or neglect of their duties as an employee, then:

- (a) Employees upon being charged with a criminal offence, or upon receipt of notification of the commencement of any criminal action being commenced against them or upon the *Highway Traffic Act* offence being commenced against them, shall advise the Employer of such criminal proceedings and may request that the Employer appoint counsel to represent the employee in such criminal action.
- (b) Upon receiving a request from an employee to appoint counsel, the Employer may agree to appoint counsel on behalf of the employee.
- (c) If the Employer agrees to appoint counsel on behalf of the employee, the employee and the Employer shall forthwith meet for purposes of appointing counsel that is mutually agreeable to both parties. In the event the employee and the Employer cannot agree on who should be appointed as counsel, the Employer shall not be responsible for payment of legal fees.
- (d) Only if the Employer agrees to appoint counsel will the Employer be responsible for payment of legal fees as taxed and approved by the Employer.



This section shall not be construed to mean that the Employer shall pay any costs, expenses or fees for such member incurred during or as a result of the Employer's internal disciplinary proceedings against such members.

#### ARTICLE 38 - BARGAINING REPRESENTATION OF EMPLOYEES

38.01 The Employees will designate up to six (6) employees from as many employees groups as possible to make up the Union's bargaining committee. The Employer agrees to pay the costs for two (2) of these employees and the Union will pay for four (4). The National Servicing Representative may also attend but will not be included as part of the six (6) employees.

#### ARTICLE 39 - LABOUR MANAGEMENT COMMITTEE

39.01 The labour management will meet up to four (4) times per year. The committee shall consist of equal representation from the Union and the Employer.

#### ARTICLE 40 - INFORMATION TO BE PROVIDED

40.01 The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, wage rates, and currently assembled financial and actuarial information pertaining to pension and benefit plans.

40.02 The Union shall furnish the Employer, by March 31<sup>st</sup> of each year, with a list of the officers of Local 500 including the stewards.

#### ARTICLE 41 - PICKET LINES

41.01 No employee shall be required to cross a legally recognized picket line, except in cases where, in the opinion of the Employer, it is necessary to provide emergency service.

41.02 Emergency Services agreement

The parties agree that for the purposes of Article 41.01 "emergency service" shall include at least the following:

1. All Security Staff at service levels currently in effect, or as needed in the event of changed security requirements.
2. Zoo Operations at service levels as follows:
  - a. Registered Animal Health Technologist – 1
  - b. Animal Nutrition or Supervisor – 1.5
  - c. Animal Nutrition Driver – 0.5
  - d. Aquatic Operations Supervisor or Building Operator - 1
  - e. Animal Care Supervisor – 1
  - f. Animal Care Professional 1 or 2 – 12

This does not reduce or restrict APC's rights under Article 41.01 to form the opinion that different and/or additional positions and/or service levels constitute "emergency service", in which case APC will advise CUPE 500 at the earliest reasonable opportunity.

## ARTICLE 42 - LONG SERVICE PAY

All employees covered by this Agreement shall receive service pay for each month of actual service employment as hereinafter provided. The service pay shall be paid annually on or before pay period #26 in the current year, except for seasonal employees who shall be paid in January of the year following entitlement.

For the purposes of this Article, the following shall apply:

- (a) Employees leaving the service of APC for any reason on or before the 15<sup>th</sup> day of any month shall not be entitled to service pay for that month.
- (b) Employees commencing service after the 15<sup>th</sup> day of any month shall not be entitled to service pay for that month.
- (c) In order to determine the length of service for seasonal employees, twenty-one (21) days shall constitute one (1) month, and two hundred fifty-two (252) days shall constitute one (1) year.
  - Seven dollars and fifty cents (\$7.50) per month after completion of ten (10) years service;
  - Fifteen dollars (\$15) per month after completion of fifteen (15) years service;
  - Twenty-two dollars and fifty cents (\$22.50) per month after completion of twenty (20) years service;
  - Thirty dollars (\$30) per month after completion of twenty-five (25) years service;
  - Thirty-seven dollars and fifty cents (\$37.50) per month after completion of thirty (30) years service;
  - Forty-five dollars (\$45) per month after completion of thirty-five (35) years service.

LETTER OF UNDERSTANDING #1  
BETWEEN  
ASSINIBOINE PARK CONSERVANCY  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: ATTENDANCE MANAGEMENT

---

The Employer expects employees to fulfill their contractual obligations and it is the employee's responsibility to maintain regular and consistent attendance at work. Involvement of the Union in the attendance management process is critical to resolving issues and ensuring the success of attendance management programs. The Employer is responsible for creating a working environment that supports the physical, psychological, and social well-being of employees.

Culpable or blameworthy absenteeism will be subject to the disciplinary process specified in the Collective Agreement. Non-culpable or innocent absenteeism will not be subject to disciplinary action.

The parties agree that the development of a comprehensive attendance management program shall recognize the above noted principles.

Dated this 3<sup>rd</sup> day of Dec, 2019.

FOR THE EMPLOYER:  
ASSINIBOINE PARK CONSERVANCY



BRUCE KEATS



DEBBIE HANNAH

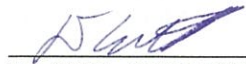
FOR THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 500



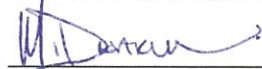
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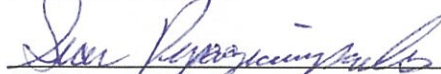
ELIZABETH BLAIR



DANIEL COLLICUTT



MIKE DEARMAN



SEAN PAPAGIANNOPOULOS



MELISSA SCOUTEN

LETTER OF UNDERSTANDING #2  
BETWEEN  
ASSINIBOINE PARK CONSERVANCY  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: LEAVE OF ABSENCE - CHIEF SHOP STEWARD

---

The parties recognize the value of positive and timely labour relations. Therefore the parties agree that upon request the Union and representatives from the Department shall meet to discuss the feasibility of implementing full-time Chief Shop Steward position(s), or other arrangements that may be deemed appropriate. Such agreements shall be contained in a Letter of Understanding.

Dated this 3<sup>rd</sup> day of Dec, 2019.

FOR THE EMPLOYER:  
ASSINIBOINE PARK CONSERVANCY

  
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BRUCE KEATS


  
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DEBBIE HANNAH

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

  
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LETTER OF UNDERSTANDING #3  
BETWEEN  
ASSINIBOINE PARK CONSERVANCY  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: DEFERRED SALARY LEAVE PLAN


---

Employees who have successfully completed their probationary period shall be entitled to participate in a Deferred Salary Leave Plan.

This Plan allows for employees to defer a portion of their salary to fund a leave of absence. The leave of absence shall not be less than six months and not more than twelve (12) months. The only exception is for full-time attendance as a student at a designated educational institution where the leave shall not be less than three consecutive months.


Dated this 3<sup>RD</sup> day of Dec., 2019.

FOR THE EMPLOYER:  
ASSINIBOINE PARK CONSERVANCY

  
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BRUCE KEATS

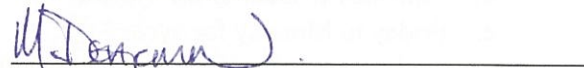
  
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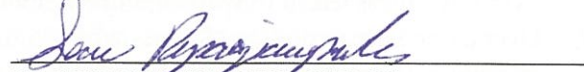
FOR THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 500

  
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LETTER OF UNDERSTANDING #4  
BETWEEN  
ASSINIBOINE PARK CONSERVANCY  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: CUPE SECURITY STAFF

---

WHEREAS the Parties have agreed that the security staff shifts will be managed in a fashion that provides fairness to all security staff as well as 24/7 coverage for APC.

NOW THEREFORE the Parties agree to the following:

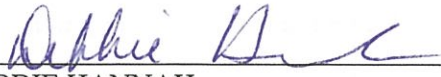
1. Staff are scheduled to work 12 hour shifts, 4 days on and 4 days off, alternating days and nights on an approximate 16 day schedule.
2. Shifts are either 6:00 am to 6:00 pm or 6:00 pm to 6:00 am however, APC reserves the right to adjust the start/stop times as required to meet organizational requirements as per Article 5 (Management Rights) of the Collective Agreement.  
Where practicable, APC will attempt to schedule no less than 2 security guards during the hours of 9pm-5am.
3. The staff schedule shall be:
  - a. Schedule 1: 4 days, 4 rest, 4 nights, 4 rest
  - b. Schedule 2: 4 nights, 4 rest, 4 days, 4 rest
4. Staff have their shifts move by one day each week resulting in a relatively equal number of weekends and statutory holidays for all staff.
  - a. Monday to Thursday for cycle 1
  - b. Tuesday to Friday for cycle 2
  - c. Wednesday to Saturday for cycle 3
  - d. Thursday to Sunday for cycle 4
  - e. Friday to Monday for cycle 5 etc.
5. Hours vary by pay period due to schedule with all staff paid for actual hours worked with no overtime unless asked to work additional hours in excess of their scheduled shifts.
6. Over a one year period, employees work 45.625 cycles at 48 hours each for a total of 2190 hours on average with actual hours worked varying by a maximum of 2 shifts of 12 hours between individual employees.
7. Statutory holidays will be worked and paid as they occur with some variation expected from year to year.
  - a. Actual hours worked on a statutory holiday will vary as shifts span the start and end of a statutory holiday
8. Full time positions will be used to staff the base requirements for Security.
9. Part time/seasonal/casual positions will be used to supplement core requirements.
  - a. Seasonal increase in service levels
  - b. Major event increases in staffing levels
  - c. Vacation and sickness absences
10. Pay scales will be established to encompass expectation for 24 hours 7 day service in lieu of tracking all shift and weekend premiums. Statutory holiday pay will be incremental based on actual hours worked.
11. Contracted security services have been and will continue to be used for peak demands driven by special events and similar short term needs where priority consideration has been given to existing staff.



Dated this 3<sup>rd</sup> day of Dec, 2019.

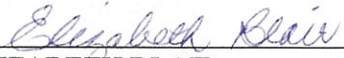
FOR THE EMPLOYER:  
ASSINIBOINE PARK CONSERVANCY

  
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BRUCE KEATS

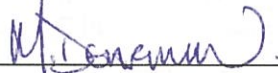
  
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DEBBIE HANNAH

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

  
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MELISSA SCOUTEN

LETTER OF UNDERSTANDING #5  
BETWEEN  
ASSINIBOINE PARK CONSERVANCY  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: CUPE EDUCATION PROGRAMMING STAFF

---

WHEREAS the Parties have agreed that the education programming staff shifts will be managed in a fashion that provides fairness to all education programming staff as well as evenings and week-ends seven (7) days a week coverage for APC.

NOW THEREFORE the Parties agree to the following:

1. Permanent full-time staff is scheduled to work forty (40) hours over six days. Shifts are adjusted to accommodate evening, week-end and seasonal programming, on an approximate one-month schedule. Shifts are typically between the hours of 8:00 a.m. to 9:00 p.m. and could be split shifts.
2. Permanent part-time (hourly paid staff) shifts vary and are scheduled to accommodate evening, weekend and seasonal programming, on an approximate one-month schedule. Shifts are typically between the hours of 8:00 a.m. and 9:00 p.m. and could be split shifts.
3. Permanent full and part-time (hourly paid) positions will be used to staff the base requirements for educational programming.
4. In concert with CUPE education programming staff, contract facilitators or volunteers will be used to supplement core requirements including:
  - a. Week-end and evening programs
  - b. Seasonal increase in service levels
  - c. Major event increases in staffing levels
  - d. Vacation and sickness absences
  - e. Birthday parties
  - f. Specialty workshops
  - g. Grant funded programs
5. In concert with CUPE education programming staff, contract instructors or volunteers will be used where subject matter expertise is required to deliver specialized programming.
6. Working under the direction of CUPE education programming staff, volunteers will provide a support role to the education programming team.

Dated this 3<sup>RD</sup> day of Dec, 2019.

FOR THE EMPLOYER:  
ASSINIBOINE PARK CONSERVANCY

  
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BRUCE KEATS

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


  
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DALE EDMUNDS




  
DEBBIE HANNAH

  
ELIZABETH BLAIR

  
DANIEL COLLICUTT

  
MIKE DEARMAN

  
SEAN PAPAGIANNOPOULOS

  
MELISSA SCOUTEN

LETTER OF UNDERSTANDING #6  
BETWEEN  
ASSINIBOINE PARK CONSERVANCY  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: PERMANENT BARGAINING UNIT MEMBERS

---

WHEREAS the Parties have agreed that:

1. No permanent bargaining unit member shall be laid off as a result of substantive contracting out of their department.
2. Either party can exit this Letter of Understanding with thirty (30) days' notice. After which time, the collective agreement will apply.


Dated this 3<sup>rd</sup> day of Dec., 2019.

FOR THE EMPLOYER:  
ASSINIBOINE PARK CONSERVANCY

  
\_\_\_\_\_  
BRUCE KEATS

  
\_\_\_\_\_  
DEBBIE HANNAH

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

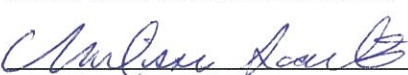
  
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DALE EDMUNDS

  
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ELIZABETH BLAIR

  
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DANIEL COLLICUTT

  
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MIKE DEARMAN

  
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SEAN PAPAGIANNOPOULOS

  
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MELISSA SCOUTEN

SALARY SCHEDULE

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APC shall increase all hourly rates as follows:


- Effective upon ratification: 1.25% with no retro pay.  
Signing Bonus:  
Permanent full-time employees: \$500  
Permanent part-time: \$250  
Seasonal employees (upon returning from recall): \$250
- Effective January 1, 2020: Zero Percent (0%)  
Signing Bonus:  
Permanent full-time employees: \$600  
Permanent part-time: \$300  
Seasonal employees (upon returning from recall): \$300
- Effective January 1, 2021: 1%  
Effective January 1, 2022: 1%  
Effective August 1, 2022: 0.75%  
Effective January 1, 2023: 1%  
Effective August 1, 2023: 1%

See separate APC/CUPE Pay Schedule 2019-2023

Dated this 3<sup>rd</sup> day of Dec, 2019.

FOR THE EMPLOYER:  
ASSINIBOINE PARK CONSERVANCY

  
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BRUCE KEATS

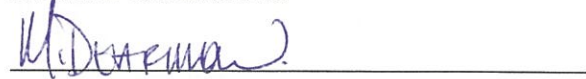
  
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DEBBIE HANNAH

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

  
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DALE EDMUNDS

  
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ELIZABETH BLAIR

  
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SEAN PAPAGIANNOPOULOS

  
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MELISSA SCOUTEN

APPENDIX #1  
BETWEEN  
ASSINIBOINE PARK CONSERVANCY  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: LIST OF ARBITRATORS

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- Blair Graham
- Keith LaBossiere
- Michael D. Werier
- Diane E. Jones, Q.C.

Dated this 3<sup>RD</sup> day of Dec., 2019.

FOR THE EMPLOYER:  
ASSINIBOINE PARK CONSERVANCY

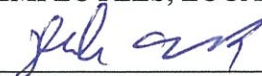
  
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BRUCE KEATS

  
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DEBBIE HANNAH

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

  
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DALE EDMUNDS

  
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ELIZABETH BLAIR

  
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SEAN PAPAGIANNOPOULOS

  
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MELISSA SCOUTEN



