

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CUPE** / *Canadian Union  
of Public Employees*

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3336**

**AND**

**Memorial University Recreation Complex Inc.**

**On behalf of Aquarena and Field House Employees**

**July 1, 2024 to June 30, 2028**

:KT/cope491



## Contents

Article 1 – Preamble .....	6
Article 2 – Definitions.....	6
Article 3 – Management Rights .....	7
Article 4 – Recognition .....	7
Article 5 – Human Rights.....	9
Article 6 – Membership Requirement .....	10
Article 7 – Checkoff of Union Dues .....	10
Article 8 – Correspondence.....	11
Article 9 – Labour Management Committee .....	11
Article 10 – Education .....	13
Article 11 – Injury on Duty .....	13
Article 12 – Grievance Procedure .....	14
Article 13 – Arbitration .....	17
Article 14 – Discipline, Suspension and Discharge .....	19
Article 15 – Seniority .....	22
Article 16 – Promotions and Staff Changes.....	23
Article 17 – Layoffs and Recalls .....	26
Article 18 – Hours of Work .....	27
Article 19 – Overtime.....	28
Article 20 – Holidays.....	30
Article 21 – Vacations.....	31
Article 22 – Sick Leave (A) .....	34
Article 23 – Sick Leave (B) .....	35
Article 24 – Leave of Absence.....	37
Article 25 – Payment of Wages and Allowances .....	41
Article 26 – Employee Benefit Plans .....	42
Article 27 – Health and Safety.....	42
Article 28 – Technological Change.....	43
Article 29 – Severance Pay .....	43
Article 30 – Uniform and Clothing Allowance .....	44
Article 31 – General Conditions.....	45
Article 32 – Amendments to Agreement.....	45

Article 33 – Duration.....	45
Article 34 – Amalgamation, Regionalization, and Merger Protection.....	46
Signing Page.....	47
Letter .....	48
Schedule “A” – Salaries and Other.....	49
Appendix A.....	52

## **Article 1 – Preamble**

### **1.02 Preamble**

It is the purpose of both parties to this Agreement:

- 1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and Union.
- 2) To recognize the mutual value of joint discussions and negotiations in matters pertaining to work conditions, employment, services, etc.
- 3) To encourage efficiency in operations.
- 4) To promote the morale, well-being and security of employees in the bargaining unit of the Union.

Now, therefore, the parties agree as follows:

## **Article 2 – Definitions**

### **2.01 Definitions**

- a) "Casual employee" means a person who has no scheduled hours and works on an occasional or intermittent basis primarily to replace a permanent, temporary or part-time employee who is unable to work the employee's scheduled shift. Any such employee who is subsequently scheduled hours shall be deemed to be a part-time employee.
- b) "Employee" means a person included in the bargaining unit who is employed by the Employer for remuneration.
- c) "Employer" means the Memorial University Recreation Complex Inc. (MURC)
- d) "Layoff" means a reduction in the workforce.
- e) "Full-time employee" means a person designated by the Employer to be regularly scheduled to work full-time hours on an ongoing basis.
- f) "Part-time employee" means a person who is not regularly scheduled to work the full number of working hours in each working day or the full number of working days in each work week as defined elsewhere in this Agreement for the employee's classification.

- g) "Permanent employee" means a person who has completed the probationary period and is employed on a regular scheduled basis, either full-time or part-time, without reference to any specific date of termination of service. A permanent employee shall retain permanent status if the employee moves to a temporary or casual position.
- h) "Probationary employee" means a person who is employed with the Employer but who has worked less than the prescribed probationary period.
- i) "Service" means any period of employment either before or after the date of signing of this agreement in respect of which an employee is in receipt of salary or wages from the Employer, including periods of special leave without pay not exceeding twenty (20) days in the aggregate in any year, unless specified otherwise in this agreement.
- j) "Temporary employee" means a person who is employed for a specific period or for the purpose of performing certain specified work and who may be laid off at the end of such period or on completion of such work.
- k) "Termination" means the permanent cessation of employment with the Employer.

### **Article 3 – Management Rights**

- 3.01** All functions, rights, powers and authority which are not specifically abridged, delegated or modified by this agreement are recognized by the Union as being retained by the Employer. The question of whether any of these rights, powers and authority is limited by this agreement shall be decided through the grievance and arbitration procedure.
- 3.02** The Employer shall not exercise its rights in a discriminatory manner.

### **Article 4 – Recognition**

#### **4.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 3336 as the sole and exclusive bargaining agent for all employees as listed in Schedule "A" of this Agreement.

#### **4.02 Work of the Bargaining Unit**

- a) Management and excluded personnel shall not work on any jobs which are included in the bargaining unit except for the purpose of instructing, experimenting, reviewing an employee's performance, in the case of emergencies, when regular employees in the same classification are not available, where the performance of bargaining unit work usually forms part of the duties of a non-bargaining unit position, or where past practice has been established.

#### **4.03 No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this collective agreement.

#### **4.04 Union Representation**

- a) Employees shall have the right at anytime to have the assistance of a full-time Union representative or Shop Steward. Such representative or shop steward shall be permitted access to the Employer's premises during regular working hours to provide the required assistance. Employees shall not absent themselves from work except with permission from their supervisor. Such permission shall not be unreasonably withheld.
- b) The Employer agrees to recognize Shop Stewards appointed by the Union. The Union shall inform the Employer of the names of all Shop Stewards as soon as possible after their appointment. The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties.

**4.05** The Employer agrees to acquaint individuals being considered for employment with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

**4.06** An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union. Where several employees are hired in the same month, the union officer will meet with the employees as a group.

## **Article 5 – Human Rights**

### **5.01 Employer Shall Not Discriminate**

The Employer agrees that there shall be no discrimination exercised or practised with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of membership or activity in the Union or any other reason.

### **5.02 Harassment**

Both the Employer and the Union consider sexual and personal harassment to be reprehensible and are committed to maintaining an environment where such harassment does not exist.

To this end, the Union and the Employer recognize the right of employees to work in an environment which is free from harassment. The parties undertake to investigate alleged occurrences with all possible dispatch. If harassment has taken place, the Employer shall take appropriate action as outlined in its policies against the harasser and shall ensure that the harassment ceases. The complainant shall be afforded all reasonable protection from repercussions which might result from the complaint.

Should the Employer's policies not result in settlement of a complaint to the satisfaction of the complainant, the complainant may refer the matter to the Provincial Human Rights Commission and/or avail of the grievance procedure contained herein. In any event there may be no simultaneous action taken under this provision, and any grievance should be directed to the General Manager for resolution.

- a) Sexual harassment is comprised of unsolicited comments, gestures or physical contact of a sexual nature that the individual knows or ought reasonably to know to be unwelcome, objectionable, or offensive. Except in gross situations, where an individual takes exception to the actions, behaviour or comments of another individual they should warn the other person that their behaviour is unwanted and must cease.

Sexual harassment may involve favours or promises of favours with the threat of reprisal for refusing.

Sexual harassment can be expressed in a number of ways which may include:



- unnecessary touching or patting
- suggestive remarks, jokes or behaviour
- demands for sexual favours
- physical assaults

b) Personal harassment is any behaviour of an offensive nature, which the harasser knows or ought reasonably to know to be unwelcome or threatening.

### **5.03 Personal Services**

Employees will not be asked or required to do personal services for a supervisor which are not connected with the operation of the Employer.

## **Article 6 – Membership Requirement**

### **6.01 Union Membership**

All employees within the scope of the Bargaining Unit shall, as a condition of employment, maintain Union membership. All new employees within the scope of the Bargaining Unit shall, as a condition of employment, become members in good standing at the commencement of their employment.

### **6.02 New Employees**

All employees hired after the signing of this Agreement shall immediately become and remain members of the Union provided they continue to occupy a bargaining unit position.

## **Article 7 – Checkoff of Union Dues**

### **7.01 Deductions**

- a) The Employer shall deduct from every employee coming within the bargaining unit the monthly dues and initiation fees of the Union.
- b) Deductions shall be sent to the Secretary Treasurer of CUPE not later than the 15th day of the month. As Memorial University acts as MURC's agent for the purpose of payroll, Memorial University will forward to the Union with the first dues deduction cheque following the signing of the Agreement a list which shows the employee's full name and payroll number. Each month

thereafter a list showing additions and deletions will be forwarded with the dues deduction cheque.

- c) The Works will forward contact information, address and telephone number, on each individual hired into a unionized position at The Works to CUPE Local 3336.

#### **7.02 Notification of Dues**

The Union shall inform the Employer of any change in the membership dues, and such changes shall be implemented within one (1) calendar month of receipt of the notification.

#### **7.03 Recording Requirement**

The Employer agrees to record the amount of membership dues paid by an employee to the Union on the employee's T-4 Statement.

### **Article 8 – Correspondence**

#### **8.01 Correspondence**

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Director/General Manager and the Recording Secretary of the Union, or the CUPE National Representative, with a copy to the Recording Secretary of the Union.

### **Article 9 – Labour Management Committee**

#### **9.01 Establishment of Committee**

A Labour Management Committee shall be established consisting of three representatives of the Union and three representatives of the Employer.

#### **9.02 Function of Committee**

The purpose of this committee is to meet and confer on matters of mutual interest which are not properly the subject of a grievance or negotiations. The committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the employees. It is understood that Committee efforts will not replace employee and supervisor discussions to deal

with individual employee issues. The Committee shall concern itself with the following general matters:

1. Considering constructive criticisms of all activities so that better relations shall exist between the parties;
2. Improving and extending services to the public;
3. Promoting safety and sanitary practices and where appropriate, referring Occupational Health and Safety (OHS) issues to the OHS Committee;
4. Reviewing suggestions from employees, questions of working conditions and service;
5. Correcting conditions causing grievances and misunderstandings.

### **9.03 Meeting of Committee**

The Committee shall meet at least every two (2) months at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least seven (7) calendar days in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

### **9.04 Chair of the Meeting**

An Employer and a Union Representative shall be designated as Co-Chairs and shall alternate as Chair for the meeting.

### **9.05 Minutes of Meetings**

Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairs as promptly as possible after the close of the meeting. The Union, the CUPE Representative, and the Employer shall receive a signed copy of the minutes within seven (7) calendar days following the meeting.

### **9.06 Jurisdiction of Committee**

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make the recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **Article 10 – Education**

### **10.01 Education on the Job**

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc, to be held on the Employer's premises during the employee's lunch period or after the regular working day provided it does not interfere with the normal operations of the Employer.

**10.02** A full-time permanent employee may be permitted to register for or audit one (1) University course in any semester, subject to the approval of the Director/General Manager, provided that the course is not available outside normal working hours and time is compensated for by the employee. Such permission will not be unreasonably denied.

**10.03** A full-time permanent employee may be granted financial assistance for approved courses of study or special training, subject to the approval of the Director/General Manager. The full-time permanent employee may be required to sign a written agreement covering the conditions under which the assistance may be granted.

**10.04** A full-time permanent employee shall be granted leave of absence with pay to write examinations to upgrade the employee's qualifications related to the employee's employment.

## **Article 11 – Injury on Duty**

**11.01** An employee who is unable to perform regular duties of the employee's classification because of a personal injury received in the performance of the employee's duties shall report the matter to the employee's immediate supervisor. The injury shall be reported before the end of the shift on which the injury occurred or at the earliest possible opportunity when a supervisor is available. The injured employee must then follow the procedure established by the Employer with respect to work-related injuries.

**11.02** Where an employee is injured while on duty, the employee shall receive benefits as provided for by WorkplaceNL for the entire period of temporary disability as defined by WorkplaceNL.

**11.03** A permanent full-time employee who is totally disabled shall continue to contribute to the University Pension Plan.

**11.04** Where an employee is certified by a physician as fit to return to work but can no longer carry out the duties of the employees' position, the Employer shall endeavor to place the employee in a position consistent with the employee's qualifications and capabilities.

## **Article 12 – Grievance Procedure**

### **12.01 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting his/her grievance in accordance with the Grievance Procedure.

### **12.02 Names of Stewards**

The Union shall notify the Employer in writing the name of each Steward and the department(s) the Steward represents, and the name of the Chief Steward before the Employer shall be required to recognize the Stewards. The Stewards so elected (appointed) shall constitute the Union Grievance Committee.

### **12.03 Permission to Leave Work**

The Employer agrees that Stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that the Steward will not leave the Steward's work during working hours except to perform the Steward's duties under this Agreement. Therefore, no Steward shall leave work without obtaining the permission of the Steward's Supervisor, which permission shall be given within an hour when reasonably possible to do so.

### **12.04 Definition of Grievance**

A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the terms of the Collective Agreement or where the Employer has acted unreasonably with regard to interpretation, application, administration, or alleged violation of the terms of the Collective Agreement.

### **12.05 Procedure for Settling of Grievance**

- a) An earnest effort shall be made to settle grievances fairly and promptly in the following manner:
- b) All written grievances must be copied to the Director/General Manager, the Union Chief Shop Steward and the Union Recording Secretary. All responses to grievances, stating reasons, must be in writing to the Union Chief Shop Steward with a copy to the Director/General Manager and to the Union Recording Secretary.
- c) Step One – Division Manager:
  - i) The alleged grievance shall be submitted in writing by the aggrieved employee and/or the Shop Steward to the Division Manager within fourteen (14) days after the aggrieved employee has become aware of the occurrence of the alleged violation.
  - ii) A written decision stating reasons shall be rendered to the Union Chief Shop Steward (or designate) within fourteen (14) calendar days of receipt of the grievance by the Division Manager.
  - iii) Should this decision fail to resolve the matter, the grievance may be processed at Step Two as specified hereafter.
- d) Step Two – Director/General Manager:
  - i) Failing satisfactory settlement at Step One, the Union Chief Shop Steward (or designate) may submit a written grievance to the Director/General Manager within seven (7) calendar days of receipt of the Division Manager's response to Step One.
  - ii) A written decision stating reasons shall be rendered to the Union Chief Shop Steward (or designate) within seven (7) calendar days of receipt of the grievance by the Director/General Manager.

Should this decision fail to resolve the matter, the grievance may be submitted to arbitration.

## **12.06 Policy Grievance**

- a) Where a dispute arises involving a question of general application or interpretation of a provision of this Agreement, either party may initiate a policy grievance at Step Two of the procedure outlined in Article 12.05.

- b) Such a policy grievance must be in writing and clearly identified as such. It shall quote the alleged violation and must include both details to support that claim and any remedy sought.

#### **12.07 Union May Institute Grievance**

The Union shall have the right to originate a grievance, within 28 days of the employee(s) becoming aware, on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step One.

#### **12.08 Other Types of Grievances**

- a) **Grievance on Safety**  
An employee, or a group of employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a grievance at Step One of the grievance procedure. This shall not be interpreted as limiting any other right the employee may have under the Occupational Health and Safety Act and Regulations.
- b) **Grievance on Bumping**  
Where a grievance relates to bumping, the grievance shall be submitted in the first instance to the Director/General Manager at Step Two.
- c) **Grievance on Job Posting**  
Where a grievance relates to job posting, the grievance shall be submitted in the first instance to the Director/General Manager at Step Two.

#### **12.09 Facilities for Grievances**

The Employer agrees to supply the necessary room for the Grievance Meetings.

#### **12.10 Mutually Agreed Changes**

Any mutually agreed changes to this Collective Agreement must be in writing and signed by both parties and are subject to the grievance and arbitration procedure.

#### **12.11 Probationary Employee**

The termination of a probationary employee is not subject to the grievance procedure unless discrimination is alleged.

#### **12.12 General**

- i) The parties may waive any step in these procedures and/or extend any time limits by mutual agreement in writing.
- ii) All meetings between the Employer representatives and representatives of the Union will be held by appointment at times mutually satisfactory to both parties and without unreasonable delay when requested by either party.

### **12.13 Time Limits**

Both parties shall comply with the time limits shown. However, in the processing of any particular grievance either party may request an extension to any time limit in this process. If such extension is requested, it shall be subject to mutual agreement but such agreement shall not be unreasonably withheld by either party.

### **12.14 Discussions with Grievor**

After a grievance has been initiated by the Union, the Employer's representative shall not enter into direct discussion or negotiation with the aggrieved employee respecting the grievance without the consent of the Union.

## **Article 13 – Arbitration**

**13.01** Should the parties fail to settle the grievance through the procedures outlined in Article 12, the grievance may be referred to arbitration on written notice from either party within thirty (30) calendar days following receipt of the Step Two decision.

**13.02** Matters referred to arbitration will be heard by a single Arbitrator who shall be selected from a list of persons previously agreed between the parties.

### **13.03 Arbitration Board**

Either party may advise the other of their desire to use an Arbitration Board. Such advice must be in writing, and forwarded to the other party at the time the grievance is referred to Arbitration.

- a) **Composition of Board of Arbitration**  
When either party requests that a grievance be submitted to Arbitration Board, the request shall be made to the other party to the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer indicating the name and address



of its appointee to the Arbitration Board. The two (2) Nominees shall then meet to select an impartial Chair from the normal list and under normal procedures. Should no Arbitrator from the list be available to hear the case within sixty (60) days, then the nominees shall select a Chair from the LMAC Panel of Arbitrators.

b) Failure to Appoint

If the party receiving the notice fails to appoint a nominee, or if the two (2) appointees fail to select a Chair within seven (7) days of their appointment, the appointment shall be made by the Minister responsible for the Labour Relations Act upon request of either party.

c) Board Procedure

The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. In its attempt at justice, the Board shall, as much as possible, follow a layman's procedure and avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision at a mutually agreeable time and place in consultation with the parties.

d) Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

**13.04** The Arbitrator, when appointed, shall proceed to schedule the hearings to resolve the grievance at a mutually agreeable time and place in consultation with the parties.

**13.05** All decisions arrived at by the Arbitrator shall be final and binding on the parties.

**13.06** The Arbitrator shall not have jurisdiction to establish new provisions or to change in whole or in part any provision of this Agreement.

### **13.07 Amending of Time Limits**

The Arbitrator shall establish procedures for the arbitration process which are consistent with normal practice and with natural justice.

A grievance or arbitration shall not be deemed invalid by reason of a defect in form, a technical irregularity or an error of procedure if it results in a denial of natural justice and in such case the Arbitrator or Arbitration Board shall have the remedial authority to rectify any such error or to expand the time limits contained in Articles 12 and 13.

### **13.08 Fees**

The fees and charges of the Arbitrator shall be shared equally by the parties hereto.

### **13.09 Witnesses**

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the 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.

### **13.10 Expedited Arbitration**

Subject to agreement by both parties, expedited arbitration may be used in place of the normal arbitration processes. The decisions of the Arbitrator in expedited arbitration will be binding on the parties and will have precedential value for future grievances. The format and procedures for expedited arbitration will be subject to the agreement of both parties at the time.

**13.11** For clarity it is understood between the parties that a single Arbitrator shall have the same powers, authority and jurisdiction as an Arbitration Board.

## **Article 14 – Discipline, Suspension and Discharge**

### **14.01 Discipline Procedure**

An employee may be disciplined or discharged but only for just cause. In the case of dismissal, this action must be carried out by the Division Manager. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of a Steward or Union Representative. Such employee and the Union shall be notified in writing within forty-eight (48) hours following such verbal notification.

#### **14.02 May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to advance the matter to Step Two of Clause 12.05.

#### **14.03 Unjust Suspension or Discharge**

An employee who has been unjustly suspended or discharged shall be immediately reinstated in the employee's former position without loss of seniority. The employee shall be compensated for all time lost in an amount equal to the employee's normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of an Arbitrator, if the matter is referred to arbitration.

#### **14.04 Designation of Supervisor**

Every employee, upon commencing employment or upon changing jobs, shall be notified of the name of the employee's immediate designated Supervisor.

#### **14.05 Adverse Report**

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning the employee's work within fourteen (14) calendar days of the event of the complaint, with copies to the Union and to the C.U.P.E. Representative. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's record for use against the employee in regards to discharge, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to the employee's work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's record.

#### **14.06 Record of Employee**

The record of an employee shall not be used against the employee at any time in the following instances:

- i) When eighteen (18) months have elapsed since a suspension, provided that there has been no recurrence of the same or a similar infraction;

- ii) When twelve (12) months have elapsed since the issuance of a letter of reprimand or adverse report provided there has been no recurrence of the same or a similar infraction; except in the case of continuing alcohol and/or drug related offenses where there shall be no such limitations.

#### **14.07 Right to Have Steward Present**

An employee shall have the right to have a Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact a Steward to be present at the interview.

Should an employee waive their right to union representation, he/she shall sign a "Waiver of Representation" form as attached in Appendix A.

#### **14.08 Access to Personnel File**

- a) Upon request, and at reasonable times, an employee shall have the right to have access to and review the employee's personnel file. An employee shall have the right to receive copies of any material contained in the employee's personnel file and shall also have the right to request the removal of any time expired communication of a disciplinary nature which have been inadvertently left on file (reference Article 14.06).
- b) There shall be one (1) recognized personnel file and this file will be maintained by the Employer.
- c) Only documents which are copied to the employee's personnel file with the knowledge of the employee shall have any official standing in any subsequent disciplinary action. An employee shall have the right to respond in writing to any document placed on the employee's personnel file and such reply shall become part of the employee's permanent record.

#### **14.09 Use of Demotion as Discipline**

Demotion shall not be used as a disciplinary measure.

### **Article 15 – Seniority**

#### **15.01 Seniority Defined**

Seniority is defined as the length of service with the Employer including service with the Employer prior to the date of certification or recognition of the union, and subject to the provisions of Article 15.03 or any other appropriate articles and shall date from the last entry into employment with the Employer. Seniority shall operate on a bargaining unit wide basis.

### **15.02 Seniority List**

The employer shall maintain seniority lists showing the current classification and the date upon which each employee's service commenced. When two or more employee's commenced work on the same day, the employee with the lower social insurance number will have the greater seniority. Up-to-day seniority lists shall be sent to the union and posted in January of each year. If the employee does not challenge the position of the employee's name on the seniority list within thirty (30) calendar days from the date of posting of the most current seniority list, then the employee shall be deemed to have proper seniority until the list is next posted. For an employee on any form of approved leave or layoff when the list is posted the thirty (30) day period shall commence upon the employee's return to work.

### **15.03 Loss of Seniority**

The following conditions shall result in loss of seniority for an employee:

- a) the employee resigns or retires and is not re-employed within thirty (30) calendar days;
- b) the employee is dismissed and not reinstated;
- c) the employee has been laid off in excess of twenty-four (24) consecutive months;
- d) when recalled from layoff in the employee's classification:
  - i) an employee fails to report within seven (7) calendar days of notice to do so, unless sufficient reason is given by the employee;
  - ii) a part-time employee fails to report when scheduled, unless sufficient reason is given by the employee.
- e) the employee is absent from work for five (5) consecutive days without notifying the Director/General Manager giving a satisfactory reason for such absence, unless such notice was not reasonably possible.

### **15.04 Resignation for Education Purposes**

Notwithstanding the provision of 15.03(a) an employee who resigns in writing for educational purposes shall have their seniority reinstated should they become re-employed within eight (8) months.

**15.05** The Employer understands the concept of seniority and supports the principal that the more senior worker should have the greater benefit when preparing seasonal work schedules. However, the parties acknowledge the employer's right to schedule workers in accordance with but not limited to operational requirements, customer needs and special events. The Employer will not use this right to assign hours of work to junior employees as a means of saving labour costs.

## **Article 16 – Promotions and Staff Changes**

### **16.01 Job Posting**

When the Employer determines that a vacancy in a bargaining unit position is to be filled, the Employer shall post notice of competition for seven (7) calendar days in the Employer's offices, locker rooms and on all bulletin boards.

### **16.02 Information Postings**

- a) Such notice shall contain the following information:  
Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.
- b) The parties recognize that hiring based on bona-fide occupational qualifications may be required. Approval must be granted from the Human Rights Commission before the position is posted.

### **16.03 No Outside Advertising**

No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed.

### **16.04 Trial Period**

A successful applicant for promotion shall be placed on trial for a period of two (2) months, which period may be extended up to two (2) months by mutual consent. Conditional on satisfactory service, the employee shall be declared permanent after the trial period. In the event the successful applicant proves

unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the employee's former position and salary level consistent with the employee's former position without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position. Where the former position no longer exists, the Employer shall provide alternate employment at a salary level consistent with the employee's former position, without loss of seniority.

#### **16.05 Transfers to Non-Bargaining Unit Position**

Employees who accept permanent employment in a non-scope position may elect to continue to accrue seniority for sixty (60) working days, and if the employee so elects to accrue seniority, the employee shall continue to pay Union dues for that period. If the employee subsequently returns to the Bargaining Unit, the employee shall be placed on the seniority list as of the latest date of return. An employee that accepts a temporary position outside the bargaining unit shall retain his/her accumulated seniority for a period of one year and can be extended by mutual agreement between the Employer and the Union.

While outside the bargaining unit and accruing seniority under this clause, the employee will not be covered by any other provisions of this Agreement.

#### **16.06 Probationary Period – New Employee**

A newly hired employee shall be on probation for the first six (6) calendar months from the date of employment. Such probationary period may be extended by up to four (4) months by mutual consent of the Union and the Employer. Subject to Clause 12.11 during the probationary period, the employee shall be entitled to the rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

#### **16.07 Promotions Requiring Higher Qualifications**

If a qualified candidate has not been selected through the competition process, serious consideration will be given to providing an employee/applicant who is preparing for qualification prior to filling the vacancy the opportunity to fill the position at an adjusted salary level. If selected, the employee will be afforded the opportunity to acquire the necessary qualifications for the established position within a reasonable trial period as determined by the Employer. If the qualifications are not met within the time frame established, the employee shall revert to the employee's former position.

#### **16.08 Role of Seniority in Promotion and Transfer**

Both parties recognize:

- i) the principle of promotion within the service of the Employer;
- ii) that job opportunity shall increase in proportion to length of service;

Therefore, in making staff changes, transfers or promotions, the qualifications and abilities required for the position shall be the governing factor. Where these factors are equal between applicants, seniority shall prevail.

#### **16.09 Training**

- a) For Employer-required training courses for full-time permanent employees, all direct course costs shall be paid by the Employer. Time spent in such training shall be considered as time worked.
- b) Employees shall be reimbursed for costs of their recertification award required as a condition of employment provided it is not paid by another employer or organization. The Employer will endeavor to reimburse employees within thirty (30) days of submission.
- c) Recertification will be done at The Works where possible. If a recertification is done at another location, reimbursement to the employee will not exceed the rate charged for recertification at The Works. It is the employee's responsibility to ensure their qualifications are current.
- d) To receive reimbursement for recertification of awards, employees are required to submit the original receipt and award/s within 90 days of completion of the recertification.
- e) It is mandatory that all employees maintain the necessary certifications required for their position(s). Failure to maintain the necessary certifications may result in termination of employment.
- f) If, upon hire, an employee's certification is valid for a period of less than six (6) months, the employee will be responsible for the cost of their first recertification.

#### **16.10 Disabled Worker**

A permanent employee who, through injury or illness, is permanently unable to perform the employee's normal duties may be accommodated with alternate employment, if such employment is available and the employee has the



qualifications required for the position. Such an employee shall not displace an employee with more seniority.

### **16.11 Older Worker**

A permanent employee who through advancing years is permanently unable to perform the employee's normal duties may be accommodated with alternate employment, if such employment is available and the employee has the qualifications required for the position. Such an employee shall not displace an employee with more seniority.

## **Article 17 – Layoffs and Recalls**

### **17.01 Layoff Definition**

A "Layoff" shall be defined as a reduction in the work force.

### **17.02 Role of Seniority in Layoffs**

- a) Employees will be laid off within the classification affected in reverse order of total seniority and shall have the right to bump on a bargaining-unit-wide basis provided that those employees being retained have sufficient qualifications and are able to perform the work required.
- b) For the purpose of bumping, there will be two (2) distinct employee groups ranked as follows:
  - i) full-time permanent employees;
  - ii) other employees.

Each group shall be entitled to bump employees in the same group and employees ranked lower, as prescribed above.

### **17.03 No New Employees**

- a) No new full-time employees shall be hired until those laid off in the same classification and possessing suitable qualifications have been given an opportunity of recall.
- b) When recalling part-time employees, the Employer will make a reasonable effort to contact laid off employees in the same classification and possessing suitable qualifications prior to hiring new employees.

- c) It is the responsibility of employees on layoff to keep the Employer advised of their current address and telephone number.

#### **17.04 Grievance on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step Two of the Grievance Procedure with the Director/General Manager.

#### **17.05 Notice of Termination**

- a) Except in cases of dismissal for just cause, two (2) weeks, notice, in writing, shall be given to permanent, probationary or temporary employees who are to be terminated or laid off. If such notice is not given, the employee shall be paid the number of days by which the notice was reduced.
- b) An employee shall give fourteen (14) calendar days' notice of intention to terminate employment.

#### **17.06 Reduction of Notice Period**

The period of notice may be reduced or eliminated by mutual consent.

### **Article 18 – Hours of Work**

#### **18.01 Hours of Work**

- a) The regularly scheduled hours of work for full-time permanent employees in all classifications, with the exception of Facility Attendants, shall be forty (40) hours per week.
- b) For full time permanent Facility Attendants hired after September 18, 2019, their regular scheduled hours of work shall be forty (40) hours per week. Full-time permanent Facility Attendants hired before September 18, 2019; their regular scheduled hours of work shall average thirty-six (36) hours per week.

## **18.02 Rest Periods**

- a) Each employee shall be entitled to a rest period of fifteen (15) minutes when the shift is less than five (5) hours but exceeds two (2) hours at such time as the Employer directs.
- b) Each employee who works five (5) hours or more shall be entitled to an unpaid meal break of thirty (30) minutes at such time as the Employer directs.
- c) Employees working a minimum seven (7) hour shift shall be entitled to a fifteen (15) minute rest period in the first half and in the second half of the working day at such time as the Employer directs.

## **18.03 Work Schedule**

With the exception of program startups, the work schedule shall be posted a minimum of two (2) weeks in advance.

## **18.04 Split Shifts**

Except where mutually agreed by the employee and immediate supervisor, full-time permanent employees will not be required to work split shifts.

## **18.05 Minimum Shift Duration**

Employee shall be scheduled for a minimum of one (1) hour per shift, unless mutually agreed with the immediate supervisor.

# **Article 19 – Overtime**

## **19.01 Application**

This Article shall apply to all employees in the bargaining unit.

## **19.02 Authorization**

All overtime shall be authorized and scheduled by the Director/General Manager.

### **19.03 Overtime Mandatory**

The Director/General Manager may at any time require an employee to work overtime.

### **19.04 Compensation**

An employee shall be compensated at time and one-half (1 1/2) for all time worked in excess of the scheduled work week or work day as specified in Article 18.

### **19.05 Overtime**

Bargaining unit employees shall be given first consideration for overtime work assignments.

### **19.06 Part-Time Employee**

- a) With the exception of Facility Attendants hired before September 18, 2019, all time worked by a part-time permanent employee in excess of forty (40) hours per week shall be considered overtime.
- b) All time worked by part-time permanent Facility Attendants hired before September 18, 2019, in excess of seventy-two (72) hours on a biweekly basis, shall be considered overtime.

### **19.07 Notice Requirement**

The Director/General Manager shall make every reasonable effort to give as much notice as possible:

- a) to employees who are required to work overtime; and
- b) to allocate overtime work on an equitable basis among readily available qualified employees.

### **19.08 Callback**

A full-time permanent employee who is called back to work after the employee has left the employee's place of work shall be paid for a minimum of three (3) hours at the applicable overtime rate provided that the period worked is not contiguous to the employee's scheduled working hours.

A full-time permanent employee who is called back to work and completes the work in less than the minimum three (3) hours and is subsequently recalled

within the three (3) hour minimum, receives the benefit of the three (3) hour minimum once. However, should the total time on both calls exceed the three (3) hour minimum, the employee will be compensated for the actual time worked at the applicable overtime rate.

#### **19.09 Time Off in Lieu of Pay**

The Director/General Manager may upon the request of a full-time permanent employee, grant time off in lieu of compensation for any overtime worked. Such time shall be granted at the rate prescribed in 19.04

#### **19.10 Payment of Overtime**

Where possible, all overtime worked shall be paid in the pay period subsequent to the overtime having been worked.

### **Article 20 – Holidays**

#### **\*20.01 Holidays**

For the purpose of applying this agreement, the holidays set out below shall be considered public holidays.

Full-time permanent employees shall receive one (1) day's paid leave for each of the ten (10) holidays as follows:

- |                                |                                     |
|--------------------------------|-------------------------------------|
| 1) New Year's Day              | 6) Day for Truth and Reconciliation |
| 2) Good Friday                 | 7) Thanksgiving Day                 |
| 3) Commonwealth (Victoria) Day | 8) Remembrance Day                  |
| 4) Canada Day                  | 9) Christmas Day                    |
| 5) Labour Day                  | 10) Boxing Day                      |

#### **20.02 Pay for Scheduled Work on Holidays**

- a) Full-time permanent employees who are scheduled to work on a designated holiday (Clause 20.01) shall be paid at the rate of time and one-half (1 ½) the regular rate and will be granted another day off within sixty (60) days. If such time off cannot be granted within sixty (60) calendar days, then the employee will receive one (1) day's regular pay in lieu or, with mutual agreement between the employee and the employee's supervisor, the employee may receive time off in lieu.
- b) Part-time permanent employees who are scheduled to work on a designated holiday (Clause 20.01) shall be paid at the rate of time and one-half (1 ½) the

regular rate for all hours worked and shall receive a percentage in lieu of holidays as outlined in Schedule A.

### **20.03 Compensation for Holidays Falling on Scheduled Day Off**

When any of the aforementioned holidays (Clause 20.01) fall on a full-time permanent employee's scheduled day off, the employee shall receive another day off with pay to be taken within sixty (60) calendar days. If such time off cannot be granted within sixty (60) calendar days, the employee will be paid one day's regular pay in lieu.

### **20.04 Compensation for Work Performed on a Holiday Falling on a Scheduled Day Off**

When a holiday falls on a full-time permanent employee's day off and the employee is required to work on such a holiday the employee shall receive two (2) hours pay for each hour worked on such a holiday in addition to holiday pay. If at the request of the employee time off in lieu is granted it shall be on the basis of two (2) hours off for each hour worked.

## **Article 21 – Vacations**

### **21.01 Length of Vacation**

- a) A full-time permanent employee shall receive annual vacation with pay in accordance with the employee's years of employment as follows:
  - i) less than one (1) year, at the rate of one and two-thirds (1 2/3) days for each month of service;
  - ii) one (1) year up to ten (10) years of service, four (4) weeks;
  - iii) more than ten (10) years of service, but less than twenty-five (25) years, five (5) weeks;
  - iv) more than twenty-five (25) years of service, six (6) weeks.
- b) Calculation of Length of Vacation  
For the purpose of calculation of length of annual vacation with pay, a full-time permanent employee's service will be that service performed in the twelve (12) month period, April 1 to March 31.
- c) When a full-time permanent employee becomes eligible for a greater amount of annual vacation, the employee may be allowed in the year in which the change occurs, a portion of the additional leave for which the employee has become eligible, based on the ratio of the unexpired portion of the year to twelve (12) months computed in full working days.

## **21.02 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday falls or is observed during a full-time permanent employee's vacation period, the employee shall be allowed an additional vacation day with pay at a time to be mutually agreed between the employee and the employee's supervisor.

## **21.03 Calculation of Vacation Pay**

Vacation pay shall be at the rate effective immediately prior to the vacation period. However, should any salary increase become effective during the employee's vacation period, the employee shall receive the benefit of such an increase from the effective date.

## **21.04 Vacation Pay on Termination or Retirement**

- a) A full-time permanent employee terminating employment at any time in the vacation year, before the employee has had vacation, shall be entitled to an equivalent payment of salary or wages in lieu of such vacation at termination, provided that the employee gives proper notice of termination. In the event that proper notification of termination is not given, payment will be made at the earliest possible date, but in any event, no later than the second payday following the date of termination.
- b) **Period of Notice**  
Employees shall give the Employer fourteen (14) days' notice of intention to terminate employment. The period of notice may be reduced or eliminated by mutual consent. Vacation leave shall not be used as any of the period of notice referred to in this Article.

## **21.05 Selection of Vacation Dates**

Full-time permanent employees, in consultation with their supervisor, shall determine the method of selecting vacation dates. In the event that majority agreement cannot be reached, preference in vacations shall be regulated according to a rotation plan. The initial placing of employees in the rotation plan will be in accordance with seniority; thereafter, the rotation will proceed without regard to seniority. If seniority is to be used as the method of selecting vacations, bargaining unit seniority shall be used.

## **21.06 Vacation Schedule**

- a) Vacation schedules shall be posted by May 1 of each year and shall not be changed unless mutually agreed upon by the full-time permanent employee

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

- b) Vacation for the purpose of this Article shall include all current, accumulated and accrued vacation leave.

#### **21.07 Carry Forward of Vacation**

A full-time permanent employee may carry forward to another year any proportion of annual leave not taken by the employee in previous years until, by so doing, the employee has accumulated a maximum of one year's entitlement.

Full-time permanent employees who are prohibited from taking annual leave because of Workers' Compensation benefits or extended sick leave shall be allowed to carry forward additional days.

#### **21.08 Anticipated Vacation**

A full-time permanent employee with more than sixty (60) calendar days' service may anticipate vacation to the end of the current vacation period as stipulated in clause 21.01 b).

A full-time permanent employee who on resignation has a debit balance of vacation leave will have the value of this vacation deducted from the employee's final pay cheque.

#### **21.09 Overtime Vacation Rate**

A full-time permanent employee who is required to work during the employee's vacation shall receive pay of time and one-half (1 1/2). Hours worked while on vacation shall not be deducted from the employee's vacation credits.

#### **21.10 Substitution for Vacation**

- a) A full-time permanent employee who qualifies for sick leave under Articles 22 or 23 while on vacation may change the status of vacation leave to sick leave effective the date of notification to the Employer. The employee shall submit upon return to duty a certificate stating the total period during which the employee qualified for sick leave.
- b) In the case of a full-time permanent employee who is admitted to hospital while on vacation, the employee may change the status of the leave to sick leave with effect from the date the employee was admitted to hospital.



- c) A full-time permanent employee who, while on vacation qualifies for bereavement leave, shall be credited the appropriate number of days of vacation leave.
- d) The period of vacation so displaced in Clause 21.10 a), 21.10 b) and 21.10 c) shall be reinstated for use at a later date to be mutually agreed.

#### **21.11 Accumulation of Vacation Leave While on Sick Leave, etc.**

A full-time permanent employee shall be eligible to accumulate vacation credit(s) while on sick leave or any other paid leave. Should this result in an employee's vacation accumulation exceeding the maximum carryover the excess shall be paid to the employee.

#### **21.12 Vacation Leave During Special Leave Without Pay**

A full-time permanent employee on special leave without pay in excess of twenty (20) days in total in a year, shall not accumulate vacation leave during such period of special leave without pay.

#### **21.13 Unused Vacation Paid to Estate**

Any earned but unused vacation of a deceased full-time permanent employee shall be paid to such employee's estate.

### **Article 22 – Sick Leave (A)**

This Article shall apply to employees in full-time permanent positions prior to January 15, 2001.

- 22.01** Sick Leave means the period of time that a full-time permanent employee is absent from work with full pay by virtue of being sick or disabled or quarantined by virtue of being exposed to a contagious disease.
- 22.02** Sick leave benefits for prolonged periods of disability are provided under the Long-Term Disability (Salary Continuance) Plan, and membership in this Plan is compulsory. A full-time permanent employee will be entitled to receive full salary from the University during the waiting period before the employee becomes eligible for benefits under this Plan.
- 22.03** Sick leave benefits for lesser periods will be granted in accordance with the following:

- a) For periods up to a maximum of four (4) consecutive days, a "Reason for Absence Form" completed and signed by the full-time permanent employee, must be provided to the immediate Supervisor. The Employer reserves the right to require a medical certificate.
- b) For periods in excess of four (4) consecutive days, a medical certificate must be provided to the immediate Supervisor.
- c) When sick leave benefits for periods of four (4) days or less, up to an aggregate in excess of ten (10) days in a twelve (12) month period have been granted, a medical certificate may be required in respect of any further sick leave. Excessive intermittent use of these benefits will be considered as chronic absenteeism.

**22.04** Sick leave shall be granted for any illness in excess of four (4) working days which occurs during annual vacation, upon production of a medical certificate. Such leave must be applied for and shall be granted by the Director/General Manager. Approval, when granted, will apply to the total period of such illness.

**22.05** An employee shall have the option of being attended by a doctor of the employee's choice, and under no circumstances will an employee be penalized in any way by the Employer for exercising the employee's option of being attended by the employee's personal physician.

### **Article 23 – Sick Leave (B)**

Sick Leave (as below) to apply to all employees hired into full-time permanent positions on or after January 15, 2001.

**23.01** Sick Leave means the period of time that a full-time permanent employee is absent from work with pay by virtue of being sick or disabled or quarantined by virtue of being exposed to a contagious disease.

Employees who qualify for sick leave shall receive pay as follows:

- a) A maximum of six (6) sick leave days each fiscal year shall be at full salary. These will be the first cumulative total of six (6) sick leave days, regardless if they are consecutive or intermittent.
- b) The next three (3) sick leave days each fiscal year shall be at seventy-five percent (75%) of salary. These three (3) days shall be utilized after the six

(6) sick leave days in (a) above are used and shall be the next cumulative total of three (3) sick leave days.

- c) The remaining days of sick leave in the fiscal year after (b) above shall be at fifty percent (50%) of salary.
- d) Once an employee is approved for and receives LTD, the employee shall be reimbursed for the sick leave days leading to LTD, such that with the previous sick leave payments, the employee will receive a total of one hundred percent (100%) of salary for the sick leave days leading to LTD.

**23.02** Sick leave benefits for prolonged periods of disability are provided under the Long-Term Disability (Salary Continuance) Plan, and membership in this Plan is compulsory.

**23.03** Sick leave benefits will be granted in accordance with the following:

- a) For periods up to a maximum of three (3) consecutive days, a "Reason for Absence Form" completed and signed by the full-time permanent employee, must be provided to the immediate Supervisor. The Employer reserves the right to require a medical certificate.
- b) For periods in excess of three (3) consecutive days, a medical certificate must be provided to the immediate Supervisor.
- c) When sick leave benefits for periods of three (3) days or less, up to an aggregate in excess of five (5) days in a twelve (12) month period have been granted, a medical certificate may be required in respect of any further sick leave. Excessive intermittent use of these benefits will be considered as chronic absenteeism.

**23.04** Sick leave shall be granted for any illness in excess of four (4) working days which occurs during annual vacation, upon production of a medical certificate. Such leave must be applied for and shall be granted by the Director/General Manager. Approval, when granted, will apply to the total period of such illness.

**23.05** An employee shall have the option of being attended by a doctor of the employee's choice, and under no circumstances will an employee be penalized in any way by the Employer for exercising the employee's option of being attended by the employee's personal physician.

## **Article 24 – Leave of Absence**

### **24.01 Negotiation Pay Provision**

With the approval of the Director/General Manager, leave with pay shall be awarded to employees who are members of the negotiation committee while they are attending negotiation sessions on the understanding that the number of employees in attendance at negotiations shall be kept to reasonable limit. The negotiation committee shall also be provided with one day of leave with pay in advance of negotiations for the purpose of preparation. The Union shall inform the Director/General Manager of the employees involved in the negotiations prior to the commencement of such negotiations and affected employees in all instances shall advise their immediate supervisors, as far in advance as reasonably possible, of absences from work.

### **24.02 Full-Time Union Position**

The Employer shall, on written request, grant leave of absence without pay and without loss of benefits for a period of up to one (1) year, for an employee selected or elected to a full-time position with the Union or with anybody with which the Union is affiliated. The period of leave shall be renewed upon request. If the employee remains in the Employer's benefit and pension plan the employee shall be required to pay the employee and Employer's share.

### **24.03 Leave of Absence for Public Duties**

- a) The Employer, upon receiving a written request, may grant an unpaid leave of absence without loss of accumulated benefits so that an employee may be a candidate in federal, provincial, or municipal elections.
- b) An employee elected to public office may be granted leave of absence without loss of accumulated seniority during the employee's terms of office.

### **24.04 Pay During Leave of Absence for Union Work or Convention**

An employee shall receive the pay and benefits provided for in this Agreement when on approved unpaid leave of absence for Union work or conventions. For an extended period of unpaid leave of absence, the Employer and the Union will mutually establish the terms and conditions of such unpaid leave. The Union shall reimburse the Employer for all pay and benefits costs during any period of absence granted under this Clause.

### **24.05 Leave of Absence for Union Business**

Leave of absence without loss of pay and benefits totaling twelve (12) days per fiscal year shall be granted to representatives of the Union for attendance at Union sponsored conventions, conferences, and educational seminars. Employees selected to attend such functions will advise the Employer as far in advance as is reasonably possible.

**24.06 Maternity/Adoption/Parent Leave as a Right**

- a) The commencement and termination dates of an employee's maternity/adoption/parental leave without pay shall be a matter of negotiation between the employee and the Employer. The commencement date shall be determined as soon as possible after the employee is aware of the pregnancy with the employee's request not to be unreasonably denied. An employee is entitled to a maximum of seventeen (17) weeks maternity leave and thirty-five (35) weeks of paternity/adoption leave, up to a maximum of fifty-two (52) weeks' maternity/adoption/parental leave without pay under this Clause.
- b) The Employer reserves the right to assign the employee to alternate duties or to commence maternity leave without pay prior to the time specified in Clause 24.06(a) if the state of the employee's health becomes incompatible with the requirements of the employee's current position.

- 24.07**
- a) Employees while on maternity/adoption/parental leave without pay shall continue to accumulate service for seniority purposes including promotion, layoff and recall.
  - b) Annual leave for full-time employees shall accrue during periods of maternity/adoption/parental leave without pay.

**24.08** A full-time employee may be awarded sick leave for illness regardless of its association with pregnancy any time prior to the scheduled beginning of the employee's maternity/adoption/parental leave without pay or the birth of the child, whichever occurs earlier.

- 24.09**
- a) The employee may return to duty after two (2) weeks' notice of intention to do so on production of a satisfactory certificate of wellness from the employee's physician.
  - b) The employee shall resume the employee's former position and salary upon return from maternity/adoption/parental leave without pay, with no loss of accrued benefits for full time employees.

**24.10** Periods of maternity/adoption/parental leave without pay up to a maximum of fifty-two (52) weeks shall be counted as service for the purpose of step progression and severance pay if applicable.

**24.11 Educational Leave**

- a) Upon request, a full-time permanent employee who has completed two (2) years of service may be granted education leave to a maximum of twelve (12) consecutive months without pay, provided that such leave will not cause an unreasonable interference with the Employer's operations. While on such leave, the employee shall continue to accrue seniority.
- b) Upon request, a part-time or permanent employee who has completed the probationary period may be granted leave without pay for up to four (4) calendar months for purposes for completing a post-secondary education or professional development, provided that such leave will not cause an unreasonable interference with the Employer's operation. While on such leave, the employee shall continue to accrue seniority.

**24.12 Bereavement Leave**

Subject to clause 24.12 c), a permanent employee shall be entitled to bereavement leave with pay as follows:

- a) In the case of the death of a permanent employee's mother, father, brother, sister, child, spouse, legal guardian, common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, or near relative living in the same household, three (3) consecutive days.
- b) In the case of a son-in-law, daughter-in-law, brother-in-law or sister-in-law, one (1) day.
- c) If the death of a relative referred to in Clause 24.12 a) occurs outside the Province, the employee may be granted leave with pay not exceeding four (4) consecutive days for the purpose of attending the funeral. Should the employee require additional days, and subject to Employer approval, additional days may be granted from an employee's vacation or unpaid leave.
- d) In cases where extraordinary circumstances prevail, the Employer at its discretion, may grant special leave with pay for bereavement up to a

maximum of two (2) days in addition to that provided in clauses 24.12 a) and b).

- e) The consecutive bereavement leave days for part-time employees shall include nonscheduled days without pay. Bereavement leave pay for part time employees will be for consecutive scheduled hours.

#### **24.13 Family Leave**

- a) Subject to clause 24.13 (b) and (c) a full-time permanent employee who is required to:
  - i) attend to the temporary care of a sick family member living in the same household;
  - ii) attend to the needs related to the birth of the employee's child;
  - iii) accompany a dependent family member living in the same household on a dental or medical appointment;
  - iv) attend meetings with school authorities;
  - v) attend to needs related to the adoption of a child; and
  - iv) attend to needs related to home or family emergencies;

shall be awarded up to three (3) days paid family leave in any fiscal year.

- b) In order to qualify for family leave, the full-time permanent employee shall:
  - i) provide as much notice to the Employer as is reasonably possible;
  - ii) provide to the Employer valid reasons why such leave is required; and
  - iii) where appropriate, and in particular with respect to 24.13 a) iii), iv) and v), have endeavored to a reasonable extent to schedule such events during off-duty hours.
- c) Full-time permanent employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave.

#### **24.14 General Leave**

Subject to the approval of the Employer, a full-time permanent employee may be granted leave of absence without pay and without loss of seniority when the employee submits the request in writing and requests such leave for good and sufficient cause.

Notwithstanding the above, subject to operation requirements and upon written notice to the Employer, employees who reside outside their home province/country/city shall be granted leave without pay for up to four (4) months

for the purpose of returning home. While on such leave, employees shall continue to accrue seniority.

#### **24.15 Military Leave**

The Employer recognizes the value of military service through partnering with the Reserve Force by agreeing to support its members. With this in mind, employees may be provided, with leave without pay for up to four (4) calendar months for related training and service, provided that such leave will not cause an unreasonable interference with the Employer's operation.

### **Article 25 – Payment of Wages and Allowances**

#### **25.01 Pay Days**

The Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement. Employees shall be paid by direct deposit to the employee's designated account. On each pay day, each employee shall be provided with an itemized statement of the employee's wages, overtime, and other supplementary pay and deductions.

#### **25.02 Promotion to a Higher Pay Range**

The rate of pay of an employee promoted shall be established at the nearest point on the new pay range which exceeds the employee's existing rate by at least 5% but shall not exceed the maximum of the new pay range.

#### **25.03 Temporary Assignment Pay**

When an employee is assigned to temporarily relieve in, or is assigned to a higher paying classification, the employee shall receive the rate for the job provided the assignment is for one (1) hour or longer. When an employee temporarily substitutes in or is temporarily assigned to a classification paying a lower rate of pay the employee shall suffer no reduction in the employee's rate of pay.



## **Article 26 – Employee Benefit Plans**

**26.01** Upon request by the Union, the Employer shall provide, within a reasonable period of time, actuarial information pertaining to employee benefit and/or pension plans.

### **26.02 Employee Benefit Plans**

All full-time permanent employees will participate in the Memorial University of Newfoundland employee benefit plans.

## **Article 27 – Health and Safety**

**27.01** The parties agree to promote and enforce the Employer's safety rules and regulations and the Occupational Health and Safety Act and Regulations.

**27.02** Notwithstanding Clause 27.03, employees are encouraged to bring Health and Safety concerns to the attention of the Supervisor or Director/General Manager at the earliest opportunity. The Employer agrees to respond to health and safety complaints within forty-eight (48) hours. Employees in a particular department shall be notified of any action taken to address a health and safety complaint, that management has determined is of a serious nature.

### **27.03 Establish Committee**

A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employer members. The Health and Safety Committee shall hold meetings at least once every three (3) months, or more frequently if requested by the Union or by the Employer for jointly considering health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and Union.

### **27.04 Pay Provisions**

Committee members shall suffer no loss in pay for attendance at Committee meetings.

### **27.05 PPE/Safety Equipment**

a) Employer to provide individual masks and coveralls (to be maintained on Employer's premises) for those employees working Maintenance during shutdown.

- b) Employer to provide shower and eyewash station.
- c) Employer to provide all Maintenance employees with individual safety goggles as required.
- d) WHMIS training to be provided for all Maintenance employees.

## **Article 28 – Technological Change**

- 28.01** a) In the event that the Employer introduces new methods or machines which require new or greater skills than those possessed by permanent employees who are employed in the operation being changed, and where such permanent employees would otherwise become redundant, then the Employer will endeavor to provide training for those permanent employees who desire further training and who are qualified to take such training. It is understood that the period and type of training provided shall be at the discretion of the Employer.
- b) In the event of a technological change causing the termination of a full-time permanent employee, the Employer will notify the Union of the proposed change no later than sixty (60) days before the introduction of the technological change.
- 28.02** Meetings will be arranged between the Employer and the Union within twenty-one (21) days of the Employer's notification to the Union for the purpose of consulting on the effect expected to result from the change.
- 28.03** The Employer will endeavour to minimize the effects of such change. These endeavours will include transfers or retraining.
- 28.04** A permanent employee who is displaced by virtue of technological change will be given the opportunity to fill other vacancies subject to Article 16 - Promotions and Staff Changes.

## **Article 29 – Severance Pay**

### **29.01 Service Pay**

As the parties have agreed that effective July 1, 2022, there shall be no further accumulation of service for severance pay purposes, this article is to be deleted

from the agreement once all applicable members have been compensated. This benefit shall be paid out to eligible employees, as agreed to with the union, as soon as possible after employee's notification and the receipt of all necessary employee elections and RRSP forms.

## **Article 30 – Uniform and Clothing Allowance**

### **\*30.01 Protective Clothing – Maintenance**

#### **a) Protective Clothing - Maintenance**

Full-time permanent maintenance employees shall receive the following items of protective clothing once every two (2) years:

- one (1) parka
- one (1) pair of skidoo or winter boots
- one (1) pair of safety boots

These items must remain on the Employer's premises for use by the employee at all times while the employee is working.

#### **b) The Employer will provide four (4) parkas and four (4) pairs of winter boots once every three (3) years for use by part-time maintenance employees. The parkas and boots will be assigned by the Employer to the employees who are likely to spend the most time outside.**

The parkas and boots will remain the property of the Employer and upon termination of an employee with a parka and boots, the parka and boots will be returned to the Employer to be cleaned sanitized and reassigned.

#### **c) Maintenance employees whose clothing is damaged accidentally, outside of regular wear, while working, shall have it replaced by the Employer.**

### **30.02 Clothing – Aquatics**

Full-time permanent lifeguards shall be provided with the following annually:

- i) two (2) shirts;
- ii) two (2) pairs of shorts.

### **30.03 Employees shall be provided with shirts by the Employer as required at no cost to the employees.**

## **Article 31 – General Conditions**

### **31.01 Accommodations**

Accommodations shall be provided for employees to have their meals, and store and change their clothes.

### **31.02 Bulletin Boards**

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **31.03 Plural or Feminine Terms May Apply**

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

**31.04** All employees shall be responsible for providing a current mailing address and phone number to the Employer.

## **Article 32 – Amendments to Agreement**

### **32.01 Changes in Agreement**

It is agreed by the parties to this Agreement that any provision in this Agreement, other than the duration of agreement, may be amended by mutual consent of the Employer and the Union.

## **Article 33 – Duration**

**\*33.01** Except as otherwise provided, this Agreement shall be effective from the date of signing and shall remain in full force and effect until June 30, 2028, and thereafter from year to year unless either party gives notice in writing of termination or amendment not more than one hundred and twenty (120) calendar days and not less than thirty (30) calendar days prior to the date of expiration.

## **Article 34 – Amalgamation, Regionalization, and Merger Protection**

**34.01** In the event the Employer merges or amalgamates with any other body, the Employer will make a reasonable effort to ensure that:

- 1) Employees shall be credited with all seniority rights with the new Employer;
- 2) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer;
- 3) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers;
- 4) No employee shall suffer a loss of employment as a result of merger.

**Signing Page**

Signed at St. John's, Newfoundland, this 17 day of September, 2024.

On behalf of Canadian Union of  
Public Employees, Local 3336

On behalf of Memorial University  
Recreation Complex Inc.

Kyle Saunders

S Turner

Melissa Fright

CU

Donna Adams

AA

Nicole Dunphy

Jorhade  
Walker

**Letter**  
**Re: Holiday Replacement**

Each year permanent fulltime employee shall be entitled to designate replacement holiday(s) that are days of culture or religious significance to the employee in place of any or all of the holidays outlined in clause 20.01. The Employer will endeavour to accommodate such requests and such requests shall not be unreasonably denied.

For the purpose of this letter, a cultural or religious significance shall be defined as: A day in which a religious observation is held or a day that celebrates the culture of a particular nation, people, or other social group.

The employee shall inform the Employer of their choice(s) in writing prior to November 15<sup>th</sup> in the calendar year before the new designations take effect. Such notice shall state clearly which holiday(s) the employee is replacing and which day(s) of cultural or religious significance including the dates on which they occur, that they are designating in the stead of the replaced holiday(s).

Where the specific date(s) of cultural significance are not yet confirmed on or before November 15<sup>th</sup> in the calendar year before the new designation take effect, the employee will notify the Employer of the day(s) of significance and will provide date(s) as soon as they become available. The Employer will endeavour to accommodate such requests received after November 15<sup>th</sup> in the calendar year before the new designations take effect, subject to the operational requirements and availability of replacement employees. Requests will not be unreasonably denied.

Such holiday replacement, once designated, will not be amendable for the applicable calendar year. The Employer will grant newly designated holiday(s) as paid day(s) off. Once designated per the above process, the newly named holiday(s) shall be the day(s) to which all rights which are normal associated with the specific holiday being replaced are now applied:

- a) The newly designated holiday(s) will attract all benefits of the collective agreement as if that day were the actual holiday that they are designated to replace.
- b) The replacement holiday(s) will become a regular day, whether it be a workday or a day of rest and will not attach any additional benefits previously attributable to it as a holiday; all such benefits will have transferred to the designated replacement day(s).
- c) Where the Employer does not provide service on a day described under (b) above, and where the Employee is scheduled to work on that day of the week, the Employee will be required to take annual leave to cover the missed day of work.

## **Schedule "A" – Salaries and Other**

- All aerobics sessions shall be considered to be a minimum of 1 hour and 15 minutes in length for the purposes of remuneration.
- Employees who move to the new classifications will be placed on their current step.
- Part-time permanent employees shall receive eight percent (8%) of their basic salaries contained in Schedule A in lieu of holidays, vacations, sick leave and all other benefits not applicable to part-time, permanent employees.
- If an employee, at the employee's request, works additional hours in a position outside the employee's regular classification, the employee shall be paid at the regular rate of pay for the position worked, and any hours worked, in a position outside the employee's regular classification will not be used to calculate overtime in the employee's regular classification.
- There will be no payment of retroactive wages to any employee who terminates employment with MURC prior to the signing of this agreement.
- The Head Camp Counsellor classification is excluded from the bargaining unit.
- Program Staff Classification includes the following positions:
  - Lifeguard / Swimming Lesson Instructor
  - Fitness Leader
- \*Effective July 1, 2024, Employees working as Crew Leader shall receive an additional \$1.25 per hour above their rate for any time worked as a Crew Leader
- \*Effective July 1, 2024, Program Staff who teach Bronze Medallion, Bronze Cross and National Lifeguard courses will receive an additional \$1.00 per hour above their Program Staff rate when teaching these courses.
- \*Effective July 1, 2024, Employees shall be paid a shift differential of \$1.00 per hour for each hour worked between the hours of 12 midnight and 8 a.m.
- \*Effective July 1, 2024, Tim Hortons Team Members who are working as Tim Hortons Production Staff (baker) will be paid a shift differential of \$1.00 per hour for each hour work.

### **Paid time for Reporting**

- a) \*In recognition of the amount of time it takes to do administrative preparation for swimming lessons, Crew Leaders will be paid one (1) hour for each day of lessons the week prior to the commencement of a lesson set to prepare any necessary paperwork.



- b) In recognition of the amount of time it takes to prepare end-of-lesson evaluations and report cards, Program Staff will be paid thirty (30) minutes for each day the Program Staff teaches swim lessons. This time will be scheduled the week prior to the last day of a lesson set.
- c) \*In instances where instructors may require additional time due to number of students (e.g.: school lessons), additional time may be granted upon request.

Classification	July 1, 2024 – June 30, 2025		
	Step 1	Step 2	Step 3
Aerobic Instructor	17.32	17.80	18.29
Personal Trainer	21.32	21.91	22.51
Facility Attendant	16.77	17.23	17.71
Program Staff	16.93	17.39	17.87
Customer Service Staff	16.61	16.95	17.29
Youth Recreation Attendant	15.98	16.30	16.63
Event Staff	15.98	16.30	16.63
Tim Horton's Team Member	15.98	16.30	16.63
Pre- 1995 Facility Attendant	21.59		

Classification	July 1, 2025 – June 30, 2026		
	Step 1	Step 2	Step 3
Aerobic Instructor	17.67	18.16	18.66
Personal Trainer	21.75	22.35	22.96
Facility Attendant	17.19	17.66	18.15
Program Staff	17.35	17.83	18.32
Customer Service Staff	16.95	17.29	17.63
Youth Recreation Attendant	16.30	16.63	16.96
Event Staff	16.30	16.63	16.96
Tim Horton's Team Member	16.30	16.63	16.96
Pre- 1995 Facility Attendant	22.03		

Classification	July 1, 2026 – June 30, 2027		
	Step 1	Step 2	Step 3
Aerobic Instructor	18.02	18.52	19.03
Personal Trainer	22.18	22.79	23.42
Facility Attendant	17.62	18.10	18.60

Program Staff	17.78	18.27	18.77
Customer Service Staff	17.29	17.63	17.98
Youth Recreation Attendant	16.63	16.96	17.30
Event Staff	16.63	16.96	17.30
Tim Horton's Team Member	16.63	16.96	17.30
Pre- 1995 Facility Attendant	22.47		

Classification	July 1, 2027 – June 30, 2028		
	Step 1	Step 2	Step 3
Aerobics Instructor	18.38	18.89	19.41
Personal Trainer	22.63	23.25	23.89
Facility Attendant	18.06	18.56	19.07
Program Staff	18.23	18.73	19.24
Customer Service Staff	17.63	17.98	18.34
Youth Recreation Attendant	16.96	17.30	17.64
Event Staff	16.96	17.30	17.64
Tim Horton's Team Member	16.96	17.30	17.64
Pre- 1995 Facility Attendant	22.92		

- Retroactivity to July 1, 2024 is for active employees at the date of signing.

Appendix A

# THE WORKS

This is to confirm that I, \_\_\_\_\_, am aware of my right to have union representation during a meeting with my employer on \_\_\_\_\_, but have declined such representation regardless if this meeting is of a disciplinary nature.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

