

# MEMORADUM OF SETTLEMENT

between

**REGIONAL RECREATION CORPORATION OF WOOD BUFFALO**  
(hereinafter referred to as the "Employer")



-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES Local 1505**  
(hereinafter referred to as the "Union")



January 1, **2023** to December 31, **2025**

**Ratification Date: xxxxxx, xx, xxxx**

## CONTENTS

PREAMBLE.....	1
ACKNOWLEDGEMENT.....	1
ARTICLE 1 – DEFINITIONS.....	1
ARTICLE 2 – MANAGEMENT RIGHTS.....	3
ARTICLE 3 – RECOGNITION CLAUSE.....	3
ARTICLE 4 – CHECK OFF OF UNION DUES.....	5
ARTICLE 5 – UNION REPRESENTATION.....	5
ARTICLE 6 – GRIEVANCE PROCEDURE.....	7
ARTICLE 7 – SENIORITY.....	9
ARTICLE 8 – PROMOTIONS AND VACANCIES.....	11
ARTICLE 9 – LAYOFFS AND RECALLS.....	13
ARTICLE 9 – LAYOFFS AND RECALLS.....	16
ARTICLE 10 – HOURS OF WORK.....	18
ARTICLE 11 – OVERTIME COMPENSATION.....	21
ARTICLE 12 – GENERAL HOLIDAYS.....	23
ARTICLE 13 – VACATION.....	24
ARTICLE 14 – LEAVE.....	26
ARTICLE 15 – EMPLOYEE BENEFIT PLAN.....	30
ARTICLE 16 – DISCHARGE, SUSPENSION AND DISCIPLINE.....	32
ARTICLE 17 – NO STRIKES OR LOCK-OUTS.....	33
ARTICLE 18 – TERMS OF AGREEMENT AND AMENDMENTS.....	33
ARTICLE 19 – HEALTH, SAFETY AND ENVIRONMENT.....	33
ARTICLE 20 – JOB SECURITY.....	34
ARTICLE 21 – RATES OF PAY.....	35
Article 22 – GENERAL PROVISIONS.....	35
ARTICLE 23 – UNION LEAVE.....	36
SCHEDULE A.....	39
SCHEDULE “B” - Re: Eight and One Half (8.5) Hour Employees.....	44
SCHEDULE “C” Re: Twelve (12) Hour Employees.....	45
SCHEDULE “D” LETTER OF UNDERSTANDING #1 Re: Living Allowance.....	50
LETTER OF UNDERSTANDING #2 Re: Employee Membership Privileges.....	52
LETTER OF UNDERSTANDING #3 Re: Recognition Bonus.....	53
LETTER OF UNDERSTANDING #4 Aquatics Instructors.....	55
LETTER OF UNDERSTANDING #5.....	56
LETTER OF UNDERSTANDING #6.....	58

## PREAMBLE

It is the desire of both parties to this Agreement to maintain, encourage and promote:

1. Harmonious relations between the Employer and the Union;
2. Co-operation and understanding between the Employer and its employees;
3. Joint discussions and negotiations of all matters pertaining to working conditions;
4. Safety, efficiency, and cooperation among the work force in all areas;
5. The morale, well-being and security of all employees in the Bargaining Unit.

Now therefore, it is agreed as follows:

## ACKNOWLEDGEMENT

**We respectfully acknowledge that we are on Treaty No. 8 Territory, the traditional meeting grounds and gathering places of First Nations, Métis and Inuit peoples.**

## ARTICLE 1 – DEFINITIONS

- 1.01 "Union" shall mean the Canadian Union of Public Employees Local 1505.
- 1.02 (a) "Employer" or "RRC" shall mean Regional Recreation Corporation of Wood Buffalo.
- (b) "Facility" or "Facilities" shall mean any location(s) managed or operated by the Employer to provide recreational facilities available to the general public.
- 1.03 A "Regular Full-Time Employee" shall mean any employee who is employed for an indefinite duration of time to work a minimum of seventy (70) hours bi-weekly as specified in their offer of employment. The Employer will endeavor to schedule two (2) consecutive days off in a biweekly period for Regular Full-Time Employees.
- 1.04 A "Regular Part-Time Employee" shall mean any employee who is employed for an indefinite duration of time to work a minimum of fifty (50) hours biweekly as specified in their offer of employment. **A Regular Part-Time Employee scheduled hours shall not exceed sixty-five (65) hours bi-weekly without prior consultation and agreement with the Employee and Union.**

1.05 A "Part-Time Employee" shall mean any employee who is employed for an indefinite duration of time to work less than the prescribed hours for Regular Full-Time Employees. **A Part-Time Employee's scheduled hours shall not exceed fifty-five (55) hours bi-weekly without prior consultation and agreement with the Employee and Union.**

**Part Time Employees who fail to accept 8 consecutive shifts, based on provided availability, without reasonable cause may be subject to termination at the Employers discretion.**

1.06 "Probationary Employee" shall mean a newly hired employee hired into any position and who is serving the required probationary period as per Article 7.03.

1.07 "Term Employee" shall mean an employee who is hired to replace a permanent full-time, regular part-time/part-time employee absent on approved leave of absence, to assist with special projects or hired as non-regular additional **seasonal** staff compliment whose term of employment shall not exceed ~~twelve (12)~~ **eight (8)** calendar months, unless otherwise agreed by the Union.

The term of employment may be terminated at any time with not less than one (1) weeks' notice in writing by the Employer.

Term employees shall not be used to avoid filling a permanent vacancy or newly created position. Extension of the term shall be mutually agreed upon by the Employer and the union on a case by case basis.

~~1.08 "Casual Employee" shall mean an employee hired to meet a variety of circumstances such as overflow work situations and short-term absences. This employee may work on an as-needed basis with no guaranteed hours of work. A Casual Employee is not entitled to any rights or benefits arising out of the seniority provisions of this agreement. A Casual Employee may be terminated at any time, without notice, by the Employer, except as provided for in the Employment Standards Code.~~

~~A Casual Employee shall not be used to avoid filling a permanent vacancy or newly created position. The Union shall be informed of all hours worked by any Casual Employees upon request to the Department.~~

~~1.09 "Seasonal Employee" shall mean an employee who is hired for a term of employment of forty-five (45) days or more with a defined start and end date. A Seasonal Employee is not entitled to any rights or benefits arising out of the seniority provisions of this Agreement. A Seasonal Employee may be terminated at any time without notice by the Employer except as provided for in the Employment Standards Code.~~

**1.09 Emergencies shall include forecasted or sudden storm, flood or potential thereof, fire and potential thereof, or potential danger to life and/or property.**

**1.10 Employment status will be defined as a Regular Part-Time Employee, Regular Full-Time Employee, Part-Time Employee, and Term.**

## ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Employer reserves the right and retains, solely and exclusively, all rights to manage the Corporation and its facilities and direct its work force except to the extent that such rights are expressly abridged by specific articles of this Collective Agreement. The Employer shall only discharge or discipline for just cause.

## ARTICLE 3 – RECOGNITION CLAUSE

3.01 The Employer recognizes the Canadian Union of Public Employees, Local 1505, as the sole and exclusive collective bargaining agent for all employees as defined in Certificate 83-2014 (the “Bargaining Unit”).

3.02 It is agreed that persons whose jobs are not contained within the framework of the definition of the said Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit except for purposes of instruction, ~~experimenting~~, emergencies, **unexpected or unplanned occurrences of increased volume of patrons of less than 3 hours**, ~~or short term absence of less than 7 to 12 hours, as per posted schedules~~ **or with prior consultation and agreement with the Union. Such approvals from the Union will not be unreasonably denied.**

3.03 The Employer shall not enter into any agreement with any individual employee or groups of employees in the Bargaining Unit respecting the terms and conditions of employment contained herein.

### 3.04 Labour Management Committee

The parties to this Agreement recognize the mutual benefits from joint consultation on matters of mutual interest or concern. The parties also agree to participate in cooperative discussions on a regular basis as follows:

- (a) Meetings are to be held quarterly, unless otherwise agreed by the parties,
- (b) The Committee shall be comprised of equal representation i.e. up to three (3) representatives each of the Union and the Employer. With reasonable notice to the Employer, the CUPE Area National Representative may attend a Committee meeting.
- (c) The Committee shall have the authority to:
  - (i) review and discuss matters of mutual concern, and
  - (ii) make recommendations to their respective principals.

The parties further agree that the Committee shall have no power to add, detract or modify the terms of the Agreement.

- (d) An Employer and Union representative shall alternate as joint chairs in presiding over meetings.
- (e) At least forty-eight hours before the meeting the parties shall exchange a list of items to be discussed.
- (f) Minutes shall be prepared within seven (7) days following the meeting and shall not be distributed to the employees until agreed to by the joint chairs.

3.05 No Discrimination - The parties agree that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliations or activity, sexual orientation, gender, gender identity, gender expression, marital or parental status, family relationship, place of residence, disability nor by reason of their membership or activity in the Union or any other reason prohibited by the Human Rights Act or any other law.

**The Parties acknowledge they share the responsibility for the duty to accommodate employees up to the point of undue hardship. The parties also acknowledge that working together to ensure Employees are accommodated in a manner that provides meaningful work and promotes a culture of inclusiveness is of particular importance.**

**The Employee will be advised of their right to have a Union Representative present and review any documentation to be signed.**

**When a duty to accommodate is expected to extend beyond thirty (30) days, the following shall occur:**

- (a) **Unless the employee requests otherwise, the Employer shall provide the Union with a copy of an employee's request for accommodation within five (5) days of receipt of the form.**
- (b) **Once the Employer has received the employee's request for accommodation, they will meet with the employee without undue delay to develop a plan.**
- (c) **The Union may be present if requested by either party.**
- (d) **All parties involved will respect the right to privacy of the employee seeking the accommodation, communicating only information that is pertinent to the accommodation process to those involved in the accommodation.**

Harassment - The Employer and the Union are committed to improving the workplace by maintaining a work environment for all its employees which is free from all forms of harassment.

In order to help enhance the dignity and self-worth of all employees the Employer and the Union are committed to a harassment free workplace. The Employer and the Union will not tolerate, ignore, or condone workplace harassment and considers harassment to be a serious offence.

All employees are responsible for respecting the dignity and rights of their co-workers and the public they serve.

Should an employee feel that they have suffered harassment, the employee so affected is encouraged to speak out and bring the matter to the attention of a CUPE Executive member or the Human Resources for investigation and action.

#### **ARTICLE 4 – CHECK OFF OF UNION DUES**

- 4.01 The Employer shall deduct from every employee covered by this Agreement all monthly dues and initiation fees levied in accordance with the Union's Constitution and/or Bylaws and owing by the employee to the Union.
- 4.02 Deductions shall be made from each payroll and shall be forwarded to the Finance department at CUPE's National Office not later than the fifteenth (15th) day of the following month, with a copy sent to the CUPE Local 1505 Financial Officer and to the Union's Unit Vice President. The dues shall be accompanied by an electronic spreadsheet listing all employees from whose wages the deductions have been made, along with the amount of the wages paid, the amount of dues deducted, job title and employment status (e.g. full-time, part-time, term, casual) and the total hours worked by each employee.

The above check off of Union dues shall also include each employee's home address, phone numbers, personal email address if provided to the Employer, and include any changes in the information. It will be the responsibility of the employee to notify the Employer of any changes to the above noted information.

- 4.03 At the same time the income tax (T-4) slips are made available, the Employer shall indicate on the slips the amount of Union dues paid by each Union member in the previous calendar year.

#### **ARTICLE 5 – UNION REPRESENTATION**

- 5.01 A Union Bargaining Committee shall be elected or appointed from the Bargaining Unit, and shall include the Unit Vice-President, the CUPE Local 1505 full-time President or Vice President, a lead negotiator and up to three (3) members from the Bargaining Unit. The Union will advise the Employer as to the names of the members of the Union Bargaining Committee, and vice versa.

- 5.02 Any representative of the Union or the Bargaining Committee shall have the right to attend joint negotiating sessions held within working hours with no loss of pay. All meetings will be jointly set with consideration given to minimizing the disruption of work schedules.
- 5.03 Union Representatives
- (a) The Employer agrees to recognize Union Representatives from the Bargaining Unit. The Union will endeavor to appoint several Union Representatives from across the Employer's operations so as to minimize the disruption to any one part of the operation in accommodating leave from regular duties under (b) below.
  - (b) The Union agrees that Union Representatives have their regular duties and responsibilities as employees to perform and shall not leave their regular duties without first obtaining permission from the employee's immediate supervisor or designate. Such permission shall not be unreasonably withheld.
  - (c) The Union will advise the Employer of the names of the Union Representatives at the Facilities, updated as and when changes occur. The Employer will not be required to acknowledge the functioning of a Union Representative without being so advised of the Union Representatives' names.
  - (d) Employees and Union Representatives required to meet with the Employer or to attend grievance meetings during working hours shall suffer no loss of pay from the Employer. The employee and Union Representative must have the prior approval of their supervisor to attend the meeting.
  - (e) The Employer agrees to recognize the following CUPE Local 1505 Executives as Union Representatives for the Bargaining Unit:
    - (i) Union President;
    - (ii) Union Vice-President;
    - (iii) Chief Shop Steward.
    - (iv) Lead Shop Steward**
    - (v) Health Officer**
  - (f) The Employer agrees that the CUPE Area National Representative **and/or Business Agent** may attend as a Union Representative when requested by the Bargaining Unit provided sufficient notice is given to enable the Employer to arrange the representatives it wishes to have present.
- 5.04 The Employer agrees that Union Representatives shall not be hindered 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 Union Representative is employed by the Employer and will not leave their work during



working hours except to perform the duties of a Union Representative under this Agreement.

#### 5.05 Union Orientation

- (a) During the initial interview process, the Employer will advise potential employees that this Agreement is in effect.
- (b) The Union will be advised of any scheduled new employee orientation session and be provided a maximum of thirty (30) minutes the opportunity, during any such session, to make a presentation to employees about membership in the Union. The Union will provide the Employer with advance copies of any materials to be used in any such orientation session.
- (c) The Union shall be notified of the full name, position and employment status of all employees hired or transferred in the Bargaining Unit prior to each orientation session.

### **ARTICLE 6 – GRIEVANCE PROCEDURE**

- 6.01 (a) A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Agreement.
- (b) A grievance shall be either an:
- (i) Employee Grievance affecting a specific employee; or
  - (ii) Policy Grievance affecting two (2) or more employees or an issue of the general interpretation, application or administration of the Agreement or a grievance by the Union alleging a violation of the Agreement. A policy grievance shall be submitted at Step III.
- (c) An employee shall have the right to be represented by the Union at any step in the grievance procedure.

#### 6.02 Proper Procedure

The timing for submission of grievances by the employee(s) shall be within fourteen (14) days of the time the employee(s) became aware of the event giving rise to the grievance.

#### 6.03 Settling of Grievances

In an effort to ensure that grievances are dealt with fairly and promptly, the following steps shall outline proper grievance procedure:

### Step I

If the Employee, ~~or the Union Representative, Grievance Committee~~ or designate considers the grievance to be justified, they ~~will~~ **may** first seek to settle the dispute with the employee's supervisor within seven (7) days.

The Union may address the problem informally with Human Resources at this stage.

### Step II

Failing satisfactory settlement at Step I and within fourteen (14) days after the dispute was submitted under Step I, the ~~Grievance Committee~~ **Union** or designate will submit to the Department Manager a written statement of the particulars of the grievance and the redress sought. The Department Manager shall render a decision within fourteen (14) days after receipt of such notice.

### Step III

Failing settlement being reached in Step II and within fourteen (14) days, the ~~Grievance Committee~~ **Union** or designate will submit the written grievance to Human Resources or their designate, who shall render a decision within fourteen (14) days after receipt of such notice.

### Step IV

Failing a satisfactory settlement being reached in Step III, the Union may refer the dispute to arbitration within ~~thirty (30)~~ **forty-five (45)** days.

- 6.04 The Employer's representative for each step of the grievance procedure shall be required to meet with the grievor and Union representative before rendering a decision in writing. The grievor may choose not to attend a grievance meeting at any step except where the Employer or Union requests that the employee attend.
- 6.05 An Employer grievance shall be in writing and submitted to the President or designate of the Union within fourteen (14) calendar days of the circumstances giving rise to the grievance or the Employer becoming aware of the circumstances. The President or designate shall meet with the Employer and respond in writing within fourteen (14) calendar days after the meeting.
- 6.06 Abeyance

Except where time limits are extended by written agreement between the parties, the grievance procedure must be followed strictly according to the applicable time limits. If the ~~Employer~~ **either party** does not respond within a time limit, the grievance shall advance to the next step in the procedure. Email request and reply within the time limits will serve to meet the requirement of written agreement. Where time limits are extended, a grievance is considered in abeyance.

- 6.07 When a grievance is submitted to Arbitration, the notice shall state the name of the arbitrator acceptable to the referring party.
- 6.08 If the parties do not agree on an arbitrator within fifteen (15) calendar days after the submission of the notice, the required appointment shall be made by the Director of Mediation Services upon the request of either party.
- 6.09 The arbitrator shall determine the arbitration procedure and shall give all parties the opportunity to present evidence and make representations.
- 6.10 The decision of the arbitrator as to the facts and as to the meaning, application, or alleged violation of the provisions of this Agreement shall be conclusive and binding upon all parties concerned, but in no event shall the arbitrator alter, modify or amend any part of this Agreement.
- 6.11 Each party shall pay one half of the fees and expenses of the arbitrator, and the total fees and expenses of their witnesses.
- 6.12 The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees **and/or Business Agent** when dealing with grievances with the Employer. Upon request, such representative shall have access to the Facility in order to investigate and assist in the settlement of a grievance. Such access shall not be unreasonably denied by the Employer.

## ARTICLE 7 – SENIORITY

- 7.01 Seniority shall be Bargaining Unit wide and shall be based on the length of continuous service with the Employer since the last date of hire. Employees hired on the same day will have their seniority order determined by the spelling of their last name, or where the last name is the same, by their first name. **Name changes of any kind will not disrupt the order of seniority.** The employee whose name appears first in alphabetical order shall be the employee deemed to have more seniority. Employees hired on the same day prior to November 26, 2019 will maintain their current order on the seniority list.
- 7.02 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 in January of each year. The Union will have thirty (30) days to request corrections to the information provided.
- 7.03 All newly hired full-time employees shall be on probation for the first three (3) calendar months of employment, six (6) months in the case of regular part-time/part-time employees. Such probation may be extended up to a maximum of a further three (3) months, for full-time employees, six (6) months in the case of Regular Part-Time/Part-Time Employees, by mutual agreement between the Employer and the Union. Whenever a Regular Part-Time/Part-Time Employee reaches the full-time equivalent hours of a Full-Time Employee's probation period they shall be deemed to have completed their probationary period, unless otherwise extended.

- (a) During the probationary period, such employee shall be entitled to all rights and benefits of this Agreement. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure, provided such termination is not discriminatory, arbitrary or in bad faith. After completion of the probationary period, seniority shall be effective from the original date of employment.
- (b) During the probationary period, the Employer shall conduct a formal review of the newly hired employee's performance within seven (7) working days of the completion of six (6) weeks employment or the equivalent number of hours in the case of Regular Part-Time/Part-Time Employees.

Such review shall be conducted by the appropriate Department Manager or designate. The employee shall be provided with a written copy of the review at that time. Follow up reviews will be conducted as deemed necessary by the appropriate Department Manager.

7.04 An employee absent from work because of sickness, accident, layoff not exceeding one (1) year, or leave of absence approved by the Employer shall not lose seniority.

An employee shall lose seniority in the event the employee:

- (a) is absent from work in excess of three (3) consecutive days with insufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- (b) is laid off for a period longer than one (1) year.
- (c) is discharged for just cause and is not reinstated by the Employer.
- (d) resigns in writing or verbally and does not withdraw the resignation within two (2) days.
- ~~(e) rejects an offer of recall of employment to the same or similar position or fails to return to work following seven (7) calendar days of accepting recall.~~

7.05 An employee may only be transferred or promoted to a position outside the Bargaining Unit with the employee's consent.

- (a) When temporarily transferred to a position outside the Bargaining Unit, the employee shall:
  - (i) retain seniority and continue accruing seniority during the period of the temporary transfer;
  - (ii) continue to pay Union dues; and

- (iii) be ineligible for a further temporary transfer outside the Bargaining Unit for ~~thirty (30)~~ **one-hundred and eighty (180)** days after reaching the cumulative maximum of one-hundred and eighty (180) working days. **For the purpose of covering parental leave only an increase up to five-hundred and forty (540) days outside the bargaining unit will be allowed.**
- (b) When promoted to a permanent position outside the Bargaining Unit, the employee shall:
  - (i) retain the seniority acquired to the date of leaving for three (3) calendar months;
  - (ii) continue to pay Union dues at the rate for the position previously held; and
  - (iii) if the employee returns to the Bargaining Unit during or at the end of the three (3) calendar month period, the employee shall be placed in the position previously held by the employee.

## **ARTICLE 8 – PROMOTIONS AND VACANCIES**

8.01 When the Employer determines that a vacancy is to be filled or a new position is to be created within any given Facility, it shall be conspicuously posted bargaining unit wide for a period of seven (7) calendar days in mutually acceptable locations; however, the employer is not precluded from concurrently advertising externally. In addition, the Employer shall be at liberty to immediately fill the position temporarily; such temporary vacancies shall be filled by the next most senior Employee in the section concerned in that Department, if they so desire, providing that the Employee has the required qualifications and/or experience for that position.

Such notices of vacancies shall contain at least the following information:

- (a) Job title, nature, and physical location of the position.
- (b) Qualifications required.
- (c) Knowledge and education.
- (d) Skills, shift, hours of work, wages or salary rate or range.
- (e) Established job descriptions shall apply.

In the event a permanent position has become vacant and has not been filled within three (3) months of the vacancy, the Union, ~~upon request to Human Resources~~, shall receive a summary of the status of the competition and the reasons for the delay in filling the position.

- 8.02 The parties agree that advancement and opportunity for promotion should increase with seniority and as such, the Employer will continue its practice of considering internal applicants prior to external applicants. The parties further recognize the obligations of the Employer to provide, where possible, training and development opportunities, in accordance with its policy as amended from time to time, and to employees to follow through on such training and development opportunities and employee's interest in training initiatives to assist in their career enhancement. In the event of conflicts for training opportunities seniority will govern the order of training.
- 8.03 In assessing the required qualifications of applicants, the Employer shall consider such individual's abilities, skills, experience, and knowledge required for the vacant position. In making appointments to vacant positions within the Bargaining Unit, it is agreed that where the required qualifications of two **(2)** or more applicants are approximately equal, seniority shall govern.
- 8.04 A promoted or transferred employee shall serve a three (3) calendar month trial period. A promoted or transferred employee, at their option or at the decision of the Employer, may be returned to their former position during the trial period.
- 8.05 Following completion of the initial probation/trial period a newly hired, promoted or transferred employee will not be eligible for consideration for a subsequent position or transfer until following completion of nine (9) calendar months in their new position, unless otherwise agreed by the Employer.
- 8.06 (a) When assigned by management or their supervisor, an employee who temporarily substitutes ~~for a continuous period of two (2) hours or more~~ in a higher paying position, shall receive the higher rate of pay for those hours worked.
- (b) When an employee is temporarily assigned by their supervisor to a position paying a lower rate of pay, the employee's rate of pay shall not be reduced.
- (c) Consideration shall be given to an employee acting in a temporary capacity in a management or supervisory position. Compensation will be determined on a case-by-case basis when the employee is offered the acting position.
- (d) An employee working at a Facility outside of Fort McMurray who is required to perform duties of more than one classification as outlined in Schedule "A" will receive the rate of pay for the highest classification performed.
- 8.07 The Employer agrees to compile job descriptions for all positions within the Bargaining Unit and to present these job descriptions to incumbents and the Union as they are completed. Any revisions to existing job descriptions will be provided to incumbents and the Union as and when any such revisions occur.
- 8.08 The Employer will provide notice to the Union of terminations, new hires, layoffs, **transfers** and posting of vacancies on a weekly basis.

- 8.09 Where it is necessary for an employee's position, the Employer will bear the costs of mandatory training and recertification. Employees will complete mandatory training and recertification on paid work time.
- 8.10 Where it is necessary for an employee's position, the Employer will bear the cost of the criminal record check and/or vulnerable sector screening, including recertification. For clarity, potential employees not yet hired will provide a criminal record check and/or vulnerable screening at their own cost, prior to commencing employment. The Employer will determine the regularity of having the record checks and screenings recertified.

## ARTICLE 9 – LAYOFFS AND RECALLS

~~9.01 A layoff shall include:~~

- ~~(a) a temporary or permanent reduction in the workforce;~~
- ~~(b) a permanent reduction in the hours of a Regular Full-Time Employee below the minimum hours in Article 1.03; or~~
- ~~(c) a permanent reduction in the hours of a Regular Part-Time Employee below the minimum hours in Article 1.04.~~

~~9.02 Subject to 9.01 above,~~

- ~~(a) The Union shall be consulted four (4) calendar days prior to any such changes in the workforce;~~
- ~~(b) Term, Casual and Seasonal Employees in the classification will be terminated, before a Regular Full-time, Regular Part-Time Employee or Part-Time Employee in the classification is laid off;~~
- ~~(c) employees shall be laid off in the reverse order of their Bargaining Unit seniority within their classification as outlined in Schedule "A";~~
- ~~(d) where a senior employee subject to layoff has the qualifications and present ability to perform a classification held by a junior employee in the same Job Grouping in Schedule "A", the junior employee will be laid off and Article 9.05 shall be applied.~~

~~9.03 Advance Notice of Lay Off~~

~~In the case of lay-off, the Employer shall give notice in writing to an so affected, with a copy to the Union, in accordance with the following:~~

- ~~(a) During the probation period one (1) week notice,~~

- ~~(b) Following the probation period and up to twenty-four (24) months of service – two (2) weeks' notice,~~
- ~~(c) following twenty-four (24) months of service – four (4) weeks' notice.~~

~~If the employee, has not had the opportunity to work the full period after notice of lay-off, they shall be paid in lieu of work for that part of the notice period during which work was not made available.~~

#### ~~9.04 Layoff Procedure~~

~~An employee subject to layoff will be placed using the following procedures in the order set out below:~~

- ~~(a) An employee will first be offered any available permanent vacancy for which the employee has the required qualifications. The employee will have a maximum of five (5) calendar days to accept or reject such vacancy. If the employee accepts the vacancy and the hourly rate is lower in that vacant position, the employee's hourly rate will be maintained while the employee remains in that vacant position for a period of one (1) calendar year.~~
- ~~(b) If there are no vacancies available for which the employee has the required qualifications, or if available, the employee does not accept the vacancy and the Employer transfers or demotes the employee pursuant to Article 9.05, the employee's hourly rate of pay will be maintained so long as the employee remains in the position to which the employee was transferred or demoted. The employee will not receive any further negotiated wage increases until the hourly rate of pay of the new position equals or surpasses the hourly rate of pay of their previous position.~~
- ~~(c) If there are no vacancies for which the employee has the required qualifications, or if available, the employee does not accept the vacancy and the Employer does not exercise its right under Article 9.05, the employee will be laid off~~

~~9.05 The Employer maintains the right to transfer or demote an employee subject to lay off to another position where the employee has the required qualifications to fill the position, with due regard for the provisions of seniority as provided for in this Agreement.~~

~~9.06 In order that the operations of the Union will not become disorganized when layoffs are made, members of the Local Executive shall be the last persons laid off from their classifications during their term of office.~~

#### ~~9.07 Recall~~

- ~~(a) Laid off employees will be placed on a recall list to be available for recall for twelve (12) months from their last day worked~~



- (b) ~~The most senior employee laid off, who meets the requirements of the job posting, will be the first recalled to a Regular Full-Time or Regular Part-Time or Part-Time Employee position, provided the employee has retained their accrued seniority. New employees shall not be hired unless those laid off who have the required qualifications for the available position have been offered opportunity for employment~~
- (c) ~~The employee on lay-off shall notify the Employer of their intention to accept or reject the position within seven (7) calendar days of notice of recall. If accepted the employee shall return to work, no later than a further seven (7) calendar days. If rejected, the employee will lose recall rights and seniority in accordance with Article 7.04.~~
- (d) ~~A Regular Full-Time Employee, Regular Part-Time Employee or Part-Time Employee on the recall list shall be offered available temporary work if they have the required qualifications. Acceptance or rejection of an offer of temporary work will not adjust the twelve (12) month recall period under Article 9.07 a).~~
- (e) ~~A laid off employee may refuse recall to a position with less hours or a lower rate of pay than their position prior to the layoff and remain on the recall list. A laid off employee who was transferred or demoted pursuant to Article 9.05 or accepted recall to a position with less hours or a lower rate of pay than their position prior to the layoff shall be returned to their previous position before a less senior employee is recalled to the position.~~

~~9.08 An employee who is laid off is responsible for providing the Human Resources Department, in writing, the email address or text capable cell phone number or mailing address to which the Employer is to send any written notice of recall. The employee is responsible to provide the Employer notice in writing of any change in the employee's contact information for notice of recall.~~

~~9.09 Should the Employer be unable to contact a laid off employee using the contact information provided by the employee for notice of recall within five (5) calendar days of the first attempt, the next laid off employee will be contacted and offered the position. Both parties consider three (3) attempts using the contact information provided by the employee a reasonable attempt to contact. The first employee will be contacted using the contact information provided by the employee for notice of recall and asked if the employee wants to remain on the recall list. Should the employee fail to contact the Employer within seven (7) calendar days, or, should the employee's contact information no longer be valid, the employee shall lose all rights to recall.~~

~~9.10 Any employee who has been on lay off for twelve (12) consecutive months shall be removed from the seniority list and shall lose all rights of recall.~~

## **ARTICLE 9 – LAYOFFS AND RECALLS**

### **9.01 Layoff Defined**

**A layoff shall be defined as a temporary severance of the work employment relationship, or a permanent reduction of the workforce.**

### **9.02 Role of Seniority in Layoffs**

**In the event of a layoff, employees shall be retained in the order of their seniority subject to the job groupings in Schedule A Bargaining Unit wide seniority provided they have the required qualifications to fill the positions available.**

### **9.03 Advance Notice of Layoff**

**In the case of layoff, the Employer shall notify all permanent employees who are subject to laid off thirty (30) calendar days prior to the effective date of layoff. If the employee, in such case, has not had the opportunity to work thirty (30) calendar days after notice of layoff, the employee shall be paid in lieu of work for that part of thirty (30) calendar days during which work was not made available.**

### **9.04 Layoff Procedure**

**A permanent employee subject to layoff will be placed using the following procedures in the order set out below:**

- (a) An employee will first be offered any available permanent vacancy for which the employee has the required qualifications. The employee will have a maximum of seven (7) calendar days to accept or reject such vacancy. If the employee accepts the vacancy and the hourly rate is lower in that vacant position, the employee's hourly rate will be maintained while the employee remains in that vacant position for a period of one (1) calendar year.**
- (b) If there are no vacancies available for which the employee has the required qualifications, or if available, the employee does not accept the vacancy and the Employer transfers or demotes the employee pursuant to Clause 9.05, the employee's hourly rate of pay will be maintained so long as the employee remains in the position to which the employee was transferred or demoted. The employee will not receive any further negotiated wage increases until the hourly rate of pay of the new position equals or surpasses the hourly rate of pay of their previous position.**
- (c) If there are no vacancies for which the employee has the required qualifications, or if available, the employee does not accept the vacancy and the Employer does not exercise its right under Clause 9.05, the employee may select a permanent position held by a less senior employee on the seniority list if they have the required qualifications.**

- (d) This process will continue in order of seniority until each permanent employee subject to layoff obtains a position for which they are qualified or it is determined there are no positions available for which the employee is qualified. If the employee does not select a position for which they are qualified, the employee shall be laid off.**
- (e) If the employee is not placed through the above procedures, the employee shall be laid off pursuant to Clause 9.03.**
- (f) If an employee is placed through any of the above procedures, the posting provisions under Clause 08.01 will not apply.**
- (g) Term Employees in the same work area and who spend the majority of their time performing the same work as the employee subject to layoff will be terminated before the permanent employee is laid off**
- (h) The procedures set out above in a) through g) shall be completed within thirty (30) calendar days from the date of notice of layoff.**
- (i) If there is any conflict between this procedure and that set out in the recall procedures of Clause 9.07, it shall be determined on the basis of the most senior qualified employee in the Job Grouping**
- (j) Regular Full-Time Employees, Regular Part-Time Employees, and Part-Time Employees who have been notified by the Employer, pursuant to Clause 9.03 of this Collective Agreement that the employee is to be laid off, may opt to accept severance pay as provided in Schedule "D" in lieu of exercising the employee's the rights under the provisions of Article 9.**

**9.05 The Employer maintains the right to transfer or demote an employee subject to layoff to another position where the employee has the required qualifications to fill the position, with due regard for the provisions of seniority as provided for in this Collective Agreement.**

**9.06 In order that the operations of the Union will not become disorganized when layoffs are made, members of the Local Executive Board and Chief Steward shall be the last persons laid off during their term of office.**

**9.07 The most senior employee laid off who has the required qualifications will be the first recalled to a permanent position, provided the employee has retained accrued seniority.**

- (a) An employee who refuses to accept a position that is relatively equivalent to the position the employee held prior to layoff, or fails to report within fourteen (14) calendar days of the date the position was offered to them, the employee will be struck from the recall list and all obligations towards the employee shall end.**

- (b) An employee who is laid off is responsible for advising the Human Resources Department, in writing, of any change of address or telephone number.**
- (c) Should the Employer be unable to contact a laid off employee by telephone within forty-eight (48) hours of the first attempt to contact the employee, the next laid off employee will be contacted and offered the position. The first employee will be contacted by registered mail. Should the employee fail to contact the Human Resources Department within fourteen (14) calendar days of receipt of the letter, or should the employee's address no longer be valid, the employee will be struck from the recall list, and all obligations towards the employee shall end.**

**9.08 No permanent employees shall be hired until those laid off who have the required qualifications to fill the positions available have been given the opportunity of recall. A laid off permanent employee shall be eligible to be recalled to a permanent position for a period of twelve (12) months. Permanent employees on layoff shall be eligible for recall to nonpermanent positions in accordance with the following:**

- (a) The employee has the required qualifications to fill the non-permanent position.**
- (b) Any employee in a non-permanent position shall not accrue seniority for such service.**
- (c) There shall be no adjustment to the twelve (12) months recall period due to any non-permanent employment.**
- (d) If no permanent employment is available after twelve (12) months of layoff from the employee's permanent position, the employee shall be removed from the recall list. The employee, however, may continue to be offered non-permanent employment and may apply on job opportunities.**

## **ARTICLE 10 – HOURS OF WORK**

**10.01 The work week shall commence on the first shift on Friday, and end with the last shift on the following Thursday.**

**10.02 The Employer operates Facilities that are open up to fifty-two (52) weeks of the year. Employees should be aware that they may be required to work various shifts throughout the days and weeks and hours of the day in accordance with posted departmental schedules.**

- (a) Hours of work, for Full-Time Employees, as per posted schedules, shall be in accordance with Article 1.03, exclusive of meal breaks, business operational needs notwithstanding.**

- (b) Hours of work, for Regular Part-Time/Part-Time Employees, as per posted schedules, shall be as per Articles 1.04 & 1.05 respectively, business operational needs notwithstanding.
- (c) An employee's scheduled hours shall not be construed as a guarantee of hours of work or pay. However, employees reporting for work as scheduled will receive a minimum of three (3) hours work or pay in lieu.
- (d) Employees shall not be scheduled to work more than **a single shift that shall not exceed** a total of twelve (12) hours, inclusive of meal and rest periods in a twenty-four (24) hour period beginning from the first hour the employee reports for work on a workday.
- (e) In the event of an unplanned shutdown of the Facility or part of the Facility,
  - (i) employees at work who are affected by the shutdown shall be paid for their scheduled hours.
  - (ii) employees reporting to work as scheduled shall be paid in accordance with subsection c) if they are not notified one (1) hour in advance of their work schedule interruption.
  - (iii) employees paid under i) and ii) above shall remain available to work should the Facility reopen during the employee's scheduled hours.
- (f) When a Regular Full-Time employee's scheduled hours of work per day, or scheduled days of work are changed, their regular bi-weekly hours of work shall not be reduced.**

#### 10.03 Split Shifts

With the mutual agreement of the employee, Employer and the Union, split shifts may be scheduled provided that:

- (a) there is a minimum of three (3) hours of work or pay thereof provided at either end of the split shift;
- (b) there is a minimum of ninety (90) minutes between the split shifts; and
- (c) the split shift is not to go beyond twelve hours from beginning to end.

#### 10.04 Compressed Work Schedules

##### (a) Eight (8) Hour Shift

Employees work an eight (8) hour per day rotating schedule where the hours of work in one (1) or more bi-weekly period(s) may exceed eighty (80) hours. This shall not constitute a violation of this Agreement provided that the bi-weekly hours

when averaged over a twelve (12) week or less rotation do not exceed eighty (80) hours.

(b) Ten (10) Hour Shift

Employees work a ten (10) hours per day rotating schedule where the hours of work in one (1) or more bi-weekly period(s) may exceed eighty (80) hours. This shall not constitute a violation of this Agreement provided that the bi-weekly hours, when averaged over a twelve (12) week or less rotation do not exceed eighty (80) hours.

(c) Twelve (12) Hour Shift

Employees work a twelve (12) hours per day rotating schedule where the hours of work in one (1) or more bi-weekly period(s) may exceed eighty-four (84) hours. This shall not constitute a violation of this Agreement provided that the bi-weekly hours when averaged over a twelve (12) week or less rotation do not exceed eighty-four (84) hours.

(d) The parties agree that the utilization of shifts as per this Article have been implemented based on operational requirements and are not to be implemented elsewhere. The Employer further agrees that no new shift patterns will be introduced without prior agreement of the Union.

10.05 Meal and Rest Breaks

Meal and rest breaks are as follows:

<b>Paid Work Hours</b>	<b>Meal Break</b>	<b>Paid Rest Breaks</b>
Less than 5 hours		15 minutes
5 hours or more	30 minutes paid or unpaid	15 minutes
7 hours or more	30 minutes paid or unpaid	15 minutes in first half of shift; 15 minutes in second half of shift
8 hours or more	30 minutes paid or unpaid; or 60 minutes unpaid	15 minutes in first half of shift; 15 minutes in second half of shift
10 hours	30 minutes paid or unpaid; or 60 minutes unpaid	15 minutes in first half of shift; 15 minutes in second half of shift
12 hours (rotating schedule) 12 hours (days)	60 minutes paid or unpaid; or 30 minutes paid or unpaid where agreed to by the employee and Employer	15 minutes in first half of shift; 15 minutes in second half of shift; plus an additional 15 minute break

\*Unpaid breaks shall be for an unbroken period of thirty (30) or sixty (60) minutes as determined by the department.

\*\*Breaks shall be paid if the employee must remain on the premises and is required to respond to emergent issues.

10.06 The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance setting forth the working schedule. All shifts shall be equally allocated where possible.

- (a) The Employer agrees to give the employee ~~seven (7)~~ **fourteen (14)** calendar days of notice of shift change, or cancellation, where possible, except in case of emergency, illness, sudden changes to scheduled events, or unplanned departure of employees.
- (b) If such notice is not given by the Employer, the employee shall be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay. ~~This Article is intended to address extended changes of three (3) or more days in duration.~~
- (c) An exception to the above will be the Personal Trainer positions whereby their hours are subject to change based on the requirements of their clients.

10.07 All employees, unless otherwise indicated elsewhere in this Agreement, shall receive ~~one dollar and twenty cents (\$1.20)~~ **two dollars and forty cents (\$2.40)** per hour in addition to their regular hourly rate for each hour worked between ~~8:00 pm and 6:00 am~~ **10:00p.m. and 5:00 a.m.** This additional payment shall not apply to overtime hours.

10.08 When an employee who normally works days, is on leave for seven (7) calendar days or more, the most senior qualified employee scheduled to work shift work within that classification shall be offered the daytime shift.

## **ARTICLE 11 – OVERTIME COMPENSATION**

For the purpose of qualifying for overtime compensation:

- 11.01 (a) When an employee works more than eight (8) hours in a day or more than forty (40) hours in a week, the employee shall be paid at the rate of time and one-half (1.5) the regular hourly rate for all such hours worked.
- (b) When an employee working a compressed work week works more than eight and one half (8.5) hours in a day or more than eighty (80) hours bi-weekly, the employee will be paid at the rate of time and one-half (1.5) the regular hourly rate for all such hours worked.
- (c) When an employee working a compressed work week works more than twelve (12) hours in a day or more than eighty-four (84) hours bi-weekly when averaged over a twelve (12) week rotation, the employee will be paid at the rate of time and one-half (1.5) the regular hourly rate for all such hours worked.

11.02 Instead of cash payment for overtime, an employee shall have the option to receive time off, calculated at the rate of one and one-half (1.5) times the regular rate, at a time agreed to by the Employer. A maximum accumulation of forty-eight (48) hours may be banked, (i.e. 32 hours of overtime time at one and one-half). Time accumulated over forty-eight (48) hours will automatically be paid on the next pay period.

11.03 If an employee does not receive at least eight (8) hours break between scheduled shifts then the employee will be compensated by being paid two times (2x) their regular rate of pay for all time worked in the break period.

#### 11.04 Division of Overtime

The parties agree that overtime opportunities, other than those which are an extension of the regular hours of work, shall be offered to able and qualified employees who normally perform the work, according to a rotating list in order of departmental seniority. The Employer will maintain and post updated lists in each department.

Shifts shall be offered to the first person on the list. When an employee has accepted or declined the overtime, or is unavailable, the employee's name shall be moved to the end of the list.

The Employer shall maintain up-to-date records of overtime worked. No employee shall be required to work overtime when other qualified employees are willing and available to work.

#### 11.05 Overtime Call Out

**An employee who has completed their normal shift and left the worksite and who is called out by the Employer to perform overtime work shall be paid a minimum of three (3) hours at the applicable overtime rate.**

- (a) This Clause will only come into effect once in any three (3) hour period. Under no circumstances will the Employer pay for the same hour twice.**
- (b) Overtime call outs that require the employee to report to the worksite will be paid upon arrival at the worksite.**
- (c) Overtime call outs that do not require the employee to report to the worksite will be paid a minimum of one (1) hour at the applicable overtime rate.**



## 11.06 Overtime Meal Allowance

Employees are entitled to an overtime meal allowance of fifteen dollars (\$15.00) in the following circumstances and as per Article 10.05:

- (a) If an employee is required to report for an overtime opportunity within two (2) hours of when an employee is contacted (including before the start of their regular shift), it will be considered an overtime call out (Article 11.02). An employee will receive a meal allowance for each meal break they are entitled to.
- (b) If an employee finishes their shift and is called back to the worksite to work overtime that same day, an employee will receive a meal allowance for each additional meal break they are entitled to.
- (c) If an employee's shift is extended, the employee will be eligible for a meal allowance if they are required to work overtime following the completion of their regular hours of work for each additional meal break they are entitled to.

## ARTICLE 12 – GENERAL HOLIDAYS

12.01 The Employer recognizes the following holidays as General Holidays:

New Year's Day	Labour Day
Family Day	<b>National Day for Truth and Reconciliation</b>
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Heritage Day	Boxing Day

And any other day designated a general holiday by the Province of Alberta.

For the purposes of this Agreement, all of the aforementioned holidays shall be observed on the day proclaimed as a holiday. However, where Canada Day falls on a Sunday, July 2nd, shall be designated as the holiday.

### 12.02 General Holiday Pay

General Holiday pay will be the employee's average daily wage calculated as five percent (5%) of the employee's wages, General Holiday pay and vacation pay earned in the four (4) weeks immediately preceding the General Holiday.

12.03 When a General Holiday falls on an employee's day off, the employee shall:

- (a) be paid General Holiday pay, or,

- (b) at the request of the employee, bank the General Holiday pay to be taken with a future day off mutually agreed to by the employee and the Employer.

12.04 When an employee works on a General Holiday, that employee shall:

- (a) be paid one and one-half (1-1/2) times the hourly rate for all hours worked in addition to General Holiday pay, or
- (b) at the request of the employee, bank the General Holiday pay to be taken with a future day off mutually agreed to by the employee and the Employer.

12.05 Employees who do not work the General Holiday are entitled to receive General Holiday pay unless:

- (a) The employee does not work on a General Holiday but is required or scheduled to do so,
- (b) is absent from employment without the consent of the Employer on the employee's last regular working day preceding, or the first regular working day after, the General Holiday, or
- (c) The employee is not entitled to any General Holiday when the average daily wage is calculated in Article 12.02.

## **ARTICLE 13 – VACATION**

13.01 Regular Full-Time and Regular Part-Time Employees shall accrue vacation entitlement on a bi-weekly basis according to their anniversary of employment, in accordance with the following:

- (a) The vacation year is from January 1st to December 31st. of each year.
- (b) An employee entering the service of the Employer during the vacation year will:
  - (i) Commence accruing vacation from their date of employment; and
  - (ii) Not be entitled to take paid vacation until they have completed their probationary period.
- (c) Notwithstanding that an employee is accruing vacation during the vacation year, on January 1st of each year, the Employer will credit each:
  - (i) Regular Full-Time Employee with their maximum accrual under Clause 13.01 (f) for the vacation year; and
  - (ii) Regular Part-Time Employee with their minimum accrual under Clause 13.01 (f). Vacation pay earned in excess of the minimum accrual will be paid when earned each payday.

- (d) Vacation pay for Regular Full-Time Employees and Regular Part-Time Employees shall accrue as follows at the accrual rate in Clause 13.01 f) on all regular paid hours worked at the employee's regular rate of pay.
- (e) Vacation entitlement is as follows:

Anniversary of Continuous Employment	Accrual Rate	Regular Full-Time Employee Maximum vacation and pay accrual:	Regular Part-Time Employee Minimum vacation and pay accrual:
Upon hire	4%	80 hours (2 weeks)	50 hours
After 2 years (24 months)	6%	120 hours (3 weeks)	75 hours
After 5 years (60 months)	8%	160 hours (4 weeks)	100 hours
After 10 years (120 months)	10%	200 hours (5 weeks)	125 hours
After 15 years (180 months)	12%	240 hours (6 weeks)	150 hours

- (f) Any vacation not taken by December 31 of any vacation year will be paid out by March 31 of the following vacation year. An employee may request, in writing, prior to November 30, approval to carry over paid vacation hours equal to ~~one week~~ **two (2) weeks** of work on the employee's schedule to the following vacation year; approval will not be unreasonably withheld.
- (g) If a General Holiday falls during an employee's annual vacation, the employee shall be paid the General holiday pay for that day, not vacation pay.
- (h) If the employee's employment terminates during the vacation year, and the employee has taken more vacation pay than the employee has accrued, the amount owing to the Employer will be deducted from the employee's final pay entitlements. If the employee's final pay is insufficient to repay the Employer, the amount outstanding will be a debt owing to the Employer to be paid by the employee.

13.02 Vacation pay shall be at the normal rate of pay earned by the employee during that vacation period.

13.03 Part-Time, Term and Casual Employees shall:

- (a) be paid vacation pay on regular earnings, each payday, pro rata to full-time entitlements;
- (b) take a minimum of:
  - (i) two (2) weeks of vacation time if employed for five (5) or less years;

(ii) three (3) weeks of vacation time if employed for more than five (5) years.

13.04 If an employee so requests in writing, the Employer may provide the vacation time under Article 13.03 b) in two (2) or more periods.

13.05 Employees shall submit requests for time off in excess of their vacation time entitlement under this Article for approval under Article 14.03 General Leave.

13.06 Vacation Scheduling

Employees wishing to reserve vacation time shall submit their requests to their Supervisor/Manager using the Employee Self-Service available through the payroll system, no later than January ~~15~~ **30**. The Employer shall post an approved vacation schedule on or before ~~January 31~~. **February 15**. ~~Vacation requests may only be for the full posted and scheduled hours for any given day, and not any part thereof.~~ In the event of vacation request conflicts seniority shall prevail.

- (a) All additional vacation requests are to be submitted and approved electronically, using the Employee Self-Service capability available through the payroll system. The Employer will grant vacation requests wherever possible as operational requirements permit, on a first come first serve basis. **Vacation approvals shall not be unreasonable withheld and denials must have a reason stated in writing.**
- (b) Vacation requests submitted after January ~~15~~ **30** shall be held in order of receipt until the approved vacation schedule is posted. Vacation requests received after ~~January 31~~. **February 15** shall be answered in writing or through the payroll system by the Employer within five (5) working days of the request.
- (c) ~~An employee may request to take a half-day of vacation up to four (4) times in a calendar year. Approval of the request will be subject to the scheduling needs of the Employer.~~ **Vacation time can be used in hourly increments.**

13.07 Any regular employee leaving the service after qualifying shall receive their pro-rata portion of vacation pay computed in accordance with the above schedule.

## **ARTICLE 14 – LEAVE**

14.01 Witness and Jury Duty

An employee who is subpoenaed to appear in Court as a witness or a juror on a working day, during their regular hours of work, shall be allowed the required time off without loss of pay at their regular rate of pay, provided that any wage replacement or conduct money, exclusive of traveling expenses, paid the employee for such an appearance is given to the Employer.

#### 14.02 Maternity and Parental Leave

Maternity and parental leave shall be granted pursuant to the Alberta Employment Standards Code. Requests for extensions of maternity and parental leave will be considered by the Employer. Any extensions shall be without pay.

#### 14.03 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority when they request such leave for good sufficient cause. The approval of the Employer shall not be withheld without just cause.

- (a) The Employer agrees to pay employee's health benefit premium when they are on approved short-term disability and the health-related part of their maternity leave only. No benefits will be paid to anyone on voluntary leave of absence.
- (b) At the employee's option, the employee may continue their health benefits, excluding, the RRSP benefit, and shall pay all premium costs, both the Employer and employee portion, associated with the plans during approved leaves. The employee must pre-pay such premiums by post-dated cheques. Any Not Sufficient Funds (NSF) cheque payments) will result in the immediate cancellation of the employee's health benefits.

#### 14.04 Bereavement Leave

~~Full-Time or Regular Part-Time/Part-Time An E~~ **Employees who have completed thirty (30) calendar days of service shall be granted ~~may use~~ up to four (4) regularly scheduled consecutive work days leave without loss of pay to attend the funeral of for the purpose of the employee or their partner:**

- (a) a parent, ~~parent-in-law~~ **or step-parent,**
- (b) **current partner including fiancé(e), spouse,**
- (c) ~~brother, brother-in-law, sister, sister-in-law,~~ **siblings including step-siblings,**
- (d) child, **foster, legal ward or** stepchildren,
- (e) **a parent of the employee's minor or disabled children,**
- (f) **niece, nephew.**
- (g) **aunt, uncle,**
- (h) **guardian,**
- (j) son-in-law, daughter-in-law,
- (k) grandchild, **including great-grandchild**

(l) ~~or grandparent (including common-law relationships)~~

(m) **an indigenous Elder of the employee's aboriginal community.**

Where circumstances do not permit the employee to attend the funeral, the employee will be allowed one (1) day leave to mourn, upon the occasion of the bereavement. Other requests for bereavement leave will be considered by the Employer. **Employees may use one (1) or more days immediately following the death and the remaining days to attend a funeral, burial, memorial service or celebration of life scheduled at a later date.** Where the burial occurs outside of the Province, travelling time of up to five (5) additional days leave with pay shall be granted. The Employer has the right to request supporting documentation.

#### 14.05 Sick Leave

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, quarantined as a result of exposure to a contagious disease or under examination or treatment of a qualified medical practitioner. The parties agree that sick leave payments are intended only for protection of the income of employees who are unable to work for these reasons.

- (a) A Regular Full-Time Employee as described, in Article 1.03, having completed their probation period as at December 31 of the previous calendar year, shall be credited with ninety-six (96) hours of paid sick leave as at January 1, of the following calendar year.
- (b) A Regular Full-Time Employee completing their probation period, after January 1, in their initial year of hire, will, on the first pay period in the month following the completion the probation period be credited with sick leave, on a pro-rata basis as identified in a) above.
- (c) A Regular Part-Time Employee as described, in Article 1.04, having completed their probation period as at December 31 of the previous calendar year, shall be credited with sixty (60) hours of paid sick leave as at January 1, of the following calendar year.
- (d) A Regular Part-Time Employee completing their probation period, after January 1, in their initial year of hire, will, on the first pay period in the month following the completion the probation period be credited with sick leave, on a pro-rata basis as identified in c) above.
- (e) There is no provision to carry over any unused sick days from one calendar year to the next.
- (f) Employees must report their inability to work due to illness to their supervisor or the person designated to receive such reports at least three (3) hours before the start of their scheduled work, except in extenuating circumstances.

- (g) When no one other than the employee can provide for the needs of an immediate family member who is ill, an employee is eligible for up to a maximum of thirty-two (32) hours of leave in one calendar year to care for the family member. "Family member" means a spouse or common-law partner of the employee; a child of the employee or the employee's spouse or common law partner; and a parent of the employee or a spouse or common law partner of the parent living in the same household. It is understood that such leave will be deducted from the employee's sick leave bank.

### Proof of Illness

- (a)i-** Employees absent from work due to illness in excess of three (3) working days must produce a medical practitioner's certificate certifying their inability to work on the fourth day of illness. It is the employee's obligation to keep the supervisor informed of the status of illness (inability to work) on an ongoing basis.

An employee may be required to produce a certificate from a duly qualified medical practitioner at the Employer's request. Where an employee is required to produce a medical practitioner's certificate the Employer will reimburse the employee for any fees associated with obtaining it.

Failure to report or late reporting may result in their being considered AWOL even if a medical practitioner's certificate is produced later. In considering an employee being AWOL, etc. for failure to report and/or produce certificates as per the above reporting procedure, allowance will be given for any extenuating circumstances, medically or otherwise, which prevents the employee from reporting on time.

The Employer, either at time of notification of sick leave or by advance notice prior to future sick leave may require a medical certificate or report as proof of the validity of any sick leave and as proof of the employees fitness to return to duty. Failure to provide such a certificate when requested may disqualify an employee from receiving paid sick leave or may result in a refusal of permission for them to resume their duties.

- (b)ii-** Failure to comply with any of these requisites shall result in loss of pay for the day's absence. Continued failure in this regard will result in more serious discipline and may lead to termination of employment.

### 14.06 Illness in Excess of Five Days

A Regular Full-Time or Regular Part-Time Employee having served one hundred and twenty (120) calendar days of service shall receive short term disability and long-term disability benefits as referenced in Article 15.03.

#### 14.07 Special Leave

Employees may be allowed one or more days per calendar year for a leave of absence with pay and without loss of seniority and benefits for any of the following reasons:

- Employee's marriage,
- Marriage of employee's child, brother, or sister,
- Birth of male employee's child,
- Adoption of child by employee,
- Property damage due to acts of God requiring immediate attention,
- Moving employee's household,
- Formal hearing to become a Canadian citizen,
- Employee's, or employee's spouse or dependent's graduation.

Additional special leave not covered elsewhere in this Agreement may be considered with or without pay.

#### 14.08 Personal Leave Days

- (a) All Regular Full-Time Employees hired in a full-time position between the beginning of payroll period one (1) and the end of payroll period thirteen (13) of any year shall be entitled to sixteen (16) hours paid personal leave per year. The time off will be mutually agreed to between the employee and the supervisor; there shall be no carry-over to the following payroll year.
- (b) All Regular Full-Time Employees hired in a full-time position between the beginning of payroll period fourteen (14) and the end of payroll period twenty-six (26) of any year shall be entitled to eight (8) hours paid personal leave to be taken by the end of the year that it was earned. The time off will be mutually agreed to between the employee and the supervisor; there shall be no carry-over to the following payroll year. Subsequent year's entitlements will be sixteen (16) hours paid personal leave.
- (c) Employees will not be entitled to take personal leave during their probation period.

### **ARTICLE 15 – EMPLOYEE BENEFIT PLAN**

#### 15.01 Eligibility

All Regular Full-Time and Regular Part-Time employees as defined in **A**article 1.03 and 1.04 who have successfully completed their probationary period will be eligible for the following benefits.



#### 15.02 Basic Government Provided Medical Insurance Plan/s

One hundred (100%) percent of premiums for government operated hospital and/or Medical Insurance Plan/s, where applicable.

#### 15.03 Supplementary Benefit Plans:

The Employer shall pay ~~ninety percent (90%)~~ **one hundred percent (100%)** of premiums for benefits of eligible employees and their dependents as outlined in the Alberta Blue Cross Policy Number 76771, which includes Supplementary Health Benefits, Life Insurance, Dependent Life Insurance, Accidental Death and Dismemberment, Vision Care Insurance and Dental Benefits.

**Changes that result in deleted or reduced benefits coverage outlined in the Alberta Blue Cross Policy Number 76771 shall be subject to agreement between the Employer and the Union.**

Short Term Disability premiums will be split between the Employer and the employee with the Employer paying **eighty percent (80%)** and the employee paying **twenty percent (20%)**. Long Term Disability is also provided for eligible employees with the employees paying one hundred percent (100%) of the premiums.

- (a) Employees will be given an initial benefits' booklet, but detailed terms and conditions will be available electronically from the benefit provider.

Effective January 1, 2016, Paramedical coverage will be increased to one-thousand dollars (\$1000.00) for both Full-Time and Regular Part-Time Employees.

- (b) The Employer agrees that this policy and its coverage will not be reduced or eliminated without prior consultation and agreement with the Union.
- (c) Provided that the benefits of either the Extended Health Plan or the Dental Plan are not reduced, the Employer may at any time substitute another carrier or other carriers to underwrite such plan. The Union shall be advised of any such change in carrier.

#### 15.04 Registered Retirement Savings Plan (RRSP)

The Employer shall make contributions to an employee Registered Retirement Savings Program in the amount of ~~three~~ **four** percent (**34%**) of the employee's gross regular wages, contingent upon a matching ~~two~~ **three** percent (**23%**) contribution from the employee. At their option, employees can contribute to the RRSP, to the maximum allowable limits per calendar year, in excess of their ~~two~~ **three** percent (**23%**). This Registered Retirement Savings Program is in effect for all Regular Full-Time and Regular Part-Time Employees, as noted in 15.01, who have successfully completed their probationary period.

## ARTICLE 16 – DISCHARGE, SUSPENSION AND DISCIPLINE

In cases of discharge the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or Arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

- 16.01 (a) When the Employer deems it necessary to discipline an employee, such notice of discipline shall be given within ten (10) calendar days of the committing of the misdemeanor, or such act coming to the attention of the supervisor.
- (b) Where disciplinary action cannot be determined within this time period, the Employer shall inform the employee in writing within ten (10) calendar days of the committing of the misdemeanor or of such act coming to the attention of the supervisor, of the intent to investigate the matter and that further action may be taken.
- (c) Where discipline, discharge or suspension is to occur under (a) or (b) above, the employee shall be advised of the date and time of the meeting as well as the employee's right to be accompanied by a Union Representative. The employee shall be advised promptly in writing by the Employer of the reason(s) for such discipline and discipline imposed.
- (d) A Union Representative or Local Union officer shall have the right to consult with a CUPE Staff Representative **and/or Business Agent** and to have them present at any discussion with supervisory personnel which is likely the basis of disciplinary action, in accordance with Article 6.11.
- 16.02 In the case of a grievance arising out of discipline, discharge or suspension, such grievance shall be commenced at Step 2 of the grievance procedure within twenty (20) calendar days from the date the discharge or suspension was imposed.
- 16.03 (a) Any letters or notice of discipline of any type, shall be removed from the employee's personnel file after ~~twenty-four (24)~~ **twelve (12)** months following being issued, provided there has been no other incidents of discipline during that period of time.
- (b) An employee shall have the right, upon **written request** ~~reasonable notice~~ to the Employer **with at least seventy-two (72) hours notice**, to have access to review their personnel file, accompanied by a Union Representative, and shall have the right to receive a copy of any pertinent document relating to an outstanding grievance filed by the employee.

#### **16.04 Right to Have A Union Representative Present**

**An employee will have the right to have a Union Representative present at any time when the Employer is meeting with the employee for the purpose of:**

- (a) discipline or dismissal or investigation which may lead to discipline or dismissal, or**

**The Employer shall inform the employee of this right and give the employee twenty-four (24) hours to arrange for the Union Representative to be present.**

**If the employee waives the right to have Union Representation, the waiver must be presented to the employee by a Union Representative and signed by the employee and the Union Representative before the meeting commences.**

#### **ARTICLE 17 – NO STRIKES OR LOCK-OUTS**

- 17.01 It is agreed that during the life of this Agreement, there shall be no strike, slow down, or similar interruption of service by the employees nor shall the Union encourage such action, and further, there shall be no lock out by the Employer.

#### **ARTICLE 18 – TERMS OF AGREEMENT AND AMENDMENTS**

- 18.01 This Collective Agreement shall be in effect from January 1, ~~2018~~ **2023** to December 31, ~~2022~~**25** and shall continue from year to year thereafter unless either party gives the other party notice in writing between the period of 60 and 120 days prior to the termination date.
- 18.02 Where notice to negotiate amendments for a new collective agreement has been given, this Agreement shall continue in force and effect during the period that the parties bargain for a new collective agreement.
- 18.03 At any time during the existence of this Collective Agreement, any changes deemed necessary by mutual agreement of the parties, must be made in writing, and shall form part of this Collective Agreement.

#### **ARTICLE 19 – HEALTH, SAFETY AND ENVIRONMENT**

- 19.01 The Employer and the Union acknowledge their common concern for maintaining a safe and healthy working environment to prevent occupational injury and illness. In order to affect a thoroughly understood and accepted safety and health program for employees at work, it is agreed that joint and cooperative methods shall be encouraged.

A Joint Work Site Health and Safety Committee shall be established in accordance with Part 3 the Occupational Health & Safety Act. Worker representatives on the

committee are to be selected according to the procedures established by the Union. The committee shall meet quarterly or more frequently if required. A copy of all meeting minutes shall be made available to the Employer, employees, and Union.

- 19.02 (a) The Employer shall provide standard safety equipment as required, which shall include:

Work gloves and/or mitts	Hardhats
Rain protection	Safety belts
Safety face shields	Safety glasses
Ear protection	Kneepads
Insect repellent	Air packs
Sun block	

Safety equipment shall be made available as determined to be necessary by the employee's supervisor.

The Employer will supply uniforms, without charge, in accordance with its policy, as amended from time to time, to those employees required by the Employer to wear such uniforms. Employees required to wear uniform shirts will be provided with two (2) shirts. These uniforms shall not be worn other than on duty and shall remain the property of the Employer.

All items to be replaced or reissued, subject to the agreement of the Employer, must be returned. Upon termination, all items of clothing shall be returned to the Employer, or cost to be deducted from final monies owing to the employee.

- (b) It is a condition of employment, where required, that safety shoes be worn while on site at the workplace. Employees, who have passed their probationary period, shall be reimbursed as required by departmental policy, for the purchase of one pair of approved safety footwear in an amount of up to ~~one hundred and twenty five dollars (\$125.00)~~ **two hundred dollars (\$200)** per year, provided that receipt of such purchase is provided. This amount may be carried over into the next calendar year where mutually agreed with the employee's Supervisor.

## ARTICLE 20 – JOB SECURITY

- 20.01 The Employer agrees to consult with the Union and to allow the Union an opportunity to express their concerns and to present alternatives **ninety (90) days** prior to ~~engaging in~~ **proceeding with** any **proposed** contracting out where such ~~sub-contracting, transferring, leasing, assigning or conveying of the work or services to any person, employment or~~ **contracting out would result in a loss of employment** or reduction of regular hours on the part of any of the employees covered by this Agreement. ~~Employees~~ **The Union** will be given six (6) months' notice ~~of any such implementation~~ **prior to the effective date of any contracting out, which notice may be waived by the Union in its discretion. In the event that layoffs become necessary, all applicable terms and provisions of Article 9 will apply.**

## **ARTICLE 21 – RATES OF PAY**

- 21.01 (a) Following the re-negotiation for the renewal of the current Collective Agreement, any and all changes to the Agreement shall be effective on the date of ratification unless otherwise agreed by the Employer. Any retroactivity, agreed to by the Employer, will only apply to those employees on staff as at the date of ratification of the new agreement terms.
- (b) Effective with the first pay period starting in any calendar year, during the term of the Collective Agreement, employees shall be paid the rates of pay as set out in Schedule “A”.

### **21.02 Market Adjustment**

Should the Employer experience difficulty recruiting Employees for any position due to the rates of pay required by the marketplace, the Employer shall have the right to set Out of Schedule rates above the pay rates outlined in Schedule "A" for the position. The Union will be notified of Out of Schedule positions, pay rates and changes thereto. All incumbents in positions identical to those adjusted due to the market will be moved up to the Out of Schedule wage rate. Increments, if applicable, will be earned in accordance with the schedule of wages. Employees receiving Out of Schedule wage rates will be given six (6) calendar months' notice, in writing, of any reduction or cancellation of the Out of Schedule rates and will be returned to their normal rate in accordance to Schedule "A". A copy of such notice shall be provided to the Union.

## **Article 22 – GENERAL PROVISIONS**

22.01 The parties agree to share the cost of printing this Agreement on a fifty/fifty (50/50) basis. The final draft and the type of booklet shall be approved by both parties prior to printing.

### **22.02 Pay Days**

Employees shall be paid bi-weekly. On each payday, an electronic Itemized statement of wages, overtime and other supplementary pay and deductions will be available to employees online either through personal electronic access or Employer provided kiosk access.

### **22.03 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.

## 22.04 Temporary Foreign Workers

Notwithstanding various applicable federal and provincial legislation, the Employer agrees to advise the Union when Temporary Foreign Workers have been hired and be permitted an opportunity to orientate them to the Collective Agreement

22.05 The parties agree that for the purpose of the terms of this Agreement, acceptable written communication between the parties shall be surface mail, registered mail, courier, and email. In any and all instances, such written communication, in accordance with the terms of this agreement, shall be received by the other party by 5:00 pm at the end of the given business day – Monday to Friday inclusive.

22.06 Employees will be required to use the Employee Self-Service capability available through the payroll system, for the purpose of requesting time off, (vacation, personal time, and general leave without pay) and other employee management communication as directed by the Employer.

## **ARTICLE 23 – UNION LEAVE**

### 23.01 Leave of Absence for Full-time Union or Public Duties

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that the employee may be a candidate in a Federal, Provincial or Municipal election. Employees may continue benefits through the Employer at the employee's cost. If elected the employee shall be granted leave of absence without loss of seniority for the term of the elected office.

In the event of an employee being elected to a full-time executive position to a National or Provincial Labour Organization to which the Local Union is affiliated to or chartered by, the employee shall be given leave of absence for a period of up to two (2) years and extended in the event of re-election.

23.02 Leave of absence without pay for Union employment or to attend Union conventions, seminars or training session shall be granted under the following conditions:

- (a) In the event that an employee becomes a full-time Executive of CUPE Local 1505, the employee shall be granted leave of absence for the purpose of carrying out the duties of the employee's office. Such leave shall be deemed not to interrupt the employee's continuity of service. Upon notification of not less than one (1) month to the Employer, the employee will be reinstated in the position vacated, if available, or in another position mutually acceptable.
- (b) An employee selected by the Union Executive or Union membership to attend Union conventions, seminars, meetings, or training sessions shall be granted leave of absence. Leave of absence for these events shall be requested at least ten (10) working days in advance to the Employer. If more than one (1) employee is selected from the same classification or area, where their absence may result

in an area being unable to provide service, the Union will obtain approval for the leave from the Employer. Such leave shall not be unreasonably withheld.

23.03 Upon application the Employer shall agree to allow leave of absence for full-time duties with the CUPE National Organization for up to one (1) year. Thirty (30) days' notice before commencement of such full-time duties and thirty (30) days' notice before return to work shall be provided. The Employer agrees to provide an equivalent paid position upon return of such a person.

23.04 The notice from the Union requesting the leave under Article 23.02 a) and b) shall specify the date the leave of absence is to commence and end, the hours of pay and benefits that the Employer is to pay the employee during the leave. The Union will reimburse the Employer for the cost of pay and benefits after each pay period.

## APPENDIX "A"

The following job titles/classifications have been deleted from Schedule "A" in the 2018 – 2022 Collective Agreement:

<u>Job Title /Classification</u>	<u>Job Rate</u>
• Intermediate Dance Instructor	\$33.53
• Lifeguard (Level III)	\$29.86
• Lifeguard (Level V)	\$36.18
• Lifeguard (Level VI)	\$37.30
• Ice Operator	\$31.41

The current incumbents in the Lifeguard 3 classification at \$29.86 will be transitioned to the Lifeguard Instructor classification and will retain their current salary. When performing Aquatic Team Lead duties, these employees will receive \$31.56 under the Aquatic Team Lead classification.

One employee in the Job Title/Classification Cook I is being paid the Job Rate for the Chef de Partie in error.

All current incumbents of the above Job Titles/Classifications that are being deleted and the incumbent Cook I being paid at the Job Rate for the Chef de Partie will maintain their rates of pay and receive general increases applicable to Job Rates in Schedule "A" for as long as they retain their current positions.

The following job titles/classifications have been deleted from Schedule "A" in the 2018 – 2022 Collective Agreement; the incumbents will be moved to the following Job Title/Classifications:

<u>Former Job Title/Classification</u>	<u>New Job Title/Classification</u>
• Visual Arts Programs Coordinator	Art & Culture Coordinator
• Recycling Operator	Grounds Operator 2
• Slide Attendant (Entry & Level 1)	Slide Attendant
• Lifeguard (Entry Level & Level 1)	Lifeguard
• Lifeguard (Level II & III)	Lifeguard Instructor
• Lifeguard (Level III, IV, V, VI & VII)	Aquatics Team Lead
• Fitness Operations Coordinator	Sport & Fitness Coordinator
• Leagues Program Coordinator	Sport & Fitness Coordinator
• Banquet Team Lead	Food & Beverage Team Lead
• Box Office Representative	Guest Services Representative



**SCHEDULE A**  
**Schedule A - Wages**

Job Grouping	Job/Title/Classifications	2022		2023 (2%)		2024 (2%)		2025 (1.5%)	
		Prob. Rate	Job Rate	Prob. Rate	Job Rate	Prob. Rate	Job Rate	Prob. Rate	Job Rate
<b>Operations</b>									
	Back Shop (Level 1)	\$ 16.08	\$ 17.15	\$ 16.40	\$ 17.49	\$ 16.73	\$ 17.84	\$ 16.98	\$ 18.11
	Back Shop (Level 2)	\$ 17.88	\$ 18.95	\$ 18.24	\$ 19.33	\$ 18.60	\$ 19.72	\$ 18.88	\$ 20.01
	Building Operator	\$ 45.49	\$ 46.57	\$ 46.40	\$ 47.50	\$ 47.33	\$ 48.45	\$ 48.04	\$ 49.18
	Building Operator Team Lead	\$ 48.71	\$ 49.78	\$ 49.68	\$ 50.78	\$ 50.68	\$ 51.79	\$ 51.44	\$ 52.57
	Custodian	\$ 25.97	\$ 27.05	\$ 26.49	\$ 27.59	\$ 27.02	\$ 28.14	\$ 27.42	\$ 28.56
	Custodian Team Lead	\$ 28.90	\$ 29.97	\$ 29.48	\$ 30.57	\$ 30.07	\$ 31.18	\$ 30.52	\$ 31.65
	Event Attendant	\$ 16.45	\$ 17.53	\$ 16.78	\$ 17.88	\$ 17.11	\$ 18.24	\$ 17.37	\$ 18.51
	Event Laborer	\$ 23.30	\$ 24.38	\$ 23.77	\$ 24.87	\$ 24.24	\$ 25.36	\$ 24.60	\$ 25.75
	Grounds Operator (Level 1)	\$ 23.30	\$ 24.38	\$ 23.77	\$ 24.87	\$ 24.24	\$ 25.36	\$ 24.60	\$ 25.75
	Grounds Operator (Level 2)	\$ 25.97	\$ 27.05	\$ 26.49	\$ 27.59	\$ 27.02	\$ 28.14	\$ 27.42	\$ 28.56
	Grounds Operator Team Lead	\$ 28.90	\$ 29.97	\$ 29.48	\$ 30.57	\$ 30.07	\$ 31.18	\$ 30.52	\$ 31.65
	Handyman/Painter	\$ 34.85	\$ 35.92	\$ 35.55	\$ 36.64	\$ 36.26	\$ 37.37	\$ 36.80	\$ 37.93
	Mechanic	\$ 39.96	\$ 41.04	\$ 40.76	\$ 41.86	\$ 41.57	\$ 42.70	\$ 42.20	\$ 43.34
	Horticulturalist	\$ 30.86	\$ 31.93	\$ 31.48	\$ 32.57	\$ 32.11	\$ 33.22	\$ 32.59	\$ 33.72
	HVAC Technician	\$ 47.63	\$ 48.70	\$ 48.58	\$ 49.67	\$ 49.55	\$ 50.67	\$ 50.30	\$ 51.43

	Ice Operator (Entry Level)	\$ 21.98	\$ 23.05	\$ 22.42	\$ 23.51	\$ 22.87	\$ 23.98	\$ 23.21	\$ 24.34
	Ice Operator (Level 1)	\$ 25.97	\$ 27.05	\$ 26.49	\$ 27.59	\$ 27.02	\$ 28.14	\$ 27.42	\$ 28.56
	Ice Operator (Level 2)	\$ 28.63	\$ 29.70	\$ 29.20	\$ 30.29	\$ 29.79	\$ 30.90	\$ 30.23	\$ 31.36
	Pool Operator	\$ 32.60	\$ 33.67	\$ 33.25	\$ 34.34	\$ 33.92	\$ 35.03	\$ 34.43	\$ 35.56
	Pool Operator Team Lead	\$ 36.57	\$ 37.64	\$ 37.30	\$ 38.39	\$ 38.05	\$ 39.16	\$ 38.62	\$ 39.75
	Set Up Attendant	\$ 25.97	\$ 27.05	\$ 26.49	\$ 27.59	\$ 27.02	\$ 28.14	\$ 27.42	\$ 28.56
	Set Up Team Lead	\$ 28.90	\$ 29.97	\$ 29.48	\$ 30.57	\$ 30.07	\$ 31.18	\$ 30.52	\$ 31.65
<b>Administration</b>									
	Accounts Payable Coordinator	\$ 37.24	\$ 38.31	\$ 37.98	\$ 39.08	\$ 38.74	\$ 39.86	\$ 39.33	\$ 40.46
	Accounts Receivable Coordinator	\$ 37.24	\$ 38.31	\$ 37.98	\$ 39.08	\$ 38.74	\$ 39.86	\$ 39.33	\$ 40.46
	Guest Services Representative	\$ 25.97	\$ 27.05	\$ 26.49	\$ 27.59	\$ 27.02	\$ 28.14	\$ 27.42	\$ 28.56
	Guest Services Representative Team Lead	\$ 28.90	\$ 29.97	\$ 29.48	\$ 30.57	\$ 30.07	\$ 31.18	\$ 30.52	\$ 31.65
	Pro Shop (Level 1)	\$ 18.80	\$ 19.87	\$ 19.18	\$ 20.27	\$ 19.56	\$ 20.67	\$ 19.85	\$ 20.98
	Pro Shop (Level 2)	\$ 21.98	\$ 23.05	\$ 22.42	\$ 23.51	\$ 22.87	\$ 23.98	\$ 23.21	\$ 24.34
	Reservations and Rental Coordinator	\$ 37.70	\$ 38.77	\$ 38.45	\$ 39.55	\$ 39.22	\$ 40.34	\$ 39.81	\$ 40.94
	Starter Marshall	\$ 18.44	\$ 19.51	\$ 18.81	\$ 19.90	\$ 19.18	\$ 20.30	\$ 19.47	\$ 20.60
<b>Sport &amp; Recreation</b>									
	Aquatic Team Lead	\$ 32.76	\$ 33.83	\$ 33.42	\$ 34.51	\$ 34.08	\$ 35.20	\$ 34.59	\$ 35.72
	Art & Culture Coordinator	\$ 36.57	\$ 37.64	\$ 37.30	\$ 38.39	\$ 38.05	\$ 39.16	\$ 38.62	\$ 39.75

Assistant Lifeguard	\$ 20.46	\$ 21.54	\$ 20.87	\$ 21.97	\$ 21.29	\$ 22.41	\$ 21.61	\$ 22.75
Child Services Leader	\$ 21.73	\$ 22.80	\$ 22.16	\$ 23.26	\$ 22.61	\$ 23.72	\$ 22.95	\$ 24.08
Child Services Specialist	\$ 27.66	\$ 28.73	\$ 28.21	\$ 29.30	\$ 28.78	\$ 29.89	\$ 29.21	\$ 30.34
Climbing Wall Specialist	\$ 32.68	\$ 33.76	\$ 33.33	\$ 34.44	\$ 34.00	\$ 35.12	\$ 34.51	\$ 35.65
Group Fitness Instructor	\$ 37.71	\$ 38.78	\$ 38.46	\$ 39.56	\$ 39.23	\$ 40.35	\$ 39.82	\$ 40.95
Junior Camp Leader	\$ 16.45	\$ 17.53	\$ 16.78	\$ 17.88	\$ 17.11	\$ 18.24	\$ 17.37	\$ 18.51
Lifeguard	\$ 25.42	\$ 26.49	\$ 25.93	\$ 27.02	\$ 26.45	\$ 27.56	\$ 26.84	\$ 27.97
Lifeguard Instructor	\$ 28.14	\$ 29.21	\$ 28.70	\$ 29.79	\$ 29.28	\$ 30.39	\$ 29.72	\$ 30.85
Personal Trainer	\$ 50.27	\$ 51.34	\$ 51.28	\$ 52.37	\$ 52.30	\$ 53.41	\$ 53.09	\$ 54.22
Senior Camp Leader	\$ 20.46	\$ 21.54	\$ 20.87	\$ 21.97	\$ 21.29	\$ 22.41	\$ 21.61	\$ 22.75
Slide Attendant	\$ 17.88	\$ 18.95	\$ 18.24	\$ 19.33	\$ 18.60	\$ 19.72	\$ 18.88	\$ 20.01
Sport & Fitness Coordinator	\$ 36.24	\$ 37.32	\$ 36.96	\$ 38.07	\$ 37.70	\$ 38.83	\$ 38.27	\$ 39.41
Sport & Fitness Specialist	\$ 27.66	\$ 28.73	\$ 28.21	\$ 29.30	\$ 28.78	\$ 29.89	\$ 29.21	\$ 30.34
<b>Hospitality</b>								
Chef de Partie	\$ 30.99	\$ 32.06	\$ 31.61	\$ 32.70	\$ 32.24	\$ 33.36	\$ 32.73	\$ 33.86
Cook I	\$ 28.27	\$ 29.34	\$ 28.84	\$ 29.93	\$ 29.41	\$ 30.53	\$ 29.85	\$ 30.98
Cook II	\$ 23.08	\$ 24.15	\$ 23.54	\$ 24.63	\$ 24.01	\$ 25.13	\$ 24.37	\$ 25.50
Cook III/Dishwasher	\$ 20.21	\$ 21.28	\$ 20.61	\$ 21.71	\$ 21.03	\$ 22.14	\$ 21.34	\$ 22.47
Banquet Server	\$ 16.84	\$ 17.91	\$ 17.18	\$ 18.27	\$ 17.52	\$ 18.63	\$ 17.78	\$ 18.91

	Banquet Team Lead	\$ 23.13	\$ 24.21	\$ 23.59	\$ 24.69	\$ 24.06	\$ 25.19	\$ 24.43	\$ 25.57
	Restaurant Server & Bartender	\$ 16.84	\$ 17.91	\$ 17.18	\$ 18.27	\$ 17.52	\$ 18.63	\$ 17.78	\$ 18.91
	Restaurant Server & Bartender Team Lead	\$ 23.13	\$ 24.21	\$ 23.59	\$ 24.69	\$ 24.06	\$ 25.19	\$ 24.43	\$ 25.57
<b>Rural</b>									
	Aquatic Team Lead	\$ 32.76	\$ 33.83	\$ 33.42	\$ 34.51	\$ 34.08	\$ 35.20	\$ 34.59	\$ 35.72
	Custodian	\$ 25.97	\$ 27.05	\$ 26.49	\$ 27.59	\$ 27.02	\$ 28.14	\$ 27.42	\$ 28.56
	Guest Services Representative	\$ 25.97	\$ 27.05	\$ 26.49	\$ 27.59	\$ 27.02	\$ 28.14	\$ 27.42	\$ 28.56
	Ice Operator (Entry Level)	\$ 21.98	\$ 23.05	\$ 22.42	\$ 23.51	\$ 22.87	\$ 23.98	\$ 23.21	\$ 24.34
	Ice Operator (Level 2)	\$ 28.63	\$ 29.70	\$ 29.20	\$ 30.29	\$ 29.79	\$ 30.90	\$ 30.23	\$ 31.36
	Ice Operator (Level 1)	\$ 25.97	\$ 27.05	\$ 26.49	\$ 27.59	\$ 27.02	\$ 28.14	\$ 27.42	\$ 28.56
	Junior Camp Leader	\$ 16.45	\$ 17.53	\$ 16.78	\$ 17.88	\$ 17.11	\$ 18.24	\$ 17.37	\$ 18.51
	Lifeguard Instructor	\$ 25.42	\$ 26.49	\$ 25.93	\$ 27.02	\$ 26.45	\$ 27.56	\$ 26.84	\$ 27.97
	Senior Camp Leader	\$ 20.46	\$ 21.54	\$ 20.87	\$ 21.97	\$ 21.29	\$ 22.41	\$ 21.61	\$ 22.75
	Sport & Fitness Coordinator	\$ 37.70	\$ 38.77	\$ 38.45	\$ 39.55	\$ 39.22	\$ 40.34	\$ 39.81	\$ 40.94
	Sport & Fitness Specialist	\$ 27.66	\$ 28.73	\$ 28.21	\$ 29.30	\$ 28.78	\$ 29.89	\$ 29.21	\$ 30.34
<b>Legacy</b>									
	Lifeguard (Level III)	\$ 30.94	\$ 32.01	\$ 31.56	\$ 32.65	\$ 32.19	\$ 33.30	\$ 32.67	\$ 33.80
	Mechanic	\$ 45.59	\$ 46.57	\$ 46.50	\$ 47.50	\$ 47.43	\$ 48.45	\$ 48.14	\$ 49.18
	Ice Operator	\$ 32.60	\$ 33.67	\$ 33.25	\$ 34.34	\$ 33.92	\$ 35.03	\$ 34.43	\$ 35.56

**TERM: 3-Year agreement January 1, 2023-December 31, 2025**

**2.00% inflation recognition allowance payable on pay period 26 of 2022 on gross wages up to and including pay period 25 for all CUPE members. Any employee currently on the recall list will be paid their inflation recognition allowance based on their gross projected wages had they not been laid off.**

**2023 – 2.00 %**

**2024 – 2.00 %**

**2025 – 1.50 %**

**SCHEDULE “B”**

BETWEEN

REGIONAL RECREATION CORPORATION OF WOOD BUFFALO  
(Party of the first part)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505  
(Party of the second part)

**Re: Eight and One Half (8.5) Hour Employees**

The parties hereto agree to modify the Collective Agreement for those employees currently working eight and one half (8.5) shifts, and for the purposes of future eight and one half (8.5) The following clauses shall replace their numbers in, or be added to the Collective Agreement where appropriate.

**ARTICLE 11 – OVERTIME COMPENSATION**

11.02 Instead of cash payment for overtime, an employee shall have the option to receive time off, calculated at the rate of one and one-half (1.5) times the regular rate, at a time agreed to by the Employer. A maximum accumulation of fifty-four (54) hours may be banked, (i.e. 36 hours of overtime time at one and one-half). Time accumulated over fifty-four (54) hours will automatically be paid on the next pay period.

**SCHEDULE “C”**

BETWEEN

REGIONAL RECREATION CORPORATION OF WOOD BUFFALO  
(Party of the first part)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505  
(Party of the second part)

**Re: Twelve (12) Hour Employees**

The parties hereto agree to modify the Collective Agreement for those employees currently working twelve (12) hour shifts, and for the purposes of future twelve (12) hour shifts. The following clauses shall replace their numbers in or be added to the Collective Agreement where appropriate.

**Article 11 – Overtime Compensation**

11.02 Instead of cash payment for overtime, an employee shall have the option to receive time off, calculated at the rate of one and one-half (1.5) times the regular rate, at a time agreed to by the Employer. A maximum accumulation of seventy-two (72) hours may be banked, (i.e. 48 hours of overtime time at one and one-half). Time accumulated over seventy-two (72) hours will automatically be paid on the next pay period.

**Article 13 – Vacation**

Vacation entitlement is as follows:

<b>Anniversary of Continuous Employment</b>	<b>Shifts</b>	<b>Hours</b>
Two (2) weeks vacation	Seven (7) twelve (12) hour shifts	84 hours

Three (3) weeks vacation	Ten (10) twelve (12) hour shifts	120 hours
Four (4) weeks vacation	Fourteen (14) twelve (12) hour shifts	168 hours
Five (5) weeks vacation	Seventeen (17) twelve (12) hour shifts	204 hours
Six (6) weeks vacation	Twenty (20) twelve (12) hour shifts	240 hours



## **Article 14 – Leave**

### Sick Leave

A Regular Full Time Employee as described, in Article 1.03, having completed their probation period as at December 31 of the previous calendar year, shall be credited with one hundred and forty four (144) hours of paid sick leave as at January 1, of the following calendar year. A Regular Part-Time employee as described in Article 1.04 having completed their probation period as at December 31 of the previous calendar year shall receive a pro-rata amount.

### Illness in the Family

When no one other than the employee can provide for the needs of an immediate family member who is ill, an employee is eligible for up to a maximum of forty-eight (48) hours of leave in one calendar year to care for the family member. “Family member” means a spouse or common-law partner of the employee; a child of the employee or the employee’s spouse or common law partner; and a parent of the employee or a spouse or common law partner of the parent living in the same household. It is understood that such leave will be deducted from the employee’s sick leave bank.

### Personal Leave Days

- (a) All Regular Full-Time Employees hired in a full-time position between the beginning of payroll period one (1) and the end of payroll period thirteen (13) of any year shall be entitled to twenty four (24) hours paid personal leave per year. The time off will be mutually agreed to between the employee and the supervisor; there shall be no carry-over to the following payroll year.
- (b) All Regular Full-Time Employees hired in a full-time position between the beginning of payroll period thirteen (13) and the end of payroll period twenty-six (26) of any year shall be entitled to twelve (12) hours paid personal leave to be taken by the end of the year that it was earned. The time off will be mutually agreed to between the employee and the supervisor; there shall be no carry-over to the following payroll year. Subsequent year’s entitlements will be twenty-four (24) hours paid personal leave.
- (c) Employees will not be entitled to take personal leave during their probationary period.

**SCHEDULE “D”**

**BETWEEN**

**REGIONAL RECREATION CORPORATION OF WOOD BUFFALO  
(Party of the first part)**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505  
(Party of the second part)**

**SEVERANCE PAY**

---

**A Permanent employee who has been notified by the Employer, pursuant to Clause 9.04 of the Collective Agreement that they are to be laid off, may opt to accept severance pay as provided in this Schedule in lieu of exercising their rights under the provisions of Article 9.**

**If an eligible employee wishes to exercise their option under this Schedule, the employee shall notify the Employer within seven (7) calendar days of receipt of the notice of layoff. In the absence of such notice, the provisions of Article 9 will prevail.**

**If an eligible employee notifies the Employer of a request to opt for severance pay under this Schedule, the employee shall be paid severance pay based on two and one-half (2 ½) weeks payment for each year of continuous service to a maximum of fifty-two (52) weeks.**

**In exchange for this payment, the eligible employee waives all rights to the provisions of Article 9 and will tender their resignation from employment on a date mutually agreed between the employee and the Employer.**

**An eligible employee is entitled to the assistance of a Union Representative in**

**applying for benefits under this Schedule and in all resulting transactions.**

**LETTER OF UNDERSTANDING #1**

between

Regional Recreation Corporation of Wood Buffalo,

and

Canadian Union of Public Employees, Local 1505

**Re: Living Allowance**

---

The Employer agrees that all employees will be paid a living allowance calculated and paid as noted below:

**Regular Full-Time Employees**

All Regular Full-Time Employees will receive five hundred seven dollars and seventy cents (\$507.70) on a bi-weekly basis paid as living allowance, in addition to their earnings.

**Regular Part-Time Employees**

All Regular Part-Time Employees will receive three hundred seventeen dollars and fifty cents (\$317.50) on a bi-weekly basis paid as living allowance, in addition to their earnings.

**Part-Time Employees**

All Part-Time Employees will be paid a living allowance based on their regular hours worked using the following formula:

<b>Employees who work from 30 to 39 hours per pay period</b>	<b>\$50.00</b>
Employees who work from 40 to 49 hours per pay period	\$75.00
Employees who work from 50 to 59 hours per pay period	\$100.00
Employees who work from 60 to 69 hours per pay period	\$125.00
Employees who work from 70 to 79 hours per pay period	\$150.00

Employees who work from 80 hours or more per pay period      \$200.00

## LETTER OF UNDERSTANDING #2

between

Regional Recreation Corporation of Wood Buffalo,

and

The Canadian Union of Public Employees Local 1505

### **Re: Employee Membership Privileges**

---

Recognizing the importance of ONE Team actively participating in the features, amenities and programs within the RRC, the Employer agrees to continue the practice of issuing a credit for membership to all Facilities under the Regional Recreation Corporation of Wood Buffalo (RRC).

Annual Single Membership for Full-Time Employees will be made available on a year to year basis. Should an employee decide to apply their Single Membership credit towards a Family Membership, the Employer will provide an additional fifty percent (50%) credit of the difference in cost, at the prevailing annual rates.

Regular Part-Time/Part-Time Employees will be eligible for the above credit for full-time employees, based on seventy percent (70%) of the Annual Adult Single Membership, and thereafter on a year to year basis. As with full-time employees, at the employee's discretion, this credit may be applied to a family Membership package.

Should an employee leave the service of the Employer they will be reimbursed a pro-rated amount of the family membership that the employee paid for.

All employees will also be awarded a nontransferable discount for a single golf membership in accordance with RRC's practice as follows:

Full-Time Employees, 70% credit for one of four Membership options, 10 Golf Passes or 20 Driving Range passes

Regular Part-Time/Part-Time Employees, 70% credit for one of four Membership options.

The above noted memberships will hold no cash value and will not be eligible for a refund or exchange. Upon termination of employment, the employee will become ineligible for the above membership rights.

The above mentioned credits are subject to review by RRC, and following any decision to change the above practice, employees on staff and the Union, will be given thirty (30) days' notice if these credits are to be adjusted, decreased or eliminated. Newly hired employees will be governed by the terms in place at their time of hire.

### **LETTER OF UNDERSTANDING #3**

between

Regional Recreation Corporation of Wood Buffalo,

and

The Canadian Union of Public Employees, Local 1505

#### **Re: Recognition Bonus**

---

RRC recognizes the contribution our ONE Team plays in providing premium customer service to our guests. Our Team members are not just responsible for delivering our exceptional experience but are the key to our many successes across the entire organization. It is important that each employee is aware of their ability to impact the overall success of the Corporation.

In that regard the Employer will allocate eighty-five (85%) percent of event driven gratuities earned in the Hospitality Department to those Bargaining Unit employees who work such events, based on actual hours worked per event. Such gratuities will be paid monthly, on employees' pay voucher, for the previous month's events.

Fifteen (15%) percent such event driven gratuity will be allocated to a "recognition bonus account" which will be divided equally among all other Bargaining Unit employees, based on hours worked, ~~in Facilities Management, Finance and Administration, permanent employees in Golf and Grounds, Sports and Recreation and Aquatic and Leisure Services,~~ and paid on an annual basis. Employees on staff as of the date of payment and who have at least six (6) months of service as at December 31, of the event year, will be paid in February of each year their eligible portion of the hosted events over the January 1 to December 31 period of the previous business year.

This change in practice is introduced to emphasize the impact of each individual on the overall experience delivered by ONE Team. It is the ability to perform as one aligned team that will maximize the value of this benefit to the employee.



## LETTER OF UNDERSTANDING #4

between

Regional Recreation Corporation of Wood Buffalo,

and

Canadian Union of Public Employees Local 1505

### **Aquatics Instructors**

---

The Employer will provide two (2) hours per lesson set for all Aquatics Instructors to be scheduled during regular hours for all Full-Time Employees and as per employee availability for all Part-Time Employees. It is understood that all employees will be allotted a minimum of five (5) minutes between lessons in any given workday.

## LETTER OF UNDERSTANDING #5

between

Regional Recreation Corporation of Wood Buffalo,

and

Canadian Union of Public Employees Local 1505

### Training & Development Opportunities

---

**WHEREAS** the Employer and Union have jointly agreed to work together to enable the Employer to provide training and development opportunities for employees, when determined by the Employer is possible, by reducing job qualifications based on development opportunity.

**AND WHEREAS** reductions in qualifications does not compromise the level of services provided to patrons and user groups within the organization.

**AND WHEREAS** positions that required specific job requirements which are governed by regulatory requirements will not be eligible for the purpose of this agreement.

**THEREFORE**, the Parties have agreed to implement “training and development” opportunities on a case by case basis which promotes and fosters individual and organizational effectiveness.

### Guiding Principals

1. Human Resources will facilitate the Recruitment process and adhere to the provisions within the Collective agreement that apply. *Article 8. Promotions and Vacancies*
2. Training and development opportunities will be available to employees who meet the following:
  - (a) Employees must have successfully completed the probationary period, and have completed nine (9) months of service in their current role as outlined in Articles 7.03 & 8.05

- 3. Employees will be placed on a trial period as per *Article 8.04* at which time both employee and employer will evaluate overall suitability and exercise the option of returning to their former position if required.**
- 4. Employees who are successfully recruited into permanent and or promotional opportunities must meet the job qualifications within their trial period. If the employee is unable to meet the full job qualifications within the trial period, the employer may extend the time frame to two (2) years when supported by the department, employee and union.**
- 5. The Employer, in consultation with the Union Executive or their appointed delegate, will have the ability to waive qualifications where determined to continue to meet business needs or operational needs when filling a position temporarily or work being assigned as outlined in *Article 8.06*.**
- 6. Employees may be expected to participate in additional educational and training programming deemed necessary as part of the developmental plan and success.**

**LETTER OF UNDERSTANDING #6**

**Between**

**Regional Recreation Corporation of Wood Buffalo,**

**And**

**Canadian Union of Public Employees, Local 1505**

**Legacy Casual Employee Seniority**

---

**The Employer agrees that all legacy casual employees transitioning from casual to part-time as a result of the elimination of the casual employment type shall have their seniority date match the date of Collective Agreement ratification.**

**Furthermore, these employees will have their seniority order determined by their hire date. If the employees have the same hire date, their seniority order will be determined by the spelling of their last name, or where their last name is the same, by their first name.**