

1997 Collective Agreement

SOURCE	City		
EFF.	96	01	05
TERM.	98	12	31
No. OF EMPLOYEES	200		
NOMBRE D'EMPLOYÉS	AA		

Haxton Centre in the Borealis Park Center at night



12.222(01)



COLLECTIVE AGREEMENT

BETWEEN

**THE *REGIONAL MUNICIPALITY OF
WOOD BUFFALO***

AND

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES**

LOCAL 1505

EXPIRES

DECEMBER 31, 1998

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This Agreement made this 11th day of
September, 1997 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" - The Municipal Government of the ***Regional Municipality of Wood Buffalo*** as represented by the Regional Manager.
- 01.02** "Union" - Shall **mean** the **Canadian** Union of Public Employees, Local 1505 and shall be represented by **the** Local Executive and the Local **Negotiating Committee**. The Union shall have the right at any **time** 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.

- 01.03** **Employee** - Any individual to whom the Collective Agreement applies.
- 01.03.01** **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.
- 01.03.02** **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,
- 01.03.03** **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.
- 01.03.04** **Working Day** - Shall be defined as Monday through Friday exclusive of negotiated holidays and weekends.
- 01.04** **Employee Status**
- 01.04.01** **Probationary Employee** - A newly hired Employee who is serving the required probationary period for a permanent position.

- 01.04.02 **Permanent Employee** - An Employee hired on a permanent basis who **has** successfully completed the **required probationary** period.
- 01.04.03 **Relief Employee** - An Employee **who** is hired on a non-permanent basis to replace **an** existing Employee who is on an approved leave of absence. The term of employment may be terminated **at any** time **with** not less **than** one (1) week's notice in writing by the Employer. In the event that the **term** of employment is less **than** one (1) month, no notice is required.
- 01.04.04 **Temporary Employee** - An Employee **hired** for a specific task whose term of employment shall not exceed six (6) calendar months. A temporary Employee whose term of employment exceeds **six** (6) calendar months shall be deemed a permanent Employee. The term of employment may be terminated **at** any time in the **six** (6) month period with not less than one (1) **week's notice in writing** by the Employer. Temporary Employees shall not **be used to** avoid filling a permanent vacancy or newly created position.
- 01.04.05 **On-Call Employee** - An Employee hired to meet a variety of *circumstances* such as **overflow work** situations **and** short term absences to a

maximum of forty-eight (48) hours worked per occurrence. **This** Employee may work on an as-needed basis with no guaranteed hours of work. An On-Call Employee is not entitled to any rights or benefits arising out of the seniority provisions of **this** Agreement. **An** On-Call Employee may be terminated at any time, without notice, by the Employer, except as provided for in **the** Employment Standards Code. An On-Call Employee's term of employment shall not exceed one-thousand (1,000) hours worked in one calendar year. **An** On-Call Employee shall not be used to avoid filling a permanent vacancy or newly created position. The Union shall be informed of all hours worked by any On-Call Employees upon request to the Department.

01.05 Employee Hours

01.05.01 **Full-time Hours** - **An** Employee who works the regular hours of work of that position.

01.05.02 **Part-time Hours** - **An** Employee who works less than the bi-weekly hours of work of a full-time position.

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 hereto recognize Federal and Provincial Legislation respecting human rights and civil liberties and specifically the Employer *shall* not exercise or practice discrimination with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay off, recall, discipline, discharge, classification or otherwise, by reason of age, race, creed, colour, national origin, political party affiliation or activity, marital status, place of residence, religion, sexual orientation, sex, physical and mental handicap or by reason of his membership or activity in the Union, except where otherwise provided for by the provisions of *this* Agreement, including the requirements of positions covered by **this** Agreement, or by countermanding legislation.

02.06 **Harassment** - The Employer and the Union recognize **that an** Employee should be able to **work free from** harassment and will **cooperate** in the achievement of that objective.

Should an Employee feel **that** he **has** suffered harassment, the Employee **so affected** may bring

the matter to the attention of the Manager of ~~Human Resources 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.

The Union shall provide the Employer with a copy of the existing Constitution and Bylaws of the Union and amendments thereto.

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 to ~~the~~ Union.

04.02 Deductions ~~shall~~ be made from each pay, and the ~~dues~~ shall be forwarded to the Secretary-Treasurer of the Union once a month, not ~~later~~ than the tenth (*10th*) day of the month, accompanied by a list of ~~the names and~~ classifications of Employees ~~and~~ shall provide the Union with a ~~list~~ of current Employees and addresses not less than once a ~~year~~. The Employer shall ~~advise~~ the Union of the changes ~~and addresses~~ of Employees ~~as soon as~~ practical which in no ~~case~~ will be later than the following pay ~~period~~ following the receipt of the change.

04.03 The Employer will ~~acquaint new~~ Employees with the fact that the Union 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 to new Employees ~~an~~ orientation package ~~as~~ will be provided by the Union.

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. The *Employer* agrees to use its Purchasing Department to ensure the most cost effective arrangement for 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 expressly abridged by specific Articles of this Collective Agreement.

ARTICLE 6 - EMPLOYER/UNION COOPERATION

06.01 The Parties to the Agreement recognize the mutual benefits from joint consultation on matters of mutual interest or concern. The Parties also agree to participate in cooperation discussions on a regular basis.

ARTICLE 7 - MINUTES, AGENDA AND RULES

07.01 A copy of the Agenda and Minutes of the Municipal Council will **be** forwarded **to** the Union before or after, **as the case may be**, each meeting of the Council **to** enable the Union to ascertain ~~whether~~ any of the actions or **decisions** of the Council affect the Employees.

ARTICLE 8 - SENIORITY

08.01 Seniority Defined

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, lay offs, demotions, permanent reduction of the workforce, **and** recall. Seniority, except **as** otherwise provided herein, shall **operate** on **a** Bargaining Unit wide basis.

08.02

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 **Weekly Indemnity** 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."

08.03

Seniority List

The Employer shall maintain a **seniority** list showing the date upon which each permanent full-time Employee's **service** commenced.

The Employer **shall** maintain a separate **seniority** list showing the hours worked **to** date and the **start** date of each permanent part-time Employee.

Where two (2) or ~~more~~ Employees have ~~the~~ same seniority ~~date~~, the Employee ~~with~~ the lower payroll number shall ~~be~~ deemed to be senior.

An up-to-date seniority list shall be sent to the Union and ~~posted~~ on all bulletin boards in March of each year.

Appeals

Appeals in regard to seniority *status* on the annual list shall be submitted in writing ~~within~~ thirty (30) calendar ~~days~~ of the ~~posting~~ of ~~the~~ seniority list to the Department of ~~Human~~ Resources. ~~When~~ proof of error is presented by an Employee or ~~his~~ representative within the time limits, such error shall ~~be~~ corrected forthwith. Upon the expiring of time limit and the ~~correction~~ of errors, ~~the~~ seniority list shall be deemed correct and posted ~~as~~ such. If ~~an~~ Employee is on leave during the posting, ~~his~~ thirty (30) day ~~appeal~~ will not ~~start~~ until the date he ~~has~~ returned to work.

08.04 Probations of Newly Hired Employees

All newly hired ~~Employees~~ shall be on probation for a period of three (3) calendar ~~months~~ from

the **date of hiring** which may **be** extended for a **maximum of a further three (3)** calendar months by mutual agreement between the Employer and the **Union**.

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**.

Probationary Employees shall be evaluated in writing after **six (6) weeks** from the date of **hiring** and at the end of the probationary period. In the event **that the** probationary period is extended, further evaluations in writing shall be done after six (6) weeks and at the end of the extended probationary period. **A** copy of the **evaluation** shall **be** given to the Employee.

08.05

Loss of Seniority

An Employee shall not lose **seniority** if he is absent from work **because** of sickness, accident,

lay off, or leave of absence approved by the Employer.

An Employee shall lose **his** seniority in the event:

- (a) He is discharged for just cause and is not reinstated.
- (b) He resigns in writing or verbally and is not reinstated within two **(2)** days.
- (c) He terminates **his** 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 is laid off for a **period** longer than eighteen (18) months.

08.06

An Employee shall only be transferred or promoted to a position outside the Bargaining Unit with **his** consent.

- (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 is promoted.

If such **an** Employee returns **to** the Bargaining Unit **during** or **at the** termination of **the** leave **period,** he shall be placed in **a** job consistent with his qualifications **and** previous **seniority** within **the Bargaining Unit.** Such return shall not result in **the** lay **off** or bumping of an Employee holding **greater seniority,** unless the Employee returning is being returned **to** the position previously held by him.

08.07 **Relief** and temporary Employees shall not accrue **seniority.**

**ARTICLE 9 - FILLING OF JOB VACANCIES AND
STAFF CHANGES WITHIN THE
BARGAINING UNIT**

09.01 **Notices** of vacancies or newly created positions shall be conspicuously posted for a **period** of five (5) working days in mutually acceptable locations. However, the Employer shall be at liberty to immediately fill the position temporarily; such temporary vacancies shall be filled by the next **most** senior Employee in the section concerned in that Department, if he **so** desires, providing that the Employee **has** the **required qualifications** for that position. Should an Employee resign and a vacancy is thereby created, such position shall **be** posted in accordance with the above. 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 **salary rate** or range.

(e) Established job descriptions ~~shall~~ apply.) -.

09.02 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.

09.03 The **Employer agrees to post** all non-permanent job vacancies anticipated ~~to be~~ in excess of **three** (3) calendar ~~months~~ duration in accordance with Clause 09.01.

09.04 (a) In ~~assessing~~ the ~~required qualifications~~ of applicants, the Employer shall consider each individual's abilities, skills, knowledge, aptitude ~~and~~ fitness for ~~the~~ vacant position.

(b) 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.**

- (c) Where a **job** vacancy falling under the scope of *this* Agreement is **posted** under Clause 09.01, qualified applicants from within the **Bargaining** Unit shall **be** interviewed and assessed before external applicants **are** considered.

09.05

A promoted 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.

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.

- (a) **If** a promoted or **transferred** Employee, **at** **his** option or the **decision** of **the** Employer, should be returned to **his** former position during **the** **trial period**, any other Employee *affected* by **his** return shall be returned **to** **his** former position.

Any Employee ~~so affected~~ by this Clause will be placed at his previous position as though he had not ~~left~~ it insofar as his wage rate, increment date and accrued seniority are concerned.

- (b) A promoted Employee shall be placed at the step of his new pay level that will provide him with a minimum of one (1) increment increase in pay. Under no circumstances will a promoted Employee receive wages higher than the top step of his new pay level. His increment date will become ~~that~~ of the date his promotion came into effect.
- (c) An Employee transferred, at his own option, shall be placed at one (1) step less in his new position than he was at in his previous position. Upon satisfactory performance at the end of the first three (3) months in his new position, he shall regain the one (1) step lost. His increment date will not change, however, he shall not receive any increment during his trial period. Any increment so due shall take effect at the end of such trial period.

09.06 The Employer shall promptly submit to the Union information respecting all job postings, appointments, hirings, lay offs, transfers, recalls, and termination of employment regarding positions within the Bargaining Unit.

09.07

The Employer shall inaugurate and maintain a training program to ensure the increased knowledge, experience and skills of the Employees, 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.

09.08 If Apprentices are to be appointed to any trade coming under the provisions of the Agreement and are to be instructed in a trade designated as coming within the provisions of the Apprenticeship Act of the Province of Alberta, their instructions and other conditions of their employment shall be in conformity with the provisions of the Act and regulations pertaining thereto.

09.09

Employees on an Apprenticeship program shall be paid on a graduated scale according to the following formula:

Four (4) Year Program

Commencement - Sixty-five percent (65%) of Journeyman rate

Successful completion of program requirements for

First ~~Year~~ - Seventy percent (70%) of Journeyman rate

Second *Year* - Eighty percent (80%) of Journeyman rate

Third ~~Year~~ - Ninety percent (90%) of Journeyman rate

Three (3) Year Program

Commencement - Seventy percent (70%) of Journeyman rate

Successful completion of program requirements for

First Year - Eighty percent (80%) of Journeyman rate

Second ~~Year~~ - Ninety percent (90%) of Journeyman rate

If an Apprentice is prevented by the *Employer* from attending apprenticeship school, he shall be paid upon ~~successful~~ passage of the exam he ~~was~~ required **to** write, retroactively to the date he would have normally written the apprenticeship exam had he been allowed to attend.

An Apprentice will not move up the graduated scale if:

- (a) He wilfully chooses not **to** attend apprentice school when available; or
- (b) He is not successful in completing the requirements for the year.

Successful completion shall be deemed *to occur when the Apprenticeship Board examination has been successfully challenged and the required hours have been completed.*

09.10 **Modified Work**

Is defined as work that the Employee would not normally perform but, because of the incapacitation of the Employee due to illness or injury, has the ability/capability to perform.

Where circumstances warrant and Modified Work is available by mutual agreement between the Employer and the Union, an Employee may be assigned to Modified Work provided any medical and/or insurance plan approval is met. Such assignment may require a temporary reduction in pay to the pay level for the position to which the Employee is assigned.

Where the Employee is directed by the Employer to perform light duty, the Employee shall not suffer a reduction in his rate of pay.

ARTICLE 10 - LAYOFFS 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 lay off, 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 Employer, in such case, has not had the opportunity to work twenty (20) full days after notice of lay off, he 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 **remains** in that vacant position for a **period** of one (1) calendar **year**. After one (1) calendar year, **his pay** level will become that of **the** vacant position, but the increment date **and the step** in the pay level of that vacant position will **remain** the same as in **his** previous **position**. If the Employee is at the top of the pay level in **that** vacant position, he will not receive any further increments **but** will receive any negotiated **wage** increases.

- (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 and increment **date** will **be** maintained so long as he **remains** in the position to which he was **transferred** or demoted. The

Employee will not receive any further increments **and** negotiated wage increases until the hourly rate of pay of his new position **equals** or surpasses the hourly rate of pay of his 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 the permanent position held **by** the **least** senior Employee on the **seniority** list if he **has** the required qualifications. If the Employee **does** not select **this** position he will be laid **off**.
- (d) If the Employee **does** not have the **required** qualifications for **the** permanent position held by the least senior Employee; then he will be entitled to select **the** position held by the next least **senior** Employee on the **seniority** list if he has the **required** qualifications. **This** process **will** continue in ascending order of **seniority until** the Employee obtains the **first** position for which he is qualified or it is determined there are no positions

available for which he is **qualified**. If the Employee ~~does not select the first~~ position available for which he is qualified, he shall be laid off.

- (e) If ~~the~~ Employee is not placed through ~~the~~ above procedures, he 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 and relief 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.
- (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.

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 lay offs 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 has the required qualifications will be the first recalled to a permanent position, provided he has retained his accrued seniority.

- (a) **An** Employee who **refuses to** accept a position **that** is relatively equivalent **to** the position **he** held prior **to** lay off, or fails to **report** within ten **(10)** working **days** of the date the position **was** offered to **him** will be struck from the recall list **and** all obligations towards **him** 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** the next **laid** off Employee will **be contacted** and offered the position. The first Employee will be contacted by double registered mail. Should he 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 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:

1. The Employee has the required qualifications to fill the non-permanent position.
2. Any Employee in a non-permanent position shall not accrue seniority for such service.
3. There shall be no adjustment to the eighteen (18) month recall period due to any non-permanent employment.
4. 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.**

10.09 Grievances **concerning** lay offs and recalls shall be initiated at the level of a Policy Grievance.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 **Recognition of Union Stewards and Grievance Committee**

In order **to** provide **an** orderly and speedy procedure for the settling of grievances, **the** Employer acknowledges the **rights** and duties of the Union Grievance Committee and the Union Stewards. The **Steward** shall assist any Employee which the Steward represents in preparing and presenting **his** grievance in accordance **with** the Grievance Procedure.

11.02 **Grievance Committee**

The Grievance Committee shall comprise any three (3) Employees **as** the Union **so** notifies the Employer, from time to time.

11.03 The Employer **agrees that** Stewards shall not **be hindered** in any way in the **performance** of their duties while investigating a grievance as provided in **this** Article. The Union **recognizes** that each Steward is employed full time by the Employer and that he will not leave **his** work during working hours except to **perform his** duties under **this** Agreement. Therefore, no Steward shall leave **his** work without obtaining the permission of **his** Supervisor, which permission **shall not be** unduly delayed where the requirements of the service permit such time **off**.

11.04 **Grievance Defined**

A grievance is defined **as** that definition shown in Section 133 of the **Alberta** Labour Relations **Code** (1988), and shall be subject **to** the grievance and arbitration procedures set out herein. Grievances shall be of two **(2)** types, namely:

- (a) Individual **Grievances**, that is, grievances relating **to** or affecting **a** specific Employee or Employees individually.
- (b) **Policy Grievances**, that is, grievances **directly** relating to or affecting **two (2)** or

more Employees, or grievances involving a question of general application or interpretation relating to this Agreement. **Policy Grievances** may only be submitted by the **Union Executive**.

11.05 Complaint Stage

The Employee **affected** shall, as soon as possible, but within ten (10) working days of the time the Employee became aware of the matter, inform his immediate Supervisor of the problem *either verbally or in writing*.

- (a) *If the Employee makes a verbal complaint, the Supervisor shall respond verbally, within two (2) working days. If the Employee is not satisfied with the Supervisor's verbal solution of his problem, he shall forward a written complaint to the Supervisor within five (5) working days of the Supervisor's verbal response.*
- (b) *If the Employee's complaint is in writing, the Supervisor shall respond in writing, within two (2) working days, with a copy to the Union.*

A grievance shall not be initiated until the Employee's Supervisor has been given an opportunity to adjust same as in (b) above, unless otherwise specified in this Agreement. At the Employee's discretion, he may be accompanied by his Shop Steward at any complaint meeting with the Supervisor.

11.06 Grievance Stages

An earnest effort shall be made to settle any grievances fairly and promptly without stoppage of work or refusal to perform work, in the following manner.

STAGE 1

After the Complaint Stage has been completed the Employee, if not satisfied, may submit his grievance in writing to his Department Head. The written grievance must be presented to the Department Head within four (4) working days of the completion of the Complaint Stage. A grievance in order to be processed, must state in writing the section(s) of the Agreement allegedly violated, all necessary details of the alleged grievance and any relief sought by the Employee.

The grievance must bear the signature of the Employee. The Department **Head** or his designate shall within four **(4)** working days from the **date** he receives the written grievance hold a meeting with the Employee, alone or accompanied by a representative of the Grievance Committee of the Union. The Department **Head** or his designate shall endeavour to immediately settle the grievance **so** presented and shall give his decision in writing within four **(4)** working days after such meeting.

STAGE 2

Failing resolution of the grievance at Stage 1, the grieved Employee, within five **(5)** working days of **the date** of **the** answer of the Department Head or his designate should have been given, **may** submit the grievance in writing, **as** detailed in Stage 1, to the Manager of **Human** Resources. The Manager of Human Resources or his designate **shall** within five **(5)** working days of the submission of the grievance to **him** hold a meeting with the Employee, accompanied by a representative of **the Grievance** Committee of the **Union**. The Manager of Human Resources or his designate shall within ten **(10)** working days

after such meeting state in writing **his** decision on the matter.

STAGE 3

If **final** settlement of the grievance is not effected, the grievance may be referred to arbitration **as** provided herein at **any** time within twenty **(20)** working **days** of the **date** the answer of **the** Manager of **Human Resources** should have **been** given, but not later.

11.07 A Policy Grievance shall be initiated in writing at Stage 2 of the Grievance Procedure and **shall** be initiated by the Union within **fifteen (15)** working days from the time the incident which gave **rise** to the grievance came to the attention of the Union. The written grievance shall specify the full nature and particulars of the grievance and the redress sought.

11.08 Except where time **limits** are extended by written agreement between the Parties, the presentation and processing of any grievance herein must **be** followed strictly according to the Grievance Procedure and all stages thereof and within the applicable time limits set out.

- 11.09 When a grievance is **submitted** to arbitration **under this Agreement**, the **notice referring the matter** to arbitration shall state the name and address of the nominee of the **Party** referring the matter to arbitration. Within **fifteen (15)** days thereafter, the other **Party** shall **advise the first Party** of the name and **address** of its nominee to the Arbitration Board. **The two (2)** nominees shall then **select** a third person who shall be **Chairman** of the Arbitration Board.
- 11.10 If the **Party** receiving the notice fails to appoint a nominee or if the **two (2)** nominees fail to agree upon a **Chairman** within **fifteen (15)** days of their appointment, the **required** appointment shall be made by the **Minister of Labour** upon the request of either **Party**.
- 11.11 The Board shall determine its own procedure and shall give all Parties the opportunity to present evidence and make representations.
- 11.12 **The** Arbitration Board shall hear and determine **the** grievance and shall **issue** an award in writing and its decision is **final** and binding upon the Union **and the Employer and** upon any Employee **affected by** it. The decision of a majority is the award of the **Arbitration Board**, but if there is no

majority, the decision of the **Chairman** governs and it is then deemed to be the award of the Board.

11.13 Each of the Parties of the arbitration shall bear the **cost** of the representative appointed by it and shall jointly bear the expenses of the **Chairman** of the Arbitration Board or of a single arbitrator.

11.14 The Board of Arbitration or a single arbitrator shall not be authorized to make any decision inconsistent with the provisions of **this** Agreement, nor to alter, modify, add to, delete or amend any part of **this** Agreement.

11.15 The **Parties** to **this** Agreement recognize that **an** Employee may be disciplined or discharged for just cause. Should **an** arbitrator or Arbitration Board find there was insufficient cause for such **a** disciplinary action, or the penalty imposed was unreasonable, the Board may:

- (a) Direct the Employer to reinstate the Employee and pay to the Employee such damages for lost wages as deemed reasonable, taking into consideration the Employee's obligation to mitigate such losses; or

(b) *Make sure other directive varying the penalty as it considers reasonable in the circumstances.*

11.16 *The time limits fixed in the arbitration procedure may be extended by written consent of the Parties to this Agreement.*

11.17 *The Parties may, by agreement, vary the foregoing procedure through the use of mediation, and/or the appointment of a sole arbitrator, in their attempts to resolve a grievance.*

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

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

12.02 (a) *When the Employer deems it necessary to discipline an Employee, such notice of discipline shall be given within three (3) working days of the committing of the*

misdemeanour, or such act **coming** to the **attention of the Supervisor.**

- (b) Where disciplinary action cannot be determined **within this** time period, the Employer shall inform the Employee in writing **within** three (3) working **days** of **the** committing of **the** misdemeanour or of such act coming **to** the attention of the **Supervisor**, of **the** intent to investigate the matter **and** that further action may **be** taken.
- (c) Where discipline, discharge or suspension is **to** occur under (a) or (b) above, all meetings with the Employee shall **occur** in the presence of a Steward **at** which time the reason(s) for such **actions** shall be given. The Employee and the Union shall be **advised** promptly in writing by the Employer of the reason(s) for such discipline and the discipline imposed.

12.03 In the **case** of a **grievance** arising **out** of discipline, discharge or suspension, such grievances **shall** be commended at Stage 2 of the Grievance Procedure within ten (10) working

days from the date the discharge or suspension was imposed.

- 12.04** **An** Employee shall have the right at any time by appointment to have **access** to and review **his** ~~personal~~ file **and** shall have the right to respond in writing to any document contained therein, such a reply **becoming** part of the permanent **record**.
- 12.05** The record of an Employee shall not **be used** against him at any time after eighteen **(18)** months following any disciplinary action. All letters or notices of discipline shall **be removed from** the Employee's ~~personal~~ file, eighteen **(18)** months after the **last** proven offence had taken place. Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not **be considered an** admission that such discipline was justified.
- 12.06** **A Steward or Local Union Officer** shall have the right to consult **with** a C.U.P.E. Staff Representative and to have him present at any discussions with supervisory personnel which is likely the basis of disciplinary action.

ARTICLE 13 - HOURS OF WORK

13.01 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 a.m. and 5:00 p.m.**, Monday to Friday ~~with~~ **Saturday and Sunday off.**

Meal breaks shall be either one (1) hour unpaid or where the Employer **requires an** Employee to **remain on duty** during the meal **break**, the **break** shall be one-half (½) hour paid. The Parties agree **that** Employees may have the option of a thirty (30) minute unpaid meal break when agreed to by the Employer.

13.02 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.**

13.03

Shift Operations

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 (½) hour paid **meal break.**

13.04

Employees Working Thirty-five (35) Regular Hours per Week and Less

- (a) Any **required** changes to the hours **of** work per **day**, excepting changes to the starting time for a duration of three (3) **days** or less, shall **be** done only after prior notification and consultation **with** the Union.

- (b) 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.**

- (c) When an Employee's hours of work per day, or **days** of work **are** changed, **his** regular bi-weekly hours of work shall not **be** reduced.

13.05 **Employees Working Forty (40) Regular Hours per Week and More**

For the purpose of **this** Clause, Employees shall mean **those** engaged in **the** following areas of work:

- (i) Construction, repair and **maintenance** of **streets**, roadways, related structures and fixtures (e.g. curbs, gutters, sidewalks).
- (ii) Snow removal, street cleaning **and** signage.
- (iii) Water and sewage treatment.
- (iv) **Care** and upkeep of parks, playgrounds and other related public property.

- (v) **Operation of *Municipal owned/operated* recreational facilities.**
 - (vi) **Landfill operations.**
 - (vii) ***Police Clerks* assigned to the R.C.M.P. Detachment.**
 - (viii) **Bylaw Enforcement.**
 - (ix) ***Facilities Maintenance Division.***
 - (x) ***Utilities Division.***
- (a) **For those Employees engaged in the areas of work listed above, any required changes to the days and the hours of work per day, excepting changes to the starting time for a duration of three (3) days or less, shall be done only after prior notification and consultation with the Union.**
- (b) **For those Employees working forty (40) regular hours per week and more who are not engaged in the areas of work listed above, any changes to their hours of work**

shall be done only **after** prior notification and **consultation** with the Union, excepting changes to the starting time for a duration of three (3) days or less. Changes to their regular days of work may only be done by **mutual** agreement **between** the Parties.

- (c) When an Employee's hours of work per day, or days of work are changed, **his** regular bi-weekly hours of work shall not **be** reduced.
- (d) For the purpose of **this** Clause **(13.05)** any changes to the days and/or hours of work would normally require the use of Appendix B or Appendix C.

13.06 **Working Schedule**

The Employer shall set forth the work schedule of each Department and shall post **this** schedule showing the hours and days of work of Employees in an appropriate place at least two **(2)** weeks in advance.

- (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 **Regional Municipality**. 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.

- (b) If the Employer fails to give the required notice under Clause **13.06** (a) **any Employee required to work** on such short notice shall **be** paid double (2x) **his** regular **rate** of **pay** on the first **shift** on such short notice.

13.07 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.

13.08 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**.

13.09 **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 (½) of the hours he would have been required to work.

13.10 **Standby Service**

Standby Service will be maintained **as** required in the Departments coming within the **scope** of this Agreement. Any Employee requested, in writing, **to** be available for Standby Service shall be deemed to be on standby. In Departments where Standby Service is required, all Employees **deemed** by the Employer, to be suitable for Standby Service shall be on a **standby list** and will be required **to** serve Standby Service in rotating order. Any Employee requesting, in writing, to be on standby shall be considered by the Supervisor **as** to their suitability for Standby Service.

13.11 **Standby Pay**

An Employee **who** is on standby shall **be** paid one dollar (**\$1.00**) per hour for every hour he is on **Standby** Service in addition to any monies he may **be entitled to** on call-out. If **an** Employee is **required to** standby for less than eight (8) hours, he will receive eight (8) hours **standby** pay.

13.12 **Shift Premiums**

All Employees shall receive a **shift** premium of seventy-five cents (**\$0.75**) per hour for all **regular hours worked outside of 7:00 a.m. to 5:00 p.m.**

13.13 **Nothing** in this Agreement shall **be** considered a **guarantee** of **work** or of hours of **work** per day or per week.

ARTICLE 14 - OVERTIME

14.01 **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**

~~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.

(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 **and** one-half (1%)~~off~~ for each hour worked in lieu of the overtime pay. **An** Employee may accumulate up to a maximum of five (5) working days which may be taken consecutively, at a time mutually agreed upon by the Employee **and his** Supervisor.

14.02 **Call Out**

An Employee who **has** completed **his** 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**.

14.03 If any Employee is **required** to work eight (8) or more **consecutive** hours of overtime, he shall receive at least eight (**8**) hours rest before commencing **his** next regular shift **and** failing that, he shall continue to receive double time (2x) for all hours worked until he **has** received eight (8) hours rest.

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

~~Employees~~ shall not **be** required to lay off during regular hours **to** compensate for overtime worked.

14.05 **Overtime Meal Breaks**

An Employee **called** out to work overtime shall be eligible for one-half (**1/2**) 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.

14.06 An Employee **required** to work overtime in **excess** of **two (2)** consecutive hours immediately prior to the commencement of **his** 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** immediate Supervisor.

14.07 **An** Employee **required** to work overtime, following the completion of **his regular** hours of work, which ~~continues~~ in excess of **two (2)** hours **shall** be eligible for **one-half (1/2)** hour **meal** break without loss of pay at **a** time mutually agreed between the Employee **and his** 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.

14.08 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.

14.09 **An** Employee shall be paid a nine dollar (\$9.00) meal allowance for each **meal** break that he is entitled to under **this** Article.

14.10 **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 accepts, declines, or is unavailable shall be deemed to have had his 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 15 - HOLIDAYS

15.01 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

Dominion 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 ***Regional Municipality of Wood Buffalo***.

All permanent Employees, **as well as those** relief **Employees working full-time hours whose term of employment exceed six (6) continuous calendar months, shall be entitled to two (2) personal floater days per year, no more than one (1) to be taken in the first six (6) calendar months, as mutually agreed to between the Employee and the Supervisor.**

15.02 Subject to the balance of **this** Article, all Employees shall receive the recognized negotiated holidays for which they **are** eligible with pay. In the event that **this** is not possible **the** Employee may, at **his** discretion, receive **his normal** holiday pay, **be granted a day off** in lieu with the approval of his Supervisor or have the negotiated holiday added to **his** vacation entitlement. **No** more than five **(5)** negotiated holidays shall be added to an Employee's vacation in any one **(1)** vacation year.

15.03 **Qualification for Payment on Holidays**

In order to **qualify** for holiday payment an Employee must have **been** employed for at least **thirty (30) calendar days** during the twelve **(12)** months **immediately** prior to the holiday. Where an Employee is required to work **a shift which**

ends on the negotiated holiday he shall, in addition to **his** holiday pay, be entitled to the applicable overtime pay for all hours **worked** on that *shift*.

15.04 In order for an Employee to receive holiday pay he must have **worked his last** regularly scheduled shift prior to and immediately after the holiday **unless his** 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.

15.05 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.

15.06 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 16 - VACATIONS

16.01 A permanent full-time Employee shall receive **annual** vacation with pay according to **his** anniversary of employment **as** follows:

Number of Anniversaries of Employment	Length of Vacation
1	2 weeks
2, 3 and 4	3 weeks
5, 6, 7, 8 and 9	4 weeks
10, 11, 12, 13 and 14	5 weeks
15 and over	6 weeks

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.

The above shall **be** lengthened by one (1) work day for every negotiated holiday which **occurs** during the **period** of vacation.

- (a) **Any** Employee leaving the **service** during **the** first year of employment shall be paid four percent **(4%)** of **his** regular earnings for the time worked.
- (b) Any permanent full-time Employee leaving the **service** after having **served** one **(1)** year shall receive **his** pro **rata**

portion of holiday pay computed in accordance ~~with~~ the above schedule.

- (c) All part-time Employees shall be paid the appropriate percentage of the above schedule **based** on their calculated seniority **as** per Article 8 either upon termination of employment or on their anniversary date.
- (d) **All** permanent part-time Employees shall be entitled to either Clause 16.01 (c) above, or the appropriate allotment of **annual** vacation.

16.02 Calculation of Vacation Pay

Vacation pay shall be at the normal rate of pay earned by the Employee during that vacation **period**. Acting or substitute pay are to be disregarded.

16.03 Preference in Vacations

An Employee shall be granted a vacation period subject to the exigencies of the service ~~with~~ preference where practical be given to

accommodate the wishes of the more senior in service,

16.04 Illness During Vacation Period

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

16.05 An Employee who **suffers** the death of a member of **his** immediate family during **his** vacation shall, at **his discretion**, be entitled to Bereavement Leave **as** per Clause **18.05**, and such leave taken shall not **be** considered **as** vacation.

ARTICLE 17 - SICK LEAVE PROVISIONS

17.01 Sick Leave Defined

Sick leave means **the period** of time **an** Employee is absent from work **by** virtue of being sick or disabled, **quarantined as** a result of exposure to a contagious **disease** or under examination or treatment of **a qualified** medical practitioner.

The Parties agree that sick leave payments **are** intended only for protection of the income of Employees who **are** unable **to** work for these **reasons**.

17.02

An Employee ~~having~~ served **thirty** (30) calendar days ~~service~~ shall accrue one and one-half (1%) days per month with pay for sick leave. Any unused sick leave will **accrue** to a maximum of **sixty** (60) days, except that **an** Employee who, at January 1, 1993, ~~has~~ accrued **more than** sixty (**60**) 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 **sixty** (60) days.

An Employee shall not be entitled to sick leave with pay during the first month of service.

For the purpose of accruing sick leave, a permanent part-time Employee shall **accrue** sick leave at 0.07 hours for every hour worked and any unused sick leave will accrue to the benefit of the Employee.

- (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) **Proof of Illness**

An Employee may be required by the Supervisor to produce a **certificate** from a duly **qualified Medical** Practitioner for **any illness of three (3) working days or less** certifying that such Employee is unable **to carry out his duties** due to illness.

Employees absent **from work** due to illness in **excess of three (3) working days** must produce a **Medical** Practitioner's Certificate certifying their inability **to work** on the fourth (~~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 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.

17.03 If an Employee **has** resigned, retired or been discharged and after a lapse of time is re-employed, he is then deemed **to** be a new Employee for the purposes of these regulations except **as** provided by Clause **17.04** or except where the Employee was **discharged** by reason of the abolition of his position, in either of which case **his** sick leave entitlement **after** reinstatement **shall be** based upon **his** total years of employment in accordance with Clause **17.02**.

17.04 ~~Notwithstanding the~~ provisions of Clause **17.02**, any Employee **whose** services are being

continued after he **has** reached retirement age and who **suffers any general illness** that **caused** him 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** absence, **his** pension, if **any**, shall be paid to him.

- 17.05 (a) (i) If an Employee is eligible to receive Workers' Compensation, he **shall** not be allowed leave with pay whilst such compensation is available **to** him. **An** Employee may arrange bridging, up to an **amount** not exceeding his current **annual** leave accrual, to provide him 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.
- (ii) Notwithstanding the generality of Clause 20.02, an Employee who wishes to **retain** benefits coverage

under Article 20 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 **his** sick leave accrual for five **(5)** working days and **shall** have one (1) full day deducted from **his** sick leave **bank** for each day he is unable **to** work.

- (c)** If the absence extends beyond *seven (7) calendar* days, the Employee **shall** on *the eighth (8th) calendar day of absence* apply for Weekly Indemnity, with the Employer's **assistance**. *Allowance will be given for any extenuating circumstances, medically or otherwise, which prevents him from applying on this day. The Employer shall make reasonable efforts to provide the necessary forms to the Employee in an expedient manner.* The Employee shall,

effective the sixth (6th) day of work absence, receive the greater of:

- (i) net pay from ~~Weekly~~ Indemnity and other sources as applicable, after all required deductions, **equal** to the net pay he would normally receive generated by pay for his regular scheduled hours of **work**, or,
- (ii) the **insured** benefit from ~~Weekly~~ Indemnity Insurance, less all **required** deductions,

until his sick leave accrual as defined in Clause 17.02 is exhausted in accordance with Clause 17.05 (e).

- (d) While the Employee is on full net pay from ~~Weekly~~ Indemnity and sick leave accrual, he shall **be** considered on leave **with pay and shall be** entitled to all rights, benefits and accruals under **this** Agreement.
- (e) While receiving full net take home pay **from Weekly Indemnity** and his sick leave

accrual, the Employee's accumulated sick leave **bank** shall decrease by one-third ($\frac{1}{3}$) of a full day's sick leave for each day's absence.

- (f) While ~~the~~ Employee is receiving sick pay, Weekly Indemnity benefits will be assigned to the Employer. After the Employee ~~has~~ used ~~his~~ sick leave accrual, the Employer shall redirect ~~the~~ Weekly Indemnity benefits to the Employee.
- (g) If an illness is such that it **requires an** Employee to be **offwork** longer than one-hundred-twenty (120) consecutive calendar days, the Employee shall apply for Long **Term** Disability with the Employer's assistance.

17.06 **An** Employee who, after a **period** of sick leave 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,

17.07 **A** probationary, relief or temporary Employee who is absent **from** duty through illness for a period of **two (2)** weeks or less, shall have **his**

salary in respect of such absence withheld until **at least one (1) week** after **his resumption of duty**.

17.08 **Illness in the Family**

Where no one at home other than the Employee can provide for the needs during illness of **an** immediate member of **his** family, **an** Employee shall be entitled, after notifying **his Supervisor**, **to use a** maximum of five **(5)** accumulated sick leave **days** per **occurrence** **to** care for the member of the family who is ill.

17.09 **Sick Leave During Lay Off**

When **an** Employee is laid off on account of lack of **work**, **he** shall not **accrue** sick leave credits for the **period** of such absence but shall retain **his** cumulative credit, if any, existing at the time of lay off for such **period** of time that he retains **his seniority**.

17.10 An Employee returning from **an** illness or injury shall return **to his** former position or equivalent position, if he is able or **to** a vacant position which he is able **to perform**.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 **An** Employee shall use a leave of absence only for the purpose for which it was granted.

18.02 **An** Employee on a leave of absence without pay which is in excess of ten **(10)** consecutively scheduled work days or shifts shall retain all **annual** vacation **and** sick leave **accruals** to their credit. Any further accruals **and** *Employer* contributions to the benefit plans shall *cease* for the total **period** of the leave.

18.03 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** 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 *three* **(3)** 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) If **an** accredited representative **of** the Union is **required** to meet with the Employer's representatives, or attend a **meeting** to discuss a grievance during working hours, he shall **be granted** leave with pay subject to suitable arrangements **with his immediate** Supervisor concerning his **own** work responsibilities. The Employee who is grieving shall be **granted** leave with pay to attend such **meeting. This applies to meetings at the Complaint Stage, Stage 1 and Stage 2 and mediation as described in Clause 11.16.**
- (c) Leave **of** absence with pay shall **be** for **those** regular hours the Employee

normally would have worked had he not been required to meet with the Employer.

18.04 An Employee elected **as** a delegate **to** Union conventions, **seminars**, or training **sessions** shall be **granted** leave **of** absence and he shall continue to receive **his 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 immediate Supervisor. *If more than one (1) person, from 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 Supervisor in the affected area. Such leave shall not be unduly withheld*

18.05 Bereavement Leave

A permanent or probationary Employee at **his** discretion shall be granted up to four **(4)** regularly scheduled consecutive **work** days leave without loss of pay for the purpose of attending the funeral in the case of **the** death of a parent,

wife, husband, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent or common-law spouse. Where the burial occurs outside the Province, such leave shall be extended to provide for reasonable traveling time, however, the total leave provided by this Clause shall not exceed five (5) working days.

18.06 At the discretion of the Employer, leave with pay may be granted to a permanent or probationary Employee in the event of critical illness of the Employee's spouse, child or close relative. The Employer may decide that the leave is more appropriate under the provisions of Clause **17.08**.

18.07 **Pallbearer's Leave**

One (1) day's leave shall be granted to a permanent Employee without loss of regular salary or wages to attend a funeral as a pallbearer.

18.08

Witness 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** regular hours of work, shall be allowed the **required** time **off** without loss of **pay** at **his regular rate** of pay, provided that **any** wage replacement or conduct money, exclusive of traveling expenses, paid to the Employee for such **an** appearance **is** given to the Employer.

18.09

Family Leave

Permanent and probationary Employees shall **be** allowed a maximum of five **(5)** working days leave of absence **at** regular pay and without loss of **seniority and** benefits where a **serious** fire or **flood** occurs in the Employee's home.

18.10

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.

18.11 Leave of absence with pay for other matters of **mutual concern** may be made at the Employer's discretion.

18.12 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.

18.13 **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 **shall be** given leave of absence for a **period** of up to two (2) **years** and extended in the event of re-election.

18.14 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 shall be granted leave of absence for the purpose of carrying out the duties of **his 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.

18.15 Maternity Leave

- (a) Maternity leave shall be granted by the Employer to **an** eligible permanent female Employee in accordance With the Parental Benefits provisions of the Employment Standards Code.
- (b) **Maternity** leave shall be governed by the conditions of **Clause 18.02**. An Employee on such leave will not lose **seniority**.
- (c) At the conclusion of maternity leave, **an** Employee may be granted a further leave of absence of up to one **(1)** year if applied for under the provisions of Clause **18.12**.

- (d) When the Employee is absent for more than **six (6)** months on maternity leave, and where the Employee **has failed to notify** the Employer of **an** extension of leave of absence prior **to** such leave being taken, the Employee shall automatically be deemed **to** have **terminated** employment when the **six (6)** month **period** expires.

18.16 **Adoption Leave**

Where a permanent Employee **seeks maternity** leave due **to** legal adoption, the provisions of Clause 18.15 shall apply insofar **as** they may be appropriate.

ARTICLE 19 - PAYMENT OF WAGES

19.01 **Pay Days**

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

Acting Pay

- (a) When an Employee **temporarily substitutes** for a **continuous** period of one (1) hour or more in a higher paying position he shall receive the higher **rate** for **those** hours he works in the higher position. When an Employee is **assigned** to a position paying a lower rate, **his** rate shall not be **reduced**.
- (b) **An** acting position shall be offered to the **most** senior Employee who normally performs the work in the section concerned in **the** Department, who **has** the required qualification to **perform the job to be done**. In the event that there **are** no qualified Employees, or no qualified Employees who are willing to accept the **acting position**, the **Supervisor** may, **at his** discretion, appoint any Employee who is willing, **and** who **has** the ability to **perform the job to be done**.

ARTICLE 20 - BENEFITS

20.01 Eligible Employees upon their first anniversary shall be enrolled into the Local Authorities Pension Plan.

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

- (a) Life Insurance.
- (b) Accidental Death and Dismemberment.
- (c) Dental.
- (d) Alberta Health Care.
- (e) Alberta Blue Cross.

The Employees shall pay one-hundred percent (100%) of the following premium:

- (a) Long Term Disability.

The Employer and Employee shall cost share premiums for Weekly Indemnity, with the Employer paying twenty percent (**20%**) and the Employee paying eighty percent (80%) of the premium.

Any changes to the **Alberta** Blue Cross coverage shall be **subject to** negotiations **between** the Employer and the Union.

ARTICLE 21 - JOB SECURITY

21.01 The Employer agrees to **consult** with the Union **and** to allow **the** Union an opportunity to express **their concerns** and to present alternatives prior to engaging in **any** contracting out where such sub-contracting, transferring, leasing, assigning or **conveying** of the work or **services to** any **person, company** or **non-bargaining** unit Employee could result in any loss of employment or reduction of regular hours on the part of **any** of the Employees covered by **this** Agreement.

21.02 "**Technological** change" includes the introduction by the Employer of a change in **his** work, undertaking or business or **change** in **his** equipment **or** material from the equipment or material previously used **by** the Employer, or a change in the manner in which the Employer **carries** on **his** work, undertaking or business **directly** related to the introduction of such equipment or material. In the event of technological change:

- (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:

- (i) An Employee who is rendered redundant or displaced **from his** job **as** a result of technological change shall have:
 - (a) **An** opportunity to fill any vacancy for which he **has** seniority and which he is able **to perform**, and if there is no vacancy, shall have the right to displace Employees with **less**

seniority provided he is able to perform the job, or

(b) *An opportunity to receive severance pay based on one (1) month's pay for each year of continuous service with the organization.*

(ii) 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.

(iii) 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 22 - CLOTHING AND EQUIPMENT

- 22.01 (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, hard hats, work mitts or gloves, rain capes and equipment with the exception of mechanics tools. In the case of the Arenas and Water Treatment Plant, Employees will be provided with rubber boots.
- (b) Where the conditions of employment require the use of safety footwear, the Employer will subsidize the purchase of C.S.A. approved safety footwear, in the amount of fifty percent (50%) of the full cost to a maximum of fifty dollars (\$50). 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 22.02 (b)*.

22.02

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 Treatment and Transmission, Underground Services, Maintenance, Mobile Equipment and Solid Waste Divisions.

ARTICLE 23 - HE _____ SAFETY

23.01 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**.

23.02

Health and Safety Committee Pay Provision

The Joint Health and Safety Committee shall hold meetings as required to deal with all unsafe, hazardous and dangerous conditions. 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.

23.03

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.

23.04

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 24 - GENERAL CONDITIONS

24.01 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.

24.02 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 25 - NO STRIKE OR LOCKOUT

25.01 It is agreed that during the life of this Agreement, there shall be no **strike**, slowdown 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 26 - PAY LEVELS

26.01 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 Step "D" shown on Appendix "A" for the pay level assigned and will receive **his** increments **as** per Appendix "A." **An** Employee who is promoted will receive **his** increments according **to** Clause 09.04 (b), or if transferred, according to Clause 09.04 (c), or if subject to lay **off**, according to Clauses 10.04 (a) and (b).

The 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 though not attached hereto.

26.02 **Job Descriptions**

The Employer **agrees** to compile job descriptions for all positions within the Bargaining Unit and to present these **job** descriptions **to** incumbents and the Union **as** they are completed.

Revisions to existing **job** descriptions shall **be** undertaken with input from all affected Employees.

Any Employee who *may* feel that there **are** errors or omissions in such **job** descriptions may on their **own** or **with their Steward**, if **they** so desire, **discuss** same **through** the **usual** procedure in an effort to resolve such alleged discrepancies.

26.03 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 Manager of **Human** Resources, the affected Employee's Department Head, **the** Local Union President **and** the affected Employee's Shop Steward, for resolution.

26.04 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 27 - MEMORANDA OF AGREEMENT



27.01 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.

27.02 All existing Memoranda of Agreement and **Letters of Understanding** are considered null and void unless attached to existing Collective Agreement.

ARTICLE

AGREEMENT

28.01 **This** Agreement shall be binding and **remain** in effect from January 5, 1996 to December 31, 1998 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.

28.02 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.

- 28.03 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 29 - RETROACTIVITY

- 29.01 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.
- 29.02 Retroactive pay shall be paid to all Employees who are on the payroll on the day of signing, except **those** Employees whose wages are red circled or whose wages are otherwise frozen. Relief, Temporary, and On Call Employees **on the payroll at the date of signing** shall receive retroactive pay. ***Retroactive pay will befor all regular hours worked January 3, 1997 to July 17, 1997.***

29.03 **Retroactive payment, if applicable shall be made as soon as is practicable following the signing date 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 Weekly Indemnity, Long Term Disability, and Workers' Compensation.**


IN WITNESS THEREOF the Parties hereto have executed these presents duly attested by their proper officers 100 respectively in that behalf.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

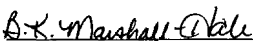
**REGIONAL MUNICIPALITY
OF WOODBUFFALO**



Doug Faulkner
Mayor

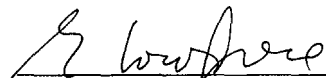


Marcel J. C. Ulliach
Regional Clerk



Brenda Marshall-Hale
Senior Advisor
Human Resources Department

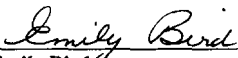
**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1505**



Gilbert Courchesne
President



Maxine Copeland
Vice-President



Emily Bird
Recording Secretary

C.U.P.E. LOCAL 1505 WAGE SCALE

APPENDIX "A"

PAY LEVEL	STUDENT	D (START) Probationary, Temporary, Relief, On Call		C (PERMANENT) Permanent		B (PERMANENT) After One (1) Year		A (PERMANENT) After Two (2) Years		
		Jan. 1, 1998	Jan. 1, 1997	Jan. 2, 1998	Jan. 3, 1997	Jan. 2, 1998	Jan. 3, 1997	Jan. 2, 1998	Jan. 3, 1997	Jan. 2, 1998
		1	10.19	10.99	11.32	12.22	12.58	12.69	13.07	13.19
2	10.59	11.43	11.76	12.69	13.07	13.19	13.59	13.75	14.16	
3	11.01	11.87	12.23	13.19	13.59	13.75	14.16	14.29	14.71	
4	11.47	12.38	12.75	14.29	14.71	14.85	15.30	15.46	15.92	
5	11.92	12.86	13.24	14.71	15.14	15.30	15.92	16.08	16.56	
6	12.39	13.37	13.77	15.14	15.60	15.92	16.56	16.73	17.23	
7	12.90	13.91	14.33	15.60	16.08	16.56	17.23	17.39	17.91	
8	13.41	14.47	14.90	16.08	16.56	16.73	17.39	17.91	18.62	
9	13.96	15.05	15.51	16.56	17.05	17.23	17.91	18.08	18.62	
10	14.51	15.65	16.12	17.05	17.54	17.91	18.62	18.80	19.36	
11	15.08	16.27	16.76	17.54	18.03	18.62	19.36	19.55	20.14	
12	15.68	16.92	17.43	18.03	18.52	19.36	20.14	20.34	20.95	
13	16.31	17.60	18.12	18.52	19.01	20.14	20.95	21.15	21.78	
14	16.97	18.31	18.86	19.01	19.50	20.95	21.78	22.00	22.66	
15	17.64	19.03	19.60	19.50	20.00	21.78	22.66	22.88	23.56	
16	18.36	19.80	20.39	20.00	20.50	22.66	23.56	23.78	24.50	
17	19.09	20.59	21.21	20.50	21.00	23.56	24.50	24.75	25.49	
18	19.84	21.40	22.05	21.00	21.50	24.50	25.49	25.72	26.49	
19	20.65	22.23	22.94	21.50	22.00	25.49	26.49	26.73	27.58	
20	21.46	23.15	23.84	22.00	22.50	26.49	27.58	27.85	28.69	
21	22.34	24.10	24.83	22.50	23.00	27.58	28.69	28.97	29.83	

Notes: For those Employees hired on or after July 26, 1991, Step "B" shall apply after one and one-half (1-1/2) years and Step "A" shall apply after three (3) years.

For those Employees hired prior to July 26, 1991, Step "B" shall continue to apply after one (1) year and Step "A" after two (2) years. In the event of any promotion that is effective after July 26, 1991, Step "B" shall apply after one and one-half (1-1/2) years and Step "A" after three (3) years.

C.U.P.E. LOCAL 1505 WAGE SCALE

PAY LEVEL	STUDENT	D (START) Probationary, Temporary, Relief, On Call	C (PERMANENT) Permanent	B (PERMANENT) After One And One Half (1-1/2) Years	A (PERMANENT) After Three (3) Years
	January 3, 1997	January 3, 1997	January 3, 1997	January 3, 1997	January 3, 1997
1	8.49	9.43	10.05	10.36	10.61
2	8.94	9.93	10.59	10.90	11.17
3	9.41	10.45	11.14	11.47	11.75
4	9.91	11.01	11.74	12.09	12.37
5	10.43	11.59	12.35	12.72	13.03
6	10.98	12.20	13.00	13.39	13.71
7	11.55	12.83	13.68	14.09	14.43
8	12.16	13.51	14.41	14.84	15.19
9	12.80	14.22	15.44	16.04	16.43
10	13.48	14.98	15.94	16.42	16.74
11	14.18	15.76	16.92	17.50	17.88
12	14.93	16.59	17.82	18.43	18.83
13	15.71	17.46	18.76	19.38	19.82
14	16.55	18.39	19.75	20.40	20.86
15	16.72	18.58	20.64	21.48	22.34
16	17.60	19.56	21.73	22.60	23.51
17	18.53	20.59	22.88	23.79	24.75
18	19.27	21.41	23.78	24.74	25.73
19	20.05	22.28	24.75	25.74	26.77
20	20.84	23.15	25.72	26.75	27.82
21	21.69	24.10	26.78	27.85	28.97

Notes: Students hired prior to July 1, 1997 will stay in pay grid "D" on the "A1" scale.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE *REGIONAL MUNICIPALITY OF
WOODBUFFALO*
AND
THE **CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1505****

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 13.06 of the Collective Agreement and that the following Clauses shall replace or be added to the Collective Agreement where appropriate.

- 13.01 (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 13.03 (a).

- 13.03 (a) 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**.
- 13.06 (c) For purposes of **this** Agreement, the *Employer* maintains the sole and exclusive right to adjust the attached 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.
- 13.07 (a) 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.

APPENDIX "B"

Page 3 of 6

14.03 (a) For purposes of this Agreement, if an Employee is required to ~~work more~~ than ten (10) consecutive hours of overtime, he shall receive at least ten (10) hours rest before commencing his next regular shift, and failing that, he shall continue to receive double time (2x) until he has received ten (10) hours rest.

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

Two (2) weeks vacation = eight (8) ten (10) hour shifts = eighty (80) hours.

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.

APPENDIX "B"

Page 4 of 6

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.

- 17.02 (e) 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
sick leave and **any** unused sick leave will
accrue to the benefits of the Employee **to**
a maximum of four-hundred-eighty **(480)**
hours.
- (f) 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 sick leave.
- 18.05 For **the** purposes of **this** Agreement, **a** permanent
or probationary Employee at **his** discretion shall

be granted up to five **(5)** consecutive calendar **days** leave of **absence** without loss of pay for the purpose of attending the funeral in the **case** of the death of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, or common-law spouse. Where the burial **occurs** outside the Province, such leave **shall be** extended by one **(1)** **additional** paid workday, however, the total leave **provided by this Clause** shall not **exceed** nine **(9)** calendar days.

18.07 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.

18.09 For purposes of this Agreement, permanent and probationary Employees shall be allowed a **maximum** of five **(5)** consecutive calendar days leave of absence without loss of pay where a **serious** fire or **flood** occurs in the Employee's home.

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.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE REGIONAL MUNICIPALITY OF
WOOD BUFFALO
AND**

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

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.

- 13.01 (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 13.03 (a).

- 13.03 (a) 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**. 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.

13.05 **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.

- 13.06 (c) For **purposes** of **this** Agreement, the *Employer* maintains the sole and exclusive right to adjust **the** attached 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.
- 13.07 (a) 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.
- 14.03 (a) For purposes of **this** Agreement, if an Employee is **required** to work more than twelve (12) consecutive hours of overtime, he shall receive at least twelve (12) hours rest before commencing his next regular **shift**, and failing that, he ~~shall~~ continue to receive double **time** (2x) until he **has** received twelve (12) hours rest.

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

Two (2) weeks vacation = seven (7) twelve (12) hour shifts = eighty-four (84) hours.

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.

17.02 (e) 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 **sick** leave and any **unused sick** leave will accrue **to** the benefit of the Employee to a maximum of **four-hundred-eighty (480)** hours.

(f) 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 sick** leave.

18.05 **For purposes** of **this** Agreement, a permanent or probationary Employee **at his** discretion shall be granted up **to** five **(5)** consecutive **calendar days** leave of **absence** without loss of pay for the purpose of attending the funeral in the **case** of the **death** of a **parent**, wife, husband, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent or common-law spouse. Where the burial **occurs** outside the

Province, such leave **shall** be extended by one (1) **additional** paid workday, however, the total leave provided **by this** Clause shall not exceed nine (9) calendar days.

18.07 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.

18.09 For purposes of **this** Agreement, permanent **and** probationary Employees **shall be** allowed a maximum **of** five (5) consecutive calendar days leave of absence without loss **of** pay where **a** **serious** fire or **flood** occurs in the Employee's home.

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.



THE REGIONAL
MUNICIPALITY
OF WOOD BUFFALO

July 14, 1991

LETTER OF UNDERSTANDING
BETWEEN

THE REGIONAL MUNICIPALITY OF WOODBUFFALO

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505

FUNDED EMPLOYEES

The *Regional Municipality* and the Union recognize Federal and Provincial programs for job creation.

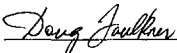
Any such programs shall not involve work that is normally performed by the **Bargaining** Unit and shall not result in the lay-off, reduction of work, remuneration or redundancy of any Union Employees

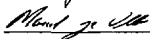
The Parties agree that the terms and conditions of employment shall be determined by the Employer and the Employer **will** provide the Union with all details as to the project, number of funded Employees to be hired, remuneration and term of employment prior to implementation of such programs.

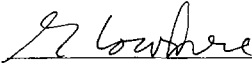
All special funded programs shall be considered by the Union on an individual proposed basis and agreement by the Union shall not be unreasonably denied.

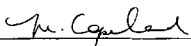
**REGIONAL MUNICIPALITY
OF WOODBUFFALO**

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





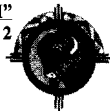




THE REGIONAL
MUNICIPALITY
OF WOOD BUFFALO

ATTACHMENT "III"

Page 1 of 2



LETTER OF UNDERSTANDING
BETWEEN
THE *REGIONAL MUNICIPALITY OF WOOD BUFFALO*
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505

SEVERANCE PAY

This Letter has effect **from date of signing of this Agreement to date of signing of subsequent Agreement.**

An Employee who **has** been notified by the **Employer**, pursuant to Clause 10.03 of the Collective Agreement that he is to be laid off, may opt to accept severance pay **as** provided in this Letter in lieu of exercising his **rights** under the provisions of Article 10.

If **an** eligible Employee **Wishes** to exercise **his** option under this Letter, he **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 Letter**, the Employee shall be paid severance pay **based on two and one-half (2-1/2) weeks payment for each year of continuous service to a maximum of fifty-two (52) weeks.**

In exchange for **this** payment, the eligible Employee waives **his** rights to the provisions of Article 10 and will tender **his** 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 Letter and in all resulting transactions.

**REGIONAL MUNICIPALITY
OF WOOD BUFFALO**

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

Doug Faulkner

R. Lowther

Almond J. Hill

M. Copeland

B.K. Marshall Dale

Emily Bird



MEMORANDUM OF AGREEMENT
BETWEEN
THE REGIONAL MUNICIPALITY OF WOOD BUFFALO
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505

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 13.06 of the Collective Agreement and that the following Clauses shall replace or be added to the Collective Agreement where appropriate.

- 13.01 (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 13.03 (a).
- 13.03 (a) For purposes of this Agreement, the hours of work shall be ten (10) hours per day and average seventy (70) 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**.
- 13.06 (c) For purposes of this Agreement, the Regional **Municipality of Wood Buffalo** maintains the sole and exclusive right to adjust the attached 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.

- 13.07 (a) 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.
- 14.03 (a) For purposes of this Agreement, if an Employee is required to work more than ten (10) consecutive hours of overtime, he shall receive at least ten (10) hours rest before commencing his next regular shift, and failing that, he shall continue to receive double time (2x) until he has received ten (10) hours rest.
- 16.01 (d) For purposes of this Agreement, paid vacation shall be granted on the **same** seniority basis as shown in the Collective Agreement except that:
- Two (2) weeks vacation = seven (7) ten (10) hour shifts = seventy (70) hours.
- Three (3) weeks vacation = eleven (11) ten (10) hour shifts = one-hundred-ten (110) hours.
- Four (4) weeks vacation = fourteen (14) ten (10) hour shifts - one-hundred-forty (140) hours.
- Five (5) weeks vacation = eighteen (18) ten (10) hour shifts = one-hundred-eighty (180) hours.
- Six (6) weeks vacation = twenty-one (21) ten (10) hour shifts = two-hundred-ten (210) hours.
- 17.02 (e) 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 sick leave and any unused sick leave will accrue to the benefit if the Employee to a maximum of four-hundred-twenty (420) hours.

(9) 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 sick leave.

18.05 For the purposes of **this** Agreement, a permanent or probationary Employee at **his** discretion shall be granted up to five (5) consecutive calendar days leave of absence without loss of pay for the purpose of attending the funeral in the case of the death of a parent, wife, husband, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent or common-law spouse. Where the burial occurs outside the Province, such leave shall be extended by one (1) additional paid workday, however, the total leave provided by this Clause shall not exceed nine (9) calendar days.

18.07 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.

18.09 For purposes of **this** Agreement, permanent and probationary Employees shall be allowed a **maximum** of five (5) consecutive calendar days leave of absence without loss of pay where a **serious fire** or flood occurs in the Employee's home.

26.00 For purposes of **this** Agreement, Employees transferring to **Parks** for the summer season shall maintain their rate of pay and work a **shift** of not less than seventy (70) hours bi-weekly. The shift to be worked **shall** be determined by the

Parks Division. Where Employees work a shift of more than seventy (70) hours bi-weekly, all accruals, i.e., sick leave, annual leave, etc., shall be adjusted accordingly.

This Memorandum of Agreement shall remain in effect during the life of the Collective Agreement for Employees working ten (10) hour shifts who average seventy (70) hours bi-weekly. 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.

**REGIONAL MUNICIPALITY
OF WOOD BUFFALO**

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

Doug Faulkner

M. Cochrane

Hand of [unclear]

M. Cochrane