

**COLLECTIVE AGREEMENT**

**between**

**THE REGIONAL MUNICIPALITY OF WOOD BUFFALO**



**REGIONAL MUNICIPALITY  
OF WOOD BUFFALO**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 1505**

***CUPE*** / *Canadian Union  
of Public Employees*

**Expires**

***DECEMBER 31, 2010***

**12222 (05)**

## ALPHABETICAL INDEX

<u>Article</u>	<u>Subject</u>	<u>Page</u>
20	Benefits .....	55
4	Check Off of Union Dues.....	10
22	Clothing and Equipment .....	57
1	Definitions .....	5
12	Discharge. Suspension and Discipline.....	30
6	Employer/Union Cooperation.....	11
9	Filling of Job Vacancies and Staff Changes Within the Bargaining Unit.....	15
24	General Conditions.....	60
11	Grievance Procedure.....	25
23	Health and Safety.....	59
15	Holidays.....	40
13	Hours of Work.....	32
21	Job Security.....	56
10	Lay Offs and Recalls .....	20
18	Leave of Absence.....	49
5	Management Rights .....	11
27	Memoranda of Agreement.....	62
7	Minutes. Agenda and Rules.....	11
25	No Strike or Lockout.....	60
14	Overtime.....	37
26	Pay Levels.....	61
19	Acting .....	54
	Preamble.....	4
2	Recognition.....	8
29	Retroactivity.....	63
8	Seniority.....	11
17	Sick Leave Provisions .....	44

28	Terms of Agreement.....	63
3	Union Security .....	9
16	Vacations.....	42

**NUMERICAL INDEX**

<b><u>Article</u></b>	<b><u>Subject</u></b>	<b><u>Page</u></b>
	Preamble.....	4
1	Definitions.....	5
2	Recognition.....	8
3	Union Security .....	9
4	Check Off of Union Dues.....	10
5	Management Rights.....	11
6	Employer/Union Cooperation.....	11
7	Minutes, Agenda and Rules.....	11
8	Seniority.....	11
9	Filling of Job Vacancies and Staff Changes Within the Bargaining Unit.....	15
10	Lay Offs and Recalls .....	20
11	Grievance Procedure.....	25
12	Discharge, Suspension and Discipline.....	30
13	<b>Hours</b> of Work.....	32
14	Overtime.....	37
15	Holidays.....	40
16	Vacations.....	42
17	Sick Leave Provisions .....	44
18	Leave of Absence.....	49
19	Acting .....	54
20	Benefits.....	55
21	Job Security.....	56

22 Clothing and Equipment..... 57  
23 Health and Safety ..... 59  
24 General Conditions..... 60  
25 No Strike or Lockout..... 60  
26 Pay Levels..... 61  
27 Memoranda of Agreement..... 62  
28 Terms of Agreement..... 63  
29 Retroactivity..... 63

This Agreement made this 4<sup>th</sup> day of June, 2008 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 / - DEFINITIONS**

01.01        Employer - The Municipal Government of the Regional Municipality of Wood Buffalo as represented by the **Chief Administrative Officer**.

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 and be placed on the recall list and eligible for recall to a permanent position under clause 10.07 and 10.08. 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 *Payroll*.

**01.04.06**     Provisional Employee - Provisional Employee shall mean a non-permanent Employee who has completed 1500 hours of service within a 30 month period with the Employer. Less than 100 hours worked within a 9-month period will constitute a break in service.

**01.04.07**     Term Employee - A term Employee shall be defined as one who is hired on a non-permanent basis for a specified term or project. Conditions of employment, including any extension of the term, shall be mutually agreed upon by the Employer and the Union on a case by case basis.

*A Term Employee is entitled to all the benefits and privileges of this Collective Agreement with the exception of Article 10 – Layoffs and Recalls.*

**01.04.08**     Grandfathering - Grandfathering is to the Employee's current position, not the qualifications of the position. Grandfathered Employees applying for other positions need to meet the qualifications of those positions.

**01.04.09**     Exempt Supervisor - *A supervisor who is not affiliated with one of the Municipality's Unions.*

**01.04.10**     Immediate Supervisor - *The next level of supervision that an employee reports to (can be a Union member).*

**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 are committed to improving the workplace by maintaining a work environment for all its Employees/Members which is free from all forms of harassment.

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

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

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

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

03.01 All Employees covered by this Agreement, as a condition of continued employment, shall become and remain Members in good standing of the Union according to the Constitution and Bylaws of the Union. All future Employees shall, as a condition of continued employment, become and remain Members in good standing in the Union within thirty (30) days of employment.

The Union shall notify the Employer the names of persons who are no longer Members in good standing in the Union and the reasons therefore.

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 **Union** dues shall be forwarded to the Secretary-Treasurer of the Union **bi-weekly, following the close of payroll, accompanied by a current list of employee names, addresses, telephone numbers, payroll numbers, regular hours, regular salary, dues deducted and pay level classifications.**

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.

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

Permanent Employee - Seniority is defined as the length of continuous service as a permanent Employee in the Bargaining Unit. Upon successful completion of the required probationary period, permanent Employees shall accrue seniority from the date of hire into a permanent position and shall be used, subject to the balance of the provisions in this Agreement, in determining preference or priority for promotions, transfers, acting positions, lay offs,

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

ProvisionalEmployee - Upon attaining Provisional Status as set out in Article 01.04.06, a ProvisionalEmployee shall be given a seniority date consistent with the date upon which they reached Provisional Status.

The Employer shall maintain a seniority list based on date and provide same to the Union in March of each year.

When a non-permanent Employee attains Provisional Status, they will earn sick leave in accordance with Article 17.02.

#### 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.

***The Employer shall maintain a separate seniority list showing the hours worked of each provisional Employee and the date provisional status was attained.***

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

***Newly hired*** Employees hired into a permanent ***full-time*** position shall be required to serve a three (3) calendar month probationary period from the date of hire ***info that position*** before obtaining permanent status. This may be extended for a maximum of a further three (3) calendar months by mutual agreement between the Employer and the Union.

***A probation period for a permanent part-time position shall be equivalent to the number of hours worked of a similar full-time position.***

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 **during the sixth (6<sup>th</sup>)** week and at the end of the probationary period. In the event that the probationary period is extended, further evaluations in writing shall be done **bi-weekly** 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, temporary and on-call 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, education, 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.

(d) Where a job vacancy falling under the scope of this Agreement is posted under Article 09.01, Provisional Employees may apply their seniority relative to one another.

- (e) **If there are no qualified applicants the job vacancy may be considered for education, training and experience under Article 09.07.**

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, hiring, lay offs, transfers, recalls, and termination of employment regarding positions within the Bargaining Unit.

09.07 **Job Education and Training**

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.

(a) When a permanent Employee successfully applies on a non-permanent posting for training or experience purposes, the Employee's permanent status shall not change. The Employer, at their discretion, may waive all or part of the qualification requirement for this non-permanent posting. Upon completion of the non-permanent position, the Employee shall be returned to his former position without loss of pay, hours of work, seniority and benefits.

(b) ***If there are no qualified applicants for a permanent vacancy the Employer, in consultation with the Union, may repost the vacancy internally for training or experience purposes for all employees; waiving some of the job qualifications. The successful Employee must meet the job qualifications within their probationary or trial period.***

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 willfully 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

*Modified work is defined as work that the Employee has the ability to perform based on their illness or injury.*

*Modified work is planned in consultation with the Employee, Medical Practitioner, Human Resources, the Employee's supervisor, WCB or Insurance Carrier and mutual agreement with the Union provided any medical and/or insurance plan approval is met.*

*This may involve modification to current job duties or an assignment to other work within the organization. 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 *modified work*, 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 Unitwide seniority provided they have the required qualifications to fill the positions available.

10.03 Advance Notice of Lay Off

In the case of lay off, the Employer shall notify all permanent Employees who are about to be laid off twenty (20) working days prior to the effective date of lay off. If the Employee, in such case, has not had the opportunity to work twenty (20) full days after notice of lay off, he 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.
- (k) A Permanent 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 Appendix "G" in lieu of exercising his rights under the provisions of Article 10.**

10.05 The Employer maintains the right to transfer or demote an Employee subject to lay off to another position where the Employee has the required qualifications to fill the position, with due regard for the provisions of seniority as provided for in this Collective Agreement.

10.06 In order that the operations of the Union will not become disorganized when 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 *immediate 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 136 of the Alberta Labour Relations Code (2002 and as amended), 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 verbally, The immediate supervisor shall respond verbally, within two (2) working days.*

*If the Employee is not satisfied with the immediate supervisor's verbal response he shall forward a written complaint to his exempt supervisor or designate with a copy to his immediate supervisor within five (5)*

*working days of the immediate supervisor's response. The exempt supervisor or his designate shall respond in writing within two (2) working days.*

*A grievance shall not be initiated until the Employee's exempt supervisor has been given an opportunity to adjust same, as above, unless otherwise specified in this Agreement.*

*At the Employee's discretion, he may be accompanied by his Shop Steward at any complaint meetings.*

#### 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 a grievance in writing to his *General Manager*. The written grievance must be presented to the *General Manager* within five (5) 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 and a member of the *Grievance Committee*.

The *General Manager* or designate shall within five (5) 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 *General Manager* or designate shall give his decision in writing within five (5) working days after such meeting.

## STAGE 2

*If the grievance is not settled at Stage 1, the Grievance Committee, within five (5) working days of the date of the answer of the General Manager or designate should have been given, may submit the grievance in writing, as detailed in Stage 1, to the General Manager of Human Resources. The General Manager of Human Resources or designate shall within five (5) working days of the submission of the grievance hold a meeting with the Employee, accompanied by a representative of the Grievance Committee. The General Manager of Human Resources or designate shall within ten (10) working days after such meeting state in writing his decision on the matter.*

## STAGE 3

*If the grievance is not settled at Stage 2, 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 General Manager of Human Resources should have been given, but not later.*

*Within the twenty (20) working days of applying for arbitration, the grievance will be submitted to the Chief Administrative Officer or designate for his opportunity to resolve the matter and provide a decision in writing.*

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 misdemeanor, or such act coming to the attention of the **exempt** supervisor.

(b) Where disciplinary action cannot be determined within this time period, the Employer shall inform the Employee and Union in writing within three (3) working days of the committing of the misdemeanor or of such act

coming to the attention of the **exempt** supervisor, of the intent to investigate the matter and that further action may be taken. Such further action must be taken by the **exempt** supervisor as soon as possible and in any event no longer than 180 calendar days of the event commencing the investigation. If no discipline is applied within this time, the notice of investigation is deemed withdrawn.

- (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 commenced 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 personnel 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 break 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) **and/or Appendix "F"** any changes to the days and/or hours of work would normally require the use of Appendix B or Appendix C.

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 **exempt** supervisor as to their suitability for Standby Service.

13.11 Standby Pay

An Employee who is on standby shall be paid two dollars (\$2.00) 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 one dollar, fifty cents (\$1.50) per hour for all regular hours worked outside of 7:00 a.m. to 5:00 p.m. A shift premium of one dollar, fifty cents (\$1.50) per hour, will be paid for all weekend day shifts.

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

13.14 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.

- (a) *When a permanent Employee regularly acts in a higher paid position, hours worked in that position will be used for placement on the wage scale.*

*When the Employee has gained the equivalent of one year of hours worked in that position, and if they are placed on the wage scale below rate "A" of the acting position, at that point they will move to the next step. If they are still below rate "A" on the wage scale, after the second year of equivalent hours worked in the acting position, they will move to the top step of the wage scale.*

*Employees are responsible for tracking and confirming their acting hours in that position. Employees are to ensure acting forms are complete and approved by his exempt supervisor.*

## **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**

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

- (b) Such overtime shall be compensated for at the rate of two times (2x) the normal rate of pay for the work being done.
- (c) An Employee, at the time of work, shall have the option to receive overtime pay or to bank time at one and one-half (  $1\frac{1}{2}$  ) off for each hour worked in lieu of the overtime pay. An Employee may accumulate up to a maximum of five (5) working days or ten (10) working days for permanent full-time Employees with less than one year of service which may be taken consecutively, at a time mutually agreed upon by the Employee and his 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

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

**14.05**      Overtime Meal Breaks

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

**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 (½) 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 an eleven (\$11.00) 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

**Canada** Day

Heritage Day (First Monday in August)

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

## Boxing Day

Any other day proclaimed as a holiday by The Regional Municipality of Wood Buffalo.

All permanent Employees shall be entitled to two (2) personal floater days per year, no more than one (1) to be taken in the first six (6) calendar months, as mutually agreed to between the Employee and the supervisor. Permanent Employees hired after June 30<sup>th</sup> will be entitled to one (1) personal floater for the year.

Relief Employees working full-time hours whose term of employment exceeds six (6) continuous calendar months, will be entitled to the same.

Personal floaters must be taken prior to December 31<sup>st</sup>, and cannot be carried over.

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

***Employees qualify for holiday pay upon their date of hire.***

Where an Employee is required to work a shift which ends on the negotiated holiday he 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 Permanent full-time and Term Employees shall accrue vacation entitlement on a bi-weekly basis according to their anniversary of employment as follows:

Number of Anniversaries of Employment	Length of Vacation (with pay)
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

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

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.

- (a) Permanent and Term Employees leaving the service of the Employer shall be paid the balance of their accrued annual leave.
- (b) Non-permanent Employees shall be paid vacation pay bi-weekly in accordance with Employment Standards.
- (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 in accordance with Memorandum of Agreement, Appendix "E".

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, hired into a permanent position, having served thirty (30) calendar days service shall accrue one and one-half (1 ½ ) 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.

- (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 (4<sup>th</sup>) 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 bank after re-instatement 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, 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 bi-weekly net pay from his annual leave bank**, 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) 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 (8<sup>th</sup>) 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 (6<sup>th</sup>) 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 (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 off work 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

When no one other than the Employee can provide for the needs of an immediate family member who is ill, an Employee is eligible for up to a maximum of five (5) days of sick leave per occurrence to care for the member of the family. Reporting requirements of Article 17.02 a, b, c and d shall apply.

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.

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

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

*year.*

***The Employee must give the Employer reasonable notice and provide proof of attendance. The reporting requirements of article 17.02 a, b, c, d, shall apply.***

## **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 four (4) Employees from the Union will be granted leave with pay for the purpose of attending such meetings on behalf of the Union and that the applicable supervisors will be advised in writing of the names of the elected or appointed Employees at least thirty (30) calendar days prior to the termination date of the Collective Agreement. In the context of the above part days are considered as full days.

(b) 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 11.17.

- (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 **exempt** supervisor. Unusual circumstances (less than ten (10) working days) shall be given consideration. If more than one (1) person, from the same classification or area, is elected to attend a Union convention, seminar, or training session, where their absence may result in an area being unable to provide service, the Union will obtain approval from the **exempt** supervisor in the affected area. Such leave shall not be unduly withheld.

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 **making funeral arrangements and/or** to attend the funeral in the case of the death of a parent, **current spouse**, brother, sister, child, **foster or stepchildren, niece, nephew, aunt, uncle, guardian, legal ward**, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, **grandparent of current spouse** or common-

law spouse. Consideration will be given to providing reasonable traveling time for travel outside the Province.

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 immediate family member. The Employer may decide that the leave is more appropriate under the provisions of Clause 17.08. Such leave will not be unduly withheld. Consideration will be given to providing reasonable traveling time for travel outside the Province.

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 Witnesses and Jury Duty

An Employee who has been subpoenaed to appear in Court **as** a witness or a juror on a working day, during his 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 Emergency 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, Parental and Adoption Leave:

- (a) Maternity leave shall be granted by the Employer to an eligible permanent female Employee in accordance with the Maternity, Parental and Adoption Benefits provisions of the Employment Standards Code.
- (b) Maternity, Parental and Adoption leave shall be governed by the conditions of Clause 18.02. An Employee on such leave will not lose seniority.
- (c) A birth mother may be granted, after the 52 weeks maternity/parental leave a further leave of absence of up to one (1) year if applied for under the provisions of Clause 18.12.
- (d) When the Employee is absent for more than 52 weeks on maternity/parental leave or 37 weeks on parental or adoption leave, and where the Employee has failed to notify the Employer of a request for an extension of leave of absence prior to such leave being taken, the Employee shall automatically be deemed to have terminated employment when their leave period expires.

## ARTICLE 19 - ACTING

### **19.01**      *Acting Opportunities:*

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

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

*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.*

- b)**      *Acting opportunities for fourteen (14) calendar days **or** longer shall be awarded to the most senior, qualified, able and willing employee within the work area.*

### **19.02**      Acting Pay

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.

ARTICLE 20 - BENEFITS

20.01 Eligible Employees upon their **date of hire** shall be enrolled in 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.
- (b) Weekly Indemnity.

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

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



## **ARTICLE 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, CSA approved rubber boots, 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 CSA approved safety footwear (excluding rubber boots), in the amount of seventy-five percent (75%) of the full cost to a maximum of one hundred and fifty dollars (\$150.00). This Clause applies to those Employees who have successfully completed their probationary period. Such Employees will be entitled to summer and winter safety footwear in their first year of employment. Replacement or re-issue shall be in accordance with Clause 22.02 (b).

22.02

Uniforms

- (a) (i) 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.
- (ii) The Employer will supply "uniform bathingsuits" to a maximum of three (3) suits per year for permanent full-time Employees, and two (2) per year to permanent part-time Employees.
- (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 - HEALTH AND 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.
  
- (c)      The Joint Health and Safety Committee shall hold meetings as required to deal with all unresolved, unsafe, hazardous and dangerous conditions.

### **23.02      Health and Safety Committee Pay Provision**

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

### **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, slow-down or similar interruption of service by the Employees, nor shall the Union encourage such action, and further, there shall be no lockout by the Employer.

**ARTICLE 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 09.05 (b), or if transferred, according to Clause 09.05 (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 Should the Regional Municipality experience difficulty recruiting Employees for any position due to the rates of pay required by the marketplace, the Regional Municipality shall have the right to set Out of Schedule rates above the pay rates outlined in Appendix "A" for the position.

The Union will be notified of Out of Schedule positions, pay rates and changes thereto. All incumbents in positions identical to those adjusted due to the market will be moved up to the Out of Schedule wage rate. Increments, if applicable, will be earned in accordance with the schedule of wages. Employees receiving Out of Schedule wage rates will be given **nine (9)** months' notice, in writing, of any reduction or cancellation of the Out of Schedule rates and will be returned to their normal rate in accordance to Appendix "A".

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

26.03      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.

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

26.05      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 28 - TERMS OF AGREEMENT**

28.01 This Agreement shall be binding and remain in effect from **January 1, 2008 to December 31, 2010** 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 ratification, except those Employees whose wages are red circled or whose wages are otherwise frozen. Relief, Temporary, On-Call and Term Employees on the payroll at the date of ratification shall receive retroactive



pay. Retroactive pay will be for all regular hours worked since **December 21, 2007**, to the date of ratification.

29.03 Retroactive payment, if applicable shall be made as soon as practicable following the date of ratification of this Agreement and shall only be paid for the following:

- (a) Actual hours worked.
- (b) Annual leave taken during the period specified above.
- (c) Paid holidays.
- (d) Any other approved leave with pay, except Weekly Indemnity, Long Term Disability, and Workers' Compensation.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

**REGIONAL MUNICIPALITY  
OF WOOD BUFFALO**



Rod Burkard  
CAO

for   
Arlene Guest,  
Labour Relations Manager

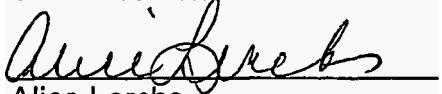
**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1505**



Monty Hillier  
President



Emily Bird  
Vice-President



Alice Lerchs  
Recording Secretary

**LOCAL 1505 WAGE SCALE**

**APPENDIX "A"**

**December 21, 2007**

<b>Pay Level</b>	<b>Student</b>	<b>D (Start) Probationary, Temporary, Relief On Call, Provisional</b>	<b>C (PERMANENT) Permanent</b>	<b>B (PERMANENT) After One (1) year</b>	<b>A (PERMANENT) After Two (2) Years</b>
1	14.56	20.32	22.10	22.78	23.49
2	15.04	20.96	22.78	23.49	24.29
3	15.55	21.59	23.49	24.29	25.05
4	16.10	22.33	24.29	25.05	25.89
5	16.65	22.99	25.05	25.89	26.74
6	17.22	23.74	25.89	26.74	27.65
7	17.84	24.55	26.74	27.65	28.58
8	18.45	25.34	27.65	28.58	29.56
9	19.10	26.18	28.58	29.56	30.54
10	19.76	27.03	29.56	30.54	31.56
11	20.45	27.95	30.54	31.56	32.66
12	21.17	28.87	31.56	32.66	33.82
13	21.92	29.84	32.66	33.82	34.96
14	22.73	30.87	33.82	34.96	36.19
15	23.54	31.91	34.96	36.19	37.45
16	24.40	33.03	36.19	37.45	38.77
17	25.27	34.15	37.45	38.77	40.15
18	26.17	35.33	38.77	40.15	41.56
19	27.16	36.59	40.15	41.56	43.06
20	28.13	37.86	41.56	43.06	44.63
21	29.19	39.24	43.06	44.63	46.23

Wellness Allowance of \$2.30 (\$350/month) has been included in the above noted wages effective December 21, 2007.

**LOCAL 1505 WAGE SCALE**

**APPENDIX "A"**

**December 19, 2008**

<b>Pay Level</b>	<b>Student</b>	<b>D (Start) Probationary, Temporary, Relief On Call, Provisional</b>	<b>C (PERMANENT) Permanent</b>	<b>B (PERMANENT) After One (1) year</b>	<b>A (PERMANENT) After Two (2) Years</b>
1	15.29	21.34	23.21	23.92	24.66
2	15.79	22.01	23.92	24.66	25.50
3	16.33	22.67	24.66	25.50	26.30
4	16.91	23.45	25.50	26.30	27.18
5	17.48	24.14	26.30	27.18	28.08
6	18.08	24.93	27.18	28.08	29.03
7	18.73	25.78	28.08	29.03	30.01
8	19.37	26.61	29.03	30.01	31.04
9	20.06	27.49	30.01	31.04	32.07
10	20.75	28.38	31.04	32.07	33.14
11	21.47	29.35	32.07	33.14	34.29
12	22.23	30.31	33.14	34.29	35.51
13	23.02	31.33	34.29	35.51	36.71
14	23.87	32.41	35.51	36.71	38.00
15	24.72	33.51	36.71	38.00	39.32
16	25.62	34.68	38.00	39.32	40.71
17	26.53	35.86	39.32	40.71	42.16
18	27.48	37.10	40.71	42.16	43.64
19	28.52	38.42	42.16	43.64	45.21
20	29.54	39.75	43.64	45.21	46.86
21	30.65	41.20	45.21	46.86	48.54

Wellness Allowance of \$2.30 (\$350/month) has been included in the above noted wages effective December 21, 2007.

**LOCAL 1505 WAGE SCALE**

**APPENDIX "A"**

**December 18, 2009**

<b>Pay Level</b>	<b>Student</b>	<b>D (Start) Probationary, Temporary, Relief On Call, Provisional</b>	<b>C (PERMANENT) Permanent</b>	<b>B (PERMANENT) After One (1) year</b>	<b>A (PERMANENT) After Two (2) Years</b>
1	16.05	22.41	24.37	25.12	25.89
2	16.58	23.11	25.12	25.89	26.78
3	17.15	23.80	25.89	26.78	27.62
4	17.76	24.62	26.78	27.62	28.54
5	18.35	25.35	27.62	28.54	29.48
6	18.98	26.18	28.54	29.48	30.48
7	19.67	27.07	29.48	30.48	31.51
8	20.34	27.94	30.48	31.51	32.59
9	21.06	28.86	31.51	32.59	33.67
10	21.79	29.80	32.59	33.67	34.80
11	22.54	30.82	33.67	34.80	36.00
12	23.34	31.83	34.80	36.00	37.29
13	24.17	32.90	36.00	37.29	38.55
14	25.06	34.03	37.29	38.55	39.90
15	25.96	35.19	38.55	39.90	41.29
16	26.90	36.41	39.90	41.29	42.75
17	27.86	37.65	41.29	42.75	44.27
18	28.85	38.96	42.75	44.27	45.82
19	29.95	40.34	44.27	45.82	47.47
20	31.02	41.74	45.82	47.47	49.20
21	32.18	43.26	47.47	49.20	50.97

Wellness Allowance of \$2.30 (\$350/month) has been included in the above noted wages effective December 21, 2007.

**APPENDIX "B"**

**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        (b)     For purposes of this Agreement, the hours of work shall be ten (10) hours per day, eighty (80) hours bi-weekly, which shall include three (3) fifteen (15) minute rest periods and one (1) thirty (30) minute meal break normally taken at midpoint of the shift.
- 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 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.

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 purpose of this agreement, a permanent or probationary Employee at his discretion shall be granted up to five (5) consecutive calendar days leave without loss of pay for the purpose of ***making funeral arrangements and/or*** to attend the funeral in the case of the death of a parent, ***current spouse***, brother, sister, child, ***foster or stepchildren, niece, nephew, aunt, uncle, guardian, legal ward***, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, ***grandparent of current spouse*** or common-law spouse. Consideration will be given to providing reasonable traveling time for travel outside the Province.

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.



**APPENDIX "C"**

**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.

**(9)** 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 the purpose of this Agreement, a permanent or probationary Employee at his discretion shall be granted up to five (5) consecutive calendar days leave without loss of pay for the purpose of ***making funeral arrangements and/or*** to attend the funeral in the case of the death of a parent, ***current spouse***, brother, sister, child, ***foster or stepchildren, niece, nephew, aunt, uncle, guardian, legal ward***, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, ***grandparent of current spouse*** or common-law spouse. Consideration will be given to providing reasonable traveling time for travel outside the Province.

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.

**APPENDIX "D"**

**MEMORANDUM OF AGREEMENT**

**between**

**THE REGIONAL MUNICIPALITY OF WOOD BUFFALO**

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

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

## APPENDIX "E"

### MEMORANDUM OF AGREEMENT

between

THE REGIONAL MUNICIPALITY OF WOOD BUFFALO

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505

---

#### VACATION SCHEDULING

##### Introduction

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

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

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

## Principles

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

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

## Suggested Procedure

By the third (3<sup>rd</sup>) Monday in January, Employees would submit their first, second and third preferences for an unbroken vacation period to the Employee's **exempt** supervisor.

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

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

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

Preferential Choice

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

The following example shows how preferential choice works.

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

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

Employees may still have additional vacation available. For instance, in the above scenario,



Senior Employee only utilized three weeks although they might be entitled to six. In such a case, the Employee may request this additional vacation after the "first preference" vacation has been approved. Again, this would be on a seniority basis. This additional vacation may not, however, interfere with vacation blocks already approved.

## APPENDIX "F"

### MEMORANDUM OF AGREEMENT

between

**THE REGIONAL MUNICIPALITY OF WOOD BUFFALO**

and

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

---

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

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

The Municipality will give notice of shift change by April 1<sup>st</sup> to those Employees affected by the potential flood. This Memorandum of Agreement of Understanding recognizes that once Employees have been notified, that continuous notice of shift change has been served to the affected Employees as a result of the potential flood. Only the Employees who are normally utilized for purposes of a flood situation will be served with notice of shift change and they are as follows, in accordance with Article 13.05 of the C.U.P.E. Collective Agreement:

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

- (vi) Utilities Division.
- (vii) Engineering Division.

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

The above noted Employees working forty (**40**) regular hours per week, will be served with notice of shift change that their regular hours and regular days of work will be changed and their shift will be in accordance with Appendix "C." The Employer agrees that no Employee will lose regular pay or regular hours of work as a result of this Memorandum of Agreement of Understanding.

Employees who are not identified under Article 13.05 of the C.U.P.E. Collective Agreement, which are clerical staff and who are working thirty-five (35) regular hours per week, will be served with notice of shift change that their regular hours and regular days of work will be changed and their shift will be in accordance with Appendix "C." The Employer agrees that no Employee will lose regular pay or regular hours of work as a result of this Memorandum of Agreement of Understanding.

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

The Employer agrees to provide the affected Employees with seventy two (**72**) hours notice that they will be returning to their regular days of work and their regular hours of work. If an Employee waives their right to the seventy two (72) hour notice, the Employer will give consideration to this request.

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

## APPENDIX "G"

### MEMORANDUM OF AGREEMENT

between

THE REGIONAL MUNICIPALITY OF WOOD BUFFALO

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505

---

#### SEVERANCE PAY

A Permanent 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 Memorandum of Agreement, 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 Memorandum of Agreement, the Employee shall be paid severance pay based on two and one-half (2½) weeks payment for each year of continuous service to a maximum of fifty two (52) weeks. Part-time Employees service shall be calculated in accordance with Article 8:02.

In exchange for this payment, the eligible Employee waives his 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 Memorandum of Agreement and in all resulting transactions.

**ATTACHMENT "I"**

**LETTER OF UNDERSTANDING**

between

**THE REGIONAL MUNICIPALITY OF WOOD BUFFALO**

and

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

---

**PLAIN LANGUAGE**

During the term of this collective agreement, the Municipality and the Union agree to meet to discuss conversion of the collective agreement to plain language.

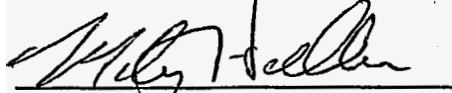
We will continue to convert the entire collective agreement for presentation during the next round of negotiations.

**REGIONAL MUNICIPALITY  
OF WOOD BUFFALO**



Rod Burkard  
CAO

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



Monty Hillier  
President

for   
Arlene Guest  
Labour Relations Manager



Emily Bird  
Vice-president



Alice Lerchs  
Recording Secretary

**ATTACHMENT "I"**

**LETTER OF UNDERSTANDING**

between

**THE REGIONAL MUNICIPALITY OF WOOD BUFFALO**

and

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

---

**84 HOUR BI-WEEKLY AVERAGING EARNINGS**

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

**REGIONAL MUNICIPALITY  
OF WOOD BUFFALO**





Rod Burkard  
CAO

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



Monty Hillier  
President

*for*   
Arlene Guest  
Labour Relations Manager

  
Emily Bird  
Vice-President  
Alice Lerchs  
Recording Secretary



**ATTACHMENT "III"**

**LETTER OF UNDERSTANDING**

between

**THE REGIONAL MUNICIPALITY OF WOOD BUFFALO**

and

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

---

**MULTI-SKILLED WORKFORCE**

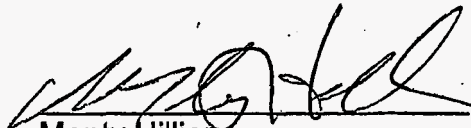
The Municipality and the Union agree to meet to develop the guidelines relative to cross-training and a multi-skilled workforce.

**REGIONAL MUNICIPALITY  
OF WOOD BUFFALO**



Rod Burkard  
CAO

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



Monty Hillier  
President

*for* 

Arlene Guest  
Labour Relations Manager



Emily Bird  
Vice-president



Alice Lerchs  
Recording Secretary

**ATTACHMENT "IV"**

**LETTER OF UNDERSTANDING**

between

**THE REGIONAL MUNICIPALITY OF WOOD BUFFALO**

and


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

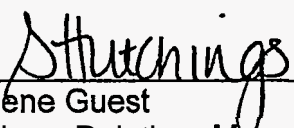
---

**SAFE AND HEALTHY WORKPLACE**

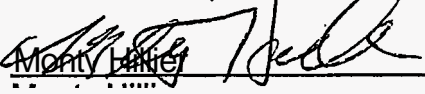
In conjunction with our Municipal Health and Wellness initiatives, the Municipality and the Union are committed to a safe and healthy workplace. As part of these initiatives we agree to research and explore information regarding drug and alcohol programs.

**REGIONAL MUNICIPALITY  
OF WOOD BUFFALO**


  
\_\_\_\_\_  
Rod Burkard  
CAO

for   
\_\_\_\_\_  
Arlene Guest  
Labour Relations Manager

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

  
\_\_\_\_\_  
Monty Baker  
President

  
\_\_\_\_\_  
Emily Bird  
Vice-President

  
\_\_\_\_\_  
Alice Lerchs  
Recording Secretary

**ATTACHMENT "V"**

**LETTER OF UNDERSTANDING**

between

**THE REGIONAL MUNICIPALITY OF WOOD BUFFALO**

and


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

---


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

The Municipality and the Union agree to develop and follow the guidelines of the Exempt Employee Administrative Directive as it relates to COLA (**Cost of Living Allowance**). **The** amount will be set in the Administrative Directive and the Municipality will provide the Union with a nine (**9**) month notice period if the COLA paid is decreased.


**REGIONAL MUNICIPALITY  
OF WOOD BUFFALO**


  
\_\_\_\_\_  
Rod Burkard  
CAO

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

  
\_\_\_\_\_  
Monty Hillier  
President

  
\_\_\_\_\_  
Arlene Guest  
Labour Relations Manager

  
\_\_\_\_\_  
Emily Bird  
Vice-president

  
\_\_\_\_\_  
Alice Lerchs  
Recording Secretary

**GENERAL INFORMATION:**

Union meetings are held on the 2<sup>nd</sup> Wednesday of every month, except July and August.

Where: As per meeting notice

Time: 7:00 PM

Union Hall Phone#: (780) 791-341 ■

Fax#: (780) 791-3011

Internet: cupel505@shaw.ca

The following are **Exempt direct lines** of reporting:

**CAO**

Deputy CAO Division

General Manager Department

Manager Branch

Supervisor Unit/Work Area

The following are **CUPE supervisory positions:**

Planner/Foreman/Coordinator/Team Leader/Analyst/Crew Chief

**GENERAL WAGE INFORMATION:**

Adjustments to wage scales for 2008, 2009 and 2010.

2008	7% + \$2.30	general wage increase (\$2.30 wellness)
2009	5%	general wage increase
2010	5%	general wage increase