## **COLLECTIVE AGREEMENT**

**BETWEEN** 

**MUNICIPALITY OF CROWSNEST PASS** 

**AND** 

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 812

January 1, 2012 to December 31, 2014





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This Agreement made this 1st day of January, 2012 between Municipality of Crowsnest Pass and Canadian Union of Public Employees, Local 812

## **ARTICLE 1: PURPOSE**

- 1.01 The purpose of this Agreement is to provide services for the operation of the Municipality with safety, economy of operation, protection of property, and welfare of Employees and the public.
- 1.02 It is further the purpose of this Agreement to foster communication and maintain a harmonious and cooperative relationship between the Employer, management personnel, and the Employee members of the Union.
- 1.03 It is further the purpose of this Agreement to define methods of settling any differences or grievances which may arise between the Employer and Employees.

## **ARTICLE 2: DEFINITIONS**

- 2.01 The pronoun 'he' shall be considered to refer to personnel and Employees of both genders; in no part of this contract shall wording be considered to indicate any sexual bias or determination.
- 2.02 <u>Probationary Period</u> The 'probationary period' for employment shall be considered sixty (60) working days.
- 2.03 <u>Trial Period</u> Any employee awarded a posted position shall be in a trial period for sixty (60) working days, and upon its completion shall be declared permanent in the position. If the Employee proves unsatisfactory during the trial period, or is not satisfied with the position, the Employee will revert to the Employee's former position and wage without loss of seniority. And other Employees affected by this reversion shall also revert to their former position and wage without loss of seniority.
- 2.04 <u>Permanent Employee</u> A Permanent Employee is an employee who has completed the probationary period and who works on a full time or part time basis:
  - (i) Full time shall mean an outside employee who is regularly scheduled to work forty (40) hours per week, or an inside employee who is scheduled to work thirty-five (35) hours per week:

- (ii) Part time shall mean an employee who is regularly schedule to work less than full time hours set out in Article 2.04(i).
- 2.05 <u>Probationary Employee</u> The term 'Probationary Employee', when used in this Agreement, shall be defined as meaning any Employee filling a position coming within the scope of this Agreement serving the required probationary period. The employment of probationary Employees may be terminated within sixty (60) working days, without recourse to the grievance procedure.
- 2.06 <u>Temporary Employee</u> The term 'Temporary Employee', when used in this Agreement, shall be defined as meaning Employees who are employed to perform functions based on the operational function of a Department or for a defined period of time. Temporary Employees shall receive only those benefits outlined below. A Temporary Employee shall be hired as a Labourer I (temporary) for Outside and Clerk I (temporary) for Inside and receive the respective rate of pay when receiving direction from a Permanent Employee. Appropriate rates of pay for Outside Employees will apply when operating heavy equipment.

Temporary Inside Employees, upon completion of Nine Hundred and Ten (910) hours and Temporary Outside Employees, upon completion of One Thousand Forty (1,040) hours shall accumulate seniority on a Temporary Employee List, and will be credited with all hours worked in the previous twelve (12) month period.

A Temporary Employee List will be used when reducing or recalling staff by department.

A seniority-rated Temporary Employee shall have access to Article 5: Grievance Procedure.

Temporary Employees are eligible for benefits as per Article 17.06.

A Temporary Employee's seniority shall be considered broken and seniority lost by reason of:

- (a) Dismissal for just cause
- (b) Voluntary resignation
- (c) Continuous layoff due to lack of work for a period in excess of twelve (12) months.

- (d) An Employee, who fails to notify the Employer within three (3) working days of receipt of being notified to report to work following a layoff, stating whether or not he will return, shall be deemed to have terminated his services.
- (e) Refusal to work when called except as follows:
  - i. not qualified for the work being called in for;
  - ii. entitled to their scheduled days off;
  - iii. given no less than forty-eight (48) hours' notice unless Employee agrees.
- 2.07 <u>Supervisor</u> The term 'Supervisor', when used in this Agreement, shall be defined as meaning the person from whom an Employee normally receives his work assignments.
- 2.08 Working Days The term 'working days', when used in this Agreement, shall be defined as meaning regularly scheduled working days as per Article 9.

## **ARTICLE 3: MANAGEMENT RIGHTS**

3.01 The Union recognizes the right of the Municipality to operate and manage in accordance with its commitments and responsibilities and to make and alter, from time to time, rules and regulations to be observed by Employees, which rules and regulations shall not be contrary to any provisions of this Agreement. Such rules and regulations or amendments shall be communicated in writing to the Union. The Employer shall have the right to hire, discipline, demote and discharge Employees for proper cause, subject to this Agreement.

## **ARTICLE 4: UNION RECOGNITION**

- 4.01 The Employer recognizes the Union as the sole bargaining agency for all Employees.
- 4.02 The Employer agrees not to bargain collectively with any other labour organization affecting Employees covered by this Agreement during the life of this Agreement.
- 4.03 No Employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages, or conditions during the term of this Agreement except as specifically provided for in this Agreement, or by written agreement of both Parties. Exceptions include the letter of employment including moving allowances and other normal employment conditions.

If the Employer spends over One Thousand Dollars (\$1,000.00) on training an Employee (registration and accommodations), the Employee must commit to remain employed with the Employer in the position for which the Employee has been trained for two (2) years from the date that the training is completed. Otherwise, the Employee shall repay a monthly pro-rated portion of the training costs to the Employer.

4.04 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit during the term of this Agreement except in an emergency, or by written agreement of both Parties.

## (b) <u>Job Security</u>

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or service performed by the Employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee.

- 4.05 The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees, or any other advisors when dealing or negotiating with the Employer.
- 4.06 The Municipality shall allow a maximum of five (5) employees leave with pay for purposes of attending collective bargaining negotiations when such negotiations are held during regular hours. Such time will be with pay and the Union will be billed for those hours incurred by two (2) of the five (5) employees attending the collective bargaining negotiations.
- 4.07 Every Employee upon commencement of employment, subject to Section 29(2) of the Labour Relations Code, will be a member of the Union and shall maintain his membership in the Union as a condition of employment.
- 4.08 The Employer agrees to deduct from each Employee, such Union dues as directed by the Local Union. Such dues to be deducted for, and on behalf of all Employees who are covered under this Collective Agreement, from the pay cheque for the first and second pay period of the month, and forwarded to the Secretary-Treasurer of the Union not later than the last day of the same month.
- 4.09 All monies paid to the Secretary-Treasurer of the Union shall be accompanied with a list of names of all Employees for and on behalf of whom such deductions have been made,

- and with a list of all additions and deletions of staff since the fifteenth (15<sup>th</sup>) day of the previous month.
- 4.10 The Employer shall indicate on the income tax (T4) slip of each Employee the amount of Union dues paid in the previous year.

## **ARTICLE 5: GRIEVANCE PROCEDURE**

- 5.01 (a) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement.
  - (b) The Shop Steward system is accepted in principle by the Employer, and Shop Stewards will be recognized as having authority to act on behalf of Employees in their designated area.
    - The names of Shop Stewards shall be supplied, in writing, to the Employer before they are recognized as Shop Stewards.
  - (c) In the absence of a Shop Steward a designated Union Officer will be recognized as Shop Steward for the purpose of this Article.
  - (d) The Employee or the Local Union shall have the right, at any time, to have the assistance of a CUPE Representative.
  - (e) The Employer agrees that the Shop Steward will be allowed to perform his duties during working hours at time mutually agreed upon by the Shop Steward and Management Supervisor.

## 5.02 <u>Settling of Disputes and Grievances</u>

Step 1: An Employee who believes that he has a problem arising out of the interpretation, application, administration or alleged violation of this Collective Agreement, may, within ten (10) working days of the date of the day he became aware of, or reasonably should have become aware of the occurrence, first discuss the matter with his Management Supervisor. If the matter is not resolved through discussion, then the dispute or grievance shall be submitted, in writing, within five (5) working days to his Management Supervisor, who shall render a written decision within five (5) working days from the date of the written grievance being received.

<u>Step 2:</u> Failing satisfactory settlement under Step 1, the Employee and/or the Union may submit the grievance, in writing, within five (5) working days after receipt of the decision from the Employee's Management Supervisor, to the Chief Administrative Officer (CAO), who shall render a written decision within fifteen (15) working days.

Should satisfactory settlement not be reached, either party, within twenty-five (25) calendar days, may submit the matter to Arbitration as follows:

#### 5.03 Arbitration

- (a) The party submitting the matter to Arbitration will notify the other party in writing and include the name of its appointee to an Arbitration Board. The recipient of the notice shall, within seven (7) calendar days; inform the other party of its appointee to the Arbitration Board. The two (2) appointees so selected shall; within seven (7) calendar days of the appointment of the second, appoint a third person who shall be the Chairman.
- (b) If the two (2) members fail to appoint a third person within the time limits, the Minister of Labour shall appoint a third member who shall be Chairman of the Arbitration Board.
  - (i) The Arbitration Board shall hear and determine the differences and shall issue an award, in writing, and the decision shall be final and binding upon the Parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board.
  - (ii) Each party to the difference shall bear the expense of its respective appointees to the Arbitration Board, and the two (2) Parties shall bear equally the expenses of the Chairman.
  - (iii) The Arbitration Board, by its decision, shall not alter, amend or change the provisions of this Collective Agreement.
- (c) In the event an Employee alleges he has been dismissed or suspended without just cause he may commence his grievance at Step 2.

- (d) During any and all proceedings outlined in this Article, the Employee shall continue to faithfully perform his duties unless he has been suspended or discharged for just cause.
- (e) The time limit specified throughout the steps of the grievance procedure may be extended by mutual consent, in writing, between the Union and the Employer.
- (f) <u>Policy Grievance</u> Where a dispute involving a question of general application or interpretation occurs, affecting more than one (1) Employee, the Union may proceed on a policy grievance and may bypass Step 1.
- (g) Replies to grievances shall be in writing at all stages.
- (h) The Employer shall supply the necessary facilities for joint grievance meetings.
- (i) The Parties may mutually agree to a one (1) man Arbitration Board as established in the Alberta Labour Relations Act.
- (j) Termination of Temporary Employees for just cause shall not be subject to the grievance procedure.

## **ARTICLE 6: DISMISSAL PROCEDURE**

## 6.01 Warning Notices and Discipline

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.

- 6.02 When an Employee is to be disciplined or dismissed by the Employer, the Employee shall be advised that they have the right to have a Union Officer present at which time the Employee will have an opportunity to be heard. When an Employee is to be dismissed, it shall be in the presence of a Union Officer.
- 6.03 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.

- 6.04 Upon expiration of twenty-four (24) months from the date of a letter of discipline, provided there has been no further discipline the letter shall be removed the Employee's personnel file.
- 6.05 No Employee shall be disciplined or dismissed without just cause. Where an Employee has been dismissed, the first step of the grievance procedure shall be omitted and the grievance shall commence at Step 2.
- 6.06 An Employee has the right to view his personnel file in the presence of the Employer with forty-eight (48) hours' notice, however if a grievance has been filed, an Employee shall be granted access to his personnel file with twenty-four (24) hours' notice.

#### **ARTICLE 7: SENIORITY**

7.01 Seniority of an Employee shall be bargaining unit wide and be established and calculated from the date of commencement of unbroken employment with the Municipality within the bargaining unit. Any Employee subsequently awarded a permanent position within the bargaining unit shall have previous service in the bargaining unit calculated to reflect a seniority date of actual time employed, pro-rated if necessary, subject to Article 7.04.

An Employee's service shall be considered broken and seniority lost by reason of:

- (a) Dismissal for just cause;
- (b) Voluntary resignation;
- (c) Continuous layoff due to lack of work for a period in excess of twelve (12) months;
- (d) An Employee, who fails to notify the Employer within three (3) working days of receipt of being notified to report to work following a layoff, stating whether or not he will return, shall be deemed to have terminated his services;
- (e) Promotion to an out-of-scope position for a period longer than sixty (60) working days in any calendar year unless both Parties agree to an extension. The Employee shall not accrue seniority while performing an out-of-scope position, unless the Employee is covering for vacation, not to exceed fifteen (15) working days at any one (1) time or sick time;

- (f) Transfer or promotion to a posted term position outside the bargaining unit.
- 7.02 Seniority shall not accrue during periods while on layoff, in receipt of long term disability benefits or on an unpaid leave of absence in excess of thirty (30) calendar days.
- 7.03 In the case of probationary Employees, seniority shall be established from the date when he first entered the service of the Municipality, and will remain established at that date if the Employee successfully completes the probationary period.
- 7.04 Temporary Inside Employees, until completion of Nine Hundred and Ten (910) hours and Temporary Outside Employees, until completion of One Thousand Forty (1.040) hours, of employment, shall not accumulate seniority on the Temporary Seniority List, or the rights thereto.
- 7.05 On becoming a Permanent Employee an Employee who has worked in the same classification as a Temporary Employee will have all hours so worked as a Temporary Employee in the same classification applied to their probation period as defined in Article 2.05.
- 7.06 An updated seniority list shall be posted the 1<sup>st</sup> of January and the 1<sup>st</sup> of July of each year, with a copy to the Union.

# ARTICLE 8: LAYOFFS, RECALLS, REDUCTIONS, INCREASES, PROMOTIONS & VACANCIES

- 8.01 When increasing staff, Employees laid off on account of reduction of stall shall be returned to service in order of seniority, ability and qualifications being sufficient to perform the duties required for the position to be filled.
- 8.02 When reducing staff, senior Employees having sufficient ability and qualifications to perform the required duties shall be retained.
- 8.03 The bumping procedure is recognized and accepted by the Employer; therefore, providing the Employee being laid off is qualified, he shall be permitted to bump a less senior Employee.
- 8.04 The onus and responsibility for bumping shall rest on the Employee who shall notify the Employer. The Employer shall notify the Union and affected Employees.

- 8.05 An Employee bumping into a job shall be prepared to demonstrate competence in performing specific and pre-determined duties of the position to be assumed. Where the Employer requires an Employee to demonstrate competence, the Employee shall be given written notification within seven (7) working days of assuming the position. Such notification shall set forth exactly what skills will be tested. This test must be conducted not later than twenty (20) working days from the written notification.
- 8.06 (a) When a vacancy occurs, or a new position is created, it shall be posted on all bulletin boards for a minimum of five (5) working days prior to closing. Copies of all postings shall be mailed to the Secretary of the Union and/or designate. All postings shall contain the necessary requirements and qualifications. The Union acknowledges the Employer's right to determine when any position shall be posted and, therefore, where a position will not be filled the Employer shall so notify the Union, in writing, within ten (10) working days of the vacancy occurring. Failing notification, the position will be posted and filled.
  - (b) For any vacancies posted and not accepted by a Permanent Employee, a Temporary Employee, upon completion of three thousand one hundred and twenty hours (3,120) shall be given first consideration for any permanent vacancies that may become available, if deemed qualified.
- 8.07 Job postings shall be filled by qualified Employees on the basis of seniority. An Employee awarded a posted position shall be in a trial period pursuant to Article 2.03.
  - Within the trial period, and a time mutually acceptable to this Employee and his immediate Supervisor, he shall be prepared to demonstrate competence in performing the specific and predetermined duties of the new position. If an Employee is asked to demonstrate competence, the Employee shall be advised, in writing at least five (5) working days prior, exactly what skills shall be tested.
- 8.08 An Employee moving to a different or higher position on the basis of seniority or bumping may request additional time, beyond the days stipulated in Articles 8.05 and 8.07, to demonstrate competence in the new position if such an extension of time is mutually agreeable to the Employer and the Union. Should he not qualify within such time he shall revert to his former position, or equivalent position, without prejudice or loss of seniority.
- 8.09 An Employee required to temporarily fill another position paying a higher rate of pay shall receive the higher rate of pay for all hours worked in said position. Such temporary reassignments shall be filled by qualified Employees on the basis of seniority. When an

Employee is required to temporarily fill another position paying a lower rate of pay, their basic rate of pay will not be reduced.

- 8.10 In the base of job opportunities requiring higher qualifications than those held by any interested Employees, consideration for promotions will be given to the senior Employee interested, who is preparing for qualifications or willing to undertake qualifications; such an Employee will be given an appropriate trial period to qualify and be allowed to revert to his former position if qualifications are not achieved within the required time.
- 8.11 Within seven (7) calendar days the Union shall be notified of all promotions, hiring, layoffs, transfers, recalls, resignations, retirements, deaths, or other termination of employment.
- 8.12 The Employer shall inaugurate and maintain a system of on-the-job training so that every Employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising.
- 8.13 When the Employer is considering the introduction of technological change:
  - (a) The Employer agrees to notify the Union as far as possible in advance of their intentions, and to update the information provided as new developments arise and modifications are made;
  - (b) The foregoing notwithstanding, the Employer shall provide the Union at least one hundred and twenty (120) working days before the introduction of a technological change that affects the level of manpower, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects on Employees.

## **ARTICLE 9: HOURS OF WORK**

9.01 Outside: The standard work week shall consist of five (5) consecutive days, Monday to Friday, with an eight (8) hour day, between the hours of 7:00 a.m. and 4:30 p.m., and one-half (1/2) hour unpaid lunch period.

<u>Community Police Officer:</u> The standard work week shall consist of eight (8) hours per day, forty (40) hours per week. This position may require flexible Scheduling of daily and/or weekly hours depending on work demands.

9.02 <u>Inside:</u> The standard work week shall consist of five (5) consecutive days, Monday to Friday, with a seven (7) hour day, from 8:30 a.m. to 4:30 p.m., with a one (1) hour unpaid lunch period.

#### 9.03 Recreation Facility:

(a) During the period of August 1<sup>st</sup> to April 30<sup>th</sup> the operation of Recreation facilities shall be on a seven (7) day basis, with shifts scheduled by the Employer. Employees in Recreation facilities shall have at least one (1) consecutive Saturday and Sunday off every second week, and shall receive two (2) other consecutive days off each two (2) week period. Such Employees whose hours of work commence prior to 7:00 a.m., or extend after 6:00 p.m., shall be paid nine (9) hours regular pay for eight (8) consecutive hours, unless otherwise agreed by the Employee. Hours of work outside of the period August 1<sup>st</sup> to April 30<sup>th</sup> shall be as per Clause 9.01 Outside.

#### The Employer agrees to:

- Schedules to be posted weekly on Wednesday
- Schedules to rotate between days and evenings as equally as possible
- Forty-eight (48) hours notice of shift changes, unless mutually agreed
- > One (1) hour extra pay when working after midnight
- > Temporary Qualified Employees shall have their hours and shifts distributed as equally as possible; and
- ➤ When shift work applies, Permanent Employees shall receive their preferred shifts.
- (b) In respect to the number of Employees within the Parks Department, it is agreed that a minimum of three (3) people will be compensated at the Arena Operator rate (this includes staff returning from Weed Control and other programs).

Additional staff will be compensated at the Labourer rates unless they are doing the work of an Arena Operator, at which time they will be compensated for the hours worked at the Arena Operator rate.

- (c) Arena Operators performing scheduled inspections of arena (arena checks) shall be reimbursed at one (1) hour straight time per inspection. Unscheduled call outs will be reimbursed at the appropriate overtime rate in accordance with the Collective Agreement. Time off in lieu for arena checks may be banked to a maximum of eighty (80) hours per year in any combination of 10.02, and this Article; and the total hours banked in one (1) year by an Employee performing arena checks cannot exceed eight (80) hours in any case.
- 9.04 Sewer & Water Plant Operators: The operation of the Sewer and Water Plants shall be on a seven (7) day basis with shifts scheduled by the Employer. Employees in this department shall have two (2) consecutive weekends off, and in the third week the two (2) days off shall be consecutive. If changes in Provincial legislation or regulations affect the Municipality's staff requirements at the Water or Waste Water Treatment Plants, the Employer and the Union will meet to amend the above schedule as required.

<u>Utility Operator I:</u> The Employer will recognize this position after six (6) months of continuous service in the sewer and water treatment plants, provided that the Employee has commenced the education course toward certification in Waste Water Collection and Treatment, and Water Treatment and Distribution. Furthermore, for an Employee to remain in this position the Employee must be in possession of a Level I Water Treatment and Distribution Certificate and a Level I Waste Water Collection and Treatment Certificate within eighteen (18) months of being recognized in this position. Failure to obtain the certificates as set out herein will result in the Employee reverting to his former position, if applicable. An extension of time may be granted for special circumstances.

The Employer will ensure the Employee is given the opportunity to enroll, and permitted to attend necessary training programs, and to work the required hours in order to retain proper certification(s).

9.05 <u>Utility Operation II</u> must be in possession of Level II Waste Water Collection & Treatment, and Level I Water Treatment & Distribution Certificate. If changes in Provincial legislation or regulations affect the Municipality's Water or Waste Water Treatment Plants facility certification levels, the Employer and the Union will meet to address Operator Certification and scheduling. The Employer will ensure the Employee is given the opportunity to enroll and shall be permitted to attend necessary training programs, and to work the required hours in order to retain proper certification.

- 9.06 The standard work week, together with the hours of work per day, may be varied upon mutual agreement between the Employer and the Union.
- 9.07 Should the Employer request the Employees to work any shift other than established in Articles 9.01 to 9.03 inclusive, then the Employee shall be paid eight (8) hours of pay for seven (7) hours work, except in the case of a Recreation Facility Employee where he shall be paid nine (9) hours regular pay for eight (8) hours of work.
- 9.08 Employees whose standard work week includes work on Saturday and/or Sunday shall be paid one (1) extra hours pay for each Saturday and/or Sunday of work, provided no other premium is being paid.
- 9.09 In the event of an Employee reporting for work on any day and being sent home before commencing work, he shall be paid for two (2) hours at regular rate.
- 9.10 <u>Electrical Division, Water/Sewer Division and Transportation Division Standby:</u>
  - (a) Employees are required, by appropriate department, on an individual basis, to be on call every third (3<sup>rd</sup>) week, or as mutually agreed upon.
  - (b) Remuneration for standby will be provided on the following basis:

An Employee on standby during the week, Monday to Sunday, will be remunerated on the basis of twelve (12) hours straight time at the appropriate rate (Electrician II rate, Utility Operator II rate or the Leadhand rate) set out in Article 23. The standby rate of twelve (12) hours will be divided as follows: two (2) hours on Saturday, two (2) hours on Sunday, and 1.6 hours Monday to Friday.

An Employee required to be on standby on a Statutory Holiday shall be remunerated on the basis of two (2) hours straight time per day at the appropriate rate (Electrician II rate, Utility Operator II rate or the Leadhand rate) set out in Article 23 in addition to the weekly standby rate (i.e. a total of 3.6 hour pay for a week day Statutory Holiday and 4 hours for a weekend Statutory Holiday).

Any service call required will be remunerated as per Article 10.

(c) Time earned from standby provisions can be banked to a maximum of eight (80) hours per year in any combination of Article 10.02 and this Article, and the total hours banked in one year by an Employee on standby rotation cannot exceed eighty (80) hours in any case.

## 9.11 <u>Utility Operator, Community Peace Officer, Recreation Department</u>

Time off in lieu for shift differential may be banked to a maximum of eighty (80) hours per year in any combination of Article 10.2 and this Article; and the total hours banked in one (1) year by an Employee earning shift differential cannot exceed eighty (80) hours in any case.

9.12 Employees who are not on an on-call rotation but whose phone number is a dialer contact shall receive an allowance of \$300.00 per year in addition to the call-out rates for all time attending such calls.

## **ARTICLE 10: OVERTIME**

- 10.01 Overtime in excess of the Employee's regular shift shall be paid at time and one-half (1½) for the first two (2) hours, and double (x2) time thereafter.
- 10.02 No Employee shall be required to take time off in lieu of overtime, but may do so at the applicable overtime rate. Full-time Employees may accumulate a total of ten (10) days per calendar year, and may take these days as work schedule permits. However, the balance of the overtime bank account as of the last pay period of the payroll year shall be paid out.
  - Banked time for all Permanent Part-time Employees shall be pro-rated according to the hours worked.
- 10.03 All overtime hours paid or taken in lieu shall be provided to CUPE after every second pay period.
- 10.04 The Employer agrees to distribute overtime as equitably as possible between the Employees, with Permanent Employees being given first opportunity for call-outs or scheduled overtime.
- 10.05 Call outs shall be paid at double (x2) the regular rate of pay with guaranteed minimum of two (2) hours. Calls within two (2) hours of each other shall be considered one (1) call for the purpose of computing minimum pay for an Employee called out.
- 10.06 Employees required to work on their days off shall be paid at the rate of time and one-half (1½) for the first two (2) hours, and double (x2) time thereafter.

10.07 Employees required to take minutes outside of their regularly scheduled hours of work shall be paid a minimum of two (2) hours at the applicable overtime rate of pay.

## **ARTICLE 11: STATUTORY & DECLARED HOLIDAYS**

#### **Named Holidays**

11.01 The Employer recognizes the following as paid holidays:

1. New Year's Day

2. Family Day

3. Good Friday

4. Remembrance Day

5. Victoria Day

6. Canada Day

7. August Civic

8. Labour Day

9. Thanksgiving Day

10. Christmas Day

11. Boxing Day

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

- 11.02 Declared holidays will include all general holidays proclaimed by the Municipality of Crowsnest Pass, the Province of Alberta, and the Dominion of Canada.
- 11.03 No deduction in the wages or salaries of any Employee shall be made because of any of the above-mentioned Statutory or Declared Holidays occurring during regular work period.
- 11.04 If a Statutory or Declared Holiday falls on an Employee's regular working period and he is required to work, he shall be paid double (x2) his regular hourly rate of pay as covered by this Agreement for each hour worked in addition to his normal pay for the day.
- 11.05 If a Statutory or Declared Holiday falls on an Employee's regular day off he shall be entitled to an extra day's pay for same, or be given a day off with pay, such day off to be arranged at the mutual convenience of both Parties.

#### 11.06 While:

- (a) on layoff; 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 through 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 11.06 (a) - (d) shall not be entitled to:

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

for the aforementioned Statutory Holidays.

## **ARTICLE 12: VACATIONS**

12.01 All Permanent Employees shall be granted paid vacations on the following basis:

- One (1) day per month worked during the first calendar year of employment.
- In the second and each subsequent calendar year of employment, all Employees shall be granted twelve (12) working days plus one (1) additional day for each year of service to a maximum of thirty (30) working days.
- The vacation schedule shall be as follows:

CALENDAR YEAR	VACATION DAYS	CALENDAR YEAR	VACATION DAYS
0-1	1 per month	11	22
2	13	12	23
3	14	13	24
4	15	14	25
5	16	15	26
6	17	16	27
7	18	17	28
8	19	18	29
9	20	19	30
10	21	20	30

- 12.02 The Employer shall bank five percent (5%) vacation pay for Temporary Employees, unless otherwise mutually agreed.
- 12.03 Where a paid holiday occurs within an Employee's annual vacation, the Employee shall be granted an additional day's vacation with pay.
- 12.04 Vacation days may be scheduled and taken at any time during the calendar year. If an Employee's service be discontinued for any reason during the course of the year after vacation has been taken, such vacation days shall be pro-rated and any unearned vacation shall be reimbursed to the Employer.
- 12.05 Where there is a need in any department, vacations shall be on a rotation schedule within each classification. Employees who wish to split their holidays into two (2) or more parts will not be allowed their second part until everyone on the list has scheduled their first choice; the same would pertain to second and third choices.
  - Employees are required to schedule at least seventy percent (70%) of their vacation allocation by March 31<sup>st</sup> of each year and must indicate whether it is their first, second etc. choice. At this time, vacations may be scheduled for up to December 31<sup>st</sup>. The remaining thirty (30%) percent must be scheduled by September 30<sup>th</sup> of that year. The employer will confirm in writing all holiday requests within two (2) weeks (March 31<sup>st</sup> and September 30<sup>th</sup>).
- 12.06 Vacation accumulation shall be pro-rated for any Employee who works less than 1,760 hours for Outside Employees, or 1,540 for Inside Employees, per calendar year, except for time missed due to sick leave or Workers' Compensation leave. Vacation shall be counted as working days.
- 12.07 It is understood that for the purposes of Article 12.01, regular earnings for Permanent Part-Time Employees shall include the regularly scheduled shifts with the Employer while they are taking vacation in accordance with Article 12.01.
- 12.08 Employees shall not accrue vacation days while:
  - (a) on layoff; or
  - (b) an unpaid absence during which he is in receipt of weekly Indemnity through the Long Term Disability Income Insurance Plan; or
  - (c) on other leaves of absence in excess of thirty (30) calendar days.

## **ARTICLE 13: SICKNESS BENEFITS**

- Permanent Full-Time Employees hired before July 1, 2008 (as Permanent Employees) shall receive two (2) days sick leave for each month of employment, up to a total accumulation of one hundred and twenty (120) working days. Permanent Full-Time Employees hired after July 1, 2008 (as Permanent Employees), shall receive one and one-half (1½) days sick leave for each month of employment, up to a total accumulation of one hundred and twenty (120) working days. Any Employee on sick leave shall be paid for the period of such leave at his regular rate of pay on the same basis as though he was working, and the number of days thus paid for shall be deducted from his sick leave credits.
  - (b) Permanent Part-Time Employees shall accumulate sick leave on a pro-rated basis calculated on hours worked as compared to Full-Time Employees.
- 13.02 An Employee absent due to illness shall be required to provide a medical certificate for any absence in excess of three (3) working days. Such certificate must be provided on return to work and shall cover all working days absent. In cases of lengthy illness, the Employer may call for a physician's report from time to time, as it deems necessary. Where the Employer has reason to doubt the justification for absence, the Employee after written notification, shall be required to provide a doctor's certificate for all absences due to illness. Such notification shall extend for a period of six (6) months from the date of notification.
- 13.03 In the event the Employee does not provide the required certificate as set out in Article 13.02, then the Employee may be requested to terminate his/her employment with the Employer or not be paid any wages for the period of absence. Where an Employee is absent due to illness on either the last working day prior to, or the first working day following a Statutory Holiday, the Employee, in order to qualify for payment on the holiday, must provide a doctor's certificate attesting that the Employee was unable to work due to illness.
- 13.04 Sick leave without pay shall be granted to a Permanent Employee who has run out of sick leave accumulation.

- 13.05 For the purpose of this Article, sickness shall include complication of pregnancy and injury, other than accidental injury, arising out of and in the course of employment by the Municipality.
- 13.06 Upon death (after five [5] years of service) or retirement (after ten [10] year of service) fifty percent (50%) of accumulated sick pay shall be payable upon retirement, in accordance with the Local Authorities Pension Plan, to the Employee or beneficiary.
- 13.07 The Employee's immediate Supervisor shall be notified of an Employee's illness prior to the commencement of the day's work on the first day of illness or lose the first day's pay. Exceptions to this rule may be made under extenuating circumstances.
- 13.08 In cases where the Employee is absent for more than ten (10) consecutive working days the Employer may request a second medical opinion.
- 13.09 Sick leave credits shall not accrue during periods of illness or injury, layoff or leave of absence in excess of one (1) month.
- 13.10 Sick leave means the period of time a Permanent Employee is absent from work with pay due to sickness or injury that does not come under the provisions of the Workers' Compensation Acct.
- 13.11 (a) All Permanent Full-Time Employees shall receive long-term disability coverage. The Employer will administer the enrolment and remittance of the bi-weekly payroll deduction. The Employees agree to pay, by bi-weekly premium deductions, one hundred percent (100%) of the premium costs towards a plan.
  - (b) All Permanent Part-Time Employees working more than 15 hours per week may participate in the benefits program on a pro-rated basis.

## **ARTICLE 14: LEAVE OF ABSENCE**

- 14.01 Leave of absence will be granted to any Employee by mutual agreement for just cause without loss of seniority, and provided all vacation and banked time is used up.
- 14.02 For leave of absence of three (3) days duration or less, a minimum notice of forty-eight (48) hours given to the Employee's Supervisor in writing is required.
- 14.03 For leave of absence longer than three (3) days, minimum notice of ten (10) working days (or two [2] calendar weeks) given in writing to the Employee's Supervisor is required.

- 14.04 Irrespective of the foregoing, the Employer agrees that leave of absence without pay and without loss of seniority shall be granted to any designated Employee for the conducting of Union business at large.
- 14.05 Where leave of absence without pay for Union business is approved, the Employer agrees to continue payment of regular wages to said Employee during such leave. The Union agrees to reimburse the Employer for any wages or other benefit costs, including pension, upon being invoiced by the Municipality.
- 14.06 In relation to vacation days requested after March 31<sup>st</sup> and banked time, a minimum of five (5) days working notice is to be given to the Employee's supervisor in writing. The Employer shall respond to such requests for absences from work within three (3) days of the request being made by the Employee.

## **ARTICLE 15: COMPASSIONATE LEAVE**

15.01 All Employees will be entitled to compassionate leave up to five (5) days, with pay, on the death of the following:

Child/Stepchild

Spouse/Common-law Spouse

Parent/Step Parent

Brother/Sister

All Employees will be entitled to compassionate leave up to three (3) day, with pay, on the death of the following:

Grandchild

Mother-in-law/Father-in-law

Aunt/Uncle

Brother-in-law/Sister-in-law

Grandparent

Niece/Nephew

The above listed relatives shall be deemed to include relatives of the Employee's spouse. Where the funeral is in excess of five hundred (500) kilometers from the Municipality, up to two (2) additional days with pay will be given for travel purposes.

15.02 All Temporary Employees, if scheduled to work during that period, will be entitled to compassionate leave up to three (3) days with pay on the death of the following:

Child/Stepchild

Spouse/Common-law Spouse

Parent/Step Parent

Brother/Sister

## **ARTICLE 16: COMPENSATION**

16.01 Workers' Compensation Board (WCB) coverage will be provided by the Employer for all Permanent employees.

All Permanent Employees who are incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Municipality of Crowsnest Pass, within the meaning of the Workers' Compensation Act (WCB), shall receive their basic rate of pay, providing they assign over to the Employer, on proper forms, the monies due to them from WCB for the time lost due to the accident. A deduction of one tenth (1/10) day shall be charged against sick leave credits for each day an employee is off work due to an accident within the Workers' Compensation Act (WCB). An employee shall only receive their basic pay to the extent that sick leave credits can be deducted from the employee's sick bank.

The Employer's share of benefits (i.e., LAPP, Dental, AHC, EHC, etc.), premiums shall cease to be paid after the expiration of two (2) years from the date of the compensable injury. If the injury recurs within four (4) months of the Employee's return to work the time off will accrue against the initial time off for the purposes of calculating the one (1) year period during which the one hundred percent (100%) of wages is provided.

The Employer shall recognize the Employee's seniority while on compensation.

16.02 Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation (WCB).

## ARTICLE 17: MEDICAL COVERAGE

- 17.01 The Blue Cross Plan will provide direct billing of prescriptions drugs at twenty percent (20%) Employee and eighty percent (80%) Employer paid directly applied to Blue Cross for payment.
- 17.02 The Employer agrees to cover all Permanent Full-Time Employees and pay one hundred percent (100%) of the necessary premiums for Alberta Health Care Insurance Plan and Alberta Blue Cross.
- 17.03 The Employer agrees to cover all Permanent Full-Time Employees under the Group Insurance Plan and pay one hundred percent (100%) of the premiums.

- 17.04 The Employer agrees to cover all Permanent Full-Time Employees under the Alberta Urban Municipalities Dental Plan with Options 1 & 2, as well as major restorative at eight percent (80%) with an increased combined maximum to three thousand dollars (\$3,000.00), and pay one hundred percent (100%) of the premiums.
- 17.05 The Employer agrees to cover all Permanent Full-Time Employees with suitable vision care costs to include the following:

Children

(one) 1 pair glasses per 12 months

Adult

(one) 1 pair glasses per 24 months

17.06 Temporary Employees shall receive benefits (one hundred percent [100%] Employer paid premiums) based on their service in hours according to the following:

**BENEFIT** 

QUALIFYING HOURS

Alberta Health Care & Alberta Blue Cross

Inside Employees 1820

Outside Employees 2080

Eligibility is subject to the requirements of Alberta Blue Cross

- 17.07 All Permanent Part-time Employees working more than 24 hours per week may participate in medical coverage pursuant to Article 17.01 through Article 17.05 on a prorated basis.
- 17.08 The Employer will contribute a matching amount of five percent (5%) of basic rate of pay earnings for each eligible Outside Temporary Employee with 3,120 hours of service and each eligible Inside Temporary Employee with 2,730 hours of service to a Registered Retirement Saving Plan held in the Employee's name. Employee contributions will be made by bi-weekly payroll deduction.

## **ARTICLE 18: PENSION**

18.01 The Municipality agrees to cover all eligible Permanent Employees under the Local Authorities Pension Plan (LAPP).

## **ARTICLE 19: HEALTH & SAFETY**

19.01 Careful observance of safety regulations, the proper use of safety equipment, and adherence to safe work methods is required by all Employees. The Union and the Employer shall cooperate in promoting and improving rules and practices, which

- promote an occupational environment, which will provide protection from factors adverse to Employee health and safety.
- 19.02 The Municipality shall make reasonable provision for the safety and health of all Employees, including Permanent and Temporary, during the hours of their employment, and provide protective devices, safety vests, and other equipment necessary to protect the Employees properly from injury and illness.
- 19.03 The Municipality agrees to provide and maintain suitable first aid equipment on all job sites, and in all vehicles as required by the Workers Compensation Board.
- 19.04 Where required the Employer agrees to provide safety rubber boots for the purpose of health and safety. This custom attire shall be supplied at no cost to the Employee and will become the property of the Employer upon termination with the Municipality. When requesting new safety rubber boots, the old ones must be returned to the Municipality.
- 19.05 A Health & Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two (2) members representing each. The Health & Safety Committee shall hold meetings every two (2) months (except July and August), or as requested by either party for jointly considering monitoring, inspecting, investigating and reviewing health and safety conditions and practices, and to improve existing health and safety conditions and practices. Minutes shall be taken of all meetings, and copies shall be sent to both the Employer and the Union.
- 19.06 Notwithstanding the foregoing, the Union or any Employee may, at any time, bring to the attention of the Employer any suggestions regarding safety and health, and such matters shall be subject to negotiations between the Municipality and the Union.
- 19.07 Notwithstanding any of the foregoing, the Employer may for reasons of public safety in the performance of their duties require an Employee to undergo an independent medical examination by a specialist in a field related to the area of concern.
- 19.08 Effective January 1, 2010, the Employer shall provide a Safety Glass Allowance of Two Hundred (\$200.00) dollars per year to each Permanent Employee that is required to wear safety glasses, for the purchase of prescription safety glasses.

## **ARTICLE 20: CLOTHING & EQUIPMENT**

- 20.01 (a) All Permanent Outside Employee will be supplied with coveralls suitable to the work being performed, and safety boots at a cost of one hundred and fifty dollars (\$150.00) per year without the need to provide a receipt. A committee of Union and Management shall meet as necessary to discuss the type and quality of this safety equipment. Such clothing will remain the property of the Employee except that if replacements are required more than twice a year the Employee must return the worn clothing to the Employer.
  - (b) Each Permanent Employee shall receive twelve (12) pairs of work gloves per year at no cost to the Employee.
- 20.02 Similarly, for electrical crewmembers, two pairs of leather gauntlet gloves per year will be provided to each Employee, with the gloves becoming the property of the Employee.
- 20.03 <u>Community Peace Officer</u> The Employer shall provide, clean and maintain one (1) summer and one (1) winter uniform.

The Employer shall supply the initial issue for a two (2) year period with replacement(s) at the Employer's discretion during the period. The Employer shall be responsible for cleaning and maintenance of the issue, except the shirts.

Community Peace Officer will be provided with safety boots on the basis of payment of one hundred and fifty dollars (\$150.00) per year without the need to provide a receipt.

If the Employee resigns within twenty-four (24) months of being hired he/she will be required to reimburse the Employer for one-half (1/2) of the cost of the clothing issued on a pro-rated basis.

- 20.04 Permanent office Employees will be entitled to a maximum of one hundred and fifty dollars (\$150.00) per year for clothing allowance.
- 20.05 a) Certified Journeymen Electricians and Plumbers shall receive an annual tool allowance of four hundred dollars (\$400.00).
  - b) Certified Journeymen Mechanics shall receive an annual tool allowance of six hundred dollars (\$600.00).

### **ARTICLE 21: GENERAL**

- 21.01 The Municipality agrees to allow the Union to erect a bulletin board in the Municipal shops and offices for the purpose of posting notices of interest to the Union.
- 21.02 No Employee shall be required to use his vehicle to transport Municipal equipment.
- 21.03 All Employees shall be allowed a fifteen (15) minute rest period in each half of the shift with pay; the time and place to be decided by the immediate Supervisor. Rest periods will not be scheduled in conjunction with meal periods, starting time, and quitting time or taken together except by mutual agreement of the employee and the immediate Supervisor.
- 21.04 Travel rates paid to any Employee agreeing to use his/her own vehicle for Municipal business shall be equal to that paid to Council, and be determined by Council. Said rate is subject to change from time to time.
- 21.05 The Employer agrees to provide a locker for each Outside & Recreation Permanent Employee.
- 21.06 The Union agrees that any person employed under STEP, ACE, SEED, Canada Works, Pre-Apprenticeship or similar programs, will not come under the provisions of this Agreement. The Employer agrees that any person employed in such programs will not perform work of the bargaining unit. Further, the Employer agrees that during the employment of any person in the aforementioned programs, no member of the Union will be subject to layoff as a result of these programs.

For the months of May through August, STEP students shall be permitted to carry out the following responsibilities with no change in the rate of pay:

- Landscaping;
- Green space maintenance including cemeteries;
- Painting (inside and outside);
- > Building clean-up during inclement weather; and
- Operating motorized lawn mowers.

The Union shall be notified whenever a student is required to perform bargaining unit work, excluding those duties noted above.

21.07 When matters are submitted by either party to the other with respect to the application or interpretation of the agreement, such submission shall be subject to negotiations between the Parties, and a supplementary document executed by accredited representatives of the Municipality and the Union in respect thereof.

## 21.08 No Discrimination or Harassment

- (a) 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.
- (b) Harassment includes personal, sexual or workplace harassment, coming from unwelcome physical, verbal or non-verbal conduct that demeans, belittles or causes personal humiliation or embarrassment.
- 21.09 The Employer agrees to maintain three (3) Leadhand positions at all times.
- 21.10 The Employer agrees that the number of Temporary Employees shall not exceed twenty percent (20%) of the permanent workforce, unless otherwise mutually agreed. This would exclude the replacement of permanent workers on sick leave for longer than five (5) days.
- 21.11 The Employer shall continue to place job postings for both Equipment and Utility Operator I positions. Equipment and Utility Operator I positions shall be promoted to Operator II respectively based on Employer evaluations. Knowledge, performance and qualifications shall be a factor. Job postings for both Equipment and Utility Operator II positions shall no longer be required.

## **ARTICLE 22: PAYMENT OF WAGES**

- 22.01 Employees shall be paid on a bi-weekly basis.
- 22.02 The principle of equal pay for equal work shall apply regardless of gender.
- 22.03 On each pay the Employer shall provide to each Employee an itemized statement setting forth the total number of hours worked by the Employee during the immediately preceding pay period, the rate of wages applicable, all deductions made, the purpose

for such deductions, the total amount actually paid, and such other information as may from time to time be agreed upon by the Parties to this Agreement.

- 22.04 Temporary Labourer shall receive Labour 1 rate while performing laboring duties.
- 22.05 Temporary Clerk shall receive the Clerk I rate while performing clerk duties.

## **ARTICLE 23: WAGES (Retroactive to January 1, 2012)**

Bands	Position	Wages	Wages	Wages
		January 1, 2012	January 1, 2013	January 1, 2014
		3%	3%	3%
101-130	Blank Band	\$21.63	\$22.28	\$22.95
131-160	Clerk I Temporary			
	Labourer I Temporary	\$22.77	\$23.46	\$24.16
161-190	Blank Band	\$23.97	\$24.69	\$25.43
191-220	Accounting Clerk I	\$25.61	\$26.37	\$27.17
	Arena Operator			·
	Building Maintenance Technician I			
	Bus Driver			
	Department Clerk Steno-(Finance			
	and Corporate Services)			
	Electrician Helper			
	Equipment Operator I			
	Human Resource Clerk			
	Labourer II			
	Utilities Clerk			
221-250	Arena Operator II	\$26.56	\$27.36	\$28.18
	Department Clerk Steno-Planning,			
	Engineering and Operations			,
	Department Clerk Steno-Protective			
	and Community Service			
	Equipment Operator II			
	Utility Operator I			

Bands	Position	Wages	Wages	Wages
		January 1, 2012	January 1, 2013	January 1, 2014
		3%	3%	3%
251-280	Accounting Clerk II	\$27.95	\$28.79	\$29.66
	Agriculture Fieldman			
	Building Maintenance Technician II			
	F.C.S.S. Programmer			
	Community services Programmer			
	Equipment Operator III ****			
	Licensed Weed Applicator		·	
	Legislative Clerk			
	Health & Safety Risk Management			
	Officer			
	Interdepartmental Clerk			
	Taxation Clerk			
281-300	Accounting Clerk III	\$30.76	\$31.68	\$32.63
	Community Peace Officer			
	Community Services Leadhand			
	Public Works Leadhand			
	(Operations/Transportation)			
	Tangible Assets Clerk			
	Warehouse Operator			
301-315	Plumbing Inspector Journeyman	\$32.30	\$33.27	\$34.27
	Electrician II Journeyman			
	Utility Operator II			
	Power Lineman/Electrician			
	Development Officer			
	Mechanic Journeyman			
316-340	Electrician/SCO	\$35.54	\$36.60	\$37.70
	Plumbing Inspector/SCO			
	Building Inspector/ACO			
341-370	Electrical Leadhand	\$37.31	\$38.43	\$39.58
371-400	Blank Band	\$39.17	\$40.35	\$41.56

\*\*\*\* Equipment Operator III -\$1.00 per hour for training will be paid on regular hours of work (will not be paid on Overtime, Vacation, Sickness, WCB, Compassionate Leave, Leaves of Absence, Statutory & Declared Holidays, Jury and Witness duty, Labour/Mat Committees, and Shop Steward duties)

Present Incumbents as of date of January 1, 2012 (Red Circled)

- Building Maintenance I - \$26.15

#### **Inside and Outside Employees**

**Outside Employees** 

Labourer I (Temporary)

Arena Operator

**Equipment Operator I** 

**Equipment Operator III** 

**Community Services Leadhand** 

Plumbing Inspector Journeyman

Mechanic Journeyman

Power Lineman/Electrician

**Electrician/Safety Codes Officer** 

Warehouse Operator

**Utility Operator I** 

**Building Inspector/Safety Codes Officer** 

**Building Maintenance Technician I** 

Health & Safety Risk Management Officer

Labourer II

Arena Operator II

**Equipment Operator II** 

Public Works Leadhand-Operations/Transportation

**Bus Driver** 

Plumbing Inspector/ Safety Codes Officer

**Electrician Helper** 

Electrician II Journeyman

**Electrical Leadhand** 

**Licensed Weed Applicator** 

**Utility Operator II** 

Bylaw Officer/Community Peace Officer

**Building Maintenance Technician II** 

Agriculture Fieldman

**Inside Employees** 

Clerk I (Temporary)

**Accounting Clerk II** 

**Utilities Clerk** 

**Development Officer** 

Department Clerk Steno-

(Finance & Corporate Services)

**Human Resource Clerk** 

Department Clerk Steno-(Planning,

**Engineering & Operations)** 

F.C.S.S. Programmer

Accounting Clerk I

Accounting Clerk III

**Tangible Assets Clerk** 

**Taxation Clerk** 

**Legislative Services** 

Interdepartmental Clerk

Department Clerk Steno-

(Protective & Community Services)

**Community Services Programmer** 

23.01 Should the Municipality experience difficulty in recruiting or retaining Employees within any of the classifications contained in this Agreement, the Municipality may set an "out of schedule" hourly pay rate above the negotiated rate. If a classification moves to the "out of schedule" hourly rate of pay, the Municipality shall meet with and consult with the Union before a classification is moved to the "out of schedule" hourly rate of pay.

## **ARTICLE 24: PERSONAL LEAVE**

24.01 Each CUPE member is allowed five (5) working days per year for Personal leave to be taken from the Employee's sick leave.

## **ARTICLE 25: RETIREE BENEFITS**

25.01 Retirees may maintain Group Life Insurance coverage at the retiree's expense, subject to carrier requirements.

## **ARTICLE 26: JURY & WITNESS DUTY**

26.01 Provided twenty-four (24) hours notice is received, the Employer shall grant leave of absence without loss of seniority or benefits to an Employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an Employee the difference between his normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The Employee will present proof of service and the amount of pay received.

Time spent by an Employee required to serve as court witness in any matters arising out of his employment shall be considered as time worked at the applicable rate of pay.

## **ARTICLE 27: LABOUR/MANAGEMENT COMMITTEE**

27.01 It is mutually agreed that a Labour/Management Committee be established to discuss matters of mutual interest, but not matters under consideration through the grievance procedure. The Committee shall consist of three (3) Management employees and three (3) Union representatives. Meetings will be held every three (3) months and other meetings may be called as required. All time spent in meeting shall be considered to be time worked. Process and minute keeping shall be structured within the Terms of Reference of the Committee.

### **ARTICLE 28: TERM OF AGREEMENT**

28.01 This Agreement shall remain in full force and effect from January 1, 2012 to December 31, 2014 and from year to year thereafter unless either party to this Agreement is given notice, in writing, by the other party to amend or terminate this Agreement not less than sixty (60) days or more than one hundred and twenty (120) days prior to the expiry of this Agreement.

### **ARTICLE 29: JOINT JOB EVALUATION PLAN**

#### 29.01 Joint Job Evaluation Plan

The parties agree that the Job Evaluation Plan developed by the Municipality of Crowsnest Pass and CUPE –Local 812 is the Plan agreed for Job Evaluation affecting employees of the bargaining unit.

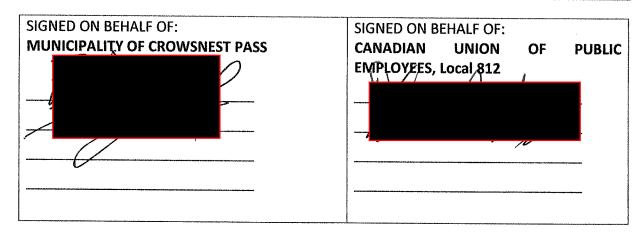
#### 29.02 Job Evaluation Maintenance Procedures

The Job Evaluation Maintenance Procedures are contained in the Job Maintenance Manual. Its provisions may be amended from time to time by mutual agreement of the Employer and the Union.

#### 29.03 Job Classification Manual and attachments:

- (a) Job Classification Maintenance Manual
- (b) Job Classification Manual (Factors & Notes to Raters)
- (c) Job Classification Questionnaire
- (d) Notice of Rating Form
- (e) Rating Sheet (For use by Maintenance Committee Members)
- (f) Reconsideration Form
- (g) Appeal Form
- (h) Appeal Decision Form

Dated tl	his <u>5</u>	day of	February.	2013
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#### LETTER OF UNDERSTANDING "1"

#### **BETWEEN**

# THE MUNICIPALITY OF CROWSNEST PASS

AND

# THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 812

## Re: Agricultural Fieldman

Notwithstanding Article 9.01, the Parties agree to enter into a one year pilot project whereby the Agricultural Fieldperson will be permitted to work flexible schedules of daily and/or weekly hours from May 1, 2012 to October 31, 2012.

On behalf of the Employer

On behalf of the Union

# LETTER OF UNDERSTANDING "2" BETWEEN

#### THE MUNICIPALITY OF CROWSNEST PASS

AND

# THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 812

## Re: Compressed Work Weeks

Notwithstanding Article 9.01, the parties agree that a temporary compressed work week may be utilized as follows:

- 1. In relation to street sweeping operations, for a six week time period in the Spring of each year of the term of the Collective Agreement, the hours on the schedule will be set on a rotating basis to accommodate one man for a 10-hour shift for 4 days per week;
- 2. For the time period of December 1 through to March 31, when weather and road conditions require, the parties agree to set the hours and schedule on a rotating basis to accommodate 10 hour shifts for 4 days per week.



# LETTER OF UNDERSTANDING "3" BETWEEN

# THE MUNICIPALITY OF CROWSNEST PASS AND THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 812

#### Re: Consolidation of Transportation Division

Due to a consolidation of the Transportation Division, and a reduction from three shops to two geographical locations, the following has been agreed to between the parties:

- 1. The Municipality, subject to paragraph 3, will continue to employ three (3) lead hand positions in the Transportation Division. However, the duties of one of the lead hands shall be altered as follows:
  - (a) The primary function will be equipment operation with supervisory duties;
  - (b) Supervisory duties will be assigned as operationally necessary;
  - (c) When the other two lead hands are absent for any reason, the position will assume the full supervisory duties;
  - (d) The duties shall be shifted between lead hands as necessary.
- 2. The Employer shall maintain two lead hands in the Transportation Division at all times.
- 3. Notwithstanding Article 21.09, upon the exit for any reason of one of the lead hands from the position the position may not be filled at the Employer's discretion. The Employer agrees to maintain permanently a minimum of two lead hand positions in the Transportation Division.
- 4. The Equipment Operator II position posted on November 7, 2011 shall be rescinded.
- 5. The Employer agrees to fill the Utility Operator I position and the Union agrees to withdraw its grievance dated September 9, 2011. Should the Utility Operator I position become vacant in the future, the Employer agrees to repost and fill the position.

6. The Letter of Understanding will remain in full force and effect and is not subject to any term of the Collective Agreement as referenced in Article 28.01 of the Collective

On behalf of the Employer

On benait of the Union





# Job Classification Maintenance Manual

The Municipality of Crowsnest Pass and the Canadian Union of Public Employees, Local 812

January 20, 2011

#### Article 1 – Purpose

This Manual is established as an aid to the Municipality of Crowsnest Pass (the Employer) and the Canadian Union of Public Employees, Local 812 (the Union) to:

- (a) Preserve the principles and related provisions from which is established an equitable wage and/or salary rate structure.
- (b) Continue the body of job descriptions and classifications upon which the wage and/or salary rate structure is based.
- (c) Provide the procedure through which to maintain the job descriptions and classifications in adjustment with new and changing conditions.

#### **Article 2 – Definitions**

The following are definitions of terms as used herein:

- (a) Collective Agreement the collective agreement between the Employer and the Union.
- (b) Degree level the actual measurement level within each factor.
- (c) Duty a number of tasks.
- (d) Employee or Employees all persons for whom the Union is the bargaining agent as provided in the Collective Agreement.
- (e) Factors the criteria against which all jobs are evaluated as described in the Classification Manual.
- (f) Incumbent an employee assigned to a job.
- (g) Job or Position a function or a combination of such functions for one or more employees.
- (h) Job Analysis the process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility and working conditions involved in the performance of that job, through the use of questionnaires, interviews and workplace observations.
- (i) Job Classification Questionnaire the tool used to collect and record job data which forms part of the job-related documentation.
- (j) Job Description the written description of a job which includes a summary and a listing of the major duties and responsibilities.
- (k) Job Evaluation a process which measures the value of jobs in relation to each other; this value is expressed in points.
- (I) Job Evaluation Plan a measuring tool to rate jobs. It contains factor definitions with corresponding degree levels and notes to raters.
- (m) Maintenance Committee The committee made up of equal representatives from the Employer and the Union and is responsible for the maintenance of the job evaluation program.
- (n) New job a job which is added to the workforce that is sufficiently different from work currently being performed in the workplace that it cannot be assigned to an existing job.
- (o) Points the numerical expression assigned to each degree level within a factor.
- (p) Position a collection of duties and responsibilities assigned to an employee.
- (q) Rating the process of relating the facts contained in the job documents to the job evaluation plan and selecting the factor degree levels judged to be appropriate.
- (r) Rating Sheet Records the facts and rationale for the degree levels assigned to each factor for each job.
- (s) Tasks a unit of work activity that forms part of a duty; one of the operations that constitute a logical and necessary step in the performance of a duty.
- (t) Total Points the sum of all points allocated to each job for all factors determined in accordance with the job evaluation plan.

(u) Wage Rate – a designated wage within the wage schedule found in Article 23.00 of the collective agreement.

#### **Article 3 – The Maintenance Committee**

- 3.1 The maintenance committee shall have equal representation and participation from the Employer and the Union, consisting of two (2) representatives from the Employer and two (2) from the local Union.
- 3.2 The Employer and the Union shall designate one of its representatives to act as cochair. The co-chairs are responsible for:
  - (a) Chairing committee meetings;
  - (b) Scheduling of regular committee meetings which includes notification of appropriate supervisors for committee member's attendance;
  - (c) Establishing the priority of matters to be acted upon by the committee.
- 3.3 Committee members shall be excused from rating their own job, the position of a direct subordinate or any position where the rating of that job may place them in a conflict of interest situation.
- 3.4 Each party may appoint alternate representatives to serve as replacements for absent members. Alternate members shall have the right to make ratings decisions only when replacing a regular committee member who is either absent or unable to attend due to a conflict of interest situation. Alternate members are encouraged to attend all meetings to maintain rating skills.
- 3.5 The Employer will provide administrative support to the committee. The person performing these functions may not be a member of the committee. These functions shall be performed under the direction of the co-chairs and include:
  - (a) The distribution of all committee correspondence to the co-chairs;
  - (b) The preparation and distribution of meeting agendas and notices;
  - (c) The preparation and distribution of minutes;
  - (d) The preparation and distribution of committee documents.
- 3.6 The Union committee members and any alternates appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the committee.
- 3.7 Routine business decisions of the committee shall be made by a simple majority. Job rating decisions shall require a unanimous decision of the full committee and shall be final and binding on the parties, subject to the appeal procedure set out in Article 7.
- The committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice along with the agenda for the meeting at least forty-eight (48) hours before the meeting. Either party may call a meeting by giving written notice and this meeting shall take place within seven (7) working days of the delivery of the notice to the other party's co-chair.

3.9 Either party to the agreement may engage advisors to assist its representatives on the maintenance committee. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the committee. Each party shall be responsible for their respective costs of the advisor.

#### Article 4 - Mandate of the Maintenance Committee

- 4.1 The maintenance committee shall maintain the job evaluation program by:
  - (a) Evaluating all of the jobs using the job evaluation plan;
  - (b) Maintaining the integrity of the program;
  - (c) Recommending to the parties changes to the job evaluation plan, its procedures or methods, as may be deemed necessary form time to time.
  - (d) Recording the results and rationale on the rating sheet and completing the **Notice of Rating Form**. Copies of the Notice of Rating Form and job description will be provided to the maintenance committee, co-chairs, incumbents, supervisor, and the union.
  - (e) Documenting decision criteria and precedents on an on-going basis for future committee reference.

## Article 5 – Job Analysis Procedure for Rating Jobs

5.1 The following general procedure shall be used to rate jobs:

### Step 1

A **Job Classification Questionnaire** shall be completed by the incumbent(s) and the supervisor. The completed questionnaire shall be submitted to the maintenance committee along with a copy of the current job description. The questionnaire shall detail any changes to the job resulting from new or changed circumstances in the job.

#### Step 2

The employer shall, if necessary, draft a new job description based on the information gathered. Where further information is required, interviews may be held with the incumbent(s) and or the supervisor. The committee may make recommendations for amendments.

#### Step 3

The job shall be rated based on the agreed-upon job description in accordance with the job evaluation plan. The committee shall also use the information obtained from the completed questionnaire, interviews with the incumbent(s) and/or supervisor and, if required, a visit to the worksite.

#### Step 4

When the committee has completed rating the job, it will provide the supervisor and the incumbent(s) with a copy of the job description and Notice of Rating Form.

- 5.2 In the application of the job evaluation plan, the following general rules shall apply:
  - (a) It is the content of the job, and not the performance of qualifications of the incumbent(s) that is being rated;
  - (b) Jobs are evaluated without regard to existing wage rates;
  - (c) Jobs are rated at the appropriate degree level in each factor by comparing the specific requirements of the job to each factor definition and the description of each degree level;
  - (d) The job analysis and rating of each job shall be relative to and consistent with the job descriptions and ratings of all other jobs rated under the plan;
  - (e) The factors must have an impact on all jobs being rated;
  - (f) Rating decisions shall include a sore-thumbing process to ensure consistency in committee decisions.

#### **Article 6 – Maintaining the Job Evaluation Plan**

6.1 It is important that the parties maintain accurate job descriptions and job ratings on an on-going basis. Failure to do so will damage the integrity of the program. It is the intention of the parties to review jobs periodically and to complete a review, starting January 1, 2014 of 12 jobs annually, through a cross section of the Municipal positions on a rotation list — 12 jobs year one, 12 jobs year two, 12 jobs year three, then restart the process once all positions have been reviewed.

#### 6.2 Job Evaluation Procedures for Changed Jobs

Whenever the employer changes the duties and responsibilities of a job or the incumbent(s)/union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job accurately, the following procedures shall apply:

- (a) The incumbent(s)/union or the supervisor/employer may request a job evaluation review by completing and submitting a **Reconsideration Form.**
- (b) Upon receipt of a completed Reconsideration Form, the maintenance committee shall gather accurate and current information on the job as outlined in Articles 5 and 6. The gathering of information shall involve requesting the incumbent(s) and supervisor to complete an up-to-date **Job Classification Questionnaire** along with revisions to the job description. Where further information is required, interviews may be held with the incumbent(s) and/or supervisor and/or visits to the worksite may

- occur. Based on the information, the employer shall update the job description as necessary.
- (c) Where the job description has been changed, the committee shall meet to rate each factor of the job and establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision using a **Notice of Rating Form.** The rating of the job shall determine the wage rate for the job.
- (d) Any further review of the job cannot be undertaken until eighteen (18) months have elapsed from the date of the formal appeal review, and then only if significant material changes have occurred.

#### 6.3 Job Evaluation for New Jobs

Whenever the employer establishes a new job, the following procedures shall apply:

- (a) The employer shall prepare a draft job description for the job;
- (b) The maintenance committee shall meet and establish a temporary wage placement in the bands for the job based on the draft job description;
- (c) The job shall be posted in accordance with the collective agreement and any person appointed to the job shall be paid the temporary wage rate;
- (d) Six (6) months after appointment to the job, the incumbent(s) and the supervisor shall complete a **Job Classification Questionnaire**. The questionnaire shall be submitted along with a draft job description to the maintenance committee.
- (e) The employer shall finalize the job description and the maintenance committee shall rate the job according to the procedure set out in Article 5 and complete a **Notice of Rating Form**;
- (f) If the wage rate increases as a result of the six (6) month review, the increase shall be paid to the incumbent(s) effective the date of appointment to the job. If the wage rate decreases as the result of the six (6) month review, the incumbent(s) shall be placed at the correct rate in the month following the completion of the review.

#### Article 7 - Appeal Procedure

- 7.1 Within thirty (30) days of receipt of the Notice of Rating Form in accordance with Articles 5.1, 6.2 and 6.3, the following procedure shall apply:
  - (a) The incumbent(s)/union and or supervisor/employer may request an appeal of the job description and/or the job rating by completing and submitting an **Appeal Form**, stating the reason(s) for disagreeing with the job description and/or the rating of the job.

- (b) The Appeals Committee shall deliberate over the appeal request and make a decision that shall be final and binding upon the parties and all employees affected. The Appeals Committee shall consist of an Independent Consultant (currently Casey Hellawell) and CUPE National Representative (currently Colleen Quintal). The decision shall be final and binding upon the parties and all employees affected.
- (c) The Appeals Committee shall inform both the incumbent(s) and the supervisor of its decision using the **Appeal Decision Form**.
- (d) In the event that the Appeals Committee is unable to reach agreement on any matter relating to the interpretation, application or administration of the job evaluation program, the Appeals Committee shall advise, in writing, the Employer and the Union of this fact within fifteen (15) working days.

#### **Article 8 – Dispute Resolution**

- 8.1 Either party may, by written notice to the other, refer the dispute to a single arbitrator who shall be selected by agreement between the parties. If the parties are unable to agree, either party may request that a single arbitrator be appointed pursuant to Section 137 of the Alberta Labour Relations Code.
- 8.2 The arbitrator shall decide the matter upon which the committee has been unable to agree and the arbitrator's decision shall be final and binding upon the committee, the Employer, the Union and all affected employees. The arbitrator shall be bound by the terms of this Maintenance Manual and the job evaluation plan and shall not modify or amend any of their provisions. The arbitrator's jurisdiction shall be limited to the matter in dispute, as submitted by the parties. Submissions to the arbitrator shall be by written brief.
- 8.3 The arbitrator's fees and expenses shall be shared equally between the parties.
- 8.4 The time limits contained in this article may be extended by mutual agreement of the parties.

# Article 9 – Applying the Ratings to Wage Rates

- 9.1 Job ratings serve to:
  - (a) group jobs having relatively equivalent point values (this is commonly known as banding);
  - (b) provide the basis upon which wage rate relationships between jobs are established;
  - (c) measure changes in job content;
  - (d) assign jobs into their proper pay rates in the wage schedule in the collective agreement.

- 9.2 The total point allocation shall be used to determine the wage rates for the jobs.
- 9.3 If a job is rated at a wage rate which is higher than the current wage rate for that job, the incumbent(s)'s wage rate shall be adjusted to the higher wage rate on the new wage schedule retroactive to the date the Reconsideration Form was submitted.
- 9.4 If a job is rated at a wage rate which is lower than the current wage rate for that job, the incumbent(s)'s shall have their wage frozen and shall not receive wage increases until the whole wage band moves up to that value base on bargaining or wage band reviews.

#### Article 10 - Conclusion and Implementation

- 10.1 The maintenance committee shall report its recommendations for changes to the job evaluation plan or to this maintenance manual to the parties for ratification.
- 10.2 This maintenance manual, including all appendices, the job evaluation plan and any other documents agreed to by the parties shall be deemed to be included in the collective agreement, effective the date of signing this maintenance manual.

For Municipality of Crowsnest Pass	For Canadian Union of Public Employees,		
a			
Date: January 21, 2011	Date: Qawany 21, 2011		

# Appendices:

**Job Classification Manual** 

**Job Classification Questionnaire** 

**Notice of Rating Form** 

**Reconsideration Form** 

**Appeal Form** 

**Appeal Decision Form** 





# Job Classification Manual

Factors and Notes to Raters

#### Article 1 - Introduction:

The purpose of this manual is to serve as a reference guide for the job classification methodology used to evaluate CUPE positions at the Municipality of Crowsnest Pass.

As the organization continually changes, the information in this manual may become outdated or new information may be added. Information in this manual will be updated as necessary.

Job evaluation is the analysis and evaluation of work for the purpose of determining the relative value of jobs within an organization. Job evaluation may also provide valuable information for organizational analysis and for human resource planning and management strategies such as succession planning, performance management, compensation, etc.

For a job evaluation system to be effective, care must be taken in ensuring the system is as objective as possible. It is important that each job be evaluated on the basis of **current**, **regular and on-going work conditions and job content**. It is also essential that the focus of the evaluation process be on the purpose, scope and responsibilities of work assigned to the position, and not an incumbent's personal qualities or performance. In other words, the focus is on the position and not the individual(s) in the position.

As jobs are very often affected in some way by organizational change, maintaining the job evaluation system requires that departments periodically review their organization design and structure to determine if significant changes have occurred. Any change in an organization's structure may alter the content of a job, which may result in an adjustment in the evaluation of the job. Ideally the position description should be updated every time there is a substantial change to a position's purpose, scope, and/or responsibilities.

The Municipality of the Crowsnest Pass and CUPE 812 signed a Letter of Understanding which established a joint committee to develop a job classification system. The Letter of Understanding required that the committee establish the duties and responsibilities for each job and evaluate all CUPE jobs using this job classification system.

The job evaluation method which follows combines job classification and factor comparison. The method produces job specifications which describe the kind and level of work found in each position. In addition, each position receives a factor level score to establish a job value hierarchy. Where appropriate, job specifications will be created to recognize how similar kinds of jobs may be grouped in a series. For example, within an Administrative Support group, levels I, II, III, and so on may be created.

The Joint Committee's role is to review and evaluate all positions using an objective and consistent approach. To assist the Committee, each position will have a Classification Questionnaire completed by the job incumbent(s). Using the Questionnaire, the Committee will evaluate each job using eleven factors which are as follows:

- 1. Knowledge the formal education and training required to perform the job satisfactorily.
- 2. Experience the experience required to perform the job satisfactorily.
- 3. Manual Skills and Dexterity the physical skills required to operate computers, tools, and equipment.
- 4. Decision Making and Problem Solving the types of decisions and problems that face the person performing the job.
- 5. Leadership, Supervision, and Specialist Advisory the type of supervision and advisory responsibilities found in the job.
- 6. Contacts and Relationships the kind and level of relationships that the job requires.
- 7. Physical Effort the physical demands of the job.
- 8. Mental Effort the concentration required in the job.
- 9. Working Conditions the disagreeable conditions under which the job is performed.
- 10. Safety of Others the inherent risks to others when performing the job.
- 11. Independence, Accountability and Scope of Impact the overall results and impact of the job.

#### Article 2 - Procedures:

The procedures for maintaining the job classification plan are found in the **Job Classification Maintenance Manual**. The Maintenance Manual also includes appendices which consist of various forms to be used when using the plan.

**Article 3 - Point Factors Weights and Scores:** 

Points/ Degree Level	<u>Level 1</u>	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
Knowledge (15%)	12	24	36	48	60			
Experience (15%)	7.5	15	22.5	30	37.5	45	52.5	60
Manual Skills (5%)	5	10	15	20				***
Decision Making (15%)	15	30	45	60				
Leadership (10%)	13.33	26.67	40.00			***************************************		
Contacts (10%)	8	16	24	32	40			
Physical Effort (5%)	4	8	12	16	20			
Mental Effort (2%)	1.6	3.2	4.8	6.4	8			
Working Conditions (5%)	4	8	12	16	20			
Safety (3%)	3	6	9	12				
Accountability (15%)	12	24	36	48	60			

# Article 4 - Factor Descriptions, Degree Levels and Notes to Raters:

#### 1. Factor - Knowledge:

- 1. Some education and training but less than a high school diploma.
- 2. High school diploma or equivalent.
- 3. High school diploma plus up to two years of post secondary education including trade apprentices.
- 4. High school diploma plus more than two years of post secondary education including journeyman trades certification.
- 5. High school diploma and up to four years of post secondary education including an undergraduate degree.

#### **Notes to Raters:**

- The level of knowledge is based on today's educational levels and standards.
- The measurement is the level required to attain the job, not the level held by the job's incumbent.
- Refer to the Experience Factor if an equivalent combination of knowledge and experience is accepted.
- Additional training courses or certifications should be included under this factor.
- If the job requires an apprenticeship, measure only the actual time spent in the classroom. Time spent learning on the job is measured under the Experience Factor.

#### 2. Factor - Experience:

- 1. Up to three months of experience
- 2. Four to six months of experience
- 3. Six to twelve months of experience
- 4. One year of experience
- 5. Two years of experience
- 6. Three to four years of experience
- 7. Five to six years of experience
- 8. More than six years of experience

- Experience includes the time it takes the incumbent to learn the practical applications of knowledge to perform the work, solve work problems, learn the techniques, methods, practices, procedures, routines, forms, etc.
- Include the time spent apprenticing or in similar training programs, **excluding** actual classroom time.
- This factor <u>does not</u> measure the incumbent's actual job experience or how an incumbent may mature in the job.
- Time required to attain memberships or licenses should be considered under this factor.

#### 3. Factor - Manual Skills and Dexterity:

- 1. The job requires some manual skills and dexterity to operate computers, tools or equipment but is generally required only on an occasional basis (monthly or less) and for relatively short periods of time (a few minutes per occasion).
- 2. The job requires regular use (daily) of computers, tools, or equipment for up to an hour per occasion <u>or</u>, less frequently but for more than an hour per occasion.
- 3. The job requires frequent use (many times per day) of computers, tools, or equipment for up to an hour per occasion <u>or</u>, less frequently but more than an hour per occasion.
- 4. The job requires frequent use (many times per day) of computers, tools, or equipment for several hours per day.

- If there are a variety of dexterity requirements, focus on the most frequent tasks with the longest durations.
- Consider if computer, tool, or equipment operations are integral to the job when measuring this factor.
- The application of the computers, tools, and equipment should be considered in this factor.

Applications	Comments
Basic operations (start and stop), data retrieval or input	Low frequency and duration are level 1. If frequency is daily and duration is up to one hour, then level 2.
Create and modify documents, maintain tools and equipment	If frequency is daily and duration is up to one hour then level 2. If either frequency or duration is higher, then level 3.
Trouble shoot and repair, use specialized programs	If frequency is daily and duration is up to one hour, then level 3. If either frequency or duration is higher, then level 4.
Design and/or modify programs, tools, or equipment to suit application	If frequency is daily and duration more than one hour, then level 4.

## 4. Factor – Decision Making and Problem Solving:

- 1. Decisions and problems are routine in nature. Guidance is readily available from a supervisor, manual, policy, or a well-developed protocol that is gained with experience.
- 2. Decisions and problems vary from routine to those which require the incumbent to choose between alternatives or apply a policy to resolve. Supervision is readily available for direction, if needed.
- 3. Decisions and problems are varied and require the incumbent to use some judgement and discretion within policy, codes, and/or legislation. Supervision can be consulted in cases where several options are available.
- 4. Decisions and problems are varied and require the incumbent to use considerable judgment and discretion. The incumbent may be required to develop policy or new methods of work. Supervision is usually only consulted in complex or unusual situations.

#### Notes to Raters:

- The frequency of problem solving and decision making must be considered in this factor.
- Focus on the most common and frequent decisions.
- Refer to Factor 8 Independence, Accountability, and Scope of Impact for consistency.

# 5. Factor – Leadership, Supervisory and/or Specialist Advisory Responsibilities:

- 1. Supervisory or specialist advisory responsibilities are not normally part of the job but there may a requirement to show others how to perform the work.
- 2. Supervisory responsibilities involve supervising the work of others performing similar duties or may involve giving periodic advice or direction to others without supervisory authority.
- 3. Supervisory responsibilities are a regular part of the job which includes planning, assigning, and reviewing the work of those supervised or, involve the giving of regular advice or direction to others without supervisory authority.

- "Supervisory responsibilities" include planning, organizing, scheduling, coordinating work; assigning work or people; maintaining the quality, quantity, accuracy of the work; giving advice, direction, guidance; developing work methods, procedures, or standards.
- Consider the nature of the work group; typically, consistent supervision of a regular permanent workgroup is level 3.

#### 6. Factor - Customer Service, Communications, Contacts, and Relationships:

- 1. Maintains work relationships.
- 2. Explains, exchanges information or data.
- 3. Deals with or settles requests, complaints; clarifies information.
- 4. Interprets, teaches, instructs, counsels; handles specialized or difficult complaints, resolves problems by obtaining or presenting detailed information.
- 5. Influences, negotiates, persuades; handles specialised, difficult, or sensitive complaints, resolves problems by securing cooperation from others.

#### **Notes to Raters:**

- "Work relationships" means contacts with other employees regarding the work.
- Contacts of a supervisory nature are not considered in this factor. These contacts are considered as part of Factor 5 Leadership, Supervisory and/or Specialist Advisory Responsibilities
- Consider the purpose and nature of the contact. The level of the person contacted is relevant to the extent that is verifies the nature and purpose of the contact.
- Consider frequency as a means to measure the most common and regular contacts found in the job. Some jobs may exhibit a high level of contacts but only on an occasional or infrequent basis.
- Specialized or difficult contacts deal with subjects that are complex and typically require some specific training or considerable experience to allow the incumbent to communicate in a meaningful way.

#### 7. Factor - Physical Effort and Activity:

- 1. Light activity of short duration.
- 2. Light activity of medium duration or medium activity of short duration.
- 3. Light activity of long duration <u>or</u> medium activity of medium duration <u>or</u> heavy activity of short duration.
- 4. Medium activity of long duration or heavy activity of medium duration.
- 5. Heavy activity of long duration.

#### **Notes to Raters:**

- Consider how movements may be restricted in this factor.
- Use frequency to verify the duration of the activities.

#### **Types**

Light activities	Sitting, driving, standing, walking on even surfaces, lifting < 5 kgs
Medium activities	Climbing, walking on uneven surfaces, stooping, lifting <10 kgs
Heavy activities	Crouching, kneeling, pushing, pulling, lifting > 10 kgs

#### **Duration**

Short	< one hour
Medium	one to two hours
Long	> two hours

#### 8. Factor - Mental Effort

- 1. Job requires concentration using one or more senses for less than an hour at a time.
- 2. Job requires concentration using one or more senses for up to one hour at a time.
- 3. Job requires concentration using one or more senses for more than an hour at a time.
- 4. Job requires concentration using two or more senses for up to one hour at a time.
- 5. Job requires concentration using two or more senses for more than an hour at a time.

#### **Notes to Raters:**

- Attentiveness to job duties is required in all jobs so measure tasks that require concentration.
- Concentration requires the use of one or more senses (sight, taste, smell, touch, and hearing).
   Measure those tasks that require concentration and lead to mental fatigue.
- Consider how interruptions or multi-tasking affect concentration (some jobs require continued concentration despite frequent interruptions or changing job priorities). Refer to Working Conditions section of questionnaire for information on interruptions.

## 9. Factor – Working Conditions, Work Environment and Personal Hazards:

- 1. The work environment contains little or no exposure to disagreeable conditions or hazards.
- 2. The work environment contains occasional exposure to minor <u>or</u> little exposure to major disagreeable working conditions.
- 3. The work environment contains regular exposure to minor <u>or</u> occasional exposure to major disagreeable working conditions.
- 4. The work environment contains frequent exposure to minor <u>or</u> regular exposure to major disagreeable working conditions.
- 5. The work environment contains frequent exposure to major disagreeable working conditions.

#### **Notes to Raters:**

- Focus on conditions that apply to the job throughout the year.
- Use durations to verify the frequency of the exposure.
- Do not consider conditions that are provided for in the collective agreement like shift premium.

Minor conditions include dust, dirt, fumes, heat, cold, noxious odours, noise, vibration, poor lighting, inclement weather, poor ventilation, congested workspace, interruptions, exposure to rudeness or profanity, minimal exposure to infectious disease.

Major conditions include extreme exposures to dust, dirt, fumes, heat, cold, noxious odours, noise, vibration, poor lighting, inclement weather, poor ventilation, congested workspace, exposure to verbal or physical abuse by members of the public, regular exposure to infectious disease.

Little	Condition seldom occurs
Occasional	Weekly to daily but not every day
Regular	Once to several times per day but not continuous
Frequent	Almost every day for almost the whole day

#### 10. Factor - Safety of Others:

- 1. Little degree of care is required to prevent injury or harm to others.
- 2. Some degree of care is required to prevent injury or harm to others.
- 3. Considerable degree of care is required to prevent injury or harm to others.
- 4. High degree of care is required to prevent injury or harm to others.

#### **Notes to Raters:**

All job incumbents have a responsibility for their own welfare and the welfare of others in the
workplace. However, some jobs include greater inherent risks and exposures to greater hazards
than others. Further, there are steps that can be taken to reduce the risks and hazards.
 Consider the following examples as a guide:

Little	Closing file drawers, ensure supplies are stored safely, read product instructions before using.
Some	Posting hazard notices, cleaning work areas.
Considerable	Operating motorized equipment in secured areas.
High	Using hazardous materials, operating large equipment in public areas.

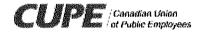
#### 11. Factor – Independence, Accountability, and Scope of Impact:

- 1. Decisions and actions have minimal effect and are checked routinely.
- Decisions and actions result in minor losses of time or resources and may affect the work of others.
- 3. Decisions and actions could result in significant losses of time and resources <u>or</u> cause some embarrassment within the department.
- 4. Decisions or actions could result in serious losses of time or resources **or** cause significant embarrassment within the organization and limited impact on public image.
- 5. Decisions or actions could result in major losses of time and resources <u>or</u> cause severe embarrassment within the organization and serious impact on public image.

- Consider the nature of the most serious, probable errors on the job, at what stage errors would be discovered and the effect of those errors.
- Accountability includes, handling money; damage or loss of equipment, supplies or property;
   disruptions or delays of service; lost time detecting and correcting errors; inaccurate records or reports; safeguarding confidential or restricted information; morale of other employees.
- Consider the seriousness of the error and the embarrassment to the organization or department.

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# Municipality of Crowsnest Pass and Canadian Union of Public Employees, Local 812 Job Classification Questionnaire

#### Introduction

The purpose of this questionnaire is to help you describe your job and tell us the conditions under which you carry it out so that we may analyze it. Please read this questionnaire carefully and write your responses legibly in ink. Please provide as much detail as possible and attach extra pages if necessary. You may find that some of the questions do not relate to your job. If this is the case, please write N/A (not applicable) in the space provided.

This questionnaire <u>is not</u> about your job performance and your job performance will have no impact on the evaluation of your position. Employees who are doing the same job are encouraged to discuss their duties with each other. Group submissions are preferred if each person is in agreement with the responses provided and signs the last page.

It is important that supervisors read the employee's responses and are encouraged to make comments. Supervisors are asked not to change an employee's response but rather comment in the space provided.

For further information, please contact one of the following Joint Job Classification Committee members:
You may keep a copy of the questionnaire once you and your supervisor have completed and signed it
Completed forms should be returned to your Supervisor by no later than
Thank you for your help.

# JOB IDENTIFICATION

Job Title & Classification:	
Department and Section (if applicable):	
Direct Supervisor (Name & Title):	
COMPLETION & REVIEW	
Completed By: Date:	
(Employee or Group) (Name(s) and Title)	
Reviewed By: Date:	
(Immediate, Exempt Supervisor) (Name and Title)	
JOB DESCRIPTION – What do you do?	
JOB DESCRIPTION — What do you do?  This section is similar to a traditional job description. Please be concise and clear about the	
This section is similar to a traditional job description. Please be concise and clear about the responsibilities and tasks. Point form responses are acceptable. Include only those activities that are a	1
This section is similar to a traditional job description. Please be concise and clear about the	1
This section is similar to a traditional job description. Please be concise and clear about the responsibilities and tasks. Point form responses are acceptable. Include only those activities that are a	1
This section is similar to a traditional job description. Please be concise and clear about the responsibilities and tasks. Point form responses are acceptable. Include only those activities that are a regular part of your job; do not include volunteer activities.	1
This section is similar to a traditional job description. Please be concise and clear about the responsibilities and tasks. Point form responses are acceptable. Include only those activities that are a regular part of your job; do not include volunteer activities.  1. OVERALL PURPOSE OF THE JOB (JOB SUMMARY)	3
This section is similar to a traditional job description. Please be concise and clear about the responsibilities and tasks. Point form responses are acceptable. Include only those activities that are a regular part of your job; do not include volunteer activities.  1. OVERALL PURPOSE OF THE JOB (JOB SUMMARY)	1
This section is similar to a traditional job description. Please be concise and clear about the responsibilities and tasks. Point form responses are acceptable. Include only those activities that are a regular part of your job; do not include volunteer activities.  1. OVERALL PURPOSE OF THE JOB (JOB SUMMARY)	1
This section is similar to a traditional job description. Please be concise and clear about the responsibilities and tasks. Point form responses are acceptable. Include only those activities that are a regular part of your job; do not include volunteer activities.  1. OVERALL PURPOSE OF THE JOB (JOB SUMMARY)	3
This section is similar to a traditional job description. Please be concise and clear about the responsibilities and tasks. Point form responses are acceptable. Include only those activities that are a regular part of your job; do not include volunteer activities.  1. OVERALL PURPOSE OF THE JOB (JOB SUMMARY)	1
This section is similar to a traditional job description. Please be concise and clear about the responsibilities and tasks. Point form responses are acceptable. Include only those activities that are a regular part of your job; do not include volunteer activities.  1. OVERALL PURPOSE OF THE JOB (JOB SUMMARY)	3

## 2. DUTIES/FUNCTIONS

List your duties, in order of importance (usually 3-6, however you may add more if necessary).
 For each duty, indicate the percentage of time devoted to each duty. Please provide detail and examples.

Duties		Percentage of Time
		(%)
1.		
2.		
3.		
4.		
5.		
J.		
6.		
Supervisor's Comments		NI_
Are the responses to this question complete?	☐ Yes ☐	No
Do you agree with the contents of this section?  Comments:	<u> </u>	140
comments.		
Superviso	r's Initials:	

# JOB CLASSIFICATION INFORMATION – What do you need to know and how is this knowledge applied when you do the work?

In this section, please outline the typical formal education, training and/or certifications that are *required* to do the job. Then, indicate the types of other knowledge and skills that a person must have and apply to do the job.

#### 1. FORMAL EDUCATION

In what?

2.

a.

Indicate the *minimum* type of formal education typically required to do your job, *based on requirements* of the work itself, not what you have.

Some education and training, but less than the equivalent of a high school diploma.

High school plus up to two years of post-secondary education, including trades apprenticeships.

High school diploma or equivalent to about 12 years of formal education.

High school plus <u>more than two years</u> of post-secondary education, including journeym trades.	an
In what?	
High school plus <u>four or more years</u> of post secondary education, including an undergra university degree.	duate
In what?	
EXPERIENCE	
How much previous related experience in related work is typically required to do your job? check one box only and provide details.	Pleas
Less than 3 months	
4-6 months	1
6-12 months	
1 year	
2 years	
3-4 years	-
5-6 years	
If more than 6 years, please state how many. Requires years.	

	Up to 1 month
	1-3 months
	3-6 months
	1 year
	2 years
	If more than 2 years, please state how many. Requires years.
t a	<b>ER FORMAL CERTIFICATION</b> ny other formal certification that is <i>required</i> in your job (e.g., Accounting Designation, Trades fications, special licenses, etc.)
N	do you acquire the above certification?
lic er	ER KNOWLEDGE AND SKILLS  ate other knowledge and skills that are required to perform your job (e.g., machine/equipment ation, writing skills, communication skills, computer-related skills, analytical skills, process/
ic er	ate other knowledge and skills that are required to perform your job (e.g., machine/equipment
ic er	ate other knowledge and skills that are required to perform your job (e.g., machine/equipment ation, writing skills, communication skills, computer-related skills, analytical skills, process/
ic er	ate other knowledge and skills that are required to perform your job (e.g., machine/equipment ation, writing skills, communication skills, computer-related skills, analytical skills, process/

Supervisor's Comments					
Are the responses to this question complete?		Yes			No
Do you agree with the contents of this section	1? 🚨	Yes			No
Comments:					
Sup	pervisor's Init	ials:			
·					
3. PHYSICAL SKILLS AND DEXTERITY					
In the following spaces, indicate the nature o	f the <b>physica</b> l	skill requi	rement (	typic	ally associated with
computer use and/or the use of tools or othe					
times a day, daily, weekly, monthly, occasions					
application (e.g., a few minutes, an hour, mar					
			r		
Do you use a computer as a regular p	part of your v	vork?	☐ Ye	es	□ No
If yes, what is the nature of the computer wo	rk (e.g., data	retrieval/e	ntry, cre	ate/m	nodify text
documents, create/modify tabular/graphic m					
(accounting, GIS, CADD, etc.), programming a					
repair, etc.)?	,		,		
			<del>1</del>		
Job Requirement:	Frequency: (		- 1		l Duration: (e.g., a few
	day, daily, weekly occasional/infred		m	inutes,	an hour, many hours, etc.).
					W
				······································	
,					

roubleshooting & repair, design and/or modification, etc.)?				
·	Frequency: (e.g., many times a day, daily, weekly, monthly, occasional/ infrequent, etc.)	Typical Duration: (e.g., a minutes, an hour, many hours, et		
se provide any additional information abo		physical skills and dexterity		
se provide any additional information abo		physical skills and dexterity		
itional Comments use provide any additional information about a requirement of your job, if it has not alre		physical skills and dexterity		
se provide any additional information abo		physical skills and dexterity		
se provide any additional information abo requirement of your job, if it has not alre	ady been noted	physical skills and dexterity  No No		

### 3. DECISION-MAKING AND PROBLEM-SOLVING

### **Examples and Frequency of Decisions/Problems**

Give examples that illustrate the kinds of decisions that you are required to make, or the problems you must solve to do your job. How often do you have to make these decisions or solve this type of problem (e.g., many times a day, daily, weekly, monthly, occasional/infrequent, etc.)?

Type of Decision/Problem	Frequency: (e.g., many times a day, daily, weekly, monthly, occasional/infrequent, etc.)

#### **Decision Support**

How do you solve problems?	Give examples
By using my own	
experience/expertise	
By choosing between 2	
or more alternatives	
By referring to the	
supervisor/manager	
By referring to a manual	
or policy	
By referring to an	
industry code	
By consulting legislation	

Guideline/Procedure Development			
Are you required to develop new work methods, pr	ocedures or practices?	Yes	☐ No
If yes, please explain.			
F			
Decisions Referred			
What types of decisions are referred to or reviewed	l by your supervisor (or hi	gher decision au	uthority).
Decisions Referred to Supervisor/Higher Level: (6)			
decision?)			
5 1 100 cm of 6 cm on the			
Additional Comments	Contato or or alliana and ana	Ulawa ashikamaa	af
Please provide any additional information about the	e decision-making and pro	blem-solving as	pects of
your job that has not already been noted.			
		·	
	Annual Control of the		
Supervisor's Comments			
Are the responses to this question complete?	☐ Yes	□ No	
Do you agree with the contents of this section?	Yes	☐ No	
	- Commission of the Commission		
Comments:			
Superviso	or's Initials:		

# 4. LEADERSHIP, SUPERVISORY AND/OR SPECIALIST ADVISORY RESPONSIBILITIES

# **Level of Supervisory Responsibility**

Check the statements that describe your level of responsibility for the actions and activities of others

nclude employees, volunteers, contractors when answering these questions.
No formal supervisory responsibility.
Someone else may assign work but you monitor the work of others, and you may perform duties similar to those monitored.
Direct, front-line supervision; you may plan the work for the work unit, assign the work and train employees directly supervised.
You develop work procedures and training for others.
Nature of the Work Group (Required Only for Supervisory Jobs)
low many employees are you directly responsible for?
low many are "permanent" employees?
low many "non-permanent" employees?
are the skills and work requirements of the employees for whom you are responsible "diverse" on
elatively similar (give examples to illustrate the diversity, if applicable):
Project/Team Leadership Responsibility
escribe any regular, project or team leadership responsibilities that are a regular part of the job.

**Specialist Advisory Responsibility** Do you function as a Specialist Advisor who provides advice and/or direction to others as a regular expectation of your job, other than in a direct supervisory role? ☐ No ☐ Yes If yes, please describe these circumstances (e.g., provide guidance/instruction/direction, schedule/coordinate work, assign work, oversee work for quality and accuracy, etc.). **Additional Comments** If your job cannot be adequately reflected by the above options, select the closest option and provide a brief description of the situation. **Supervisor's Comments** ☐ No Yes Are the responses to this question complete? ☐ No Do you agree with the contents of this section? ☐ Yes Comments: Supervisor's Initials:

#### 5. CUSTOMER SERVICE, COMMUNICATIONS, CONTACTS AND RELATIONSHIPS

Indicate the nature of the customer service contacts, communications, relationships and group processes that are typical in your job. Also indicate *very briefly* the nature or purpose for the contact (i.e., to exchange information, explain/interpret, teach/instruct, counsel/ influence, persuade, etc.) and the *typical* frequency (e.g., many times a day, daily, weekly, monthly, occasional/infrequent, etc.).

#### Internal to the Municipality (i.e., Municipal employees):

Nature of Contact (Why?)	Frequency?
(i.e., to exchange information, explain/interpret, teach/instruct, counsel/ influence, persuade, etc.)	(e.g., many times a day, daily, weekly, monthly, occasional/infrequent, etc.)
	(i.e., to exchange information, explain/interpret, teach/instruct,

#### External to the Municipality (i.e., Counsellors, contractors, suppliers, citizens, etc):

Position Title/Group?	Nature of Contact (Why?)	Frequency?
(i.e., position/group title for external contractors, suppliers, government officials, general public, Council/committee members, etc. with whom you interact as a job requirement)	(i.e., to exchange information, explain/interpret, teach/instruct, counsel/ influence, persuade, etc.)	(e.g., many times a day, daily, weekly, monthly, occasional/infrequent, etc.)

Additional Comments If there are customer ser	vice, contact, relationship	and/or communic	cation situations in	your work that
	the space below to comme			
				· · · · · · · · · · · · · · · · · · ·
Supervisor's Comments				
Are the responses to this	guestion complete?	☐ Yes	☐ No	
Do you agree with the co	·	Yes	□ No	
Comments:				
	Superviso	or's Initials:		
	- Capor vio			
6. EFFORT AND ACTIVITY				
Physical Effort In the snace below, indic	ate the major job elements	that require phy	sical effort. their fre	equency and the
duration of the activity.			,	, , , , , , , , , , , , , , , , , , , ,
Job Requirement:	Frequency:		Typical Duration	
Check all that apply	Check most common	frequency	Check most comr	
			☐ a few minutes	O an hour
☐ Sitting	☐ many times a day ☐ weekly ☐ monthly	-	□ a rew minutes □ several hours	⊔ an nour
		-		
☐ Driving	☐ many times a day ☐ weekly ☐ monthly	☐ daily	☐ a few minutes	□ an hour
	- weekly - monthly	Li Occasionany	☐ several hours	
☐ Standing	☐ many times a day	☐ daily	☐ a few minutes	□ an hour
	☐ weekly ☐ monthly	□ occasionally	☐ several hours	

☐ Climbing stairs	☐ many times a day ☐ daily	☐ a few minutes ☐ an hour
	□ weekly □ monthly □ occasionally	☐ several hours
☐ Stooping	☐ many times a day ☐ daily	☐ a few minutes ☐ an hour
	□ weekly □ monthly □ occasionally	☐ several hours
☐ Kneeling	☐ many times a day ☐ daily	☐ a few minutes ☐ an hour
	☐ weekly ☐ monthly ☐ occasionally	☐ several hours
☐ Crouching	☐ many times a day ☐ daily	☐ a few minutes ☐ an hour
	☐ weekly ☐ monthly ☐ occasionally	☐ several hours
☐ Walking on even	☐ many times a day ☐ daily	☐ a few minutes ☐ an hour
surfaces	☐ weekly ☐ monthly ☐ occasionally	☐ several hours
☐ Walking on uneven	☐ many times a day ☐ daily	☐ a few minutes ☐ an hour
surfaces	☐ weekly ☐ monthly ☐ occasionally	☐ several hours
☐ Lifting < 5 kgs	☐ many times a day ☐ daily	☐ a few minutes ☐ an hour
	☐ weekly ☐ monthly ☐ occasionally	☐ several hours
☐ Lifting < 10 kgs	☐ many times a day ☐ daily	☐ a few minutes ☐ an hour
	☐ weekly ☐ monthly ☐ occasionally	☐ several hours
☐ Lifting > 10 kgs	☐ many times a day ☐ daily	☐ a few minutes ☐ an hour
	☐ weekly ☐ monthly ☐ occasionally	☐ several hours
Mental Effort		
	e the major job elements that require mer	ntal effort, their frequency and the

duration of the activity.

Job Requirement:	Frequency:	Typical Duration:		
Check all that apply	Check most common frequency	Check most common duration		
☐ Listening	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	☐ a few minutes ☐ an hour ☐ several hours		
☐ Driving	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	☐ a few minutes ☐ an hour ☐ several hours		
☐ Interpreting	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	☐ a few minutes ☐ an hour ☐ several hours		

☐ Reading	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	☐ a few minutes ☐ an hour ☐ several hours		
☐ Watching	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	☐ a few minutes ☐ an hour ☐ several hours		
☐ Inputting data	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	☐ a few minutes ☐ an hour ☐ several hours		
Additional Comments If there are effort and/or a to comment.	ctivity situations in your work that require	clarification, use the space below		
Supervisor's Comments				
Are the responses to this q Do you agree with the con		□ No □ No		
Comments:				
	Supervisor's Initials:			
7. WORKING CONDITIONS	, WORK ENVIRONMENT & PERSONAL HAZ	ZARDS		
Job Requirement: Check all that apply	Frequency: Check most common frequency	Typical Duration: Check most common duration		
□ Dust	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	☐ a few minutes ☐ an hour ☐ several hours		
☐ Dirt	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	☐ a few minutes ☐ an hour ☐ several hours		
☐ Fumes	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	☐ a few minutes ☐ an hour ☐ several hours		

☐ Heat	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	□ a few minutes □ an hour □ several hours
□ Cold	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	☐ a few minutes ☐ an hour ☐ several hours
☐ Noxious odours	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	☐ a few minutes ☐ an hour ☐ several hours
□ Noise	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	☐ a few minutes ☐ an hour ☐ several hours
□ Vibration	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	☐ a few minutes ☐ an hour ☐ several hours
☐ Poor lighting	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	☐ a few minutes ☐ an hour ☐ several hours
☐ Inclement weather	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	☐ a few minutes ☐ an hour ☐ several hours
☐ Poor ventilation	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	☐ a few minutes ☐ an hour ☐ several hours
☐ Congested work space	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	☐ a few minutes ☐ an hour ☐ several hours
☐ Interruptions	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	☐ a few minutes ☐ an hour ☐ several hours
☐ Verbal Abuse	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	☐ a few minutes ☐ an hour ☐ several hours
☐ Rudeness or Profanity	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	☐ a few minutes ☐ an hour☐ several hours
☐ Exposure to Infectious Disease	☐ many times a day ☐ daily ☐ weekly ☐ monthly ☐ occasionally	☐ a few minutes ☐ an hour ☐ several hours

Additional Comments	n al a a constant de la colonidad.	
If there are working conditions present in your wor	k that require clarific	cation, use the space below to
comment.		
Supervisor's Comments		
Are the responses to this question complete?	☐ Yes	☐ No
Do you agree with the contents of this section?	☐ Yes	☐ No
Comments:		
Superviso	or's Initials:	
. ,		
8. INDEPENDENCE, ACCOUNTABILITY AND SCOPE O	F IMPACT	

Indicate the *major* "effects" of job related actions, duties and decisions, positive and/or negative, and the procedures or other support tools in place to guide actions and enable success <u>or</u> the ongoing level of preparedness required to minimize risk.

What Action, Duty or Decision: (e.g., physical actions, decisions, directions/instructions, etc.)	Potential Effect: (e.g., safety of yourself & others, financial loss, legal action, public image/ embarrassment, time, materials, other liability, etc.)	What Minimizes the Risk? (e.g., direct supervision, policies, procedures, instructions, guidelines, professional standards, regulations, etc.)
·		

If there are special issues that should be considered	l relative to the imp	act of decisions or actions	
required in your job, please note them here.	relative to the imp	act of decisions of actions	
required in your job, pieuse note them nete.			
Supervisor's Comments		paten	
Are the responses to this question complete?	☐ Yes	□ No	
Do you agree with the contents of this section?	☐ Yes	□ No	
Comments:			
			·
Supervis	or's Initials:		
		estate and the second s	
9. SAFETY OF OTHERS			
<b>Do you:</b> ☐ Work alone			
As part of a team or group (whether they work	for the Municipality	or not)	
How many people are usually in your group?	for the manicipality	or not,	
How long does the group work together? (all da	 ıy, half days, 1-2 hou	ırs)	
What potential physical harm or injury could you ca	use to people? Desc	cribe the nature and	
seriousness.			

What precautions need to be taken to prevent injur	y to others?	
	Washington to the control of the con	
Additional Comments		
If there are special issues that should be considered r	elative to the safe	ety of others, please note them here.
•		
Supervisor's Comments		
Are the responses to this question complete?	☐ Yes	□ No
Do you agree with the contents of this section?	☐ Yes	□ No
Comments:		
Superviso	r's Initials:	

### **Additional Comments**

want to elaborate or provide additional information, please note them here or on an additional sheet.				

If there are aspects of your job that have not been adequately addressed in the previous sections, and you





### **Rating Sheet**

Job Title:		Department:					
Date	: ch 31, 2011		Rating Committee:				
	loyee(s):		Proposed Job	Title:			
			,				
#	Factor	Rationale					Degree
1	Knowledge						
2	Experience						
3	Manual Skills/ Dexterity						
4	Decision Making						
5	Leadership/Supervision						
6	Contacts						
7	Physical Effort						
8	Mental Effort						
9	Working Conditions						
10	Safety of Others						

•





### **Notice of Rating Form**

Job T	itle:		Department:		
Empl	oyee(s):		Date of Rating:		
#	Factor	Rationale		Degree	Points
1	Knowledge – the training required for the job				
2	Experience – the experience needed to do the job				
3	Manual Skills/ Dexterity – the skills required to operate tools and equipment				
4	Decision Making – the types of decisions and how they are made				
5	Leadership/Supervision  – measures the supervision and advisory skills needed to do the job				
6	Contacts – the relationships with others				
7	Physical Effort – the level and duration of physical work				

8	Mental Effort – the level and duration of concentration required			
9	Working Conditions – the disagreeable conditions and frequency of exposure			
10	Safety of Others – precautions required to protect others while doing the work			
11	Accountability – the overall results and impact of the job			
	Total Points			
Emp	loyer Co-Chair:	Union Co-Chair:		

Employer Co-Chair:	Union Co-Chair:
Date:	Date:

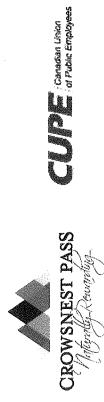
Note: If the incumbent(s)/union and/or the supervisor/employer disagree with the job description and/or the rating established for the job, a request an appeal by completing an Appeal Form and submitting it to the Maintenance Committee within thirty (30) days of receipt of this document. The Appeal Form must provide reasons for disagreeing with the outcome.





### **Reconsideration Form**

Employee(s) Name:	
Job Title:	
Department:	
Reason For Request:	Instructions:
☐ Creation of new job	Attach draft job description
☐ Six-month review of new job	Attach completed Job Classification Questionnaire and draft job description
☐ Change in job duties and/or	Attach completed Job Classification Questionnaire
responsibilities	and draft job description
☐ Other	Please specify and explain below
Explanation for Reconsideration Request:	
·	
Requested by:	
☐ Employee(s)	
☐ Supervisor	
☐ Union	
☐ Employer	
Signature:	Date:
NOTE: Places sand original documents to the	a Maintenance Committee via Human Resources





# APPEAL FORM

Instructions: Complete this form if you disagree with how your position has been rated.

For each factor below, place the rating value that you believe that the position should have received and provide written reasons to support that rating in the space provided.

You do not need to comment on every factor; only those that you believe were scored incorrectly by the Rating Committee.

Job Title;	Department:
Employee(s):	Date completed:

#	Factor /Factor	Rating Value		Explanation of Rating Values
	Weightings			
e-i	Knowledge or		H	1. Some education and training but less than a high school diploma.
	Education		2.	High school diploma or equivalent.
	(15%)		ĸ,	High school diploma plus up to two years of post secondary education including trade
	•			apprentices.
			4	High school diploma plus more than two years of post secondary education including
			kayan da	journeyman trades certification.
			5.	High school diploma and up to four years of post secondary education including an
				undergraduate degree.

## **Appeal Details**

#	Factor /Factor	Rating Value		Explanation of Rating Values
	Weightings			
2	Experience	(8)	Fi	Up to three months of experience
	(15%)		2.	Four to six months of experience
	•		33	Six to twelve months of experience=four months previous work experience needed to get
				the position + six months of on the job experience required at the Municipality to fully
				apply knowledge & previous experience
			4.	One year of experience≂ six months previous work experience needed to get the position
				+ six months on the job experience required at the Municipality to fully apply knowledge &
				previous experience
			5.	Two years of experience= one year previous work experience needed to get the position +
				one year on the job experience required at the Municipality to fully apply knowledge &
				previous experience
			9	Three to four years of experience=two years previous work experience to get position +
				two years on the job required at the Municipality to fully apply knowledge & previous
				experience
			7.	Five to six years of experience= three years previous experience needed to get the position
				+ two years on the job experience required at the Municipality to fully apply knowledge &
······································				previous experience
			∞	More than six years of experience = six years previous work experience need to get the
				position + one year on the job expere3ince required at the Municipality to fully apply
				knowledge & previous experience
				Appeal Details

Explanation of Rating Values	<ol> <li>The job requires some manual skills and dexterity to operate computers, tools or equipment but is generally required only on an occasional basis (monthly or less) and for relatively short periods of time (a few minutes per occasion).</li> <li>The job requires regular use (daily) of computers, tools, or equipment for up to an hour per occasion or less frequently but for more than an hour per occasion.</li> <li>The job requires frequent use (many times per day) of computers, tools, or equipment for up to an hour per occasion or, less frequently but more than an hour per occasion.</li> <li>The job requires frequent use (many times per day) of computers, tools, or equipment for several hours per day.</li> </ol>	Appeal Details
Rating Value	(4)	
Factor /Factor Weightings	Manual Skills/Dexterity (5%)	
**	m	

#	Factor /Factor	Rating		Explanation of Rating Values
	Weightings	Value		
4	Decision Making	(4)	H	Decisions and problems are routine in nature. Guidance is readily available from a supervisor,
	(15%)			manual, policy, or a well-developed protocol that is gained with experience.
			2.	Decisions and problems vary from routine to those which require the incumbent to choose
				between alternatives or apply a policy to resolve. Supervision is readily available for direction,
				if needed.
			က်	Decisions and problems are varied and require the incumbent to use some judgement and
				discretion within policy, codes, and/or legislation. Supervision can be consulted in cases where
				several options are available.
			4	Decisions and problems are varied and require the incumbent to use considerable judgment
. ~				and discretion. The incumbent may be required to develop policy or new methods of work.
				Supervision is usually only consulted in complex or unusual situations.

## **Appeal Details**

<ul> <li>Leadership/Supervision (3)</li> <li>1. Supervisory or specialist advisory responsibilities are not normally part of the job but there may a requirement to show others how to perform the work.</li> <li>2. Supervisory responsibilities involve supervising the work of others performing similar duties or may involve giving periodic advice or direction to others without supervisory authority.</li> <li>3. Supervisory responsibilities are a regular part of the job which includes planning, assigning, and reviewing the work of those supervised or, involve the giving of regular advice or direction to others without supervisory authority.</li> </ul>	#	Factor /Factor Weightings	Rating Value	Explanation of Rating Values
, y	ın	Leadership/Supervision	(3)	1. Supervisory or specialist advisory responsibilities are not normally part of the job but there may
, w,		(10%)		requirement to show others how to perform the work.
may involve giving periodic advice or direction to others without supervisory authority.  3. Supervisory responsibilities are a regular part of the job which includes planning, assigning, and reviewing the work of those supervised or, involve the giving of regular advice or direction to others without supervisory authority.				2. Supervisory responsibilities involve supervising the work of others performing similar duties or
<ol> <li>Supervisory responsibilities are a regular part of the job which includes planning, assigning, and reviewing the work of those supervised or, involve the giving of regular advice or direction to others without supervisory authority.</li> </ol>				may involve giving periodic advice or direction to others without supervisory authority.
reviewing the work of those supervised or, involve the giving of regular advice or direction to others without supervisory authority.				3. Supervisory responsibilities are a regular part of the job which includes planning, assigning, and
others without supervisory authority.				reviewing the work of those supervised or, involve the giving of regular advice or direction to
				others without supervisory authority.

## **Appeal Details**

Explanation of Rating Values	<ol> <li>Maintains work relationships.</li> <li>Explains, exchanges information or data.</li> <li>Deals with or settles requests, complaints; clarifies information.</li> <li>Interprets, teaches, instructs, counsels; handles specialized or difficult complaints, resolves problems by obtaining or presenting detailed information.</li> <li>Influences, negotiates, persuades; handles specialised, difficult, or sensitive complaints, resolves problems by securing cooperation from others.</li> </ol>	Appeal Details
Rating Value	(5)	
Factor /Factor Weightings	Contacts (10%)	
*	v	

<b>*</b>	Factor /Factor Weightings	Rating Value		Explanation of Rating Values
Ø	Working	(5)	i i	The work environment contains little or no exposure to disagreeable conditions or hazards.
	Conditions		2.	The work environment contains occasional exposure to minor or little exposure to major
	(2%)			disagreeable working conditions.
	•		က်	The work environment contains regular exposure to minor or occasional exposure to major
				disagreeable working conditions.
			4	The work environment contains frequent exposure to minor or regular exposure to major
				disagreeable working conditions.
			r,	The work environment contains frequent exposure to major disagreeable working conditions
			App	peal Details

ting Explanation of Rating Values Iue	<ol> <li>Little degree of care is required to prevent injury or harm to others.</li> <li>Some degree of care is required to prevent injury or harm to others.</li> <li>Considerable degree of care is required to prevent injury or harm to others.</li> <li>High degree of care is required to prevent injury or harm to others.</li> </ol>	Appeal Details			
Rating Value	(4)				
Factor /Factor Weightings	Safety of Others (3%)				

Value Explanation of Rating Values	<ol> <li>Decisions and actions have minimal effect and are checked routinely.</li> <li>Decisions and actions result in minor losses of time or resources and may affect the work of others.</li> <li>Decisions and actions could result in significant losses of time and resources or cause some embarrassment within the department.</li> <li>Decisions or actions could result in serious losses of time or resources or cause significant embarrassment within the organization and limited impact on public image.</li> <li>Decisions or actions could result in major losses of time and resources or cause severe embarrassment within the organization and serious impact on public image.</li> </ol>	Appeal Details
Rating Value	(5)	
Factor /Factor Weightings	Accountability (15%)	
#	11	





### **Appeal Decision Form**

Job Classification/Title:	
Appeal Committee Members:	
Appeal Date:	
FINAL rating on each factor that wa	s raised in the appeal including reasons/rationale.
Knowledge	
Previous Rating	Final Rating:
Rationale:	
Experience	
Previous Rating	Final Rating:
Rationale:	
Manual Skills/Dexterity	
Previous Rating	Final Rating:
Rationale:	
Decision Making	
Previous Rating	Final Rating:
Rationale:	
Leadership/Supervision	
Previous Rating	Final Rating:
Rationale:	
Contacts/Relationships	
Previous Rating	Final Rating:
Rationale:	
Mental Effort	
Previous Rating	Final Rating:
Rationale:	

v vid juniones and middle bods of the desire as manners as sainte inducered Anthreld Sequences (MAC PROPERTY OF A Physical Angles as address as 1997).							
Manhing Conditions							
Working Conditions Previous Rating		Final Rating:					
Rationale:		i mai naung.	••				
Kationale.							
Safety of Others							
Previous Rating		Final Rating:	<del>.</del>				
Rationale:							
A							
Accountability Previous Rating		Final Rating:					
-							
Nationale.	Rationale:						
	SU	MMARY					
Previous Rating	<b>Z</b> :	<u>Final</u> (	Rating:				
Knowledge:	x 15% =	Knowledge:	x 15% =				
Experience:	x 15% =	Experience:	x 15% =				
Manual Skills/Dexterity:	x 5% =	Manual Skills/Dexterity:	x 5% =				
Decision Making:	x 15% =	Decision Making:	x 15% =				
Leadership/Supervision:	x 10% =	Leadership/Supervision:	x 10% =				
Contacts/Relationships:	x 10% =	Contacts/Relationships: _	x 10% =				
Physical Effort:	x 5% =	Physical Effort:	x 5% =				
Mental Effort:	x 2% =	Mental Effort:	x 2% =				
Working Conditions:	x 5% =	Working Conditions:	x 5% =				
Safety of Others:	x 3% =	Safety of Others:	x 3% =				
Accountability:	x 15% =	Accountability:	x 15% =				
TOTAL PREVIOUS RATI	NG:	TOTAL FINAL RATING	TOTAL FINAL RATING:				
Appeal Committee Member:							
, ,							
Appeal Committee Member:							
Date:							