

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 5606



AND

TOWN OF WAINWRIGHT



JANUARY 1, 2019 - DECEMBER 31, 2021



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This Agreement made this ___ day of _____, 2018.

BETWEEN

The Town of Wainwright

and

The Canadian Union of Public Employees Local 5606

ARTICLE 1 - PREAMBLE

- (1) The purpose of this Agreement is to maintain a harmonious and co-operative relationship between the Employer and the Employees covered by the Union's certification.
- (2) To provide an amicable method of settling differences or grievances, which may arise between the Employer and his Employees.
- (3) To promote the mutual interests of the Employer and the Employees.

ARTICLE 2 - MANAGEMENT RIGHTS

- (1) The Union recognizes that it is the function of the Employer to exercise the regular and customary function of Management and to direct the working forces of the Employer, subject to the terms of the Agreement, and the Town, on its own behalf and on behalf of the electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in by the Laws of the Province of Alberta and including all those historical, traditional and residual rights of management not specifically limited by expressed terms within this Agreement.
- (2) The Employer shall not exercise its rights to direct the working forces in a discriminatory manner, nor shall these rights be used in a manner which would deprive any present Employee of his employment except through just cause.
- (3) The Employer will not discriminate against an Employee because of his connection with the Union, nor shall the Union discriminate against any Employee because of non-membership in the Union.
- (4) The Employer bears no responsibility for Employees who become incapacitated while gainfully employed by an Employer other than the Town of Wainwright.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

- (1) The Employer recognizes the Canadian Union of Public Employees and its Local 5606 as the sole and exclusive collective bargaining agent for all of its Employees, save and except the Chief Administrative Officer, Director of Finance, Director of Public Works, Director of Planning and Development, Director of Parks and Recreation, Town Engineer, Town Planner/Development Officer, Economic Development Officer, Facilities Manager, Director of Protective Services, Municipal Enforcement, Community Peace Officer, Public Works Foreman, GIS – IT Coordinator, Family and Community Services Director, Executive Assistant, Finance Coordinator, Post-Secondary/High School students hired for the period May 1st to August 31st, Municipal Interns hired for the Municipal Internship Program administered by Alberta Municipal Affairs, and hereby agrees to negotiate with the Union, or any of its authorized committees.
- (2) No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.
- (3) Persons whose jobs are not in the bargaining unit shall be permitted to perform work in cases of emergencies or when a qualified Employee is not available to do the work, on a temporary basis within the Unit, providing that the performing of such work does not reduce the hours of work or pay of any Employee.
- (4) The Employer recognizes that the Union and its members may have the assistance of a C.U.P.E. National Representative during communications with the Employer and in exercising its rights as outlined in this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

- (1) The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise, by reason of ages, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of membership or activity in the Union, or any other reason.
- (2) No Employee's relative, (husband, wife, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law or sister-in-law, or common law spouse) shall be hired, placed or transferred to a department in which another member of the same family is directly responsible for supervision of the relative.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

All Employees to be Members

- (1) All Employees of the Employer, as a condition of continued employment, shall become members of the Union. All new Employees shall, as a condition of employment, become members in good standing in the Union within forty (40) days of employment.
- (2) The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

ARTICLE 6 - CHECK-OFF OF UNION DUES

The Employer agrees to deduct union dues, initiation fees and assessments from wages of all employees each month and remit same to the Union together with a list of employees on whose behalf the deductions have been made; all of which shall be forwarded to the Secretary Treasurer of CUPE Local 5606 by the 15th day of the month following the month of collection. Such collection of dues, fees and assessments shall begin with an employee's first full day of employment and will be deducted only as long as an employee is receiving wages from the Employer.

ARTICLE 7 - CORRESPONDENCE

All correspondence between parties arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer and the Recording Secretary of the Union. The Union will provide a list of officers appointed to the Local on an annual basis.

ARTICLE 8 - LABOUR MANAGEMENT BARGAINING RELATIONS

- (1) A Union Bargaining Committee shall be appointed and consist of not more than five (5) members of the Union and they shall be Employees of the Town. The Union will advise the Employer of the Union nominees to the Committee.
- (2) Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend joint bargaining meetings held within working hours without loss of remuneration.

ARTICLE 9 - SENIORITY

- (1) **Service** is defined as the total continuous years of service with the Employer, beginning at the last date of hiring and is used for determining vacation entitlement.

(2) **Seniority**

- (a) Seniority for a full-time employee is defined as the total continuous years of service with the Employer, beginning at the last date of hire and shall continue to accrue during authorized leave of absence.

Seniority will continue to accrue during:

- (i) Approved leaves of absence inclusive of but not limited to the following:

Compassionate leave
Jury duty or court service
Workers Compensation
Parental Leave
Long Term Disability of two years or less

- (ii) Vacation
(iii) Periods of illness or injury.
(iii) A legal strike or lockout.
(iv) Layoff under two (2) years duration.

(3) Seniority is used in determining:

- (a) consideration for right or preference for vacation periods within a departmental unit;
(b) consideration for promotion, lay-off, recall, or transfer.

(4) Seniority shall be lost by reason of:

- a) Termination of employment by the Employee or Employer;
b) If the Employee fails to report for work without proper cause, after layoff within seven (7) working days of recall after being notified by registered mail.
c) If the Employee fails to report for work without permission to be absent for a period exceeding three (3) consecutive working days;
d) On the expiration of two (2) years following a layoff during which time the Employee has not been recalled;
e) In cases where the Long Term Disability exceeds two (2) years;
f) On retirement.

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced with the Town. The seniority list shall be posted on bulletin boards annually.

ARTICLE 10 - PROBATION

- (1) Newly hired Employees shall be considered on a probation period of three (3) months from the date of hiring. The probation period may be extended an additional three (3) months providing written reasons for the extension are provided to the Union. During the probation period, Employees shall, unless otherwise specified, be entitled to all rights and privileges under this agreement except with respect to discharge. The employment of probationary Employees may be terminated at any time during the probation period provided written reasons for the termination are provided to the Employee and the Union. The probationary Employee shall have the right to grieve his termination up to but not including arbitration. After completion of the probation period, seniority shall be effective from the original date of employment.

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

- (1) When a vacancy occurs or a new position is created either inside or outside of the bargaining unit, the Employer shall be at liberty to immediately fill the position temporarily, but then shall forthwith notify the Union in writing and post notice of the position in the Employer's offices, shops and on bulletin boards for a minimum of five (5) working days so that all Employees will know about the vacancy or new position. Such notice shall contain the nature of the position and qualifications required.
- (2) In making promotions, the Employer agrees to make such promotions from present personnel in the service on the basis of seniority, ability and qualifications being sufficient to handle the job. The successful applicant shall be placed on a trial period of sixty (60) days. Conditional upon satisfactory service, such trial period shall become permanent after sixty (60) days. In the event the applicant proves unsatisfactory, he shall be returned to his former position and wage rate without loss of seniority. An Employee on a trial period shall have the right to return to his former position within a sixty (60) day period if the employee so desires.
- (3) The Employer may immediately advertise to fill a vacancy, but shall not hire such persons until present employees have had an opportunity to compete for the job in accordance with Article 11(1).
- (4) The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment.

ARTICLE 12 - LAYOFFS AND RECALLS

- (1) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of layoff, where knowledge, ability and skills are relatively equal, Employees should be laid off in reverse order of their seniority. Employees shall be recalled in the order of their seniority provided they have the necessary knowledge, ability and skills to perform the work. Employees recalled to

do work at a lower rated job than the job previously held prior to layoff shall receive the rate of pay for such lower rated job until an opening is available in their previous classification to which the employee shall have the choice to be recalled.

- (2) No new employees shall be hired until those laid-off, and who have the necessary knowledge, ability and skills to perform the available work, have been recalled.
- (3) The Employer shall notify Employees who are to be laid off ten (10) working days prior to the effective day of layoff or ten (10) days pay in lieu thereof.
- (4) This article shall only apply to part-time and full-time employees.
- (5) Grievances under these provisions shall start at the step in the grievance procedure which directs this action to the Chief Administrative Officer.

ARTICLE 13 - GRIEVANCE PROCEDURE

- (1) A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.
- (2) The grievor shall be present at each step of the grievance procedure, and shall be represented by a shop steward and/or a Union Representative.
- (3) The Employer acknowledges the right of the Union to appoint or elect stewards whose duties shall be to assist any Employee which the steward represents in preparing and in presenting his grievance in accordance with grievance procedures.
- (4) **Union Grievance Committee:** The Union shall notify the Employer, in writing, of the names of the Union Grievance Committee.
- (5) The time limits specified in the procedure shall not include Saturdays, Sundays and named Holidays. Time is of the essence, although the time limits may be extended by the consent of both parties, in writing.
- (6) The purpose of the grievance provisions is to ensure that any grievance is processed in an expeditious manner; therefore, compliance of the provisions is mandatory. If the Employer fails to comply with the provisions, the grievance may be processed to the next step by the grievor. If the grievor fails to comply with the time provisions, the grievance shall be considered abandoned. An abandoned grievance will not prejudice Employees in any future grievance of a similar nature.
- (7) Except for Step 1, the grievance shall be in writing, and must include a statement of the following:
 - a) The name(s) of the aggrieved;
 - b) The nature of the grievance and the circumstances out of which it arose;

- c) The remedy or correction the Employer is requested to make; and
 - d) The section(s) where the agreement is claimed to have been violated.
- (8) An earnest effort shall be made to settle grievances fairly and promptly in the manner hereinafter described:

Step 1

The grievor will first seek to settle the dispute with the Employee's immediate supervisor on an informal basis within seven (7) days following the date of the occurrence giving rise to the grievance. The supervisor shall have five (5) days in which to respond to the grievance.

Step 2

Failing satisfactory settlement, and within seven (7) days after the response in Step 1 from the supervisor, the grievance may be submitted to the Department Head or his delegate in writing as aforementioned.

A meeting between the parties shall take place, with the decision of the Department Head being rendered in writing within ten (10) days from the receipt of the submission at this step.

Step 3

Failing settlement at Step 2, and within seven (7) days after receipt of the written response from the Department Head in Step 2, the grievance may be submitted to the Chief Administrative Officer in writing as aforementioned.

A meeting between the parties shall take place with the decision of the Chief Administrative Officer being rendered in writing within ten (10) days following receipt of the submission at this step.

Step 4

Failing settlement at Step 3, and within seven (7) days after receipt of the written response from the Chief Administrative Officer in Step 3, the grievance may be submitted to the appropriate committee of Council and/or Town Council in writing as aforementioned. A meeting between the parties and this committee shall take place, with the decision being rendered in writing within ten (10) days following the receipt of the submission at this step.

Step 5

Failing settlement at Step 4, the grievance may be processed to Arbitration as hereinafter described.

- (9) The Union shall have the right to originate policy or group grievances which are not of an individual nature, but which are applicable to all or any Employees covered by the scope of this Agreement.
 - a) A Union policy or group grievance or a discharge grievance shall comply with all of the provisions of the Grievance Procedure, except that these types of grievances may be initiated at Step 3.
- (10) A Town grievance may be filed in writing as aforementioned within ten (10) days of the event giving rise to same and shall be submitted to the Union's Local President with a copy submitted to the appropriate National Representative of C.U.P.E.

ARTICLE 14 - ARBITRATION

- (1) Any dispute or grievance that has been processed through all steps of the Grievance Procedure and is in accordance with the time limits specified (unless time limit changes were agreed to), may be referred to a Board of Arbitration as hereafter outlined.
- (2) Either party who feels a satisfactory settlement has not been reached may within twenty (20) working days (not including Saturday, Sundays or Named Holidays) on receipt of the decision of the Employer with respect to Employee(s) grievance, or the decision of the Union in respect of the Employer's grievance, request the formation of a Board of Arbitration, by notifying the other party in writing by registered mail of its desire to arbitrate, at the same time submitting the name of the person nominated by them to be their appointee on the Board.
- (3) Within five (5) working days (not including Saturdays, Sundays, or Named Holidays), the party receiving the above notice shall notify the above appointee and the other party of their appointee to the Board.
- (4) The two (2) appointees so selected shall, within a period of ten (10) working days (not including Saturdays, Sundays, or Named Holidays), select a third person to act as Chairman, or if the appointees fail to agree on a third person to act as Chairman within five (5) working days (not including Saturdays, Sundays and Named Holidays) the appointments shall be made by the Minister of Labour upon the request of either the Employer or the Union, except that with the consent of both the Employer and the Union time limits as above specified may be extended for such times as are agreed to by the Employer and the Union in writing.
- (5) The Arbitration Board shall hear and determine the grievance and shall issue an Award in writing. The decision of the Board is final and binding upon the parties and upon any Employee affected by it. The decision of a majority of the Board members is the award of the Arbitration Board, but if there is not a majority, the decision of the Chairman governs and it shall be deemed to be the Award of the Board.

- (6) Each party to the grievance shall bear the expense of its respective appointee to the Arbitration Board and the two parties shall bear equally the expenses of the Chairman.
- (7) The Arbitration Board:
 - a) Shall not have power to alter or amend any provision of the Collective Agreement, or to substitute any provision or to give any decision inconsistent with the terms of this Agreement;
 - b) Shall have jurisdictions to determine whether the grievance presents an arbitrable issue;
- (8) Where the Board decides that an Employee has been suspended or dismissed unjustly, the Arbitration Board:
 - a) May direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his wage loss by reason of his suspension or dismissal, less pay monies earned by the Employee during his period of suspension or dismissal, or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable.
 - b) May make such other directives varying the penalty as it considers fair and reasonable having due regard to the terms of the Collective Agreement.
- (9) The written Award of the Board of Arbitration shall be given to the parties within fourteen (14) days following completion of the hearing.

ARTICLE 15 - DISCHARGE, SUSPENSION & DISCIPLINE

- (1) Whenever an Employee is disciplined and the discipline is intended to be a matter of management record, the Employee shall be given written particulars of the discipline whether it be a warning, suspension or discharge and a copy shall be sent to the Union. Further, an Employee may have the right to have a Union representative present when official warning of pending discipline is given.
- (2) No Employee presently employed by the Employer within the scope of this Agreement shall lose his employment or suffer a reduction in salary during the life of the Agreement as a result of contracting out or technological changes.
- (3) An Employee shall have the right to have access to his/her personnel record, twice yearly, and during any grievance or arbitration procedure.
- (4) Any disciplinary warning may be reviewed upon the employee's request once such warning has been on the employee's record for a period of 12 months or more from the date of the warning.

All employees' records shall remain confidential unless requested by the Law Courts.

ARTICLE 16 - OVERTIME

- (1) Overtime rates shall be paid for any work performed during any hours other than regular hours.
- (2) Overtime rates shall be time and one-half (1 1/2) for the first two (2) hours overtime following the regular hours of employment and double time thereafter. Double time regular pay shall be paid for work done on an Employee's regular day off, whether it be Saturday, Sunday or a weekday. Double time shall be paid for all work performed on a Statutory Holiday.
- (3) A minimum of two (2) hours at the overtime rate specified in Article (2) shall be paid for each call out.
- (4) In giving out overtime, the Employer agrees to distribute such overtime as evenly as possible among the Employees, except in the case of Emergency.
- (5) No Employee shall be required to take time off in lieu of overtime except by mutual agreement between the Employee and the Employer. Such time off shall be equal to the appropriate overtime rate as it was earned.
- (6) Overtime must be approved by the Employer.

ARTICLE 17 - OCCUPATIONAL HEALTH AND SAFETY

- (1) The Union and the Employer shall co-operate in continuing and perfecting regulations which will afford adequate protection to the Employees engaged in work for the Employer.
- (2) An Occupational Health and Safety Committee shall be established and be composed of two (2) representatives appointed by the Employer and two (2) representatives of the Union.
- (3) The Occupational Health and Safety Committee shall hold meetings as requested by the Employer and the Union, and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. The Committee shall make regular safety inspection tours. Minutes of all Occupational Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union.
- (4) The Employer agrees to provide and maintain suitable first aid equipment on all job sites and in all vehicles as required by the Workers' Compensation Board.

ARTICLE 18 - SHIFT WORK PREMIUMS

- (1) All shift work shall be posted ten (10) working days in advance.
- (2) In recognition of the undesirable features of shifts, premiums of one dollar (\$1.00) per hour shall apply on all shifts in which any hours are worked between 5:00 p.m. and 6:00 a.m. for full-time employees and permanent part-time employees who average thirty (30) hours or more per week.

This article shall not apply to part-time employees working less than thirty (30) hours per week averaged over a shift cycle, or seasonal employees.

ARTICLE 19 - SICK LEAVE PROVISIONS

- (1) Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled.
- (2) Sick leave shall be earned by Employees on the basis of one and one-half (1 1/2) calendar days sick leave per month with pay. Any portion of the unused sick leave shall be accumulated to a maximum of one hundred twenty (120) calendar days.
- (3) If proof of illness is required by the Town, the Employer may require a certificate from the Employee's attending medical practitioner, and/or a statement signed by the Employee substantiating the illness.
- (4) A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.
- (5) The Employee shall be entitled, after notifying his/her superior, to use up to five (5) days per annum of his/her sick leave for personal purpose. The employee's request shall not be unreasonably denied.
- (6) A record of unused sick leave shall be kept by the Employer. On the anniversary date of this Agreement, the Employer shall forward to the Secretary of the Union a list of Employees indicating the total unused sick leave that has accumulated for each Employee.
- (7) An Employee given a leave of absence without pay for a month or more, or laid off on account of lack of work, does not accumulate sick leave credits while he is not working.
- (8) An Employee having accrued sick leave to his credit shall, on retirement, receive a salary grant in lieu thereof equal to such credit at the average rate of the highest five (5) years of pay effective during the period the sick leave was accumulated.
- (9) Retirement is defined as any Employee eligible for retirement through the Local Authority Pension Plan having qualified for the "85" Factor or having qualified

under the Canada Pension Plan having reached the age of 65, whichever eligibility comes first.

ARTICLE 20 - STAND-BY

- (1) Any Employee detailed for stand-by duty shall receive thirty-two dollars (\$32.00) per day for the period January 1, 2017 to December 31, 2018 with overtime rates paid for actual work performed during this stand-by. Checking of water, sewer and gas facilities will be considered part of the stand-by duties for which an Employee will be granted an hour off at the end of the Friday working day.

ARTICLE 21 - STATUTORY HOLIDAYS

- (1) The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Boxing Day	Civic Holiday
Canada Day	Family Day (third Monday in February)

And any other day proclaimed a holiday by the Federal or Provincial Governments and the Town of Wainwright.

- (2) When any of the above-noted holidays fall on the Employee's scheduled day off, the Employee shall receive another day off with pay at a time mutually agreed upon by the Employer and the Employee.
- (3) If any Employee is absent on the working day immediately prior to or following the Statutory Holiday, no payment shall be made for the Statutory Holiday, unless the absence is covered by a medical certificate or an authorized leave of absence.
- (4) When any of the above-noted holidays fall on a Saturday and/or Sunday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

ARTICLE 22 - JOB CLASSIFICATION AND RECLASSIFICATION

- (1) When the duties in any classification are changed, or where the Union and/or an Employee feels he is unfairly or incorrectly classified or when any position not covered by Article 32 is established during the terms of this Agreement, the rate of pay shall be subject to negotiation between the Employer and the Union. If the parties are unable to agree on reclassification and/or rate of pay for the job in question, such dispute shall be submitted to arbitration in accordance with Article

12. The new rate shall be retroactive to the time the position was first filled by the Employee.

ARTICLE 23 - LEAVE OF ABSENCE

- (1) Representatives of the Union shall be granted permission without loss of pay or benefits, to leave their employment in order to carry out negotiations, grievances and arbitration procedures with the Employer. Notice of such shall, when possible, be given to the Employer at least three (3) working days in advance.
- (2) Upon written request to the Employer, two weeks in advance, leave of absence without pay and without loss of seniority shall be granted to Employees elected or appointed to represent the Union at Union Conventions or Conferences. Such leave will be limited to two (2) Employees at any one time.
- (3) The Employer recognizes the right of an Employee to participate in Public Affairs and an Employee who is elected to public office shall be allowed leave of absence without loss of his accumulated seniority during his terms of office.
- (4) Leave of absence without pay for full-time Union employment shall be granted under the following conditions:

In the event that an Employee becomes a full-time official of the Union, he shall be granted leave of absence for the purpose of carrying out the duties of his office and shall retain his seniority with the Employer as if he had remained in continuous employment therein. He shall have the right at any time upon giving one (1) months notice to return to his previous position or to such other position to which he may be promoted by reason of seniority and ability. Such leave of absence will be granted for a period not exceeding one (1) year, however, may be renewed on request during his term of office.

- (a) In leaves under this provision which are greater than three hundred and sixty five (365) days, an Employee shall be offered the first available job to which he is qualified upon his return.

Such an Employee shall make contributions to all Employee benefits, participating in same as would a permanent Employee of the Employer. His contributions to these benefits shall be based on his earnings during his full-time employment with the Union who shall pay the Employer's portion, making due allowance for changes in his marital status and number of dependents.

- (5) In the event an Employee is required to serve as a witness in matters arising out of his employment in the Town, the Employer shall pay such an Employee any difference between his normal earnings and payment he receives for service as a witness, including payment for travelling, meals or other expenses. The Employee will present proof of service and the amount of pay received.

(6) Where it is necessary for an Employee to take leave in order to attend educational conferences, or sessions, or to write examinations to improve qualifications, and where such will be of benefit to the Employer, such leave shall be given without loss of pay or seniority providing the Employee has received prior written permission from the Employer.

(7) The Employer shall grant leave of absence without pay and without loss of seniority to any Employee requesting leave for good and sufficient cause, such request is to be in writing. It is agreed and understood that such leave of absence shall not exceed six (6) months.

(8) **Bereavement**

An Employee shall be granted five (5) consecutive work days leave, excluding regular scheduled days off and paid holiday as per Article 21 of this Collective Agreement, without loss of wages in the case of the death of a parent, spouse/same sex partner, common-law spouse, brother, sister, child, mother-in-law, and father-in-law, grandparent, grandchild.

Where the burial occurs outside the Province, the Employer may grant such additional time, not to exceed four (4) calendar days as may be necessary. If travel outside Canada or the United States is required, an additional three (3) days shall be granted.

(9) One-half (1/2) day shall be granted without loss of salary or wages to attend an in-town funeral as a pallbearer. One (1) day shall be granted without loss of salary or wages to attend an out of town funeral as a pallbearer.

(10) **Maternity, Adoption and Parental Leave**

(a) Maternity, Adoption, or Parental Leave shall be granted in accordance with the Employment Standards Code and the Alberta Human Rights Commission.

An employee on maternity leave will be required to provide a medical certificate stating fitness.

(b) An Employee returning from maternity leave shall be reinstated in the same position at the rate of pay in effect for the position.

(11) An Employee upon request shall be granted a leave of absence in accordance with the guidelines of the Employment Insurance (EI) Compassionate Care Benefit to care for a seriously ill family member.

(12) **Domestic Violence Leave** – as per Alberta Employment Standards.

(13) **Personal and Family Responsibility Leave** – as per Alberta Employment Standards

- (14) **Leave for Citizenship Ceremony** – as per Alberta Employment Standards

ARTICLE 24 - HOURS OF WORK

- (1) The normal working hours for outside Employees shall be forty (40) hours per week, five (5) consecutive days, Monday to Friday with one (1) hour off for lunch.

(2) **Work Schedules – Full-time Employees**

- (a) **Public Works Department** shall be assigned hours of work that provide for:

- (i) Five (5) consecutive days of work from Monday to Friday.
- (ii) Shifts to be scheduled between 7:00 a.m. and 12:00 (midnight).
- (iii) Shifts of nine (9) consecutive hours, inclusive of a one (1) hour unpaid lunch break, and two 15-minute rest periods scheduled during the first and second half of each shift.

- (b) **Parks and Recreation Department** shall be assigned hours of work that provide for:

- (i) Five (5) consecutive days of work, inclusive of weekends.
- (ii) Shifts to be scheduled between 6:00 a.m. and 12:30 a.m.
- (iii) Shifts of nine (9) consecutive hours, inclusive of a one (1) hour unpaid lunch break, and two 15-minute paid rest periods scheduled during the first and second half of each shift.

- (c) **General Administration Department** (Clerical – Town Hall and RCMP Station) shall be provided hours of work that provide for:

- (i) Five (5) consecutive days of work from Monday to Friday.
- (ii) Shifts to be scheduled during normal office hours.
- (iii) Shifts of eight and one-half (8 ½) consecutive hours, inclusive of a one (1) hour unpaid lunch break, and two 15-minute paid rest periods scheduled during the first and second half of each shift.
- (iv) Thirty-seven and one-half (37 ½) hours per week.

- (3) Seniority shall determine shift preference, subject only to ability to perform the requirements of the job.

- (4) Rest periods shall be arranged by the Employer in such a manner as to cause minimum disruption of work schedules. Rest periods shall be taken at or near the place of work.

- (5) If an Employee reports for work and is unable to commence work, such Employee shall be paid for four (4) hours at regular rate unless the Employee is sick and

unable to work of his own volition.

- (6) This Article shall not apply to Employees hired to perform seasonal work. Seasonal Employees will be advised by the Employer as to their expected length of services, approximate hours per day and hours per week.
- (7) Regardless of Article 24(2), hours of work may vary, by mutual agreement between the employee and the employer, from the regular schedule to accommodate the following functions:
 - Pesticide/herbicide applications.
 - Painting road markings.
 - Street cleaning.
 - Special functions in Town facilities.

ARTICLE 25 - ANNUAL VACATIONS

- (1) An Employee shall receive an annual vacation with pay in accordance with his years of employment as follows:
 - Three (3) weeks after one (1) year
 - Four (4) weeks after ten (10) years
 - Five (5) weeks after fifteen (15) years
 - Six (6) weeks after twenty-five (25) years
- (2) If a statutory or declared holiday falls, or is observed, during an Employee's vacation period, he shall be allowed an additional day's vacation.
- (3) A vacation schedule shall be posted by April 15th of each year and finalized by May 31st of each year. Seniority shall be considered in determining the vacation schedule. Vacations will not be considered cumulative from year to year without written consent from the Employer.
- (4) An Employee shall take his vacation in an unbroken period unless otherwise mutually agreed upon between the Employer and the Employee.
- (5) Any portion of the unused annual vacation days shall be accumulated to a maximum of fifteen (15) calendar days over the allotted vacation. Any vacation days that accumulated beyond fifteen (15) calendar days will be paid out by the employer in the last pay period of the year. For the purpose of this clause "year end" refers to the end of the payroll year (not calendar year).

Example:

Employees with:

- 3 Weeks Vacation entitlements cannot carry over more than 30 days
- 4 Weeks Vacation entitlements cannot carry over more than 35 days

5 Weeks Vacation entitlements cannot carry over more than 40 days
6 Weeks Vacation entitlements cannot carry over more than 45 days

ARTICLE 26 - EMPLOYEE BENEFITS

- (1) The Town will make available group health, insurance, an/or pension plans from an insurer, or insurers of their choice, for the benefit of Employees covered by this Agreement. When enrolment and other requirements for group participation in various plans have been met, the Town will sponsor such plans to the portion agreed upon, and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.
- (2) In addition to the Canada Pension Plan, every eligible Employee shall participate in the Local Authorities Pension Plan. The Employer and the Employee shall make contributions in accordance with the provisions of the plan.
- (3) Enrolment in the various benefit plans is a condition of employment, except where an Employee is covered by a spouse with similar coverage. In this event the employee shall have the option of being covered by the Employer's benefit plan.
- (4) Upon ratification of the agreement, participation by the Employer towards group benefits premiums is one hundred percent (100%) of the premiums to a maximum as follows:
 - a) AMSC Extended Health Care Plan II with Vision
 - b) Group Life Insurance
 - c) AMSC Dental Plan with \$2,000.00 Combined Calendar Year Maximum coverage per person.
 - d) Long Term Disability (mandatory for full-time employees)
- (5) Payments towards the above benefit plans by the Town permit them to retain E.I. premium rebates from the Canada Employment Insurance Commission.
- (6) Transportation to the nearest physician or hospital for Employees requiring care as a result of an occupational accident shall be at the expense of the Employer.
- (7) It is further agreed that an Employee requiring medical care as outlined under Article 26(6) shall immediately make application to the AMSC Extended Health & Vision Care for any reimbursement due to him and such monies shall be assigned over to the Employer.
- (8) An Employee prevented from performing his regular work on account of an occupational accident that is recognized by the Workers Compensation Board as compensable within the meaning of the Workers Compensation Act, shall receive his regular pay and sign over to the Employer any benefits payable by the Workers Compensation Board for a maximum period of six (6) months, however, the period may be extended at the discretion of the Employer.

- (9) Employees may opt to continue participating in the group benefits program under the following conditions:
- (a) Continued participation is subject to that which is authorized or accepted by the benefit agency.
 - (b) Participation is limited to:
 - i) the first sixty (60) days of a lay-off
 - ii) the first sixty (60) days of an unpaid absence due to illness or accident
 - iii) any authorized leave of absence under one (1) year in duration
 - (c) An Employee opting to maintain group benefits shall prepay both the Employer and Employee portions of the applicable premiums.
 - i) The onus is upon the Employee to ensure that prepaid premiums reach the Town at the appropriate times.
 - ii) Benefits will be suspended should the Town not receive the prepaid premiums and will not be reinstated until an Employee returns to work.
- (10) An Employee who is attending a Trades College to complete an approved apprentice with the Town shall continue to receive their employee benefits for the duration of the leave. The Employee's portion of the premiums are to be deducted from their pay prior to this leave occurring. The Employer will continue to pay their portion of the premiums.

ARTICLE 27 - GENERAL

- (1) Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.
- (2) The Employer agrees to provide a bulletin board in the Administration Office, Arena, Swimming Pool, Public Works Shop and Utility Shop so that the Employees will have access to them and upon which the Employer and the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.
- (3) The Employer agrees to supply on approval of the Director of Public Works any tools or equipment considered necessary for Employees to perform their normal duties. Replacement will only be made by producing the worn or broken tool.
- (4) The Employer and the Union agree to print and supply all members and all new members with a copy of the Collective Agreement, on a fifty-fifty cost-share basis.

- (5) A Labour-Management Committee will be established for the purpose of resolving matters of mutual concern not covered by the provisions of the Collective Agreement. The Labour-Management Committee will be comprised of two (2) representatives appointed by each party to meet on agreeable dates.

ARTICLE 28 - DEFINITION OF EMPLOYEES

- (1) Full-time employees are those who are not in a temporary or probationary status and who are regularly scheduled to work a full-time schedule as per Article 24.
- (2) Part-time employees are those who are not assigned to a temporary or probationary status and who are regularly scheduled to work less than a full-time work schedule but work a regular number of hours per week.
- (3) A Temporary employee is a non-permanent employee who is hired to fill a position on a temporary basis for a specific period of time. A Temporary employee may work full or part-time hours.
- (4) A Seasonal employee is a non-permanent employee who is hired to meet the various seasonal requirements as defined by the Employer. A Seasonal employee may work full or part-time hours.
- (5) No Temporary or Seasonal employees shall be hired to avoid the filling of permanent positions.

ARTICLE 29 - UNIFORMS AND CLOTHING ALLOWANCE

- (1) The parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention, and the Employer agrees to provide safety equipment, clothing and protective apparel when required and to install devices where reasonable or necessary. Clothing and protective apparel shall be inclusive of, but not limited to:
 - Hard Hats
 - Rubber Boots
 - Rain Wear
 - Coveralls
 - Rubber Gloves
 - Goggles
- (2) Clothing and protective apparel provided by the Employer will remain the property of the Employer. In the event it is determined that clothing or protective apparel issued by the Employer is lost or damaged through employee neglect, the employee shall be billed for its current value, taking into account general wear and tear.

- (3) Clothing and protective apparel provided in accordance with this Article shall be replaced, as necessary, by the Employer without cost to the employee.
- (4) An allowance of up to one hundred and fifty dollars (\$150.00) will be provided every two years to those full time employees (including permanent staff who work over 30 hours a week) and are required by the Employer to wear swim wear or safety footwear.

The Employers contribution shall not exceed the actual cost of the footwear or swim wear and shall be paid only upon receipt of proof of purchase.

ARTICLE 30 - PAYMENT OF WAGES AND ALLOWANCES

- (1) The principle of equal pay for equal work shall apply regardless of sex.
- (2) Part-time Employees shall receive wage rates and conditions of employment specified in this Agreement on a pro-rata basis according to their hours of work.
- (3) The Employer shall pay salaries and wages bi-weekly in accordance with Article 32 attached hereto and forming part of this Agreement.
- (4) No Employee shall be required to use his car or truck for the Employer's business.
- (5) Any Employee required to assume the duties of a higher classification shall be paid the wages for the higher classification, except where the assumption of this higher classification is not greater than one (1) consecutive working day. If the higher classification is for a longer period than one (1) consecutive working day, the Employee shall receive full pay for the time he is employed in the higher classification. Any Employee required to assume the duties of a classification for which a lower wage rate has been established shall continue to be paid at the rate established for the classification under which he is listed on the payroll providing the Employee does not remain in the lower classification for more than six (6) months.

ARTICLE 31 - RETROACTIVITY

- (1) Any Employee whose employment has terminated prior to the date of execution of the Agreement, shall be eligible to receive retroactively any increase in salary which the Employee would have received but for the termination of employment, provided that the Employee submits to the Employer within thirty (30) calendar days of the said date of execution, a written application for such retroactive salary.

ARTICLE 32 - TERM OF AGREEMENT

- (1) This Collective Agreement takes effect from the 1st day of January 2019, and continues in full force and effect through until December 31, 2021, and shall

continue from year to year thereafter unless notification of the desire to amend is given by either party.

- (2) Such notice shall be given in writing not less than sixty (60) nor more than one hundred and twenty (120) days prior to the expiry date of this Agreement. At the first meeting between the parties following such notice, the parties will exchange proposals giving particulars of all amendments sought.
- (3) If neither party submits notice as per Clause (2), this Agreement shall continue from year to year thereafter until notification of desire to amend is given within the aforementioned sixty (60) to one hundred and twenty (120) days in a subsequent year.
- (4) The parties agree to continue the terms and conditions of this Agreement; the Agreement will remain in full force during the negotiating for an amended Agreement.
 - a) The contract will terminate, and none of the terms and conditions contained herein shall be applicable when strike or lockout commences.
- (5) The wording and figures contained in the Articles of this Agreement shall not be changed by either party, except through mutual agreement.

ARTICLE 33 – WAGES

CLASSIFICATION	2018	2019	2020	2021
		1.5% Increase	1.5% Increase	1.5% Increase
Office Clerical 1	21.26	21.58	21.90	22.23
Office Clerical 2	23.79	24.15	24.51	24.88
Office Clerical 3	26.31	26.70	27.10	27.51
Office Clerical 4	28.84	29.27	29.71	30.16
Accounting Clerk 1	23.79	24.15	24.51	24.88
Accounting Clerk 2	26.31	26.70	27.10	27.51
Accounting Clerk 3	28.84	29.27	29.71	30.16
Utility Clerk I	23.50	23.85	24.21	24.57
Utility Clerk II	28.84	29.27	29.71	30.16
Labour I	21.75	22.08	22.41	22.75
Labour II	25.34	25.72	26.11	26.50
Lead Hand	33.55	34.05	34.56	35.08
Utility Lead Hand	39.29	39.88	40.48	41.09
Equipment Operator I	30.26	30.71	31.17	31.64
Equipment Operator II	32.38	32.87	33.36	33.86
Gas Operator I	27.46	27.87	28.29	28.71
Gas Operator II	34.88	35.40	35.93	36.47
Gas Operator III	38.13	38.70	39.28	39.87
Utility Operator I	27.46	27.87	28.29	28.71
Utility Operator II	34.88	35.40	35.93	36.47
Utility Operator III	38.13	38.70	39.28	39.87
Maintenance Man	38.13	38.70	39.28	39.87
Level 9 Assistant Pool Supervisor	32.09	32.57	33.06	33.56
Level 8 Head Lifeguard II	30.26	30.71	31.17	31.64
Pool/Facility Mechanical Operator	30.26	30.71	31.17	31.64
Level 7 Head Lifeguard	29.49	29.93	30.38	30.84
Level 6 Senior Lifeguard	25.18	25.56	25.94	26.33
Level 5 Senior Lifeguard	23.16	23.51	23.86	24.22
Level 4 Senior Guard/Instructor	20.90	21.21	21.53	21.85
Level 3 Junior Lifeguard	16.91	17.16	17.42	17.68
Level 2 Junior Lifeguard	16.22	16.46	16.71	16.96
Level 1 Junior Lifeguard	15.53	15.76	16.00	16.24
Cashier	15.30	15.53	15.76	16.00
Rink Patroller	15.00	15.23	15.46	15.69
Seasonal Employees	16.01	16.25	16.49	16.74

NOTES:

Gas Operator II: Must be a certified Gas Utility Operator.

Gas Operator III: Must be a qualified Journeyman Gasfitter or a Journeyman Plumber & Gasfitter.

Utility Operator II: Must be in possession of a Water Distribution I and a Wastewater Collection I and Waste Water Treatment 1.

Utility Operator III: Must be in possession of a Water Distribution II and a Wastewater Collection II.

Maintenance Man: Must be a qualified Journeyman Carpenter.

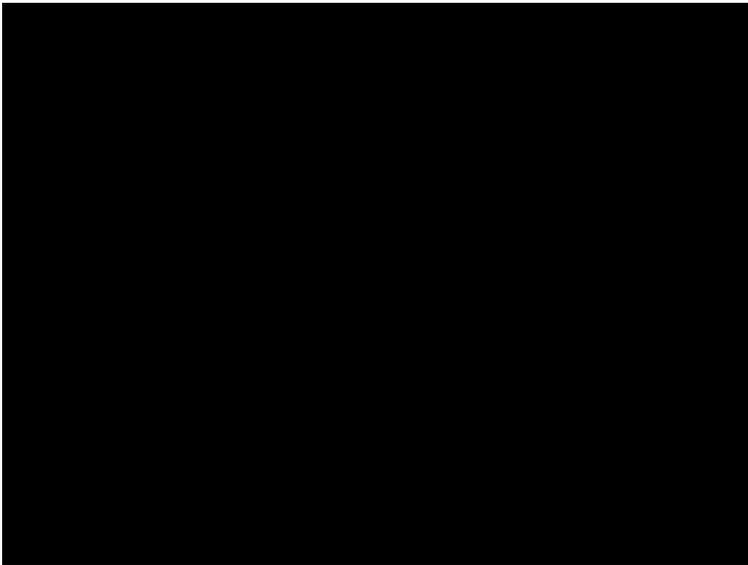
ARTICLE 34 - DATE OF AGREEMENT

The parties hereto executed this Collective Agreement by affixing the signatures of their proper officers on their behalf this 18 day of December, 2018 in Wainwright, Alberta.

On behalf of the Canadian Union of Public Employees Local 5606:



On behalf of the Corporation of the Town of Wainwright, Wainwright, Alberta:



JOB CLASSIFICATIONS

Labourer I

Same job description as Labourer II, but are employed on a casual or temporary basis only.

Labourer II

Employees in this classification perform a wide variety of routine manual tasks, which can be quickly learned without prior training, skill or experience. Employees in this class are usually required to work under close supervision according to detailed instructions which can be carried out without the exercise of independent judgement (i.e. construction and maintenance of roads, sidewalks, parks, buildings, cemeteries, snow removal, cutting grass, cleaning streets, digging, planting, operating small riding grass mowers and push type grass mowers, push type cultivators, compactors, hand weed sprayers, cutters, etc.)

Equipment Operator I

Employees in this classification shall be required to perform all tasks as described in Labourer II. In addition to the aforesaid tasks, Employees in this classification shall be qualified to operate and perform minor maintenance of light mobile construction and maintenance equipment, such as rubber tired farm or industrial tractors. Operates a wide variety of small self-propelled machines such as mobile sweepers, snowplows, road distributor, motorized weed sprayers, all types of trucks up to and including heavy-duty units. Works under fairly close supervision, orders received either verbally or in writing.

Equipment Operator II

Employees in this classification operate and perform minor maintenance of moderately heavy mobile construction equipment such as industrial tractors, backhoe, crawler or rubber tired equipment with blade or bucket, motor patrols, self-propelled rubber tired ditching machines, heavy trucks and road building equipment. Orders are received verbally or written and requires very little supervision.

Utility Operator I

Employees in this classification are capable of operating a water distribution system, do minor maintenance on equipment or machinery used in this system. Capable of operating sewer distribution system, sewer pumps, siphon chambers and do minor maintenance on equipment or machinery used in this system. Employees in this classification should be able to work under general supervision. Orders are received verbally or in writing.

Utility Operator II

Employees in this classification are capable of operating a water distribution system, maintaining water supply, filtration and treatment equipment, do minor maintenance on

equipment or machinery used in this system. Capable of operating sewer distribution system, sewer pumps, siphon chambers, treatment plants and do minor maintenance on equipment or machinery used in this system. Employees in this classification should be able to work under no supervision. Orders are received verbally or in writing. Required Provincial Operators Certificate.

Lead Hand

An Employee in this class works under the direction of the Public Works Foreman and/or Director of Public Works. He or she supervises the work performed by labourers and other Employees engaged in doing work related to public works, utility repair, maintenance (including work place safety) and is required to work with the men under his supervision and control. This position will be filled only if a suitable candidate is found.

An Employee in this class works under general direction of the Director of Parks & Recreation. He or she supervises the work performed by labourers and other Employees engaged in doing Parks & Recreation related work (including work place safety) and is required to work with the men under his supervision and control. This position will be filled only if a suitable candidate is found.

Utility Lead Hand

An Employee in this class works under the direction of the Public Works Foreman and/or Director of Public Works. He supervises the work performed by Gas Operators, Utility Operators, labourers and other Employees engaged in doing any water utility & gas /plumbing work (including work place safety), and is required to work with the men under his supervision and control. This Employee must be a qualified Journeyman Plumber & Gas Fitter and is working towards his Water Distribution 2, Waste Water Collection 2, and Waste Water Treatment 1 Certificates. This position will be filled only if a suitable Candidate is found.

Office Clerical 1

Work in this class involves simple and elementary level computer applications, clerical functions, answering telephones, dealing with public enquiries, and filing work under close supervision. Provides customer services as required.

Office Clerical 2

Work in this class involves performing more complex computer applications, clerical functions, answering telephones, dealing with public enquiries, filing and in designing and maintaining records, operating office machines and performing other duties as required under close supervision. Must be capable of typing accurately with good speed. Provides customer services as required.

Office Clerical 3

Work in this class involves performing complex computer applications and clerical functions following established policies and procedures. Within these parameters incumbents may operate independently, referring the more unusual situations to a supervisor. Must be capable of typing accurately with excellent speed. This work involves public contact requiring some knowledge and judgement to explain policies and procedures. Duties also include assisting with other office duties as required.

Office Clerical 4

Work in this class involves performing complex computer applications and clerical functions following established policies and procedures under little or no supervision. Within these parameters incumbents may operate independently, referring the more unusual situations to a supervisor. Must be capable of typing accurately with excellent speed. This work involves public contact requiring some knowledge and judgement to explain policies and procedures. Responsibilities may include reviewing the work of others or assisting them with difficulties. Work is evaluated for accuracy and adherence to established standards. Knowledge in filing systems, computer applications, business applications and the operation of municipal government is preferred but not essential. Duties also include assisting with other office duties as required.

Utility Clerk I

Performs simple and elementary level of clerical work pertaining to utilities under close supervision. Duties also include assisting with other clerical office work.

Utility Clerk II

Capable, after 6 months, of performing all functions related to utility billing including operation of billing equipment, maintenance and control of utility ledger. Duties also include assisting with other clerical office work when required.

Accounting Clerk 1

Work in this classification involves the application of fundamental accounting principles and practices in the processing and maintenance of a variety of financial records within the parameters of the municipal accounting system and established standards. Functions to be carried out may include payroll, property taxes, accounts payable and other accounting duties as designated. Other duties include maintaining the Town's computer systems, maintaining files and assisting with clerical office work as required. Performs required duties of this position under close supervision. Individuals in this position must have post secondary education and/or experience in the operation of a computer system combined with good typing and public relation skills.

Accounting Clerk 2

Work in this classification involves the application of fundamental accounting principles and practices in the processing and maintenance of a variety of financial records within the parameters of the municipal accounting system and established standards.

Functions to be carried out may include payroll, property taxes, accounts payable and other accounting duties as designated. Other duties include maintaining the Town's computer systems, maintaining files and assisting with clerical office work as required.

Performs required duties of this position under reduced supervision.

Individuals in this position must have post secondary education and/or experience in the operation of a computer system combined with good typing and public relation skills.

Must be capable of performing the duties of this position under little or no supervision.

Accounting Clerk 3

Work in this classification involves the application of fundamental accounting principles and practices in the processing and maintenance of a variety of financial records within the parameters of the municipal accounting system and established standards.

Functions to be carried out may include payroll, property taxes, accounts payable and other accounting duties as designated. Other duties include maintaining the Town's computer systems, maintaining files and assisting with clerical office work as required.

Must be capable of performing the duties of this position under little or no supervision.

Individuals in this position must have post secondary education and/or experience in the operation of a computer system combined with good typing and public relation skills.

Must be capable of performing the duties of this position under little or no supervision.

Gas Operator I

Employees in this classification are capable of operating a gas distribution system, maintenance of gas supply and to do minor maintenance on equipment or machinery used in this system. Should be able to work under general supervision and receive orders verbally or in writing.

Gas Operator II

Employees in this classification are capable of operating a gas distribution system, maintenance of gas supply and to do minor maintenance on equipment or machinery used in this system. Should be capable of performing duties with little or no supervision.

Cashier

Cashier is under the general direction of the shift supervisor(s) and Office Clerical staff.

Responsible for the effective handling of cash receipts, program registrations and admissions. Must possess good interpersonal and public relation skills for dealing with the general public. The position involves maintenance duties of designated areas and other responsibilities as assigned by the Facility Manager. Knowledge of LS and Red Cross level systems and ability to handle established emergency procedures is preferred. Must possess Standard 1st Aid & CPR Level C within six (6) months of hiring.

Level 1 Junior Guard

Individuals in this position are employed on a casual basis. Under close supervision of the shift supervisor(s) are required to assist with lifeguarding duties, assist Red Cross and preschool lessons and be able to follow established emergency procedures. Must possess good interpersonal and public relation skills. Are required to perform maintenance and other related duties as directed to achieve a high standard of work place cleanliness.

Must possess the following current awards:

- Standard 1st Aid & CPR Level C
- National Lifeguard Service (16 years of age) or
- Canadian Red Cross Lifeguard (15 years of age)

Level 2 Junior Guard

The same job description as Level I Junior Guard but will teach all lessons as directed. Must possess the following current awards:

- Standard 1st Aid & CPR Level C
- National Lifeguard Service (16 years of age) or
- Canadian Red Cross Lifeguard (15 years of age)
- Red Cross Water Safety Instructor

Level 3 Junior Guard

The same job description as Level II Junior Guard but will teach all lessons as directed. Must possess the following current awards:

- Standard 1st Aid & CPR Level C
- National Lifeguard Service (16 years of age) or
- Canadian Red Cross Lifeguard (15 years of age)
- Red Cross Water Safety Instructor
- Lifesaving Instructor

Level 4 Senior Guard/Instructor

Under the general direction of the Head Guard(s) and Programmer/Assistant Pool Manager are required to manage work duties and guarding responsibilities performed by Junior Guards. The individual must be mature with the ability to provide direction and training for Junior Guards, possess good interpersonal and public relation skills and hold a high value for work and the facilities maintenance standard. Must be 18 years of age, hold a High School Grade 12 Diploma, available to work a variety of shifts. This position may include casual supervisory duties. Should possess the following current awards:

- Standard 1st Aid & CPR Level C

- National Lifeguard Service or Canadian Red Cross Lifeguard
- Red Cross Instructors

It is further recommended that Senior Guards work toward other related instructor/guarding awards and Pool Operator I certification.

Level 5 Senior Guard

Under the general direction of the Head Guard(s) and the Programmer/Assistant Pool Manager, the individual is responsible for performing supervisory duties and ensuring patron safety. Management of work duties, maintenance and guarding responsibilities, providing direction and training for Junior Guards is required. Experience with pool and pool area maintenance and a high value for maintenance standards is essential. Senior guards should be working towards knowledge of pools mechanical operations. Individuals must possess good interpersonal and public relations skills and be able to communicate effectively with other staff members. Teaching of lessons and performance of other duties as directed is also required. Must be 18 years of age and capable of supervising designated shifts. Must possess the following current awards:

- Standard 1st Aid & CPR Level C
- National Lifeguard Service or Canadian Red Cross Lifeguard
- Red Cross Instructors
- Lifesaving Instructor – within 12 months of hiring

It is recommended that individuals in this position continue to work toward further qualification in:

- Pool Operator I
- Related Instructor awards
- Knowledge of mechanical / chemical operations

Level 6 Senior Guard

Under the direction of the Head Guard(s) and the Programmer/Assistant Pool Manager, this position is responsible for the standard of guarding and maintenance performed on designated shifts. Will provide supervision and training of other staff members. Individuals in this position should be knowledgeable with mechanical operations and maintenance of pool system and area as well as administration and organizational policies of the facility. Excellent interpersonal, public relations and communication skills are required. Lifeguarding, instruction and other related duties will be required as directed. Must be 18 years of age, capable of supervising all shifts and hold the following current awards:

- Standard 1st Aid & CPR Level C
- National Lifeguard Service or Canadian Red Cross Lifeguard
- Red Cross Instructor
- Lifesaving Instructor
- Pool Operator I – within 24 months of hiring

It is further recommended that individuals in this position continue to work toward certification in Pool Operator II and other related leadership awards.

Level 7 Head Lifeguard

Under the direction of the Programmer/Assistant Pool Manager and Facility Manager this position is responsible for the standard of guarding and maintenance performed on all shifts. Required to supervise and train other staff members and assist with in-service training at the direction of the Programmer/Assistant Pool Manager. The Head Guard(s) should be experienced and knowledgeable with mechanical operations and maintenance of the pool system and area as well as administration and organizational policies of the facility. Excellent interpersonal, public relations and communication skills are required. Lifeguarding, instruction and other related duties will be required as directed. Must be 18 years of age and possess the following current awards:

- Standard 1st Aid & CPR Level C
- National Lifeguard Service or Canadian Red Cross Lifeguard
- Red Cross Instructor
- Lifesaving Instructor
- Pool Operator I – within 12 months
- Pool Operator II – within 24 months

It is further recommended that Head Guards continue to work toward certification in other related leadership awards.

Pool/Facility Mechanical Operator

Under the direction of the Facility Manager, the Pool/Facility Mechanical Operator performs work in the operation and maintenance of the Communiplex Pool including recirculation and/or filtration systems, chemical feed systems, heating and ventilation systems, plumbing systems and related automation systems. This individual must be capable of working with limited or no supervision.

Duties may include but are not limited to the following:

- Monitors, operates and maintains equipment such as chlorinators, chemical feeders, filtration and recirculation systems, automated control systems, heating and ventilation systems, pumps, motors and plumbing fixtures.
- Capable of completing tasks related to electrical, plumbing and HVAC systems to a point where a certified contractor is required.
- Responsible for all aspects of water and chemical balancing for pool operations, as well as statistical compilation and reporting to provincial authorities.
- Assists with the implementation of an aquatic maintenance training program for part-time staff.
- Maintains an inventory of supplies and assists with placing orders.

- Reviews, maintains and updates records such as operating procedures, checklists, daily summary reports and compiles the data collected.
- Performs housekeeping duties and other related maintenance duties inside and around the Communiplex and Peace Memorial Multiplex as requested by the Facility Manager.
- Must assume "on-call" duties on a rotational basis with other senior staff and provide emergency assistance when required.

Knowledge, Ability and Skills Required

- Grade 12 Diploma.
- Pool Operator II certification, or a willingness to obtain this certification within one year of hiring.
- First Aid, CPR, WHMIS and AED.
- Valid Class 5 Drivers License.
- Previous experience and knowledge of swimming pool operations would be considered an asset.
- Past supervisory experience would be considered an asset.
- Previous maintenance experience with plumbing, electrical and HVAC systems would be an asset.

Level 8 Head Lifeguard II

Under the direction of the Programmer/Assistant Pool Manager and Facility Manager, this position is responsible for quality control and the standards maintained on all shifts. Required to provide leadership, direction and mentorship to Head Lifeguard(s) Level 7. Must have strong leadership skills as well as excellent interpersonal, public relations and communication skills. Work with Programmer/Assistant Manager and Facility Manager on planning and implementation of training for all aquatic staff. Maturity and strong troubleshooting skills are essential. Under the direction of the Facility Managers, the Head Lifeguard II will perform work in the operation and maintenance of the pools and related filtration/chemical feed systems. Must assume "on-call" duties on a rotational basis with other senior staff and provide emergency assistance when required. Must be 18 years of age and possess the following current qualifications:

- Standard 1st Aid & CPR Level C
- National Lifeguard Service award or Canadian Red Cross Lifeguard
- Red Cross Water Safety Instructor
- Pool Operator Level II
- Valid Driver's License

LEVEL 9 ASSISTANT POOL SUPERVISOR

Under the direction of the Facility Manager, responsible for programming, promotion and supervision of all facility programs. Required to provide training, direction and supervision to all pool staff. The Programmer/Assistant Pool Manager should be knowledgeable with all mechanical and maintenance operations of the pool system and area. Responsible for policy/procedural updates, staff files and facility program

records. Excellent interpersonal, public relations and communication skills are required. Lifeguarding, instruction and performance of other duties may be requested by the Facility Manager. Must be 18 years of age and possess the following current awards:

- Standard 1st Aid & CPR Level C
- National Lifeguard Service and/or Canadian Red Cross Lifeguard
- Red Cross Instructor
- Lifesaving Instructor
- Pool Operator Level I & II
- Instructor Trainer Status and / or National Lifeguarding Service Course
- Conductor or Canadian Red Cross Lifeguard Instructor / Standard 1st Aid Instructor / LS Instructor Trainer
- Alberta Fit Leader Certification – within 24 months of hiring

Seasonal Employees

Employees in this category are normally employed under a Government Employment Program. Example - S.T.E.P. They perform duties specific to a program designed to create employment during a particular season of the year, i.e. summer months, winter months.

Employees in this category are under constant supervision and are being trained for later entry into the permanent work force.

