

Transit
COLLECTIVE AGREEMENT

- between -

Regional Municipality of Wood Buffalo

- and -

The Canadian Union of Public Employees
Local 1505

CUPE / *Canadian Union
of Public Employees*

July 1, 2013 – December 31, 2018

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This Agreement made this 7th day of January, 2016.

Between:

**Regional Municipality of Wood Buffalo
(hereinafter called the "Employer")**

And:

**The Canadian Union of Public Employees
Local 1505
(hereinafter called the "Union")**

ARTICLE 1 – PURPOSE

The parties acknowledge that the primary purpose of the Employer and Employees is:

- a) To promote and maintain a positive working relationship between the Employer, its Employees and the Union;
- b) To recognize the mutual value of joint discussions and negotiations;
- c) To encourage efficiency in operations; and
- d) To enhance the quality of service provided to the people of Regional Municipality of Wood Buffalo

AND WHEREAS it is now desirable that matters pertaining to the working conditions of Employees are described in a collective agreement;

THEREFORE the Employer and the Union agree with each other as follows:

ARTICLE 2 – UNION

- 2.01 The Employer hereby voluntarily recognizes the Canadian Union of Public Employees, Local 1505, as the sole and exclusive bargaining agent for a unit of RMWB employees as listed in the attached pay schedules.
- 2.02 The Employer agrees that persons outside the scope of the Bargaining Unit shall not perform the work of the Bargaining Unit except in cases of emergency or for the purpose of training.
- 2.03 No Employee presently employed by the Employer within the scope of this Agreement shall lose their employment with the Employer, during the life of this Agreement, as a result of contracting out.

ARTICLE 3 – MEMBERSHIP

- 3.01 All Employees shall, as a condition of employment, be required to pay to the “Union” the regular “Union” dues, whether or not they are members of the “Union”.
- 3.02 The “Employer” is hereby authorized to deduct from the wages of Employees, bi-weekly, the amount of such regular “Union” dues as may be specified, from time to time by the “Union” and pay such deductions to the “Union” on or before the 15th day of the month following. This payment shall be accompanied by a list of names of the employees from whom the deductions were made and of the amount of the deductions. The “Employer” shall also provide the “Union” with a list of newly hired Employees once a month, when necessary.
- 3.03 The Employer shall provide the Union annually with the names, addresses and phone numbers of all Employees.

ARTICLE 4 – LABOUR/MANAGEMENT COMMITTEE

- 4.01 In order to promote harmony and efficiency within Employers operations, the Employer, will recognize a Labour/Management Committee.
- 4.02 The composition of the committee will normally be two (2) Employees and two (2) management members.
- 4.03 The purpose of this committee is to exchange ideas that:
- a) may lead to greater efficiency;
 - b) assist in resolving problems;
 - c) provide a framework for harmonious relations;
 - d) assist in the resolution of complaints, except for grievances where the grievance and arbitration procedures are provided;
 - e) promote and make recommendations in regards to Health and Safety matters;
 - f) deal with other matters which may be within their purview.
- 4.04 The Labour/ Management Committee shall be established within one (1) month of the signing of the Collective Agreement. Such meetings will take place on a quarterly basis during each year.
- 4.05 Deliberations and any recommendations of the Labour/Management Committee shall be of a nature that is not grievable under the terms and conditions of the Collective Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Employer, reserves all rights not specifically restricted by provisions of this Agreement.
- 5.02 The Union recognizes the right of the Employer, to hire, promote and demote, transfer, classify, suspend or otherwise discipline and dismiss any Employees, subject to the right of the Employee concerned to lodge a grievance in the manner and to the extent provided in this Agreement.
- 5.03 The Union further recognizes the right of the Employer, to operate and manage its business, assign work, extra work, over time and to establish and alter from time to time rules, regulations and practices to be observed by the Employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

ARTICLE 6 - DEFINITIONS

- 6.01 "Basic Rate of Pay" shall mean the Wages as set out in Appendix "A" applicable to Employees in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 6.02 "Continuous Service" shall mean the period of employment commencing on the latest date of employment that is not interrupted by termination, dismissal or change in status.
- 6.03 "Operators" shall mean a person covered by this Collective Agreement and employed by Regional Municipality of Wood Buffalo and engaged in operating regular transit and mobility transit buses.
- 6.04 "Employer" shall mean and include Regional Municipality of Wood Buffalo
- 6.05 "Permanent Full-time Employee" shall mean an Employee who has successfully completed the Probationary Period and is working forty (40) or more hours per week.
- 6.06 "Permanent Part-time Employee" shall mean an Employee who has successfully completed the Probationary Period and is working less than forty (40) hours per week.
- 6.07 "Union" shall mean The Canadian Union of Public Employees, Local #1505
- 6.08 "Premium Payments" is defined as the payments paid to Employees under Article 20, Remuneration, Overtime, standby and call out pay.
- 6.09 Spare Board Operator shall mean an Operator who does not receive an assigned shift during the Roster pursuant to Article 11.02. The terms and conditions of the Spare Board Operator are defined in the Spare Board Letter of Understanding in the Collective Agreement.

ARTICLE 7 - PROBATIONARY PERIOD

7.01 All newly hired Employees selected for a permanent position within the scope of this Agreement shall be required to serve a four (4) month probationary period. However, all newly hired Employee may be terminated at any time during the probationary period provided the provisions of the Alberta Employment Standards Code are followed. The Employee will have access to the grievance procedure as outlined in Article 22.

A Part-time Employee who is awarded a permanent position as Full-time Employee shall be required to serve the probationary period of three (3) months.

7.02 An Employee shall be advised in writing of satisfactory completion of the probationary period.

ARTICLE 8 - TRANSFERS, PROMOTIONS & APPOINTMENTS

8.01 A transfer means a lateral move to a different position/classification at the same rate of pay.

8.02 A promotion means a permanent vertical move to a higher paid classification and, similarly, a demotion means a permanent vertical move to a lower paid classification (see 8.07).

8.03 An appointment means a vertical move to a position out of the scope of this Agreement. Such appointees are subject to the policy of Regional Municipality of Wood Buffalo relating to the position and are not subject to the provisions of this Agreement.

8.04 All written applications for employment, transfers, or promotion shall be made to such Officer as Regional Municipality of Wood Buffalo may designate.

8.05 When a vacancy is to be filled within the bargaining unit, such vacancy shall be posted on the Municipality intranet for a period of nine (9) days, and the Union shall be notified in writing. Such postings shall indicate the nature of the position, qualifications (consistent with the position classification), shift (excluding Operators), wage and salary rate.

8.06 In making promotions, permanent transfers and demotions, the determining factors shall be knowledge; education, ability, performance and skills, and where these factors are deemed by the Employer to be relatively equal, seniority shall be the deciding factor. The Employer shall not establish qualifications in an unfair manner.

8.07 All permanent transfers and promotions shall be subject to a trial period. The transferred or promoted Employee will be given a trial period of three (3) months or

such shorter time as the Employer considers suitable in the circumstances in which to demonstrate the Employee's ability to perform the new task satisfactorily. Should such Employee fail to succeed during the above-mentioned trial period, the Employer shall direct the Employee to return to the Employee's former position and rate of pay without loss of seniority. Should an Employee desire to transfer to his former position, he may do so within the trial period.

- 8.08 The Union shall be advised in writing of all permanent full-time staff changes, i.e. transfers, promotions, terminations and lay-offs.
- 8.09 New Operators shall, at their own expense, provide the Employer with a Driver's Abstract. The Employer shall pay for a Driver's Abstract if a current Employee(s) are required to produce a Driver's Abstract.
- 8.10 When an Employee is temporarily assigned to a work classification either higher or lower than his current classification, he shall continue to retain the basic rate of pay for his current classification or the basic rate of pay of the job to which he is temporarily assigned, whichever is higher.
- 8.11 At the request of the Employer, All Employees who are required to attend required course(s), it is understood that the Employer agrees to pay the required fees and to pay for the time spent in attendance at these course(s) at the regular hourly rate.
- 8.12 Employees having to attend mandatory Employer meetings will be paid at the normal hourly rate of pay for all hours in attendance.

ARTICLE 9 – SENIORITY

- 9.01 Seniority is defined as the length of continuous service in the bargaining unit and shall include service with the Employer (Regional Municipality of Wood Buffalo)-prior to the certification of the Union.

Note: upon the date of ratification, all prior service (original date of hire) with the Employer will be recognized as the Employees' seniority/service date and see Letter of Understanding Re: Seniority/application of Seniority

- 9.02 a) Seniority/Service shall be lost for any of the following reasons:
 - (i) Resignation of the Employee in writing;
 - (ii) Discharge for just cause;
 - (iii) If the Employee fails to report for work after lay-off within seven (7) working days of recall after being notified by registered mail. It shall be the duty of the Employee to keep the Employer informed of his current address;

- (iv) If the Employee fails to report for work without permission for a period exceeding three (3) working days; or
 - (v) On the expiration of one (1) year following a lay-off during which time the Employee has not been recalled.
- b) Seniority shall not accrue during an approved leave of absence in excess of thirty (30) days.
- 9.03 a) The Employer shall maintain a seniority list showing each Operator's seniority date. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards annually.
- b) Where two (2) or more Employees commenced work on the same day, preference shall be in accordance with the date of the application for employment.
- c) Seniority shall not apply during the probationary period, however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 9.01.
- 9.04 Where an Employee in the bargaining unit accepts a position with the Employer which is excluded from the bargaining unit, seniority will be forfeited unless the Employee reverts to his former position as per Article 8.07 (three (3) months).

ARTICLE 10 - LAY-OFF

10.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in the work force.

10.02 Notice of Lay-Off

Employees shall receive fourteen (14) working days notice, or pay in lieu thereof, of the Employer's intention to lay-off. A copy of such notice shall be provided to the Union.

10.03 Both parties agree that job security shall increase in proportion to the length of service. Therefore, in the event of lay-off, Employees shall be laid off in reverse order of their seniority provided that those remaining have the required qualifications to fill the positions available.

10.04 Where an Employee does not return to work as required within seven (7) days of being recalled in accordance with Article 10, the employment relationship shall be terminated.

10.05 Employees, who have been laid off for lack of work only, shall be recalled in order of their seniority and no new Employees shall be hired until those Employees, with the required qualifications, who have been laid off, have been given the opportunity of recall.

10.06 a) The right to recall in accordance with Article 10.05 shall continue for a period of twelve (12) months after which time the employment relationship shall be terminated.

b) When employment is terminated in accordance with Article 10, or for any other reason without just cause, the following termination pay shall be payable based on an amount equal to the wages the Employee would have earned if the Employee had worked the applicable termination notice period as follows:

- (i) One (1) week, if the Employee has been employed by the Employer for more than three (3) months but less than one year;
- (ii) Two (2) weeks if the Employee has been employed by the Employer for one (1) year or more but less than three (3) years;
- (iii) Three (3) weeks if the Employee has been employed by the Employer for three (3) years or more but less than four (4) years;
- (iv) Four (4) weeks if the Employee has been employed by the Employer for four (4) years or more but less than six (6) years;
- (v) Five (5) weeks if the Employee has been employed by the Employer for six (6) years or more but less than eight (8) years;
- (vi) Six (6) weeks if the Employee has been employed by the Employer for eight (8) years or more but less than ten (10) years; or
- (vii) Eight (8) weeks if the Employee has been employed by the Employer for ten (10) years or more.

10.07 The Employee will provide the Employer with two (2) weeks written notice when resigning from his position with the Employer.

ARTICLE 11 - HOURS OF WORK - ASSIGNMENT OF ROUTES AND SHIFTS

11.01 The actual hours of operations and routes are subject to the contract between the Employer and the Regional Municipality of Wood Buffalo.

11.02 a) The assignment of rosters (routes and/or shifts) to individual Operators shall be allotted on the basis of Union seniority.

- b) The Employer will post the rosters for sign-up every sixteen (16) weeks where practical and preferably at the start of a new pay period.
- c) Postings will include a general description of duties, hours to be paid, rest days assigned and the rosters number.
- d) In the event there is an adjustment of service or rosters values the Employer may post a new roster sign-up prior to the completion of the sixteen (16) week period.
- e) A copy of the sign-up sheets and rosters will be made available to the representative of the Union on or before the posting of the sign-up.
- f) Rosters must be posted a minimum of three (3) days or longer where practical.
- g) Under no circumstances will an Operator be allowed to change or alter his/her crew selection once it has been signed until the next crew sign-up.

11.03 All Full-time Operators will be eligible to pick a roster based on their individual seniority. The most senior Full-time Operator will pick the first roster and the process will continue until the last Full-time Operator picks his/her roster. Any remaining work will be distributed to Part-time Operators.

11.04 The Parties agree that due to the possibility of adjusting the level of service up or down on short notice, roster changes between roster sign-ups, which affect the hours of roster, will not constitute the necessity of a new sign-up and Operators will continue to perform work on their roster until the next regular sign-up.

The Employer may modify the posted rosters due to unforeseen circumstances, provided that:

- (a) The two (2) consecutive scheduled days off are not altered without the consent of the Union.
- (b) The 'signed' Operator is guaranteed to receive the roster value for the originally selected roster or the updated roster, whichever is greater provided the employee performs the work assigned.
- (c) The modified roster(s) shall be in the same shift as the original roster(s) i.e. an a.m. roster shall remain a.m. and p.m. shall remain p.m.

The parties agree to co-operate in the development of new rosters and to schedule rosters maximizing full time rosters where possible.

11.05 Operators scheduled to work and cancelled at report time, will be paid the roster value at their regular rate of pay.

- 11.06 In order that overtime or extra work for all Employees covered by this Agreement, be fairly and equitably distributed:
- a) The Employer and the Union agree that if sufficient good reason, an Operator who signs for overtime or extra work refuses that work that Operator will be ineligible for further work for the duration of that weekly period;
 - b) The Union and the Employer agree that in the event of an emergency the Employer has the right to select any employee who is available to perform overtime for the purpose of providing continuity of service;
- 11.07 Operator's shall be allowed reasonable bathroom breaks during shifts if required. Operators must notify dispatch and/or a supervisor by reporting when they leave their bus and when they return to the bus.
- 11.08 a) In principle there will be three (3) shifts:
- Day shift,
 - Night shift and
 - Split shift
- b) Employees shall have a minimum of eight (8) hours of rest between shifts.
 - c) Each Employee shall be assigned two (2) consecutive rest days per week where possible.
 - d) Extra work and/or call-ins (other than overtime) piece of work shall be paid a minimum rate of three (3) hours of pay.
- 11.09 Any Employee who is absent from scheduled duties for three (3) consecutive days, without prior approval, will be deemed to have resigned, unless it can be later shown to the Employer that emergency or special circumstances prevented adequate or timely notification.
- 11.10 Operators shall report for their shift/hours of work at the place directed by the Employer and shall go to and from such place on their own time.
- 11.11 a) Operators are not permitted to exchange shifts among themselves, unless:
- (i) the exchange is agreed in writing between the affected Employees; and
 - (ii) prior written approval of such exchange has been granted by the Employer.
- b) Such exchange shall be recorded on the shift schedule.

c) Such exchange shall not be deemed to be a violation of the provisions of this Collective Agreement and

d) Exchanges shall not be subject to any overtime premium pay.

11.12 All Operators are expected to report for duty promptly, in their complete uniform, such that they are fully prepared to begin work at the designated shift start time.

11.13 All Operators assigned to a regular route pursuant to Article 11.02 must report at least seven (7) minutes before each scheduled departure time. For each departure buses must be readied to move at the scheduled time, and specified starting location.

11.14 All Operators assigned to the Spare Board must report at least seven (7) minutes before each scheduled report time.

11.15 All Operators will receive seven (7) minutes pay for each report or scheduled departure time. If Operators do not report within seven (7) minutes before each report or scheduled departure time at the specified starting location, the entire shift will be reassigned.

11.16 All employees, except Transit Operators shall be permitted a break period as per the schedule outlined below:

a) Employees working four (4) or more hours but less than eight (8) hours shall be permitted one (1) fifteen (15) minute break during a shift.

b) Employees working eight (8) or more hours but less than ten (10) hours shall be permitted two (2) fifteen (15) minute breaks during a shift.

c) Employees working twelve (12) hours or more are permitted three (3) fifteen minute breaks during a shift.

ARTICLE 12 - ANNUAL VACATION

12.01 Length of Vacation

An Employee shall receive an annual vacation with pay in accordance with his years of employment on his anniversary date as follows:

- after one (1) year of continuous service – two (2) weeks;
- after three (3) years of continuous service – three (3) weeks;
- after five (5) years of continuous service – four (4) weeks;
- after ten (10) years of continuous service – five (5) weeks;

- 12.02 If a recognized Statutory Holiday falls or is observed during an Employees vacation period he shall be allowed an additional vacation day with pay on some other day as mutually agreed to between the Employee and his supervisor.
- 12.03 Vacation pay for each week of vacation shall be at the Employees regular rate of pay prior to the vacation period.
- 12.04 Each Employee shall submit on a form provided by the Employer, his/her request for vacation to Employer by November 1st of each year and the Employer will post the vacation schedule by January 1st of each year. Conflicts in vacation scheduling shall be settled on the basis of seniority provided the Employee has submitted his vacation request prior to November 1st.
- 12.05 Vacation with pay shall not accrue during periods while an Employee is:
- a) on lay-off;
 - b) on unpaid absence while in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan;
 - c) on a leave of absence;
 - d) on Maternity Leave, Parental Leave or Adoption Leave
- 12.06 Upon termination or resignation, Employees shall receive vacation pay based upon the vacation entitlement earned up to the date of termination.
- 12.07 An Employee shall be entitled to receive his approved vacation entitlement as per Article 12.04, up to three (3) weeks, in an unbroken period. Any vacation in excess of three (3) weeks must have Employer approval to receive the vacation in an unbroken period.
- 12.08 Employees will not be permitted to carry vacation entitlement into the year following the year when it is to be taken, unless by a special request and approval by the Employer. Where an Employee has failed to take his vacation entitlement, the Employer reserves the right to schedule the vacation for the Employee.
- 12.09 The time period that an Employee received Workers' Compensation Board benefits will not reduce the Employee's years of service for the purposes of Article 12.01.
- 12.10 Current Employees who have better Annual Vacation than above shall maintain those vacations until they qualify for the next increment as per the Letter of Understanding and this Collective Agreement.

ARTICLE 13 - NAMED HOLIDAYS

13.01 The Employer recognizes the following as paid holidays:

- | | |
|--------------------|---------------------|
| 1. New Year's Day | 7. August Civic |
| 2. Family Day | 8. Labour Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Remembrance Day | 10. Christmas Day |
| 5. Victoria Day | 11. Boxing Day |
| 6. Canada Day | |

and any other day proclaimed as a Holiday by the Federal, Provincial or Municipal Government.

13.02 An Employee must have worked his scheduled shift immediately preceding and, immediately following the Statutory Holiday except where the Employee is absent due to illness or an approved leave of absence.

13.03 Notwithstanding Article 13.02, while:

- a) on lay-off; or
- b) in receipt of compensation from the Workers' Compensation Board; or
- c) on an unpaid absence during which he is in receipt of weekly Indemnity as provided for by the Long Term Disability Income Insurance Plan; or
- d) on other leaves of absence in excess of thirty (30) calendar days,

An Employee absent from work in accordance with Articles 13.03 a) – d) shall not be entitled to:

- (i) a day off with pay, or
- (ii) payment in lieu thereof,

for the aforementioned Statutory Holidays.

13.04 All Employees shall receive the recognized Statutory Holidays for which they are eligible with pay, or other days with pay in lieu of such Statutory Holidays, providing that they are available for work in accordance with their regular hours of work preceding, during and following the designated day for observance of the holiday.

13.05 Where the Employer recognizes a day off in lieu of the actual Statutory Holiday for the Employee, the Employer shall pay the Employee a regular day's pay at his basic rate of pay with the Employee receiving a day off with pay within (90) days to be taken at a time mutually agreed upon between the Employer and the Employee.

- 13.06 If the Statutory Holiday occurs on a day that is not the Employees regularly scheduled day of work and the Employee is required to work, he shall be paid one and one-half (1½) times his basic rate of pay for each hour worked.
- 13.07 If the Statutory Holiday occurs on an Employees regularly scheduled day of work, and the Employee is required to work, he shall receive one and one-half times (1 ½ x) his basic rate of pay for all hours worked, plus the Statutory holiday pay for that day.
- 13.08 If a Statutory Holiday falls during an Employees vacation, he shall receive an additional day with pay determined in accordance with Article 12.02.

ARTICLE 14 - SICK LEAVE AND LONG TERM DISABILITY

- 14.01 Definition: "Sick Leave" means the period of time an Employee who comes under the terms of this Agreement is absent from work due to bona fide sickness and/or injury that does not come under the provision of the Workers' Compensation Act.
- 14.02 An employee hired into a permanent full time position, having successfully completed their probationary period shall accrue one-half (1/2) day of Health Recovery Leave per month to a maximum of fifty-five (55) days total accrual.
- 14.03 Leave without pay shall be granted when an Employee is absent from work for a short term or extended period of time that is justified by a medical certificate once paid leave is exhausted.
- 14.04 Proof of Illness
- An Employee will be required to produce a certificate from a medical practitioner, on a form provided by the Employer, for any illness or injury, certifying that the Employee was unable to carry out his duties due to such illness or injury for any extended period of illness.
- 14.05 While on Long Term Disability, the Employee shall have the option of continuing their Health Benefit coverage provided the Employee pays the Employer and Employee share of the benefit premiums and these payments must be made in advance for each thirty (30) day (or portion thereof) period off work.
- 14.06 When Employees are aware that they will be absent from work for more than one (1) day, they shall advise the Employer in writing.
- 14.07 Employee, when requested, will submit medical proof of illness for any claim for sick leave in excess of three (3) days
- 14.08 An Employee who is on sick leave is not permitted to be gainfully employed during the period, or to use the approved time off for personal financial gain of any sort.

- 14.09 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.
- 14.10 Failure to report or late reporting may result in an Employee being considered AWOL even if a medical practitioner's certificate is produced later. In considering an Employee being AWOL, etc. for failure to report and/or produce certificates as per the above reporting procedure, allowance will be given for any extenuating circumstances, medically or otherwise, which prevents him/her from reporting on time.
- 14.11 Failure to comply with any of these requisites shall result in loss of pay for the days of absence and progressive discipline up to and including termination.
- 14.12 If an employee is not eligible to receive Workers' Compensation, the employee shall receive full pay from their health recovery accrual and shall have one (1) full day deducted from their health recovery bank for each day he/she is unable to work.
- 14.13 While the employee is on full net pay from health recovery accrual, he/she shall be considered on leave with pay and shall be entitled to all rights, benefits and accruals under this Collective Agreement excluding Housing Allowance provisions.

ARTICLE 15 – WORKERS' COMPENSATION BENEFITS

- 15.01 When an Employee is unable to work as a result of a compensable illness or accident that occurs in the course of his/her work, he/she shall be covered under the Workers' Compensation Act.
- 15.02 The Employer will continue to pay the Employer's share of all applicable benefits (Group Life Insurance and Medical and Dental). While on Workers' Compensation the Employee must make arrangements to pay their share of all benefits.
- 15.03 At the expiration of twenty-four (24) continuous months from the first day of absence as a result of a disability, where an Employee is not capable of resuming work, the employment relationship shall be terminated.

ARTICLE 16 - MATERNITY/ PARENTAL /ADOPTION LEAVE

- 16.01 Maternity and adoption leave benefits shall be granted in accordance with the *Employment Standards Code* of Alberta as amended from time to time.
- 16.02 While an Employee is on maternity leave, no vacation time will accrue, nor will the Employee be eligible for statutory holiday pay or credit.
- 16.03 An Employee must give the Employer at least four (4) weeks written notice of the date on which she wishes to resume employment, or resign.

- 16.04 The Employee will be responsible for all benefits including the Employer's share while on leave.
- 16.05 An Employee who wishes to return to work sooner than six (6) weeks following the actual delivery or pregnancy termination date may be permitted to do so by the Employer after providing a written signed medical certificate from her physician, indicating that she is capable of performing the work and that resumption of work will not jeopardize her health.
- 16.06 If an Employee on maternity leave is unable to resume employment at the expiration of the approved period because of a medical condition of the Employee or the child arising after the delivery date, the Employer may grant the Employee a further period of maternity leave, such period not to exceed three (3) weeks in duration. Under these circumstances, the Employee must provide the Employer with a written signed medical certificate from her physician indicating her inability to resume employment.
- 16.07 If upon expiration of the extended maternity leave an Employee is still unable to resume employment on the next scheduled shift following expiration of the leave, the Employee will be deemed to have abandoned her position.
- 16.08 If an Employee resumes employment following maternity leave, her employment anniversary date remains unchanged.
- 16.09 Upon the Employee's resumption of employment, the Employer will reinstate the Employee in the position occupied at leave commencement, or engage the Employee in alternate work of a comparable nature, with no less than the same salary, entitlements and other benefits as were accrued to the Employee when maternity leave commenced.

ARTICLE 17 - LEAVE OF ABSENCE

- 17.01 When it is necessary for an Employee to make application for leave of absence to perform duties of any office in his local Union or of the parent Union, such request shall have priority over all other applications. A maximum of ten (10) working days per year will be allowed under this Article. The applications must be made in writing to the Employer. During the absence of any Employee on special work of this nature, such Employee shall retain seniority rights. Such time shall be with pay and the Union will be billed for those days.
- 17.02 The Employer agrees that where permission has been granted by the Employer to representative(s) of the Union to leave their employment temporarily in order to carry out business in respect to a grievance, they shall suffer no loss of pay for this time so spent. The Employer shall allow a grievor, and those persons necessary as witnesses, to attend a grievance hearing without loss of regular pay.

17.03 The Employer shall allow a maximum of two (2) Employees leave with pay for purposes of attending collective bargaining negotiations when such negotiations are held during regular working hours. Such time shall be with pay and the Union will not be billed for those hours incurred by one member of the Union bargaining committee. The second Union bargaining committee member shall be with pay and the Union will be billed for those days.

17.04 Leave of absence to an Employee in order to carry out responsibilities incurred by the demise of a relative shall be permitted with pay up to but not exceeding four (4) working days.

For this purpose a relation shall be defined as the Employee's mother, father, brother, sister, wife, husband, common-law spouse (including same gender partner), child or foster child, guardian, mother-in-law or father-in-law, grandparents and the Employee's spouse's grandparents.

17.05 The Employer will grant a leave of absence with pay to an Employee:

- a) who is called for Jury Duty for the purpose of serving on a Jury; and
- b) who is required to appear at Court proceedings when subpoenaed.

The Employee will be required to turn over any pay for the day from the courts or subpoenaing party

17.07 A general leave of absence may be approved by the Employer for an Employee to be absent from work without pay for a definite period of time. Leaves of Absence for an extended bereavement shall not be unreasonably denied.

17.08 All requests for a general leave without pay shall be made in writing to the Employer at least thirty (30) working days in advance of the leave commencing, except in situations of an unforeseen or emergency nature, in which case the Employee's request shall be made as soon as they become aware of the situation which prompted the request for the leave.

17.09 When an Employee is granted a general leave of absence without pay in excess of one (1) month, the Employee shall have the option of continuing their Health Benefit coverage provided the Employee pays the Employer and Employee's share of the benefit premiums and these payments must be made in advance for each thirty (30) day (or portion thereof) period off on leave of absence.

ARTICLE 18 - EMPLOYEE BENEFITS

18.01 Full-time Employees shall be eligible to participate in the Benefits Program after the Probationary Period.

18.02 Group Life Insurance and Long Term Disability benefits are mandatory after the completion of the Probationary Period.

18.03 The Employer shall pay:

- a) Seventy-five percent (75%) of the premium cost for Long-Term Disability Benefit Plan;
- b) Seventy-five percent (75%) of the premium cost for the Vision Plan;
- c) Seventy-five percent (75%) of the premium cost for the Dental Plan;
- d) Seventy-five percent (75%) of the premium for the Alberta Health Care Plan;
- e) Seventy-five percent (75%) of the premium for all Employees for the Group Life Insurance Plan;
- f) Seventy-five percent (75%) of the premium for the Group Health Plan; and
- g) One-hundred percent (100 %) of the premium cost for the Employee Assistance Program.

The Full-time Employees shall pay

- a) Twenty-five percent (25%) of the premium cost for Long-Term Disability Benefit Plan;
- b) Twenty-five percent (25%) of the premium cost for the Vision Plan;
- c) Twenty-five percent (25%) of the premium cost for the Dental Plan;
- d) Twenty-five percent (25%) of the premium for the Alberta Health Care Plan;
- e) Twenty-five percent (25%) of the premium for all Employees for the Group Life Insurance Plan;
- f) Twenty-five percent (25%) of the premium for the Group Health Plan; and
- g) Zero percent (0%) of the premium cost for the Employee Assistance Program.

18.04 The coverage described in Article 18 is currently provided through Sun Life. The Employer reserves the right to change plans and insurers provided the level of coverage does not fall below current levels.

18.05 The decision to extend coverage for any particular claim rests exclusively with the benefit provider and, where the Employer has complied with all of their requirements regarding a claim, such decision will not be the subject of the Grievance or Arbitration process.

18.06 If the Employer receives an E.I. Premium Reduction, this reduction and/or rebate shall be applied to the Employer's benefit plan.

18.07 Eligible Employees will be enrolled in the Local Authorities Pension Plan following the completion of their probationary period.

ARTICLE 19 - WORKING CONDITIONS

19.01 Safety

- a) The safety and health of all Employees is a prime consideration in the operation of the Employer. It is the intention of the Employer, through the full participation and support of the Union and Management, to establish and maintain effective programs to prevent and reduce Employee injury.
- b) The parties agree that safety regulations are necessary and conformance with such regulations shall be a condition of employment.
- c) Employees shall not operate vehicles which are not in safe condition. It shall not be cause for discipline if an Employee refuses to operate any vehicle that has safety defects. It shall be the duty of the Employee to report promptly, in writing, to the Company, on all defects in equipment.

19.02 The Employer will continue to supply current uniform (as listed below), specialty equipment and other requirements for specific work that were in place prior to the certification of the bargaining unit.

Permanent regular Full-time Operators:

- 2 pairs of Trousers
- 5 shirts – (short or long sleeves)
- 2 ties
- 1 sweater
- 1 three-in-one jacket
- 1 wind pants
- 1 toque (winter hat)

Permanent regular Part-time Operators:

- 1 pairs of Trousers
- 2 shirts – (short or long sleeves)
- 1 ties
- 1 sweater
- 1 three-in-one jacket
- 1 wind pants
- 1 toque (winter hat)

19.03 The Employer will make contribution toward the purchase of footwear for all Operators to a maximum of seventy-five (\$75.00) per calendar year upon submission of proof of purchase for.

ARTICLE 20 – PAY AND WORK CONDITIONS

20.01 Classification of Wages – Schedule A

As set out in Schedule “A”

NOTE: the wage cut-off will be the second Thursday and there will be a one (1) week waiting period. Employees shall be paid on every second Thursday.

20.02 Overtime

- a) When an Employee works more than eight (8) hours per day or forty-four (44) hours per week - all time worked over this period shall be considered overtime.
- b) All overtime shall be paid at the rate of one and one half (1 1/2 x) times for all hours worked.
- c) Any overtime worked on a Statutory Holiday shall be paid at the rate of one and one half (1 1/2 x) times for all hours worked.
- d) In the event of an Employee being called upon to work on his days off, he shall be paid one and one half (1 1/2 x) times for hours so worked in excess of the weekly maximum of 44 hour per week.
- e) No Employee shall be required to take time off in lieu of overtime except where the Employer and the Employee have reached mutual agreement on the taking of lieu time off. Time off in lieu shall be at the appropriate overtime rate. A leave request form shall be submitted to the Employer for approval.
- f) Overtime opportunities other than those allocated through the Spare Board Letter of Understanding will be offered to able and qualified employees who normally perform the work according to a rotating list in order of seniority.

20.03 Call-out

Call-out occurs when an Employee is called back to the worksite and is required to work after the completion of his regular shift on that day for each call.

20.04 There shall be no pyramiding of premiums as defined in Article 20

20.05 Temporary Assignment

Initial Training and additional/ongoing training

- a) The Employer shall provide the initial training to all new Operators prior to assigning them on transit routes. The training shall be paid at the training rate of eighteen dollars (\$18.00) per hour for all hours spent on training.
- b) In the event an Operator is required to attend a seminar or training course the Operator shall be paid at their regular rate of pay per hour for all hours in attendance.

20.06 As set out in Schedule "A"

All Employees shall have their pay directly deposited to an account of the Employees choice in a bank or other financial institution every second Thursday.

ARTICLE 21 - WARNING NOTICES AND DISCIPLINE

- 21.01 All discipline shall be issued in a timely manner. Depending on the nature and circumstances of an incident, discipline will normally be progressive and bear a reasonable relationship to the violation.
- 21.02 When an Employee is to be disciplined or dismissed by the Employer, the Employee shall be advised they have the right to have a Union Officer present.
- 21.03 An Employee shall be given written particulars of a written warning, suspension or discharge. No letter of discipline may be placed on an Employee's personnel file without the Employee's knowledge. Copies of all warning notices or notices of discharge, suspension or other discipline shall be provided to the Union within five (5) working days of the notice, indicating the nature of the cause for the disciplinary action.
- 21.04 Upon expiration of twenty-four (24) months from the date of a letter of discipline, the letter shall be removed from the Employee's personnel file.
- 21.05 No Employee shall be disciplined or dismissed without just cause. Certain infractions and serious incidents may warrant foregoing progressive discipline. In such cases, the Employee could face immediate suspension or termination with no preliminary warnings being issued. Where an Employee has been dismissed, the first step of the grievance procedure shall be omitted and the grievance shall commence at Step 2.
- 21.06 With forty-eight (48) hours' notice, an Employee has the right to view and receive at their request a copy of his personnel file in the presence of the Employer.

22

ARTICLE 22 - GRIEVANCE PROCEDURE

22.01 A grievance is defined as any difference arising out of the interpretation, administration, application or alleged violation of this Agreement.

22.02 The time limits specified in this grievance procedure shall not include Saturdays, Sundays and Named Holidays. Time is of the essence, although the time limits may be extended by the consent of both parties in writing.

22.03 Authorized Representatives

The grievor shall be present at each step of the grievance procedure, and shall have the assistance of a Union representative at any time during the grievance and arbitration procedure.

22.04 Mandatory Conditions

a) Should the Employee or the Union fail to comply with any of the time limits specified in the grievance procedure, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.

b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed in writing to extend the time limits.

c) During any and all grievance proceedings, the Employee shall continue to perform duties, except in cases of suspension or dismissal.

d) A suspension or dismissal grievance shall commence at Step 2.

22.05 The grievance shall be in writing, and must include a statement of the following:

a) The name(s) of the aggrieved;

b) The nature of the grievance and the circumstances out of which it arose; and

c) The remedy or correction the Employer is requested to make.

22.06 An earnest effort shall be made to settle grievances fairly and promptly in the manner described.

Step 1

An Employee who has a grievance shall, within ten (10) working days of the date of the occurrence which lead to the grievance, discuss the matter with the appropriate Supervisor and attempt to resolve the grievance at this stage. The Supervisor shall

advise the Employee of their decision, in writing, within ten (10) working days of the Employee first making them aware of the matter. In the event that it is not resolved to the satisfaction of the Employee, it may be advanced in accordance with the following steps.

Step 2

If the decision of the Supervisor does not settle the grievance, the Union and Employee must, within ten (10) working days from the day that the decision was received by the Union, appeal the decision in writing to the Operations Manager and such appeal shall specify the full particulars of the grievance and the remedy requested. The Operations Manager shall hold a hearing within ten (10) working days of the day that the Operations Manager received the grievance and a written decision on the grievance, together with the reasons shall be given to the Union within ten (10) working days of the hearing.

Step 3

Failing settlement at Step 2, the grievance may be processed to Arbitration as described.

22.07 The Union shall have the right to originate policy grievances which are not of an individual or group nature, but which are applicable to all Employees covered by the scope of this Agreement. A Union policy grievance or a discharge grievance shall comply with all the provisions of the grievance procedure, except that these types of grievances shall be initiated in writing at Step 2.

ARTICLE 23 – ARBITRATION

23.01 Either party wishing to submit a grievance to arbitration shall, within ten (10) days of the receipt of the Employer CAO's decision of the grievance procedure, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of a single Arbitrator.

23.02 Within ten (10) days of receipt of notification provided for as above, the party receiving such notice shall:

- a) inform the other party of the name of its appointee to the Arbitration Board; or
- b) arrange to meet with the other party in an effort to select a single Arbitrator. Where agreement cannot be reached on the principal, and/or selection of a single Arbitrator, an Arbitration Board shall be established.

23.03 Where appointees to the Board have been named by the parties, they shall within ten (10) days endeavour to select a mutually acceptable Chairman of the Arbitration Board. If they are unable to agree upon the choice of a Chairman, application shall be made to

the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the Labour Relations Code.

- 23.04 The Arbitration Board shall hear and determine the difference and shall issue an award, in writing, and the decision is final and binding upon the parties and upon the Employees affected by it. The decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority the decision of the Chairperson shall be the decision of the Board.
- 23.05 The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.
- 23.06 Each of the parties to this Collective Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the two (2) parties to the dispute.

ARTICLE 24 – CLASSIFICATION

- 24.01 Where the Employer creates a new classification of Employees - which is not included in this Agreement, or where the duties of an existing classification are substantially altered so as to change the nature of the work being performed, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the classification in question, the dispute shall be submitted to the Grievance and Arbitration Procedure at Step 2 of the grievance procedure. The final rate of pay as agreed upon or as determined by an Arbitration Board shall be retroactive to the date of appointment to the new classification.
- 24.02 A copy of the current job description for each classification in the bargaining unit shall be supplied to the Union and a copy of the applicable job description to all existing Employees within thirty (30) days of the signing of this Agreement. All new Employees shall be provided a copy of the applicable job descriptions when they are hired.

ARTICLE 25 - TERM OF AGREEMENT

- 25.01 Except where otherwise stated in this Collective Agreement, all articles of this Collective Agreement are retroactive to **November 19th 2015**. This Collective Agreement shall be in full force and effect from and after the date upon which the Employer and the Union exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including **December 31, 2018** and from year to year thereafter unless notice of the desire to amend the Collective Agreement is given in writing by either party to the other party not less than sixty (60) days, nor more than one hundred twenty (120) days prior to **December 31, 2018**.

25.02 Where notice to amend this Collective Agreement is given, this Collective Agreement shall remain in full force and effect until a new Collective Agreement has been executed, the right of the bargaining agent to represent the Employees is terminated, or a strike or lockout commences under the provisions of the Alberta Labour Relations Code.

25.03 There should be no strike or lockout during the term of this Collective Agreement.

25.04 If neither party submits notice as per clause 25.02, this Agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given within the aforementioned thirty (30) to one hundred and twenty (120) days in a subsequent year.

ARTICLE 26 - GENDER NEUTRAL LANGUAGE

26.01 Where the singular or masculine is used in this Agreement, these shall be construed as plural or feminine as the context requires.

ARTICLE 27 – NOTICE TO UNION

27.01 The Union shall be notified of all hiring, lay-offs, transfers, recalls and terminations of employment of Employees monthly, with the exception of casual Employees.

ARTICLE 28 – NO DISCRIMINATION OR HARASSMENT

28.01 The Employer and the Union shall not discriminate against any Employee on the basis of race, religious beliefs, gender, sexual orientation, color, mental disability, physical disability, marital status, age, ancestry or place of origin of that person. The Employer shall not discriminate against any of its Employees on account of political beliefs nor by reason of their membership or activity in the Union.

28.02 The Employer shall provide a workplace free of harassment, including personal, sexual or workplace, coming from unwelcome physical, verbal or non-verbal conduct that demeans, belittles or causes personal humiliation or embarrassment.

Benefit and Binding


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

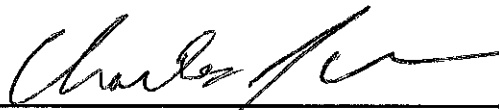

In witness thereof the parties hereto have caused this agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals on the day and year first above-mentioned.

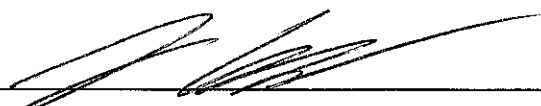
IN WITNESS WHEREOF the Regional Municipality of Wood Buffalo has here unto caused its corporate seal to be affixed under the hands of its duly authorized Officers and the Union has caused this instrument to be executed by its Proper Officers hereunto authorized, the day and year written below.

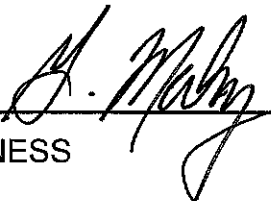

SIGNED, SEALED AND DELIVERED) REGIONAL MUNICIPALITY OF WOOD

in the presence of:) **BUFFALO**

)
)
) Per: 
)
) MAYOR

)
WITNESS) Per: 
)
) CHIEF LEGISLATIVE OFFICER

)
) **CANADIAN UNION OF PUBLIC**
) **EMPLOYEES, LOCAL 1505**
)
)
) Per: 
)
) PRESIDENT

)
WITNESS) Per: 
)
) VICE PRESIDENT

SIGNED THIS 7th DAY OF January, 2016

Appendix "A"- WAGES

POSITION	January 1st 2016		January 1st 2017		December 31st 2017	
	Start Rate First 12 Months	Full Rate After 12 Months	Start Rate First 12 Months	Full Rate After 12 Months	Start Rate First 12 Months	Full Rate After 12 Months
Hostler	\$28.88	\$33.98	\$32.39	\$38.10	\$35.90	\$42.23
Labourer, Shelter Maintenance	\$30.37	\$35.73	\$33.72	\$39.67	\$37.06	\$43.60
Customer Service Representative	\$30.97	\$36.44	\$34.02	\$40.02	\$37.06	\$43.60
Transit Technician	\$32.48	\$38.21	\$36.05	\$42.41	\$39.63	\$46.62
Transit Operator (Conventional & Specialized)	\$32.48	\$38.21	\$36.05	\$42.41	\$39.63	\$46.62

LETTER OF UNDERSTANDING
BETWEEN
Regional Municipality of Wood Buffalo
(the "Employer")

and


THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505
(the "Union")



Re: Vacation and/or Other Entitlements

It is agreed and understood between the Parties that those Employees who, prior to the ratification of the Collective Agreement and Certification of the Union, had been provided with vacation entitlement or other entitlements in excess of that set out in the Collective Agreement will maintain their entitlement until such time as they qualify for an increase to those entitlements.

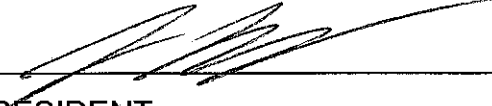
SIGNED, SEALED AND DELIVERED) **REGIONAL MUNICIPALITY OF WOOD**

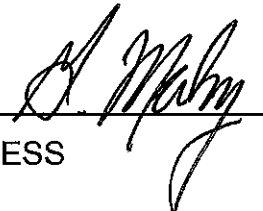
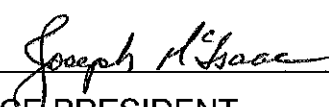
in the presence of:) **BUFFALO**

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) Per: 
) MAYOR

)
) Per: 
) CHIEF LEGISLATIVE OFFICER

WITNESS

)
) **CANADIAN UNION OF PUBLIC**
) **EMPLOYEES, LOCAL 1505**
)
) Per: 
) PRESIDENT

)
) Per: 
) VICE PRESIDENT

WITNESS

SIGNED THIS 7th DAY OF January, 2016

LETTER OF UNDERSTANDING
BETWEEN

Regional Municipality of Wood Buffalo
(the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505
(the "Union")

Re: Prior Seniority

It is agreed and understood between the Parties that those Transit Operators who, prior to the ratification of the Collective Agreement and Certification of the Union, had been Employed by Diversified Transportation Ltd. Shall have their past seniority recognized for bidding purposes only and shall not be used for other service related benefits or entitlements.

Transit Operator seniority within TOK Transit Alberta, Fort McMurray Division was assigned in the following manner:

- Existing full time operators with TOK Transit divisions relocating to Fort McMurray for service commencing July 1, 2013 were assigned top seniority determined by their date of hire with TOK Transit.
- Selected Incumbent Diversified Operators committed for service commencing July 1, 2013 were assigned seniority behind the existing full time TOK Operators in their pre-existing Diversified sequential order. Seniority was adjusted to close gaps between those selected and not selected.
- New operators to both TOK Transit and Diversified in the early part of 2013 were merged and given seniority based on their start date with either company behind the incumbent Diversified operators.
- New TOK Transit hires commencing training May 2013 and forward, in both Ontario and Alberta, for service in Fort McMurray were assigned seniority based on their training start date with TOK Transit Alberta.
- All new current hires incumbent or otherwise are given seniority based on their current training start date with TOK Transit Alberta.
- In situations where two or more new hires commence training on the same date, a lottery process will be used to determine seniority.

SIGNED, SEALED AND DELIVERED) REGIONAL MUNICIPALITY OF WOOD

in the presence of:) BUFFALO

)
) Per: [Signature]
) MAYOR

[Signature]
WITNESS) Per: [Signature]
) CHIEF LEGISLATIVE OFFICER

) CANADIAN UNION OF PUBLIC
) EMPLOYEES, LOCAL 1505
)
) Per: [Signature]
) PRESIDENT

[Signature]
WITNESS) Per: [Signature]
) VICE PRESIDENT

SIGNED THIS 7th DAY OF January, 2016

LETTER OF UNDERSTANDING

BETWEEN

**Regional Municipality of Wood Buffalo
(the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505
(the "Union")**

Re: Housing Allowance:

It is agreed and understood between the Parties that the Housing allowance will be paid to all regular permanent Employees at the commencement of employment and as per the Seniority article of this Collective Agreement.

Part-time Employees are not entitled to the housing allowance


Employees who are absent from work, for a period greater than thirty (30) days will cease to be eligible to receive the housing allowance for the remainder of their absence

The housing allowance will be paid on the last pay day of each month.


The housing allowance shall be \$1250.00 per month and shall be effective July 1, 2013 and shall continue for the term of the Collective Agreement.

This letter of understanding will expire and no longer be effective January 1st 2018


SIGNED, SEALED AND DELIVERED) REGIONAL MUNICIPALITY OF WOOD
in the presence of:) BUFFALO

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) Per: 
) MAYOR

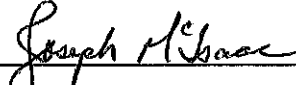

WITNESS

)
) Per: 
) CHIEF LEGISLATIVE OFFICER

)
) CANADIAN UNION OF PUBLIC
) EMPLOYEES, LOCAL 1505

)
) Per: 
) PRESIDENT


WITNESS

)
) Per: 
) VICE PRESIDENT

SIGNED THIS 7th DAY OF January, 2016

LETTER OF UNDERSTANDING

BETWEEN

Regional Municipality of Wood Buffalo
(the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505
(the "Union")

Re: Cost of Living Allowance (COLA Guidelines):

This letter of understanding will become effective January 1st 2018

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

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

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

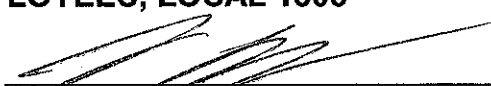
SIGNED, SEALED AND DELIVERED)
in the presence of:)

REGIONAL MUNICIPALITY OF WOOD
BUFFALO

Per: 
MAYOR

Per: 
CHIEF LEGISLATIVE OFFICER

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1505

Per: 
PRESIDENT

Per: 
VICE PRESIDENT


WITNESS


WITNESS

SIGNED THIS 7th DAY OF January, 2016

LETTER OF UNDERSTANDING
BETWEEN
Regional Municipality of Wood Buffalo
(the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505
(the "Union")

Re: Spare Board

It is agreed and understood the Spare Board will be used as per the following terms and conditions:

Transit Operators in order of Seniority within their transit type (Conventional/Specialized) will have the choice of selecting a regular shift or Spare Board for the period of the roster signup (Depending on what is available).

If Transit Operator(s), in order of seniority (Conventional/Specialized) picks a regular shift roster, they become a regular shift Operator for the duration of the roster signup. A roster is a compilation of shifts that make up a week's work organized by the Employer, which will be repeated weekly, with the exception of Holidays, for the duration of the Roster Pick.

If a Transit Operator picks or is forced on to the Spare Board for their transit type, they will remain on the Spare Board for the duration of the Roster Pick.

All Regular Shift Operators will be given the opportunity to identify if they are interested in extra work (AM & PM Reports & Extra Shifts) during the pick process.

All Rosters must be picked prior to implementation of any Roster Schedule. Spare Board Transit Operators will fill all remaining shifts in order of their position on the Spare Board list each day.

All Open shifts will be filled by the Spare Board. As well, all known vacations will be assigned to the Spare Board.

The Spare Board list will revolve by means of one (1) Operator dropping to the foot of the list each day. One (1) Spare board Operator will be marked to report each day, fifteen (15) minutes prior to departure time of the first bus, and they will be paid to the time of taking out a regular shift. Should this Spare Board Operator not receive a regular shift, they will be entitled to three (3) hours pay for reporting. If the Spare Board Operator is sent home after three hours without work, the Employer may give them a P.M. report time which could make them eligible for a subsequent shift.

When a Spare Board Operator is late for their report, the next Operator entitled to the work at the Transit Center will be called and the Operator late for their report will not be called until all other eligible Spare Board Operators have been called. If late for a shift there is no guarantee of any hours.

1. The order of markup for the Spareboard is as follows:

- a) Day Shifts
- b) A.M. Reports
- c) Late Starting Day & Night Shifts (After 9:30 A.M.)
- d) P.M. Reports

Note: *On weekdays, A.M. reports will be filled to the point where only enough Spareboard Operators remain to fill the open night shifts and P.M. reports.*

2. All the work will be dispatched by time out with the exception of the report Operators required to cover for unexpected absences and these operators will assume their appropriate piece of work, according to their seniority position of the day, at the earliest opportunity.

Note: *Standby assignments, for Spareboard purposes is to be considered a piece of work and will be assigned on an "as required" basis and at the discretion of the Dispatcher.*

3. The senior A.M. report Operator who does not receive a full day shift, shall maintain his/her position on the list for first eligible piece of work.

4. Should part of an A.M. shift come open, the first senior A.M. report Operator not receiving a full day shift, at that location, shall accept same until relieved or completed.

5. * A.M. report Operators who receive a piece of work or extra terminating before 12:15 P.M. will hold their position on the list for a P.M. report.

* A.M. report Operators who receive a complete shift which terminates before 12:15 P.M. will not hold their position on the list for a P.M. report.

* If relief occurs after 12:15 P.M., he/she shall retain their seniority position with respect to the piece of work they received.

6. When pieces of work and standby positions are to be dispatched at the exact same time, the pieces of work will be dispatched prior to the standby positions.

7. a) Spareboard Operators who are marked up on 12:15 P.M. report and/or receiving their initial piece of P.M. work is to indicate their work preference for additional work. For clarification, the letter "W" on the markup sheet means "extra work" and the letters "DW" on the markup sheet means "extra work ending by 8:00 P.M."

b) Spareboard Operators who are marked up on 3:00 P.M. report as their initial report are deemed to be a "W".

8. Every effort will be made by the Dispatcher/Controller to notify the Spareboard Operator at least one hour prior to the completion of his/her assigned work, that they have extra work that day. Otherwise, it is the Operator's responsibility to check with the Dispatcher/Controller to see if there is extra work.

9. If it is necessary to call Operators in to fill A.M. reports, the order in which they shall be called is as follows:

- a) Spareboard Operators in order of seniority marked up on late starting day shifts (beginning after 9:30 A.M.).
- b) Spareboard Operators on qualified night shifts
- c) Regular Operators on late starting day shifts or qualified night shifts and are on the extra work list called by rotation.
- d) Regular Operators on their day off.

11. If it is necessary to call Operators to fill P.M. reports, the order in which they shall be called is as follows:

- a) Spareboard Operators who have indicated a preference for extra work "DW".
- b) Regular Operators on the extra work list "called by rotation".
- c) Spareboard Operators who have not indicated anything on the worksheet. In an assigning situation, Operators shall be assigned by starting from the bottom of the Spareboard List and proceeding up the list until a sufficient number of Operators are obtained.

The Alberta Traffic Safety Act

Limitation on being on duty

6(1) Except as permitted by this Regulation, a carrier shall not permit a driver during the driver's work shift

a. To exceed 13 hours of driving time.

*2(3) Notwithstanding subsections (1) and (2), this Regulation **does not** apply to a driver or carrier with respect to the operation of a vehicle*

(f) that is an urban transit bus

Alberta Employment Standards is the legislation that covers RMWB Transit Services operating staff:

"Hours of work" is the period of time during which an employee works for an employer. It includes time off with pay instead of overtime pay provided by an employer and taken by an employee. An employee may work a maximum of 12 hours in a day unless an unforeseeable or unpreventable emergency occurs, or the Director of Employment Standards issues a permit authorizing extended hours of work beyond 12 hours.


<http://work.alberta.ca/employment-standards/hours-of-work-rest-periods-and-days-of-rest.html>

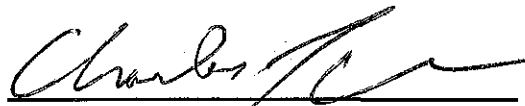
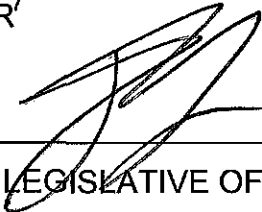
The RMWB Transit Services will not pre-schedule any operator to work over 12 hours pay per day which includes total pay for the day, e.g. all travel time, through time, trades, etc. This regulation includes volunteer, in-house charters and special events.

This change is not to be confused with the "12 hour spread". Operators are still permitted to work over their 12 hour spread, if they wish, as long as the paying hours for the day do not exceed 12 hours.


SIGNED, SEALED AND DELIVERED) REGIONAL MUNICIPALITY OF WOOD

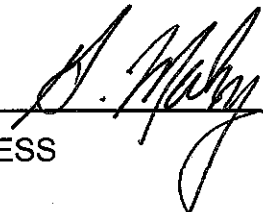
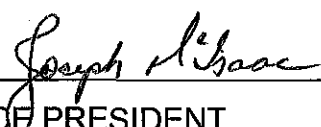
in the presence of:) **BUFFALO**

)
)
) Per: 
) **MAYOR**

) Per: 
WITNESS) **CHIEF LEGISLATIVE OFFICER**

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

)
) Per: 
) **PRESIDENT**

) Per: 
WITNESS) **VICE PRESIDENT**

SIGNED THIS 7th DAY OF January, 2016

LETTER OF UNDERSTANDING
BETWEEN
Regional Municipality of Wood Buffalo
(the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505
(the "Union")

Re: Article 6

It is agreed and understood between the Parties that during the current roster signup period (which started in October), that the minimum hours of work as defined in Article 6.05 for Permanent Full-time Operators shall not apply for this roster period only but will apply to all future roster signups.

All full-time Operators will be paid \$32 per hour regardless of their weekly roster hours until December 31, 2013

SIGNED, SEALED AND DELIVERED) **REGIONAL MUNICIPALITY OF WOOD**
in the presence of:) **BUFFALO**

) Per: 

) MAYOR

) Per: 

) CHIEF LEGISLATIVE OFFICER

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

) Per: 

) PRESIDENT

) Per: 

) VICE PRESIDENT


WITNESS


WITNESS

SIGNED THIS 7th DAY OF January, 2016

LETTER OF UNDERSTANDING

BETWEEN

**Regional Municipality of Wood Buffalo
(the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505
(the "Union")**

Re: Internal Applications

All transit employees will be considered internal applicants for all RMWB postings outside of the transit department and all CUPE 1505 RMWB employees will be considered internal applicants for postings in the transit department.

When CUPE 1505 Employees move from one bargaining unit to the other:


- a) The employee's seniority date will remain unchanged.
- b) Employees will not serve a probationary period but will be required to complete a three month trial period for the new position.
- c) Vacation banks accrued by employees prior to the move will remain with the employee, however to the extent the total accrued bank as of the year end pay period exceeds the new bargaining units annual accrual entitlement, such excess will be paid out.
- d) Sick leave will carry over up to the cap in the new bargaining unit to which the employee has moved.
- e) If an accrued entitlement from a prior bargaining unit does not exist in the new bargaining unit the entitlement will be paid out.

SIGNED, SEALED AND DELIVERED) REGIONAL MUNICIPALITY OF WOOD

in the presence of:


) BUFFALO

)

) Per: 

) MAYOR

)

) Per: 

) CHIEF LEGISLATIVE OFFICER

)

) CANADIAN UNION OF PUBLIC

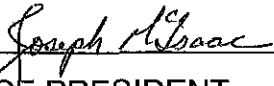
) EMPLOYEES, LOCAL 1505

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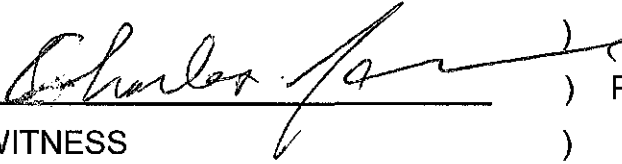
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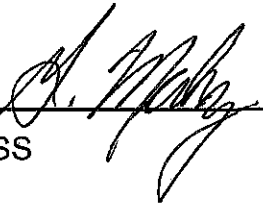
) PRESIDENT

)

) Per: 

) VICE PRESIDENT


WITNESS


WITNESS

SIGNED THIS 7th DAY OF January, 2016