

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE TRI MUNICIPAL LEISURE  
FACILITY CORPORATION**

**AND**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL Union No. 955**

**June 5, 2006 – December 31, 2009**

# COLLECTIVE AGREEMENT

between

**THE Tri-Municipal Leisure Facility Corporation**, a municipal corporation of the Province of Alberta (hereinafter referred to as the 'Centre')

-of the first part -

and

**THE International Union of Operating Engineers, Local Union No. 955** (hereinafter referred to as the 'Union')

-of the second part -

## 1 TERM OF AGREEMENT

The duration of this Agreement shall be from the date of ratification by the Union for the period to Dec 31, 2009. All provisions of this Agreement shall become effective on the date of ratification unless otherwise specifically provided.

This Agreement shall take effect on the date of ratification and shall continue in force and effect beyond the expiration date from year to year thereafter unless notification of desire to amend the Agreement is given in writing by either party to the other not more than one hundred and twenty (120) days, nor less than sixty (60) days prior to the expiration date, and negotiations will commence in accordance with the requirements of the applicable legislation or as otherwise may be mutually agreed, and the existing Agreement shall remain in force until either the expiration date of the Agreement has passed and a lockout has commenced in accordance with the provisions of the Alberta Labour Relations Code or until the expiration date of this Agreement has passed and a strike has commenced in accordance with the provisions of the Alberta Labour Relations Code.

Changes to this Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by the signing officers of the parties to the Agreement.

## 2 PURPOSE OF AGREEMENT

2.1 The purpose of this Agreement is:

- a) To maintain an harmonious and cooperative relationship between the Centre and the employees covered by the Union's certification.
- b) To provide an amicable method of settling differences or grievances which may arise between the Centre and the employees.
- c) To promote the mutual interests of the Centre and the employees.

- d) To set out certain benefits, wage rates and working conditions which have been negotiated for employees in positions within the scope of the Union certificate.

### **3 UNION RECOGNITION**

#### 3.1 Union Sole Agent

- a) This Agreement covers all the employees whose bargaining rights are held by the Union under Alberta Labour Relations Board Certificate Number 27-2003, or any amendment thereto. The Centre recognizes the Union as the sole bargaining agent.
- b) The Centre agrees not to bargain collectively with any other labour organization affecting employees covered by the certification mentioned in Article 3.1a) during the life of this Agreement. The Centre shall not make any special arrangement that contravenes provisions of the Collective Agreement with any individual or group of individuals other than with appointed or elected Union representatives.

#### 3.2 Rights of Union Officers

- a) The Union shall inform the Centre in writing as to the names and addresses of its officers, negotiating committee members, shop stewards and any other persons who are authorized representatives of the Union in matters which are appropriate under the provisions of this Agreement. The Union shall also inform the Centre in writing of any changes to such list of names.
- b) No Union activity, other than grievance handling as permitted or negotiations/meetings involving both management and the Union, shall take place on Centre time, without the prior approval of the Director concerned. Such permission shall not be unreasonably denied.
- c) Representatives of the Union shall not suffer any loss of pay or benefits for the time involved in meetings with the Centre on grievance and arbitration procedures. The Union shall pay for wages and benefits for up to three (3) employees for negotiations for collective bargaining. The Centre agrees that when permission is granted to a shop steward from the steward's area supervisor, the shop steward may conduct a review of any dispute arising from the application of this Agreement. Such permission shall not be unreasonably denied.

#### 3.3 Membership and Check Off

- a) The Centre shall deduct from all employees covered by this Agreement an amount equal to the monthly dues. In all instances, such deductions shall be forwarded to the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of names, addresses, amount of dues deducted, and total wages of those employees from whose wage deductions have been made, covered by the Union certificate.
- b) The Union agrees to notify the Centre if there is to be any change in the amount of Union dues which the Centre is authorized to deduct under Article 3.3a).
- c) The Centre shall supply to each employee within the bargaining unit a copy of this Agreement within thirty (30) days of the signing of this Agreement. All new employees within the unit shall be supplied with a copy of this Agreement by the Centre when they are hired. The Union shall produce the documents and the cost of production shall be equally shared.

## **4 MANAGEMENT RIGHTS**

- 4.1 The Union recognizes that the Centre retains all rights of Management not specifically limited by the express terms of this Agreement.
- 4.2 Without limiting the generality of the foregoing, the Centre reserves all rights not specifically restricted or limited by the provisions of this Collective Agreement including the rights to:
- a) maintain order, discipline, efficiency and to make, alter and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement.
  - b) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit or classification will be continued or declared redundant.
  - c) hire, promote, transfer, layoff and recall Employees.
  - d) demote, discipline, suspend or discharge for just cause.

## **5 DEFINITIONS OF EMPLOYEES**

- 5.1 A "Permanent fulltime employee" is an employee of the Centre who has been appointed to a permanent position and who has successfully completed the required probationary period based on forty (40) hours per week.
- 5.2 A "Permanent part-time employee" is a regular scheduled employee who has been appointed to a permanent position and who has successfully completed the required probationary period based on less than the regular hours per day or less than the regular days per week on an ongoing basis who works twenty eight (28) hours or more per week.
- 5.3 Part time employee who has been appointed to a position and who has successfully completed the required probationary period.
- 5.4 A "temporary employee" is a n employee hired for a specific job not to exceed 12 months .
- 5.5 A "casual employee" is an employee who has successfully completed the required probationary period and is substituting for an employee who is on sick leave, leave of absence, vacation, or to fill a position on an as needed basis. This person does not fill a permanent fulltime or permanent part-time employee's position on a permanent basis.
- 5.6 A "probationary employee" is an employee who is serving the required probationary period.
- 5.7 A "trial employee" is an employee serving a trial period.

## **6 GENDER AND NUMBER**

- 6.1 Words importing the singular number shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender and vice versa wherever the content of this Agreement so requires.

## **7 TRIAL AND PROBATION PERIODS**

- 7.1 The normal probationary period for employees shall be ninety (90) calendar days, with the Centre reserving the right to extend this period to a further ninety (90) days in special circumstances after consultation with the Union. All applicable rights under this agreement will be provided to the Union.
- 7.1 a) Employees serving a probationary period may be terminated by the Centre during the probationary period without recourse to the grievance procedure or Arbitration. The decision of the Managing Director shall be final and binding.
- 7.2 A trial period is the first ninety (90) calendar days after a change of position. A change of position means a promotion or transfer into another position as a result of a job posting competition or promotion.
- a) Employees who have been transferred or promoted but who fail to perform satisfactorily during the trial period shall be returned to their former position without loss of seniority and shall be compensated at the rate for the former position.
- b) Employees who have been transferred or promoted but who desire to return to their former position during the trial period may do so without loss of seniority and shall be compensated at the rate for the former position.
- c) Any other employee who has been transferred or promoted as a result of another transfer or promotion that is reversed as a result of 8.2 shall be returned to their former position and salary without loss of seniority.

## **8 DISCRIMINATION**

- 8.1 The Centre and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of their membership or activity in the Union. The parties agree to act in accordance with The Individuals Rights Protection Act.

## **9 POSTING AND FILLING VACANCIES**

- 9.1 When a position is created or becomes vacant in any department and the Centre intends to fill it, the notice of the vacancy shall be posted as soon as possible on all department notice boards for seven (7) calendar days in order that employees from all departments may have the opportunity of applying for the position, and one (1) copy of the vacancy notice shall be forwarded to the Union. Postings shall be consistent with the job description and shall include the number of hours per week for the position. In the event a position is not to be filled immediately, the Union will be advised and given the reason why it is not being filled.
- 9.2 In determining the successful applicant to vacant positions coming within the jurisdiction of the Union, the required knowledge, qualifications and skills of the position shall be the primary considerations for hiring and, where two or more applicants are equally qualified to fulfill the duties of the position, seniority shall be the determining factor.
- 9.3 Bargaining unit employees shall be considered along with all applications outside the bargaining unit. Current employees that apply for positions shall be interviewed if they have the qualifications and skills.

9.4 When a vacancy occurs in a Centre position outside the scope of this Agreement, current employees shall, upon application, receive consideration according to their suitability and qualifications and skills.

## **10 LAYOFF AND RECALL**

10.1 In the event of lay-off by the Centre, employees shall be laid off within each affected department by classification series in the reverse order to their seniority provided that those remaining have the required knowledge, qualifications, abilities, and skills to fill the positions available. The Centre and the Union will meet prior to any layoffs and cutbacks in the affected areas. The least senior employee will be laid off accordance with FTE in their department.

It is understood that permanent fulltime employees shall also have the opportunity to exercise their seniority rights over permanent part-time employees and permanent part-time employees shall also have the opportunity to exercise their seniority rights over part time or temporary employees.

10.2 Employees shall be recalled in order of their seniority within each affected department by classification series when work becomes available provided they have the required knowledge, qualifications, abilities, and skills to fill the positions available.

It is understood that permanent fulltime employees shall also have the opportunity to exercise their seniority rights over permanent part-time employees and permanent part-time employees shall also have the opportunity to exercise their seniority rights over part time or temporary employees.

10.3 Where an extended layoff situation has occurred for a permanent fulltime or permanent part time position has been abolished, notice given will be as per Employment Standards.

10.4 Employees on layoff shall have their previously accumulated seniority, sick leave reinstated if they are recalled within twelve (12) months of their layoff date. Seniority and previously accumulated service allowances and benefits will be lost if the employee fails to report within fourteen (14) days of receiving notice.

10.5 Laid off employees shall keep their department and the Personnel Department apprised of their current address and phone number.

10.6 Any employee involved in the layoff procedure, shall not bump into a position of a higher FTE. Employees can only bump to an equal or less FTE.

## **11 CONTRACTING OUT**

11.1 No employee presently employed by the Centre within the scope of this Agreement shall lose their employment with the Centre, during the life of this Agreement, as a direct result of contracting out. The Centre will meet with the Union prior to any contracting out of any positions occurring.

## **12 SENIORITY**

12.1 Seniority shall apply to employees based on the employee's length of service in a permanent fulltime position and permanent part time position covered by this Collective Agreement, plus

any accumulated service prior to Union certification. Part time employees shall earn seniority based on hours worked and seniority will be recognized for job postings and grid movement.

12.2 An employee shall not lose seniority rights if they are absent from work due to sickness, accident, or approved leave of absence. Nor accumulate seniority while on an approved leave of absence of more than thirty (30) days.

12.3 An employee shall only lose their seniority in the event:

- a) They are dismissed for just cause and are not reinstated.
- b) They resign.
- c) They fail to return to work within fourteen (14) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Centre informed of their current address.
- d) They are laid off for a period longer than one (1) year.

### **13 HOURS OF WORK**

13.1 Regular hour of work shall be eight (8) or ten (10) hours depending on the shift schedule and the department. Part time employees may be scheduled less hours for a shift.

Employees working a flexible work week in accordance with an exemption granted under the Employment Standards Code shall be paid at the rate of time and one-half (1½x) for all hours worked at the direction of the Centre in excess of his maximum scheduled daily or weekly hours of work under the ESC exemption.

13.2 Overtime shall occur after eight (8) hours if the employee is working an eight (8) hour shift, or after ten (10) hours, if the employee is working a ten (10) hour shift, or after forty (40) hours in one week. Overtime must be authorized by area supervisor and/or Director.

13.3 Employees shall have eight hours off between shifts.

13.4 The normal work week shall be from Sunday to Saturday.

13.5 Employees who work longer shifts shall not have their shifts altered so that overtime does not occur during the work week.

13.6 Shift schedules shall be posted 28 days in advance of implementation of the shift schedule. Employees shall be contacted in person regarding any schedule changes. Shift changes must be in writing and approved in writing by the area supervisor.

13.7 Employees shall not work split shifts unless it is mutually agreed by the area supervisor and the employee and executed in writing.

13.8 a) All efforts will be made to call in casual, part time, permanent part time, permanent fulltime employees to cover employee disruptions to the shift schedule in each department.

b) Shift changes can be changed with less than 28 days notice by mutual agreement between the employee(s) and the area supervisor.

c) These shift changes will be made in 13.8.b with the least amount of disruption for the employee(s) in their department.

## **14 REST PERIODS**

14.1 In every four (4) hours of work or five (5) hours of work, as applicable, employees are permitted to stop work for a paid rest period not exceeding fifteen (15) minutes.

14.2 Any shifts greater than five (5) hours shall receive a one-half (1/2) hour unpaid lunch break.

14.3 Employees who are required to remain on site in their respective work area during their one-half (1/2) lunch will be paid for the break.

## **15 ANNUAL VACATIONS**

15.1 Permanent fulltime employees and permanent part time employees (prorated) shall be entitled to:

- a) Three (3) weeks of vacation at evaluated rate of pay during the first five (5) years of service.
- b) Four (4) weeks of vacation at evaluated rate of pay in the sixth (6th) and each subsequent year of service up to and including the ninth (9th) year of service.
- c) Five (5) weeks of vacation at evaluated rate of pay in the tenth (10th) and each subsequent year of service.

15.2 Part time, casual and temporary employees shall receive vacation pay as per Employment Standards.

15.3 Permanent fulltime employees must utilize their vacation entitlement each year or the remainder; however, if the above has been applied, an employee may carry over one half of entitlement per year to a maximum accumulation equal to their annual entitlement, upon approval of the Department Director.

15.4 If a holiday falls or is observed during or adjacent to an employee's annual vacation, that day shall not be considered a day of vacation but shall be paid as a holiday in accordance with this section.

## **16 HOLIDAYS**

16.1 Employees who have worked for the Centre for thirty (30) days in the previous twelve (12) months shall be entitled to the evaluated daily pay for the holidays listed in 16.4 providing:

- a) the employee is not on an approved leave of absence that is of more than fifteen (15) working days duration; and
- b) the employee works the holiday if the holiday is a required day of work for the employee; and
- c) the employee does not have an unauthorized absence on their last scheduled working day before the holiday or on their first scheduled working day after the holiday.



- d) employees being laid off or recalled from layoff shall be entitled to pay for a holiday providing the foregoing conditions are met and providing the holiday falls on or is observed on the day of or the day immediately before or after the commencement of a period of layoff or immediately before or after the date of recall.

16.2 In addition, permanent fulltime and permanent part-time employees that qualify for Statutory Holiday pay who are required to work on a holiday shall be given an equivalent amount of time off on the next regularly scheduled day of work or another day as mutually agreed by the area supervisor and the employee.

16.3 All employees other than permanent fulltime will receive 4.8% holiday pay for the named holidays on each pay cheque.

16.4 Named Holidays are:

New Year's Day	Civic Holiday in August
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	December 26 (Boxing Day)
	Christmas Floater Day (permanent staff only)

and all holidays proclaimed or adopted by The Centre or Alberta Provincial Government.

When a Named Holiday falls on Saturday or Sunday the following Monday will be observed as the holiday.

The Christmas Floater Day is designed to allow five (5) consecutive days off in conjunction with Christmas but must be taken off at a mutually agreed upon time by the area supervisor.

## **17 SICK LEAVE**

17.1 The Employer shall grant to each permanent fulltime employee one and one half (1 ½) work days of sick leave per month to an accumulation of one hundred and twenty (120) working days.

Permanent part time employees shall earn sick leave (pro-rated).

17.2 All employees shall, prior to the commencement of their scheduled shift, notify their area supervisor that they will be unable to report for work due to sickness. A four (4) hour notice is preferred.

17.3 A doctor's certificate shall be provided by the employee when claiming sick leave in excess of three consecutive working days or if requested by the Centre.

17.4 During any period of layoff the employee shall not be entitled to any sick leave with pay.

17.5 The Centre's obligation in granting of accumulated sick leave shall cease immediately when an employee is separated from the Centre's employment for any reason.

## **18 WORKERS' COMPENSATION**

18.1 When an employee is unable to work as a result of a compensable illness or accident that occurs in the course of their work, they shall be covered under the Workers' Compensation Act.

18.2 The Centre will continue to pay the Centre's share of all applicable benefits. Eg. (Pension, Group Life Insurance and Medical and Dental, Alberta Health Care).

## **19 LEAVE WITHOUT PAY**

19.1 All Leaves of absence exceeding four (4) weeks requires the Managing Director approval. Should an employee not be granted a leave of absence of more than 30 days, the employee shall be rehired at the current rate that they left at if the service is required and the position is posted. The service will be reinstated and accrued from that point on if the employee reapplies for the same position within three months.

## **20 PERSONAL LEAVE**

### **20.1 Compassionate Leave**

- a) Permanent fulltime and permanent part time and part time employees when scheduled shall be granted temporary leave of absence of up to a maximum of three (3) consecutive working days, without the loss of pay, in case of serious illness or death of the employee's parent, guardian, spouse, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or grandchild. Employees shall be paid for the time that they are scheduled for.
- b) When traveling time is required to attend a funeral service, up to an additional two (2) days may be granted as necessitated by travel, for a maximum of five (5) days total.
- c) Benefits under compassionate leave will not be effective until the completion of three (3) complete months of employment.
- d) In the event of a death of a close friend or relative, permanent fulltime, permanent part time, and part time employees if scheduled shall be granted up to one (1) day with pay to attend the funeral provided that prior approval is obtained from their area supervisor.

### **20.2 Employee Medical and Dental Appointments**

Permanent fulltime employees can request time off work for dental or medical appointments, which would be deducted from available sick leave. Every effort shall be made to schedule appointments outside of scheduled work hours.

### **21.3 Additional Leave**

All additional requests for the purpose listed in clause 20.1 and 20.2 shall be at the discretion of the department Director.

## **21 PARENTING LEAVE**

21.1 Maternity and Parental Leave shall be in accordance to the Employment Standards Code and the Centre's, policy manual.

21.2 An employee on parenting leave will not lose seniority. Nor shall seniority be gained or accumulated.

21.3 Upon return from parenting leave, an employee shall be entitled to purchase prior service into the Local Authorities Pension Plan.

#### **21.4 Effects of Leave without pay on an Employee's Benefits**

Where an employee is on leave of absence without pay the following shall apply.

- 1) An employee shall not accumulate vacation entitlement.
- 2) The employee shall pay in advance the full premium cost of insurance benefits. Premium payments affected for: Group Insurance, Dental Insurance, Alberta Health Care Insurance, Extended Medical Benefits.
- 3) Sick Leave cannot be drawn while on leave without pay.
- 4) The employee shall not accumulate sick leave credits.
- 5) Payments shall not be granted for any named holidays occurring during a leave without pay, or occurring prior to actual resumption of normal duty.
- 6) Contributions to Local Authorities Pension Plan shall be administered in accordance with Legislation and regulations of the Local Authorities Pension Plan.

#### **22 COURT LEAVE**

22.1 An employee who is summoned for jury duty, subpoenaed as a witness, or subpoenaed as a defendant as a result of official duties, shall not suffer any loss of salary and provided that all fees payable to them as a result, are paid to the Centre.

22.2 This provision includes a request from an officer of the court or other peace officer to participate in a line up.

#### **23 GENERAL BENEFITS**

##### **23.1 Employee Application**

- a) The benefits of this section only apply to permanent fulltime employees who meet the criteria for coverage unless otherwise specified.

23.2 Pension - Permanent fulltime Employees who participated with another local authority or public body with whom there is a reciprocal transfer agreement in effect shall commence the pension contributions immediately.

##### **23.3 Benefits**

- a) The Centre shall be responsible for one hundred (100%) percent of the premium cost of Alberta Health Care Insurance for permanent fulltime employees and 70% for permanent part-time employees who work 28 or more hours per week.
- b) The Centre shall pay the full premium cost of the Plan as per the A.U.M.A benefit plan for The Centre, as per the Centre policy of September 25, 2002 or any increase to this plan.

## **24 SUPPLEMENTARY MEDICAL AND DENTAL PLAN**

24.1 The Centre agrees that, if a change to the benefit carrier (i.e.A.U.M.A.) is made, an equivalent level of coverage to the plan will be provided. Any change to the Plan will be discussed with the Union prior to implementation.

## **25 INSTRUCTION COURSES**

25.1 The Centre agrees to pay the full cost of any courses of instruction required by the Centre for any employee to better qualify the employee to do their job with prior approval of the Centre. Such payment will be made when the employee has successfully completed the course.

25.2 a) In the event that there is a need for recertification, the Centre will reimburse the employee on the successful completion based on the employee's prorated hours compared to a permanent fulltime employee. The Centre agrees to pay the full cost for recertification of First Aid, CPR and NLS (lifeguards). Should an employee terminate their position with the Centre in the following six (6) months of the course, the employee shall have the cost of the course deducted from their last pay cheque.

b) Should an employee who has the certification to do their job be asked to change certification by the Centre, the employee shall have this certification cost fully paid for.

## **26 TRAINING AND PROMOTIONS BASED ON FURTHER TRAINING**

26.1 Employees may be permitted to enter into a career development program whereby they are permitted to work through different areas at the initiation of the department Director and the approval of the Union and, once successfully through the training program, the employee will receive the appropriate pay if they assume the position.

Employees shall undertake to remain with the Centre for twelve (12) months from the date of notifying the Centre of successful completion of the course. Should employees choose to leave the Centre, they shall refund any monetary assistance given by the Centre, within the twelve (12) month prior to the date of termination deducted from their final pay.

26.2 Seniority will not always prevail.

## **27 PROTECTIVE CLOTHING AND EQUIPMENT**

27.1 All safety equipment that the Centre has agreed to supply shall be kept in proper working condition by the Centre. Defective and faulty equipment shall be reported immediately to the area supervisor.

## **28 EMPLOYEE PROTECTION**

28.1 Quarantine

No employee shall enter any building or portion thereof which is under quarantine.

## **29 RESIDENCE**

29.1 Employees shall keep their area supervisor and the Personnel Department apprised of their current address and phone number.

## **30 SAFETY REGULATIONS AND SAFETY COMMITTEE**

30.1 Employees shall adhere to safety policies developed by the Centre. A Job Steward shall be part of the committee and all hours spent at meetings shall be paid at their regular rate of pay.

## **31 STAFF IDENTIFICATION**

31.1 The Centre employees shall be required to wear identification name tags at all times during their working hours.

## **32 CLASSIFICATIONS**

32.1 In the event that the Centre creates a new class which is not included in this Agreement and which falls within the jurisdiction of the Union, the rate of wages and/or working conditions shall be negotiated by the Centre with the Union before advertising any position within this class in accordance with the posting procedures set forth in this Agreement.

32.2 If a satisfactory conclusion to negotiations has not been reached within fourteen (14) calendar days of the date of the notice by the Centre to the Union of the creation of the said class, the posting of any vacancy in this class shall be made according to the rates of wages and working conditions set out by the Centre, but, notwithstanding such posting, the rates of wages and working conditions of the new class shall still be a matter of negotiation between the Centre and the Union, and the notice of posting shall contain the following statement:

"The final settlement for rates of wages and working conditions is being negotiated. The resultant rates of wages shall be retroactive to the date of the appointment."

32.3 An employee or group of employees who considers that the duties or responsibilities of their position have significantly changed, may request a review of the allocation of their position to another classification on Schedule A.

32.4 To initiate a request, the employee will request in writing a review of their position allocation, and supply a job description to the Department Director and the Union. This request will be supplemented by a written statement signed and dated by the Employee as to why a change to the current allocation should be considered.

32.5 When the information specified in clause 32.4, is received, the Director will acknowledge receipt with written confirmation to the employee. The Director will make such arrangements as are necessary to have the position properly reviewed and will provide a decision in writing, within thirty (30) calendar days of receipt of the request to the employee and the Union.

32.6 An employee who disagrees with the decision rendered by the Director shall, within ten (10) working days from the date of receipt of the decision, initiate a challenge; otherwise, the request is considered resolved and further action cannot be initiated for a period of at least six (6) months from the date of the department Director's decision.

32.7 An employee wishing to challenge a decision may do so subject to the time frames specified in clause 32.6 and will notify the Managing Director and the Union of their intention to challenge the decision.

32.8 If the Union decides the employee's challenge is valid, the Union shall, within ten (10) working days of receiving the employee's written intent to challenge the Department Director's decision, submit in writing to the Managing Director their position on, and justification of, the employee's challenge.

32.9 Where a challenge is processed in accordance with clause 32.9 to the Managing Director or their designate shall hold a hearing within twenty (20) working days from the day that the Managing Director received the Union's position on the challenge and a written decision on the challenge together with the reasons therefore shall be given to the Union and the employee within twenty (20) working days of the hearing. The decision of the Managing Director shall be subject to the grievance procedure.

32.10 As the final disposition of a position evaluation review, any change in position allocation shall be implemented retroactive to the date the position description was received by the Department Director.

Note: The mandatory time limits specified in the section may be waived with the mutual consent of both parties.

### **33 OVERTIME**

33.1 Overtime for employees shall be paid at one and one half (1 ½ x) their hourly rate. They shall be paid at one and one half (1 ½ x) their hourly rate for holidays as stated in 16.4.

33.2 No employee shall be required to work overtime against their wishes when other employees are available to perform the required work. All overtime must be authorized by the area supervisor and/or Director.

33.3 A one-half (1/2) hour paid lunch break will be allowed employees working four (4) hours overtime beyond their regular shift. Where an employee is called in to work overtime they will receive a one-half (1/2) hour paid lunch break upon completion of five (5) hours of overtime worked. In emergencies the area supervisor may delay the commencement of the lunch break.

33.4 Permanent fulltime and permanent part time employees shall have first ~~right of refusal~~ opportunity for overtime. All overtime must be approved by the area supervisor.

### **34 BANKED OVERTIME**

34.1 For each overtime hour worked, an employee shall have the option of receiving overtime pay or banking time at 1 ½ X times regular rate.

34.2 The employee must designate on their timesheet, their choice of cash payment or lieu time.

34.3 An employee may bank up to a maximum of 40 hours to be taken within four months and prior to year end unless previously approved by their Director.

34.4 Employees may request the Centre to payout any portion of their banked overtime hours at the pay rate at which it was earned and prior to the next timesheet submission.

### **35 CHANGE OF WORK ASSIGNMENTS**

35.1 When an employee is assigned by the head of a department in writing to substitute for any period of time to fulfill the job responsibilities in a position that is covered by this Agreement and that is at a higher rate of pay than their own position, the employee shall be paid \$1.00 extra immediately upon appointment for the duration of the assignment. Such assignment shall be rotated between qualified employees where practical.

35.2 A employee who is required to temporarily assume a position which carries with it a lesser rate of pay shall suffer no reduction in their regular rate of pay.

### **36 REPORTING PAY**

36.1 In the event that an Employee reports for work as scheduled and is requested by the Centre to leave prior to the completion of the scheduled shift, the Employee shall be compensated for the inconvenience by a payment equal to two (2) hours pay (including hours worked), at their basic rate of pay, or for all hours worked on that shift, or three (3) hours at the minimum wage whichever is greater or at the overtime rate if overtime occurs.

36.2 Callouts shall be paid at two (2) hours at the employee's regular rate of pay or three (3) hours at the minimum wage for each call-out, which ever is the greater or at the overtime rate if overtime occurs.

36.3 All staff meetings that are mandatory and if scheduled outside of the normal work hours for that employee, 36.2 shall apply.

### **37 SAFETY FOOTWEAR ALLOWANCE**

37.1 Boot Allowance - All those permanent fulltime and permanent part time (prorated) employees who are required to wear CSA safety footwear shall, upon presentation of a receipt, be entitled to an allowance for the purchase of C.S.A. approved safety work boots, to a maximum of one hundred fifty (\$150.00) dollars every two years. Permanent fulltime employees may be eligible, upon approval of the Director to be reimbursed upon presentation of a receipt to a maximum of an additional one hundred fifty (\$150.00) dollars every two years to replace C.S.A. approved safety work boots that have worn out and have to be worn with accordance to the Centre's H & S manual.

### **38 PAY DAYS**

38.1 All employees shall have their pay directly deposited to an account of the employee's choice in a bank or other financial institution. It is understood that pay will be for all time indicated up to the Sunday at 6.00 a.m. An employee's pay will be deposited no later than 12:01 p.m. on the Friday. The Centre will provide a minimum of one hour notice if there is a problem with the deposit so that the employee can make special arrangements. At The Centre's discretion, cheques may be issued to employees.

### **39 DISCIPLINE AND DISMISSAL**

39.1 Discipline must be appropriate to the cause and in accordance with the principles of progressive discipline.

39.2 The Centre reserves the right to discipline Employees for just cause. Copies of all disciplinary reports, other than documented oral reprimands, shall be provided to the Union, indicating clearly the exact nature of same. Should the Union or the Employee be of the opinion that any

discipline is improper, then that disciplinary action may be the subject of a grievance and, if it is the subject of a grievance, then such grievance shall be processed in accordance with the grievance procedure of this Agreement.

39.3 Past disciplinary reports shall be deemed void after a period of twenty-four (24) months unless the subject matter is of an unresolved grievance.

39.4 An Employee shall be entitled to have access to their personnel file and shall be given a copy of their personnel file upon request not more frequently than four times in a calendar year, or when an Employee has filed a grievance. The Employee may reply in writing to any document contained in the file which reflects upon their work performance with the Centre and such reply shall become part of their permanent record.

39.5 Where an area supervisor documents an oral reprimand which was given to an Employee, and where such documentation is placed on the Employee's personnel file, the Employee will be made aware of such documentation and shall be provided with a copy of such documentation upon their request.

39.6 Where an Employee is required to meet with a representative of the Centre for the purpose of applying discipline to said Employee, the Employee shall, should the Employee so desire, be entitled to have a Union representative present during such meeting.

#### **40 GRIEVANCE PROCEDURE**

40.1 Any difference concerning the interpretation, application, operation or alleged violation of this Agreement shall be settled without stoppage of work in accordance with the following procedures.

40.2 Grievances shall be of two (2) types, namely:

- (a) Individual grievances, that is, grievances relating to or affecting the rights of one or more specific individuals.
- (b) Policy grievances, that is, grievances which cannot be made a grievance of an individual employee and must be initiated by the Union.

40.3 The procedure for the settling of grievances shall be as follows:

- (a) An Employee who believes that they have a problem arising out of the interpretation, application, administration or alleged violation of this Collective Agreement shall first discuss the matter with their area supervisor within ten (10) weekdays of the date they first became aware of, or reasonably should have become aware of, the occurrence. "Immediate Supervisor" means that "out of scope" person from whom an employee normally receives their work assignments. The employee shall have the right to be accompanied by the Job Steward or Local Union Officer while discussing the matter with the area supervisor. A sincere attempt shall be made by both parties through discussion to resolve the problem at this level. The area supervisor shall advise the employee of the decision within ten (10) weekdays of the date when the matter was first discussed. In the event that it is not resolved satisfactorily within ten (10) weekdays of its being discussed with the area supervisor, it will be advanced in accordance with the following steps.
- (b) If the decision of the area supervisor does not settle the grievance, the Union must within five (5) working days from the day that the decision was received by the Union, appeal the decision in writing to the Director of the Department and such appeal shall specify the



nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested.

- (c) Following a meeting to hear the grievance, the Director of the Department shall render a written decision on the grievance within ten (10) business days of the day that the grievance was appealed to the Director of the Department together with the reasons for his decision.
- (d) If the decision of the Director of the Department does not settle the grievance, the Union must within five (5) working days from the day that the decision was received by the Union, appeal the decision in writing to the Director and such appeal shall specify the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested.
- (e) If the decision of the Director of the Department does not settle the grievance, the Union must within five (5) working days from the day the decision was received by the Union, provided that the grievance has been properly processed in accordance with the grievance procedure, refer the grievance to an Arbitration Board as herein after set out.
- (f) A policy grievance must be initiated in writing by the Union with the Managing Director within fifteen (15) working days from the time of the incident which gives rise to the grievance. The policy grievance shall specify the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested. Clauses (d) and (e) shall apply to the processing of a policy grievance.
- (g) or the purposes of this Article 40.3, "business days" shall mean consecutive days exclusive of Saturday, Sunday or Named Holidays identified in Article 16.

40.4 Where there is a failure by an employee or the Union to follow the grievance procedure, including a failure to comply with any of the time limits prescribed in the grievance procedure, the grievance shall be deemed to have been withdrawn and abandoned.

40.5 Where there is a failure, by the Centre, to comply with any of the time limits prescribed in the Grievance Procedure, the grievance shall be deemed to have been advanced to the next step.

40.6 Time limits in the grievance procedure may be extended by mutual agreement between the Centre and the Union, which may be agreed to in writing.

40.7 Upon mutual agreement that is in writing, the Centre and the Union may apply for grievance mediation. This decision rendered by the mediator shall not be binding unless mutually agreed to.

40.8 When a grievance is referred to arbitration under this Agreement, the notice referring the matter to arbitration shall state the name and address of the nominee of the Union. Within seven (7) working days thereafter, the Centre shall advise the Union of the name and address of its nominee to the Arbitration Board. The two (2) arbitrators shall then select a third person who shall be Chairman of the Arbitration Board.

40.9 If the Centre fails to appoint a nominee within the time limit specified, or if the two (2) nominees fail to agree upon a chairman within seven (7) working days of their appointment, the required appointment shall be made by the Mediation Services upon the request of either party.

- 40.10 The Arbitration Board shall determine its own procedure and shall give all parties the opportunity to present evidence and make representations.
- 40.11 The Arbitration Board shall hear and determine the grievance and shall issue an award in writing and its decision is final and binding upon the Centre and the Union and upon any employee affected by it. The decision of the majority is the award of the Arbitration Board, but if there is no majority, the decision of the chairman governs and it is then deemed to be the award of the board.
- 40.12 Each party to the arbitration shall bear the expense of its respective nominee to the Arbitration Board and the two parties shall bear equally the expenses of the chairman.
- 40.13 The Arbitration Board, by its decision, shall not alter, amend or change the terms of this Collective Agreement.
- 40.14 The time limits fixed in the arbitration procedure may be extended by the mutual consent of the parties.
- 40.15 By agreement between the Centre and the Union, a grievance may be referred to a single arbitrator rather than a three person Arbitration Board as provided for in this Article.

#### **41 BULLETIN BOARDS**

- 41.1 The Centre will provide space on two (2) bulletin boards located in staff areas for Union Business.

#### **42 JOINT LABOUR MANAGEMENT COMMITTEE**

- 42.1 A Joint Labour Management Committee shall meet during the term of this Collective Agreement to discuss any areas of concern of either party. The Job Stewards and the Union Business Agent shall be a part of this committee.

#### **43 SPECIAL PROJECT PROGRAMS**

- 43.1 Special rates of pay, benefits and working conditions will be negotiated for special project programs in which the Centre may wish to take advantage of, for which provincial and federal subsidies are available.

#### **44 ADDENDUM UPDATE**

- 44.1 Any addendum to the Collective Agreement that may currently be in effect will be corrected and updated as needed during the life of this agreement to conform to the current Collective Agreement.

#### **45 ADDITIONAL ALLOWANCES**

- 45.1 Permanent fulltime, permanent part time and part time employees shall receive a single membership to the use of the facility.

**46 COLLECTIVE AGREEMENT SIGNING PAGE**

IN WITNESS WHEREOF the Centre, by its officers, has hereunto affixed its corporate seal and the Union, by its proper officers, has hereunto affixed its seal and executed this Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2006

**Tri-Municipal Leisure Facility Corporation**

**International Union of Operating Engineers, Local Union No. 955**

\_\_\_\_\_  
Dwight Ganske, Chairman

\_\_\_\_\_  
Doug Gosset

\_\_\_\_\_  
Roger Smolnicky

\_\_\_\_\_  
Bruce Kiryluik

\_\_\_\_\_  
Ron Macdonald

**SCHEDULE A WAGE SCHEDULE**

1. Permanent fulltime employees shall progress from one step of the wage schedule to the next step, based on the permanent fulltime employee's anniversary date.
2. Permanent part time employees and part time employees shall progress from one step of the wage schedule to the next step based on when the employee has worked 1040 hours or the employees anniversary date, which ever comes later.
3. Should a current employee from any classification be hired into a new classification, that employee will go to the first step of the new classification and a new anniversary date will be established at that time.
4. Casual employees will always be at Step 1 of the wage schedule for that year.

# Letter of Understanding #1

Between

Tri-Municipal Leisure Facility Corporation

And

International Union of Operating Engineers, Local Union No. 955

Leases reverting back to Tri Municipal Leisure Facility Corporation.

This is the letter of understanding notwithstanding Article 11 of the collective agreement between IUOE Local 955 and the Tri Municipal Leisure Facility Corporation.

Should the Centre enter into hiring employees for any lease operations on a trial basis, these employees with the exception of Supervisors would fall under the scope of the collective agreement and wages shall be negotiated at this time for the length of the trial time. We reserve the right to revert back to a lease situation for any current leased space for any reason.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2006

**Tri-Municipal Leisure Facility Corporation**

**International Union of Operating Engineers, Local Union No. 955**

\_\_\_\_\_  
Dwight Ganske, Chairman

\_\_\_\_\_  
Doug Gosset

\_\_\_\_\_  
Roger Smolnicky

\_\_\_\_\_  
Bruce Kiryluik

\_\_\_\_\_  
Ron Macdonald

## Letter of Understanding #2

Between

Tri-Municipal Leisure Facility Corporation

And

International Union of Operating Engineers, Local Union No. 955

### Classification of Facility Operator I and II

For the classification of Facility Operator I and II, the average rate for those positions in the City of Spruce Grove Collective Agreement and the Town of Stony Plain Collective Agreement in those years will become the rates for this Collection Agreement for year 2, year 3 and remaining 7 months will be at 2% wage increase for the Collective Agreement with the Centre.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2006

**Tri-Municipal Leisure Facility Corporation**

**International Union of Operating Engineers, Local Union No. 955**

\_\_\_\_\_  
Dwight Ganske, Chairman

\_\_\_\_\_  
Doug Gosset

\_\_\_\_\_  
Roger Smolnicky

\_\_\_\_\_  
Bruce Kiryluik

\_\_\_\_\_  
Ron Macdonald

## Schedule A – Wage Schedule

Classification	Effective Date	Step 1	Step 2	Step 3
CSR I Fitness Attendant I Child Services I	June 5, 2006	\$12.48	\$ 12.98	\$ 13.50
	June 5, 2007	\$13.41	\$ 13.94	\$ 14.50
	June 5, 2008	\$13.81	\$ 14.36	\$ 14.94
	June 5, 2009	\$14.09	\$ 14.65	\$ 15.23
CSR II Fitness Attendant II Child Services II	June 5, 2006	\$14.19	\$ 14.76	\$ 15.35
	June 5, 2007	\$15.12	\$ 15.72	\$ 16.35
	June 5, 2008	\$15.57	\$ 16.19	\$ 16.84
	June 5, 2009	\$15.89	\$ 16.52	\$ 17.18
Bookings Clerk Admin Clerk Corporate Clerk Head Cashier	June 5, 2006	\$15.95	\$ 16.59	\$ 17.25
	June 5, 2007	\$16.87	\$ 17.55	\$ 18.25
	June 5, 2008	\$17.38	\$ 18.08	\$ 18.80
	June 5, 2009	\$17.72	\$ 18.44	\$ 19.17
Lifeguard I	June 5, 2006	\$13.17	\$ 13.70	\$ 14.25
	June 5, 2007	\$13.57	\$ 14.11	\$ 14.68
	June 5, 2008	\$13.97	\$ 14.53	\$ 15.12
	June 5, 2009	\$14.25	\$ 14.83	\$ 15.42
Lifeguard II	June 5, 2006	\$15.19	\$ 15.80	\$ 16.43
	June 5, 2007	\$15.65	\$ 16.27	\$ 16.92
	June 5, 2008	\$16.12	\$ 16.76	\$ 17.43
	June 5, 2009	\$16.44	\$ 17.10	\$ 17.78
Lifeguard/Deck Supervisor	June 5, 2006	\$17.04	\$ 17.72	\$ 18.43
	June 5, 2007	\$17.55	\$ 18.25	\$ 18.98
	June 5, 2008	\$18.08	\$ 18.80	\$ 19.55
	June 5, 2009	\$18.44	\$ 19.18	\$ 19.94
Slide Attendant Facility Support Labourer	June 5, 2006	\$10.00		
	June 5, 2007	\$10.30		
	June 5, 2008	\$10.61		
	June 5, 2009	\$10.82		
Facilities Operator I Custodial I Maintenance I	June 5, 2006	\$17.13	\$ 17.82	\$ 18.53
	June 5, 2007	\$17.64	\$ 18.35	\$ 19.09
	June 5, 2008	\$18.17	\$ 18.91	\$ 19.66
	June 5, 2009	\$18.54	\$ 19.28	\$ 20.05
Facilities Operator II Maintenance II	June 5, 2006	\$18.80	\$ 19.55	\$ 20.33
	June 5, 2007	\$19.36	\$ 20.14	\$ 20.94
	June 5, 2008	\$19.94	\$ 20.74	\$ 21.57
	June 5, 2009	\$20.34	\$ 21.16	\$ 22.00