

COLLECTIVE AGREEMENT

BETWEEN

THE TRI-MUNICIPAL LEISURE FACILITY CORPORATION



AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL UNION NO. 955



January 1, 2019 – December 31, 2022

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Preamble

**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 -

The Parties agree as follows:

**ARTICLE 1 PURPOSE OF COLLECTIVE AGREEMENT**

- 1.1 The purpose of this Collective Agreement is:
- 1.1.1 To maintain a harmonious and cooperative relationship between the Centre and the employees covered by this Collective Agreement.
  - 1.1.2 To provide an amicable method of settling differences or grievances which may arise between the Centre and its employees and the Centre and the Union.
  - 1.1.3 To promote the mutual interests of the Centre and the employees.
  - 1.1.4 To set out certain benefits, wage rates and working conditions which have been negotiated for employees in positions within the scope of this Collective Agreement.
  - 1.1.5 To provide flexible staffing guidelines to meet the recreational industry's rapidly changing high standards of customer service and staff performance and to encourage efficiency in operations.

**ARTICLE 2 TERM OF COLLECTIVE AGREEMENT**

- 2.1 This Collective Agreement shall be in effect on the first of the month following the signing of the Collective Agreement and shall remain in effect until December 31, 2022.
- 2.2 Either party desiring to amend or terminate this Collective Agreement shall give notice in writing to the other party, not less than sixty (60) days or not more than one hundred and

twenty (120) days immediately preceding the expiry date of this Collective Agreement.

- 2.3 Following receipt of notice under Clause 2.2, negotiations between the parties will commence in accordance with the requirements of the applicable legislation or as otherwise may be mutually agreed, and the existing Collective Agreement shall remain in force until either the expiration date of the Collective 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 Collective Agreement has passed and a strike has commenced in accordance with the provisions of the *Alberta Labour Relations Code*.
- 2.4 Changes to this Collective 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 Collective Agreement.

### **ARTICLE 3 MANAGEMENT RIGHTS**

- 3.1 The Union recognizes that the Centre retains all rights of Management not specifically limited by the express terms of this Collective Agreement.
- 3.2 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:
  - 3.2.1 Maintain order, discipline, and efficiency. 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.
  - 3.2.2 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.
  - 3.2.3 Hire, promote, transfer, layoff and recall employees.
  - 3.2.4 Demote, discipline, suspend or discharge employees for just cause.

### **ARTICLE 4 DEFINITIONS OF EMPLOYEES**

- 4.1 A "permanent full-time employee" is an employee of the Centre who has been appointed to a permanent full-time position based on forty (40) hours per week and who has successfully completed the required probationary period.
- 4.2 A "permanent part-time employee 1" is an employee who has been appointed to a permanent part-time position for a minimum of twenty-eight (28) hours/week or fifty-six (56) hours biweekly and who has successfully completed the required probationary period. These hours shall reflect hours worked on a continuing basis in their current position in an assigned department and for recurring specified periods of more than six (6) months per year. The employer shall make every reasonable effort to create permanent positions.

- 4.3 A "permanent part-time employee 2" is an employee who has been appointed to a permanent part-time position between fifteen (15) and twenty seven (27) hours/week or thirty (30) and fifty-four (54) hours biweekly and who has successfully completed the required probationary period. These hours shall reflect hours worked on a continuing basis in their current position in an assigned department and for recurring specified periods of more than six (6) months per year.
- 4.4 A "part-time employee" is an employee who has been appointed to a part-time position with scheduled hours and who has successfully completed the required probationary period.
- 4.5 A "temporary employee" is an employee of the Centre who has been appointed to a temporary position for a predetermined period of time or a predetermined task or to replace a permanent full-time or permanent part-time employee who is on approved leave. A temporary position shall be for a period of greater than six (6) consecutive months and shall not exceed twenty-four (24) consecutive months.
- 4.6 A "casual employee" is an employee who is hired to work on an as needed basis and as such, is not appointed to either a permanent or temporary position.
- 4.7 A "probationary employee" is an employee who is serving the required probationary period under the Collective Agreement.
- 4.8 A "seasonal employee" is an employee who is hired to work a continuous, predetermined amount of time of no greater than six (6) consecutive months.

## **ARTICLE 5 INTERPRETATION**

- 5.1 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 Collective Agreement so requires.
- 5.2 Unless otherwise specifically provided for in this Collective Agreement, all applicable provisions of this Collective Agreement will be applied to eligible employees on a pro-rata basis based upon the comparison of an employee's hours of work to the normal hours of work for a full-time employee.  
  
(Pro ration is based on forty (40) hours/week which is the full-time equivalent).
- 5.3 This Collective Agreement does not apply to persons employed in any of the following:
  - 5.3.1 Short term programs designed in response to annual breaks such as Christmas break, spring breaks, and summer breaks, excluding the Stony Plain Pool;
  - 5.3.2 Work experience programs; and
  - 5.3.3 Special or wage subsidy cost-shared programs funded in whole or in part by Municipal, Provincial, and/or Federal Government(s) such as STEP.

## **ARTICLE 6 UNION RECOGNITION**

- 6.1 The Centre recognizes the Union as the exclusive bargaining agent for those employees of the Centre under Alberta Labour Relations Board Certificate Number 27-2003.
- 6.2 The Centre shall deduct from employees covered by this Collective Agreement dues as set by the Union. The Centre shall forward the dues to the Union not later than the fifteenth (15th) day of the month following deduction, accompanied by a list showing the name, dues deducted, and total wages of each employee.
- 6.2.1 The Union agrees to notify the Centre if there is to be any change in the amount of dues which the Centre is authorized to deduct.
- 6.2.2 The Centre shall supply to each employee within the bargaining unit a copy of this Collective Agreement within thirty (30) days of the signing of this Collective Agreement. All new employees within the unit shall be supplied with a copy of this Collective Agreement by the Centre when they are hired. The Union shall produce the documents.
- 6.2.3 The Union shall inform the Centre in writing as to the names and Business 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 Collective Agreement. The Union shall also inform the Centre in writing of any changes to such list of names.
- 6.2.4 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 Supervisor concerned. Such permission shall not be unreasonably denied.
- 6.2.5 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 Collective Agreement. Such permission shall not be unreasonably denied.

## **ARTICLE 7 PROBATION AND TRIAL PERIODS**

- 7.1 The normal probationary period for employees shall be ninety (90) days worked up to a maximum of six (6) months whichever comes first. The Centre reserves the right to extend this period a further three (3) months under special circumstances after consultation with the Union.

- 7.2 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 Centre shall be final and binding.
- 7.3 A trial period is the first three (3) months 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, transfer or promotion.
- 7.3.1 An employee who has been transferred or promoted but who fails to perform satisfactorily during the trial period or who desires to return to their former position 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.
- 7.3.2 Any other employee who has been transferred or promoted as a result of another transfer or promotion that is reversed as a result of Sub-Clause 7.3.1 shall be returned to their former position and salary without loss of seniority.

## **ARTICLE 8 POSTING AND FILLING VACANCIES**

- 8.1 When a position covered by this agreement 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. In the event a position is not to be filled immediately, the Union will be advised within a reasonable time.
- 8.2 In determining the successful applicant to vacant positions coming within the jurisdiction of the Union, the required knowledge, qualifications, disciplinary record and skills of the position shall be the primary considerations for hiring and, where two (2) or more applicants are equally qualified to fulfill the duties of the position, seniority shall be the determining factor. If seniority is also equal then final approval will rest with the General Manager.
- 8.3 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.
- 8.4 When reoccurring positions become available, current TLC employees will not be required to submit a resume, however, they must indicate their wish to continue in the position in writing.
- 8.4.1 If the position term is six (6) months or longer in duration, the previous employee may retain this position subject to a satisfactory annual performance evaluation.

## **ARTICLE 9 SENIORITY**

- 9.1 Seniority shall apply to permanent employees based on the employee's length of service in a permanent full-time position and permanent part-time position covered by this

Collective Agreement. Part-time employees shall earn seniority based on hours worked. Seniority will be recognized for job opportunities under Article 8.

- 9.2 An employee shall not lose seniority rights if they are absent from work due to sickness, accident, or approved leave of absence. However, an employee shall not accumulate seniority when absent for more than thirty (30) days due to sickness, accident or approved leave of absence.
- 9.3 An employee shall only lose their seniority in the event:
  - 9.3.1 The employee is dismissed for just cause and not reinstated.
  - 9.3.2 The employee resigns.
  - 9.3.3 The employee while on layoff fails to return to work within fourteen (14) calendar days after being notified to do so. It shall be the responsibility of the employee to keep the Centre informed of their contact information.
  - 9.3.4 The employee is laid off for a period longer than three (3) months.

#### **ARTICLE 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, skills and training to fill the positions available. The Centre and the Union will meet prior to any layoffs and cutbacks in the affected departmental areas.
- 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, skills and training to fill the positions available.
- 10.3 Where a permanent employee returns to work from layoff within three (3) months of their layoff date, the employee shall have their previously accumulated seniority and earned sick leave reinstated. Seniority and previously accumulated service allowances and benefits will be lost if the employee fails to report as set out under Sub-Clause 9.3.3 and the employee will be terminated.
- 10.4 Laid off employees shall keep their department and the Human Resources Department apprised of their contact information.

#### **ARTICLE 11 HOURS OF WORK**

- 11.1 Regular hours of work shall be eight (8) or ten (10) hours per day depending on the shift schedule and the department. The Centre shall endeavor to schedule shifts in order of date of hire in that department. Part-time employees may be scheduled less hours for a shift.
- 11.2 Employees working a flexible work week in accordance with an exemption granted under the *Employment Standards Code* (ESC) shall be paid at the rate of time and one-half (1½)

for all hours worked at the direction of the Centre in excess of their maximum scheduled daily or weekly hours of work under the ESC exemption. (Refer to Schedule B – Hours of Work Averaging Agreement)

- 11.2.1 Employees will be entitled to a paid rest period of fifteen (15) minutes during each half working shift of not less than four (4) hours and up to and including five (5) hours in duration. Employees are required to remain on site for their fifteen (15) minute paid break.
  - 11.2.2 Any shifts greater than five (5) hours shall receive a one-half (½) hour unpaid meal break.
  - 11.2.3 Employees who are required to remain on site in their respective work area during their one-half (½) meal break will be paid for the break.
- 11.3 Where an employee works more than eight (8) hours in a shift (or, where applicable, more than ten (10) hours in a shift) or forty (40) hours in a week (or forty-four (44) hours in a week for part time), overtime will be paid for those hours in excess of the hours herein stated at the rate of one and one-half (1½) times the employee's regular rate of pay. All overtime hours worked must be pre-authorized by the employee's area supervisor and/or designate, except in case of an emergency.
- 11.4 Employees shall have eight (8) hours off between shifts.
- 11.5 The normal work week shall be from Sunday to Saturday.
- 11.6 Shift schedules for permanent full-time, permanent part-time and part-time employees shall be posted twenty-eight (28) days in advance of implementation of the shift schedule.
- 11.7.1 Employee requests for shift changes require written documentation and approval by the area supervisor.
  - 11.7.2 Shift changes can be changed with less than twenty-eight (28) days' notice by mutual agreement between the employee(s) and the area supervisor. Employees affected shall be contacted in person (this shall mean face to face, by email, text message or voice message if confirmation of receipt of this message is provided) regarding any schedule changes required by the Centre. Shift changes must be in writing and approved in writing by the area supervisor.
  - 11.7.3 These shift changes will be made with the least amount of disruption for the employee(s) within each department.
- 11.7 Employees shall not be scheduled for split shifts unless it is mutually agreed by the area supervisor and the employee and in writing.
- 11.7.1 Casual and part-time employees shall, according to departmental procedures, provide their supervisor with their work availability requests in writing. Any such requests will be reviewed and approved based on the operational needs of the department. The Centre will make every effort to accommodate their availability requests, however, reserves the right to decline such requests based on reasonable operational requirements.

- 11.8 All efforts will be made to call in casual, part-time, permanent part-time, permanent full-time employees within the department to cover employee disruptions to the shift schedule.
- 11.9 The Centre shall provide all employees with a minimum of three (3) hours of notice when a shift is cancelled. If the agreed notice is not given, then the Centre shall compensate that employee with two (2) hours at their scheduled rate of pay.
- 11.10 The minimum consecutive hours of work per shift shall be two (2) hours or more per day.

## **ARTICLE 12 OVERTIME**

- 12.1 Overtime for employees shall be paid at one and one-half times (1½x) their hourly rate.
  - 12.1.1 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 in advance by the area supervisor. Employees affected shall be contacted in person (this shall mean face to face, by email, text message or voice message if confirmation of receipt of this message is provided) regarding any overtime to be worked in the Centre.
  - 12.1.2 A one-half (½) hour paid lunch break will be allowed to 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 (½) hour paid lunch break upon completion of four (4) hours of overtime worked. In emergencies the area supervisor may delay the commencement of the lunch break.
  - 12.1.3 Permanent employees shall have first right of refusal/opportunity for overtime. All overtime must be approved by the area supervisor.
- 12.2 For each overtime hour worked, a permanent full-time or permanent part-time employee shall have the option of receiving overtime pay or banking time at one and one-half times (1½x) their regular rate. All other employee classifications will be paid out at one and one-half times (1½x) their regular rate of pay.
  - 12.2.1 Permanent full-time and permanent part-time employees must designate on their timesheet, their choice of cash payment or lieu time.
  - 12.2.2 An employee may bank up to a maximum of forty (40) hours to be taken within six (6) months or paid out after (6) months has lapsed.
  - 12.2.3 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.
  - 12.2.4 Employees shall give at least seven (7) days written notice to their immediate supervisor when requesting the use of banked time. Shorter notice may be considered. The Centre will have sole discretion for granting time off based on the Centre's operational requirements.

## **ARTICLE 13 REPORTING PAY AND CALL OUT PAY**

13.1 Reporting Pay

In the event that an employee reports to 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.

13.2 Call Out Pay

Call outs shall be paid at two (2) hours at the employee's regular rate of pay.

13.3 On Call Pay

In recognition that permanent maintenance employees are required to be on call from time to time, the Centre agrees to pay, on the regular hours of work only, a premium of thirty cents (\$.30) per regular hour worked for each maintenance employee designated by the Centre to be on call. On call will be eligible to receive the Cost of Living increases as set out in the Schedule A – Wage Schedule.

13.4 Custodial/Maintenance and Facility Operator Night Shift Premium

The Centre agrees to pay a night shift premium to those custodians classified as Custodian, Maintenance and Facility Operator as set out in Schedule A of this Collective Agreement a premium of two dollars (\$2.00) per regular hour worked where a shift scheduled by the Centre extends beyond midnight.

**ARTICLE 14 STAFF MEETINGS**

14.1 All staff meetings that are mandatory and if scheduled outside of the normal work hours for that employee, Clause 13.1 shall apply.

**ARTICLE 15 PAY DAYS**

15.1 A direct deposit system may be instituted by the Centre for payments to employees under this Collective Agreement.

15.2 All employees shall provide to the Centre the information required by the Centre to set up the employee on the direct deposit system and shall update the Centre forthwith upon a change to such information.

15.3 The Centre shall establish a schedule for making payments to employees under this Collective Agreement. Where the Centre receives all the necessary information in a timely manner from the employee, the Centre will make a payment to the employee in accordance with the schedule. Where the Centre makes a change to the established schedule, one (1) month notice will be provided to employees.

- 15.4 Where the Centre is unable to adhere to the established schedule, the Centre will endeavor to provide a minimum of one (1) hour of notice so that the employee may make any necessary special arrangements
- 15.5 Notwithstanding Clauses 15.1 to 15.4, the Centre, at its sole discretion, may issue cheques to employees under this Collective Agreement.

## **ARTICLE 16 VACATION LEAVE**

- 16.1 Permanent employees shall accrue vacation leave on the following basis  
(Permanent Part Time employees will accrue vacation prorated to their hours of work):
- 16.1.1 Three (3) weeks of vacation leave per full year of service during the first five (5) years of service.
- 16.1.2 Four (4) weeks of vacation leave per full year of service in the sixth (6<sup>th</sup>) and each subsequent year of service up to and including the ninth (9<sup>th</sup>) year of service.
- 16.1.3 Five (5) weeks of vacation leave per full year of service in the tenth (10<sup>th</sup>) and each subsequent year of service. Employees will commence earning five (5) weeks' vacation in the tenth (10<sup>th</sup>) year of service.
- 16.2 In lieu of vacation leave, employees other than permanent employees shall receive vacation pay, on a pay period basis, in accordance with the following:
- 16.2.1 Part time employees shall be paid 4% vacation pay on every pay during their first 1,040 hours or anniversary, whichever comes later.
- 16.2.2 Part time employees shall be paid 6% vacation pay on every pay during their second and up to completion of 5,200 hours or fifth anniversary, whichever comes later.
- 16.2.3 Part time employees shall be paid 8% vacation pay on every pay during their sixth and up to completion 10,400 hours or tenth anniversary, whichever comes later.
- 16.3 Permanent employees must use their accrued vacation leave each vacation year, as established by the Centre.
- 16.3.1 A permanent employee may carry over the equivalent of their annual vacation entitlement to be taken in the next vacation year. Any accrued vacation over and above the annual entitlement shall be paid out on the last pay of each fiscal year.
- 16.4 If a named holiday for which a permanent employee is eligible falls or is observed by the Centre during a permanent employee's vacation leave, that day shall not be considered a day of vacation leave and the day shall be paid as a named holiday in accordance with Article 17.
- 16.5 The Centre will post in each Department a vacation planner/schedule for employees to indicate their preferred vacation request for the upcoming vacation year established by the Centre.

- 16.5.1 The vacation planner/schedule will be posted within ninety (90) calendar days of the start of the vacation year.
- 16.5.2 Permanent employees will submit their preferred vacation leave requests in writing to their immediate Supervisor forty-five (45) calendar days prior to the date of the vacation request.
- 16.5.3 Permanent employees shall have the right to choose their period of vacation leave according to seniority, provided they submit their requests within the timeframe set out in Sub-Clause 16.5.2.
- 16.5.4 If, in the opinion of a permanent employee's immediate Supervisor the period of vacation leave chosen by the permanent employee conflicts or interferes with the efficient operation of the Department, the immediate Supervisor shall, within fifteen (15) calendar days of the expiration of the timeframe set out in Sub-Clause 16.5.2, notify the permanent employee of the conflict and the affected permanent employee shall have the right to choose an alternative vacation period.
- 16.5.5 Within thirty (30) calendar days of the expiration of the timeframe set out in Sub-Clause 16.5.2 the Centre shall post the completed vacation schedule.
- 16.5.6 Vacation requests made subsequent to completion of the time frame under Clause 16.5 will be considered on a first come first served basis.

## **ARTICLE 17 NAMED HOLIDAYS**

- 17.1 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 Clause 17.4 providing:
  - 17.1.1 The employee is not on an approved leave of absence that is of more than fifteen (15) working days duration; and
  - 17.1.2 The employee works the holiday if the holiday is a required day of work for the employee; and
  - 17.1.3 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; and
  - 17.1.4 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.
- 17.2 In addition, permanent full-time and permanent part-time employees that qualify for Named 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.

17.3 All employees other than permanent full-time will receive four point six percent (4.6%) holiday pay for the named holidays on each pay cheque.

17.4 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	Boxing Day
Christmas Floater Day (Permanent Full Time employees only)	

And all holidays proclaimed or adopted by the Centre or Alberta Provincial Government.

17.5 When a Named Holiday falls on Saturday or Sunday, the following Monday will be observed as the day in lieu of the named holiday. In no instance shall the day in lieu be considered as working on a named holiday under this Article.

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

17.7 Permanent Part Time employees will receive four point six percent (4.6%) holiday pay for the named holidays on each pay cheque.

## **ARTICLE 18 SICK LEAVE**

18.1 A permanent full-time employee shall accrue sick leave credits at the rate of five point five four (5.54) straight time hours for each full pay period worked to a maximum equivalent accumulation of nine hundred sixty (960) straight time hours.

18.1.1 A permanent part-time employee shall accrue sick leave credits under Clause 18.1 on a pro-rated basis in accordance with the employee's full-time equivalency.

18.2 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. Employees wrongfully claiming sick leave or abusing the privilege will be subject to disciplinary actions.

18.3 A doctor's certificate shall be provided by the employee when claiming sick leave in excess of three (3) consecutive working days or if requested by the Centre.

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

- 18.5 The Centre's obligation in granting of accumulated sick leave shall cease immediately when an employee is separated from the Centre's employment and shall not be paid out for any reason.

#### **ARTICLE 19 WORKERS' COMPENSATION**

- 19.1 When an employee is unable to work as a result of a compensable illness or accident that occurs in the course of their work for the Centre, they shall be covered under the *Workers' Compensation Act*.
- 19.2 Where an employee is on workers' compensation under Clause 19.1, the Centre will continue to contribute the Centre's portion to applicable benefits (i.e. pension, group life insurance, medical, dental, and Alberta Health Care) that the employee is eligible for provided the employee's portion is maintained.

#### **ARTICLE 20 LEAVE OF ABSENCE WITHOUT PAY**

- 20.1 The Centre may grant a leave of absence without pay and without loss of seniority to a permanent employee provided:
- 20.1.1 The request for such leave is, in the view of the Centre, for good and sufficient cause,
  - 20.1.2 The request for the leave of absence is made in writing to the permanent employee's supervisor, and
  - 20.1.3 The leave of absence is approved by the Supervisor or designate.
- 20.2 Where a leave of absence is granted by the Centre under Clause 20.1, the following shall apply for the full duration of the leave period:
- 20.2.1 The permanent employee shall not accumulate any seniority, as per Clause 9.2,
  - 20.2.2 The permanent employee shall not accumulate any vacation leave,
  - 20.2.3 The permanent employee shall pay in advance the full premium cost of insurance Benefits, including Group Insurance, Dental Insurance, Extended Medical Benefits, and Alberta Health Care Insurance,
  - 20.2.4 No sick leave shall be claimed nor paid,
  - 20.2.5 The permanent employee shall not accrue any sick leave credits,
  - 20.2.6 No payment for any named holidays during the leave or prior to actual resumption of normal duty, and
  - 20.2.7 Contributions to the Local Authorities Pension Plan shall be administered in accordance with the legislation and regulations of the Local Authorities Pension Plan.

## **ARTICLE 21 PERSONAL LEAVE**

### **21.1 Compassionate Leave**

21.1.1 Permanent full-time, permanent part-time and part-time employees when scheduled shall be granted temporary leave of absence up to a maximum of three (3) consecutive working days, without loss of pay, in case of serious illness or death of the employee's family member as defined in the January 1, 2018 Alberta Employment Standards.

21.1.2 When traveling time is required to attend a funeral for a family member listed in Sub-Clause 21.1.1, up to an additional two (2) days without loss of pay may be granted as necessitated by travel. Employees shall be paid for the time that they are scheduled for.

### **21.1.3 Funeral Leave**

In the event of a death of a close friend or relative not listed in Sub-Clause 21.1.1, permanent full-time, 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. Documentation may be requested by the Centre such as a Funeral program.

### **21.2 Employee Medical and Dental Appointments**

Every effort shall be made to schedule appointments outside of scheduled work hours. All permanent employees can request time off work for dental or medical appointments, which would be deducted from available sick leave, provided the appointment is within regularly scheduled work hours.

### **21.3 Additional Leave**

All additional leave requests for the purpose listed in Clauses 21.1 and 21.2 shall be at the discretion of the General Manager.

## **ARTICLE 22 MATERNITY AND PARENTAL LEAVE**

22.1 Maternity and parental leave shall be provided in accordance with the *Alberta Employment Standards Code*.

22.2 Seniority shall not be lost nor shall any additional seniority be accrued while on maternity or parental leave.

22.3 Subject to the approval of the Local Authorities Pension Plan, a permanent employee may be eligible to purchase pensionable time for the maternity and parental leave provided the permanent employee does so at the full cost.

## **ARTICLE 23 COURT LEAVE**

- 23.1 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.
- 23.2 This provision includes a request from an officer of the court or other peace officer to participate in a line up.

## **ARTICLE 24 HEALTH & PENSION BENEFITS**

### **24.1 Health Benefits**

- 24.1.1 The Centre agrees to establish a health benefits plan for eligible permanent full-time employees and to pay the full cost of premiums associated with the plan for eligible permanent full-time employees.
- 24.1.2 The Centre agrees to establish a health benefits plan for eligible permanent part time 1 employees whose guaranteed hours are between 28 and 39 hours per week and to pay seventy five percent (75%) of the cost of premiums. This health plan will be mandatory for eligible PPT employees and will begin after probation period is complete.
- 24.1.3 The Centre agrees to establish a health benefits plan for eligible permanent part time 2 employees whose guaranteed hours are between 15 and 27 per week and to pay fifty percent (50%) of the cost of premiums. This health plan will be mandatory for eligible PPT employees and will begin after probation period is complete.
- 24.1.4 The Centre agrees that should a change in plan carrier be made by the Centre, the Centre will make every reasonable effort to establish equivalent levels of coverage under the plan with the new carrier. The Centre agrees to discuss these changes to the plan with the Union prior to implementation of the changes.

### **24.2 Alberta Health Care Insurance**

- 24.2.1 Should the Government of Alberta reinstate the payment of premiums for Alberta Health Care and permanent employees under this Collective Agreement are affected, the Centre agrees to pay the full cost of premiums for eligible permanent full-time employees to a maximum monthly dollar cost formerly paid by the Centre just prior to the elimination of the premiums by the Government of Alberta.
- 24.2.2 Subject to Sub-Clause 24.2.1, the Centre agrees to pay seventy five percent (75%) of the premiums for eligible permanent part-time employees who work twenty-eight (28) or more hours per week to a maximum monthly dollar cost formerly paid by the Centre just prior to the elimination of the premiums by the Government of Alberta.

### 24.3 Alberta Local Authorities Pension Plan

- 24.3.1 Permanent full-time and permanent part time employees shall participate in the Alberta Local Authorities Pension Plan as per the Centre's policy and subject to the terms of the Plan.

## **ARTICLE 25 TRAINING AND DEVELOPMENT**

- 25.1 The Centre agrees to pay the full cost of any pre-approved courses of instruction which are required by the Centre for any employee to better qualify the employee to do their job. Employees will be paid any time required to take the course. Such payment will be made when the employee has successfully completed the course.
- 25.2 Where mandatory recertification is required, the Centre will reimburse the employee on the successful completion. The Centre agrees to pay the full cost for recertification of Standard First Aid, CPR and AED and departmental specific recertification. Time required to take the course shall be paid.
- 25.3 Should an employee who has the certification as per job requirements be asked to change certification by the Centre, the employee shall have this certification cost fully paid for including time taken to attend the course.
- 25.4 Employees shall be considered for participation in training and staff development programs, to enable them to improve their job performance. Employees interested in staff development/training programs shall discuss their request and seek approval from their supervisor prior to implementation.
- 25.5 The Centre agrees to pay the cost for a permanent full-time employee or on a prorated basis for a permanent part-time employee of any pre-approved courses of instruction which are requested by an employee to better qualify the employee to do their job. Such payment will be made when the employee has successfully completed the course.

## **ARTICLE 26 HEALTH AND SAFETY**

- 26.1 Employees shall adhere to occupational health and safety policies developed by the Centre. A Job Steward shall be a member of the Health and Safety Committee and all hours spent at Health and Safety meetings shall be paid at their regular rate of pay.
- 26.2 All employees commit to perform their duties at all times in a safe manner.
- 26.2.1 It is mandatory that safety apparel and equipment provided for employees by the Centre be worn and/or used by employees at all times when required.
- 26.2.2 Employees shall report defective or faulty safety equipment immediately to their area supervisor.
- 26.3 Boot Allowance - All those permanent full-time, permanent part-time and part time 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 two hundred dollars (\$200.00) every two (2) years.

Permanent full-time employees who have C.S.A. approved work safety boots that have prematurely worn out in accordance to the Centre's Health and Safety Manual may be eligible, upon approval of the Supervisor of the Department to be reimbursed upon presentation of a receipt to a maximum of an additional two hundred dollars (\$200.00) every two (2) years.

All permanent full-time, permanent part-time and part-time aquatics employees required to wear employer approved footwear who have completed their probationary period and have worked a minimum of 200 hours, shall, upon presentation of a receipt, be entitled to an allowance to a maximum of fifty dollars (\$50.00) annually for pool deck footwear and (\$40.00) annually for swimwear approved by the employer.

## **ARTICLE 27 CLASSIFICATIONS**

- 27.1 In the event that the Centre creates a new classification which is not included in this Collective 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 classification in accordance with the posting procedures set forth in this Collective Agreement.
- 27.2 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 classification, the posting of any vacancy in this classification 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 classification 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."
- 27.3 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.
- 27.4 To initiate a request, the employee will request in writing a review of their position allocation, and supply a job description to the Department Supervisor, Human Resources 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.
- 27.5 When the information specified in Clause 27.4, is received, the Supervisor will acknowledge receipt with written confirmation to the employee. The Supervisor 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.

- 27.6 An employee who disagrees with the decision rendered by the Supervisor 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 Supervisor's decision.
- 27.7 An employee wishing to challenge a decision may do so subject to the time frames specified in Clause 27.6 and will notify the General Manager, Human Resources and the Union of their intention to challenge the decision.
- 27.8 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 Supervisor's decision, submit in writing to the General Manager their position on, and justification of, the employee's challenge.
- 27.9 Where a request is processed in accordance with Clause 27.8 to the General Manager or their designate, the parties shall hold a hearing within twenty (20) working days from the day that the General Manager 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 General Manager shall be subject to the grievance procedure.
- 27.10 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 Supervisor.

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

## **ARTICLE 28 ACTING ASSIGNMENTS**

- 28.1 When an employee is assigned by the head of a department in writing to temporarily substitute for a period of time to partially fulfill the job responsibilities in a position that is covered by this Collective Agreement and that is at a higher rate of pay than their own position, the employee shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour, immediately upon appointment for the duration of the assignment. Such assignment shall be rotated between qualified employees where practical.
- 28.2 Employees who have been temporarily transferred or promoted to a higher level position shall be paid the entry level of the higher level position or an additional one dollar and twenty-five cents (\$1.25) per hour whichever is greater. Upon the completion of the temporary assignment, they will return to their previous position and rate of pay without loss of seniority.
- 28.3 An 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.
- 28.4 A \$2 per hour instruction premium may be paid to employees who instruct certification courses when scheduled

## **ARTICLE 29 DISCIPLINE AND DISMISSAL**

- 29.1 Discipline must be appropriate to the cause and in accordance with the principles of progressive discipline.
- 29.2 The Centre reserves the right to discipline employees for just cause. Copies of all disciplinary reports (including terminations), 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 Collective Agreement.
- 29.3 Past disciplinary reports shall not be referred to in subsequent disciplinary proceedings after a period of twenty-four (24) months unless the subject matter is of an unresolved grievance.
- 29.4 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 once 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.
- 29.5 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.
- 29.6 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 request, be entitled to have a Union representative present during such meeting.

## **ARTICLE 30 GRIEVANCE PROCEDURE**

- 30.1 Any difference concerning the interpretation, application, operation or alleged violation of this Collective Agreement shall be settled without stoppage of work in accordance with the following procedures.
- 30.2 Grievances shall be of two (2) types, namely:
- 30.2.1 Individual grievances, that is, grievances relating to or affecting the rights of one (1) or more specific individuals.
  - 30.2.2 Policy grievances, that is, grievances which cannot be made a grievance of an individual employee and must be initiated by the Union.
- 30.3 The procedure for the settling of grievances shall be as follows:
- 30.3.1 An employee who believes that they have a grievance arising out of the interpretation, application, administration or alleged violation of this Collective Agreement shall first discuss the matter with their department supervisor and

submit in writing the nature of the grievance within ten (10) working days of the date they first became aware of, or reasonably should have become aware of, the occurrence. "Department 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 department supervisor. A sincere attempt shall be made by both parties through discussion to resolve the problem at this level. The department supervisor shall advise the employee and the Union in writing of the decision within ten (10) working days of the date when the matter was first discussed. In the event that it is not resolved satisfactorily within ten (10) working days of its being discussed with the department supervisor, it will be advanced in accordance with the following steps.

#### Step 2

If the decision of the Department Supervisor does not settle the grievance, the Union must within five (5) working days from the day that the decision was received by the Department Supervisor, appeal the decision in writing to the General Manager and such appeal shall specify the nature of the grievance, the Clause or Clauses of this Collective Agreement upon which the grievance is based, and the remedy requested.

#### Step 3

If the decision of the General Manager 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.

- 30.3.2 For the purposes of Clause 30.3, "working days" shall mean consecutive days exclusive of Saturday, Sunday or Named Holidays identified in Article 17.
- 30.4 A policy grievance must be initiated in writing by the Union and the General Manager 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 Collective Agreement upon which the grievance is based and the remedy requested.
- 30.5 When a grievance is referred to arbitration under this Collective 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.
- 30.5.1 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 Mediation Services upon the request of either party.

- 30.6 The Arbitration Board shall determine its own procedure and shall give all parties the opportunity to present evidence and make representations.
- 30.7 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.
- 30.8 Each party to the arbitration shall bear the expense of its respective nominee to the Arbitration Board and the two (2) parties shall bear equally the expenses of the Chairman.
- 30.9 The Arbitration Board, by its decision, shall not alter, amend or change the terms of this Collective Agreement.
- 30.10 The time limits fixed in the grievance or arbitration procedure may be extended and a meeting may be scheduled at any time by the mutual consent of the parties.30.11  
By agreement between the Centre and the Union, a grievance may be referred to a single arbitrator rather than a three (3) person Arbitration Board as provided for in this Article.
- 30.12 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.
- 30.13 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.
- 30.14 Time limits in the grievance procedure may be extended by mutual agreement between the Centre and the Union, in writing.

### **ARTICLE 31 BULLETIN BOARD SPACE**

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

### **ARTICLE 32 ADDITIONAL BENEFITS OF EMPLOYMENT**

- 32.1 All employees shall receive a single membership to the use of the facility during their term of employment. Permanent employees who are on an approved leave of absence will continue with a single membership for the duration of their approved leave.
- 32.2 When an employee agrees to use their private automobile for duties assigned by the Centre they shall be reimbursed in accordance with the Centre policy.

### **ARTICLE 33 GENERAL**

- 33.1 All employees shall keep up to date at all times their current contact information, i.e. address and telephone number, email, etc. with their area supervisor, the Human Resources department and the Union.
- 33.1.1 Any provision of this Collective Agreement or term and condition of employment that may be compromised or result in adverse effect by failure of

an employee to comply with Clause 33.1 shall be the sole responsibility of the employee.

33.2 All employees shall be required to wear identification name tags and approved uniforms as per the Centre's current Dress Code Policy at all times during their working hours.

**ARTICLE 34 CONTRACTING OUT**

34.1 While taking into consideration Article 3 Management Rights and after all options have been exhausted, every effort will be made to relocate employees affected by work shortages as a direct result of contracting out. The Centre will meet with the Union prior to any contracting out of any positions covered under this Collective Agreement.

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

Signed this 20 day of December, 2018

Tri-Municipal Leisure Facility Corporation



Yvan Boutin, Chairman



Lenny Richer, General Manager

International Union of Operating Engineers, Local Union No. 955



Chris Flett, Business Manager/CEO



Mike Bourgeois, President

## **SCHEDULE A WAGE SCHEDULE**

1. Permanent full-time employees shall progress from one step of the wage schedule to the next step, based on the permanent full-time employee's anniversary date. The Centre shall review whether progression is reasonable for employees who have received written discipline in the prior six (6) months. If an employee did not receive an increment because of discipline a formal review will take place in an additional six (6) months. If no discipline has occurred since the first discipline the employee shall receive the increment at this review time.
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 one thousand forty (1040) hours or the employee's anniversary date, whichever comes later. The Centre shall review whether progression is reasonable for employees who have received written discipline in the prior six (6) months. If an employee did not receive an increment because of discipline a formal review will take place in an additional six (6) months. If no discipline has occurred since the first discipline the employee shall receive the increment at this review time.
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.
5. Should an employee be appointed to a shift leader position within the same department, their starting wage should not be less than their current wage.

**Schedule A Wage Schedule**

			Probation / Developmental	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Customer Experience Representative</b>								
1.0%	Jan 1, 2019		17.85	18.78	19.36	19.97	20.58	21.22
2.0%	Jan 1, 2020		18.21	19.16	19.75	20.37	20.99	21.64
2.5%	Jan 1, 2021		18.66	19.63	20.24	20.88	21.52	22.19
2.75%	Jan 1, 2022		19.18	20.17	20.80	21.45	22.11	22.80

			Probation / Developmental	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Customer Experience Shift Leader</b>								
1.0%	Jan 1, 2019		19.98	21.03	21.68	22.36	23.04	23.78
2.0%	Jan 1, 2020		20.38	21.45	22.11	22.81	23.50	24.26
2.5%	Jan 1, 2021		20.89	21.99	22.67	23.38	24.09	24.86
2.75%	Jan 1, 2022		21.46	22.59	23.29	24.02	24.75	25.55

<b>Slide Attendant</b>			
min wage	Jan 1, 2019		15.00
2.0%	Jan 1, 2020		15.30
2.5%	Jan 1, 2021		15.68
2.75%	Jan 1, 2021		16.11

			Probation / Developmental	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Child Minding Attendant /CYS Activity Facilitator/Facility Support</b>								
min wage	Jan 1, 2019		15.00	15.45	15.91	16.39	16.88	17.39
2.0%	Jan 1, 2020		15.30	15.76	16.23	16.72	17.22	17.74
2.5%	Jan 1, 2021		15.68	16.15	16.63	17.14	17.65	18.18
2.75%	Jan 1, 2022		16.11	16.60	17.09	17.61	18.13	18.68

			Probation / Developmental	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Aquatics Instructor/Lifeguard/Preschool Instructor</b>								
1.0%	Jan 1, 2019		19.16	20.17	20.80	21.45	22.11	22.80
2.0%	Jan 1, 2020		19.54	20.57	21.22	21.88	22.55	23.26
2.5%	Jan 1, 2021		20.03	21.09	21.75	22.43	23.12	23.84
2.75%	Jan 1, 2022		20.58	21.67	22.34	23.04	23.75	24.49

			Probation /					
			Developmental	Step 1	Step 2	Step 3	Step 4	Step 5
<b>CYS Instructor/Wellness Rep/Preschool Facilitator</b>								
1.0%	Jan 1, 2019		17.03	17.93	18.48	19.05	19.62	20.21
2.0%	Jan 1, 2020		17.37	18.29	18.85	19.43	20.01	20.61
2.5%	Jan 1, 2021		17.80	18.75	19.32	19.92	20.51	21.13
2.75%	Jan 1, 2022		18.29	19.26	19.85	20.46	21.08	21.71

			Probation /					
			Developmental	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Aquatics Shift Leader</b>								
1.0%	Jan 1, 2019		22.24	23.42	24.14	24.89	25.66	26.45
2.0%	Jan 1, 2020		22.68	23.89	24.62	25.39	26.17	26.98
2.5%	Jan 1, 2021		23.25	24.49	25.24	26.02	26.83	27.65
2.75%	Jan 1, 2022		23.89	25.16	25.93	26.74	27.57	28.41

			Probation /					
			Developmental	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Facility Operator /Maintenance Worker</b>								
1.0%	Jan 1, 2019		23.84	25.10	25.88	26.67	27.50	28.36
2.0%	Jan 1, 2020		24.32	25.60	26.40	27.20	28.05	28.93
2.5%	Jan 1, 2021		24.92	26.24	27.06	27.88	28.75	29.65
2.75%	Jan 1, 2022		25.61	26.96	27.80	28.65	29.54	30.47

			Probation /					
			Developmental	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Certified Facility Operator /Certified Maintenance Worker</b>								
1.0%	Jan 1, 2019		25.89	27.26	28.10	28.97	29.87	30.78
2.0%	Jan 1, 2020		26.41	27.81	28.66	29.55	30.47	31.40
2.5%	Jan 1, 2021		27.07	28.50	29.38	30.29	31.23	32.18
2.75%	Jan 1, 2022		27.81	29.28	30.19	31.12	32.09	33.07

**Schedule B HOURS OF WORK AVERAGING AGREEMENT**

1. It is agreed between:  
[Employee Name]

And

[Employer Name]

that the employee shall work the following hours:

10 hours for 4 days per week

0 hours for 3 days per week

- 2. The hours of work of the employee shall be averaged over a period of 1 week.
- 3. Any hours worked in excess of 10 hours per day or in excess of 40 hours shall be considered overtime hours.
- 4. Clause 2.2 will apply.
- 5. The Employer may make a temporary change to an Employee's work schedule if the change is made with at least 28 days notice or mutually agreed upon before the change is to take effect.
- 6. The Employer shall provide a copy of this agreement to the Employee and shall post this agreement as required under the *Employment Standards Regulation*, as amended.
- 7. This Agreement shall be in effect from \_\_\_\_\_, 201\_ to the earlier of either \_\_\_\_\_, 202\_ [NTD: Term cannot exceed 2 years] or when terminated by either party on thirty days' written notice.
- 8. No amendment of this agreement shall be effective without at least one month's notice in writing by one party to the other.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

SIGNED \_\_\_\_\_

for Employer

Employee

**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 34 – Contracting Out 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. The Centre reserves the right to revert back to a lease situation for any current leased space for any reason.

Signed this 20<sup>th</sup> day of December, 2018

Tri-Municipal Leisure Facility Corporation



Ivan Bégin, Chairman

International Union of Operating Engineers, Local Union No. 955



Chris Flett, Business Manager/CEO



Lenny Richer, General Manager



Mike Bourgeois, President

Letter of Understanding # 2

Between

Tri-Municipal Leisure Facility Corporation  
(Employer)

And

International Union of Operating Engineers, Local Union No. 955  
(Union)

RE: Schedule A Wage Schedule

The Employer and the Union Agree to:

All permanent part-time Employees shall accrue one thousand and forty (1040) hours as per Schedule A Wage Schedule, Section 2, page 23 of the Collective Agreement for multiple positions jointly if upon hire, the Employee was required by the Centre to accept multiple positions as a condition of employment. The Employee must meet the one thousand and forty (1040) hour accumulation and their anniversary date in order to move to the next step on the grid.

This letter of Understanding becomes effective on January 1, 2019 and will expire on December 31, 2022.

Signed this 20<sup>th</sup> day of December, 2018

Tri-Municipal Leisure Facility Corporation



Yvan Boutin, Chairman

International Union of Operating Engineers,  
Local Union No. 955



Chris Flett, Business Manager/CEO



Lenny Richer, General Manager



Mike Bourgeois, President