

# COLLECTIVE AGREEMENT

Between

THE REGIONAL MUNICIPALITY OF WOOD BUFFALO

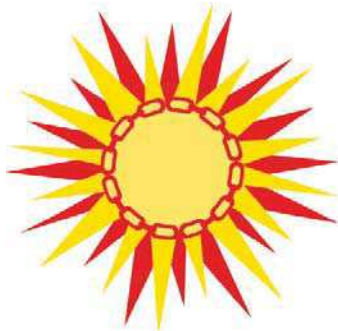


REGIONAL MUNICIPALITY  
OF **WOOD BUFFALO**

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1505



**WOOD BUFFALO**  
**CUPE 1505**  
**OUR WORK. OUR HOME.**

*JANUARY 1, 2014 TO DECEMBER 31, 2017*

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## **LETTER OF UNDERSTANDINGS (LOU)**

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This Agreement made this 7 day of May, 2014 in the  
Province of Alberta

between

**The Regional Municipality of Wood Buffalo**

(hereinafter called the "Employer")

Party of the first part

and

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

(hereinafter called the "Union")

Party of the second part

**P R E A M B L E**

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

1. Harmonious relations and settled conditions of employment between the Employer and the Union.
2. Joint discussions and negotiations on all matters pertaining to working conditions, employment and services.
3. Safety, efficiency and the highest degree of public service possible among the work force in all areas.
4. The morale, well-being, and security of all employees in the Bargaining Unit of the Union.  
It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

Now, therefore, it is agreed as follows:

## **ARTICLE 1 - DEFINITIONS**

- 01.01      **Employer** – Means the Regional Municipality of Wood Buffalo and its successors and is otherwise referred to as “RMWB”. **[2014]**
- 01.02      **Union** – Means the Canadian Union of Public Employees, Local 1505, its predecessors and successors and is otherwise referred to as the “Union”. The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing with, or negotiating with the Employer. This does not preclude the recognition granted under Article 11. **[2014]**
- 01.03      **Employee** – Means an employee of the Employer who is a member of the Union. **[2014]**
- 01.04      **Promotion** - Shall be defined as the movement of any employee to a permanent vacancy at a pay level higher than previously held by that employee.
- 01.05      **Demotion** - Shall be defined as the movement of an employee to a permanent vacancy at a pay level lower than previously held by that employee.
- 01.06      **Transfer** - Shall be defined as the movement of an employee to a permanent vacancy at a pay level equal to that previously held by that employee and shall include a voluntary demotion to a lower pay level.
- 01.07      **Working Day** - Shall be defined as Monday through Friday exclusive of negotiated holidays and weekends.
- 01.08      **Day** - Shall be defined as a calendar day. **[2014]**
- 01.09      **Year** - Means twelve consecutive months unless specifically modified to mean otherwise. **[2014]**
- 01.10      **Calendar Year** - Means twelve consecutive months that begin on January 1st and end

on December 31. **[2014]**

- 01.11     **Probationary Employee** - A newly hired employee who is serving the required probationary period for a permanent position.
- 01.12     **Permanent Employee** - An employee hired on a permanent basis who has successfully completed the required probationary period.
- 01.13     **Name Hire** - Employees that have not been hired through the recruitment process, “Name Hires” are not considered internal applicants. Such appointments will not exceed ninety (90) calendar days nor will employees be re-appointed for a further period of any length without the express written consent of the Union. **[2014]**
- 01.14     **Casual Employee** – means an employee who works on an irregular unscheduled basis and is called to work on short notice because of the unexpected absence of an employee or an unexpected, temporary increase in work load. A casual employees term of employment shall not exceed one thousand (1000) hours worked in a calendar year. **[2014]**
- 01.15     **Temporary Employee** – Shall mean any employee hired on an interim basis. They are hired only for positions temporarily vacant (replacing an employee on leave) or temporarily existing (for special projects). If the temporary employee completes sixty (60) working months in a seven (7) year period they will automatically become permanent full-time members. **[2014]**
- 01.16     **Co-op Student** – is a person who is engaged in a recognized work/study program at a school or university whose course of study requires or permits the student to participate in study related work programs as an integral part of the certificate, degree, or diploma. A Co-op student will be compensated at eighty percent (80%) of the classification for which they are hired. Co-op students pay Union dues but are not entitled to any accrual benefits, pension or medical benefits. **[2014]**
- 01.17     **Seasonal Student** – is a person who is working in a seasonal job and is compensated at seventy percent (70%) of the classification for which they are hired. Seasonal

Students pay Union dues but are not entitled to any accrual benefits, pension or medical benefits. **[2014]**

- 01.18      **Exempt Supervisor** – A supervisor who is not affiliated with one of the Municipality's Unions.
- 01.19      **Immediate Supervisor** - The next level of supervision that an employee reports to (can be a Union member).
- 01.20      **Full-Time Employee** – means an employee who regularly works the full-time hours set out in Article 14. **[2014]**
- 01.21      **Part-Time Employee** – means an employee who regularly works less than the bi-weekly hours of a full-time position. **[2014]**
- 01.22      **AWOL (Absent without Leave)** - An employee absent from work as per Article 7.05(c). **[2014]**

## **ARTICLE 2 - RECOGNITION**

- 02.01      The Employer recognizes the Canadian Union of Public Employees, Local 1505 as the sole and exclusive Bargaining Agent for all employees covered by the Agreement, in accordance with the Certificate No. 125-95 issued by the Alberta Labour Relations Board and all subsequent amendments thereto.
- 02.02      Non-bargaining Unit employees shall not be employed in the performance of jobs included in the Bargaining Unit where such employment causes the lay off or other loss of employment or the reduction in normal hours of work or pay on the part of the Bargaining Unit employees.
- 02.03      The Employer shall not enter into any agreement with any individual employee or group of employees in the Bargaining Unit respecting the terms and conditions of employment

contained herein unless any such agreement is first agreed to by the Union.

02.04 The Parties hereto recognize 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.

02.05 The Parties agree that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliations or activity, sexual orientation, gender, marital or parental status, family relationship, place of residence, disability nor by reason of his/her membership or activity in the Union or any other reason except as authorized by the Human Rights Act or any other law. **[2014]**

02.06 **Harassment** - The Employer and the Union are committed to improving the workplace by maintaining a work environment for all its employees which is free from all forms of harassment.

In order to help enhance the dignity and self-worth of all employees the Employer and the Union are committed to a harassment free workplace. The Employer and the Union will not tolerate, ignore or condone workplace harassment and considers harassment to be a serious offence.

All employees are responsible for respecting the dignity and rights of their co-workers and the public they serve.

Should an employee feel that they have suffered harassment; the employee so affected is encouraged to speak out and bring the matter to the attention of a supervisor, or a CUPE Executive member or the Human Resources Department for investigation and action.



### **ARTICLE 3 - UNION SECURITY**

03.01 All employees covered by this Agreement, as a condition of continued employment, shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All future employees shall, as a condition of continued employment, become and remain Members in good standing in the Union within thirty (30) days of employment. The Union shall notify the Employer the names of persons who are no longer Members in good standing in the Union and the reasons therefore. **[2014]**

### **ARTICLE 4 - CHECK OFF OF UNION DUES**

04.01 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/her to the Union.

04.02 a) Deductions shall be made from each pay, and the Union dues shall be forwarded to the Union bi-weekly, following the close of payroll, accompanied by a current list of employee names, and dues deducted. **[2014]**

04.02 b) The Employer will provide the Union with a current list of employees' names, addresses, telephone numbers, personnel number, regular hours and rate of pay semi-annually by the end of January and June. **[2014]**

04.03 The Employer will acquaint new bargaining unit employees with the fact that the collective agreement is in effect and that new employees are required to become members of the Union and to pay dues as set forth in the agreement. The Employer will provide new employees a paid half (1/2) hour in order for one Union Representative to orient them to the Union during business hours during the Employers orientation. **[2014]**

04.04 The Parties hereto 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.

- 04.05 At the same time that Income Tax (T-4) slips are made available, the Employer shall provide, in a format acceptable to Revenue Canada - Taxation, a statement of the amount of Union dues paid by each Union member in the previous year.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

- 05.01 The Employer reserves and retains solely and exclusively all rights to manage the Municipality and direct its workforce except to the extent that such rights are specifically restricted by this Agreement. **[2014]**

## **ARTICLE 6 -LABOUR MANAGEMENT COMMITTEE**

### **06.01 Establishment of Committee**

A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The mandate of the committee is to further the interests of improved service to the public, ability of management to manage competently and job security for the employees. **[2014]**

### **06.02 Meetings of Committee**

The committee shall meet at least once a month at a mutually agreeable time. Meetings will begin at one (1) p.m. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Union members of the Committee will be given the morning of the meeting off with pay to prepare for the meeting. Employees shall not suffer any loss of pay for time spent attending such meetings. **[2014]**

06.03      **Chairperson of Meeting**

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. [2014]

06.04      **Minutes of Meetings**

Minutes of each meeting of the committee shall be prepared and signed by the chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall receive two signed copies of the minutes within three (3) days following the meeting. The Employer shall post a copy of the minutes on all Union bulletin boards two (2) days after delivering such minutes to the Union. [2014]

**ARTICLE 7 -SENIORITY**

07.01      **Permanent Employee**

Seniority is defined as the length of continuous service as a permanent employee in the Bargaining Unit. Upon successful completion of the required probationary period, permanent employees shall accrue seniority from the date of hire into a permanent position and shall be used, subject to the balance of the provisions in this Agreement, in determining preference or priority for promotions, transfers, acting positions, layoffs, demotions, permanent reduction of the workforce, and recall. Seniority, except as otherwise provided herein, shall operate on a Bargaining Unit wide basis. [2014]

07.02      **Conversion of Seniority**

For the purpose of comparison of seniority with that of permanent full-time employees, the seniority of permanent part-time employees shall be converted by adding the hours paid by the Employer to date and dividing the total by the daily full-time paid hours worked in their current position. For the purposes of this Clause, unpaid leaves of absence, periods of Short Term Disability during which the Employer makes no

contribution to earnings, Workers' Compensation, Long Term Disability, vacation pay payout to a permanent part-time employee or overtime shall not be counted as "hours paid by the Employer."

07.03

### **Seniority List**

- a) The Employer shall maintain a seniority list showing the date upon which each permanent full-time employee's service commenced.
- b) The Employer shall maintain a separate seniority list showing the hours worked to date and the start date of each permanent part-time employee.
- c) A seniority list of all employees covered by this agreement shall be supplied to the Union by the Employer. Such list shall show the name of the employee, the date of hire, seniority in years, months and days. When two (2) or more employees have the same seniority date, the order of seniority will be by last name alphabetically. The seniority list will be forwarded to the Union in March of each year. The Union will have four (4) calendar weeks to review the list and submit any changes otherwise the list will remain as is and not be subject to grievance or arbitration. **[2014]**

07.04

### **Probation of Newly Hired Employees**

New employees hired into a permanent part-time or full-time position shall be required to serve a six (6) calendar month continuous service probationary period from the date of hire into that position before obtaining permanent status. **[2014]**

The Employer has full rights to discharge probationary employees if in the opinion of the Employer they do not meet the standards required of them by the Employer. Probationary employees are not permitted to participate in the pension plan until such time as they have successfully completed their probation but will be entitled to purchase back the period of unpaid pension provided it is done before completion of the first year of employment. **[2014]**

During the probation period, such employees shall be entitled to the rights and benefits as specified in this Agreement except with respect to discharge. Employment of a

probationary employee may be terminated during the probation period without recourse to the grievance procedure unless the Union claims discrimination as noted in Clause 02.05 as the basis of termination.

All permanent employees shall be evaluated in writing during the sixth (6th) week and at the end of the probationary period. A copy of the evaluation shall be given to the employee. **[2014]**

07.05 **Loss of Seniority**

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

An employee shall lose his/her seniority in the event of one of the following:

- a) He/she is discharged for just cause and is not reinstated.
- b) He/she resigns in writing or verbally and is not reinstated within two (2) days.
- c) He/she terminates his/her employment by being absent from work in excess of three (3) days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- d) He/she is laid off for a period longer than eighteen (18) months.

07.06 An employee shall only be transferred or promoted to a position outside the Bargaining Unit with his/her consent to a maximum of one-hundred and eighty day (180) days. **[2014]**

- a) When temporarily transferred to a position outside the Bargaining Unit, the employee shall retain seniority and continue accruing seniority during the period of the temporary transfer.
- b) When promoted to a permanent position outside the Bargaining Unit, the employee shall retain the seniority acquired to the date of leaving until completion of the trial

period of the position to which he/she is promoted.

If such an employee returns to the Bargaining Unit during or at the end of the CUPE trial (3 months) period, he/she shall be placed in the position previously held by him/her.

If such an employee returns to the Bargaining Unit after the CUPE trial period but prior to the end of the trial period of the position to which he/she was promoted, he/she shall be placed in a job consistent with his/her qualifications, and retains his/her previous seniority within the Bargaining Unit. Such return shall not result in the lay off or bumping of an employee holding greater seniority.

07.07 Temporary, name hires and casual employees shall not accrue seniority. **[2014]**

## **ARTICLE 8 - FILLING OF JOB VACANCIES AND STAFF CHANGES WITHIN THE BARGAINING UNIT**

08.01 Notices of vacancies or newly created positions shall be clearly posted as an internal competition for a period of nine (9) days on the RMWB intranet. However, the Employer shall be at liberty to immediately fill the position temporarily; such temporary vacancies shall be filled as per Article 20. Should an employee resign and a vacancy is thereby created, such position shall be posted in accordance with the above. **[2014]**

Such notices shall contain at least the following information:

- a) Job title and nature of position.
- b) Qualifications required.
- c) Knowledge and education.
- d) Skills, shift, hours of work, wages or wage rate or range.
- e) Established job descriptions shall apply.

08.02 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 the recruiting department, shall receive a summary of the status of the competition and the reasons for the delay in filling the position.

08.03 When applying on internal competitions the following conditions will apply and applicants will be considered in this order.

- a) Permanent full time and permanent part time employees who have successfully completed their probation or trial period of the current position and have not changed positions within the last 12 months. Applications for internal competitions within the same 12 month period may be considered on a case by case basis in consultation with the Union. Release Agreements will be required and approvals will not be unreasonably withheld.
- b) In assessing the required qualifications of applicants, the Employer shall consider each individual's abilities, education, skills, knowledge, aptitude and fitness for the vacant position.
- c) In making appointments to vacant or newly created positions within the jurisdiction of the Bargaining Unit it is agreed that where the required qualifications of two (2) or more applicants are approximately equal, seniority shall govern.
- d) Where a job vacancy falling under the scope of this Agreement is posted as per Clause 08.01, qualified applicants from within the Bargaining Unit shall be assessed prior to posting externally.
- e) Where a job vacancy falling under the scope of this Agreement is posted simultaneously (internal and external), qualified applicants from within the Bargaining Unit, that apply within the CUPE closing date, shall be assessed before external applicants are considered.

08.04 A promoted, demoted or transferred employee shall serve a three (3) calendar month trial period which may be extended to a maximum of a further three (3) calendar months by mutual agreement between the Employer and the Union.

08.05 An employee serving a trial period shall be evaluated in writing after six (6) weeks from the date of hiring and at the end of the trial period. In the event that the trial period is

extended, further evaluations in writing shall be done after six (6) weeks and at the end of the extended trial period. A copy of the evaluation shall be given to the employee.

If a promoted, demoted or transferred employee, at his/her option or the decision of the Employer, should be returned to his/her former position during the trial period, any other employee affected by his/her return shall be returned to his/her former position. Any employee so affected by this Clause will be placed at his/her previous position as though he/she had not left it insofar as his/her wage rate, increment date and accrued seniority are concerned.

- 08.06 The Employer shall promptly submit to the Union information respecting all job postings, appointments, hiring, layoffs, transfers, recalls, and termination of employment regarding positions within the Bargaining Unit.

## **ARTICLE 9 - PROFESSIONAL DEVELOPMENT (TRAINING)**

- 09.01 The Employer agrees that a flexible and well-trained workforce is an asset to ensure delivery of premium cost-efficient service to the public. **[2014]**

There will be three categories of training as follows:

### **1. Individual Learning**

The Employer's Training and Development Department along with the employees Manager will give each employee an opportunity, upon request, an interview at least once every twelve (12) months to ascertain their individual learning goals and/or to review the status of such development. The Employer commits to fund and advance individual learning in a manner that demonstrates on-going progress as described above within RMWB professional development guidelines. **[2014]**

Any training the Employer brings into the workplace that relates to individual learning will only be open to those who have identified their desire for such training during their interview. These training opportunities will be distributed to those employees



and filled on a seniority basis. **[2014]**

Failure to complete the training will result in a requirement for the employee to repay the Employer the full tuition costs of the course paid on behalf of the employee. **[2014]**

## **2. Mandatory/Operational Training**

Necessary training which is operationally required by various departments to ensure continuing employee competence, in order to fulfill their job function, to complete the demands of the organization. Priority of this training will be by business unit needs in order of divisional seniority. **[2014]**

## **3. Complimentary Training**

Training that fits into neither of the two categories above. These training opportunities will be posted and filled on a bargaining unit wide seniority basis.

Time spent in training shall be considered to be time worked, as it relates to all provisions of this collective agreement. **[2014]**

09.02 The Employer will provide fifteen (15) days' notice if mandatory training is to be outside of regular working hours unless mutually agreed upon by the parties. **[2014]**

09.03 The Employer shall maintain a training program to ensure the increased knowledge, experience and skills of all employees, in a fair and consistent manner, having due regard to their seniority, to enable them to improve their job performance and to apply for vacancies in a higher or different job classification.

a) When a permanent employee successfully applies on a non-permanent posting for training or experience purposes, the employee's permanent status shall not change. The Employer, at their discretion, may waive all or part of the qualification requirement for this non-permanent posting. Upon completion of the non-permanent

position, the employee shall be returned to his/her former position without loss of pay, hours of work, seniority and benefits.

- b) If there are no qualified applicants for a permanent vacancy the Employer, in consultation with the Union, may repost the vacancy internally for training or experience purposes for all employees; waiving some of the job qualifications. The successful employee must meet the job qualifications within their trial period. If the employee is unable to meet the job qualifications within the trial period the time frame may be extended up to one (1) year with the extension supported by the department, the employee and the Union.

09.04

#### **Apprenticeship Training Opportunities**

Both the Employer and the Union recognize the value of a highly skilled workforce and as such, the parties have therefore agreed to foster the enhancement of skill development of employees through the promotion and implementation of an Apprenticeship Training Program. [2014]

The Employer agrees to seek interested internal employees who meet the necessary training pre-requisites and are minimally qualified as established by the Employer for the apprenticeship opportunity prior to hiring outside apprentices. [2014]

Each employee who enters the Apprenticeship Program will complete the Training Program in its entirety and in accordance with the Apprenticeship Act of the Province of Alberta and will remain in the employ of the RMWB for a minimum period of five (5) years following completion of the Program. Failure to fulfill either or both of these conditions will result in a requirement for the employee to repay to the RMWB the full tuition costs of the Program paid on behalf of the employee. In the event that an employee partially completes the Program, or fails to remain in the employ of the RMWB for a full five (5) years subsequent to completing the program, the amount of tuition to be repaid shall be pro-rated accordingly. This requirement for repayment of tuition or years of service will be waived should the employee find it necessary to withdraw from the Program for medical reasons. An apprentice must complete the program within six (6) calendar years. [2014]

An apprenticeship rate shall be established using the applicable graduated scale:

**Four (4) Year Trade Apprenticeship Program [2014]**

Commencement	70% of Journeyman Rate
After successful first calendar year	75% of Journeyman Rate
After successful second calendar year	80% of Journeyman Rate
After successful third calendar year	90% of Journeyman Rate
After successful completion & Apprenticeship Board exam(s)	Journeyman Trade Rate

**Three (3) Year Trade Apprenticeship Program [2014]**

Commencement	70% of Journeyman Rate
After successful first calendar year	80% of Journeyman Rate
After successful second calendar year	90% of Journeyman Rate
After successful completion & Apprenticeship Board exam(s)	Journeyman Trade Rate

The Parties further agree to the following:

- a) Apprenticeship guidelines will be in conjunction with the Department of Education Apprenticeship Training Division Alberta. **[2014]**
- b) The cost of sixty percent (60%) of tuition fees will be paid for by the RMWB while all other costs will be the responsibility of the apprentice. Upon successful completion of the program, the RWMB will reimburse the apprentice for the remaining forty percent (40%) of tuition costs. **[2014]**
- c) Completion of an Apprenticeship Program will not automatically result in an appointment to Journeyman status. A vacancy must exist and normal posting and competition processes will apply. Employees who have completed an

Apprenticeship Program will be compensated at the applicable Journeyman rate for the five (5) year commitment period while no vacancy exists. **[2014]**

- d) The RMWB will provide an out-of-town allowance and an out-of-town mileage travel allowance in accordance with the RMWB travel policy for a round trip to the education institution. **[2014]**
- e) Apprentices must apply for Employment Insurance when attending modular training. RMWB will pay the difference between any government training benefit and/or Employment Insurance benefit and the Apprentice's regular straight time rate to the extent permitted by legislation. **[2014]**
- f) The Program must be in accordance with the following:
  - i. The Program must be in accordance with Section 25 of the Employment Insurance Act. **[2014]**
  - ii. The plan will supplement EI benefits for periods of unemployment when participating in the training as prescribed by the terms of the Apprenticeship Program. **[2014]**
  - iii. Verification that the employees have applied for and are in receipt of EI benefits will be made before SUB (Supplementary Unemployment Benefits) payments are paid. **[2014]**
  - iv. The SUB is payable at 95% of the employee's normal weekly earnings while the employee is serving the two-week EI waiting period. **[2014]**
  - v. The plan provides that the gross amount of EI benefits from this employment plus the SUB payment will equal 95% of the employee's normal weekly earnings. **[2014]**

- vi. Service Canada - SUB Program will be informed in writing of any changes to the plan within 30 days of the effective date of the change. **[2014]**
- vii. The plan is financed by the Employer's general revenues. A separate record of all SUB payments will be kept by the Employer. **[2014]**
- viii. Payments of guaranteed annual remuneration, deferred remuneration, or severance pay will not be reduced or increased by payments received under the SUB plan. **[2014]**
- ix. Employees do not have the right to SUB payments except during the period of unemployment specified in the plan. **[2014]**

09.05 **Utility Technician Premium Program**

In an effort to cultivate and enhance a multi-skilled workforce in the Water Treatment, Wastewater Treatment, Wastewater Collection and Water Distribution (UGS) departments, the Parties do hereby agree to create a Wage Premium Program under the following guidelines. **[2014]**

**Environment Disciplines Covered:** Water and Wastewater treatment operators and Collection and Distribution operators (UGS). **[2014]**

**Wage Premiums:** means paid premiums for operators who hold a valid Environment Certificate, recognized by the RMWB, above level four in an Environment Discipline. **[2014]**

- a) Employees already trained in one of the noted departments and accomplished under an Environment Certificate, recognized by the RMWB, in a particular discipline to that of a certified Level IV in an environment discipline interested in becoming skilled in other areas of discipline other than the one they are licensed in, may make themselves available for work in other departments provided they achieve

- recognized certification in those areas of discipline. **[2014]**
- b) Additional wage premium of two (\$2.00) dollars per hour (to a maximum of \$24.00 per hour) in addition to their regular wages will be paid to employees for such additional achieved certificates. Calculation of premium shall be the total value of all additional licenses times \$2.00 per hour. **[2014]**
  - c) This premium shall be paid only for each attained and maintained certificate acquired and on regular hours only. **[2014]**
  - d) Employees will be responsible to maintain valid certificates and provide proof of such certificates as well as any changes, to the Employer. **[2014]**
  - e) Department Supervisors will be responsible for notifying payroll, human resources and CUPE when wage premiums are applied to operators wage and/or the wage premium is changed. **[2014]**
  - f) The Employer will maintain a database including employees name, department, certificate levels, renewal dates and training records. **[2014]**
  - g) Employees will not be arbitrarily be removed from the position they were originally hired and working in and be forced to work in another department, job, classification, role or responsibility without their consent and mutual agreement. However, the Employer can temporarily have them work in their disciplines to which they are receiving premium as needed. **[2014]**
  - h) The Employer will provide operators the opportunity to attain their highest level in their related discipline as well as provide the necessary opportunities for them to attain additional certificates. **[2014]**

09.06      **The Duty to Accommodate**

The parties shall refer to Appendix “H” Memorandum of Agreement with regard to the Duty to Accommodate. [2014]

**ARTICLE 10 - LAY OFFS AND RECALLS**

10.01      **Lay Off Defined**

A lay off shall be defined as a temporary severance of the work employment relationship, or a permanent reduction of the workforce.

10.02      **Role of Seniority in Lay Offs**

In the event of a layoff, employees shall be retained in the order of their Bargaining Unit wide seniority provided they have the required qualifications to fill the positions available.

10.03      **Advance Notice of Lay Off**

In the case of lay off, the Employer shall notify all permanent employees who are about to be laid off twenty (20) working days prior to the effective date of lay off. If the employee, in such case, has not had the opportunity to work twenty (20) full days after notice of lay off, he/she shall be paid in lieu of work for that part of twenty (20) days during which work was not made available.

10.04      **Lay Off Procedure**

A permanent employee subject to lay off will be placed using the following procedures in the order set out below:

- a) An employee will first be offered any available permanent vacancy for which the employee has the required qualifications. The employee will have a maximum of

five (5) working days to accept or reject such vacancy. If the employee accepts the vacancy and the hourly rate is lower in that vacant position, the employee's hourly rate will be maintained while he/she remains in that vacant position for a period of one (1) calendar year.

b) If there are no vacancies available for which the employee has the required qualifications, or if available, the employee does not accept the vacancy and the Employer transfers or demotes the employee pursuant to Clause 10.05, the employee's hourly rate of pay will be maintained so long as he/she remains in the position to which he/she was transferred or demoted. The employee will not receive any further negotiated wage increases until the hourly rate of pay of his/her new position equals or surpasses the hourly rate of pay of his/her previous position.

c) If there are no vacancies for which the employee has the required qualifications, or if available, the employee does not accept the vacancy and the Employer does not exercise its right under Clause 10.05, the employee may select a permanent position held by a less senior employee on the seniority list if they have the required qualifications. If the employee does not select this position he/she will be laid off.

**[2014]**

d) If the employee does not have the required qualifications for the permanent position held by less senior employee; then they will be entitled to select the position held by the next less senior employee on the seniority list if he/she has the required qualifications. This process will continue in order of seniority until the employee obtains a position for which they are qualified or it is determined there are no positions available for which he/she is qualified. If the employee does not select a position for which he/she is qualified, he/she shall be laid off.

e) If the employee is not placed through the above procedures, he/she shall be laid off pursuant to Article 10.03.

f) Permanent full-time employees and permanent part-time employees will be restricted to positions under (a), (b), (c), and (d) on their respective seniority lists.



- g) If an employee is placed through any of the above procedures, the posting provisions under Clause 09.01 will not apply.
- h) Temporary employees in the same work area and who spend the majority of their time performing the same work as the employee subject to lay off will be terminated before the permanent employee is laid off. **[2014]**
- i) The procedures set out above in (a) - (h) shall be completed within twenty (20) working days from the date of notice of lay off.
- j) If there is any conflict between this procedure and that set out in the recall procedures of Clause 10.07, it shall be determined on the basis of the most senior qualified employee in the Bargaining Unit.
- k) A Permanent employee who has been notified by the Employer, pursuant to Clause 10.03 of the Collective Agreement that he/she is to be laid off, may opt to accept severance pay as provided in Appendix "G" in lieu of exercising his/her rights under the provisions of Article 10.

- 10.05 The Employer maintains the right to transfer or demote an employee subject to lay off to another position where the employee has the required qualifications to fill the position, with due regard for the provisions of seniority as provided for in this Collective Agreement.
- 10.06 In order that the operations of the Union will not become disorganized when layoffs are made, members of the Local Executive Board and Chief Steward shall be the last persons laid off during their term of office.
- 10.07 The most senior employee laid off who have the required qualifications will be the first recalled to a permanent position, provided he/she has retained his/her accrued seniority.

- a) An employee who refuses to accept a position that is relatively equivalent to the position he/she held prior to lay off, or fails to report within ten (10) working days of the date the position was offered to him/her will be struck from the recall list and all obligations towards him/her shall end.
- b) An employee who is laid off is responsible for advising the Department of Human Resources, in writing, of any change of address or telephone number.
- c) Should the Employer be unable to contact a laid off employee by telephone within forty-eight (48) hours of the first attempt to contact him/her the next laid off employee will be contacted and offered the position. The first employee will be contacted by double registered mail. Should he/she fail to contact the Department of Human Resources within ten (10) working days of receipt of the letter, or should the employee's address no longer be valid, the employee will be struck from the recall list, and all obligations towards him/her shall end.

10.08

No permanent employees shall be hired until those laid off who have the required qualifications to fill the positions available have been given the opportunity of recall. A laid off permanent employee shall be eligible to be recalled to a permanent position for a period of eighteen (18) months.

Permanent employees on lay off shall be eligible for recall to non-permanent positions in accordance with the following:

- a) The employee has the required qualifications to fill the non-permanent position.
- b) Any employee in a non-permanent position shall not accrue seniority for such service.
- c) There shall be no adjustment to the eighteen (18) month recall period due to any non-permanent employment.
- d) If no permanent employment is available after eighteen (18) months of lay off from

the employee's permanent position, the employee shall be removed from the recall list. The employee, however, may continue to be offered non-permanent employment and may apply on job opportunities.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### **11.01 Names of Stewards**

The Union shall notify the Employer in writing of the name of each steward and the department(s) he/she represents, and the name of the chief steward, if applicable, before the Employer shall be required to recognize him/her. **[2014]**

### **11.02 Steward Representation**

An employee shall have the right to have a shop steward or other Union representative present at any time when management is meeting with him/her for the purpose of discipline or dismissal or investigation which may lead to discipline or dismissal, and management shall inform the employee of this right and give him/her time to arrange for the shop steward or Union representative to be present. **[2014]**

### **11.03 Definition of Grievance**

a) A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where it is alleged the Employer has acted unjustly, improperly or unreasonably in accordance with statutes and/or laws. **[2014]**

b) Grievances shall be either:

- i. **Individual Grievances** relating to or affecting a specific employee or employees individually or;
- ii. **Policy Grievance** relating to or affecting two (2) or more employees, or

grievances involving a question of general application or interpretation relating to this Agreement. **[2014]**

11.04 **Permission to Leave Work**

The Employer agrees that shop stewards or recognized Grievance Committee members shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this article. The Employer agrees that no Union representative shall be unreasonably denied permission to deal with grievance issues providing such request does not disrupt the work of the Employer. **[2014]**

11.05 **Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps I, II and III of this article may be bypassed. **[2014]**

11.06 **Proper Procedure**

The timing for submission of grievances by the employee(s) shall be within fourteen (14) days of the time the employee(s) became aware of the event giving rise to the grievance. **[2014]**

11.07 **Settling of Grievances**

In an effort to ensure that grievances are dealt with fairly and promptly, the following steps shall outline proper grievance procedure: **[2014]**

**Step I**

If the steward, Grievance Committee or designate considers the grievance to be justified, he/she will first seek to settle the dispute with the employee's supervisor within seven (7) days. **[2014]**

### **Step II**

Failing satisfactory settlement at Step I and within fourteen (14) days after the dispute was submitted under Step I, the Grievance Committee or designate will submit to the Business Unit Manager a written statement of the particulars of the grievance and the redress sought. The Business Unit Manager shall render his/her decision within fourteen (14) days after receipt of such notice. **[2014]**

### **Step III**

Failing settlement being reached in Step II and within fourteen (14) days, the Grievance Committee or designate will submit the written grievance to the Director or Designate of the business unit in which the grievance arose, who shall render his/her decision within fourteen (14) days after receipt of such notice. **[2014]**

### **Step IV**

Failing a satisfactory settlement being reached in Step III, the Union may refer the dispute to arbitration within thirty (30) days. **[2014]**

11.08

### **Replies in Writing**

The Employer's representative for each step of the grievance procedure shall be required to meet with the griever and a Union representative before rendering his/her decision in writing. **[2014]**

11.09

### **Failure to Act Within the Limits**

It is agreed that the presentation and processing of any grievance herein must be followed strictly according to the grievance procedure all stages thereof and within the applicable time limits set out. If either party fails to comply with the applicable stages and time limits set out above, the grievance shall proceed according to the required time limits to the next succeeding stage of the grievance procedure. **[2014]**

**Grievance Mediation**

A grievance may be submitted to voluntary grievance mediation through the Alberta Labour Relations Board or a mutually agreeable forum if both parties agree and jointly submit a request in writing for grievance mediation, prior to the expiration of time limits set out in Article 11.07 Step IV. The parties further agree that the following shall represent the terms of this Grievance Mediation process: **[2014]**

- a) The parties agree to waive, extend or suspend all time provisions contained in the Grievance Procedure in the Collective Agreement, with respect to the last step referring to Arbitration. **[2014]**
- b) Any discussions by the parties or recommendations of the Mediator shall be made without the prejudice to any further proceedings, and the parties agree that the Mediator is not a compellable witness in any Arbitration hearing. **[2014]**
- c) Any recommendations made by the Mediator shall not be binding on either party and either party shall retain the right to proceed to Arbitration failing a satisfactory resolution to the grievance through Mediation, within fourteen (14) calendar days after the Grievance Mediation process is concluded. **[2014]**
- d) The parties understand the Mediation meetings are not hearings and therefore are not formal. **[2014]**
- e) Any settlement of a grievance referred through this grievance mediation process is not precedent setting. **[2014]**
- f) The grievor will be advised by one or both of the parties of the date and place of this Grievance Mediation, and will be invited to attend. **[2014]**
- g) Each party shall pay one-half of the fees and expenses of the Mediator. **[2014]**

11.13      **Grievance on Lay-Offs, Recalls & Terminations**

Grievances concerning lay-offs, recalls and terminations shall be initiated at Step III of the grievance procedure. **[2014]**

11.14      The time limits fixed in both the grievance and arbitration procedure may be extended in writing by consent of the parties. **[2014]**

**ARTICLE 12 - ARBITRATION**

12.01      When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee as arbitrator. **[2014]**

12.02      If the parties cannot agree on an arbitrator within seven (7) days after receiving the request, the appointment shall be made by the Minister of Labour upon request of either party. **[2014]**

12.03 a)    In resolving disputes, an arbitrator shall have regard to the real substance of the matters in dispute and the respective merits of the positions of the parties and shall apply principles consistent with The Alberta Labour Relations Act and not be bound by a strict legal interpretation of the issue in dispute. **[2014]**

12.03 b)    The arbitrator shall have the power to receive and accept evidence and information on oath, affidavit, or otherwise as in its discretion it considers proper, whether or not the evidence is admissible in a court of law. **[2014]**

12.04      The decision of the Arbitrator shall be final, binding and enforceable on all parties and may not be changed. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this agreement. However, the Arbitrator shall have the power to modify penalties or dispose of a grievance by any arrangement which it deems just and

equitable. **[2014]**

- 12.05 Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to clarify the decision. **[2014]**
- 12.06 Each party shall pay one-half of the fees and expenses of the Arbitrator. **[2014]**
- 12.07 At any stage of the grievance or arbitration procedure, the parties shall have the assistance and cooperation of the Employer or employees involved and any necessary witnesses. All reasonable arrangements shall be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance. **[2014]**

### **ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE**

13.01 **Principle of Innocence**

Both parties agree that an employee is considered innocent until proven guilty. Therefore, when the Employer determines it could lead to discipline or initiates a disciplinary action against an employee which may result in the warning, suspension, or discharge of the employee, the following process shall be followed. **[2014]**

13.02 **Notice of Adverse Report**

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning the employee's work within 21 calendar days of the Employer being made aware of the event or the complaint, with a copy to the Union. This notice shall include information regarding the work performance which led to dissatisfaction. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer whether or not it relates to the employee's work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's personnel file. **[2014]**



13.03      **Right to Have Steward Present**

At no time shall the Employer meet with an employee without Union representation when the meeting with the employee is for the purpose of discipline or dismissal. The Employer shall inform the employee of this right to have a shop steward or Union representative present. **[2014]**

A steward or Union Officer shall have the right to consult with a CUPE staff representative and to have them present at any discussion with supervisory personnel which might be the basis of disciplinary action. **[2014]**

13.04      **Discipline**

The Employer shall have the right to discipline any employee for just cause. An employee who considers that they have been unfairly dealt with shall have the right to grieve. **[2014]**

13.05      **Personnel File**

- a) The Employer will make an employee aware, in writing, of anything placed in the employee's personnel file that may adversely affect the employee's standing with the Employer. **[2014]**
- b) In order to assist in the resolution of grievances, an employee, or their Chief Grievance Officer with the written authority and verbal confirmation of the employee, shall be entitled to review their personnel file when requested in writing with at least 72 hours' notice. An employee shall have the right to have copies of any material contained in their personnel file. **[2014]**
- c) The employee shall have the right to respond in writing to any document contained therein. Such replies shall become part of the employee's personnel file. **[2014]**
- d) The record of an employee shall not be used against him/her at any time after

eighteen (18) months following any disciplinary action. All letters or notices of discipline shall be removed from the employee's personnel file eighteen (18) months after the last proven offence had taken place. **[2014]**

## **ARTICLE 14 - HOURS OF WORK**

### **14.01      Regular Daily and Weekly Hours**

A regular work week for payroll and scheduling purposes shall commence with the first shift on Friday and terminate with the last shift on the following Thursday.

The regular work day shall be seven (7) or eight (8) consecutive hours, excepting meal breaks, between the hours of 7:00 am and 5:00 pm, Monday to Friday with Saturday and Sunday off.

#### **Inside Workers**

Employees working thirty-five (35) hours per week with a one (1) hour unpaid meal-break. The parties agree that employees may have the option of a thirty (30) minute unpaid meal-break when agreed to by the Employer. Inside employees are identified as per Appendix "A" – Inside Workers. **[2014]**

#### **Outside Workers**

Employees working Forty (40) hours per week with a one-half (½) hour paid meal break. Outside employees are identified as per Appendix "A" – Outside Workers. **[2014]**

14.02      When the regular hours of work per day is varied such that work is performed prior to 7:00 a.m. or after 5:00 p.m., the regular hours of work that fall outside of these hours shall be classified as shift hours and a shift premium shall be paid for those hours.

14.03      A shift shall be defined as when one-half (½) or more of the regular scheduled hours of

work per day fall outside of 7:00 a.m. to 5:00 p.m. On shift operations, employees shall be allowed a one-half ( $\frac{1}{2}$ ) hour paid meal break.

14.04

**Changes to Hours of Work**

- a) Any required changes to the hours of work per day, excepting changes to the starting time for duration of three (3) days or less, shall be done only after prior notification and consultation with the Union.
- b) Changes to regular days of work may only be done by mutual agreement between the Parties. **[2014]**
- c) Either Party may in writing, request a change to the regular days of work. This may only be done by mutual agreement between the Parties, and shall be in the form of a Memorandum of Agreement which will be drawn up to accommodate the employees involved at the time it is required. Both Parties will attempt to resolve any differences which may occur.
- d) When an employee's hours of work per day, or days of work are changed, his/her regular bi-weekly hours of work shall not be reduced.
- e) For the purpose of this Clause (14.04) and/or Appendix "F" any changes to the days and/or hours of work would normally require the use of Appendix B or Appendix C. **[2014]**

14.05

**Working Schedule**

The Employer shall set forth the work schedule of each department and shall post this schedule when it changes at the reporting location showing the hours and days of work of employees in an appropriate place at least two (2) weeks in advance. The Employer shall also send employees the work schedule via the employee's preferred email if they provide an email address. **[2014]**

- a) The Employer agrees to give the employee seven (7) calendar days' notice of shift

change except in case of emergencies beyond the control of the Employer that may affect the operations of the Employer. Such circumstances shall include forecasted or sudden storm, flood or the potential thereof, unexpected departure of a staff member and danger or potential danger to life and/or property. **[2014]**

b) If the Employer fails to give the required notice under Clause 14.06 (a) any employee required to work on such short notice shall be paid double (2x) his/her regular rate of pay on the first shift on such short notice. **[2014]**

14.06 **Paid Break Period**

All employees shall be permitted a fifteen (15) minute break period during the first and second halves of the work day or shift.

14.07 **Paid Clean Up**

Where the nature of the task being performed by the employee is such that it requires more than the usual hand washing to be able to eat a meal in reasonable sanitary conditions, an additional paid five (5) minute wash-up time shall be permitted.

14.08 **Reporting Pay**

If any employee who is scheduled to work a full shift reports for work and there is no work available, such employee shall be paid for half ( $\frac{1}{2}$ ) of the hours he/she would have been required to work.

14.09 **Shift Premiums**

All employees shall receive a shift premium of one dollar, fifty cents (\$1.50) per hour for all regular hours worked outside of 7:00 a.m. to 5:00 p.m. A shift premium of one dollar, fifty cents (\$1.50) per hour, will be paid for all weekend day shifts.

14.10 Nothing in this Agreement shall be considered a guarantee of work or of hours of work

per day or per week.

14.11 **Pay Days**

Employees shall be paid bi-weekly. On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions.

14.12 **Standby Service**

- a) Standby Service is when an employee is required to call out overtime as per Article 15.10 and/or 14.14 **[2014]**
- b) Employees on sick time or annual leave are deemed not available for Standby Service during the period of the absence until the next scheduled shift. If an employee is on other approved leave, they will notify their supervisor if they are available prior to the end of their scheduled shift. **[2014]**
- c) A designated employee who is on Standby shall be paid three dollars (\$3.00) per hour for every hour he/she is on Standby Service in addition to any monies he/she may be entitled to on call-out. If an employee is required to standby for less than eight (8) hours, he/she will receive eight (8) hours standby pay. **[2014]**

14.13 **On-call Shift Coverage**

Where a worksite or work function within a worksite is deemed essential, as agreed to by the Union and the Employer, the following process shall be used to schedule on-call shift coverage: **[2014]**

- a) Affected employees shall submit their availability for on-call shift coverage by an established date each calendar month. **[2014]**
- b) The supervisor will distribute on-call shift coverage assignments fairly and equitably based on availability for shift coverage submitted by qualified employees utilizing the

following formula: **[2014]**

Add the total number of available shifts submitted by all employees and divide by the total number of shifts to be covered for the scheduling period. Divide each employee's availability by this number to obtain the total number of shifts for which each employee should be scheduled. **[2014]**

- c) Where no availability is submitted for an on-call shift the supervisor may, at their discretion, schedule the junior qualified employee to cover the shift. **[2014]**

It is understood that all efforts will be made to fill vacant on-call shifts through a voluntary basis prior to scheduling the junior qualified employee as mentioned above. **[2014]**

- d) There will be no carry-over of shift entitlement by availability to the next scheduling cycle. **[2014]**
- e) For each assigned hour or part thereof, of authorized on-call duty, an employee shall be paid the sum of three dollars and fifty cents (\$3.50) per hour. If an employee is required to be on-call for less than eight (8) hours, he/she will receive eight (8) hours on-call pay. **[2014]**
- f) Employees on sick time or annual leave are deemed not available for on-call during the period of the absence until the next scheduled shift. **[2014]**

#### 14.14 **On-call Essential Services**

As per Article 14.13, the parties agree that the following areas within the RMWB shall be deemed essential services:

Water Treatment  
Waste Water Treatment  
Underground Services  
Facility Services **[2014]**

The parties agree that regardless of Union and Employer agreement on essential work in no way predetermines a Labour Board determination on the same. **[2014]**

## **ARTICLE 15 - OVERTIME**

### **15.01 Overtime Defined**

Overtime means previously authorized work performed in addition to a full-time employee's normally scheduled work day or work week.

#### **a) Part-time Employees**

- i. For the purpose of qualifying for overtime compensation, a part-time employee's work day or work week is required to be that of a full-time employee whose position is similarly classified.
- ii. When a part-time employee is "called out" to perform work outside the normal work day or work week of a full-time position which is similarly classified, they will receive overtime pay.

b) Such overtime shall be compensated for at the rate of two times (2x) the normal rate of pay for the work being done.

c) An employee, at the time of work, shall have the option to receive overtime pay or to bank time at one and one-half (1 ½) off for each hour worked in lieu of the overtime pay. An employee may accumulate up to a maximum of five (5) working days or ten (10) working days for permanent full-time employees with less than one year of service which may be taken consecutively, at a time mutually agreed upon by the employee and his/her supervisor. If such time cannot be mutually agreed upon, the employee shall be paid out in order of "First-banked will be paid out first at rate of pay banked". Overtime banks will be paid out on the last pay period of the year with

the exception of the equivalent hours of five (5) working days which can be carried into the next calendar year. **[2014]**

#### 15.02 **Call Out**

An employee who has completed his/her normal shift and left the work-site and who is called out to perform overtime work shall be paid a minimum of two (2) hours at the applicable overtime rate.

- a) This Clause will only come into effect once in any two (2) hour period. Under no circumstances will the Employer pay for the same hour twice.
- b) Employees are called out as per Article 15.10. Employees on sick time or, annual leave are deemed not available for call out during the period of the absence until the next scheduled shift. If an employee is on other approved leave, they will notify their supervisor if they are available prior to the end of their scheduled shift.
- c) Call outs that require the employee to report to the worksite will be paid upon arrival at the worksite (2 hour minimum as per Article 15.02).
- d) Call outs that do not require the employee to report to the worksite will be paid a minimum of one (1) hour at the applicable overtime rate.

#### 15.03 **Maximum Working Hours**

An employee's hours of work (regular overtime, call-out or hours worked as a result of a trade) shall:

- a) Total no more than sixteen (16) hours worked in a 24-hour period;
  - b) Allow for eight (8) consecutive hours off duty before returning to his/her regular shift.
- [2014]**



15.04      **No Lay Off to Compensate for Overtime**

If an employee works some or all of the period prior to a regular shift, and is directed by the Employer to obtain rest, he/she will not lose pay for those regular hours.

15.05      **Overtime Meal Breaks**

An employee called out to work overtime shall be eligible for one-half (½) hour meal break without loss of pay after four (4) consecutive hours of overtime work, provided that overtime work is to continue and at intervals of four (4) consecutive hours following the completion of the previous meal break, provided that overtime is to continue.

15.06      An employee required to work overtime in excess of two (2) consecutive hours immediately prior to the commencement of his/her regular hours of work shall be eligible for a meal break without loss of pay at a time mutually agreed between the employee and his/her immediate supervisor.

15.07      An employee required to work overtime, following the completion of his/her regular hours of work, which continues in excess of two (2) hours shall be eligible for one-half (½) hour meal break without loss of pay at a time mutually agreed between the employee and his/her immediate supervisor. In the event overtime continues, such an employee shall become eligible for further meal breaks without loss of pay at intervals of four (4) consecutive hours following the completion of the previous meal break, provided that overtime is to continue. Regardless of the time of the initial meal break, for the purpose of this Clause, it shall be deemed to have been taken after the completion of two (2) hours of such overtime work.

15.08      Suitable paid break periods will be provided for employees working overtime at the discretion of the supervisor. Such discretion shall be exercised in a reasonable manner giving due regard to the nature and progress of the work being done.

15.09      An employee shall be paid a fifteen (\$15.00) meal allowance for each meal break that he/she is entitled to under this Article. **[2014]**

15.10

**Division of Overtime**

The Parties agree that overtime opportunities, other than those which are an extension of the regular hours of work or overtime generated by emergencies beyond the control of the Employer, shall be offered to able and qualified employees who normally perform the work, according to a rotating list in order of seniority. The first person on the list shall have the first opportunity and whether he/she accepts, declines, or is unavailable shall be deemed to have had his/her opportunity. 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.

**"Emergencies beyond the control of the Employer"** shall include forecasted or sudden storm, flood or the potential thereof, unexpected departure of a staff member and danger or potential danger to life and/or property.

**ARTICLE 16 - HOLIDAYS**

16.01 The Employer recognizes the following as paid holidays:

New Year's Day  
Family Day (Third Monday in each February if a paid holiday under the Employment Standards Code)  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Heritage Day (First Monday in August)  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

Any other day proclaimed as a holiday by the Employer.

All permanent employees shall be entitled to two (2) personal floater days per year, no more than one (1) to be taken in the first thirteen (13) pay periods of the year, as

mutually agreed to between the employee and the supervisor. Permanent employees hired after June 30th will be entitled to one (1) personal floater for the year. **[2014]**

Personal floaters must be taken by the end of the last pay period of the year (pay period 26) and cannot be carried over. **[2014]**

16.02 Employees that work on a negotiated holiday may, at their discretion, receive their normal holiday pay or bank the negotiated holiday in their statutory holiday (stat) bank.

If a negotiated holiday falls within an approved annual leave period the holiday is recorded as a negotiated holiday (stat).

No more than five (5) banked stats shall be added to an employee's annual leave in any one (1) vacation year.

16.03 **Qualification for Payment on Holidays**

Employees qualify for holiday pay upon their date of hire. Where an employee is required to work a shift which ends on the negotiated holiday he/she shall, in addition to his/her holiday pay, be entitled to the applicable overtime pay for all hours worked on that shift.

16.04 In order for an employee to receive holiday pay he/she must have worked his/her last regularly scheduled shift prior to and immediately after the holiday unless his/her absence was due to accident or illness, which was subsequently verified by a doctor's certificate or alternatively unless the absence was duly authorized in writing by the Employer.

16.05 Holiday pay for employees shall be an amount equal to what they would have normally earned had they been required to work their normal hours on that day.

16.06 The Employer may designate a day for general observance of the negotiated holiday other than the actual day of the holiday so that the day of observance will be consecutive with a weekend.

## **ARTICLE 17 - VACATIONS**

- 17.01 a) Eligible permanent employees shall accrue vacation from their start date and are eligible to take vacation once it has been accrued. **[2014]**
- b) For clarity, an employee starts their employment with no vacation and begins to accrue vacation based on the chart below. After the employees fourth (4) anniversary, they will begin to accrue their fourth week of vacation; after the ninth anniversary of employment they begin to accrue their fifth week of vacation and on the fourteenth anniversary, they would begin to accrue their sixth week of vacation. **[2014]**

<b>Number of Anniversaries of Employment</b>	<b>Length of Vacation (with pay)</b>
After employment start date and completion of 1 year	3 weeks <b>[2014]</b>
2, 3 and 4	3 weeks <b>[2014]</b>
5, 6, 7, 8 and 9	4 weeks
10, 11, 12, 13 and 14	5 weeks
15 and over	6 weeks

- c) Employees shall not accrue annual leave when their wages are being paid directly from the insurance company or W.C.B. for absences of ten (10) or more working days.
- d) Permanent employees leaving the service of the Employer shall be paid the balance of their accrued annual leave.
- e) Non-permanent employees shall be paid vacation pay bi-weekly in accordance with Employment Standards.
- f) All permanent part-time employees shall be entitled to the prorated allotment of annual vacation.

17.02      **Calculation of Vacation Pay**

Vacation pay shall be at the normal rate of pay earned by the employee during that vacation period. Acting, premiums or substitute pay are to be disregarded. For clarity, this means, for example, that an employee working a ten hour shift uses ten hours of vacation leave for each day of vacation taken. [2014]

17.03      **Preference in Vacations**

An employee shall be granted a vacation period in accordance with Memorandum of Agreement, Appendix "E".

17.04      **Illness During Vacation Period**

If an employee is sick in excess of three (3) days whilst on his/her earned vacation, the days of illness shall not be considered as vacation but shall be considered as health recovery time if he produces a certificate signed by a qualified medical practitioner.

17.05      An employee who suffers the death of a member of his/her immediate family which is recognized in the Bereavement Leave Article during his/her vacation shall, at his/her discretion, be entitled to Bereavement Leave as per Clause 19.05, and such leave taken shall not be considered as vacation. [2014]

**ARTICLE 18 – HEALTH RECOVERY PROVISIONS**

18.01      **Health Recovery Defined**

Each permanent employee shall be entitled to apply for paid health recovery benefits in the amounts qualified in this article when, through illness, the employee is unable to perform work for the Employer. [2014]

a) Illness means physical or mental condition resulting in diminished functional

capabilities preventing the employee from carrying out the duties of his/her own position or modified duties provided by the Employer, or

- b) injury or accident for which payment is not received by the employee under The Workers' Compensation Act because WCB determines it is not a workplace injury and provided the employee has fully cooperated with WCB and the Employer in respect of any WCB claim. Health recovery benefits will not be approved for employees whose WCB claims are not approved due to their failure to cooperate with WCB or the Employer in respect of their WCB claims. **[2014]**

18.02 An employee, hired into a permanent position, having successfully completed their probationary period shall accrue one and one-half (1 ½ ) days per month with pay for health recovery. Any unused health recovery credits will accrue to a maximum of fifty-five (55) days, except that an employee, who, at January 1, 2014, has accrued more than fifty-five (55) days, shall have that accrual available for use as set out in this Article but no further accrual shall be allowed until the amount drops below fifty-five (55) days. Health recovery credits will be utilized at the employees' current rate of pay and does not include premiums or top ups for special appointments. **[2014]**

For the purpose of accruing health recovery benefits, a permanent part-time employee shall accrue health recovery benefits at 0.07 hours for every hour worked and any unused health recovery benefits will accrue to the benefit of the employee. **[2014]**

### **Proof of Illness**

- a) Employees must report their inability to work due to illness to their supervisor or the person designated to receive such reports before the start of their work or as soon as reasonably possible after work begins.
- b) An employee may be required by the supervisor to produce a certificate from a duly qualified medical practitioner for any illness of three (3) consecutive working days or less certifying that such employee is unable to carry out his/her duties due to illness.

Employees absent from work due to illness in excess of three (3) consecutive working days must produce a medical practitioner's certificate certifying their inability to work on the fourth (4th) 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.

- c) 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/her from reporting on time.

- d) Failure to comply with any of these requisites shall result in loss of pay for the days of absence. Continued malpractices in this regard will result in more serious discipline and may lead to termination of employment.

18.03 If an employee has resigned, retired or been discharged and after a lapse of time is re-employed, he/she is then deemed to be a new employee for the purposes of these regulations except as provided by Clause 18.04 or except where the employee was discharged by reason of the abolition of his/her position, in either of which case his/her health recovery bank after re-instatement shall be based upon his/her total years of employment in accordance with Clause 18.02. **[2014]**

18.04 Notwithstanding the provisions of Clause 18.02, any employee whose services are being continued after he/she has reached retirement age and who suffers any general illness that caused him/her to be absent from duty for more than thirty (30) consecutive days is entitled to leave with pay for the thirty (30) days of absence only and during the remainder of his/her absence, his/her pension, if any, shall be paid to him/her.

18.05

- a) If an employee is eligible to receive Workers' Compensation, they shall not be allowed leave with pay whilst such compensation is available to him/her. An

employee may arrange bridging; up to an amount not exceeding their bi-weekly net pay from their annual leave bank, to provide him/her with income while awaiting payments from the Workers' Compensation Board. The employee shall be required to assign the anticipated payment from Workers' Compensation Board to the Employer, if bridging is to be arranged.

Notwithstanding the generality of Clause 21.02, an employee who wishes to retain benefits coverage under Article 21 while on Workers' Compensation beyond an initial twelve (12) months on Workers' Compensation shall prepay to the Employer the full premium costs for such additional coverage.

- b) If an employee is not eligible to receive Workers' Compensation, the employee shall receive full pay from their health recovery accrual for five (5) working days and shall have one (1) full day deducted from their health recovery bank for each day he/she is unable to work. **[2014]**
- c) If the absence extends beyond seven (7) calendar days, the employee shall on or before the eighth (8th) calendar day of absence apply for short-term disability, including the completion of a Functional Abilities Report (FAR), with the Employer's assistance. Forms are available on the intranet, through Health Services or through the CUPE Local office. Allowance will be given for any extenuating circumstances, medically or otherwise, which prevents him/her from applying on this day. The Employer shall make reasonable efforts to provide the necessary forms to the employee in an expedient manner. Providing the employee has applied for short-term disability, the employee shall, effective the sixth (6th) day of work absence, receive: **[2014]**

The insured benefit from Short-term Disability (STD), less all required deductions, equal to the net pay he/she would normally receive generated by pay for his/her regular scheduled hours of work which may be topped up using his/her health recovery benefit accrual as defined in Article 18.02 until it has been depleted. **[2014]**

Should the Short-term disability carrier deny the employee after receiving and



- reviewing all of the medical information provided, including the appeal process, the employee must return to work. No further health recovery credits will be advanced after the carrier deems the employee medically fit to return to work. **[2014]**
- d) Once the employee has used up all their health recovery credits he/she may not be entitled to any Cost of Living Allowance (COLA) offered by the Employer. **[2014]**
  - e) The Employer will continue to provide benefits during Short-term Disability providing the employee pays their portion of the shared cost of benefits. **[2014]**
  - f) While the employee is on full net pay from Short-term Disability and health recovery accrual, he/she shall be considered on leave with pay and shall be entitled to all rights, benefits and accruals under this Agreement.
  - g) While receiving full net take home pay from Short-term disability and his/her health recovery accrual, the employee's accumulated health recovery bank shall decrease by one-third (1/3) of a full day's health recovery for each day's absence.
  - h) While the employee is receiving health recovery pay, Short-term disability benefits will be assigned to the Employer. After the employee has used his/her health recovery accrual, the Employer shall redirect the Short-term disability benefits to the employee.
  - i) If an illness is such that it requires an employee to be off work longer than one hundred and twenty (120) consecutive calendar days, the employee shall apply for Long Term Disability with the Employer's assistance.

18.06 An employee who, after a period of health recovery on part pay or without pay, returns to duty on a Monday or Tuesday following a negotiated holiday, shall revert to full pay effective the preceding Sunday.

18.07 **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 five (5) days 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. [2014]

18.08 **Health Recovery Accrual during Lay-Off**

When an employee is laid off on account of lack of work, he/she shall not accrue health recovery credits for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of lay off for such period of time that he/she retains his/her seniority.

18.09 An employee returning from an illness or injury shall return to his/her former position or equivalent position, if he/she is able or to a vacant position which he/she is able to perform.

18.10 **Travel Time For out-of-town medical appointments**

An employee who, is required to attend a medical specialist appointment or a medical service which is unavailable in their community, may access his/her health recovery bank to travel out-of-town to his/her appointment. One (1) travel day per occurrence may be taken to a maximum of two (2) days per calendar year.

The employee must give the Employer reasonable notice and provide proof of attendance. The reporting requirements of Article 18.02 a, b, c, d, shall apply.

## **ARTICLE 19 - LEAVE OF ABSENCE**

- 19.01 An employee shall use a leave of absence only for the purpose for which it was granted.
- 19.02 An employee on a leave of absence without pay which is in excess of five (5) consecutively scheduled work days or shifts shall retain all annual vacation and health recovery accruals to their credit. Any further accruals and Employer contributions to the benefit plans shall cease for the total period of the leave. **[2014]**
- 19.03 The Employer shall grant leave of absence with pay to the employees representing the Union in accordance with the provisions:
- a) In the event that an employee is elected or appointed to the Negotiating Committee for the Union, he shall be granted leave at his/her regular rate of pay for the purpose of attending Joint Collective Bargaining, Conciliation, or Mediation Meetings with the Employer in the establishment of a new Collective Agreement. It is understood that no more than four (4) employees from the Union will be granted leave with pay for the purpose of attending such meetings on behalf of the Union and that the applicable supervisors will be advised in writing of the names of the elected or appointed employees at least thirty (30) calendar days prior to the termination date of the Collective Agreement. In the context of the above part days are considered as full days.
  - b) The Employer will allow employees serving as shop stewards or officers of the Union sufficient time during their regular working hours to carry out Union business including the right to interview employees during normal working hours, provided sufficient time is given in which to grant such request without disrupting the Employers operations. The Employer will continue to pay the appropriate wages and benefits to the employee during their leave for Union business for up to one steward. The employee who is grieving shall be granted leave with pay to attend such meeting. **[2014]**
- 19.04 An employee elected as a delegate to Union conventions, seminars, or training sessions shall be granted leave of absence and he/she shall continue to receive his/her

regular pay and benefits. The Union shall reimburse the Employer for all such pay and benefits when billed by the Employer. Leave of absence for these events shall be requested at least ten (10) working days in advance to the employee's exempt supervisor. Unusual circumstances (less than ten (10) working days) shall be given consideration. If more than one (1) person, from the same classification or area, is elected to attend a Union convention, seminar, or training session, where their absence may result in an area being unable to provide service, the Union will obtain approval from the exempt supervisor in the affected area. Such leave shall not be unduly withheld.

19.05 **Bereavement Leave**

A permanent or probationary employee may use up to four (4) regularly scheduled consecutive work days leave without loss of pay for the purpose of bereavement in the death of a parent, step parent, current spouse, brother, sister, step siblings, child, foster or stepchildren, niece, nephew, aunt, uncle, guardian, legal ward, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, grandparent of current spouse or common-law partner. Consideration will be given to providing reasonable traveling time for travel outside the province to a maximum of two (2) days with pay. **[2014]**

19.06 At the discretion of the Employer, leave with pay may be granted up to a maximum of five (5) work days per occurrence, to a permanent or probationary employee in the event of critical illness of the employee's immediate family member. Leave for critical illness is considered special leave.

The Employer may decide that the leave is more appropriate under the provisions of Clause 18.07. Such leave will not be unduly withheld. Consideration will be given to providing reasonable traveling time for travel outside the Province.

19.07 **Pallbearer's Leave**

One (1) day's leave shall be granted to a permanent employee without loss of regular wages to attend a funeral as a pallbearer. Such leave cannot be combined with paid bereavement leave that the employee may be entitled to. [2014]

19.08 **Witnesses and Jury Duty**

An employee who has been subpoenaed to appear in Court as a witness or a juror on a working day, during his/her regular hours of work, shall be allowed the required time off without loss of pay at his/her regular rate of pay, provided that any wage replacement or conduct money, exclusive of traveling expenses, paid to the employee for such an appearance is given to the Employer. Employees are required to provide court supplied documentation in order to receive payment for the absence.

19.09 **Emergency Leave**

All employees shall be entitled to up to five (5) working days leave of absence with pay per calendar year to attend to family emergencies as defined below.

The following defines “**Emergency Leave**”:

An emergency is a sudden or unexpected urgent situation, demanding prompt action and no other family member is available. These are sudden and unexpected and the employee is the person responsible for taking prompt action. In each of these cases, the situation ceases to be an emergency as soon as alternate arrangements are in place. The employee is responsible to take action as soon as they are aware of the emergency, so they can return to work. [2014]

19.10 A male employee shall, at his discretion, be granted up to three (3) days leave of absence with pay to attend to the delivery of his child, or alternately to receive his spouse at home who has given birth. These days need not be consecutive.

19.11 Leave of absence with pay for other matters of mutual concern may be made at the

Employer's discretion.

- 19.12 Individual employees may apply in writing for leave of absence without pay. Such leave, when granted, shall be without loss of seniority. The written consent shall state the dates of which the leave of absence begins and ends.

Subject to thirty (30) calendar days' notice, where possible, and to the efficient operation of the Employer not being unduly restricted, the employee shall be granted the leave.

Should the employee wish to continue medical benefits on a leave of absence in excess of five (5) consecutive days without pay they will be responsible for the full costs associated to maintain coverage. No employee on an unpaid leave of absence shall be entitled to short or long term disability, life insurance or AD&D. **[2014]**

19.13 **Leave of Absence for Full Time Union or Public Duties**

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that the employee may be a candidate in a Federal or Provincial election. Employees may continue benefits through the Employer at the employee's cost. If elected the employee shall be granted leave of absence without loss of seniority for the term of the elected office.

In the event of an employee being elected to a full-time executive position to a National or Provincial Labour Organization to which the Local Union is affiliated to or chartered by, he/she shall be given leave of absence for a period of up to two (2) years and extended in the event of re-election.

- 19.14 Leave of absence without pay for full-time Union employment shall be granted under the following conditions:

a) In the event that an employee becomes a full-time official of the Local Union, he/she

shall be granted leave of absence for the purpose of carrying out the duties of his/her office. Such leave shall be deemed not to interrupt the employee's continuity of service. Upon notification of not less than one (1) month to the Employer, the employee will be reinstated in the position vacated, if available, or in another position mutually acceptable. Upon application the Employer shall agree to allow leave of absence for full-time duties with the C.U.P.E. National Organization for up to seven (7) months. Thirty (30) days' notice before commencement of such full-time duties and thirty (30) days' notice before return to work shall be provided. The Employer agrees to provide an equivalent paid position upon return of such a person.

- b) The Employer will continue all employee contributory benefits of the employee on leave, on full payment of all contributions by the Union.

19.15

**Maternity, Parental and Adoption Leave**

- a) Maternity leave shall be granted by the Employer to an eligible permanent female employee in accordance with the Maternity, Parental and Adoption Benefits provisions of the Employment Standards Code.
- b) Maternity, Parental and Adoption leave shall be governed by the conditions of Clause 19.02. An employee on such leave will not lose seniority.
- c) A birth mother may be granted, after the 52 weeks maternity/parental leave a further leave of absence of up to one (1) year if applied for under the provisions of Clause 19.12.
- d) When the employee is absent for more than 52 weeks on maternity/parental leave or 37 weeks on parental or adoption leave, and where the employee has failed to notify the Employer of a request for an extension of leave of absence prior to such leave being taken, the employee shall automatically be deemed to have terminated employment when their leave period expires.

**Supplementary Unemployment Benefit**

In addition to government-paid benefits, birth mothers are eligible for a Supplementary Unemployment Benefit (SUB) from the Employer. Therefore, for this twelve week period, the employee is eligible for a SUB top-up to their EI benefits so that their total income from both sources combined is 85% of their benefits earnings base. The employee's benefits earnings base is their base pay, and if applicable, adjusted for shift differential for base hours worked. It excludes overtime pay and COLA. **[2014]**

The SUB is paid as one lump-sum payment after all the required documentation is received by Human Resources. The SUB payment is made by direct deposit, less applicable deductions such as income tax and CPP, and less deductions of any outstanding premiums for benefit coverage or pension contributions owed to the date of the SUB payment, if applicable. **[2014]**

The employee must apply for EI benefits within six weeks of the child's date of birth to be eligible for the SUB. There is a two week waiting period for EI benefits. If the employee waives the waiting period the total amount of EI benefits plus the SUB will be less than the maximum possible amount they can receive. **[2014]**

**ARTICLE 20 - ACTING****20.01      Acting Opportunities**

Acting opportunities, based on operational needs, shall be offered to an able, qualified and willing employee within their established reporting structure as aligned with the most current organizational charts.

Acting opportunities for less than fourteen (14) days shall be offered to an able and qualified employee at work according to a rotating list in order of seniority. The Employer will maintain and post the list within the work area. The first employee on the list shall have the first opportunity and whether he/she accepts, declines, or is unavailable shall be deemed to have had his/her opportunity.



Acting opportunities, based on operational needs, shall be offered to an able, qualified and willing employee. Acting opportunities of 14 calendar days or longer will be awarded to the most senior qualified, able and willing employee for which the Employer has posted the qualifications in the department(s) the acting opportunity is open to and exists. [2014]

## **20.02      Acting Pay**

### **Rate of pay on Promotion or Reclassification**

An employee assigned, promoted or reclassified in accordance with this collective agreement to a higher paying position shall receive the rate of pay and benefits for that position for the time he/she performs the job. [2014]

### **Rate of pay on Transfer – Lower Rated Job**

Any employee covered by this agreement who is temporarily assigned to another position for which the rate of pay is lower than the rate for such employee's regular position, shall receive his/her regular rate of pay while so employed and not the rate of pay for the temporary assignment. [2014]

## **ARTICLE 21 – SCHEDULE OF BENEFITS**

21.01      Eligible employees will be enrolled in the Local Authorities Pension Plan in accordance with Article 7.04.

21.02      The Employer shall pay one-hundred percent (100%) of the following premiums for all permanent employees:

- a) Employee Family Assistance Program (EFAP)
- b) Dependent Life
- c) Dental

- d) Alberta Health Care
- e) Extended Health Care

The employee shall pay one-hundred percent (100%) of the following premiums:

- a) Long Term Disability
- b) Short Term Disability
- c) Life Insurance [2014]
- d) Accidental Death and Dismemberment [2014]
- e) Critical Illness [2014]

To facilitate effective management of the benefit plans described in the “Schedule of Benefits”, the Parties shall form a Joint Benefit Committee which shall review premiums, plan usage, renewal, administration and costs and may meet with the insurance carrier(s) from time to time to discuss the various components of the benefits described in the “Schedule of Benefits”. **[2014]**

Any changes to the benefits coverage shall be subject to negotiations between the Employer and the Union. **[2014]**

- 21.03      Extended Health Care and Alberta Health Care benefits will be extended to permanent employees with twenty-five (25) years or more of service, who retire directly from the Municipality. Benefits will be maintained up to age sixty-five (65), with a cost share between employee and Employer of fifty percent (50%) each.

## **ARTICLE 22 - JOB SECURITY**

- 22.01      Except as provided in (a) below, the parties agree that the routine work currently being done by the bargaining unit, including routine work which would result from the expansion of the Municipality, shall not be contracted out. Both parties agree that specialized work that requires equipment or skills that the Municipality does not possess or where the Municipality workforce is not available to handle a time-sensitive situation

shall be contracted out. **[2014]**

a) Such routine work may be contracted out if:

- i. The work can be done at a substantially lower cost; or
- ii. Significantly more effective **[2014]**

When requested by the Union, the Employer will provide information to demonstrate the above recognizing that the cost factor may not be the sole determinate for the decision to contract out. **[2014]**

There shall be no contracting out while any member of the bargaining unit is on Lay Off. **[2014]**

22.02 The Employer agrees to discuss and allow the Union an opportunity to present alternative business cases for consideration and evaluation regarding services that are contracted out by the Employer at least once per calendar year. **[2014]**

22.03 Technological change: no employee will be laid off or suffer a reduction in wages because of the introduction of new or modified equipment and/or as associated changes in methods of operation. **[2014]**

a) The Employer shall notify the Union six (6) months before the introduction of any technological change, which adversely affects the rights of employees or their wages or working conditions.

b) Technological change shall be introduced by the Employer only after the Union and the Employer have reached agreement regarding the measures to be taken by the Employer to protect the employees from any adverse effects. In the event of technological change, the following measures shall be taken:

c) An employee who is rendered redundant or displaced from his/her job as a result of technological change shall have:

- i. An opportunity to fill any vacancy for which he/she has seniority and which he/she is able to perform, and if there is no vacancy, shall have the right to displace employees with less seniority provided he/she is able to perform the job, or,
  - ii. An opportunity to receive severance pay based on one (1) month's pay for each year of continuous service with the organization.
- d) Where new or greater skills are required than are already possessed by the affected employees, such employees shall, at the expense of the Employer, be given a reasonable period of time, without reduction of hours of work or rates of pay, during which they may acquire the necessary skills required by such technological change.
- e) No additional employees shall be hired by the Employer until employees affected by technological change, or employees on lay off, have been notified of the proposed technological change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

## **ARTICLE 23 - CLOTHING AND EQUIPMENT**

- 23.01 a) Where required by the Employer, or safety regulations; special clothing and equipment will be supplied to employees and will remain the property of the Employer. In general, this Clause will apply to the provisions of protective clothing, CSA approved rubber boots, hard hats, work mitts or gloves, rain capes and equipment with the exception of mechanics tools. Employees will be provided with rubber boots as required by the Employer. **[2014]**
- b) Where the conditions of employment require the use of safety footwear, the Employer will subsidize the purchase of CSA approved safety footwear (excluding rubber boots) to a maximum of one hundred and fifty dollars (\$150.00). This Clause applies to those employees who have successfully completed their probationary period. Such employees will be entitled to summer and winter safety footwear in

their first year of employment. Replacement or re-issue shall be in accordance with Clause 23.02 (b). **[2014]**

23.02      **Uniforms**

- a) The Employer will supply uniforms, without charge, to those employees required by the Employer to wear such uniforms. The nature, colour and style of these uniforms and the requirements of each group of employees in respect thereto, shall be determined by the Employer. These uniforms shall not be worn other than on duty and shall remain the property of the Employer upon termination. The cost of uniforms not returned upon termination shall be deducted from the employee's final pay.
- b) All items to be replaced or re-issued must be returned. Frequency of re-issue will be on an as-required basis, at the supervisor's discretion.
- c) The Employer shall be responsible for the cleaning, as required, of coveralls and smocks for the Water Treatment, Waste Water Treatment, Underground Services, Maintenance, Fleet and Solid Waste Divisions.

**ARTICLE 24 - HEALTH AND SAFETY**

24.01      **Cooperation on Health and Safety**

- a) The Employer and the Union agree to cooperate in conducting Regional Municipal operations in a manner which will provide adequate protection of the health and safety of employees.
- b) The Union and the Employer shall cooperate in improving rules and practices which will provide adequate protection to employees engaged in hazardous work, including the establishment of the Health and Safety Committee.
- c) The Joint Health and Safety Committee shall hold monthly meetings to deal with all

unresolved, unsafe, hazardous and dangerous conditions. **[2014]**

24.02      **Health and Safety Committee Pay Provision**

Representatives of the Union shall suffer no loss of regular pay for attending such meetings. Copies of minutes of all committee meetings shall be sent to the Employer and the Union.

24.03      **Health and Safety Measures**

Employees working in an unsanitary or dangerous job shall be supplied with all the necessary tools, safety equipment and protective clothing and the necessary immunizations. The Employer will pay for the cost of the immunizations.

24.04      **No Disciplinary Action**

No employee shall be disciplined for refusal to work on a job or to operate any equipment which is not safe.

**ARTICLE 25 - GENERAL CONDITIONS**

25.01      **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.

25.02      **Tool Replacement**

The Employer shall supply all tools and equipment required by the employees, other than tools normally supplied by mechanics, in the performance of their duties. Replacement in all cases will be made by producing the worn, burned or broken tool.

## **ARTICLE 26 - NO STRIKE OR LOCKOUT**

- 26.01 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 lockout by the Employer.

## **ARTICLE 27 - PAY LEVELS**

- 27.01 Every employee shall be assigned a pay level at the time of hire based on the requirements, minimum qualifications and nature of work needed by the Employer. Each employee shall commence at the start rate (12 months) shown on Appendix "A" for the pay level assigned and will receive his/her permanent rate as per Appendix "A". An employee who is promoted after twelve months will receive the permanent rate of the classification of the work they are doing. All non-permanent positions including temps, casuals and name hires will be paid the start rate. If one of those classifications becomes permanent, they will be expected to remain in the start rate for twelve months before being advanced to the permanent rate.
- 27.02 The attached Pay Level Classification Schedule shall be updated by the Employer on a quarterly basis, and shall be presented to the Union and posted on all bulletin boards. The Pay Level Classification Schedule shall form part of this Agreement. However, this inclusion shall not interfere with the Employers rights to add, modify, re-rate or delete classifications in accordance with its business requirements or the mandate of the Joint Job Evaluation and Compensation Committee.
- 27.03 Should the Employer experience difficulty recruiting employees for any position due to the rates of pay required by the marketplace, the Employer shall pay rates outlined in Appendix "A".

The Union will be notified of positions paid at out of scheduled rates. 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 nine (9) 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 Appendix "A".

A copy of such notice shall be provided to the Union. An employee's wage anniversary date will not be changed.

27.04

**Job Descriptions – Joint Job Evaluation Committee**

- a) It is acknowledged that after the signing of this collective agreement, the Joint Evaluation Committee will carry out an evaluation of bargaining unit positions. Employees are entitled to receive a copy of the job description and other written information on which their position was most recently evaluated. **[2014]**
- b) An employee may apply for a re-evaluation if the position has been significantly changed since the last evaluation. The application for re-evaluation shall be made in writing, setting out the grounds for the re-evaluation. The employee's supervisor or manager will sign the application and may, if she/he wishes, attach her/his comments regarding information provided by the employee. **[2014]**
- c) If the Committee determines that the changes have been significant, the position will be re-evaluated. **[2014]**
- d) A reduction in pay level resulting from a re-evaluation shall not constitute a layoff or displacement. **[2014]**
- e) If an employee's pay level is increased as a result of a re-evaluation, she/he will receive the pay of new level as of the date of written application having been submitted to the Employer. If an employee's pay level is decreased as a result of a re-evaluation, she/he shall be red-circled at that rate and not receive further increases until such time as his/her rate catches up with the wage for her/his level. **[2014]**



- 27.05 When the Union and/or an employee feel that an employee is unfairly or incorrectly assigned to a pay level, the matter shall be presented to the Director of Human Resources, the affected employee's Department Head, the Local Union President and the affected employee's Shop Steward, for resolution.
- 27.06 Failing resolution, the matter shall be submitted to the Joint Job Evaluation and Compensation Committee for resolution within sixty (60) days. If at the end of this time period this matter is not resolved, it shall be submitted to Arbitration for resolution.

## **ARTICLE 28 - MEMORANDA OF AGREEMENT**

- 28.01 The existing two (2) Memoranda of Agreement between the Parties dealing in ten (10) and twelve (12) hour shifts shall form part of this Agreement and continue under the terms as specified therein.
- These memoranda shall be updated to correspond with the negotiated changes to this Agreement from the previous one.
- 28.02 All existing Memoranda of Agreement and Letters of Understanding are considered null and void unless attached to existing Collective Agreement.

## **ARTICLE 29 - TERMS OF AGREEMENT**

- 29.01 This Agreement shall be binding and remain in effect from January 1, 2014 to December 31, 2017 and shall continue from year to year thereafter unless either Party gives the other notice in writing, such notice shall state the change or changes requested.
- 29.02 Where notice to negotiate amendments for a new Agreement has been given, then this Agreement shall continue in force and effective during the period that the Parties bargain for a new Collective Agreement.
- 29.03 Notwithstanding anything in this Article, any portion of this Agreement may be opened

for negotiation between the Employer and the Union at any time provided that both Parties agree.

### **ARTICLE 30 - RETROACTIVITY**

- 30.01        There shall be no retroactive application on any of the provisions of this settlement and the resulting amendments to the Collective Agreement except as expressly provided for in this Article.
- 30.02        Retroactive pay shall be paid to all employees who are on the payroll on the day of ratification, except those employees whose wages are red circled or whose wages are otherwise frozen. Relief, Temporary, On-Call and Term employees on the payroll at the date of ratification shall receive retroactive pay. Retroactive pay will be for all regular hours worked since January 1, 2014, to the date of ratification.
- 30.03        Retroactive payment, if applicable shall be made as soon as practicable following the date of ratification of this Agreement and shall only be paid for the following:
- a) Actual hours worked.
  - b) Annual leave taken during the period specified above.
  - c) Paid holidays.
  - d) Any other approved leave with pay, except Short-term Disability, Long-term Disability, and Workers' Compensation.

**Benefit and Binding**

This agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.


In witness thereof the parties hereto have caused this agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals on the day and year first above-mentioned.

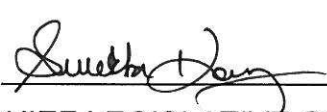
IN WITNESS WHEREOF the Regional Municipality of Wood Buffalo has here unto caused its corporate seal to be affixed under the hands of its duly authorized Officers and the Union has caused this instrument to be executed by its Proper Officers hereunto authorized, the day and year written below.

**SIGNED, SEALED AND DELIVERED ) REGIONAL MUNICIPALITY OF WOOD**

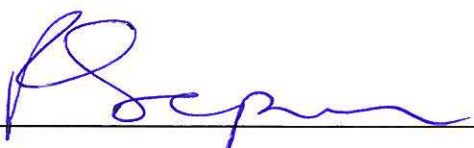
in the presence of: ) **BUFFALO**

)  
)  
) Per:   
) MAYOR

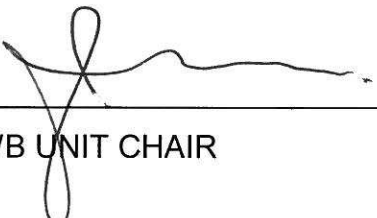
  
WITNESS

)  
) Per:   
) CHIEF LEGISLATIVE OFFICER

) **CANADIAN UNION OF PUBLIC**  
) **EMPLOYEES, LOCAL 1505**

)  
)  
) Per:   
) PRESIDENT

  
WITNESS

)  
) Per:   
) RMWB UNIT CHAIR

SIGNED THIS 7 DAY OF MAY, 2014

## APPENDIX “A”

### Schedule of Wages - January 1, 2013

Pay Level	Student	D (Start) Probationary, Temporary, Relief, On Call, Provisional	C (Permanent) After Probation	B (Permanent) After 1 Year	A (Permanent) After 2 Years
1	\$ 17.95	\$ 25.13	\$ 27.43	\$ 28.27	\$ 29.15
2	\$ 18.52	\$ 25.89	\$ 28.24	\$ 29.10	\$ 30.11
3	\$ 19.14	\$ 26.63	\$ 29.07	\$ 30.06	\$ 31.01
4	\$ 19.79	\$ 27.51	\$ 30.02	\$ 30.96	\$ 32.00
5	\$ 20.43	\$ 28.30	\$ 30.93	\$ 31.95	\$ 33.01
6	\$ 21.11	\$ 29.19	\$ 31.92	\$ 32.96	\$ 34.09
7	\$ 21.85	\$ 30.15	\$ 32.93	\$ 34.04	\$ 35.20
8	\$ 22.57	\$ 31.08	\$ 34.01	\$ 35.15	\$ 36.36
9	\$ 23.34	\$ 32.07	\$ 35.12	\$ 36.31	\$ 37.52
10	\$ 24.13	\$ 33.09	\$ 36.28	\$ 37.47	\$ 38.74
11	\$ 24.94	\$ 34.18	\$ 37.44	\$ 38.69	\$ 40.03
12	\$ 25.80	\$ 35.27	\$ 38.66	\$ 39.98	\$ 41.42
13	\$ 26.69	\$ 36.42	\$ 39.95	\$ 41.37	\$ 42.78
14	\$ 27.65	\$ 37.64	\$ 41.34	\$ 42.72	\$ 44.23
15	\$ 28.62	\$ 38.89	\$ 42.69	\$ 44.18	\$ 45.73
16	\$ 29.63	\$ 40.20	\$ 44.15	\$ 45.67	\$ 47.30
17	\$ 30.66	\$ 41.54	\$ 45.64	\$ 47.25	\$ 48.93
18	\$ 31.73	\$ 42.95	\$ 47.21	\$ 48.88	\$ 50.60
19	\$ 32.91	\$ 44.43	\$ 48.85	\$ 50.55	\$ 52.38
20	\$ 34.07	\$ 45.94	\$ 50.52	\$ 52.33	\$ 54.24
21	\$ 35.31	\$ 47.58	\$ 52.29	\$ 54.19	\$ 56.15

## APPENDIX "A"

### Schedule of Wages – January 1, 2014 (3%)

PAY LEVEL	START RATE	FORMER "C" RATE	FORMER "B" RATE	PERMANENT RATE
	First 12 Months			After 12 Months
PL 1 (Formerly PL 5)	\$ 29.15	\$ 31.86	\$ 32.91	\$ 34.00
PL 2 (Formerly PL 6)	\$ 30.07	\$ 32.88	\$ 33.95	\$ 35.11
PL 3 (Formerly PL 7)	\$ 31.05	\$ 33.92	\$ 35.06	\$ 36.25
PL 4 (Formerly PL 8)	\$ 32.02	\$ 35.03	\$ 36.20	\$ 37.45
PL 5 (Formerly PL 9)	\$ 33.04	\$ 36.17	\$ 37.40	\$ 38.65
PL 6 (Formerly PL 10)	\$ 34.08	\$ 37.37	\$ 38.60	\$ 39.90
PL 7 (Formerly PL 11)	\$ 35.21	\$ 38.56	\$ 39.85	\$ 41.23
PL 8 (Formerly PL 12)	\$ 36.33	\$ 39.82	\$ 41.18	\$ 42.66
PL 9 (Formerly PL 13)	\$ 37.52	\$ 41.15	\$ 42.61	\$ 44.06
PL 10 (Formerly PL 14)	\$ 38.77	\$ 42.58	\$ 44.01	\$ 45.56
PL 11 (Formerly PL 15)	\$ 40.06	\$ 43.97	\$ 45.50	\$ 47.10
PL 12 (Formerly PL 16)	\$ 41.41	\$ 45.47	\$ 47.04	\$ 48.72
PL 13 (Formerly PL 17)	\$ 42.78	\$ 47.01	\$ 48.66	\$ 50.40
PL 14 (Formerly PL 18)	\$ 44.23	\$ 48.63	\$ 50.35	\$ 52.12
PL 15 (Formerly PL 19)	\$ 45.76	\$ 50.32	\$ 52.07	\$ 53.95
PL 16 (Formerly PL 20)	\$ 47.32	\$ 52.03	\$ 53.90	\$ 55.87
PL 17 (Formerly PL 21)	\$ 49.00	\$ 53.86	\$ 55.81	\$ 57.83
PL 18	\$ 50.77	\$ 55.80	\$ 57.82	\$ 59.91
PL 19	\$ 52.59	\$ 57.81	\$ 59.90	\$ 62.07

For implementation to the two step schedule of wages, employees who on January 1, 2014 are not at the top rate will advance to the permanent job rate at their next anniversary of employment from January 1, 2014.

Employees acting during implementation of the new scale of wages will maintain the current grid rate until their anniversary of employment or the end of their acting opportunity whichever comes first at which point they will return to their regular grid rate until their anniversary date or job rate.

All non-permanent positions including temps, casuals and name hires will be paid the start rate. If one of those classifications becomes permanent, they will still be expected to remain in the start rate for twelve months before being advanced to the top permanent rate.

Students receive 70% of Start Rate and Co-op Students receive 80% of Start Rate.

## APPENDIX "A"

### Schedule of Wages – January 1, 2015 to 2017 (3%)

PAY LEVEL	2015		2016		2017	
	START	PERMANENT	START	PERMANENT	START	PERMANENT
	First 12	After 12	First 12	After 12	First 12	After 12
PL 1	\$ 30.02	\$ 35.02	\$ 30.92	\$ 36.07	\$ 31.85	\$ 37.15
PL 2	\$ 30.97	\$ 36.17	\$ 31.90	\$ 37.25	\$ 32.85	\$ 38.37
PL 3	\$ 31.98	\$ 37.34	\$ 32.94	\$ 38.46	\$ 33.93	\$ 39.62
PL 4	\$ 32.98	\$ 38.58	\$ 33.97	\$ 39.73	\$ 34.99	\$ 40.92
PL 5	\$ 34.03	\$ 39.81	\$ 35.05	\$ 41.00	\$ 36.10	\$ 42.23
PL 6	\$ 35.10	\$ 41.10	\$ 36.15	\$ 42.33	\$ 37.24	\$ 43.60
PL 7	\$ 36.27	\$ 42.47	\$ 37.35	\$ 43.74	\$ 38.48	\$ 45.06
PL 8	\$ 37.42	\$ 43.94	\$ 38.54	\$ 45.26	\$ 39.70	\$ 46.62
PL 9	\$ 38.64	\$ 45.38	\$ 39.80	\$ 46.74	\$ 40.99	\$ 48.15
PL 10	\$ 39.93	\$ 46.92	\$ 41.13	\$ 48.33	\$ 42.36	\$ 49.78
PL 11	\$ 41.26	\$ 48.51	\$ 42.49	\$ 49.97	\$ 43.77	\$ 51.46
PL 12	\$ 42.65	\$ 50.18	\$ 43.93	\$ 51.68	\$ 45.25	\$ 53.23
PL 13	\$ 44.07	\$ 51.91	\$ 45.39	\$ 53.47	\$ 46.75	\$ 55.07
PL 14	\$ 45.56	\$ 53.68	\$ 46.93	\$ 55.29	\$ 48.34	\$ 56.95
PL 15	\$ 47.14	\$ 55.57	\$ 48.55	\$ 57.23	\$ 50.01	\$ 58.95
PL 16	\$ 48.74	\$ 57.54	\$ 50.20	\$ 59.27	\$ 51.70	\$ 61.05
PL 17	\$ 50.47	\$ 59.56	\$ 51.99	\$ 61.35	\$ 53.55	\$ 63.19
PL 18	\$ 52.29	\$ 61.71	\$ 53.86	\$ 63.56	\$ 55.47	\$ 65.47
PL 19	\$ 54.17	\$ 63.93	\$ 55.80	\$ 65.85	\$ 57.47	\$ 67.82

All non-permanent positions including temps, casuals and name hires will be paid the start rate. If one of those classifications becomes permanent, they will still be expected to remain in the start rate for twelve months before being advanced to the top permanent rate.

Students receive 70% of Start Rate and Co-op Students receive 80% of Start Rate.

**Regional Municipality of Wood Buffalo**  
**CUPE Pay Level Classification Schedule**  
**As of May 7, 2014**

**Pay Level 19**

**Pay Level 18**

**Pay Level 17**

50006443	PLANNER III (IW)
50007161	FOREMAN, MAINTENANCE (OW)
50007161	MAINTENANCE FOREMAN – ENVIRONMENT (OW)
50007176	FOREMAN, ELECTRICAL INSTRUMENTATION (OW)
50007897	ASSET MANAGEMENT COORDINATOR (IW)
50007898	SENIOR ENGINEERING TECHNOLOGIST (OW)
50007940	FOREMAN, HEAVY DUTY AUTOMOTIVE (OW)
50007956	SENIOR FINANCIAL ANALYST (IW)
50007957	TANGIBLE CAPITAL ASSETS SPECIALIST (IW)
50008003	LANDSCAPE ARCHITECT (OW)
50008013	DATABASE ANALYST (IW)
50008018	NETWORK ANALYST II (IW)
50008021	SYSTEMS ANALYST III (IW)

**Pay Level 16**

1468	FOREMAN, WATER TRMT PLANT (OW)
1487	PLANNER, WASTEWATER MAINTENANCE (OW)
2113	HEAVY DUTY SERVICE TECH (FLEET) (OW)
2195	BUILDING MAINTENANCE PLANNER (OW)

2310	OPERATIONS PLANNER – FORT CHIPEWYAN (OW)
50005518	COMMUNICATION ADVISOR – SAP (IW)
50005961	PLANNER, OPERATIONS (OW)
50006100	BUSINESS ANALYST III (IW)
50006510	OPERATIONS LEAD (FT CHIP) (OW)
50007912	FOREMAN, WASTEWATER (OW)
50007979	BUYER III (IW)
50007996	CONDO MAINTENANCE ADMINISTRATOR (OW)
50007997	PLANNER, FACILITIES MAINT (OW)
50008023	FOREMAN, WATER DISTRIBUTION & COLLECTION (UGS) (OW)
50008268	PROJECT MANAGEMENT ASSOCIATE (OW)

### Pay Level 15

1463	FOREMAN RURAL OPER WTP (OW)
2197	RCMP TECH SUPPORT COORDINATOR (IW)
2327	SERVER ANALYST (IW)
30008017	NETWORK ANALYST I (IW)
50005822	HD MECHANIC/EQUIPMENT OPERATOR (OW)
50005962	WELDER (OW)
50005978	AUTOMATION CONTROL TECHNOLOGIST (OW)
50006099	TRAFFIC SIGNAL TECHNICIAN (OW)
50006176	HEAVY DUTY MECHANIC (OW)
50006205	LIGHT DUTY MECHANIC (OW)
50006236	TREASURY ANALYST (IW)
50006357	ACCOUNTANT (IW)
50006527	FINANCIAL ANALYST (IW)
50006677	PROGRAM COORDINATOR (ENGINEERING) (OW)
50006937	ELECTRICIAN (OW)
50007102	PLANNER II (IW)
50007417	TEAM LEADER (OW)
50007863	COMMUNITY PEACE OFFICER I – TEAM LEAD (OW)
50007891	FACILITY LIAISON (IW)



50007895	ENGINEERING TECHNICIAN (OW)
50007944	PLANNER UTILITY OPERATIONS (OW)
50007959	FINANCE OFFICER (IW)
50007972	BUSINESS PROCESS ANALYST (IW)
50007973	LAND MANAGEMENT SPECIALIST (IW)
50007981	ASSESSOR II (IW)
50008012	ADVISOR, PUBLICATIONS (IW)
50008019	PROJECT COORDINATOR, (IT) (IW)
50008269	CARPENTER (OW)
50008270	MILLWRIGHT (OW)
50008271	PLUMBER/GASFITTER (OW)
50008273	HVAC MECHANIC (OW)
50008592	SENIOR LEASE SPECIALIST (IW)
50008643	INSTRUMENTATION TECHNICIAN (OW)

#### Pay Level 14

1483	TRAINING OFFICER (IW)
2136	SENIOR HELPDESK ANALYST (IW)
50006816	PLANNER I (IW)
50007267	ADVISOR, SOCIAL MEDIA (IW)
50007347	FOREMAN, METERING (OW)
50007906	MAINTENANCE PLANNER/SCHEDULER (FLEET) (OW)
50007949	SPACE PLANNER (IW)
50007971	GIS ANALYST (IW)
50007994	UTILITY TREATMENT TECH (OW)
50008010	ADVISOR, DESIGN & MULTIMEDIA (IW)
50008011	ONLINE COMMUNICATION ADVISOR (IW)
50008020	SENIOR PC TECHNICIAN (IW)
50008103	COORDINATOR II (COMMUNITY STRATEGIES) (IW)
50008133	BUSINESS PROCESS TRAINER (IW)
50008476	DATA MAINTENANCE COORDINATOR (IW)

**Pay Level 13**

2196	RCMP – USER SUPPORT TECHNICIAN (IW)
50005583	FOREMAN URBAN COLLECTION (OW)
50005746	FOREMAN URBAN DISPOSAL (OW)
50006366	SCHEDULER, UGS (OW)
50006531	ASSESSOR I (IW)
50006668	SCHEDULER, WT OPERATIONS & MAINTENANCE (OW)
50006837	BUSINESS COORDINATOR (IW)
50007335	JOURNEYMAN, PARTS TECHNICIAN (OW)
50007915	PLANNER, METERING (OW)
50007851	FOREMAN, WASTE DIVERSION (OW)
50007855	REPORT WRITER (IW)
50007950	WORKPLACE DESIGN COORDINATOR (IW)
50007974	LEASE COORDINATOR (IW)
50007978	BUYER II (IW)
50008106	PROPERTY & EXHIBIT TECHNICIAN (IW)
50008594	BUSINESS ANALYST II (IW)

**Pay Level 12**

2241	ENVIRONMENTAL TECHNICIAN ROADS (OW)
2264	ENVIRONMENTAL COMPLIANCE OFFICER (OW)
30008014	HELPDESK ANALYST I (IW)
3100	GIS/CAD TECHNICIAN (ENGINEERING) (OW)
50002962	PC TECHNICIAN (IW)
50006387	SENIOR LANDFILL OPERATOR (OW)
50006840	COMMERCIAL VEHICLE ENFORCEMENT OFFICER (OW)
50006884	RESEARCH ANALYST (IW)
50007867	PUBLIC EDUCATION OFFICER BYLAW (IW)
50007868	COMMUNITY POLICING COORDINATOR (IW)
50007875	INFORMATION READER (IW)

50007886 COMMUNITY GUIDE COORDINATOR (IW)  
 50007894 DRAFTSPERSON – ALL DEPARMENTS (IW)  
 50007896 GIS TECHNOLOGIST (IW)  
 50007908 TACTICAL ANALYST (IW)  
 50007945 UTILITY OPERATOR WASTEWATER COLLECTION (OW)  
 50007946 UTILITY OPERATOR WATER DISTRIBUTION (OW)  
 50008102 COORDINATOR I (COMMUNITY STRATEGIES) (IW)  
 50008213 ARBORIST II (OW)

#### **Pay Level 11**

50005517 PLANS EXAMINER (IW)  
 50006509 BUSINESS PROGRAM LEAD (FT CHIP) (IW)  
 50006585 PARKS TECHNICIAN (OW)  
 50007166 BUSINESS ANALYST I (IW)  
 50007183 SYSTEMS ANALYST I (IW)  
 50007681 LAB TECHNICIAN (OW)  
 50007862 COMMUNITY PEACE OFFICER I (OW)  
 50007938 INSURANCE ADVISOR (IW)  
 50007916 SCHEDULER, METERING (OW)  
 50007948 ACCOMMODATION COORDINATOR (IW)  
 50008404 MEASUREMENT & REPORTING ANALYST (IW)

#### **Pay Level 10**

50006072 CONTRACT ADMINISTRATOR (IW)  
 50006568 ACCOUNTS PAYABLE ANALYST (IW)  
 50006597 ROADS MAINTENANCE TECHNICIAN II (OW)  
 50007151 EQUIPMENT OPERATOR II- UTILITIES (OW)  
 50007656 ANIMAL HEALTH TECHNOLOGIST (IW)  
 50007892 URBAN FACILITIES TECHNICIAN (OW)  
 50007960 DEVELOPMENT ENFORCEMENT OFFICER (IW)  
 50007977 BUYER I (IW)

50007984 ASSESSMENT TECHNICIAN (IW)  
 50007986 TAXATION CLERK II (IW)  
 50007991 EQUIPMENT OPERATOR, WASTE WATER (OW)

**Pay Level 9**

2205 PLANNING TECHNICIAN (IW)  
 4005 PARKS DATA ASSET COORDINATOR (OW)  
 50007167 LAND INFORMATION TECHNICIAN (IW)  
 50007671 MOBILE COMMUNICATIONS COORDINATOR (IW)  
 50007873 RCMP FLEET TECHNICIAN (OW)  
 50007942 SERVICE WRITER (IW)  
 50007943 UTILITY OPERATIONS TECHNICIAN (OW)  
 50007945 UTILITY OPERATOR, UGS (OW)  
 50007965 PCARD ADMINISTRATOR (IW)  
 50008209 PLAYGROUND INSPECTOR (OW)  
 50008212 ARBORIST I

**Pay Level 8**

2283 COMMUNITY COORDINATOR- ARCHIE SIMPSON (IW)  
 50002943 EQUIPMENT OPERATOR I (OW)  
 50002968 TRANSIT SERVICE REPRESENTATIVE (OW)  
 50006063 OPERATOR, TOW (OW)  
 50005406 RURAL EQUIPMENT OPERATOR (OW)  
 50005832 LANDFILL OPERATOR – SOLID WASTE (OW)  
 50006052 RECYCLING OPERATOR (OW)  
 50006345 REFUSE COLLECTOR II (OW)  
 50007429 ROAD MAINTENENANCE TECHNICIAN I (OW)  
 50007729 WAREHOUSE TECHNICIAN (OW)  
 50007861 BY-LAW/TRAFFIC COURT CLERK (IW)  
 50007864 COMMUNITY PEACE OFFICER II (OW)  
 50007869 COURT DETAIL CLERK (IW)

50007870 CPIC CLERK (IW)  
 50007874 RCMP INFORMATION ASST (IW)  
 50007881 TRAINING COORDINATOR RCMP (IW)  
 50007888 FACILITY BOOKING COORDINATOR (IW)  
 50007962 COLLECTIONS COORDINATOR (IW)

### Pay Level 7

30002993 WATCH CLERK (OW)  
 30006404 POLICE CLERK (IN)  
 4156 CLERK TYPIST - DEVELOPMENT (IW)  
 4161 CLERK TYPIST - ENVIRONMENT (IW)  
 4198 COMMUNICATIONS ASSISTANT (IW)  
 50007884 DEVELOPMENT CLERK(IW)  
 4152 FINANCE ASSISTANT – FIRE DEPT (IW)  
 2100 FINANCE ASSISTANT - RCMP (IW)  
 50007961 FINANCE CLERK (IW)  
 4147 FIRE DEPARTMENT ASSISTANT (IW)  
 50006007 METER TECHNICIAN (OW)  
 50005960 ADMINISTRATIVE ASSISTANT (ALL DEPARTMENTS) (IW)  
 50006438 CLERK TYPIST – BYLAW (IW)  
 4012 CLERK TYPIST - PROJ MANAGEMENT (IW)  
 4174 CLERK TYPIST – RCMP (IW)  
 50006596 PARKS MAINTENANCE TECHNICIAN II (OW)  
 3128 RURAL UTILITY OPERATOR (OW)  
 4205 SENIOR RECORDS CLERK (IW)  
 50002933 SUBDIVISION CLERK (IW)  
 50006862 LICENSING CLERK (VEHICLE FOR HIRE) (IW)  
 50007939 ACCOUNTS PAYABLE CLERK (IW)  
 50007964 BILLING SERVICES CLERK(IW)  
 50007980 PROCUREMENT CLERK (IW)  
 50006288 REFUSE COLLECTOR 1 (OW)  
 50007983 ASSESSMENT CLERK (IW)

**Pay Level 6**

2279	CASHIER CLERK - SOLID WASTE (OW)
4010	CLERK TYPIST - FORT CHIPEWYAN (IW)
4000	CLERK TYPIST WATER TREATMENT (IW)
4004	CLERK TYPIST WASTEWATER TREATM (IW)
4003	SUPPORT CLERK, ROADS MAINTENANCE (IW)
4009	SUPPORT CLERK REGIONAL EMERGENCY (IW)
4243	SUPPORT CLERK-PROCUREMENT (IW)
4129	RECORDS CLERK (OW)
4134	FACILITIES SUPPORT CLERK (IW)
50007941	FLEET DATA ASSET COORDINATOR (IW)
4141	CLERK TYPIST-FIRE DEPARTMENT (IW)
4143	CLERK TYPIST - PARKS & REC (IW)
4007	CLERK TYPIST UTILITY OPERATION (IW)
4146	CLERK TYPIST/RECEP. COMM. DEV. (IW)
4105	CLERK TYPIST/RECEPT COMMUNIC (IW)
4166	CLERK TYPIST, SOLID WASTE (IW)
4203	CLERK TYPIST-CLIENT SERVICES (IW)
4256	RECEPTIONIST – FINANCE (IW)
50001677	PARKS MAINTENANCE TECHNICIAN I (OW)
50003469	DISPOSAL INSPECTOR (OW)
50006525	TAX AND LICENSING CLERK I (IW)
50006593	LANDFILL LABOURER (OW)
4014	PROJECTS SUPPORT CLERK (IW)
50007937	INSURANCE SERVICES CLERK (IW)
50007963	CASHIER CLERK (IW)
6116	LABOURER RECYCLING (OW)

**Pay Level 5**

2216	DATA ENTRY CLERK, SOLID WASTE (IW)
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50007881 STENOGRAPHER (IW)  
 2270 MAINTENANCE WORKER-ARCHIE SIMPSON (OW)  
 4206 RECEPTIONIST, PLANNING & DEVELOPMENT (IW)  
 2268 RECREATION PROGRAMMER (IW)  
 2271 ADMINISTRATIVE ASSISTANT - ARCHIE SIMPSON (IW)  
 3326 ENGINEERING RECEPTIONIST (IW)  
 4011 DATA ENTRY CLERK – FLEET (IW)  
 4016 SWITCHBOARD OPERATOR (IW)  
 3153 TRANSFER STATION LABOURER (OW)  
 4103 STORAGE/RECORDS CLERK PLANNING (IW)  
 4148 SWITCHBOARD OP. /MAIL CLERK (IW)  
 50006160 REFUSE COLLECTOR HELPER (OW)  
 50006385 DATA ENTRY CLERK, ENVIRONMENT (IW)  
 50007856 LABOURER – WT, WWT (OW)

#### **Pay Level 4**

2282 YOUTH WORKER - ARCHIE SIMPSON (OW)  
 50006160 ATTENDANT, RURAL RINK (OW)  
 50005911 MATERIAL PROCESSOR (OW)  
 6109 RURAL LABOURER (OW)

#### **Pay Level 3**

50002931 CUSTODIAN (OW)

#### **Pay Level 2**

#### **Pay Level 1**

**INSIDE WORKER – (IW)**

**OUTSIDE WORKER – (OW)**

**CUPE Market Schedule  
As of May 7, 2014**

**Out of Schedule**

50007981 ASSESSOR II (IW)  
50006443 PLANNER III (IW)

**Pay Level 17**

50007161 MAINTENANCE FOREMAN – ENVIRONMENT (OW)  
50007176 FOREMAN, ELECTRICAL INSTRUMENTATION (OW)  
50007940 FOREMAN, HEAVY DUTY AUTOMOTIVE (OW)

**Pay Level 16**

1468 FOREMAN, WATER TRMT PLANT (OW)  
50007912 FOREMAN WASTEWATER (OW)  
1487 PLANNER, WASTEWATER MAINTENANCE (OW)  
2113 HEAVY DUTY SERVICE TECH (FLEET) (OW)  
2195 BUILDING MAINTENANCE PLANNER (OW)  
50007997 PLANNER, FACILITIES MAINT (OW)  
50007996 CONDO MAINTENANCE ADMINISTRATOR (OW)  
50008023 FOREMAN, WATER DISTRIBUTION & COLLECTION (UGS) (OW)  
50008268 PROJECT MANAGEMENT ASSOCIATE (OW)

**Pay Level 15**

50006176 HEAVY DUTY MECHANIC (OW)  
50005962 WELDER (OW)  
50008269 CARPENTER (OW)



50008270 MILLWRIGHT (OW)  
50008273 HVAC MECHANIC (OW)  
50008271 PLUMBER/GASSFITTER (OW)  
50006937 ELECTRICIAN (OW)  
50006205 LIGHT DUTY MECHANIC (OW)  
50008643 INSTRUMENTATION TECHNICIAN (OW)  
50006099 TRAFFIC SIGNAL TECHNICIAN (OW)  
50005822 HEAVY DUTY MECHANIC/EQUIPMENT OPERATOR (OW)

#### **Pay Level 14**

50007994 UTILITY TREATMENT TECHNICIAN (OW)

#### **Pay Level 13**

50007335 PARTS TECHNICIAN (OW)

## **APPENDIX "B"**

### **MEMORANDUM OF AGREEMENT**

**between**

**Regional Municipality of Wood Buffalo**

(Hereinafter known as the "Employer")

**And**

**Canadian Union of Public Employees Local 1505**

(Hereinafter known as the "Union")

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### **TEN (10) HOUR SHIFTS**

The Parties hereto agree that when the Employer deems it necessary to implement a ten (10) hour work day for employees covered under the terms and conditions of the Collective Agreement, that such employees shall be notified pursuant to Clause 14.06 of the Collective Agreement and that the following Clauses shall replace or be added to the Collective Agreement where appropriate.

- a) For purposes of this Agreement, the normal hours of work for all employees shall be ten (10) hours per day with a thirty (30) minute paid meal break as set out in Clause 14.03. (14.01)
- b) For purposes of this Agreement, the hours of work shall be ten (10) hours per day, eighty (80) hours bi-weekly, which shall include three (3) fifteen (15) minute rest periods and one (1) thirty (30) minute meal break normally taken at midpoint of the shift. (14.01)
- c) For purposes of this Agreement, the Employer maintains the sole and exclusive right to adjust the schedule or length of rotation where it deems necessary. It is understood that such changes will be subject to the terms of the Memorandum of Agreement and done through prior consultation with the Union. (14.06)

d) For purposes of this Agreement, all employees shall be permitted three (3) fifteen (15) minute rest periods which shall be taken in accordance with departmental policies. (14.07)

e) For purposes of this Agreement, paid vacation shall be granted on the same seniority basis as shown in the Collective Agreement except that:

Three (3) weeks' vacation = twelve (12) ten (10) hour shifts = one hundred twenty (120) hours.

Four (4) weeks' vacation = sixteen (16) ten (10) hour shifts = one hundred sixty (160) hours.

Five (5) weeks' vacation = twenty (20) ten (10) hour shifts = two hundred (200) hours.

Six (6) weeks' vacation = twenty-four (24) ten (10) hour shifts = two hundred forty (240) hours. (17.01)

f) For the purposes of this Agreement, an employee having served thirty (30) calendar days service shall be allowed twelve (12) hours per month with pay for health recovery and any unused health recovery benefits will accrue to the benefits of the employee to a maximum of four-hundred-eighty (480) hours. (18.02)

g) For purposes of this Agreement, an employee who is absent due to illness or injury from a shift will be debited for ten (10) hours health recovery benefits. (18.02)

A permanent or probationary employee at his/her discretion shall be granted up to four (4) regularly scheduled consecutive work days leave without loss of pay for the purpose of bereavement in the death of a parent, step parent, current spouse, brother, sister, step siblings, child, foster or stepchildren, niece, nephew, aunt, uncle, guardian, legal ward, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, grandparent of current spouse or common-law partner. Consideration will be given to providing reasonable traveling time for

travel outside the province to a maximum of two (2) days with pay. (19.05)

For purposes of this Agreement, one (1) calendar day leave of absence without loss of pay shall be granted to a permanent employee without loss of regular salary wages to attend a funeral as a pallbearer. Such leave cannot be combined with paid bereavement leave that the employee may be entitled to. (19.07)

This Memorandum of Agreement shall remain in effect during the life of the Collective Agreement for employees working ten (10) hour shifts. For the purpose of implementing future ten (10) hour shifts, start and end dates shall be established by mutual consent.

It is understood by both Parties to this Agreement that the terms and conditions of this Memorandum of Agreement are in no way precedent or binding in any future negotiations for other Memorandum of Agreement and Collective Agreements.

## **APPENDIX “C”**

### **MEMORANDUM OF AGREEMENT**

**between**

**Regional Municipality of Wood Buffalo**

(Hereinafter known as the “Employer”)

**And**

**Canadian Union of Public Employees Local 1505**

(Hereinafter known as the “Union”)

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### **TWELVE (12) HOUR SHIFTS**

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.

All other provisions of the Collective Agreement shall apply.

- a) For purposes of this Agreement, the normal hours of work for all employees shall be twelve (12) hours per day with a thirty-five (35) minute paid meal break as set out in Clause 14.03. (14.01)
- b) For purposes of this Agreement, the hours of work shall be twelve (12) hours per day, eighty-four (84) hours bi-weekly, which shall include three (3) fifteen (15) minute rest periods and one (1) thirty-five (35) minute meal break normally taken at midpoint of the shift. (14.01)

Work shall be on a rotating schedule wherein the hours of work in one(1) or more bi-weekly periods may exceed eighty-four (84) hours. This shall not constitute a violation

of this Agreement provided that the bi-weekly hours when averaged over the full rotation do not exceed eighty-four (84) hours. (14.01)

### Shift Turnover

Employees who relieve another will assure sufficient discussion occurs between the counterparts of the shift that is coming off duty and the one that is coming on duty to ensure that the shift is being turned over as safely and efficiently as possible.

c) For purposes of this Agreement, the Employer maintains the sole and exclusive right to adjust the schedule or length of rotation where it deems necessary. It is understood that such changes will be subject to the terms of the Memorandum of Agreement and done through prior consultation with the Union. (14.01)

d) For purposes of this Agreement, all employees shall be permitted three (3) fifteen (15) minute rest periods which shall be taken in accordance with departmental policies. (14.07)

e) For purposes of this Agreement, paid vacation shall be granted on the same seniority basis as shown in the Collective Agreement except that:

Three (3) weeks' vacation = ten (10) twelve (12) hour shifts = one hundred twenty (120) hours.

Four (4) weeks' vacation = fourteen (14) twelve (12) hour shifts = one hundred sixty eight (168) hours.

Five (5) weeks' vacation = seventeen (17) twelve (12) hour shifts = two hundred four (204) hours.

Six (6) weeks' vacation = twenty (20) twelve (12) hour shifts = two hundred forty (240) hours. (14.01)

- f) For purposes of this Agreement, an employee having served thirty (30) calendar days service shall be allowed twelve (12) hours per month with pay for health recovery and any unused health recovery benefits will accrue to the benefit of the employee to a maximum of four-hundred-eighty (480) hours. (18.02)
- g) For purposes of this Agreement, an employee who is absent due to illness or injury from a shift will be debited for twelve (12) hours health recovery benefits. (18.02)

A permanent or probationary employee at his/her discretion shall be granted up to four (4) regularly scheduled consecutive work days leave without loss of pay for the purpose of bereavement in the death of a parent, step parent, current spouse, brother, sister, step siblings, child, foster or stepchildren, niece, nephew, aunt, uncle, guardian, legal ward, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, grandparent of current spouse or common-law partner. Consideration will be given to providing reasonable traveling time for travel outside the province to a maximum of two (2) days with pay. (19.05)

For purposes of this Agreement, one (1) calendar day leave of absence without loss of pay shall be granted to a permanent employee without loss of regular salary or wages to attend a funeral as a pallbearer. Such leave cannot be combined with paid bereavement leave that the employee may be entitled to. (19.07)

This Memorandum of Agreement shall remain in effect during the life of the Collective Agreement for employees working twelve (12) hour shifts. For the purpose of implementing future twelve (12) hour shifts, start and end dates shall be established by mutual consent.

It is understood by both Parties to this Agreement that the terms and conditions of this Memorandum of Agreement are in no way precedent or binding in any future negotiations for other Memorandum of Agreement and Collective Agreements

**APPENDIX "D"**

**MEMORANDUM OF AGREEMENT**

**between**

**Regional Municipality of Wood Buffalo**

(Hereinafter known as the "Employer")

**And**

**Canadian Union of Public Employees Local 1505**

(Hereinafter known as the "Union")

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**FUNDED EMPLOYEES**

The Employer and the Union recognize Federal and Provincial programs for job creation.

Any such programs shall not involve work that is normally performed by the Bargaining Unit and shall not result in the lay-off, reduction of work, remuneration or redundancy of any Union employees.

The Parties agree that the Employer shall determine the terms and conditions of employment and the Employer will provide the Union with all details as to the project, number of funded employees to be hired, remuneration and term of employment prior to implementation of such programs.

All special funded programs shall be considered by the Union on an individual proposed basis and agreement by the Union shall not be unreasonably denied.



## **APPENDIX "E"**

### **MEMORANDUM OF AGREEMENT**

**between**

**Regional Municipality of Wood Buffalo**

(Hereinafter known as the "Employer")

**And**

**Canadian Union of Public Employees Local 1505**

(Hereinafter known as the "Union")

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### **VACATION SCHEDULING**

#### **Introduction**

The RMWB and Union recognize the need for certainty and fairness for all employees in vacation planning. This Memorandum of Agreement of Understanding sets out the general principles to be considered in determining vacation schedules and approving vacations to employees.

The intention of this Memorandum of Agreement of Understanding is to enable as many employees as possible to receive at least one of their preferential vacation choices. While recognizing operational needs and seniority, this is achieved through preferential choice as outlined below.

While following the principles set out, each department may vary in the actual method utilized in arriving at the vacation schedule.

#### **Principles**

The RMWB and the Union recognize the following principles in applying vacation choice:

- operational needs
- seniority

- employees' preference for blocks of time
- reasonableness
- no bumping after vacation awarded
- vacation requests to be submitted to the employee's supervisor by a certain date
- vacations posted by a certain date approximately one month later
- first come, first served basis on any remaining vacation, subject to seniority in the event of requests made before additional approval of vacation.

### Suggested Procedure

By the third (3<sup>rd</sup>) Monday in February, employees would submit their first, second and third preferences for an unbroken vacation period to the employee's exempt supervisor. **[2014]**

Subject to operational needs, vacation periods will be approved based on seniority within the department combined with preferential choice. The intent of this clause is to give every employee an opportunity to take at least one of their preferred vacation times in a year.

By the fourth (4<sup>th</sup>) Monday in March, the supervisor shall post a vacation schedule. Any other vacation requests or untimely receipt of the vacation requests will mean vacations are approved on a first come, first served basis for vacation opportunities remaining on the schedule. **[2014]**

Unless mutually agreed upon by the employees involved and the supervisor, a junior employee shall not have their vacation taken away or bumped by a senior employee after the first preferential choices have been approved.

### Preferential Choice

The concept of preferential choice is that each employee submits their first, second and third choices for an unbroken vacation period to the employee's exempt supervisor. Once all of the vacation requests have been received, and subject to the operational needs of the department, vacation will be approved utilizing these preferences and an employee's seniority.

The following example shows how preferential choice works.

<b>Seniority/Choice</b>	<b>First Choice</b>	<b>Second Choice</b>	<b>Third Choice</b>
Senior employee	July 1 - July 21	August 1 - August 21	Dec. 15 - January 7
Employee 2	July 1 - July 21	August 1 - August 21	Dec. 15 - January 7
Employee 3	July 1 - July 21	August 1 - August 21	Dec. 15 - January 7

Utilizing the above information, and assuming Senior employee is the most senior, Senior employee will have vacation approved from July 1 - July 21, as that block of time was the employee's first choice. The employee with the most seniority will always receive their first choice, subject to the principles stated earlier. Employee 2, being junior to senior employee would then receive their second choice being their August vacation choice. The employee having the least seniority, employee 3, would then receive their third choice.

Employees may still have additional vacation available. For instance, in the above scenario, senior employee only utilized three weeks although they might be entitled to six. In such a case, the employee may request this additional vacation after the "first preference" vacation has been approved. Again, this would be on a seniority basis. This additional vacation may not, however, interfere with vacation blocks already approved.

## **APPENDIX "F"**

### **MEMORANDUM OF AGREEMENT**

**between**

**Regional Municipality of Wood Buffalo**

(Hereinafter known as the "Employer")

**And**

**Canadian Union of Public Employees Local 1505**

(Hereinafter known as the "Union")

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### **EMERGENCY WORK OR THE POTENTIAL OF FLOOD**

It is understood that this Memorandum of Agreement of Understanding is in the interest of and benefit to both C.U.P.E. Local 1505 and the Regional Municipality of Wood Buffalo relating to the annual potential for emergency situations. **[2014]**

An emergency is an event that requires prompt co-ordination of action or special regulation of persons or property to protect the safety, health or welfare of people or to limit damage to property. **[2014]**

When an emergency is declared by the Municipality, all qualified employees must respond to overtime requirements. Emergency work schedules may be established for the duration of the emergency, provided twelve (12) hours' notice is given and providing that at least eight (8) hours of rest is given between the employees' last shift and the first shift of the emergency work schedule. **[2014]**

When an emergency work schedule is established but the twelve (12) hours' notice is not provided or the eight (8) hour rest period is not provided, all hours worked on the first shift of the emergency work schedule shall be at the overtime rate. **[2014]**

A member of the Union Executive shall be advised of all emergency work schedules. **[2014]**

The Employer will make every effort to give the affected employees as much notice as possible prior to the shift commencement. The Employer also recognizes that some employees may experience difficulties working a twelve (12) hour shift with limited notification and, as such, it is incumbent upon the employee to discuss this matter with their supervisor upon receiving notification of shift change and, if there is no resolve, they are required to contact C.U.P.E. Local 1505 President and Human Resources immediately to resolve this matter.

Employees will be served with notice of shift change that their regular hours and regular days of work will be changed and their shift will be in accordance with Appendix "C." The Employer agrees that no employee will lose regular pay or regular hours of work as a result of this Memorandum of Agreement of Understanding. **[2014]**

It is understood that if an employee works their regular shift on a particular day and they are asked to return to work later that same day that they will be paid overtime for only the hours worked above and beyond their regular scheduled shift to midnight (12:00 a.m.) that day.

The Employer agrees to provide the affected employees with thirty six (36) hours' notice that they will be returning to their regular days of work and their regular hours of work. If an employee waives their right to the thirty six (36) hour notice, the Employer will give consideration to this request. **[2014]**

The Employer agrees and in recognition of this Memorandum of Agreement of Understanding, that the affected employees who go on shift or have their shift changed will receive one (1) additional day with pay added to their annual leave complement for that calendar year. **[2014]**

## **APPENDIX "G"**

### **MEMORANDUM OF AGREEMENT**

**between**

**Regional Municipality of Wood Buffalo**

(Hereinafter known as the "Employer")

**And**

**Canadian Union of Public Employees Local 1505**

(Hereinafter known as the "Union")

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### **SEVERANCE PAY**

A Permanent employee who has been notified by the Employer, pursuant to Clause 10.04 of the Collective Agreement that he/she is to be laid off, may opt to accept severance pay as provided in this Letter in lieu of exercising his/her rights under the provisions of Article 10.

If an eligible employee wishes to exercise his/her option under this Memorandum of Agreement, he/she shall notify the Employer within seven (7) calendar days of receipt of the notice of lay off. In the absence of such notice, the provisions of Article 10 will prevail.

If an eligible employee notifies the Employer that he wishes to opt for severance pay under this Memorandum of Agreement, the employee shall be paid severance pay based on two and one-half (2 ½ ) weeks payment for each year of continuous service to a maximum of fifty two (52) weeks. Part-time employees service shall be calculated in accordance with Article 8:02.

In exchange for this payment, the eligible employee waives his/her rights to the provisions of Article 10 and will tender his/her resignation from employment on a date mutually agreed between the employee and the Employer.

An eligible employee is entitled to the assistance of a Union Representative in applying for benefits under this Memorandum of Agreement and in all resulting transactions.

## **APPENDIX “H”**

### **MEMORANDUM OF AGREEMENT**

**between**

**Regional Municipality of Wood Buffalo**

(Hereinafter known as the “Employer”)

**And**

**Canadian Union of Public Employees Local 1505**

(Hereinafter known as the “Union”)

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### **DUTY TO ACCOMMODATE**

The Union and the Employer agree to adopt this Memorandum of Understanding respecting accommodation of disabled employees. **[2014]**

It is recognized that the Employer, the Union and affected employee(s) have a duty, subject to such exceptions as set out in the Human Rights Act, to cooperatively and reasonably accommodate employees with disabilities to the point of undue hardship. The goal of accommodation is to recognize employee’s capabilities and to remove barriers to returning to work or remaining at work.

Procedure for evaluating and accommodating employees with Disabilities:

- 1.** The Employer, Union and employee agree to work together to consider how an employee’s disability can best be accommodated without causing either party undue hardship. The Employer and Union (the parties) recognize and acknowledge that in each individual accommodation situation each party must determine what constitutes undue hardship to that party.
- 2.** The employee with a disability will inform the Employer about the need for an accommodation, preferably in writing with a copy to the Union.

3. Employees needing an accommodation also have a responsibility to participate, cooperate and assist the Employer and Union in developing a suitable accommodation. This duty includes providing medical information to the Employer representatives (which may include the Wellness team, Business Unit representatives and Employer advisors) and to the Union representatives, that is reasonably required to establish to the Employer's and Union's satisfaction that the employee has a disability which requires accommodation and the extent of the restrictions or limitations in the employee's functional capabilities to perform the duties of his/her position.

4. The parties agree that to the extent reasonably possible, medical and other personal information provided by an employee for the purposes of accommodation will be dealt with in a manner that respects the employee's privacy.

5. Failure of an employee to fully cooperate and assist in the accommodation process may relieve the Employer and Union from a continuing duty to accommodate. Employees with disabilities have an obligation to accept reasonable accommodation solutions.

6. Representatives of the Employer and Union, together with the affected employee, may, as the case requires, meet to discuss the existence and nature of the disability and the appropriate accommodation measures which would achieve the accommodation with respect to the employee.

7. The Employer, the Union and the affected employee, shall share with each other all information relevant to the accommodation of the affected employee, including medical information set out in this process and information regarding the requirements and duties of the employee's position.

8. If accommodation is required and can be achieved without undue hardship, the Parties agree that they will attempt to accommodate employees using the following order of priority:

- in his/her current position;
- in his/her current classification;
- in another classification with equivalent hours/rate of pay, but for which the employee possesses the requisite knowledge, skills, abilities;
- in another classification which does not have the equivalent hours/rate of pay, but for



which the employee possesses the requisite knowledge, skills, abilities at the applicable rate of pay, unless otherwise agreed;

- in another job outside the bargaining unit, but with the Employer, in which the employee possesses the requisite knowledge, skills, and abilities, subject to the requirements of the applicable Collective Agreement or discussions, as required, with the applicable bargaining agent.

**9.** In considering the feasibility of accommodation options, the Employer may consider modification of duties, shifts, equipment, and/or retraining of the employee, to the extent that such do not cause the Employer undue hardship. Where modifications are implemented by the Employer, these are made on a without prejudice and individual basis.

**10.** It is understood that nothing in this agreement will require the Employer to pursue any accommodation or option where doing so, in its determination, would constitute undue hardship.

**11.** It is understood that nothing in this agreement will require the Union to pursue any accommodation or option where doing so, in its determination, would constitute undue hardship.

**12.** The Union agrees to support accommodative measures which may require modification of the collective agreement provisions, unless doing so would in its determination constitute undue hardship. Where collective agreement modifications are agreed to by the Employer and the Union, these are made without prejudice and on a case by case basis.

**13.** The Employer agrees that it will not impose an accommodation measure which has the effect of abridging or infringing collective agreement rights of other bargaining unit members where there are in its determination, reasonable alternatives.

**14.** Agreements regarding the accommodation of the employees shall be reduced to writing. These agreements may be revisited in the event that there is a change in the accommodated employee's circumstances (including a lessening or worsening of the employee's functional impairment).

**15.** This letter of understanding does not apply where requests for accommodation arise at or after

termination of employment. These cases will be dealt with through the regular grievance process provided for under the Collective Agreement.

**16.** The parties have entered into this letter of understanding to establish a procedure for fulfilling their accommodation obligations, and accordingly acknowledges that these provisions do not relieve the Employer, employee(s), or the Union of their rights or responsibilities under the Human Rights Act. For greater clarity, nothing in this letter of understanding precludes the limitation on individual rights as may be reasonable and justified under the exceptions set out under the Human Rights Act (including but not limited to bona fide occupational requirements).

**Rights and responsibilities of the Employee seeking accommodation:**

- Determine whether their concern falls under the protected grounds under the Human Rights Act.
- An employee who may be entitled to an accommodation should, at the earliest possible opportunity, inform the Employer about the need for an accommodation.
- Bring the situation to the attention of the Employer and the Union, preferably in writing. Include the following information:
  - Explain why the accommodation is required, i.e. because of a disability
  - Support the request with evidence or documents (example, a written statement from a health care provider)
  - Be specific about the need for an accommodation and identify limitations and capabilities, indicate exactly what your individual needs are
  - Suggest appropriate accommodation measures
  - If known, indicate how long accommodation will be required.
- Listen to and consider any reasonable accommodation options proposed.
- Consult with your Union to work with you through this process.
- If the Employer indicates that the accommodation would pose undue hardship, provide more details about your needs if such information is helpful.
- Cooperate to make the arrangement work.
- Advise the Employer and Union of changes in accommodation needs.
- Be willing to review and modify the accommodation agreement if circumstances change.
- Promptly advise the Employer and Union if the need for an accommodation ends.

### **Rights and responsibilities of the Employer:**

- Determine if the request falls under the protected grounds as set out under the Act.
- Consult with the Union.
- The onus to facilitate an accommodation to the point of undue hardship is on the Employer once an entitlement is established.
- Respect the dignity and privacy of the person requesting accommodation.
- Listen to and consider the needs of the employee seeking accommodation and their suggestions for accommodation.
- Review any evidence the employee seeking the accommodation provides to support the request for accommodation, for example, medical documents.
- Be willing to take reasonable steps, to the point of undue hardship, to accommodate the needs of the person seeking the accommodation.
- Consult with experts as Human Resource staff, Legal services, if more information is needed to assess the request.
- Be flexible when considering and developing options.
- Reply to the request for accommodation within a reasonable period of time.
- Reduce the agreement to writing, and ensure the accommodation is given a fair opportunity to work.
- Follow up to ensure that the accommodation meets the needs of the employee seeking accommodation.
- Provide explanation in the event of a refusal to accommodate, if accommodation is not possible because it poses undue hardship or because of a bona fide occupational requirement.
- Be willing to review and adjust the accommodation agreement if the circumstances or needs change and the agreement is no longer working.

### **Rights and responsibilities of the Union:**

- Determine if the request falls under the protected grounds as set out under the Act.
- Consult with the Employer.
- There is an onus on the Union to assist in facilitating an accommodation once an entitlement is established.
- Respect the dignity and privacy of the person requesting accommodation.

- Listen to and consider the needs of the employee seeking accommodation and their suggestions for accommodation.
- As needed, work with the Employer and the employee needing an accommodation throughout the process.
- Review any evidence the employee seeking the accommodation provides to support the request for accommodation, for example, medical documents.
- Be willing to take reasonable steps, to the point of undue hardship, in accord with the Union authority and ability to act, to accommodate the needs of the person seeking the accommodation. This may include modification to the Collective Agreement if no other reasonable alternative exists.
- Be flexible when considering and developing options.
- Cooperate, to the point of undue hardship, with the Employer and employee in pursuit of an accommodation.
- Reduce the agreement to writing, and ensure the accommodation is given a fair opportunity to work.
- Follow up to ensure that the accommodation meets the needs of the employee seeking accommodation.
- Provide explanation in the event of the Union refusal to accommodate, if accommodation is not possible because doing so poses undue hardship to the Union or other employees.
- Be willing to review and adjust the accommodation agreement if the circumstances or needs change and the agreement is no longer working.

LETTER OF UNDERSTANDING #1  
between

Regional Municipality of Wood Buffalo  
(Hereinafter known as the "Employer")

And

Canadian Union of Public Employees Local 1505  
(Hereinafter known as the "Union")

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**84 HOUR BI-WEEKLY EARNINGS AVERAGING**

The Municipality and the Union agree, for those employees who work a 12 hour rotating shift (Appendix "C"), to implement the bi-weekly averaging of earnings for workers who now currently are paid actual hours worked, e.g., 72, 84 and 96.

**SIGNED, SEALED AND DELIVERED ) REGIONAL MUNICIPALITY OF WOOD**

in the presence of ) **BUFFALO**

)  
)  
) Per:   
) MAYOR

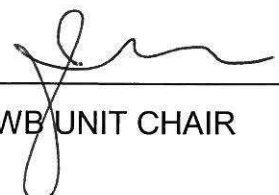
  
WITNESS

)  
) Per:   
) CHIEF LEGISLATIVE OFFICER

)  
) **CANADIAN UNION OF PUBLIC**  
) **EMPLOYEES, LOCAL 1505**

)  
) Per:   
) PRESIDENT

  
WITNESS

)  
) Per:   
RMWB UNIT CHAIR

SIGNED THIS 7 DAY OF MAY, 2014

**LETTER OF UNDERSTANDING #2**

**between**

**Regional Municipality of Wood Buffalo**

(Hereinafter known as the "Employer")

**And**

**Canadian Union of Public Employees Local 1505**

(Hereinafter known as the "Union")

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**SAFE AND HEALTHY WORKPLACE**

In conjunction with our Municipal Health and Wellness initiatives, the Municipality and the Union are committed to a safe and healthy workplace. As part of these initiatives we agree to research and explore information regarding drug and alcohol programs.

**SIGNED, SEALED AND DELIVERED ) REGIONAL MUNICIPALITY OF WOOD**


in the presence of: ) **BUFFALO**

)

) Per: 

) **MAYOR**

)

) Per: 

) **CHIEF LEGISLATIVE OFFICER**

)

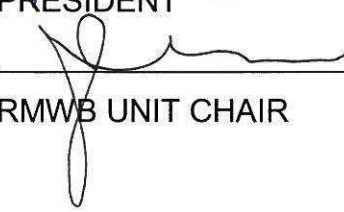
) **CANADIAN UNION OF PUBLIC**

) **EMPLOYEES, LOCAL 1505**

)

) Per: 

) **PRESIDENT**

) Per: 

) **RMWB UNIT CHAIR**

  
WITNESS

  
WITNESS

SIGNED THIS 7 DAY OF MAY, 2014



**LETTER OF UNDERSTANDING #3**

**Between**

**Regional Municipality of Wood Buffalo**

(Hereinafter known as the "Employer")

**And**

**Canadian Union of Public Employees Local 1505**

(Hereinafter known as the "Union")

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**COST OF LIVING ALLOWANCE (COLA) GUIDELINES**

The Employer agrees that all employees shall be paid a Cost of Living Allowance as it pertains to the excessive costs of living in the Regional Municipality of Wood Buffalo, Alberta. This amount will be four hundred and eighty dollars (480.00) paid on a bi-weekly basis.

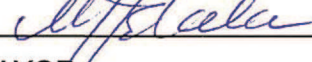
Part time employees shall be paid a pro-rated portion based upon their actual hours worked.


The Municipality will provide the Union with a nine (9) month notice period if the COLA paid is decreased.

**SIGNED, SEALED AND DELIVERED**

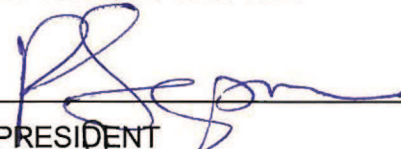
in the presence of:


) **REGIONAL MUNICIPALITY OF WOOD BUFFALO**

) Per:   
) MAYOR

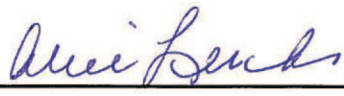
)  
) Per:   
) CHIEF LEGISLATIVE OFFICER

)  
) **CANADIAN UNION OF PUBLIC**  
) **EMPLOYEES, LOCAL 1505**

)  
) Per:   
) PRESIDENT

) Per:   
) RMWB UNIT CHAIR

  
WITNESS

  
WITNESS

SIGNED THIS 7 DAY OF MAY, 2014

