



## **COLLECTIVE AGREEMENT**

between

STEPHENVILLE GARDENS CORPORATION  
(Stephenville Dome)

and

**NEWFOUNDLAND AND LABRADOR ASSOCIATION  
OF PUBLIC AND PRIVATE EMPLOYEES**

**(Expires: January 1, 2025)**

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**THIS AGREEMENT** made this 01 day of DECEMBER, Anno Domini, TWO THOUSAND AND TWENTY-THREE;

BETWEEN:

**STEPHENVILLE GARDENS CORPORATION (Stephenville Dome)**

of the one part;

AND

**THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES**, a body corporate organized and existing under the laws of the Province of Newfoundland and Labrador and having its registered office in the City of St. John's aforesaid (hereinafter called the "Union");

of the other part;

**THIS AGREEMENT WITNESSETH** that for and in consideration of the premises and covenants, conditions, stipulations, and provisos herein contained, the parties hereto agree as follows:

**ARTICLE 1 PURPOSE OF AGREEMENT**

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees, and the Union, and to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement and to delineate the rights of the parties signatory hereto.

**ARTICLE 2 RECOGNITION**

- 2.01 The Employer recognizes the Newfoundland and Labrador Association of Public and Private Employees as the sole and exclusive bargaining agent for all employees of the Employer as set out in the Certification Order of the Labour Relations Board dated March 29, 2019.
- 2.02 No Arena employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.
- 2.03 Management and excluded personnel shall not perform any duties normally assigned to employees within the bargaining unit so as to cause the layoff of existing personnel. It is understood that the Arena Manager can continue to perform maintenance and repairs to Engine Room equipment and other equipment to the limit of his ability and available tools without violating this, Clause.

**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.

**ARTICLE 4 INTERPRETATION**

- 4.01 In this Agreement, the following words and expressions shall have the meanings hereinafter assigned to them:
- (a) "Classification" means the identification of a position by reference to a class title and pay range.
  - (b) "Day" shall mean a working day unless otherwise stipulated in this Agreement.

- (c) "Day of rest" means a calendar day on which an employee is not ordinarily required to perform the duties of his/her position.
- (d) "Employee" shall mean all employees of the Stephenville Gardens Corporation included in the bargaining unit as per Clause 2.01 recognizing Certification Order dated March 29, 2019, and all employees referred to in Schedule "A".
- (e) "Employer" means Stephenville Gardens Corporation.
- (f) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a calendar day designated as a holiday.
- (g) "Lay off" means an end of employment due to lack of work or the abolition of a post. The employee shall retain all rights in accordance with Article 20.
- (h) "Leave of Absence" means absence from duty with the permission of the Employer but does not include other leaves provided specifically in this Agreement.
- (i) "Notice" means in writing, and which is hand delivered or delivered by email or priority post.
- (j) "Overtime" means work performed by an employee in excess of his/her scheduled workday or week.
- (k) "Permanent or Regular Employee" shall mean any employee within the bargaining unit who has completed the probationary period.
- (l) "Probationary Employee" shall mean any employee who is presently serving the established probationary period outlined in this Agreement.
- (m) "Probationary Period" means a period of one hundred and twenty (120) working days commencing from the date of employment.
- (n) "Schedule" means notification in writing and posted in a place accessible to all employees.
- (o) "Seasonal Employee" means an employee paid on an hourly basis whose services are of a seasonal, but recurring nature.
- (p) "Seniority" means bargaining unit wide seniority based on the most recent date of hiring subject to the probationary period established under Clause 4.01 (m).

- (q) "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 and includes period of special leave without pay not exceeding twenty (20) working days in the Agreement in any year unless otherwise specified in this Agreement.
- (r) "Shift" shall consist of consecutive hours scheduled for each employee which occurs in any (twenty-four) 24-hour period. There will normally be (two) 2 shifts: day and evening.
- (s) "Union" means the Newfoundland & Labrador Association of Public and Private Employees.
- (t) "Vacancy" shall mean a position which exists and in respect of which there is no incumbent.
- (u) "Week" means a period of seven (7) consecutive days beginning at 0001 hours Sunday morning and ending at 2400 hours on the following Saturday night.
- (v) "Calendar Year" means the period extending from the 1<sup>st</sup> day of January in any year to the 31<sup>st</sup> day of December in the same year.

## **ARTICLE 5 UNION SECURITY**

- 5.01 All present employees of the Employer within the bargaining unit, as a condition of employment, shall become and remain members in good standing in the Union. All future employees of the Employer within the bargaining unit shall, as a condition of employment become members in good standing in the Union on completion of the probationary period. New employees during the probationary period shall be required to pay equivalent of the Union dues and assessments paid by all other employees in the bargaining unit, through check-off.
- 5.02 The Employer agrees to deduct from the earned wages of all employees who come within the scope of the bargaining unit the monthly dues of the Union and to remit to the Union the full amount of such deductions on or before the tenth (10<sup>th</sup>) day of each month following the month for which the deduction was made. A list of employees shall be submitted to the Union with each due's deduction showing names of all employees within the bargaining unit, the amount of deductions and, if no deduction, the reason, therefore. The Union will inform the Employer, in writing, the amount of the Union dues.



- 5.03 The local Union representative shall be empowered at any time to have the assistance of a representative from the Provincial Body of the Union when dealing or negotiating with the Employer or representatives of the Employer. Such Union representatives shall have access, with permission, to the Employer's premises in order to investigate any grievance.

**ARTICLE 6 UNION REPRESENTATION AND SHOP STEWARDS**

- 6.01 The Employer acknowledges the right of the Union to elect Shop Stewards.
- 6.02 (a) The Employer will recognize one (1) Shop Steward and one (1) alternate.
- (b) No more than one (1) member of the bargaining unit shall take part in the collective bargaining process during normal working hours.
- 6.03 The Union shall advise the Employer, in writing, of the names of the Shop Steward and alternate and any subsequent changes in the names thereof.
- 6.04 The Shop Stewards shall not be discriminated against because of his/her membership in the Union or by reason of his/her fulfilling his/her duties as a Shop Steward or member of the Executive of the Local, or any position of the Provincial Body of the Newfoundland and Labrador Union of Public & Private Employees. However, a Shop Steward may be denied leave where his/her duties take him/her away from their work more than twenty percent (20%) of the time over a period of three (3) working months.
- 6.05 The Shop Steward shall be permitted the necessary time off for the investigation and settlement of a grievance. It is agreed that the Shop Stewards will not absent themselves from their duties, for the purpose of handling a grievance without first obtaining permission from the Arena Manager, and permission will not be unreasonably requested or withheld.
- 6.06 The Employer shall maintain the current bulletin board in the workplace which shall be in a conspicuous place easily accessible to and frequented by a majority of the employees. Such bulletin board shall be used by both the Employer and its employees to promote positive communications from both parties. Notices placed on the bulletin boards shall be done on the part of the Union by the Local Officers and Shop Stewards of the Local and by any of the Employer's agents. Notices shall only be removed under the same authority unless they are sexualized or generally inappropriate in the workplace at which time same shall be removed by

the Manager.

- 6.07 No deduction shall be made from the normal earnings of any Officer or Shop Steward by reason of their being present at meetings with representatives of the Employer held during scheduled working hours of the employee.
- 6.08 No Union business, apart from the Shop Steward's rights to investigate a grievance shall be conducted on the Employer's premises during normal working hours without the permission from the Employer.

## **ARTICLE 7 HOURS OF WORK**

- 7.01 \* (a) The normal hours of work for full-time Arena Attendants staff shall be forty (40) hours per week between 12:01 Sunday to midnight Saturday consisting of five (5) shifts totalling forty (40) hours per week.
- (b) There shall be at least eight (8) hours rest between regular shifts.
- (c) The Employer shall make every reasonable effort to notify an employee of any anticipated changes to the length of his/her workday.
- (d) The weekly schedule shall contain two (2) consecutive days off. Employees on their days off may be required to report to work should another employee not report or leave early for medical reasons. In such circumstances, the hours worked on a scheduled day off shall be banked and used by the employee by mutual agreement anytime within sixty (60) days and if not used, be paid out at straight time.
- 7.02 Each employee shall be entitled to a fifteen (15) minute break during the first and second half of his/her normal working period. Such break to be taken at the work location at approximately mid-point of the first half of the work period and mid-point of the second half of the work period. The exact time of sch breaks shall be at the Employer's discretion.
- While employees are not permitted to leave the premises, each employee will be entitled to a half (½) hour paid lunch break within their eight (8) hour shift that extends beyond five (5) hours.
- 7.03 Any employee who reports for work on scheduled shift and for whom no work is provided shall be paid four (4) hours at straight time rate.



## **ARTICLE 8 OVERTIME**

### 8.01 Hours of work and Overtime

- (a) All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be classed as overtime rate.
- (b) After an employee has left his/her place of work and is subsequently recalled to perform work outside his/her normal working hours, the employee shall receive a minimum of four (4) hours pay at straight time subject to banked hours provision 7.01 (d).
- (c) Overtime is compulsory after the lowest person on the OT list has been offered and refused the work. OT will be allocated on a shared basis within the classification, provided the employee is qualified to perform the work available. Overtime worked under this provision is also subject to banking of overtime Article 7.01 (d).
- (d) Regular working hours shall not be suspended to result in the absorption of overtime.
- (e) Every fraction of an hour which exceeds 1/4 hour shall be regarded as 1/2 hour. Anything in excess of 1/2 hour, on the hour, will be considered an hour.
- (f) For work on holidays listed in Article 9, time and one half (1 1/2) for all hours worked in addition to regular holiday pay.
- \* (g) Employees who are required to work in excess of forty (40) hours weekly shall receive time in lieu of the amount of time and one-half (1 1/2) for each hour worked in excess of these hours.

8.02 All overtime must be authorized and scheduled by the Arena Manager or his/her designate.

8.03 When an employee requests time off in lieu of pay for overtime worked, such time off may be granted if operational requirements permit on an hour for hour basis. It shall be the employee's choice whether to receive time off or pay for any overtime worked.

Only those employees who have a lieu bank as of October 1, 2019, shall be grandfathered for the number of hours reported on or at that date, but thereafter all comp time hours earned subsequent to October 1, 2019, shall be used up in accordance with the following agreed process.

Lieu time will be accumulated quarterly and reported to the employees.

All new lieu time (not grandfathered time) reported in one quarter must be either paid for or time off with pay taken, to use up the reported new lieu time earned within sixty (60) days following the date it is reported.

Employees who have grandfathered lieu time are encouraged to use or take payment of the grandfathered time. Time owed to the Employer may be deducted from sick leave until paid back.

8.04 In order to facilitate the overtime sharing, the following shall apply:

- (a) Records of overtime shall be maintained open for review by employees including overtime from the preceding period, as well as accumulated overtime shown for each employee.
- (b) Employees shall be considered to have had an opportunity to work overtime for all hours declined, unable to be contacted (supported by written confirmation by the Employer that an attempt was made) or for periods when they are on any type of leave with or without pay, with the exception of training seminars or contract negotiations. The daily average will be charged against the employee in that classification.
- (c) Fair and equitable would be acceptable with a ten percent (10%) difference in the highest and lowest in a twelve (12) month period.

## **ARTICLE 9 STATUTORY HOLIDAYS**

9.01 \* The following holidays shall be observed as paid holidays for all employees following completion of the probationary period, provided they are recalled to work in the Arena:

- (a) New Year's Day
- (b) Good Friday
- (c) Stephenville Day
- (d) Victoria Day
- (e) Memorial Day (July 1)
- (f) Orangeman's Day
- (g) Labour Day
- (h) National Day of Truth and Reconciliation
- (i) Thanksgiving Day
- (j) Armistice Day
- (k) Christmas Day

- (l) Boxing Day
- 9.02 On Christmas Eve and New Year's Eve, employees will be granted a day off without pay.
- 9.03 (a) All employees shall be paid for the above-mentioned holidays provided they work on either the scheduled working day preceding or following such holiday and are not on layoff or absent for any reason more than twenty (20) consecutive days.
- (b) If an employee is on sick leave the day prior to or the day following a scheduled statutory holiday, he/she shall be paid for the said holiday.
- 9.04 \* An employee who is required to work on (i) Thanksgiving Day will not be required to work on (j) Armistice Day unless mutually agreed upon.

#### **ARTICLE 10 ANNUAL VACATION**

- 10.01 \* (a) Every full-time year-round employee shall be granted vacation on a pro rata basis for time worked in the preceding calendar year; pro rata basis being one-twelfth (1/12) of the annual vacation allowed per month worked. The annual vacation eligibility is as follows:
- |               |                                |
|---------------|--------------------------------|
| 0 – 6 years   | 2 weeks at regular rate of pay |
| 7 – 19 years  | 3 weeks at regular rate of pay |
| 20 – 24 years | 4 weeks at regular rate of pay |
| 25+ years     | 5 weeks at regular rate of pay |
- (b) If a statutory or declared holiday falls or is observed during an employee's vacation period, he/she will be granted an additional day's vacation for each holiday in addition to his/her regular vacation period.
- (c) (i) Preference in choice of vacation dates shall be determined by seniority of service in the Employer's employ.
- (ii) Annual leave shall not be taken except with the prior approval, in writing, of the Arena Manager.
- (iii) Annual leave shall be taken in periods of not less than five (5) working days.
- (iv) Employees who are seeking annual leave who make their

request at least seven (7) calendar days prior to the day such annual leave is to commence. Only requests properly made as aforesaid will be considered within one (1) business day (twenty-four (24) hours) following the request and the employee notified of the decision.

- (d) Seasonal employees, upon employment, shall be given an option with respect to annual leave as follows:
  - (i) To payout any unused annual leave which he/she may have to his/her credit at the end of his/her seasonal employment period; or
  - (ii) to receive payment for annual leave on a regular basis throughout his/her employment period.

This choice provided in accordance with this Article must be made immediately upon employment or at such time employee is laid off.

- (e) An employee is expected to take his/her vacation in the year following the year in which such vacation has been earned and under no circumstances will he/she be allowed to carry over more than five (5) days' vacation from year to year.
- (f) An employee may change the status of his/her annual leave to sick leave if:
  - (i) He/she has been ill for three (3) consecutive days and has presented with medical evidence acceptable to the Employer.
  - (ii) He/she is admitted to the hospital.
- (g) Vacations may not be taken during the arena ice-on season, unless otherwise mutually agreed to by the employee and the Arena Manager.

## **ARTICLE 11 SICK LEAVE**

- 11.01 An employee shall earn sick leave with pay at the rate of one (1) day for each month of service to a maximum of twelve (12) in any year. Employees at or before December 31 will be paid out their sick leave accrual on the basis of ½ the accrual as set out in Clause 11.05 below.

- 11.02 To qualify for sick leave pay, an employee must be employed continuously for the probationary period of one hundred and twenty (120) days commencing from the date of employment.
- 11.03 \* (a) An employee shall be required to provide a functional abilities medical form for illness in excess of three (3) consecutive days, or after six (6) days in the year.
- \* (b) Sick Note – Proof of Illness
- There may be cases where an employee has an ongoing medical condition where they foresee a use of sick days beyond the number of days allowed before a medical certificate is required. In an effort to minimize the number of medical certificates required, employees with an ongoing medical condition are permitted to submit a medical certificate at the beginning of each calendar year outlining that they have an ongoing medical condition to the Employer. If the Employer is satisfied with the medical certificate, then the employee does not have to provide a medical certificate for each subsequent day of illness for the remainder of the calendar year.
- 11.04 When existing employees are required to have medicals, they may consult the doctor of their choice unless the Employer has reason to suspect that the claimed illness is illegitimate.
- 11.05 \* Employees, shall be paid fifty percent (50%) of any unused sick leave, for that calendar year, up to a maximum of six (6) days. If the employee chooses, they may bank a maximum of six (6) days at the pay-out rate.
- 11.06 Sick leave currently accrued on the books for each employee of the bargaining unit upon signing of this Collective Agreement, will be carried forward and the employees will continue to accrue sick leave benefits as per Article 11.01.
- 11.07 Pregnancy, Parental & Adoption Leave
- (a) (i) An employee may request pregnancy/parental/adoption leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.
- (ii) An employee is entitled to a maximum of fifty-two (52) weeks' leave pursuant to the Labour Standards Act under this Clause. However, the Employer may grant leave without pay after the expiration of this leave.



- (iii) An employee shall give two (2) weeks' notice of his/her intention to return to work.
  - (iv) The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.
  - (v) Period of leave up to fifty-two (52) weeks shall count for service, seniority and salary advancement.
  - (vi) Employee on such leave may continue to pay both portions of the Insurance Plan premiums.
- (b) An employee may be awarded sick leave for illness related to pregnancy prior to the commencement date of pregnancy leave or birth of a child, whichever comes first.
  - (c) Periods of pregnancy, parental, adoption leave in excess of twenty (20) days in any year shall not be reckoned for sick leave purposes.

#### **ARTICLE 12 RATES OF PAY AND TRANSFERS**

- 12.01 The rates of pay for all employees covered by this Agreement are as set forth in the attached Schedule "A", which Schedule shall form part of this Agreement.
- 12.02 No employee shall be transferred outside the bargaining unit without his/her consent. An employee may only be outside the bargaining unit for a six (6) month period without forfeiting their seniority.

#### **ARTICLE 13 ABSENCE FROM WORK**

- 13.01 Should any employee, through no fault of his/her own, be absent from work, he/she shall not be discriminated against on that account provided that he/she shall have, where possible, received permission to be absent and given to the Arena Manager his designate notice of his/her absence not later than one half ( $\frac{1}{2}$ ) hour prior to commencement of the scheduled shift to enable the Arena Manager to make arrangements for replacement during his/her absence. However, should an employee be absent through no fault of his/her own without giving the Arena Manager notice of his/her absence as aforesaid, he/she shall not be penalized in the first instance of such absenteeism other than loss of pay for such period of absenteeism, but upon subsequent instances of such absenteeism, without notification as required above, the employee concerned may become subject to



disciplinary action on a three (3) step progressive basis.

- 13:02
- (a) Leave of absence without pay and without loss of seniority not exceeding eight (8) man days in total for the unit per year shall be granted upon request to the Employer to employees elected or appointed to represent the bargaining unit at seminars and arbitrations and the NAPE Biennial Convention.
  - (b) The Employer may grant, on written request, leave of absence without pay for a period of one (1) year for an employee selected for a full-time position with the Union, without loss of accrued benefits. The period of leave of absence may be renewed upon request. Employees may not accrue any benefits other than seniority during such period of absence.
  - (c) With the approval of the Employer, leave with pay shall be awarded to one (1) employee who is a member of Negotiating Committee while attending actual negotiating sessions. The Union shall notify the Employer of the employee affected prior to the commencement of negotiations and the employee shall in all instances give prior notice of absences from work to the Arena Manager, and such notice shall be given as far in advance as possible.
- 13.03
- (a) An employee shall be granted Bereavement Leave of absence with pay for three (3) consecutive calendar days immediately following the death of wife, husband, father, mother, child, brother, sister, father-in-law, mother-in-law and grandparents of such employee. If the death occurs outside the Province, a fourth (4<sup>th</sup>) day off shall be granted for the purpose of travelling, if required.
  - (b) One (1) Bereavement Leave with pay shall be granted in the event of the death of an employee's brother-in-law, sister-in-law, uncle, aunt, niece, nephew, grandparents-in-law and first cousin of such employee. This one (1) day shall be for the purpose of attending the funeral.
  - (c) For the purpose of attending the funeral of a present employee of the Stephenville Dome, employees will be permitted two (2) hours off, subject to staffing requirements.
- 13.04
- If any of the foregoing days of absence fall on a regular workday of the employee, then the employee shall not suffer the loss of wages or salary for the day or days of absence as the case may be.
- 13.05
- The employee may be required to furnish proof of his/her relationship of the deceased to the Employer's representative.

13.06 The Employer shall grant leave of absence without loss of seniority to an employee who serves as juror or witness in any Criminal Court. The Employer shall pay the difference between his/her normal earnings and the payment he/she received for jury service or Court witness. The employee will present proof of the service and the amount of pay received.

13.07 Injury on Duty

- (a) All employees shall be covered by the Workplace Health and Safety Compensation Act.

An employee who is unable to perform his/her duties because of a personal injury received in the performance of his/her duties shall report the matter to his/her Supervisor and submit an account of the accident using the prescribed form as soon as possible. An employee's claim will not be delayed where the prescribed form is not immediately provided to the employee through the Arena Manager or his designate.

An employee who is unable to perform his/her duties because of a personal injury received in the performance of his/her duties shall be immediately placed on Injury on Duty Leave or authorized special leave. The employee shall receive pay for the day of the accident and then proceed to benefits in accordance with the provisions of the Workplace Health and Safety Compensation Act. If the claim is subsequently denied by Workplace Health and Safety Compensation Commission, the employee may access other available benefits including sick leave and annual leave.

In the event that the employee dies as a result of an injury received in the performance of his/her duties, his/her estate shall receive all benefits owing to the employee in accordance with the provisions of the Workplace Health and Safety Compensation Act, in addition to any benefits he/she would be eligible for under this Collective Agreement.

In the event that an employee becomes permanently disabled or incurs a recurring disability as a result of an injury received during the performance of his/her duties, the employee will receive benefits in accordance with the provision of the Workplace Health and Safety Compensation Act.

An employee confirmed as being unable to perform the regular duties of his/her classification as a result of an injury on duty will be unable to be assigned alternate work as none exists with the

Employer.

In the event that an employee is placed on leave under the provisions of this Article, he/she will not accrue seniority during any period when he/she would normally be laid off.

It is understood and agreed by the parties to this Collective Agreement that an employee who is approved for full extended earnings loss (EEL) benefits from Workplace Health and Safety Compensation Commission after the date of signing of this Agreement, shall no longer accumulate benefits under this Agreement but shall have their position with the Employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated by reason of frustration of the individual's employment.

- (b) It is understood and agreed by the parties to this Collective Agreement that an employee retains and continues to accumulate sick leave credits while off work on Workers' Compensation benefits.

- 13.08 Special leave with pay not exceeding three (3) days may be granted for reasons other than those referred to in Clause 13.02 and Clause 13.03. Such request shall not be unreasonably requested or denied.

#### **ARTICLE 14 INSURANCE AND PENSION BENEFITS**

- 14.01 The Employer agrees to provide a Group Health Insurance Plan to eligible employees covered by his Agreement based on a cost sharing of fifty percent (50%) for the employee and fifty percent (50%) for the Employer.
- 14.02 The Employer agrees to provide a Group RRSP to all full-time employees covered by this Agreement, based on three percent (3%) of the employee's wages paid by the employee and three percent (3%) of the employee's wages paid by the Employer, cost shared.

#### **ARTICLE 15 SENIORITY**

- 15.01 An employee shall not lose seniority rights if he/she is absent from work because of absence approved by the Employer, sickness or accident.

An employee shall only lose his/her seniority rights in the event:

- (a) he/she is discharged for just cause;

- (b) he/she resigns;
- (c) he/she is absent from work without notifying the appropriate person for five (5) days unless notice was not reasonably possible;
- (d) he/she is laid off for a period of fifteen (15) months or longer;
- (e) where a permanent full-time employee is laid off due to reduction in staff and fails to return to work upon recall, or fails to respond within seven (7) days to email or priority post delivered to his/her last know address advising him/her to return to work unless otherwise agreed upon by both parties. Temporary employees shall not have access to this Clause but shall be subject to Clause 20.01.

15.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulleting boards twice yearly on January 15<sup>th</sup> and July 15<sup>th</sup>.

#### **ARTICLE 16 GRIEVANCE PROCEDURE**

- 16.01 If a grievance arises and if the grievance is brought forward by an employee or by the Union, such grievance will be dealt with and disposed of in the following manner:
- (a) An employee who alleges that he/she has a grievance shall first present the matter to the Arena Manager through his/her Shop Steward within five (5) working days of the occurrence or discovery of the incident giving rise to the alleged grievance and an earnest effort should be made to settle the grievance at this level.
  - (b) Failing a satisfactory settlement of the grievance by the Arena Manager within the five (5) working days from the time it is submitted to him, the employee and the Shop Steward concerned shall within a further period of five (5) working days submit the grievance in writing to the Employer's representative, who shall reply in writing within a further five (5) days of receipt of the grievance.
  - (c) If necessary, the Arena Manager or Employer's representative will at its next Board meeting, deal with the matter and such meeting shall be held within twenty (20) days of the receipt of the grievance. The reply of the Employer to the grievance shall be in writing and be submitted to the Union within five (5) working days of its

meeting.

- 16.02 If no settlement is reached in accordance with the foregoing steps, the matter may be referred to arbitration; such reference to arbitration must be made within ten (10) calendar days from the receipt, in writing, of the Employer's decision in Step (c) above.
- 16.03 It is understood and agreed that the provincial representative of the local Union shall have the right to originate a grievance on behalf of any employee or group of employees within the bargaining unit or on behalf of the Union as a whole. A grievance on behalf of the Union as a whole may be referred to the Employer's representative in the first instance, but all other grievances shall follow the regular grievance procedure.
- 16.04 The Union or the Employer may have the right to initiate a policy grievance at Step (c) above.

#### **ARTICLE 17 ARBITRATION**

- 17.01 Subject to Article 16 and for the purpose of final settlement of any difference, dispute or grievance between the Employer and the Union or its members employed by the Employer as to the meaning, application or violation of any of the provisions of this Agreement, the following provisions and procedures shall be followed by the parties to this Agreement.
- 17.02 Either of the parties may notify the other of its desire to submit a matter to arbitration, and in order to expedite the settlement of the matter, it shall put forwards names of three (3) Arbitrators to choose from.
- 17.03 After either of the parties notifies the other of its intention to submit the difference dispute or grievance to arbitration, it must be heard within six (6) months. The Arbitrator shall hear the referred matter and shall provide a decision thereon, in writing, within thirty (30) calendar days of his/her appointment or within such extended period as the parties may jointly agree.
- 17.04 The decision of the Arbitrator shall, to the extent that it has been established by arbitral jurisprudence, be final and binding upon the parties and upon any employee affected by it, however, the Arbitrator may not make any decision which has the effect of modifying, altering or amending any provisions of this Agreement. The Arbitrator shall, however, have the power to set aside a decision of the Employer or to modify a disciplinary measure imposed by the Employer.



- 17.05 The parties to the Agreement shall share equally the fees and expenses of the Arbitrator.
- 17.06 In case of termination, either party can opt to use a Board of Arbitration. For this purpose, a Board of Arbitration will be substituted for an Arbitrator.

#### **ARTICLE 18 EMPLOYEE'S RECORD**

- 18.01 An employee's record shall at all reasonable times be available to his/her inspection and with the employee's permission to the Union.
- 18.02 Any offense that is to become a part of any employee's record shall be in writing, with a copy to the employee concerned and to the Union.
- 18.03 An offense which has become a part of any employee's record will be removed from his/her active record when fifteen (15) months of active service has elapsed, provided no recurrence of the same offense has occurred in that period of time.
- 18.04 An employee shall be notified, in writing, of any expression of dissatisfaction concerning his/her work.
- 18.05 If an employee is notified, in writing, of any expression of dissatisfaction concerning his/her work within five (5) working days of the event of such complaint, such expression shall not become a part of his/her record for use against him/her at any time.

#### **ARTICLE 19 SUSPENSION AND DISCHARGE**

- 19.01 Whenever the Employer or the Employer's representative deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of any action complained of or omission referred to or that dismissal may follow if such employee fails to bring his/her work up to the required standard by a given date, the Employer or the Employer's representative shall within five (5) days thereafter, give written particulars of such censure of the employee concerned and to the Union. Should the employee or the Union feel that the censure or warning is unwarranted, the matter may be taken up as a grievance and if it is decided that the warning was not deserved, it shall be withdrawn and not go on his/her record.
- 19.02 (a) An employee may be suspended or discharged, but only for just cause and only upon the authority of the Employer's representative.



- (b) When an employee is suspended or discharged, he/she shall be given the reason for such suspension or discharge by the Employer's representative in the presence of the Union's representative.
- 19.03 When an employee is dismissed, such employee and the Union shall be notified promptly, in writing, by the Employer's representative of the reason for such dismissal.
- 19.04 An employee considered by the Union to be wrongfully discharged shall be entitled to a hearing under the grievance procedure.
- 19.05 Should it be found, upon investigation, that an employee has been unjustly suspended or discharged, such employee shall be immediately re-instated to his/her former position without loss of seniority and shall be compensated for all time lost in an amount equal to his/her 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 the Board of Arbitration, if the matter is referred to a Board.
- 19.06 Termination of a probationary employee for reasons of unsuitability or inability to perform all the tasks of the classification to an acceptable standard is not subject to the Grievance and Arbitration Procedure.

## **ARTICLE 20 LAYOFFS AND RECALLS**

- 20.01 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority, providing they are qualified to do the work required. Seniority for the purpose of this Clause shall be on a bargaining unit wide basis.
- 20.02 Subject to the exceptions set out in the labour Standards Act, notice of layoff and resignation shall be the same for both management and the employees in accordance with the following schedule:
- (i) Temporary employees with seniority who do not have period of employment set out at point of hire or any extension of it will receive notice of layoff of seven (7) calendar days.
  - (ii) Permanent employees will receive fourteen (14) calendar days' notice of layoff. If notice is not given the employee will receive no loss of regular pay for the regular working days for the period, no notice was given.

- (iii) The Employer will be provided the equivalent notice of resignation, retirement or quit by the respective employee.
- (iv) The Union represents that this benefit is a better benefit than that provided under provincial legislation and is the preferred approach over the previous reference to the legislation.

**ARTICLE 21 CORRESPONDENCE**

21.01 All correspondence between the parties hereto arising out of this Agreement or incidental thereto, shall pass to and from the Arena Manager and/or any other person designated by the Employer and the Shop Steward of the Union and/or any full-time representative of the Union.

**ARTICLE 22 TRANSPORTATION**

22.01 When an employee is required to use his/her own vehicle on Employer's business, he/she shall be reimbursed at the Provincial Government travel rates and meal rates.

**ARTICLE 23 PAY PERIOD**

23.01 All employees shall be paid on every second week basis and Friday of each week will be designated pay day. Pay stubs or cheques will be available not later than 4:00 p.m. on the designated pay day.

23.02 Each employee's pay stub shall be enclosed in a sealed envelope and addressed to the particular employee.

23.03 The Employer may introduce direct deposit where the circumstances are favourable to do so.

**ARTICLE 24 LABOUR MANAGEMENT COMMITTEE**

24.01 There shall be a Labour Management Committee established for the purpose of meeting and conferring on matters that are not properly the subject matter of a grievance or negotiation.

A committee shall be formed comprising of one (1) selected by the Union and one (1) selected by the Employer. Meetings shall be scheduled each

month unless otherwise decided by the Committee. Minutes shall be posted in accessible places in the workplace.

- 24.02 The Labour Management Committee shall also serve as the Occupational Health and Safety Committee with meetings to be held at least four (4) times per year as per the Occupational Health and Safety Act.

#### **ARTICLE 25 CLOTHING ALLOWANCE**

- 25.01 \* The Employer shall furnish on loan and shall replace without charge the following clothing when required to carry out the work of the Arena Attendant, except where there is evidence of miss-use or abuse of this provision.

- (a) Lined Rubber Gloves
- (b) Lined Work Gloves
- (c) Safety Glasses (as needed)
- (d) Hard Hat (as needed)
- (e) Winter Jacket (up to two hundred dollars (\$200.00) as needed)
- (f) Coveralls (as needed)

Employees will use such clothing and that provided under Clause 25.04 only at the place of employment.

The Employer agrees to provide all employees with suitable storage for all Arena supplied PPE and clothing as listed in this Clause.

Protective clothing may be replaced at any time upon inspection by the Employer and mutually agreed by the parties.

- 25.02 Replacement of each or any item of PPE clothing mention in Clause 25.01 above, shall be at the discretion of the Arena Manager and shall be conditional on surrender of the unserviceable article and an adequate reason for the replacement.

- 25.03 Should an employee lose an article of clothing through no neglect of his/her own part, the Employer shall not seek reimbursement from the employee.

- 25.04 \* The employee will produced a receipt by October 1<sup>st</sup> of each contract year to the value of three hundred dollars (\$300.00) for the exclusive purpose of purchasing the following items:

- Work Boots

**ARTICLE 26 WASH-UP TIME**

26.01 Each employee shall receive ten (10) minutes prior to his/her lunch break and ten (10) minutes before termination of his/her shift for the purpose of washing up.

**ARTICLE 27 CLASSIFICATION**

27.01 Job descriptions shall be provided for all classifications in the bargaining unit.

**ARTICLE 28 JOB SECURITY/CONTRACTING OUT**

28.01 (a) Work contracting out will not be done in such a manner so as to cause layoff of bargaining unit employees.

Temporary employees on layoff will be if required, recalled support of equipment contractors for work normally done by the bargaining unit except for operation of the contractor's equipment and in situations where the Arena's permanent qualified employees are fully deployed.

(b) Contracting out will not result in a reduction in the number of permanent bargaining unit employees on the Employer's payroll.

**ARTICLE 29 STRIKES AND LOCKOUTS**

29.01 The Union agrees that during the life of this Agreement there shall be no strikes or stoppages of work. The Employer agrees that there shall be no lockouts during the term of this Agreement. "Strike" and "Lockout" shall have the same meaning as set out in the Labour Relations Act.

**ARTICLE 30 NEW CLASSIFICATION**

30.01 When a new classification is created within the bargaining unit, the Employer agrees to negotiate with the Union the rate of pay applicable to that new classification. In the event that the two parties cannot agree on the rate of wages and/or terms of the new classification, the matter will be submitted to arbitration and in any event the new rate will come into effect on the day the new classification came into being.

30.02 When a new classification is developed, the following procedures shall apply:

- (a) The Employer will immediately notify the Union, in writing, as to whether such classification should be included in or excluded from the bargaining unit and provide reasons for exclusions;
- (b) If, after consultation on the Employer's position, the Union believes that the classification should be in the bargaining unit, they will respond, in writing, outlining reasons for its rejection of the exclusion within ten (10) days of receipt of the above notification;
- (c) Should the parties be unable to agree upon the exclusion of a classification, the matter will be immediately referred to the Labour Relations Board for adjudication.

### **ARTICLE 31 AMENDMENTS**

31.01 The terms of this Agreement may be amended at any meeting of the parties hereto, on such terms as shall be approved and agreed upon by the parties hereto.

### **ARTICLE 32 ENFORCEMENT AND DURATION**

32.01 The Union and the Employer undertake the performance of the terms of this Agreement and hereby agree that all terms of this Agreement shall be full performed and carried out by the Union and the Employer and that the Union and the Employer will enforce, as far as possible, all decisions agreed upon by the Union and the employer, as well as all decisions of an Arbitration Board appointed under this Agreement.

32.02 \* This Agreement shall be deemed to have become effective January 2, 2023 and shall remain in force and effect until January 1, 2025 and from year to year thereafter unless notice of termination, in writing, is given by either party not more than ninety (90) days prior to the termination or less than thirty (30) days prior to termination in any year and any negotiations shall commence within twenty (20) days of such written notice.

### **ARTICLE 33 EMPLOYEE RIGHTS**

33.01 The Employer and the Union recognize the right of all employees of the Employer to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported



incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Employer agrees to take all steps to ensure that the harassment stops and those individuals who engage in such behaviour are appropriately disciplined. The Employer agrees that victims or harassment shall be protected, where possible, from the repercussions which may result from a complaint.

33.02 For the purpose of this Article, harassment is defined as follows:

Harassment of a sexual nature is unsolicited, one-sided and/or coercive behaviour which is comprised of sexual comments, gestures, or physical contact that the individual knows or ought reasonably to know to be unwelcome, objectionable, or offensive. The behaviour may be on a one-time basis or a series of incidents, however minor. Both males and females may be victims.

33.03 Harassment of a personal nature is any behaviour that endangers an employee's job, undermines performance, or threatens the economic livelihood of the employee, which is based on race, religious creed, marital status, physical or mental disability, political opinion, colour, ethnic, national or social status or Union status.

33.04 The Employer and the Union agree to form a joint Committee comprising of two (2) Union and two (2) Employer representatives within sixty (60) days of signing this Agreement. This Committee will form policies and guidelines on employee rights and deal with related issues in a timely manner and as confidentially as possible.

#### **ARTICLE 34 GENERAL PROVISIONS**

34.01 A common-law spouse relationship is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person of the opposite or same sex, publicly represented that person to be his/her spouse and lives and intends to continue to live with that person as if that person were his/her spouse.

#### **ARTICLE 35 ADVERSE WEATHER CONDITIONS**

35.01 If sever weather conditions or state of emergency occurs and the Arena closes, employees of the bargaining unit who do not report to work will not suffer loss of pay but can be called in to deal with snow removal or rescheduled events without additional pay.



### **ARTICLE 36 SUMMER WORK**

36:01 \* Whereas the Dome is not in a position to provide a no lay off Clause as the amount of work available depends on matters outside the control of the dome including utilization by users and in the summer the ability of the Dome to secure summer work from the Foxeye Beautification Group (a.k.a Beautification Committee of the Town of Stephenville) as well as from the local Cemetery Committee;

And whereas the Dome cannot provide a guarantee respecting job security and the Summer Work Committee as the Dome does not have control over the availability of such work but agrees to use its best efforts to secure such work;

Witness that for the consideration of those present that the management of the Dome will continue to pursue the summer work so long as the Committees involved require the work to be performed without any guarantee that the management of the Dome will be successful. This commitment to pursue summer work shall only be during the seasonal period when the Dome ceases normal operations.

### **ARTICLE 37 TECHNOLOGICAL CHANGE**

37:01 \* Advance Notice

Before the introduction of any technological change or new method of operation which affects the rights of employees, conditions of employment, wage rates or workloads, the Employer shall notify the Union of the proposed change.

37:02 \* Consultation

Any such change shall be made only after the Union and the Employer have discussed the matter. The discussion shall take place within twenty-one (21) days of the Employer's notification to the Union.

37:03 \* Attrition Arrangement

No employee will be laid off because of technological change or new method of operation unless such employee refuses, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required by the technological change or new method of operation.

37:04 \* Income Protection

An employee who is displaced from their job by virtue of technological change or new method of operation will suffer no reduction in normal earnings, unless such employee has refused, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required to prevent displacement.

37:05 \* Training Benefits

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under present method of operation, such employees shall, at the expense of the Employer, be given a reasonable period of time, in the opinion of the Employer, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employee.

**ARTICLE 38 SEVERANCE PAY**

38:01 \* A full time employee who has twenty (20) or more years of service with the Employer upon retirement is entitled to be paid severance pay at a rate of one (1) day per year for each complete year of service on the rate in effect at the time of leaving.

\*

**SCHEDULE "A"**

Increase all classification as follows:

January 2, 2023 – 4%

January 2, 2024 – 2%

For the period of January 2, 2023, to January 1, 2025, the following rates of pay will be in effect and will constitute Schedule "A" of the Collective Agreement between the Newfoundland and Labrador Association of Public & Private Employees and the Stephenville Gardens Corporation.

<b>Classification</b>	<b>January 2, 2023</b>	<b>January 2, 2024</b>
Arena Attendant	\$20.75	\$21.17

\*

**MEMORANDUM OF UNDERSTANDING**

**CLEANER**

Within thirty (30) days of the signing of the Collective Agreement, the Employer and the Union shall establish mutually agreed upon terms for the hiring of a Janitor/Cleaner as per Article 28 Job Security/Contracting Out. This Cleaner is to commence on a strictly temporary basis, and the viability of the Cleaner for the Stephenville Dome to be reevaluated no later than the end of the on-ice season, or by May 1, 2024, whichever is first. Assignment of working hours to such position is at the sole discretion of the Employer.



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SIGNED ON BEHALF OF NAPE



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SIGNED ON BEHALF OF EMPLOYER


SIGNED this 8 day of December, 2023.

IN WITNESS WHEREOF the parties hereto have hereunto their hand and seals subscribed and set the day and year first before written.

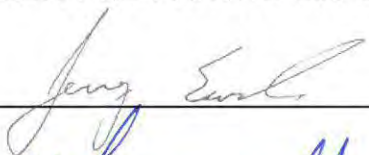


ON BEHALF OF THE STEPHENVILLE GARDENS CORPORATION (STEPHENVILLE DOME):

  
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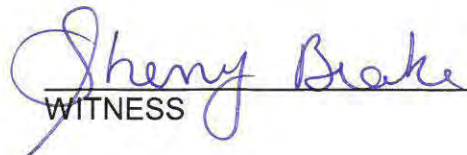
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WITNESS

ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES:

  
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WITNESS