

# **Collective Agreement**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 787**

**AND**

**NUSTADIA RECREATION INC.  
(CROSSLINK COUNTY SPORTSPLEX)**

**November 1, 2018 to October 31, 2022**



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THIS AGREEMENT made this 25<sup>th</sup> day of July, 2019.

**BETWEEN:**

Nustadia Recreation Inc.  
**Clairmont, Alberta**  
(Hereinafter referred to as the Employer)

**OF THE FIRST PART**

- and -

**The Canadian Union of Public Employees**  
**Local 787, Grande Prairie, Alberta**  
(Hereinafter referred to as the Union)

**OF THE SECOND PART**

**PURPOSE**

Scope of Agreement

This Agreement shall apply to persons who are employed at the Crosslink County Sportsplex within the meaning of the *Alberta Labour Relations Code*; except for:

- Employees who are not Employed by the Employer at the Crosslink County Sportsplex
- the position of Operations Manager, Operations Coordinator, or
- the position of Administration & Scheduling Manager, Assistant Administration & Scheduling Manager or Administration & Scheduling Coordinator and Skate Instructor; or
- work experience programs; or
- special or wage subsidy cost-shared programs funded in whole or in part by Municipal, Provincial, and/or Federal Government(s).

## **ARTICLE 1 - DURATION AND TERMINATION**

- 1.01 This Agreement shall remain in full force and effect from November 1, 2018 to October 31, 2022 (inclusive), and from year to year thereafter except as hereinafter provided.
- 1.02 Either party to this Agreement wishing to amend this Agreement shall give notice in writing of such desire to the other party not less than sixty (60) days or no more than one hundred and twenty (120) days prior to October 31, 2022.
- 1.03 This Agreement shall remain in full force and effect until such time a strike or lockout occurs in accordance with the Labour Relations Code.
- 1.04 All changes in this Agreement shall be retroactive to the effective date of this Agreement, unless otherwise specified.

## **ARTICLE 2 – PURPOSE**

The purpose of this Agreement is:

- a) To maintain a harmonious and cooperative relationship between the Employer and the Employees in the Union Certificate 34-2018.
- b) To encourage efficiency in operations.
- c) To maintain and improve harmonious relations between Nustadia Recreation Inc. and the Union.
- d) To provide an amicable method of settling differences or grievances which may arise between Nustadia Recreation Inc. and its Employees in the Union Certificate; 34-2018 and;
- e) To promote the morale, well-being and security of all Employees in the bargaining unit.

## **ARTICLE 3 - MANAGERIAL RIGHTS AND RESPONSIBILITIES**

### **3.01 Management Rights**

The Union recognizes that the Employer retains all rights of management not specifically limited by the express terms of this Collective Agreement. Without limiting the generality of the foregoing, the Employer expressly reserves the right to:

- a) Direct the working force, maintain order, discipline and efficiency, and make, alter and enforce rules and regulations to be observed by Employees;
- b) hire, promote, transfer, layoff and recall Employees;
- c) discipline, suspend or discharge Employees for just cause;
- d) create new classifications and work units; and
- e) direct the working force, set performance standards, determine the number of Employees needed in any position and determine whether or not a position and / or classification will be continued or be declared redundant.

### 3.02 Discrimination and Harassment

The Employer, agrees that there shall be no discrimination, favoritism, interference, restriction or coercion exercised or practiced, whether intentional or not with respect to any Employee in the matter of hiring, wage rates, training, up-grading, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of religion, creed, political belief, marital status, family status, sex, gender, gender identity, gender expression, sexual orientation, disability, age, color, ancestry, nationality, place of origin, race or perceived race, receipt of public assistance, place of residence, nor by reason of their membership or activity in the Union. Both the Employer and the Union agree to ensure compliance with the Alberta Human Rights Act.

- a) All Employees covered by this Agreement are entitled to a work environment that is free from harassment (occurring from unwelcome physical or verbal conduct that demeans, belittles, or causes personal humiliation/embarrassment.) The Employer and Union agree that Employees and supervisory staff shall be educated to address and prevent harassment in the workplace.

### 3.03 Respectful Workplace

The Employer and the Union are jointly committed to fostering positive working relationships and managing conflict in the workplace. Workplace conflict has the potential to escalate into discriminatory behaviors, harassment and bullying affect the workplace and individual well-being. The environment must be free of behaviors, such as discrimination, harassment, bullying, disruptive workplace conflict and disrespectful behavior. Discrimination and harassment are unlawful and will not be tolerated. The Employer pledges its support to all Employees experiencing

workplace conflict or workplace harassment and will treat the matter in a confidential manner.

- a) The principle of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behavior on the part of any person which would jeopardize an Employee's dignity and well-being or undermine working relationships or productivity. Complaints will be treated in a confidential manner.
- b) The parties further agree that there shall be no harassment as defined in The Occupational Health and Safety act and Alberta Human Rights Act. The Act's prohibit harassment related to the following characteristics: age, race, creed, religion, color, sex, sexual orientation, gender, gender identity, gender expression, marital status, family status, disability, physical, appearance, size or weight, age, nationality, ancestry or place of origin, place of residence. The parties further agree that there shall be no harassment based on membership or activity in the Union.

#### **ARTICLE 4 – DISCIPLINE AND DISMISSAL**

##### **4.01 Presence of a Union Representative**

The Employer shall inform the Employee in writing at least twenty-four (24) hours in advance that they have the right to Union representation prior to any discipline, warnings or the implementation of any suspension or discharge. If the Employee chooses in writing not to have Union representation and if a disciplinary action occurs that will become part of their disciplinary record, the Employer shall inform the local Union Recording Secretary in writing of the occurrence of the discipline at the earliest possible time.

##### **4.02 Non-Disciplinary Verbal Warnings**

- a) The Employer recognizes that it is desirable to advise the Employee of their conduct and their professional performance as soon as possible and informally. The Employer agrees to consider these warnings in a spirit of cooperation and correction, rather than in a spirit of punishment, and shall endeavor to assist the Employee in improving their work file.
- b) Except in cases of gross misconduct, the Employer agrees that progressive discipline will be used in dealing with Employees whose job performance and/or conduct is not satisfactory. The Employer and the Union recognize that any disciplinary measure shall be imposed only for

valid reasons. The Employer and Union agree that disciplinary action will be a progressive fashion:

- Formal verbal warning(s)
- Written warning(s)
- Progressive suspension
- Termination

- 4.03
- a) Except for just cause when the Employer terminates an Employee such Employee shall be given notice or paid in accordance with Article 13.08
  - b) When an Employee is disciplined for any reason, the Employee shall have the right to Union representation. When an Employee is notified in writing of the disciplinary action, a copy shall be forwarded to the Recording Secretary of the Union within forty-eight (48) hours. All Employees shall be given the opportunity to sign disciplinary notices as having been read.
  - c) An Employee shall be advised in advance verbally of impending discipline. No disciplinary action shall take place without Union representation and until the Employee is notified in writing.
  - d) When an Employee is disciplined, they shall have the right to have a hearing with the Employer and to have a Steward or Union Representative present. In the event that an Employee elects not to have Union Representation, such request shall be in writing and a copy shall be forwarded to the local Union recording secretary.
  - e) Disciplinary records shall be removed from the personnel file after an Employee has maintained a clear record of no disciplinary action for twelve (12) months.
  - f) Employer shall follow progressive discipline, understanding that approach will vary with circumstances and severity.

4.04 Documentation

It is also agreed that in cases of discipline, in subsequent proceedings or arbitration hearings, evidence shall be limited to the investigation, grounds stated in the written discharge, or discipline notice to the Employee and the Union. The Union and the Employee shall receive reasonable notice of any meeting related to an Employee's conduct. The notice provided shall include information pertaining to the purpose of the meeting. The Union representative shall be given a reasonable opportunity to meet with the

Employee with no loss of pay or benefits prior to the Employee's scheduled meeting with the Employer.

When an Employee is informed, verbally warned, reprimanded, suspended, or dismissed the Employer shall advise the Employee in writing of the reasons for the action taken and corrective measures to be taken within a reasonable timeline. Both parties shall witness and sign the all warnings, discipline and letters of expectation. All corrective action may remain in the Employees file for the time frame outlined below and a copy shall be submitted to the Union at that time. If the Employee concerned wishes to respond they may do so in writing and such response will become part of the documentation. At the Employee's request a copy of their response shall be forwarded to the Union.

Provided there has been no further discipline documentation of disciplinary action shall be removed from the Employee's file, within twelve (12) months.

#### 4.05 Access to Personnel Files

All Employees upon written request shall have access to the Employee's Personnel File within seven (7) working days, during normal working hours, at a time mutually agreeable to both Employer and Employee. Such Employee shall have the right to respond in writing to any document contained therein, such reply becoming part of the permanent record. Should an Employee request a copy of their file, the Employer will have two (2) additional working days to provide a copy.

### **ARTICLE 5 - WORK OF THE BARGAINING UNIT**

5.01 Employees whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit except for purposes of instruction, or in an emergency.

Emergency shall be defined as potential liability, public safety or urgent facility operations.

#### 5.02 Supervisory Role

Supervisory personnel shall not carry out work of the bargaining unit except in instances where instruction, training, or correction of work is being conducted; or in emergency, public safety, potential liability situations.



5.03 Contracting Out or Technological Changes

The Employer agrees there shall be no contracting out work normally performed or could be performed by Bargaining Unit members.

No Employee employed by the Employer within the scope of this agreement shall lose Employment or have their hours reduced as a result of technological change.

The Union acknowledges the Employer's right to contract out the annual installation of ice which it currently does.

The Union also recognizes the Employer's right to contract out the regular maintenance of the HVAC, electrical, refrigeration and elevator systems as is currently the practice and any work that by its very nature Employees are not qualified to undertake

5.04 Volunteer Positions

The Employer must present all volunteer postings to the Union prior to advertising for the volunteer positions. The postings will outline very specifically the duties to be assigned to the volunteers. Volunteers will not perform bargaining unit work unless the Union has given permission. Therefore, the role of the volunteer should be minimal and tailored to allow volunteers to get their required number of hours, or work experience, without compromising the integrity of the bargaining unit.

**ARTICLE 6 – UNION SECURITY**

6.01 Recognition

The Employer recognizes the Canadian Union of Public Employees, Local 787-06 and Local 787, as the sole bargaining agent for all Employees as set out in Certificate Number 34-2018 issued by the Alberta Labor Relations Board. The Employer hereby consents and agrees to negotiate with the Union or any of its authorized committees concerning all matters arising from this Collective Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

6.02 No Other Agreements

No Employee covered by this Agreement shall be asked or made to make written or verbal agreements with the Employer covering hours of work,

wages, or working conditions which conflict with the terms of this Agreement.

**6.03**      Membership

All Employees covered by this Agreement shall pay union dues whether or not they are a member of the Union.

A Representative of the Union will have the opportunity to make a presentation of no more than twenty (20) minutes to new Employees within thirty (30) days of hire, for Union orientation purposes, at a mutually agreeable time.

**6.04**      Union Dues Deductions

The Employer shall deduct, by payroll deduction, from every Employee Union dues as levied by the Union. Union dues deductions shall be forwarded to CUPE National, not later than twenty (20) days after the deductions have been made, accompanied by a list of names of the Employees from whose wages the deductions have been made, and the amount deducted from each Employee.

The Union agrees that the Employer shall not be liable for any actions arising out of the operation of this Article.

**6.05**      Bulletin Boards

The Union shall have access to Bulletin Boards upon which to post notices of all job postings, seniority lists, meetings, schools, conferences and conventions. In a mutually agreed to location.

**6.06**      Collective Agreement Orientation

Orientation session(s) will be held within two (2) months of the signing of the Collective Agreement at a mutually agreed time and shall include orientation of the entire Collective Agreement.

**ARTICLE 7 - DEFINITIONS**

**7.01**      Probationary Period

The Probationary Period shall be defined as the first 480 hours served in an Established Position by a probationary Employee.

The Employee, Union and Employer may mutually agree to shorten or lengthen the probationary period dependent on individual circumstances.

7.02 Established Position

An established position is one designated by the Employer on a part-time or full-time basis.

7.03 Employee Definitions

All Employees shall have all rights specified under this Collective Agreement unless otherwise stated:

- a) A "Probationary Employee" shall mean an Employee who is serving the probationary period required under the Agreement.
- b) A "Permanent Employee" is an Employee who has been appointed to an established position and who has successfully completed the required probationary period.
- c) A "Full-Time Employee" shall mean a permanent Employee occupying an established position who work regularly scheduled hours of work as established in (hours of work).
- d) A "Part-Time Employee" shall mean an Employee occupying an established position who works regularly scheduled hours as established in (hours of work) which is less than full-time.
- e) A "Temporary Employee" is an Employee hired to perform duties for a known period of time, not to exceed eighteen (18) continuous months.
- f) A "Casual Employee" is an Employee who is employed on a consensual call-in basis for available work. After ninety (90) consecutive calendar days without accepting offered work, the Casual Employee will no longer be considered employed, unless employment is extended by the Employer.

7.04 Temporary Employees

- a) A Temporary Employee who has worked eighteen (18) continuous months (same classification) in a temporary (time limited) position and who has worked more than twenty (20) hours per week, or more will be classified as a Permanent Employee, and will be entitled to applicable benefits provided by the eligibility provisions of the Employers benefit plan.
- b) A break in service shall be determined as being more than three (3) continuous months.

- c) If reducing the number of temporary positions within a classification (not including conversions) the Employer will reduce starting with the most recent temporary placement within that classification. (Last In/ First Out)

7.05 Probationary Employees

A Probationary Employee who is the successful applicant on a permanent posting shall be credited with all hours of service up to and including all hours worked in the same or similar position within the same department as the permanent position, toward their probationary period.

**ARTICLE 8 - WORKING CONDITIONS**

8.01 Hours of Work

- a) For the purposes of this Article 8, "workday" shall mean a twenty-four (24) hour period commencing and ending at 2:00 a.m.
- b) For the purposes of this Article 8, "work week" shall mean seven consecutive workdays commencing and ending each Saturday at 2:00 a.m.
- c) Shift schedules will be posted and maintained on-line and in a prominent place readily available to all Employees.
- d) Employees shall have nine (9) hours off between scheduled shifts.
- e) During each working shift more than four (4) hours and up to and including six (6) hours in duration, Employees may take a paid rest period of fifteen (15) minutes.
- f) During each working shift more than six (6) hours in duration, Employees may take a paid rest period of thirty (30) minutes. The Employer may require the Employee to take this paid rest period in two fifteen (15) minute periods.
- g) Regular hours of work for full-time Employees shall be with (8) hours a day, forty (40) hours a week, Saturday to Friday, the five (5) working days to be consecutive with two (2) consecutive days off with at least either the Saturday or the Sunday as a day off during each work week, or four (4) days a week then (10) hours a day with three (3) consecutive days off.
- h) Regular hours of work for part-time Employees shall not be more than, thirty-two (32) hours a week, with two (2) days off to be consecutive and at least either the Saturday or the Sunday as a day off during each work

week, or three (3) days, ten (10) hours a day consecutively with four (4) consecutive days off.

- i) All extra hours shall be first offered to part-time Employees by seniority then to Casual Employees by seniority within that job classification.
- j) There shall be at least nine (9) hours in between shifts, if there is less than nine (9) hours between shifts over time rates shall apply.

#### 8.02 Shift schedules and Paid Breaks

##### a) Day Shift

Day shift is any shift that starts between 6:00 a.m. and 11:59 am shall be not more than eight (8) consecutive hours for five (5) days per week with two (2) paid fifteen (15) minute breaks and a paid one-half (1/2) hour scheduled lunch break each day, or not more than ten (10) consecutive hours four (4) days per week with a paid one-half (1/2) hour scheduled lunch break with an additional scheduled paid ten (10) minute break.

##### b) Afternoon shift

Afternoon shift is any shift that starts at 4:00 p.m. and shall be not more than eight (8) consecutive hours for five (5) days per week with a two (2) paid fifteen (15) minute breaks and a paid one-half (1/2) hour scheduled lunch break each day, or not more than ten (10) consecutive hours four (4) days per week with a paid one-half (1/2) hour scheduled lunch break with an additional scheduled paid ten (10) minute break.

#### 8.03 Shift Schedules

All shift schedules shall be posted and a maintained in a readily available place easily accessed by all Employees at least two (2) weeks in advance. Said shift schedule to stipulate the shift to be worked each day, the days to be worked each week, also designating the off days each week, which would be consecutive. Shift schedules shall adhere to all regulations specified in this Agreement, unless prior agreement by the Union has been obtained in writing.

- a) Newly developed shift schedules shall be posted ten (10) regular working days prior to implementation.
- b) The Employer shall not make any change to an Employee's time record affecting pay without the Employee's knowledge.
- c) An Employee shall have the option to keep a hard copy of their daily time record at the time of entry if they so choose.

- d) The Employer and the Union, conditional upon mutual agreement, may enter into an agreement to provide for a modified work week for a group of Employees. Such agreement may include a Saturday to Friday work week.

8.04 Call Out and Reporting Pay

Except for Employees on stand-by, any Employee who is called to work shall be paid a minimum of three (3) hours at their rate of pay.

Any Employee who reports for work, but due to inclement weather or operational closure cannot commence to work, shall be paid three (3) hours pay at their rate of pay.

8.05 Stand-by

Employees required by the general manager to remain within telephone contact and available to answer emergency and service calls during their off-duty hours shall be considered to be on stand-by.

- a) Employees on stand-by shall receive one (1) hour pay at their current rate per day on weekdays.
- b) Employees on stand-by duty during a statutory holiday or weekend shall receive one (1) hour pay at their rate of pay plus the appropriate shift premiums per day.
- c) In addition to the stand-by pay, the Employee shall be paid a minimum of three (3) hours at their rate of pay for each call out.

8.06 Change of Shift

Where a change of shift is required due to conditions of the service, the following conditions shall apply on the first day of the change:

- a) Forty-eight (48) hours written notice shall be given of the change. If it is not deemed practical by the Employer to deliver the written notice to the Employee, verbal notice will be acceptable providing that written notice is delivered to the Union at the commencement of the forty-eight (48) hour notice period. In emergency situations, twenty-four (24) hours' notice must be given where practical.
- b) There must be a minimum of nine (9) hours between shifts; and
- c) The Employee must not have worked previously in the working day of the first shift worked.

- d) If any of the above conditions are not fulfilled, the Employee will receive overtime pay for the first additional shift worked. The foregoing shall not be prejudiced by overtime worked in the previous shift.

## 8.07

### Overtime

- a) All hours worked outside the regular hours of work, as defined in Article 8 on scheduled days off, and on General Holidays shall be considered overtime and shall be paid at one and one half (1 ½) times the Employee's regular rate of pay.
- b) An Employee may choose to bank overtime at the rate specified in Article 8.07. Such banked time shall be taken off at a time mutually agreeable between the Employee and the Employer. Overtime bank shall not exceed eighty (80) hours.
- c) Prior to any pay period cut off, an Employee may request pay out of a portion, or all of the overtime bank once per month.
- d) Employees called back to work after completing their regular shift and leaving the Crosslink County Sportsplex shall receive a minimum of two (2) hours pay at overtime rates. Continuation of work beyond regular shifts, including provision for up to one half (1/2) hour meal periods, are not considered call-backs.
- e) Subject to the requirement for operational efficiency, overtime shall be distributed as follows:
  - i) When a shift is extended beyond the hours of work set out in Article 8.01 regular members of the crew, regardless of employment status, will be given first option to continue work on an overtime basis.
  - ii) Priority will be given to qualified senior staff occupying an established position and from the classification required and who normally work in that Department.
  - iii) Next priority would then be given to qualified senior staff occupying an established position from another classification but still within that Department.
  - iv) Next priority would then be given to qualified senior temporary or casual staff from that Department.

- v) The last priority goes to qualified senior staff occupying an established position from another Department.

8.08 In all cases the Supervisor requesting the work is required to clearly identify the work to be performed and the classification required.

8.09 Shift Premium

A seventy-five cent (\$0.75) per hour shift premium will be granted to Employees for any straight-time hours worked between 9:00 p.m. and 2:00 a.m. Monday through Sunday.

8.10 TPHD (Temporary Pay for High Level Duties)

When approved by the General Manager a two dollar (\$2.00) per hour rate will be added to any Employee working in a higher-level capacity this shift premium shall be in addition to all other premiums as per Article 8.09.

8.11 Reporting Pay

Any Employee reporting for work who has not been instructed not to report and who is sent home shall be paid a minimum of three (3) hours pay at their rate of pay.

Any Employee who starts work and is then sent home shall be paid a minimum of three (3) hours pay at their rate of pay.

No Employee shall be scheduled to work less than four (4) hours.

8.12 Statement of Earnings

- a) The Employer shall provide to each Employee on each payday a statement of their wages, overtime, other supplementary pay, and deductions.
- b) At the same time that Income Tax (T-4) Slips are made available, the Employer shall report on the amount of Union dues paid by each Employee in the previous year.

8.13 Pay Days

The Employer shall pay for hours worked at the rates set out in Schedule "A" attached hereto and forming part of this Collective Agreement.



Pay days shall be every second Friday and include compensation up to and including the previous Friday. However, the Union agrees that the Employer may pay earlier if it so wishes.

## **ARTICLE 9 - EMPLOYEE BENEFITS OR FRINGE BENEFITS**

### **9.01 Safety Gloves, Helmet and Footwear Allowance**

Employees with four hundred and eighty hours of (480) continuous service and who require safety footwear and/or gloves as a condition of employment shall be allocated a safety boot allowance of up to one hundred fifty dollars (\$150.00) and Part-time Employees shall have an allowance of seventy-five dollars (\$75.00) upon submission of receipts and on January 1<sup>st</sup> of every year.

### **9.02 Driver's License Medical**

If an Employee requires a classification of driver's license for which a medical examination is needed, the Employer shall reimburse the Employee for all receipted costs of the driver's license medical.

### **9.03 General Holidays**

The following shall be General Holidays:

New Year's Day	Labor Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
	August Civic Holiday

and all other holidays proclaimed by the County of Grande Prairie, the Province of Alberta or the Government of Canada.

9.04 All paid General Holidays named in this Collective Agreement shall be guaranteed irrespective of what day they may fall on, thus when such General Holiday(s) falls on an Employee's scheduled day(s) off, the Employer shall designate the next scheduled work day(s) as a General Holiday in lieu, or pay in lieu, provided the Employee has more than thirty (30) calendar days of service in the twelve (12) months preceding the General Holiday. A day(s) designated as a General Holiday(s) in lieu, may be changed by mutual agreement between the Employer, Employee and the Union.

- 9.05 Casual Employees shall be paid in accordance with Alberta Labour Standards to compensate for General Holidays.
- 9.06 When an Employee (s) work on a General Holiday, the Employee(s) shall be entitled to take a Regular working day off in lieu of such holiday or pay in lieu. Such day off in lieu shall be requested by the Employee prior to the General Holiday or pay in lieu shall be paid. Such day off in lieu shall be taken at a mutually agreed date between the Employee and their Supervisor.
- 9.07 Paid time off, or pay in lieu thereof, for a General Holiday shall be paid based on the length of the Employee's regular shift at the straight time rate.

**ARTICLE 10 - ANNUAL VACATIONS**

- 10.01 Employees occupying established positions on a full-time (forty (40) hours per week) basis shall be entitled to annual vacation leave accrual in accordance with the following:

<u>No. of Years on the Employee's Anniversary Date</u>	<u>No. of Working Hours Annual Vacation Accrual</u>
0-5 years	80 hours
6-10 years	120 hours
11-15 years	160 hours
16 and over	200 hours

- 10.02 For the purpose of this clause "Anniversary Date" means the effective date of appointment to an established position.
- 10.03 Vacation accrual occurs bi-weekly at a percentage rate which provides for the above annual accrual.  
  
Annual vacation accrual for Employees occupying established positions on less than a full-time basis shall be pro-rated.
- 10.04 Temporary and Casual Employees shall be paid in accordance with Alberta Labour Standards vacation pay each payroll.
- 10.05 Vacation hours may be accumulated to a maximum of eighty (80) hours for 0-5 years of service and one hundred twenty (120) hours for six (6) and more years of service.

- 10.06 An Employee's minimum vacation requirements, as per Alberta Employment Standards, must be scheduled and taken in each anniversary year.
- 10.07 Vacation requests Shall be in writing by March 31<sup>st</sup> for every year Vacation will be given in order of Seniority in no more than two (2) week blocks, to give everyone the opportunity for vacation. After March 31<sup>st</sup> it will be awarded on a first come first serve basis.
- 10.08 All Employees will have the right to exchange vacation time by mutual agreement all requests must be in writing fourteen (14) days in advance.
- 10.09 Vacation schedules shall be posted in an area visible to all Employees with any remaining available weeks highlighted.
- 10.10 Where an Employee qualified for sick leave or bereavement leave during their period of vacation, there shall be no deduction from vacation credits for such absence, when supported by a Doctor's certificate for sick leave, or documentation for bereavement leave. The period of vacation so displaced shall either be added to the vacation period or reinstated for use later by mutual consent of both parties.

## **ARTICLE 11 - LEAVE OF ABSENCE**

- 11.01 Employee(s) desiring leave of absence must apply to their immediate supervisor in writing. Should their application be refused, they shall have the right to appeal to the Manager.
- 11.02 If an Employee has been granted leave of absence, they will be required to pay the full cost of all fringe benefits, such as medical plan, group insurance, and other levies providing the leave of absence exceeds one (1) month.
- 11.03 Three (3) representatives of the Union, who are Employees of the Employer, shall attend negotiating and grievance meetings and any other meetings designated by the Employer, and if held within their normal working hours shall suffer no loss of pay or benefits.
- 11.04 Upon written application from the Union to the Supervisor, Employees elected or appointed to represent the Union at conventions, schools, or conferences shall be granted leave of absence with pay for this purpose subject to the Employer being able to maintain ongoing operations in the Employee's absence. An Employee on an approved Union leave of absence shall continue to receive all pay and benefits, subject to the terms of the Employers Benefit Plan and the terms of the applicable group

insurance plans, and all normal payroll deductions will be made. The Employer in turn shall bill the Union for all pay and benefits paid. The Union, upon receipt of the billing shall reimburse the Employer forthwith.

11.05 Jury Duty

A permanent full-time, part-time, probationary, or temporary Employee who is required to serve as a juror or is subpoenaed as a witness where the Employee is not the subject of litigation, shall be granted the necessary time off without pay while so serving.

11.06 An Employee on a leave of absence from their usual position in order to fill a position or acting position within the Crosslink County Sportsplex, or the Canadian Union of Public Employees to (a maximum of twenty-four (24) months for CUPE positions) will have the ability to return to their former position and wage rate and will retain and accumulate their seniority during the term of the position. Union dues will be deducted based on the Union wage rate for the Employee's usual position.

11.07 Bereavement Leave

Full-time Employees shall be entitled to bereavement leave up to a maximum of five (5) working days with pay at the time of death of an immediate relative as follows: son, daughter, current partner (including common law partner), mother, father, sister, brother, step parents, step children and step siblings, step grandchildren, parent of current partner, son-in-law, daughter-in-law, grandparent, grandchild, sister-in-law, brother-in-law, grandparent of partner, or legal guardian.

Up to a maximum of two (2) additional days will be granted for travel time, if distance travelled is more than 450 kilometers from Grande Prairie.

11.08 Short term Sick Leave

Full-time permanent Employees shall be eligible to accumulate short term sick leave pay at the rate of one (1) day for every month of permanent full-time employment, to a maximum of eighty-five (85) working days. Any lost time due to illness, except those hours paid by the Workers' Compensation shall be deducted from the Employee's accumulated sick leave.

All Employees shall advise the Employer of sickness a minimum of four (4) hours prior to the commencement of their shift. The Employer shall provide each Employee the procedure and telephone number(s) by which the Employee is to advise the Employer of sickness. A Doctor's certificate signed by a physician after three (3) continuous days as proof of illness may be requested by the Employer. The Employer shall reimburse the

Employee for receipted costs of the requested certificate. Abuse of sick leave may result in disciplinary action.

When an Employee receives benefits under the Long-Term Disability Insurance Plan, payments made by the Employer under this clause shall cease upon the date of the first payment and for as long as the Employee is receiving such benefit.

An Employee shall not lose, accrue, or have access to sick leave benefits while on lay off.

Employees suffering from an addiction who are actively engaged in and recognized treatment program shall be eligible for coverage as determined by Nustadia Recreation Inc. benefit provider

#### 11.09 Family Leave

In case of illness of a spouse or dependent, an Employee shall be entitled, after notifying their Supervisor, to use accumulated sick leave, to an annual maximum of seven (7) days, to care and make arrangements for the member of the family who is ill.

Dependent is defined as a member of the Employee's family who is dependent on the support of the Employee.

The provisions of (*sick leave*) shall apply to this clause.

#### 11.10 Maternity, Adoption and Parental Leave

Parental leave shall be granted by the Employer to a Permanent Employee who has worked for the Employer for the minimum of ninety (90) days upon the impending birth of a child.

Leave shall be for a maximum period of sixteen (16) weeks for maternity leave and up to a maximum of an additional fifty-six (56) weeks for parental leave with the Employer, to a total maximum leave of seventy-two (72) weeks.

Request for maternity or parental leave must be made in writing a minimum of two (2) weeks prior to the date they intend to commence maternity or parental leave, and the application shall enclose a medical certificate certifying that the mother is pregnant and indicating the estimated date of delivery. During the period of maternity or parental leave, the Employer shall continue the Employee's benefits listed under the Employers Benefit Program provided the Employee pays the full cost of the benefits.

An Employee on maternity or parental leave shall provide the Employer with two (2) weeks written notice of the date they wish to return to work and upon their return to work they will be placed in the same classification held by them immediately prior to them taking maternity or parental leave.

A pregnant Employee may be absent from the workplace for a valid health-related reason. The onus is on the Employee to establish legitimacy of the health-related absence.

**11.11 Disappearance or Death of a child**

An Employee shall be entitled to fifty-two (52) weeks unpaid leave in the event of the death or disappearance of a child, as a result of a probable Criminal Code offence. An Employee in an established position may use family and Sick leave before commencing the fifty-two (52) weeks unpaid leave. Employees shall not lose Seniority or their position while on leave. Upon returning to work the Employee shall be returned to their original position and rate of pay.

In the event that the disappearance of the child resulted in death the Employee shall be entitled to one hundred and four (104) weeks of unpaid leave as a result of a probable Criminal Code offence. An Employee in an established position may use family and Sick leave before commencing one hundred and four (104) weeks unpaid leave. Employees shall not lose Seniority or their position while on leave. Upon returning to work the Employee shall be returned to their original position and rate of pay.

**11.12 Job Protected Leaves**

Critical illness leaves	Thirty-six (36) weeks for a child Sixteen (16) weeks for an adult as per Employment Standards
Compassionate care leaves	Twenty-seven (27) weeks per year
Domestic Violence Leaves	Ten (10) days per year per Employment Standards
Revisit leave as needed	

## **ARTICLE 12 - EMPLOYEE BENEFITS**

### **12.01      Pension Plan**

Every eligible Employee may join the Employers Pension Plan. The Employer and the Employee shall each pay their share of the premiums of Employers Pension Plan or to any future plan.

### **12.02      Alberta Health Care Insurance**

The Employer shall pay 50% and the Employee 50% of the premium for Single Coverage. Family Coverage shall be paid 50% by Employee and 50% by Employer.

### **12.03      Group Life Insurance, Accidental Death and Dismemberment Insurance, Extended Health Benefit, and Dental Group Insurance**

- a) The Employee shall pay 100% of the premium to the group life insurance.
- b) Extended health, Vision and Dental claims reimbursement shall be provided by the Employer, premiums 100% Employer paid.
- c) Accidental Death and Dismemberment Insurance premiums shall be 100% Employee paid.
- d) The plans shall cover eligible Employees and their dependents.
- e) Prior to any Employer initiated changes to the group insurance benefits, the Employer agrees to discuss such contemplated changes with the Union Representatives as per clause 12.04 of this agreement.
- f) The Employer and the Union agree that such discussion will take place through the Benefit Advisory Team.

### **12.04      The Employer confirms that the Benefit Advisory Team is established whose role will be to:**

- a) Become knowledgeable regarding the current Employer benefit plan.
- b) Provide the Employer with input from Employees regarding the current benefit plan.

- c) Receive options available from the Employer should any changes to the benefit plan be contemplated.
- d) Provide the Employer with input from employees on the available options.

Membership for the Benefit Advisory Team will include three (3) CUPE Representatives.

12.05 Long Term Disability

The Employer shall provide a long-term disability insurance plan, eligibility is according to the plan provider. The premiums shall be 100% Employee paid.

12.06 Eligibility

Eligibility is determined as per the NRI benefit plans. “

12.07 Application of Agreement to Shift Schedules which incorporate shifts exceeding ten (10) hours.

- a) Employee entitlements under the following clauses shall be earned and calculated in hours, based on eight (8) or ten (10) hours equals one (1) day: Annual Vacations, (article 10), Bereavement Leave, (article 11.07), Sick Leave, (article 11.08), and Family Leave, (article 11.09).
- b) Where an Employee is absent from work for reasons of annual vacation, sick leave or bereavement leave, they shall receive one (1) hour's pay for each scheduled regular hour of work missed, up to their total hours of entitlement as set out in Article 12.07 and their entitlement shall be reduced accordingly. An Employee may request additional time off without pay to ensure that the leave expires at the end of a regular shift. An Employee on bereavement leave shall be granted, on request, additional time off without pay.



## **ARTICLE 13 - SENIORITY**

- 13.01 Permanent Employees shall acquire seniority and the seniority shall date back to the date last hired. Employees shall continue to acquire seniority during all absences from work.
- 13.02 When any temporary or casual Employee is accepted into an established position, as designated by the Employer, and such employment is consecutive, with no break in employment greater than six (6) consecutive months, then seniority shall be back dated and accrued from the date the consecutive employment commenced but shall not include breaks in employment.
- 13.03 Acceptance into an established position, as described by the foregoing, will not preclude the affected Employee from the probationary period as per Article 7.01 of the Collective Agreement.
- 13.04 Future vacation eligibility will be based on the employment date of the consecutive employment; however, the first year will be prorated from the date of appointment to the established position.
- 13.05 Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, layoffs, permanent reduction of the work force and recall provided the Employee has the necessary qualifications.
- 13.06 An Employee shall not lose seniority rights if they are absent from work because of sickness, disability, accident, layoff, or leave of absence approved by the Employer. An Employee shall only lose his seniority in the event:
- a) They are discharged for just cause and are not reinstated; or
  - b) they suddenly quit and walk off the job or resign in writing and does not withdraw within two (2) working days; or
  - c) they fail to return to work within seven (7) calendar days following a layoff after being notified to do so by Certified Mail at his last known address unless the Employee establishes at the first reasonable opportunity that failure to return to work was due to sickness or other just reason.
- 13.07 The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards on February 1<sup>st</sup> of each year.

13.08 Layoffs and Rehiring

- a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff in any classification, Employees in that classification shall be laid off in the reverse order of their seniority. Employees laid off may exercise their seniority rights over any Employee having less seniority provided they have the necessary qualifications as determined by the Employer. Permanent Employees shall be recalled in the order of their seniority providing they are qualified to do the work. No new Employees shall be hired until the permanent Employees laid off have been given an opportunity for re-employment.
- b) Employees are not required to accept recall to a lower paying position and will remain eligible for recall.
- c) From the date of lay-off, if an Employee's former position becomes available, and the Employee has bumped into another position, or vacant position, or has been recalled and accepted another position, such Employee shall be given first priority for reinstatement to their former position. Unless, such Employee notifies the Employer/Union in writing that they are no longer interested in being recalled to their former position.
- d) The Employer agrees to provide written notice of termination according to Alberta Labour Standards.

**ARTICLE 14 – PROMOTIONS, POSTINGS AND STAFF CHANGES**

- 14.01 Prior to filling a staff change or promotion covered by the terms of this Agreement, the Employer shall notify the Union in writing (an electronic copy of the posting will be provided to the Recording Secretary of the Local) and post notice of the position on all bulletin boards easily accessible to all Employees for a minimum of ten (10) consecutive working days in order for all members to make an application. If there are no qualified internal applicants, the Employer will then be allowed to post externally.
- 14.02 The Employer will initiate a vacant review process within ten (10) workdays of an established position becoming vacant and advise the Union. The Employer will post a list in each department showing all permanent positions. This list will be updated whenever a vacant review process has created a change in that department.
- 14.03 Both parties recognize that job opportunity should increase in proportion to seniority and qualifications. In making staff changes, in any department,

such appointments shall be made from permanent staff of the Employer provided that the applicants have the necessary seniority, qualifications and ability. Where qualifications and ability are relatively equal, seniority shall be the determining factor. The successful applicant shall be placed on a trial period of one hundred and sixty (160) hours. Conditional upon satisfactory service, such trial period shall become permanent after one hundred and sixty (160) hours. In the event the applicant proves unsatisfactory, they shall be returned to their former position and wage rate without loss of seniority. An Employee on trial period shall have the right to return to their former position within one hundred and sixty (160) hours if they so desire.

14.04 If there are no qualified applicants from permanent staff, the Employer may appoint an applicant with the demonstrated aptitude an opportunity to learn the position tasks. The successful applicant will be placed on a trial period to be determined by the Employer and the Union prior to posting. In the event the applicant proves unsatisfactory, they shall be returned to their former position and wage rate without loss of seniority. An Employee on trial period shall have the right to return to their former position within the trial period if they so desire.

14.05 If there are no successful permanent applicants then qualified temporary and casual applicants, currently employed, shall be considered before external candidates.

14.06 A qualified temporary or casual applicant shall be hired in preference to any external candidate if:

- a) The qualified temporary or casual applicant is currently employed in the classification being hired for at least four hundred and eighty (480) hours.
- b) The qualified temporary or casual applicant's performance and conduct record is at least satisfactory in all areas.

14.07 The Recording Secretary of Local 787 will receive a quarterly change report from the Employer of all appointments, hiring, layoff, rehiring, termination of employment, contact information and changes of employment status for all members.

## **ARTICLE 15 – NEW CLASSIFICATIONS**

- 15.01 Any new classifications established by the Employer shall be subject to negotiations with the Union to determine a pay rate. The Employer agrees to notify the Union upon the establishment of the new classification and suggested rate of pay. The Union shall have thirty (30) days after such notification to request that the rate of pay so established by the Employer be made the subject of collective bargaining. Any negotiated rate of pay shall be retroactive to the date of establishment of the new classification.
- 15.02 The Employer and the Union agree that the matter of job descriptions will be referred to the Labor Relations Committee in an attempt to clarify and resolve terms of reference for each classification.
- 15.03 When the Employer acquires new equipment or when equipment is substantially modified, as determined by the Employer, the classification will be referred to the Labor Relations Committee for discussion.

## **ARTICLE 16 – JOB TRAINING**

- 16.01 As determined by the Employer, Employees who are required to obtain or maintain certification for their job requirements shall have training and wages covered by the Employer.
- 16.02 Employees can apply to access funds for further training and career development. Requests will be considered in accordance with Employer policies, procedures, and availability of funds.
- 16.03 The Employer may arrange, when practical, “on-the-job training”, so that Employees may have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Permanent Full Time Employees will be given first priority.
- 16.04 During the training period, the trainee shall be paid the same hourly rate as received in the position vacated to receive the training.
- 16.05 When an Employee trains another Employee and the trainer's rate is lower than the trainee's rate, the trainer shall receive the same rate as the trainee.

## **ARTICLE 17 - JOB DESCRIPTIONS**

- 17.01 The Union shall be supplied with all job descriptions that fall in the scope of the Bargaining Unit and as changes occur.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

### **18.01 Definition of Grievance**

A grievance under this Agreement shall be defined as any difference or dispute between the Union or any Employee(s) and the Employer concerning the interpretation, application, operation or alleged violation of this Agreement.

- a) An "Individual Grievance", being a Grievance relating to or affecting the rights of one Employee.
- b) A "Group Grievance", being a Grievance relating to or affecting the rights of one Employee.
- c) A "Policy Grievance", being a Grievance initiated by the Union to address a difference of general interpretation or application of the Agreement.

### **18.10 Settling of Grievances**

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

When submitting the grievance, the Union shall inform the Employer, in writing, the names of those Union Representatives that will be dealing with that particular grievance.

Step Two (2) of the grievance process may only be waived by mutual agreement between the Employer and the Union in the best interests of expediting the grievance efficiently.

- 18.11 Grievances dealing with dismissal shall be entered at step 2 and shall be initiated within fifteen (15) working days of the dismissal.

Step 1: An Employee who believes themselves to be aggrieved shall within ten (10) working days, take up the matter with their immediate Supervisor and attempt to solve the grievance. For this purpose, they may, if they wish, be either accompanied by a

representative of the Union or have the representative initiate the conversation on their behalf.

- Step 2: Failing satisfactory settlement within ten (10) working days after the difference was submitted under Step 1, the Employee(s) concerned, together with a member of the Union, will submit within five (5) working days to the next level of management, a written statement of the particulars of the complaint, the articles of the collective agreement violated and the reasons a violation is alleged and the redress sought. The Union shall meet with the next level of management and the Employer representative within five (5) working days to present their position, in the hopes of resolving the matter. This next level of management shall render their decision in writing within ten (10) working days after meeting with the Grievor and the Union.
- Step 3: Failing settlement being reached in Step 2, the Employee(s) concerned, together with the union, shall within five (5) working days submit the matter in writing, the articles of the collective agreement violated and the reasons a violation is alleged to the Employer's Senior Vice President. The Senior Vice President shall meet with the Employer Representative, the Grievor and/or the Union, in hope of resolving the matter. The Senior Vice President shall render their decision in writing within ten (10) working days after meeting with the Grievor and/or the Union.
- Step 4: If the grievance is not settled, the grievance may be referred, within fifteen (15) working days, to an Arbitration Board consisting of three (3) members. One (1) member to be appointed by the Union and one (1) member by the Employer. The third member, who shall be Chairman, will be jointly appointed by the Union and the Employer. In the event the Chairman cannot be agreed upon, the Minister of Labor shall make this appointment.

18.12 Alternatively, the grievance may, by mutual agreement, be referred to a single arbitrator as per Section 135 of the Alberta Labor Relations Code, Statutes of Alberta as amended within fifteen (15) working days.

18.13 At any time before Arbitration either party may request to settle grievances by mediation, such requests shall not be unreasonably denied.

18.14 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where the Union has a grievance, Step 1 of Article 18.11 may be by-passed.

**18.15 Failure to Act Within Time Limits**

- i. Failure of the Union to process a grievance to the next step in the grievance procedure within the time limit specified, shall not be deemed to have prejudiced the Union on any future identical grievance.
- ii. Where the Union fails to follow the grievance procedure in respect to a grievance, a failure to comply with any of the time limits for initiating a grievance or advancing a grievance to the next step of the grievance procedure, the grievance shall be deemed to have been abandoned.
- iii. Where there is a failure by the Employer to respond with any of the time limits prescribed in the grievance procedure the grievance shall be deemed to have been advanced to the next step of the grievance procedure.

**18.16 Extension of Time Limits**

Time limits in the grievance procedure may be extended by mutual agreement between the Employer and the Union, confirmed in writing.

For the purpose of the grievance procedure "working days" shall mean Monday through Friday, excluding General Holidays.

**18.17** The Union shall advise the Employer of the Shop Stewards elected to process grievances on behalf of the Employees covered by this Agreement.

**18.18** A Shop Steward shall first obtain permission from their immediate supervisor to investigate a grievance, such permission shall not be unduly withheld.

**SCHEDULE "A"**  
**Wage Schedule**

Employees will be paid wage rates in accordance with the Wage Schedule set out below. All wage rates are expressed as dollars per hour.

An over all 5% signing bonus based on 2018 T4s Jan1 2019 ,10% increase on top of the already given 2% increase, 10% increase Jan 1, 2020, 2% increase Jan 1, 2021, 2% increase Jan 1, 2022.

The wage grid below will need to be updated to reflect the already given 2% increase.

Job Classification	Current	Jan 1, 2019 10%	Jan 1, 2020 10%	Jan 1, 2021 2%	Jan 1, 2022 2%
Custodian 1	\$18.13	\$19.94	\$21.93	\$22.37	\$22.82
Custodian 2	\$20.64	\$22.70	\$24.97	\$25.47	\$25.98
Guest Service Attendant	\$16.98	\$18.68	\$20.55	\$20.96	\$21.38
Facility Operator I	\$24.41	\$26.85	\$29.54	\$30.13	\$30.73
Facility Operator II	\$25.02	\$27.52	\$30.27	\$30.88	\$31.50
Fieldhouse Attendant	\$18.18	\$19.94	\$21.93	\$22.37	\$22.82
Camp Instructor	\$18.18	\$19.94	\$21.93	\$22.37	\$22.82
Lead Camp Instructor	\$22.44	\$24.68	\$27.15	\$27.69	\$28.24

Reminder once we have established the Collective Agreement, the Union and the Employer will come up with a chart with all dates and deadlines outlined in the Collective Agreement for easy reference.

Signed this 25 day of July, 2019, in the City of Grande Prairie in the Province of Alberta.

**For the Union**

**For the Employer**

