

# **COLLECTIVE AGREEMENT**

**between**

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

**-and-**

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

**January 1, 2015 to December 31, 2017**

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## PREAMBLE

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

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

Now therefore, it is agreed as follows:

## ARTICLE 1 – DEFINITIONS

- 1.01 "Union" shall mean the Canadian Union of Public Employees Local 1505.
- 1.02 (a) "Employer" shall mean Regional Recreation Corporation of Wood Buffalo (RRC).  
  
(b) "Facility shall mean any location managed by RRC to provide recreational facilities available to the general public.
- 1.03 A "Regular Full-Time Employee" shall mean any employee who is employed for an indefinite duration of time to work a minimum of seventy (70) hours bi-weekly as specified in their offer of employment.
- 1.04 A "Regular "Part-Time Employee" shall mean any employee who is employed for an indefinite duration of time to work a minimum of fifty (50) hours biweekly as specified in their offer of employment.
- 1.05 A "Part-Time Employee" shall mean any employee who is employed for an indefinite duration of time to work less than the prescribed hours for regular full-time employees.
- 1.06 "Probationary Employee" shall mean a newly hired employee hired into any position and who is serving the required probationary period as per Article 7.03.
- 1.07 "Term Employee" shall mean an employee who is hired to replace a permanent full-time, regular part-time/part-time employee absent on approved leave of absence, to assist

with special projects or hired as non-regular additional staff compliment whose term of employment shall not exceed Twelve (12) calendar months, unless otherwise agreed by the Union.

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

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

Term employees who have worked full time hours, for a three month period, in one term of employment and who return for a second consecutive term will be entitled to the health benefit plan available for full-time employees, effective on their first day of employment of the second consecutive term.

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

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

## ARTICLE 2 – MANAGEMENT RIGHTS

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

## ARTICLE 3 - RECOGNITION CLAUSE

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

3.02 It is agreed that persons whose jobs are not contained within the framework of the definition of the said Bargaining Unit shall not work on any jobs which are included in the

Bargaining Unit except for purposes of instruction, experimenting, emergencies, or short term absence of less than 7 to 12 hours, as per posted schedules.

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

3.04 Employer/Union Labour Management Committee

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

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

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

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

A special meeting may be held at the call of one party with the concurrence of the other party, in order to discuss matters arising of mutual concern. A National Representative of the Canadian Union of Public Employees may attend such Labour management Meetings.

### 3.05 Human Rights Policy

- (a) The Employer and the Union agree that there shall be no discrimination against any employee because of a person's race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, gender, sexual orientation, age, Union membership or activity, or because of a criminal or summary conviction that is unrelated to the employment or intended employment of that person.
- (b) The Employer and the Union agree that all employees are entitled to a work environment free from harassment, intimidation, bullying or violence of any form. The parties to this Collective Agreement shall be governed by the terms and conditions of the Employer's policies on harassment and conduct and behavior in the workplace as it pertains to this context, this Collective Agreement and applicable legislation. The Union shall be provided with any amendments to the above noted policies.

### ARTICLE 4 - CHECK OFF OF UNION DUES

- 4.01 The Employer shall deduct from every Employee covered by this Agreement all monthly dues and initiation fees levied in accordance with the Union's Constitution and/or Bylaws and owing by him to the Union.
- 4.02 Deductions shall be made from each payroll and shall be forwarded to the Secretary-Treasurer of CUPE Local 1505 not later than the fifteenth (15th) day of the following month. The dues shall be accompanied by a list of all employees from whose wages the deductions have been made, along with the amount of the wages paid, the amount of dues deducted, and the total hours worked by each employee.

The above check off of Union dues shall also include each employee's home address and phone numbers with such list including any changes in the information. It will be the responsibility of the employee to notify the Employer of any changes to the above noted information.

- 4.03 At the same time the income tax (T-4) slips are made available, the Employer shall indicate on the slips the amount of Union dues paid by each Union member in the previous calendar year.
- 4.04 In consideration of the premises above and of the Employer making the compulsory check off of Constitutional dues as therein provided, the Union agrees to and does hereby indemnify and save the Employer harmless from all claims, demands, actions,

and proceedings of any kind and from all causes of action which may arise or be taken against the Employer.

- 4.05 The Employer will endeavor to provide information to the Union that will assist it to fulfill any legislative disclosure requirements.

The Employer will grant leave without pay for a member designated by the Union to complete the reports needed to comply with any federal or provincial legislation that requires disclosure of union finances or other affairs.

In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this collective agreement or existing legislation, the Employer will endeavor to provide any amended information required.

- a) any such amended information will be sent to the Union's Local Secretary-Treasurer and National Servicing Representative.
- b) the Employer will provide un-paid union leave and access to the workplace during working hours for the Union to review employee dues information and applicable authorizations.

#### ARTICLE 5 - UNION REPRESENTATION

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

- 5.02 Any representative of the Union or the Bargaining Committee shall have the right to attend joint negotiating sessions held within working hours with no loss of pay. All meetings will be jointly set with consideration given to minimizing the disruption of work schedules.

#### 5.03 Union Stewards

- a) The Employer agrees to recognize Union Steward(s) from the bargaining unit, not to exceed one recognized steward for each department as per b) below. The Union agrees that Union Stewards have their regular duties and responsibilities as employees to perform and shall not leave their regular duties without first obtaining permission from the employee's immediate supervisor or designate. Such permission shall not be unreasonably withheld.
- b) The Union will advise the Employer of the names of the stewards at the facilities managed by RRC, updated as and when changes occur. The Employer will not be

required to acknowledge the functioning of a steward without being so advised of the steward's names.

5.04 The Employer agrees that Stewards shall not be hindered in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed by the Employer and that he will not leave his work during working hours except to perform his duties under this Agreement.

5.05 The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number and, if available cellular number, work and personal e-mail.

The employee contact information will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a quarterly basis.

#### 5.06 Union Orientation

a) During the initial interview process, the Employer will advise potential employees that a CUPE collective agreement is in effect.

b) The Union will be advised of any scheduled new employee orientation session and be provided a maximum of thirty (30) minutes the opportunity, during any such session, to make a presentation to employees about membership in the Union, and to acquaint them with the structure, benefits, duties of union membership and the name(s) of the Union Steward to contact should they have any questions

The Union will provide the Employer with advance copies of any materials to be used in any such orientation session.

c) The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, term, casual), of all employees hired into the bargaining unit, on a monthly basis.

#### ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 a) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement

b) A grievance, in order to be processed, must:

i) follow the procedure outlined commencing at 6.02 & 6.03 below.



- ii) the grievance must state in writing the sections of the Agreement allegedly violated, details of the alleged grievance and any relief sought by the employee,
  - iii) the grievance must bear the signature of the employee and a representative of the Union
- c) An employee shall have the right to be represented by the local Union at any step in the grievance procedure.

#### 6.02 Complaint Stage

The employee shall, as soon as possible after becoming aware of a problem, inform his immediate supervisor of the problem. If the employee is not satisfied with the supervisor's solution to this problem, and if he so desires, he may within twenty (20) calendar days of the date he became aware of the problem, file a formal written grievance

#### 6.03 Grievance Stage Step 1:

Upon receipt of a written grievance, the Manager/Director shall request a formal meeting to discuss the particulars of the matter with the employee who may be accompanied by his Shop Steward. The Manager/Director must give his response in writing within ten (10) calendar days of the meeting

#### Step 2:

Failing resolution of the grievance at Step 1, the aggrieved employee may submit his grievance in writing to the Director, Human Resources within ten (10) calendar days of the completion of Step 1. Director, Human Resources, or his designate, shall within ten (10) calendar days of the date he receives the written grievance, hold a meeting with the employee, alone or accompanied by a representative of the Union. The Director, Human Resources, or his designate, shall endeavor to immediately settle the grievance so presented and shall give his decision in writing within ten (10) calendar days after such meeting.

#### Step 3:

If within ten (10) calendar days of receiving the response or within ten (10) calendar days of when the response should have been given, a settlement is not reached at Step 2 the grievance may be referred to arbitration by the Union.

#### **6.04 Policy Grievance**

A Policy Grievance is defined as an alleged violation to this Agreement, and can be presented, in writing, by either the Employer or the Union, and shall be commenced at Step 2 of the grievance procedure, within ten (10) calendar days after the circumstances giving rise to such grievance occurred, or as to the interpretation or application of the language of the agreement.

It is expressly understood that the provisions of this article shall not be used with respect to a grievance directly affecting an employee who could have instituted it him/herself.

- 6.05 Except where time limits are extended by written agreement between the parties, the presentation and processing of any grievance herein must be followed strictly according to the grievance procedure and all stages thereof and within the applicable time limits set out. It is understood that all time limits are mandatory. Email request and reply within the time limits will serve to meet the requirement of written agreement.
- 6.06 When a grievance is submitted to Arbitration under this Agreement, the notice referring the matter to Arbitration shall state the name and address of the nominee of the party referring the matter to Arbitration. Within fifteen (15) calendar days thereafter, the other party will advise the first party of the name and address of its nominee to Arbitration Board. The two (2) nominees shall then select a third (3rd) person who shall be Chairman to the Arbitration Board.
- 6.07 If the party receiving the notice fails to appoint a nominee or if the two (2) nominees fail to agree upon a Chairman within fifteen (15) days of their appointment, the required appointment shall be made by the Minister of Labour upon the request of either party.
- 6.08 The Board shall determine its own procedure and shall give all parties the opportunity to present evidence and make representations.
- 6.09 The findings of a majority of the Board or, failing a majority, the decision of the Chairperson of the Board as to the facts and as to the meaning, application, or alleged violation of the provisions of this Agreement shall be conclusive and binding upon all parties concerned, but in no event shall the Arbitrator alter, modify or amend any part of this Agreement.
- 6.10 Each party shall pay one half of the fees and expenses of the Chairman of the Board, and the total fees and expenses of their nominee and any of their witnesses.
- 6.11 The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when dealing with grievances with the Employer. Upon request, such representative shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Such access shall not be unreasonably denied by the Employer

## ARTICLE 7 – SENIORITY

- 7.01 Seniority shall be Bargaining Unit wide and shall be based on the length of continuous service with the Employer since the last date of hire. Regular part-time/part-time employees shall accrue seniority pro-rated to full-time equivalency.
- 7.02 The Employer shall maintain a Seniority List showing the date upon which each employee's service commenced. An up-to-date Seniority List shall be sent to the Union in January of each year. The Union will have thirty (30) days to request corrections to the information provided.
- 7.03 All newly hired full time employees shall be on probation for the first three (3) calendar months of employment, 6 months in the case of regular part-time/part-time employees. Such Probation may be extended up to a maximum of a further three (3) months, for full-time employees, six (6) months in the case of regular part-time/part-time employees, by mutual agreement between the Employer and the Union. Whenever a regular part-time/part-time employee reaches the full time equivalent hours of a full-time employee's probation period they shall be deemed to have completed their probationary period, unless otherwise extended.
- a) During the probationary period, such employee shall be entitled to all rights and benefits of this Agreement. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure, provided such termination is not discriminatory, arbitrary or in bad faith. After completion of the probationary period, seniority shall be effective from the original date of employment.
  - b) During the probationary period, the Employer shall conduct a formal review of the newly hired employee's performance within seven (7) working days of the completion of six (6) weeks employment or the equivalent number of hours in the case of regular part-time/part-time employees.

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

- 7.04 An employee shall not lose seniority if he is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee shall lose his seniority in the event:

- (a) He terminates his employment by being absent from work in excess of three (3) consecutive days with insufficient cause or without notifying the Employer, unless such notice was not reasonably possible;

- (b) He is laid off for a period longer than one (1) year.
- (c) He is discharged for just cause and is not reinstated by the Employer;
- (d) He resigned in writing or verbally and does not withdraw his resignation within two (2) days;
- (e) He rejects an offer of recall of employment to the same or similar position, or fails to return to work following seven (7) calendar days of accepting recall.

7.05 An employee may only be transferred or promoted to a position outside of the Bargaining Unit with his consent. When temporarily transferred to a position outside of the Bargaining Unit, the employee shall retain seniority and continue accruing seniority during the period of the temporary transfer.

- a) When promoted to a position outside of the Bargaining Unit, the employee shall retain the seniority accrued to the date of the transfer, during the trial period of the new position.
- b) If such an employee requests or is returned to the Bargaining Unit prior to the termination of the trial period, he/she shall be placed in a job consistent with his qualifications and previous seniority within the Bargaining Unit. Where as a result of operational change no such position or comparable position exists, the employee will be deemed to be on lay-off subject to Article 7.04 b).
- c) Following the trial period, should a promoted employee return to the bargaining unit, in accordance with the posting procedure seniority shall commence to accrue, as with a new employee, as at the date of return to the bargaining unit.

## ARTICLE 8 - PROMOTIONS AND VACANCIES

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

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

- (a) Job title, nature and physical location of the position.

- (b) Qualifications required.
- (c) Knowledge and education.
- (d) Skills, shift, hours of work, wages or salary rate or range.
- (e) Established job descriptions shall apply.

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

- 8.02 The parties agree that advancement and opportunity for promotion should increase with seniority and as such, the Employer will continue its practice of considering internal applicants prior to external applicants. The parties further recognize the obligations of the employer to provide, where possible, training and development opportunities, in accordance with its policy as amended from time to time, and to employees to follow through on such training and development opportunities and employee's interest in training initiatives to assist in their career enhancement. In the event of conflicts for training opportunities seniority will govern the order of training.
- 8.03 In assessing the required qualifications of applicants, the Employer shall consider such individual's abilities, skills, experience and knowledge required for the vacant position. In making appointments to vacant positions within the Bargaining Unit, it is agreed that where the required qualifications of two or more applicants are approximately equal, seniority shall govern.
- 8.04 A promoted or transferred employee shall serve a three (3) calendar month trial period. A promoted or transferred employee, at his option or at the decision of the Employer, may be returned to his former position during the trial period.
- 8.05 Following completion of the initial probation/trial period a newly hired, promoted or transferred employee will not be eligible for consideration for a subsequent position or transfer until following completion of nine (9) calendar months in their new position, unless otherwise agreed by the Employer.
- 8.06
- a) When assigned by management or his supervisor, an employee who temporarily substitutes for a continuous period of 2 hours or more in a higher paying position, shall receive the higher rate of pay for those hours worked.
  - b) When an employee is temporarily assigned by his/her supervisor to a position paying a lower rate of pay, the employee's rate of pay shall not be reduced.
  - c) Consideration shall be given to an employee acting in a temporary capacity in a management or supervisory position. Compensation will be determined on a case-by-case basis, when the employee is offered the acting position.

- 8.07 The Employer agrees to compile job descriptions for all positions within the Bargaining Unit and to present these job descriptions to incumbents and the Union as they are completed. Any revisions to existing job descriptions will be provided to incumbents and the Union as and when any such revisions occur.
- 8.08 The Employer will provide notice to the Union of terminations, new hires, lay-offs and posting of vacancies on a weekly basis.

#### ARTICLE 9 - LAY-OFFS AND RECALLS

- 9.01 A lay-off shall be defined as a temporary severance of the work employment relationship for the purpose of reducing the work force, in any given facility in order to meet the manpower requirements of the Employer.
- 9.02 Subject to 9.01 above, employees shall be laid off in the reverse order of their Bargaining Unit seniority within their classification as outlined in Schedule "A". The Union shall be consulted prior to any such changes in the workforce.
- 9.03 Advance Notice of Lay-Off

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

- a) During the probation period— one (1) week notice,
- b) Following the probation period and up to twenty-four (24) month of service – two (2) weeks notice
- c) following twenty four (24) months of service – four (4) weeks' notice,

If the employee, has not had the opportunity to work the full period after notice of lay-off, he shall be paid in lieu of work for that part of the notice period during which work was not made available. Laid off employees will be placed on a recall list to be available for recall for twelve (12) months from their last day worked.

- 9.04 The most senior employee laid off, who meets the requirements of the job posting, will be the first recalled to a full-time or regular part-time or part-time position, provided he has retained his accrued seniority. New employees shall not be hired unless those laid off who have the required qualifications for the available position have been offered opportunity for employment.

The employee on lay-off shall notify the Employer of his intention to accept or reject the position within seven (7) calendar days of notice of recall. If accepted the employee shall return to work no later than a further seven (7) calendar days. If rejected, the employee will lose recall rights and seniority in accordance with Article 7.04.

- 9.05 An employee who is laid off is responsible for advising the Human Resources Department in writing, of any change of address or telephone number.
- 9.06 Should the Employer be unable to contact a laid off employee by telephone within five (5) calendar days of the first attempt to contact him, the next laid off employee will be contacted and offered the position. Both parties consider a minimum of three (3) phone calls a reasonable attempt to contact. The first employee will be contacted by double registered mail and asked if he wants to remain on the recall list. Should he fail to contact the Employer within seven (7) calendar days of receipt of the letter, or, should the employee's address no longer be valid, the employee shall lose all rights to recall.
- 9.07 Any employee who has been on lay-off for twelve (12) consecutive months shall be removed from the seniority list and shall lose all rights of recall.

#### ARTICLE 10 - HOURS OF WORK

- 10.01 The work week shall commence on the first shift on Friday, and end with the last shift on the following Thursday.
- 10.02 RRC provides recreational facilities that are open up to fifty-two (52) weeks of the year. Employees should be aware that they may be required to work various shifts throughout the days and weeks and hours of the day in accordance with posted departmental schedules.
- a) Hours of work, for Full-Time employees, as per posted schedules, shall be in accordance with Article 1.03, exclusive of meal breaks, business operational needs notwithstanding.
  - b) Hours of work, for Regular Part-Time/Part-Time employees, as per posted schedules, shall be as per Articles 1.04 & 1.05 respectively, business operational needs notwithstanding.
  - c) An employee's scheduled hours shall not be construed as a guarantee of hours of work or pay. However, employees reporting for work as scheduled will receive a minimum of three (3) hours work or pay in lieu.
  - d) Employees shall not be scheduled to work more than a total of twelve (12) hours, inclusive of meal and rest periods in a twenty four hour period beginning from the first hour the employee reports for work.
  - e) With the mutual agreement of the employee, employer and the Union, split shifts may be scheduled provided that there is a minimum of three (3) hours of work or pay thereof provided at either end of the split shift and provided that the split shift does not to go beyond twelve hours from beginning to end.

- f) Employees working a compressed work week of eight and one half (8.5) hours per day shall include a one-half (1/2) hour paid lunch break during which time the employee shall remain on the premises and will be required to respond to emergent issues. Such compressed work week shall be on a rotating schedule wherein the hours of work in one (1) or more bi-weekly period(s) may exceed eighty (80) hours. This shall not constitute a violation of this agreement.
- g) Employees working a compressed work week of twelve (12) hours per day shall include a one-half (1/2) hour paid lunch break during which time the employee shall remain on the premises and will be required to respond to emergent issues. Such compressed work week shall be on a rotating schedule wherein the hours of work in one (1) or more bi-weekly period(s) may exceed eighty-four (84) hours. This shall not constitute a violation of this agreement provided that the bi-weekly hours when averaged over a 12 week rotation, do not exceed eighty-four (84) hours.
- h) The parties agrees that the utilization of shifts as per f) & g) above have been implemented based on operational requirements and are not to be implemented elsewhere. The Employer further agrees that no new shift patterns will be introduced without prior agreement of the Union.

10.03 Employees who work twelve (12) hour days, meal breaks shall be either one (1) hour unpaid or where the employer requires the employee to remain on the premises to respond to emergent issues, the break shall be (1) hour paid. The parties agree that employees may have the option of a 30 minute unpaid meal break when agreed to by the Employer.

- a) Regular part-time/part-time employees working five (5) or more consecutive hours shall receive one-half hours' of pay, per shift in lieu of a lunch break, where their presence is required over the meal period.

10.04 All employees working a minimum seven (7) hour shift shall receive a fifteen (15) minute paid rest break in the first and second half of their shift. Employees on the twelve (12) hour shift will be given an additional fifteen (15) paid minute break per shift. All employees working more than four (4), but less than seven (7) hour shift shall receive one (1) fifteen (15) minute paid rest break in the first half of their shift.

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

- a) The Employer agrees to give the employee seven (7) calendar days of notice of shift change, or cancellation, where possible, except in case of emergency, illness, sudden changes to scheduled events, or unplanned departure of employees.
- b) If such notice is not given by the Employer, the employee shall be compensated at the rate of one and one-half (1 1/2) times his regular rate of pay. This Article is



intended to address extended changes of three (3) or more days in duration.

- c) An exception to the above will be the Personal Trainer positions whereby their hours are subject to change based on the requirements of their clients.

10.06 All employees, unless otherwise indicated elsewhere in this agreement, shall receive one dollar and twenty cents (\$1.20) per hour in addition to their regular hourly rate for each hour worked between 8:00 pm and 6:00 am. This additional payment shall not apply to overtime hours.

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

#### ARTICLE 11 — OVERTIME COMPENSATION

For the purpose of qualifying for overtime compensation:

- 11.01
  - a) When an employee works more than eight (8) hours in a day or more than forty (40) hours in a week, he/she shall be paid at the rate of time and one-half (1.5) the regular hourly rate for all such hours worked.
  - b) When an employee working a compressed work week works more than eight and one half (8.5) hours in a day or more than eighty (80) hours bi-weekly, the employee will be paid at the rate of time and one-half (1.5) the regular hourly rate for all such hours worked.
  - c) When an employee working a compressed work week works more than twelve (12) hours in a day or more than eighty-four (84) hours bi-weekly when averaged over a twelve (12) week rotation, the employee will be paid at the rate of time and one-half (1.5) the regular hourly rate for all such hours worked.
- 11.02 Instead of cash payment for overtime, an employee shall have the option to receive time off, calculated at the rate of one and one-half (1.5) times the regular rate, at a time agreed to by the Employer. A maximum accumulation of forty-eight (48) hours may be banked, (i.e. 32 hours of overtime time at one and one-half). Time accumulated over forty-eight (48) hours will automatically be paid on the next pay period.
- 11.03 If an employee does not receive at least eight (8) hours break between scheduled shifts then the Employee will be compensated by being paid two times (2x) their regular rate of pay for all time worked in the break period.

#### 11.04 Division of Overtime

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

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

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

## ARTICLE 12 - STATUTORY HOLIDAYS

12.01 a) The Employer recognizes that all employees coming within the scope of this agreement shall be entitled to holidays with pay, as follows:

b) In order to qualify for holiday payment an employee must have worked at least thirty (30) days during the twelve (12) months immediately prior to the holiday and

- Have worked their scheduled shift immediately prior to the holiday and,
- Have worked their scheduled shift immediately following the holiday.

12.02 The Employer recognizes the following holidays with pay:

New Year's Day  
Good Friday  
Thanksgiving  
Victoria Day  
Canada Day  
Heritage Day

Labour Day  
Family Day (3<sup>rd</sup> Monday in February)  
Remembrance Day  
Christmas Day  
Boxing Day

and any other day designated a general holiday by the Lieutenant Governor of Alberta.

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

12.03 When any of the aforementioned holidays fall on an employee's day off, and the employee does not work that day he shall receive another day off with pay, equal to his normal hours of work. Such days may be banked by mutual agreement, to be taken at a time mutually agreed to by the employee and the Employer.

- 12.04 When an employee works on a designated holiday, that employee shall be paid one and one-half (1-1/2) times the hourly rate for all hours worked, in addition, to any entitlement under Clause 12. 01 above. Further, if an employee requests and the Employer agrees the employee may take a day off in lieu of receiving holiday pay. Such day(s) may be banked by mutual agreement, to be taken at a time mutually agreed to by the employee and the Employer.
- 12.05 If a holiday falls or is observed during an employee's vacation period, that employee shall be allowed an additional vacation day with pay.

#### ARTICLE 13 - VACATION

- 13.01 Regular Full time employees shall accrue vacation entitlement on a bi-weekly basis according to their anniversary months of employment, in accordance with the following:
- a) The vacation year is from January 1<sup>st</sup> to December 31<sup>st</sup> of each year.
  - b) An employee entering the service of the Employer during the vacation year will commence accruing vacation from their date of employment.
  - c) Newly hired employees will not be entitled to take paid vacation time off until they have completed their probationary period.
  - d) Following completion of the probation period, and thereafter, employees may take paid vacation in the current vacation year based on their accrued entitlement to date.
  - e) Any accrued vacation not taken by December 31, of any vacation year will be paid out by March 31, of the following vacation year, unless otherwise agreed by the Employer.
  - f) Vacation entitlement is as follows:
    - I. Upon hire, paid vacation shall accrue at the rate of four percent (4%) of the employee's regular rate of pay for all regular paid hours worked, to a maximum accrual of eighty (80) hours (two (2) weeks) of vacation pay.
    - II. In the following calendar year, vacation shall accrue at the rate of four percent (4%) of the employee's regular rate of pay for all regular paid hours worked, to a maximum accrual of eighty (80) hours (two (2) weeks) of vacation pay.

- III. Following completion of twenty four months (two (2) years) of continuous service - vacation shall accrue at the rate of six percent (6%) of the employee's regular rate of pay for all regular paid hours worked, to a maximum accrual of one hundred and twenty (120) hours (three (3) weeks) of vacation pay.
- IV. Following completion of sixty months (five (5) years) of continuous service - vacation shall accrue at the rate of eight percent (8%) of the employee's regular rate of pay for all regular paid hours worked, to a maximum accrual of one hundred and sixty (160) hours (four (4) weeks) of vacation pay.
- V. Following completion of one hundred and twenty months (ten (10) years) of continuous service - vacation shall accrue at the rate of ten percent (10%) of the employee's regular rate of pay for all regular paid hours worked, to a maximum accrual of two hundred (200) hours (five (5) weeks) of vacation pay.
- VI. Following completion of one hundred and eighty months (fifteen(15) years) of continuous service - vacation shall accrue at the rate of twelve percent (12%) of the employee's regular rate of pay for all regular paid hours worked. to a maximum accrual of two hundred and forty (240) hours (six 6) weeks) of vacation pay.

g) If a statutory holiday, as per Article 12, falls during an employee's annual vacation, the employee shall be paid the statutory holiday pay for that day, not vacation pay.

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

13.03 Regular part-time, Part-time, Term and Casual employees shall be paid vacation pay on regular earnings, each payday, pro rata to full-time entitlements.

13.04 Employees wishing to reserve vacation time shall submit their requests to their Supervisor/Manager, on line, using the Employee Self-Service capability available through the payroll system, no later than February 28. The Supervisor/Manager or designate shall post an approved vacation schedule on or before April 15. Where vacation requests are submitted within the posted schedule, such vacation may only be taken as per the full posted and scheduled hours for any given day, and not any part thereof.

a) In the event of conflicts seniority shall prevail. Seniority rights as herein mentioned can only be exercised up to April 15th of the year, after which vacation schedules as already confirmed can no longer be disturbed by assertion of seniority rights.

- b) All time off requests are to be submitted and approved electronically, using the Employee Self-Service capability available through the payroll system. The Manager will grant vacation requests wherever possible as operational requirements permit, on a first come first serve basis. Employee requests for a vacation made after March 1<sup>st</sup> shall be answered in writing by the Supervisor or designate within five (5) working days of the request.

13.05 Any regular employee leaving the service after qualifying shall receive his pro-rata portion of holiday pay computed in accordance with the above schedule.

## ARTICLE 14 – LEAVE

### 14.01 Witness and Jury Duty

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

### 14.02 Parental Benefit

Maternity leave shall be granted pursuant to the Employment Standards Code.

- a) Requests for extensions of maternity leave will be considered by the Employer. Any such extensions shall be without pay.

### 14.03 General Leave

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

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

#### 14.04 Union Leave

- a) A Union Steward or officer of the Union required to meet with the Employer or to attend grievance hearings during working hours shall suffer no loss of pay from the Employer. The Union Steward or officer must have the prior approval of his immediate supervisor to attend such meeting.
- b) An employee who has been selected by the Union to attend conventions, seminars, Union schools or meetings and subject to operational requirements shall be granted a leave of absence and will continue to receive his regular pay and benefits. The Union will reimburse the Employer for such pay and benefits when invoiced by the Employer. Requests for such leave shall be made not less than ten (10) working days in advance to the employee's immediate supervisor. No more than two (2) employees may be released for such leave at any one time.

#### 14.05 Bereavement Leave

Full-time or regular part-time/part-time employees who have completed thirty (30) calendar days of service shall be granted up to four (4) regularly scheduled consecutive work days leave without loss of pay to attend the funeral of a parent, parent-in-law, spouse, brother, brother-in-law, sister, sister-in-law, child, stepchild, son-in-law, daughter-in-law, grandchild, or grandparent (including common law relationships). Where circumstances do not permit the employee to attend the funeral, the employee will be allowed one (1) day leave to mourn, upon the occasion of the bereavement. Other requests for bereavement leave will be considered by the Employer. Where the burial occurs outside of the Province, traveling time of up to five (5) additional days leave with pay shall be granted. The Employer has the right to request supporting documentation.

#### 14.06 Sick Leave

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

- a) A regular Full Time employee as described, in Article 1.03, having completed their probation period as at December 31 of the previous calendar year, shall be credited with ninety six (96) hours of paid sick leave as at January 1, of the following calendar year.
- b) A regular Full-Time employee completing their probation period, after January 1, in their initial year of hire, will, on the first pay period in the month following the completion the probation period be credited with sick leave, on a pro-rata basis as identified in a) above.

- c) A Regular Part-Time employee as described, in Article 1.04, having completed their probation period as at December 31 of the previous calendar year, shall be credited with sixty (60) hours of paid sick leave as at January 1, of the following calendar year.
- d) A regular part-time employee completing their probation period, after January 1, in their initial year of hire, will, on the first pay period in the month following the completion the probation period be credited with sick leave, on a pro-rata basis as identified in c) above.
- e) There is no provision to carry over any unused sick days from one calendar year to the next.
- f) Employees must report their inability to work due to illness to their supervisor or the person designated to receive such reports at least three (3) hours before the start of their scheduled work, except in extenuating circumstances.
- g) When no one other than the employee can provide for the needs of an immediate family member who is ill, an employee is eligible for up to a maximum of thirty-two (32) hours of leave in one calendar year to care for the family member. "Family member" means a spouse or common-law partner of the employee; a child of the employee or the employee's spouse or common law partner; and a parent of the employee or a spouse or common law partner of the parent living in the same household. It is understood that such leave will be deducted from the employee's sick leave bank.

#### Proof of Illness

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

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

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

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

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

#### Illness in Excess of Five Days

A regular full-time or regular part-time employee having served one hundred and twenty (120) Calendar days of service shall receive short term disability and long term disability benefits as referenced in Article 15.03.

#### 14.07 Special Leave

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

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

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

#### 14.08 Personal Leave Days

- a) All regular full-time employees hired in a full-time position between the beginning of payroll period one (1) and the end of payroll period thirteen (13) of any year shall be entitled to sixteen (16) hours paid personal leave per year. The time off will be mutually agreed to between the employee and the supervisor; there shall be no carry-over to the following payroll year.
- b) All regular full-time employees hired in a full-time position between the beginning of payroll period fourteen (14) and the end of payroll period twenty-six (26) of any year



shall be entitled to eight (8) hours paid personal leave to be taken by the end of the year that it was earned. The time off will be mutually agreed to between the employee and the supervisor; there shall be no carry-over to the following payroll year. Subsequent year's entitlements will be sixteen (16) hours paid personal leave.

- c) Employees will not be entitled to take personal leave during their probation period.

## ARTICLE 15 - EMPLOYEE BENEFIT PLAN

### 15.01 Eligibility

All regular full-time and regular part-time employees as defined in article 1.03 and 1.04 who have successfully completed their probationary period will be eligible for the following benefits.

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

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

### 15.03 Supplementary Benefit Plans:

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

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

1. Employees will be given an initial benefits' booklet but detailed terms and conditions will be available electronically from the benefit provider.

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

2. The Employer agrees that this policy and its coverage will not be reduced, or eliminated

without prior consultation and agreement with the Union.

3. Provided that the benefits of either the Extended Health Plan or the Dental Plan are not reduced, the Employer may at any time substitute another carrier or other carriers to underwrite such plan. The Union shall be advised of any such change in carrier.

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

The Employer shall make contributions to an employee Registered Retirement Savings Program in the amount of three-percent (3%) of the employee's gross regular wages, contingent upon a matching two percent (2%) contribution from the employee. At their option, employees can contribute to the RRSP, to the maximum allowable limits per calendar year, in excess of their two percent (2%). This Registered Retirement Savings Program is in effect for all regular full-time and regular part-time employees, as noted in 15.01, who have successfully completed their probationary period

#### ARTICLE 16 - DISCHARGE, SUSPENSION AND DISCIPLINE

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

- 16.01 a) When the Employer deems it necessary to discipline an employee, such notice of discipline shall be given within ten (10) calendar days of the committing of the misdemeanor, or such act coming to the attention of the supervisor.
- b) Where disciplinary action cannot be determined within this time period, the Employer shall inform the employee in writing within ten (10) calendar days of the committing of the misdemeanor or of such act coming to the attention of the supervisor, of the intent to investigate the matter and that further action may be taken.
- c) Where discipline, discharge or suspension is to occur under (a) or (b) above, the employee shall be advised of the date and time of the meeting as well as the employee's right to be accompanied by a union Steward. The employee shall be advised promptly in writing by the Employer of the reason(s) for such discipline and discipline imposed.
- d) A Steward or Local Union officer shall have the right to consult with a CUPE Staff Representative and to have him present at any discussion with supervisory personnel which is likely the basis of disciplinary action, in accordance with Article 6.11.

- 16.02 In the case of a grievance arising out of discipline, discharge or suspension, such grievance shall be commenced at Step 2 of the grievance procedure within twenty (20) calendar days from the date the discharge or suspension was imposed.
- 16.03 a) Any letters or notice of discipline of any type, shall be removed from the employees personnel file after twenty-four (24) months following being issued, provided there has been no other incidents of discipline during that period of time.
- b) An employee shall have the right, upon reasonable notice to the employer, to have access to review his personnel file, accompanied by a Union representative, and shall have the right to receive a copy of any pertinent document relating to an outstanding grievance filed by the employee.

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

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

#### ARTICLE 18 – SEVERABILITY

- 18.01 Both parties accept that any or all provisions of this Agreement conform to all applicable laws of Alberta and/or Canada. Should it be determined at any time that any of the provisions herein contravene such laws, then the parties hereto agree to re-negotiate such provision or provisions for the purpose of having them conform to the law with all other provisions of this Agreement not be affected thereby.

#### ARTICLE 19 - TERMS OF AGREEMENT AND AMENDMENTS

- 19.01 This Collective Agreement shall be in effect from January 1, 2014 to December 31, 2014 and shall continue from year to year thereafter unless either party gives the other party notice in writing between the period of 60 and 120 days prior to the termination date.
- 19.02 Where notice to negotiate amendments for a new Agreement has been given, this Agreement shall continue in force and effect during the period that the parties bargain for a new Collective Agreement.
- 19.03 At any time during the existence of this Collective Agreement, any changes deemed necessary by mutual agreement of the parties, must be made in writing, and shall form part of this Collective Agreement.

**ARTICLE 20 - HEALTH, SAFETY AND ENVIRONMENT**

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

To this end, a Joint RRC Safety Committee has been established with relevant terms of reference contained in a policy statement. The Employer shall continue to make provisions for the health, safety and environment of the employees.

The parties agree that the joint committee will include an employee member from each department who will represent the interests of their department at these joint meetings. An alternate employee member will also be selected for attendance at these meetings when the regular representative cannot attend. The employee member and alternate will be selected by a vote of the employees in each of the respective Departments. Whenever possible, meetings will be held during work time and no employee will be expected to attend meetings without pay.

**20.02 a)** The Employer shall provide standard safety equipment as required, which include:

Work gloves and/or mitts  
Rain capes  
Safety face shields  
Ear protection  
Insect repellent  
Sun block

Hardhats  
Safety belts  
Safety glasses  
Kneepads  
Air packs

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

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

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

**b)** It is a condition of employment, where required, that safety shoes be worn while on site at the workplace. Employees, who have passed their probationary period, shall be reimbursed as required by departmental policy, for the purchase of one pair of

approved safety footwear in an amount of up to one hundred and twenty-five dollars (\$125.00) per year, provided that receipt of such purchase is provided. This amount may be carried over into the next calendar year where mutually agreed with the employee's Supervisor.

## ARTICLE 21 - JOB SECURITY

21.01 The Employer agrees to consult with the Union and to allow the Union an opportunity to express their concerns and to present alternatives prior to engaging in any contracting out where such sub-contracting, transferring, leasing, assigning or conveying of the work or services to any person, employment or reduction of regular hours on the part of any of the Employees covered by this Agreement. Employees will be given six (6) months notice of any such implementation

## ARTICLE 22 - RATES OF PAY

22.01 a) Following the re-negotiation for the renewal of the current collective agreement, any and all changes to the agreement shall be effective on the date of ratification unless otherwise agreed by the Employer. Any retroactivity, agreed to by the Employer, will only apply to those employees on staff as at the date of ratification of the new agreement terms.

b) Effective with the first pay period starting in any calendar year, during the term of the collective agreement, employees shall be paid the rates of pay as set out in Schedule "A".

### 22.02 Market Adjustment

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

## Article 23 – GENERAL PROVISIONS

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

23.02 Access to Personnel File

An employee shall have right upon reasonable notice to have access to and review his personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

23.03 Pay Days

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

23.04 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

23.05 Temporary Foreign Workers

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


23.06 The Parties agree that whenever masculine or feminine is used in this Agreement, it shall be considered as if the alternate has been used, where this does not extend or change the original intent or meaning of the clause.

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


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

Signed this 27 day of FEBRUARY, 2015

On Behalf of the Canadian Union of  
Employees Local 1505

  
\_\_\_\_\_  
\_\_\_\_\_

On behalf of Regional Recreation of Public  
Corporation of Wood Buffalo

  
\_\_\_\_\_  
\_\_\_\_\_

## Schedule "A" Wages

Job Title	2014 Rate	2015 Rate (+3%)		2016 Rate (+4%)		2017 Rate (+4%)	
	Job	Prob.	Job	Prob.	Job	Prob.	Job

### Arts, Culture & Events

Job Title	2014 Rate	2015 Rate (+3%) Prob.	2015 Rate (+3%) Job	2016 Rate (+4%) Prob.	2016 Rate (+4%) Job	2017 Rate (+4%) Prob.	2017 Rate (+4%) Job
Junior Dance Instructor (level 1)	\$21.04	\$20.67	\$21.67	\$21.54	\$22.54	\$22.44	\$23.44
Arts & Culture/Dance Administrator	\$22.65	\$22.33	\$23.33	\$23.26	\$24.26	\$24.23	\$25.23
Junior Dance Instructor (level 2)	\$24.46	\$24.19	\$25.19	\$25.20	\$26.20	\$26.25	\$27.25
Sales & Inventory Coordinator	\$26.74	\$26.54	\$27.54	\$27.64	\$28.64	\$28.79	\$29.79
Intermediate Dance Instructor	\$30.10	\$30.00	\$31.00	\$31.24	\$32.24	\$32.53	\$33.53
Art Exhibit Coordinator	\$31.52	\$31.47	\$32.47	\$32.76	\$33.76	\$34.11	\$35.11
Culture Coordinator	\$31.52	\$31.47	\$32.47	\$32.76	\$33.76	\$34.11	\$35.11
Visual Art Programs Coordinator	\$31.52	\$31.47	\$32.47	\$32.76	\$33.76	\$34.11	\$35.11
Advanced Leisure/Dance Instructor	\$35.73	\$35.80	\$36.80	\$37.27	\$38.27	\$38.80	\$39.80

### Facilities Management

Job Title	2014 Rate	2015 Rate (+3%) Prob.	2015 Rate (+3%) Job	2016 Rate (+4%) Prob.	2016 Rate (+4%) Job	2017 Rate (+4%) Prob.	2017 Rate (+4%) Job
Ice Operator (entry level)	\$19.30	\$18.88	\$19.88	\$19.67	\$20.67	\$20.50	\$21.50
Ice Operator (level 1)	\$22.65	\$22.33	\$23.33	\$23.26	\$24.26	\$24.23	\$25.23
Facility Custodian	\$22.65	\$22.33	\$23.33	\$23.26	\$24.26	\$24.23	\$25.23
Recycling Assistant	\$22.65	\$22.33	\$23.33	\$23.26	\$24.26	\$24.23	\$25.23
Ice Operator (level 2)	\$24.87	\$24.62	\$25.62	\$25.64	\$26.64	\$26.71	\$27.71
Facility Custodial Lead Hand	\$25.10	\$24.85	\$25.85	\$25.89	\$26.89	\$26.96	\$27.96
Ice Operator	\$28.19	\$28.04	\$29.04	\$29.20	\$30.20	\$30.41	\$31.41
Pool Operator	\$28.19	\$28.04	\$29.04	\$29.20	\$30.20	\$30.41	\$31.41
Painter/Handyman	\$30.08	\$29.98	\$30.98	\$31.22	\$32.22	\$32.51	\$33.51
Carpenter	\$36.26	\$36.35	\$37.35	\$37.84	\$38.84	\$39.40	\$40.40
Building Operator	\$38.99	\$39.16	\$40.16	\$40.77	\$41.77	\$42.44	\$43.44

### Finance and Administration

Job Title	2014 Rate	2015 Rate (+3%) Prob.	2015 Rate (+3%) Job	2016 Rate (+4%) Prob.	2016 Rate (+4%) Job	2017 Rate (+4%) Prob.	2017 Rate (+4%) Job
Guest Services Representative	\$22.65	\$22.33	\$23.33	\$23.26	\$24.26	\$24.23	\$25.23
Facility Host	\$22.65	\$22.33	\$23.33	\$23.26	\$24.26	\$24.23	\$25.23
Accounting Clerk	\$24.14	\$23.86	\$24.86	\$24.86	\$25.86	\$25.89	\$26.89
Inventory Coordinator	\$26.74	\$26.54	\$27.54	\$27.64	\$28.64	\$28.79	\$29.79
Senior Accounting Clerk	\$27.00	\$26.81	\$27.81	\$27.92	\$28.92	\$29.08	\$30.08
Purchasing & Inventory Clerk	\$27.30	\$27.12	\$28.12	\$28.24	\$29.24	\$29.41	\$30.41
A/P Coordinator	\$32.08	\$32.04	\$33.04	\$33.36	\$34.36	\$34.74	\$35.74
A/R Coordinator	\$32.08	\$32.04	\$33.04	\$33.36	\$34.36	\$34.74	\$35.74
Procurement Officer	\$33.42	\$33.42	\$34.42	\$34.80	\$35.80	\$36.23	\$37.23



Job Title	2014 Rate	2015 Rate (+3%)		2016 Rate (+4%)		2017 Rate (+4%)	
	Job	Prob.	Job	Prob.	Job	Prob.	Job

**Golf and Grounds**

Back Shop 1	\$13.37	\$12.77	\$13.77	\$13.32	\$14.32	\$13.89	\$14.89
Back Shop 2	\$15.87	\$15.35	\$16.35	\$16.00	\$17.00	\$16.68	\$17.68
Pro Shop 1	\$16.64	\$16.14	\$17.14	\$16.82	\$17.82	\$17.54	\$18.54
Pro Shop 2	\$19.30	\$18.88	\$19.88	\$19.67	\$20.67	\$20.50	\$21.50
Golf Operator 1	\$20.41	\$20.02	\$21.02	\$20.86	\$21.86	\$21.74	\$22.74
Grounds Operator 1	\$20.41	\$20.02	\$21.02	\$20.86	\$21.86	\$21.74	\$22.74
Golf Operator 2	\$22.65	\$22.33	\$23.33	\$23.26	\$24.26	\$24.23	\$25.23
Grounds Operator 2	\$22.65	\$22.33	\$23.33	\$23.26	\$24.26	\$24.23	\$25.23
Assistant Mechanic	\$25.10	\$24.85	\$25.85	\$25.89	\$26.89	\$26.96	\$27.96
Spray Technician	\$25.10	\$24.85	\$25.85	\$25.89	\$26.89	\$26.96	\$27.96
Horticulturist	\$26.74	\$26.54	\$27.54	\$27.64	\$28.64	\$28.79	\$29.79
Crew Chief	\$27.85	\$27.69	\$28.69	\$28.83	\$29.83	\$30.03	\$31.03
Head Mechanic	\$34.36	\$34.39	\$35.39	\$35.81	\$36.81	\$37.28	\$38.28

**Hospitality**

Food & Beverage Server	\$15.00	\$14.45	\$15.45	\$15.07	\$16.07	\$15.71	\$16.71
Cook III/Dishwasher	\$17.82	\$17.35	\$18.35	\$18.09	\$19.09	\$18.85	\$19.85
Cook II	\$20.22	\$19.83	\$20.83	\$20.66	\$21.66	\$21.53	\$22.53
Banquet Captain/Team Lead	\$20.27	\$19.88	\$20.88	\$20.71	\$21.71	\$21.58	\$22.58
Set-Up Attendant	\$22.65	\$22.33	\$23.33	\$23.26	\$24.26	\$24.23	\$25.23
Chef de Partie	\$24.57	\$24.31	\$25.31	\$25.32	\$26.32	\$26.37	\$27.37
Set-Up Team Lead	\$25.10	\$24.85	\$25.85	\$25.89	\$26.89	\$26.96	\$27.96
Cook I	\$26.85	\$26.66	\$27.66	\$27.76	\$28.76	\$28.91	\$29.91

**Sports & Recreation**

Junior Camp Leader	\$14.68	\$14.12	\$15.12	\$14.73	\$15.73	\$15.35	\$16.35
Slide Attendant (entry level)	\$15.25	\$14.71	\$15.71	\$15.34	\$16.34	\$15.99	\$16.99
Slide Attendant (level 1)	\$15.87	\$15.35	\$16.35	\$16.00	\$17.00	\$16.68	\$17.68
Slide Attendant (level 2)	\$16.37	\$15.86	\$16.86	\$16.54	\$17.54	\$17.24	\$18.24
Senior Camp Leader	\$18.03	\$17.57	\$18.57	\$18.31	\$19.31	\$19.09	\$20.09
Child Services Leader	\$19.09	\$18.66	\$19.66	\$19.45	\$20.45	\$20.27	\$21.27
Slide Attendant (level 3)	\$20.37	\$19.98	\$20.98	\$20.82	\$21.82	\$21.69	\$22.69
Lifeguard (entry level)	\$22.18	\$21.85	\$22.85	\$22.76	\$23.76	\$23.71	\$24.71
Lifeguard (level 1)	\$23.10	\$22.79	\$23.79	\$23.74	\$24.74	\$24.73	\$25.73
Child Services Specialist	\$24.06	\$23.78	\$24.78	\$24.77	\$25.77	\$25.80	\$26.80
Fitness Specialist	\$24.06	\$23.78	\$24.78	\$24.77	\$25.77	\$25.80	\$26.80
Sport Services Specialist	\$24.06	\$23.78	\$24.78	\$24.77	\$25.77	\$25.80	\$26.80
Lifeguard (level 2)	\$24.46	\$24.19	\$25.19	\$25.20	\$26.20	\$26.25	\$27.25

Job Title	2014 Rate Job	2015 Rate (+3%)		2016 Rate (+4%)		2017 Rate (+4%)	
		Prob.	Job	Prob.	Job	Prob.	Job
		<b>Sports &amp; Recreation (continued)</b>					
Slide Attendant (level 4)	\$24.46	\$24.19	\$25.19	\$25.20	\$26.20	\$26.25	\$27.25
Lifeguard (level 3)	\$26.80	\$26.60	\$27.60	\$27.71	\$28.71	\$28.86	\$29.86
Climbing Wall Specialist	\$28.27	\$28.12	\$29.12	\$29.28	\$30.28	\$30.49	\$31.49
Lifeguard (level 4; Aquatic Team Lead)	\$28.33	\$28.18	\$29.18	\$29.35	\$30.35	\$30.56	\$31.56
Leagues & Programs Coordinator	\$29.45	\$29.33	\$30.33	\$30.55	\$31.55	\$31.81	\$32.81
Climbing Wall Coordinator	\$31.25	\$31.19	\$32.19	\$32.48	\$33.48	\$33.81	\$34.81
Fitness Operations Coordinator	\$31.25	\$31.19	\$32.19	\$32.48	\$33.48	\$33.81	\$34.81
Fitness Programs Coordinator	\$31.25	\$31.19	\$32.19	\$32.48	\$33.48	\$33.81	\$34.81
Health & Wellness Coordinator	\$31.25	\$31.19	\$32.19	\$32.48	\$33.48	\$33.81	\$34.81
Child Services Coordinator	\$31.52	\$31.47	\$32.47	\$32.76	\$33.76	\$34.11	\$35.11
Group Fitness Instructor	\$32.48	\$32.45	\$33.45	\$33.79	\$34.79	\$35.18	\$36.18
Lifeguard (level 5)	\$32.48	\$32.45	\$33.45	\$33.79	\$34.79	\$35.18	\$36.18
Lifeguard (level 6)	\$33.48	\$33.48	\$34.48	\$34.86	\$35.86	\$36.30	\$37.30
Lifeguard (level 7)	\$35.00	\$35.05	\$36.05	\$36.49	\$37.49	\$37.99	\$38.99
Advanced Group Fitness Instructor	\$36.85	\$36.96	\$37.96	\$38.47	\$39.47	\$40.05	\$41.05
Personal Trainer	\$42.99	\$43.28	\$44.28	\$45.05	\$46.05	\$46.89	\$47.89

\*Probationary rate to be \$1.00 per hour less until probation is completed.

**SCHEDULE "B"**

**BETWEEN**

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

**AND**

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

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

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

**ARTICLE 11 – OVERTIME COMPENSATION**

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

**SCHEDULE "C"**

**BETWEEN**

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

**AND**

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

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

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

**ARTICLE 11 – OVERTIME COMPENSATION**

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

**ARTICLE 13 – VACATION**

Vacation entitlement is as follows:

- a. Two (2) weeks vacation = seven (7) twelve (12) hour shifts = eighty four (84) hours.
- b. Three (3) weeks vacation = ten (10) twelve (12) hour shifts = one hundred twenty (120) hours.
- c. Four (4) weeks vacation = fourteen (14) twelve (12) hour shifts = one hundred sixty eight (168) hours.
- d. Five (5) weeks vacation = seventeen (17) twelve (12) hour shifts = two hundred four (204) hours.

- e. Six (6) weeks vacation = twenty (20) twelve (12) hour shifts = two hundred forty (240) hours.

## ARTICLE 14 – LEAVE

### 14. Illness in the Family

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

#### 14.06 Sick Leave

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

#### 14.08 Personal Leave Days

- a) All regular full-time employees hired in a full-time position between the beginning of payroll period one (1) and the end of payroll period thirteen (13) of any year shall be entitled to twenty four (24) hours paid personal leave per year. The time off will be mutually agreed to between the employee and the supervisor; there shall be no carry-over to the following payroll year.
- b) All regular full-time employees hired in a full-time position between the beginning of payroll period thirteen (13) and the end of payroll period twenty-six (26) of any year shall be entitled to twelve (12) hours paid personal leave to be taken by the end of the year that it was earned. The time off will be mutually agreed to between the employee and the supervisor; there shall be no carry-over to the following payroll year. Subsequent year's entitlements will be twenty four (24) hours paid personal leave.

- c) **Employees will not be entitled to take personal leave during their probationary period.**

LETTER OF UNDERSTANDING #1

between

Regional Recreation Corporation of Wood Buffalo,

and

Canadian Union of Public Employees, Local 1505

RE: Living Allowance

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

Regular Full-Time Employees

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

Regular Part-Time Employees

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

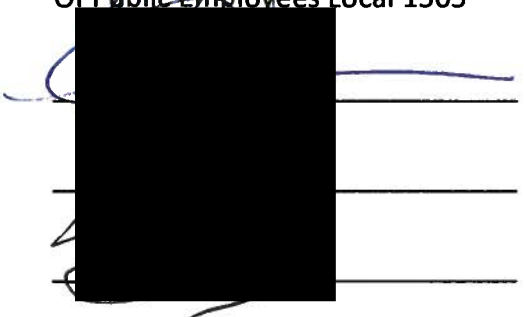
Part-Time Employees

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

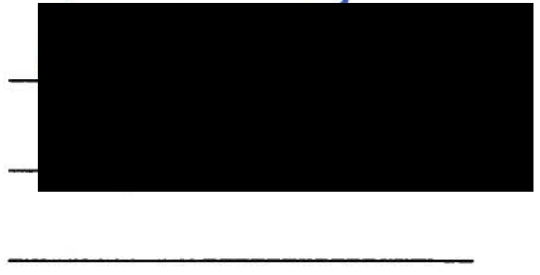
Employees who work from 40 to 49 hours per pay period	\$75.00
Employees who work from 50 to 59 hours per pay period	\$100.00
Employees who work from 60 to 69 hours per pay period	\$125.00
Employees who work from 70 to 79 hours per pay period	\$150.00
Employees who work from 80 hours or more per pay period	\$200.00

Signed this 27 day of FEBRUARY, 2015

On Behalf of the Canadian Union  
Of Public Employees Local 1505

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On behalf of Regional Recreation  
Corporation of Wood Buffalo

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**Letter of Understanding #2**

**between**

**Regional Recreation Corporation of Wood Buffalo,**

**and**

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

**Re: Employee Membership Privileges**

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

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

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

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

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

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

Regular part-time/part-time employees, 70% credit for one of four Membership options.

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

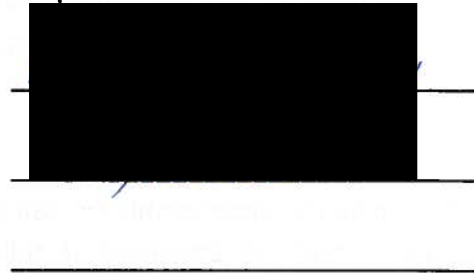
The above mentioned credits are subject to review by RRC, and following any decision to change the above practice, employees on staff and the Union, will be given thirty (30) days notice if these credits are to be adjusted, decreased or eliminated. Newly hired employees will be governed by the terms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

Signed this 27 day of FEBRUARY, 2015

On Behalf of the Canadian Union  
Of Public Employees Local 1505



On behalf of Regional Recreation  
Corporation of Wood Buffalo



## Letter of Understanding #3

Between

Regional Recreation Corporation of Wood Buffalo,

And

The Canadian Union of Public Employees, Local 1505

### Re: Recognition Bonus

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

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

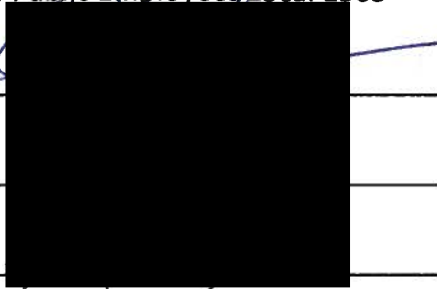
Fifteen (15%) percent such event driven gratuity will be allocated to a "recognition bonus account" which will be divided equally among all other bargaining unit employees, based on hours worked, in Facilities Management, Finance and Administration, permanent employees in Golf and Grounds, Sports and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

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

Signed this 27 day of FEBRUARY, 2015

On Behalf of the Canadian Union  
Of Public Employees Local 1505

On behalf of Regional Recreation  
Corporation of Wood Buffalo

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LETTER OF UNDERSTANDING #4

between

Regional Recreation Corporation of Wood Buffalo,  
and

Canadian Union of Public Employees Local 1505

Aquatics Instructors

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

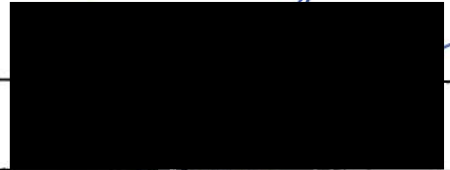
*[Handwritten signature]*

Signed this 27 day of ~~January~~ <sup>FEBRUARY</sup>, 2015

On Behalf of the Canadian Union  
Of Public Employees Local 1505



On behalf of Regional Recreation  
Corporation of Wood Buffalo



LETTER OF UNDERSTANDING # 5

BETWEEN

REGIONAL RECREATION CORPORATION OF WOOD BUFFALO

AND

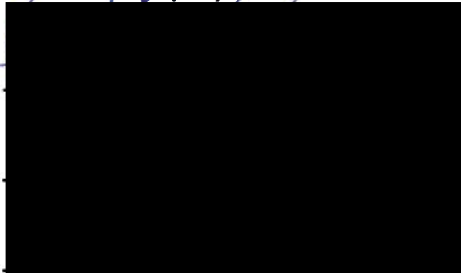
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505

Re: Joint Job Evaluation

Following the signing of the collective agreement, the parties hereby agree to enter into discussions with a view to implementing a joint job evaluation process to be commenced no later than January 1, 2017

Signed this 27 day of FEBRUARY, 2015

On Behalf of the Canadian Union  
Of Public Employees Local 1505

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On behalf of Regional Recreation  
Corporation of Wood Buffalo

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