



COLLECTIVE AGREEMENT

between

CENTRE LOOP ARTS AND RECREATION ASSOCIATION

and

**FISH, FOOD & ALLIED WORKERS
(FFAW-UNIFOR)**

Effective Date

January 1, 2022

to

December 31, 2024

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Article 1 - Recognition

- 1:01 The Company recognizes the Union as the sole and exclusive bargaining agent for a unit of employees of Centre Loop Arts and Recreation Association, comprising all employees save and except Manager, employed by the company at its arena at Pound Cove, NL.
- 1:02 Persons not in the bargaining unit will not perform work done by bargaining unit employees except to:
- (a) Demonstrate or instruct.
 - (b) Job of shore duration for which no member of the bargaining unit is readily available.
 - (c) In case of emergency.
 - (d) Perform volunteer services as agreed to by both Union and Company.
- 1:03 The terms and conditions of this agreement shall be binding upon the Company, its officers and employees, upon the Union, its officers and members, but shall not include work performed by sub-contractors who provide services or labour under contract with the Company. However, the Company agrees not to sub-contract out work normally done by the employees within the bargaining unit provided there are employees with the necessary skills and ability who are available to perform the work.
- 1:04 The Company will not make any individual agreement(s) with any member of the bargaining unit directly or indirectly in conflict with provisions of this agreement.

Article 2 - Union Security

- 2:01 The Company will give preference of employment to Union members except those who have quit or have been dismissed

and employ only Union members when such are available and are capable in the opinion of the arena manager of doing efficiently the work for which they are to be hired.

- 2:02 It is to be a condition of employment that all prospective employees, not already a Union member, sign application forms to join the Union prior to commencement of work with the Company and the Company, upon hiring, shall deduct from the wages of such employees the initiation fees, union dues, on a weekly basis and any other general assessment. The Secretary-Treasurer of the Fish, Food & Allied Workers (FFAW-Unifor) will advise the Company in writing of the amount to be deducted; the amount deducted to be forwarded to the Provincial Office of the Fish, Food & Allied Workers (FFAW-Unifor) no later than the 15th of each month.
- 2:03 The Company shall make it a condition of employment that every member who is now a member or thereafter becomes a member of the Union shall maintain his/her membership therein.
- 2:04 The Company reserves the right to remove any new employee from his/her classification before the seventy (70) day probationary period working on the job.
- 2:05 The Company agrees that the Union can conduct the following activities on company time:
- (a) When the grievance committee, officers or stewards are called upon by the management of the Company to meet with them.
 - (b) When a member of the grievance committee, union officers or stewards is called upon by Step One, Step Two or Step Three of the grievance procedure to handle a grievance on arena premises, provided that prior permission from the manager is secured, such permission shall not be unreasonably withheld.
- 2:06 The Company will recognize an arena grievance committee consisting of two (2) members of the bargaining unit.

Article 3 - Management Rights

- 3:01 All functions, rights, powers and authority which the employer has not specifically abridged, delegated or modified by this agreement are recognized by the Union as being retained by the employer.

Article 4 - Employee Rights

- 4:01 Any disciplinary action taken by the employer with respect to an employee may be the subject of a grievance under the grievance procedure set out in Article 18 of the agreement.
- 4:02 No discrimination, including sexual orientation, will be exercised in the employment, retention or condition of employment of an employee because of membership in the Union or for accepting position, servicing on committees or representing employees covered by this agreement.
- 4:03 The Company agrees that when an employee is called in on a disciplinary matter pertaining to his work performance that will form part of his record, he will be accompanied by the steward although the employee may request the steward to leave the meeting. If the employee is to be interrogated by the company as part of a disciplinary procedure, the Company will notify the Union prior to this interrogation taking place and the employee so concerned has the option prior to this meeting of not having the steward present. For other matters, the employee may be accompanied by a steward if he/she so desires.
- 4:04 Copies of documents held in the bargaining unit employees' personal file will be made available to the employee, if pertinent to an impending arbitration hearing.
- 4:05 All new employees shall be introduced to their department stewards.

- 4:06 The Employer agrees to abide by the following NL legislation:
- Human Rights Code
 - Worker's compensation
 - Occupational Health and Safety

Employees availing of Maternity or Parental Leave will be provided unpaid leave as per the minimum federal legislation.

Article 5 - Strikes and Lockouts

- 5:01 The Union agrees that during the life of this agreement, there shall be no strikes, sitdown, suspension or slowdown of work, picketing or any other interference with the employer's business, and to this end the Union will take affirmative action to prevent any employee covered by this agreement from going on strike or suspending or slowing down his work or picketing, or otherwise interfering with the employer's business. The employer agrees that there shall be no lockout of employees during the term of this agreement.
- 5:02 It is agreed that there shall be no strike by or lockout of employees during the course of negotiations for a renewal or extension of this agreement until an attempt has been made in good faith to settle any differences.
- 5:03 In the event that the procedure for settlement of contract negotiations has not been completed in accordance with the Labour Relations Act, the Union agrees to give the Company seven (7) days' notice of its intention to strike and the Company agrees to give the Union seven (7) days' notice of its intention of any lockout action.
- 5:04 In the event of any emergency in case of necessary maintenance, the Union agrees to supply the personnel required to do the job when so requested by the Company.

Article 6 - Union Access

- 6:01 The staff representative or other official representative employed full or part-time by the Union will be allowed access to the arena during working hours to conduct necessary Union business. The Union officials shall first notify management of his/her presence and indicate the nature of his/her business. The representative shall not disrupt normal company operations.

Article 7 - Union Officers

- 7:01 The Union will keep the Company advised of the employees who are to act as official representatives of their membership to deal with management in matters pertaining to the proper administration of the agreement during its term.
- 7:02 The Union will, wherever possible, avoid holding general Union meetings during working hours. When an emergency requires the calling of a meeting during working hours, the Union shall notify management as early as possible in advance whose permission shall not be unreasonably withheld.
- 7:03 All grievances in Steps 1, 2 and 3 shall be processed promptly on Company time with no loss of pay or benefits to employees involved.
- 7:04 Union officers will be permitted to leave their regular duties during working hours in order to deal with Union business provided they first obtain permission of management. Such permission shall not be unreasonably withheld.
- 7:05 Union officers will be granted a leave of absence without pay for the purpose of meeting with management to negotiate a renewal of the collective agreement. During such absence, vacation and seniority rights shall continue to accumulate.
- 7:06 The Union shall appoint or elect, and the Company shall recognize and meet with such officers and stewards who are employees of the Company as are necessary to administer

adequately this collective agreement.

7:07 One member of the local Union executive shall be granted (2) hours off with pay during the last week of each month for the purpose of preparing for the Labour/Management Committee meeting.

Article 8 - Working Conditions

8:01 The Company agrees to provide and maintain the following:

- (a) Adequate and suitable modern toilet facilities. Staff washroom to be provided.
- (b) Adequate clean, cool drinking water.
- (c) Suitable lunchroom facilities for employees.
- (d) A sink with hot and cold running water.

8:02 All employees will receive an annual clothing allowance to be paid at the beginning of the year in the amount of \$250.00 for full-time employees and \$100.00 for part-time. Allowances can be carried forward.

8:03 The Employer will provide all required Personal Protective equipment at no cost to the employee.

Article 9 - Wages

9:01 Friday shall be the payday for the one-week period ending Saturday 11:59 p.m. of that pay week, and pay cheques shall be available to all workers not later than 12:00 noon on that Monday. If an employee leaves employment prior to the end of the period for which they have been paid, he/she shall repay the overpayment.

Upon recall from layoff, the first cheque will be issued after two (2) weeks and every week thereafter.

- 9:02 Pay envelopes and cheques shall be accompanied by a statement showing the period covered, the number of hours worked, regular time and overtime, as well as any deductions.
- 9:03 The rates of wages of all employees covered by this agreement shall be set forth in Schedule "A" of this agreement. These rates shall not be altered except by mutual consent of the parties hereto.
- 9:04 Should classifications within the bargaining unit be created other than those contained in Schedule "A", the rate of pay for such classifications shall be agreed to by the parties and shall thereafter become part of Schedule "A" of this agreement.

Article 10 - Preservation of Rates

- 10:01 Should an employee be temporarily (one shift) transferred to a position carrying a higher rate of pay than his regular job, he/she shall be paid the rate for the higher paid job.
- 10:02 Should an employee be temporarily transferred (one shift) to a position carrying a lower rate of pay, he/she shall retain his/her regular rate of pay except in cases of seasonal lay-off where his/her regular classification has been phased out for the season. The employee then must accept the applicable rate for whichever classification his/her seniority entitles him/her.

Article 11 - Hours of Work

- 11:01 (a) The hours of work shall be as determined necessary by CLARA.
- (b) It is understood that during the winter months employees

working the 4:00 p.m. to 12:00 midnight shift shall receive one (1) hour paid lunch break which shall be taken on the premises at the discretion of the employer.

- 11:02 Employees shall be entitled to a rest period of fifteen (15) minutes during each half shift.
- 11:03 When a statutory holiday named in this agreement occurs on a regular schedule work day, the regular weekly hours shall be reduced accordingly.
- 11:04 Employees shall continue to take their lunch as operational requirements dictate.
- 11:05 Employees, other than casuals, called for their regular shift who report to work shall be paid a minimum of three (3) hours at the appropriate rate.
- 11:06 Employees called back to work outside their regular hours shall be paid at the appropriate rate for the hours or part thereof, but not less than three (3) hours.

Article 12 - Overtime

- 12:01 All hours worked in excess of eight (8) hours in any day or forty (40) hours in any week shall be paid at a minimum of time and one-half.
- 12:02 All overtime worked shall be voluntary.
- 12:03 Time and one-half in addition to holiday pay will be paid for all hours worked on paid holidays.
- 12:04 There shall be no pyramiding of overtime or other premium pay.

Article 13 - Annual Vacation

- 13:01 Vacation pay will be earned as follows....
- (a) For less than five (5) years seniority - 4%
 - (b) Five (5) years to six (6) years - 5%
 - (c) Seven (7) years and over - 7%
 - (d) Twenty (20) years and more - 10%
- 13:02 Vacation pay shall be paid weekly or as per individual.
- 13:03 Notwithstanding the provisions of 13:02, nothing in this article shall be interpreted to exonerate the employer from grating time off for annual vacation in accordance with the requirements of the Annual Vacation with Pay Act.

Article 14 - Statutory Holidays

- 14:01 All employees who have completed the seventy (70) day probationary period and who are in good standing on the seniority list shall be entitled to eight (8) hours straight time in addition to any pay received for hours worked on a paid holiday.
- 14:02 The following days shall be observed as paid statutory holidays:
- | | |
|---|-----------------|
| New Year's Day | Good Friday |
| St. Patrick's Day | Easter Sunday |
| Thanksgiving Day | Remembrance Day |
| Christmas Day | Christmas Eve |
| Boxing Day | New Years Eve |
| National Day for Truth and Reconciliation | |
- 14:03 The day proclaimed for each of the foregoing holidays shall be observed unless the parties can agree upon an alternate day mutually acceptable to both of them.

Article 15 - Safety

- 15:01 Employers responsibility to provide an OH&S Safety Program. Employees will be required to follow the OH&S Program put forward by the Employer.
- 15:02 It is agreed that as soon as possible after the signing of this agreement, an Occupational Health and Safety Committee be established comprising of at least one (1) employee nominated by the Union and one (1) representative of the employer.
- 15:03 The Occupational Health and Safety committee established under Clause 15:02 will consider any unsafe working conditions not specifically covered by this agreement and make recommendations concerning the elimination of hazards and the prevention of accidents in and around the arena.
- 15:04 Both parties agree to make every effort to comply with the recommendations of the Occupational Health and Safety Committee.
- 15:05 The Occupational Health and Safety Committee shall meet at least once every month and make a report in writing. A copy of the committee's report shall be sent to the Safety Branch of the Workers' Compensation Commission as well as to the Union and to the Occupational Health and Safety Division, Department of Labour.
- 15:06 The Occupational Health and Safety Committee shall meet during working hours without loss of pay for committee members.
- 15:07 The arena will be provided with a properly equipped first aid kit and first aid room.
- 15:08 The Occupational Health and Safety Committee will make tours of the arena once a month, checking for unsafe conditions, practices or machinery and make a report in writing. During this tour an inspection of the first aid kit will be made to ensure the proper materials are provided.

- 15:09 The Occupational Health and Safety Committee shall accompany the Government Safety Inspector when he/she makes his/her annual inspection.
- 15:10 An employee sent to hospital or clinic will be paid for time missing from that shift to a maximum of the entire shift including overtime. When discharged and declared fit for work, the employee must return to work.
- 15:11 First aid training shall be provided by the Company for all employees every two (2) years or as per requirement of Occupational Health and Safety.

Article 16 - Seniority

- 16:01 Seniority shall mean accumulated service from the recent date of hire. Seniority lists showing for each employee listed thereon, (a) name, (b) classification and (c) employment seniority date, shall be posted every six (6) months in the arena. Employees shall have thirty (30) days after (or their return to work after layoff, sick leave, leave of absence or vacation) to protest in writing any errors or omissions. A copy of each list shall be forwarded to the Provincial Office of the Union at the same time as it is posted at the arena. The Company shall provide the Union with all necessary information relating to the following matters for employees within the bargaining unit.
- 16:02 (a) New employees will be regarded as probationary for the first seventy (70) working days, but upon the successful completion of a probationary period the employee's seniority shall be dated as of the most recent date of hire. During the probationary period, dismissal for lack of aptitude shall not be the subject of grievance; however, all other terms of the agreement shall apply.
- (b) Employees upon being hired shall sign on giving time, day, month and year.

- 16:03 In matters concerning layoff, recall, promotion, filling vacancies and permanent transfers of employees, the Company will select individuals on ability and seniority within their classification and where ability is sufficient to perform the required duties, seniority shall govern.
- 16:04 Seniority shall be recorded on an arena-wide and classification basis.
- 16:05 Whenever the Company finds it necessary to make a selection for any of the above matters on any basis other than seniority, the Company agrees to review, when the selection is made with the proper Union officials or representatives its reasons therefore.
- 16:06 All vacancies will be posted
- 16:07 When overtime is worked it shall be distributed equally among employees in the classification workers.
- 16:08 Transfers will be based on seniority, with the more senior employees having the right to decline such transfer except in case of emergency and providing there is a less senior worker with sufficient ability to perform the required duties.
- 16:09 Vacancies and new positions of a permanent nature within the bargaining unit shall be posted on the arena bulletin board for five (5) working days with all members of the bargaining unit having the right to apply.
- 16:10 Employees shall retain and accumulate seniority:
- (a) while on layoff up to eighteen (18) months;
 - (b) while on sick leave, Workers' Compensation, pregnancy leave;
 - (c) during leave of absence.
- 16:11 Employees shall lose all seniority if:

- (a) discharged for just cause;
- (b) quit;
- (c) fail to return to work without just cause following layoff and after being notified of availability of work. Union executive to be notified prior to dismissal under this clause.

Article 17 - Sick Leave

17:01 Sick leave means a period of time when the employee is permitted to be absent from work without loss of pay by virtue of being sick, disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

- (a) The employee is eligible to accumulate sick leave with full pay at a rate of 1.5 days for each month of service.
- (b) Unused sick leave shall be carried over to a maximum of one hundred twenty (120) days.
- (c) Before receiving sick leave with full pay, the employee will be required to produce a medical certificate for an illness in excess of two (2) consecutive working days, with a maximum of six (6) days per year without a medical certificate.

Article 18 - Grievance Procedure

18:01 When an employee has a grievance alleging there has been a violation or misrepresentation of the agreement, the employee and/or shop steward shall process such grievance without stoppage of work according to the following procedure:

- Step 1 Discuss the matter within three (3) days of becoming aware of the incident giving rise to the grievance with the Manager who shall give a decision thereon within twenty-four (24) hours.
- Step 2 If the grievance is not resolved by the Manager, the department steward, the chief steward or his designated alternate and the grievor shall meet with the Manager and the appropriate company personnel in an effort to resolve the matter. Such a meeting will be held within three (3) working days of the conclusion of Step 1 and the management representative will notify the chief steward, department steward and the grievor of the decision within twenty-four (24) hours.
- Step 3 If the response is not acceptable, then the grievance shall be put in writing and submitted to the arena manager or his designated representative who shall call a meeting within three (3) working days in an effort to resolve the matter. At this stage, such other representatives of the Union as may be designated may be called in by the Union. The matter will be decided and a written reply given within three (3) working days.
- Step 4 If satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 3 above, either party by written notice to the other shall have the right to appeal the dispute to arbitration as herein provided.

18:02 The Union has the right to grieve on behalf of an employee or employees, including the right to claim damages on behalf of the employee.

18:03 Grievances arising directly between the Union and the Company shall be submitted at Step 3.

Article 19 - Leave of Absence

- 19:01 (a) The Company shall grant leave of absence without pay to an employee for reasons of Union activity or legitimate personal business including seeking and holding public office as Provincial MHA or Federal MP.
- (b) The Company shall grant leave of absence without pay to employees for educational purposes. Such leave will be for periods not to exceed two (2) years. Employees who return to work from an educational leave of absence within the prescribed period will suffer no loss of seniority for the period of the approved leave of absence.
- 19:02 When a member of the bargaining unit has been elected to the local Town Council, he shall be granted leave of absence from time to time to attend legitimate council business, providing such leave can be arranged so as not to interfere with regular operations. Payment for such leave shall be at the sole discretion of the Company.
- 19:03 The Company shall grant employees leave of absence for reasons of pregnancy without pay. A pregnant employee shall commence her leave at such time prior to the anticipated date of delivery as is recommended by her physician. The Company shall reinstate the employee at such future date following termination of pregnancy as is recommended by her physician; however, pregnancy leave shall not exceed nine (9) months unless supported by a medical certificate.
- 19:04 The Company shall grant a leave of absence of up to a maximum of two (2) years without pay to an employee for reasons of bona fide illness, industrial accident or disease. It is understood that such leave of absence may be extended by the mutual consent of the company and the Union. An employee shall return to work when certified as medically fit by his/her physician.

- 19:05 When an employee requests a leave of absence for compassionate reasons, he/she shall be granted such leave in accordance with the following:
1. In the event of a death in the employee's immediate family - spouse, child, parents, brother, sister, legal guardian, the employee shall receive four (4) days leave with pay (thirty-two hours at the employee's regular rate), provided there is work at the arena at that time and that the employee notifies the foreman or management of his/her absence. In the event an employee has to attend a funeral outside the province, an employee shall receive a maximum of five (5) days' leave with pay.
 2. In the event of the death of an employee's mother-in-law, father-in-law, grandparents, brother-in-law, sister-in-law, grandchildren the employee shall receive three (4) days' leave with pay (twenty-four at his regular rate) provided that there is work at the Arena at that time and that the employee notifies management of his/her absence.
- 19:06 Any leave of absence shall be put in writing with one copy going to the local executive, one copy to the employee and one copy to the Company.

Article 20 - Arbitration

- 20:01 Any matter in dispute between the Company and the Union involving the interpretation, application, operation or alleged violation of any article of this agreement may in the event of failure to reach an agreement thereon be referred by either party to arbitration by an arbitrator.
- 20:02 The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall state the matter at issue and shall state in what respect the agreement has been violated or misinterpreted. The notice shall also stipulate the nature of the relief or remedy sought.

- 20:03 Within five (5) days after the delivery of the foregoing notice, both parties shall meet to agree on the selection of the arbitrator.
- 20:04 If the parties cannot reach an agreement on the selection of an arbitrator within five (5) days, then either party may request the Minister of Employment and Labour Relations in the Province of Newfoundland to appoint an arbitrator.
- 20:05 After the arbitrator has been appointed by the foregoing procedure, the arbitrator shall convene a meeting at the earliest possible date with both parties present. After hearing the evidence of both parties, the arbitrator shall render a decision as soon as possible, but in no event longer than thirty (30) days following the hearing.
- 20:06 Whenever the incident causing the grievance includes a loss in earnings or a loss in benefits, or part of such loss, shall be reimbursed or restored to the employee. In a disciplinary case, the arbitrator is empowered to order a reduced penalty.
- 20:07 The decision of the arbitrator on the matter at issue shall be final and binding on both parties, but in no event shall the arbitrator have the power to add to, subtract from, alter or amend this agreement in any respect.
- 20:08 Either party shall be considered to have waived its right to raise preliminary objections to an arbitration proceeding unless it files with the other party written reasons for such preliminary objections at the same time as the reply to Step 3 of the grievance.
- 20:09 The time limits referred to in the foregoing grievance and arbitration procedure may be expanded or compressed by mutual consent and shall be considered directory as opposed to mandatory.
- 20:10 No grievance shall be lost through error in form or technical irregularity.

- 20:11 Each party shall pay its own costs and the fees and expenses of its witnesses. The fees and expenses of the arbitrator shall be shared equally between the parties.

Article 21 - General

- 21:01 It is understood and agreed that if in any department circumstances arise for which no provisions are made herein, the parties shall use their best endeavour to adjust the matter but work shall proceed under the existing practices of the Company pending settlement between the parties.
- 21:02 It is understood that this collective agreement replaces all other agreements and understandings that may have been in effect by and between the parties hereto.
- 21:03 The Company agrees to abide by the following NL legislation:
- Workers Compensation
 - Occupational Health and Safety
 - Human Rights
- 21:04 The Company agrees not to subcontract or contract out work normally done by employees within the bargaining unit provided there are employees within the bargaining unit with the necessary skills and ability who are available to perform the work.

Article 22 - Discipline

- 22:01 When an employee is dismissed or otherwise disciplined for any reason, the Company shall forthwith notify the Union.
- 22:02 When an employee is dismissed for just cause, the Company agrees to make his pay available within four (4) hours after his dismissal.
- 22:03 When an employee is reprimanded and the reprimand is to be inserted in the employee's record, it shall be set down in writing and the employee concerned shall receive a copy.

- 22:04 The record of an employee shall be open to inspection by the employee at all times during office hours or other convenient time. The employee may have an official of the Union accompany the employee for the inspection if the employee so desires.
- 22:05 The record of an employee shall be cleared of an offence if after the expiration of six (6) months from the date of the offence there has been no re-occurrence of the same offence.
- 22:06 No action shall be taken by the Company on the misdemeanour of an employee after the expiration of six (6) months from its occurrence, nor shall any misdemeanour be held in any manner against an employee for a period of longer than six (6) months except as permitted by this agreement.

Article 23 - Labour/Management Committee

- 23:01 The Union and employees will co-operate with the Company in the formation of a Labour/Management Committee along the lines suggested by the Labour/Management Consultation Board.
- 23:02 The Committee will have as its objective efficiency of operation and maintenance of the highest quality.
- 23:03 It is understood that the Committee will not in any way handle grievances or negotiate with the Company on any matter contrary to this collective agreement.

Article 24 - Duration of Agreement

- 24:01 This agreement shall come into effect as of **January 1, 2022** and will remain in full force and effect until **December 31, 2024** and from year to year thereafter unless notice is given by either party to the other within two (2) months next preceding any

anniversary date thereof for the purpose of renewing, amending or otherwise changing the agreement.

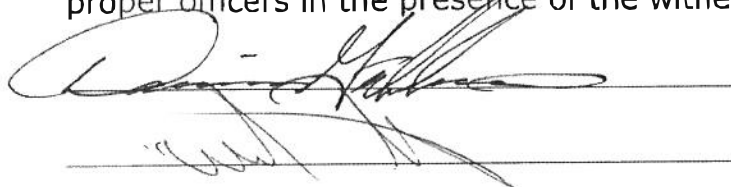
24:02 Notwithstanding the giving of notice to commence collective bargaining as implied in the above paragraph, it is understood and agreed that the conditions established by this agreement shall remain in full force and effect during the negotiations for a new agreement.

SCHEDULE 'A'

Classification	January 1, 2022	January 1, 2023	January 1, 2024	
General Maintenance	\$21.54	\$22.08	\$22.63	
Casual Labour	As per Labour Standards			

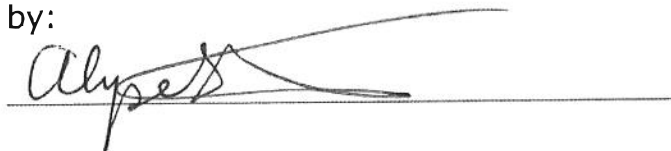
IN WITNESS WHEREOF the parties hereto have executed this agreement
this _____ day of _____, 2022

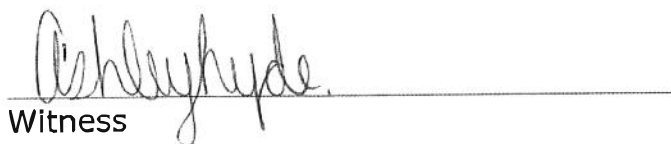
SIGNED on behalf of Centre Loop Arts and Recreation Association, by its
proper officers in the presence of the witness hereto subscribing:



Witness

NEGOTIATED on behalf of the Fish, Food and Allied Workers (FFAW-Unifor)
by:



_____
Witness

Letter of Understanding

October 17, 2019

Dear Sir/Madam:

Employees will continue current practice of visits to arena to check equipment at no cost to company on days closed (statutory holidays). If circumstances arise to stay longer, then a three (3) hour call-in will be charged.

Yours truly,

Centre Loop Arts & Recreation

Greg Pretty
Director,
Industrial/Retail Sector



Cambridge, Ontario
Toll Free: 1-855-898-2121
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January 2023

Via Fax

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