

COLLECTIVE AGREEMENT

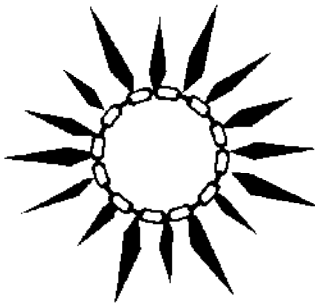
Between



REGIONAL MUNICIPALITY
OF **WOOD BUFFALO**

THE REGIONAL MUNICIPALITY OF WOOD BUFFALO

and the



WOOD BUFFALO
CUPE 1505
OUR WORK. OUR HOME.

JANUARY 1, 2021 to DECEMBER 31, 2024

Ratification Date: August 15, 2023

This Collective Agreement made this **15** day of **August, 2023** in the

Province of Alberta

between

The Regional Municipality of Wood Buffalo

(hereinafter called the "Employer")

Party of the first part

and

The Canadian Union of Public Employees, Local 1505

(hereinafter called the "Union")

Party of the second part

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LAND ACKNOWLEDGEMENT

We humbly acknowledge that the land on which we live, learn, work and play is Treaty 8 Territory, the traditional lands of the Cree, Dene, and the unceded territory of the Métis.

P R E A M B L E

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

1. Harmonious relations and settled conditions of employment between the Employer and the Union.
2. Joint discussions and negotiations on all matters pertaining to working conditions, employment and services.
3. Safety, efficiency and the highest degree of public service possible among the work force in all areas.
4. The morale, well-being, and security of all employees in the Bargaining Unit of the Union.

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

Now, therefore, it is agreed as follows:

ARTICLE 1 - DEFINITIONS

- 01.01 Employer - Means the Regional Municipality of Wood Buffalo and its successors and is otherwise referred to as “RMWB”.
- 01.02 Union - Means the Canadian Union of Public Employees, Local 1505, its predecessors and successors and is otherwise referred to as the “Union”. The Union will have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing with, or negotiating with the Employer. This does not preclude the recognition granted under Article 11.
- 01.03 Employee - Means an employee of the Employer who is a member of the Union.
- 01.04 Promotion - Will be defined as the movement of any employee to a permanent vacancy at a pay level higher than previously held by that employee.
- 01.05 Demotion - Will be defined as the movement of an employee to a permanent vacancy at a pay level lower than previously held by that employee.
- 01.06 Transfer - Will be defined as the movement of an employee to a permanent vacancy at a pay level equal to that previously held by that employee. The transfer will be confirmed in writing to the employee with a copy to the Union.
- 01.07 Working Day - Will be defined as Monday through Friday exclusive of negotiated holidays and weekends.
- 01.08 Day - Will be defined as a calendar day.
- 01.09 Year - Means twelve (12) consecutive months unless specifically modified to mean otherwise.
- 01.10 Calendar Year - Means twelve (12) consecutive months that begin on January 1st and end on December 31.
- 01.11 Probationary Employee - **Means a newly hired employee who is serving a probationary period specified under Article 7 of this Collective Agreement.**
- 01.12 Permanent Employee - An employee hired on a permanent basis who has successfully completed the required probationary period.
- 01.13 Name Hire - Employees that have not been hired through the recruitment process, “Name Hires” are not considered internal applicants. Such appointments will not exceed ninety (90) calendar days nor will employees be re-appointed for a further period of any length without the express written consent of the Union.

01.14 Casual Employee – means an employee who works on an irregular or **scheduled basis in the event of:**

- a) the unexpected absence of an employee;
- b) **a planned absence of an employee (e.g. vacation, flex days, approved leave of absence, etc.);**
- c) a temporary need for coverage, or
- d) temporary increase in work load.

A casual employee's term of employment will not exceed one thousand (1000) hours worked, including overtime hours, in a calendar year.

01.15 Temporary Employee – Will mean any employee hired on an interim basis for a position temporarily vacant (replacing an employee on leave) or temporarily existing (special projects). If the temporary employee completes **forty-eight (48)** working months in a **five (5)** year period they will automatically become a permanent full-time employee.

01.16 Co-op Student – **Means** a person who is engaged in a recognized work/study program at a school or university whose course of study requires or permits the student to participate in study related work programs as an integral part of the certificate, degree, or diploma. A Co-op student will be compensated at eighty percent (80%) of the classification for which they are hired. Co-op students pay Union dues but are not entitled to any accrual benefits, pension or medical benefits.

01.17 Seasonal Student – **Means** a person who is working in a seasonal job and is compensated at seventy percent (70%) of the classification for which they are hired. Seasonal Students pay Union dues but are not entitled to any accrual benefits, pension or medical benefits.

01.18 Exempt Supervisor – **Means** a supervisor who is not affiliated with one of the Municipality's **unions**.

01.19 Immediate Supervisor – **Means the** next level of supervision that an employee reports to (can be a Union member).

01.20 Full-Time Employee – Means an employee who regularly works the full-time hours set out in Article 14.

01.21 Part-Time Employee – Means an employee who regularly works less than the bi-weekly hours of a full-time position.

01.22 Spouse – **Means a significant other in a marriage, civil union or common-law marriage, and includes** adult interdependent partners as recognized by the *Adult Interdependent Relations Act* of Alberta.

ARTICLE 2 - RECOGNITION

- 02.01 The Employer recognizes the Canadian Union of Public Employees, Local 1505 as the sole and exclusive Bargaining Agent for all employees covered by the Agreement, in accordance with the Certificate No. 125-95 issued by the Alberta Labour Relations Board and all subsequent amendments thereto (the "Bargaining Unit").
- 02.02 Non-Bargaining Unit employees will not be employed in the performance of jobs included in the Bargaining Unit where such employment causes the **layoff** or other loss of employment or the reduction in normal hours of work or pay on the part of the Bargaining Unit employees.
- 02.03 The Employer will not enter into any agreement with any individual employee or group of employees in the Bargaining Unit respecting the terms and conditions of employment contained herein unless any such agreement is first agreed to by the Union.
- 02.04 The Parties hereto recognize whenever masculine or feminine is used in this Agreement, it will be considered as if the alternate has been used, where this does not extend or change the original intent or meaning of the Clause.
- 02.05 The Parties agree that there will be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, **layoff**, recall, discipline, classification, discharge or any other action by reason of age, race, colour, ancestry, **place of origin**, **religious beliefs**, sexual orientation, gender, gender identity, gender expression, marital or **family status**, **source of income**, **mental or physical** disability nor by reason of their membership or activity in the Union or any other reason **as may be prohibited by the *Human Rights Act (Alberta)*** or any other law.

02.06 Harassment

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

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

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

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

ARTICLE 3 - UNION SECURITY

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

ARTICLE 4 - CHECK OFF OF UNION DUES

04.01 The Employer will deduct from every employee covered by this Agreement all monthly dues and initiation fees levied in accordance with the Union's Constitution and/or Bylaws and owing by the employee to the Union.

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

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

04.03 The Employer will acquaint new bargaining unit employees with the fact that the Agreement is in effect and that new employees are required to become members of the Union and to pay dues as set forth in the Agreement. The Employer will provide new employees a paid half ($\frac{1}{2}$) hour in order for one Union Representative to orient them to the Union during business hours during the Employer's orientation.

04.04 The Parties hereto agree to share the cost of printing this Agreement on a fifty/fifty (50/50) basis. The final draft and the type of booklet will be approved by both parties prior to printing.

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

ARTICLE 5 - MANAGEMENT RIGHTS

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

ARTICLE 6 - LABOUR MANAGEMENT COMMITTEE

06.01 Establishment of Committee

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

06.02 Meetings of Committee

The **Labour Management Committee** will meet at least once a month at a mutually agreeable time. Its members will receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Union members of the **Labour Management Committee** will be given one-half ($\frac{1}{2}$) day off with pay to prepare for the meeting. Employees will not suffer any loss of pay for time spent attending such meetings.

Fort Chipewyan

Members on the committee from Fort Chipewyan will, in addition to the above, be granted paid time for travel to and from Fort Chipewyan, as well as a paid flight, hotel and meal allowance at the joint expense of the Employer and the Union in order to attend the meetings.

06.03 Chairperson of Meeting

An Employer and a Union representative will be designated as joint chairpersons and will alternate in presiding over meetings.

06.04 Minutes of Meetings

Minutes of each meeting of the **Labour Management Committee** will be prepared as promptly as possible after the close of the meeting. The Union and the Employer will receive copies of the minutes within **five (5) business** days following the meeting. The Employer will post a copy of the minutes on **RMWB intranet** two (2) days after delivering such minutes to the Union.

ARTICLE 7 -SENIORITY

07.01 Permanent Employee

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

Seniority, except as otherwise provided herein, will operate on a Bargaining Unit wide basis.

07.02 Conversion of Seniority

For the purpose of **comparing part-time employee** of seniority with that of permanent full-time employees, the seniority of permanent part-time employees will be converted by adding the hours paid by the Employer to date and dividing the total by the daily full-time paid hours worked in their current position. For the purposes of this Clause, unpaid leaves of absence, periods of Short-term Disability during which the Employer makes no contribution to earnings, Workers' Compensation, Long-term Disability, vacation pay payout to a permanent part-time employee **and** overtime will not be counted as "hours paid by the Employer."

07.03 Seniority List

- a) The Employer will maintain a seniority list showing the date upon which each permanent full-time employee's service commenced.
- b) The Employer will maintain a separate seniority list showing the hours worked to date and the start date of each permanent part-time employee.
- c) A seniority list of all employees covered by this Agreement will be supplied to the Union by the Employer. Such list will show the name of the employee, employee number and the date of hire.
 - i. When two (2) or more employees hired on or after May 7, 2014 have the same seniority date, the order of seniority will be by last name alphabetically.
 - ii. Where two (2) or more employees hired prior to May 7, 2014 have the same seniority date, the employee with the lower payroll number is the senior employee.
- d) The seniority list will be forwarded to the Union in March of each year. The Union will have four (4) calendar weeks to review the list and submit any changes otherwise the list will remain as is and not be subject to grievance or arbitration.
- e) An updated seniority list will be supplied to the Union by the Employer on or before a notice of layoff under Clause 10.03.

07.04 Probation of Newly Hired Employees

New employees hired into a permanent position will be required to serve a continuous service probationary period of nine hundred and ten (910) hours worked from the date of hire into that position before obtaining permanent status.

The Employer has full rights to discharge probationary employees if in the opinion of the Employer they do not meet the standards required of them by the Employer. Probationary

employees are not permitted to participate in the pension plan until such time as they have successfully completed their probation but will be entitled to purchase back the period of unpaid pension provided it is done before completion of the first year of employment.

During the probation period, probationary employees will be entitled to the rights and benefits as specified in this Agreement except with respect to discharge. Employment of a probationary employee may be terminated during the probation period without recourse to the grievance procedure unless the Union claims discrimination as noted in Clause 02.05 as the basis of termination.

All probationary employees will be evaluated in writing by an exempt supervisor during the sixth (6th) week and at the end of the probationary period. A copy of each evaluation will be given to the employee.

If an evaluation in writing is not given to an employee within thirty (30) working days of the end of the sixth (6th) week, the employee is deemed to have had satisfactory job performance at the time the evaluation was required.

07.05 Loss of Seniority

An employee will not lose seniority if the employee is absent from work because of sickness, accident, **layoff**, or leave of absence approved by the Employer.

An employee will lose seniority in the event of one of the following:

- a) The employee is discharged for just cause and is not reinstated.
- b) The employee resigns in writing or verbally and is not reinstated within two (2) days.
- c) The employee terminates their employment by being absent from work in excess of three (3) days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- d) The employee is laid off for a period longer than eighteen (18) months.
- e) **If laid off employees return to a Bargaining Unit position within the recall period, they will retain their original seniority date.**

07.06 An employee will only be transferred or promoted to a position outside the Bargaining Unit with the employee's consent.

- a) When temporarily transferred to a position outside the Bargaining Unit, the employee will:
 - i. retain seniority and continue accruing seniority during the period of the temporary transfer;
 - ii. continue to pay Union dues; and

- iii. be ineligible for a further temporary transfer outside the Bargaining Unit for thirty (30) days after reaching the cumulative maximum of one-hundred and eighty (180) working days.
- b) When promoted to a permanent position outside the Bargaining Unit, the employee will:
- i. retain the seniority acquired to the date of leaving for **ninety (90) calendar days**;
 - ii. continue to pay Union dues at the rate for the position previously held; and
 - iii. if the employee returns to the Bargaining Unit during or at the end of the ninety (90) calendar day period, the employee will be placed in the position previously held by the employee.

07.07 Temporary, name hires and casual employees will not accrue seniority.

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

08.01 Notices of vacancies or newly created positions in the **Bargaining Unit** not filled by recall will be posted **by the Employer internally** as an internal competition for a period of a **minimum of nine (9) days** on the RMWB intranet **and optionally may be concurrently or subsequently posted externally**. The Employer may fill the position temporarily as per Article 20. A temporary vacancy anticipated to continue for greater than **one hundred and eighty (180) calendar days**, which is not able to be filled as per Article 20, will be posted as a **temporary** posting.

Notices will contain at least the following information:

- a) Job title and nature of position.
 - b) Qualifications required.
 - c) Knowledge and education.
 - d) Skills, shift, hours of work, wages or wage rate or range.
 - e) Established job descriptions will apply.
- 08.02** In the event a permanent position has become vacant and has not been filled within two (2) months of the vacancy, the Union, upon request to the Human Resources Department, will receive a summary of the status of the competition and the reasons for the delay in filling the position. **The Employer will provide a list of vacant positions to the Union on the last day of each calendar month.**

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

- a)
 - i. **Permanent full-time and permanent part-time Bargaining Unit employees.**
 - ii. **Temporary and Casual Bargaining Unit employees based on their status on the date of application.**
 - iii. **Employees from the Transit Bargaining Unit.**
 - iv. **External applicants.**
- b) In assessing the required qualifications of applicants, the Employer will consider each **applicant's** abilities, education, skills, knowledge, aptitude and fitness for the vacant or newly created position in the **Bargaining Unit** and where the required qualifications of two (2) or more applicants are approximately equal, seniority will govern.
- c) **Permanent full-time and permanent part-time employees must have successfully completed their probationary or trail period of their new or current permanent position, as applicable and have not changed permanent positions within the last six (6) months. Where a permanent full-time or permanent part-time employee has applied within the same six (6) month period for another permanent position and has successfully completed the probationary or trial period of their new or current permanent position, these applications may be considered on a case by case basis in consultation with the Union. Release Agreements will be required and approvals will not be unreasonably withheld.**
- d) When a permanent employee successfully applies for a **temporary position**, the employee's permanent status will not change. The employer, at their discretion, may waive all or part of the qualification requirements for this **temporary position**. Upon completion of the **temporary** position, the employee will be returned to the employee's former position, the employee will be returned to the employee's former **permanent** position without loss of pay, hours of work, seniority, and benefits. **The employee may elect to return to their former permanent position at any time but will be ineligible to apply for any other temporary position for a period of twelve (12) months thereafter.**
- e) **Temporary employees are ineligible to apply for other temporary postings prior to sixty (60) calendar days of the end of their current temporary assignment, without consent of the Employer. A temporary employee will be able to apply for full-time or part-time permanent employment at any time during their temporary assignment.**
- f) If there are no qualified applicants for a permanent vacancy or newly created position in the **Bargaining Unit, either internally or externally**, the Employer, in consultation with the Union, may repost the vacancy internally as a development

opportunity for all employees; waiving some of the job qualifications. The successful employee must meet the job qualifications within their trial period. If the employee is unable to meet the job qualifications within the trial period, the time frame may be extended up to one (1) year with the extension supported by the department, the employee and the Union.

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

The trial period will be increased by the number of days that the employee is absent from work because of leave of absence, vacation, illness or injury during the three (3) calendar month period.

- 08.05 An employee serving a trial period will be evaluated in writing after six (6) weeks from the date of hiring and at the end of the trial period. In the event that the trial period is extended, further evaluations in writing will be done after six (6) weeks and at the end of the extended trial period. A copy of each evaluation will be given to the employee.

If a promoted, demoted or transferred employee, at the employee's option or the decision of the Employer, should be returned to their former position during the trial period, any other employee affected by the employee's return will be returned to their former position. Any employee so affected by this clause will be placed in their previous position as though the employee had not left it, including their wage rate, increment date and accrued seniority.

- 08.06 The Employer will promptly submit to the Union the following information regarding positions within the Bargaining Unit:

- i. job postings,
- ii. appointments,
- iii. hiring,
- iv. **layoffs**,
- v. transfers,
- vi. recalls,
- vii. terminations,
- viii. transfers of employees to positions outside the Bargaining Unit, and
- ix. employees returning to the Bargaining Unit from outside the Bargaining Unit.

- 08.07 The Union will be provided advance notice where a position is being moved under another department. The Union will keep the information confidential until the Employer has advised the employee of the move.

ARTICLE 9 – PROFESSIONAL DEVELOPMENT

09.01 The Employer is committed to maintaining a highly skilled and knowledgeable workforce through a work environment that is supportive of training and development opportunities.

Time spent in training will be considered to be time worked, as it relates to all provisions of this Collective Agreement.

The training categories are as follows:

a) **Mandatory Training**

Mandatory training includes training:

- i. necessary to meet legislated regulations,
- ii. required to maintain technical **or other** accreditation identified in the job description,
- iii. safety training,
- iv. training that ensures the employee continues to meet the technical **or other** competency of the job function, **or**
- v. **any other training that may be mandated by the Chief Administrative Officer, in their sole discretion.**

Mandatory training will be scheduled for employees who normally perform the work.

b) **Optional Training**

Optional training includes training or development opportunities that:

- i. are deemed beneficial to the employee's current job duties,
- ii. enhances performance of a particular competency, or
- iii. increases the operational efficiency of the Municipality.

Optional training will be offered on a first come first served basis however certain positions may be provided priority depending on the topic delivered. Priority will be given to permanent employees.

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

09.03 **Apprenticeship Training Opportunities**

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

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

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

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

Four (4) Year Trade Apprenticeship Program

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

Three (3) Year Trade Apprenticeship Program

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

The Parties further agree to the following:

- a) Apprenticeship guidelines will be in conjunction with the Department of Education Apprenticeship Training Division Alberta.
- b) The cost of sixty percent (60%) of tuition fees will be paid for by the RMWB while all other costs will be the responsibility of the apprentice. Upon successful completion of the program, the RMWB will reimburse the apprentice for the remaining forty percent (40%) of tuition costs.
- c) An employee that completes an Apprenticeship Program will be appointed to Journeyman status effective the month following completion. A vacancy resulting from the departure of a Journeyman or apprentice may be filled by a Journeyman or apprentice at the Employer's discretion. The normal posting and competition processes will apply.
- d) The Employer will provide an out-of-town allowance and an out-of-town mileage travel allowance in accordance with the RMWB Travel and Subsistence Administrative Procedure for a round trip to the education institution.
- e) Apprentices must apply for Employment Insurance (EI) when attending modular training. RMWB will pay the difference between any Employment Insurance benefit and the Apprentice's regular straight time rate in compliance with the Supplementary Unemployment Benefits (SUB) Plan.
- f) SUB Plan:
 - i. The SUB plan must be in accordance with subsection 37(2) of the *Employment Insurance Regulations* and registered with Service Canada.
 - ii. The SUB plan will supplement EI benefits for periods of unemployment when participating in the training as prescribed by the terms of the Program.
 - iii. Verification that the employees have applied for and are in receipt of EI benefits will be made before SUB payments are paid.
 - iv. The SUB is payable at 95% of the employee's normal weekly earnings while the employee is serving the EI waiting period.
 - v. The gross amount of EI benefits plus the SUB payment will equal 95% of the employee's normal weekly earnings.
 - vi. Service Canada - SUB Program will be informed in writing of any changes to the SUB plan within 30 days of the effective date of the change.
 - vii. The SUB plan is financed by the Employer's general revenues. A separate record of all SUB payments will be kept by the Employer.

- viii. Payments of guaranteed annual remuneration, deferred remuneration, or severance pay will not be reduced or increased by SUB payments.
- ix. Employees do not have the right to SUB payments except during the periods of unemployment when participating in the training as prescribed by the terms of the Program.

09.04 Utility Operator Premium Program

The parties will refer to Appendix "I" with regard to the Utility Operator Premium Program.

ARTICLE 10 - LAYOFFS AND RECALLS

10.01 Layoff Defined

A **layoff** will be defined as a temporary severance of the work employment relationship, or a permanent reduction of the workforce.

10.02 Role of Seniority in Layoffs

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

10.03 Advance Notice of Layoff

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

10.04 Layoff Procedure

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

- a) An employee will first be offered any available permanent vacancy for which the employee has the required qualifications. The employee will have a maximum of five (5) working days to accept or reject such vacancy. If the employee accepts the vacancy and the hourly rate is lower in that vacant position, the employee's hourly rate will be maintained while the employee remains in that vacant position for a period of one (1) calendar year.
- b) If there are no vacancies available for which the employee has the required qualifications, or if available, the employee does not accept the vacancy and the Employer transfers or demotes the employee pursuant to Clause 10.05, the employee's hourly rate of pay will be maintained so long as the employee remains in the position to which the employee was transferred or demoted. The employee will not receive any

further negotiated wage increases until the hourly rate of pay of the new position equals or surpasses the hourly rate of pay of their previous position.

- c) If there are no vacancies for which the employee has the required qualifications, or if available, the employee does not accept the vacancy and the Employer does not exercise its right under Clause 10.05, the employee may select a permanent position held by a less senior employee on the seniority list if they have the required qualifications.
 - d) This process will continue in order of seniority until each permanent employee subject to **layoff** obtains a position for which they are qualified or it is determined there are no positions available for which the employee is qualified. If the employee does not select a position for which the employee is qualified, the employee will be laid off.
 - e) If the employee is not placed through the above procedures, the employee will be laid off pursuant to Clause 10.03.
 - f) Permanent full-time employees and permanent part-time employees will be restricted to positions under (a), (b), (c), and (d) on their respective seniority lists.
 - g) If an employee is placed through any of the above procedures, the posting provisions under Clause 08.01 will not apply.
 - h) Temporary employees in the same work area and who spend the majority of their time performing the same work as the employee subject to **layoff** will be terminated before the permanent employee is laid off.
 - i) The procedures set out above in a) through h) will be completed within twenty (20) working days from the date of notice of **layoff**.
 - j) If there is any conflict between this procedure and that set out in the recall procedures of Clause 10.07, it will be determined on the basis of the most senior qualified employee in the Bargaining Unit.
 - k) A Permanent employee who has been notified by the Employer, pursuant to Clause 10.03 of this Collective Agreement that the employee is to be laid off, may opt to accept severance pay as provided in Appendix "G" in lieu of exercising the employee's rights under the provisions of Article 10.
- 10.05 The Employer maintains the right to transfer or demote an employee subject to **layoff** to another position where the employee has the required qualifications to fill the position, with due regard for the provisions of seniority as provided for in this Collective Agreement.
- 10.06 In order that the operations of the Union will not become disorganized when **layoffs** are made, members of the Local Executive Board and Chief Steward will be the last persons laid off during their term of office.

- 10.07 The most senior employee laid off who has the required qualifications will be the first recalled to a permanent position, provided the employee has retained accrued seniority.
- a) An employee who refuses to accept a position that is relatively equivalent to the position the employee held prior to **layoff**, or fails to report within ten (10) working days of the date the position was offered to the employee will be struck from the recall list and all obligations towards the employee will end.
 - b) An employee who is laid off is responsible for advising the Department of Human Resources, in writing, of any change of address or telephone number.
 - c) Should the Employer be unable to contact a laid off employee by telephone within forty-eight (48) hours of the first attempt to contact the employee the next laid off employee will be contacted and offered the position. The first employee will be contacted by double registered mail. Should the employee fail to contact the Department of Human Resources within ten (10) working days of receipt of the letter, or should the employee's address no longer be valid, the employee will be struck from the recall list, and all obligations towards the employee will end.
 - d) If an employee is placed through the above procedures, the posting provisions under Clause 08.01 will not apply.
- 10.08 No permanent employees will be hired until those laid off who have the required qualifications to fill the positions available have been given the opportunity of recall. A laid off permanent employee will be eligible to be recalled to a permanent position for a period of eighteen (18) months.

Permanent employees on **layoff** will be eligible for recall to non-permanent positions in accordance with the following:

- a) the employee has the required qualifications to fill the non-permanent position.
- b) Any employee in a non-permanent position will not accrue seniority for such service.
- c) There will be no adjustment to the eighteen (18) month recall period due to any non-permanent employment.
- d) If no permanent employment is available after eighteen (18) months of **layoff** from the employee's permanent position, the employee will be removed from the recall list. The employee, however, may continue to be offered non-permanent employment and may apply on job opportunities.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Names of Union Representatives

The Union will notify the Employer in writing of the name of each Union Representative and the department(s) they represent, and the name of the Chief Shop Steward, if applicable, before the Employer will be required to recognize them.

11.02 Definition of Grievance

- a) A grievance will be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where it is alleged the Employer has acted unjustly, improperly or unreasonably contrary to statutes and/or laws.
- b) Grievances will be either:
 - i. Individual Grievances relating to or affecting a specific employee or employees individually or;
 - ii. Policy Grievances relating to or affecting two (2) or more employees, or grievances involving a question of general application or interpretation of this Agreement.

11.03 Policy Grievance

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

11.04 Time Limit for Submission of Formal Grievances

The timing for submission of a **formal** grievances by the employee(s) will be within fourteen (14) days of the time the employee(s) became aware of the event giving rise to the grievance.

11.05 Settling of Grievances

a) **Informal Grievance Procedure**

The Parties to the Agreement encourage employees and their immediate out-of-scope supervisor(s) to attempt to resolve appropriate grievances through informal means within fourteen (14) calendar days of the time the employee became aware of an event giving rise to a grievance. A Union Representative, at the request of the employee, may accompany and assist the employee in their attempt to resolve the grievance.

When the informal grievance procedure is utilized and no resolution is achieved, a formal grievance may be filed at Step II within fourteen (14) calendar days of the date the employee met with their supervisor.

b) Formal Grievance Procedure

In an effort to ensure that a grievance is dealt with fairly and promptly, the following steps will outline the formal grievance procedure:

Step I

If a Union Representative considers the grievance to be justified, they will first seek to settle the **grievance** with the employee's supervisor within **fourteen (14) calendar days**.

Step II

Failing satisfactory settlement at Step I and within fourteen (14) **calendar days** after the **grievance** was submitted under Step I **or the informal grievance procedure**, the **Union Representative** will submit to the **employee's** Manager a written statement of the particulars of the grievance and the redress sought. The **employee's** Manager will render a decision within fourteen (14) **calendar days** after receipt of such notice.

Step III

Failing settlement being reached in Step II and within fourteen (14) **calendar days**, the **Union Representative** will submit the written grievance to the **employee's** Director or **their** designate in which the grievance arose, who will render a decision within fourteen (14) **calendar days** after receipt of such notice.

Step IV

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

11.06 Replies in Writing

The Employer's representative for each step of the **formal** grievance procedure will be required to meet with the grievor and a Union Representative before rendering a decision in writing.

11.07 Time Limits

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

11.08 Grievance Mediation

A grievance may be submitted to voluntary grievance mediation through the Alberta Labour Relations Board or a mutually agreeable forum if both parties agree and jointly submit a request in writing for grievance mediation, prior to the expiration of time limits set out in Clause 11.05 Step IV. The parties further agree that the following will represent the terms of this Grievance Mediation process:

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

11.09 Grievance on **Layoffs**, Recalls & Terminations

Grievances concerning **layoffs**, recalls and terminations will be initiated at Step III of the grievance procedure.

11.10 The time limits fixed in both the grievance and arbitration procedure may be extended in writing by consent of the parties.

11.11 Permission to Leave Work

The Employer will allow employees serving as Union Representatives sufficient time during their regular working hours to carry out Union business **related to grievances**, including the right to interview employees during normal working hours, provided sufficient time is given in which to grant the request without disrupting the Employers operations. The Employer will continue to pay the appropriate wages and benefits to the employee

during their leave for Union business for up to one Union Representative. The employee who is grieving will be granted leave with pay to attend such meeting.

Article 12 - ARBITRATION

12.01 When either party requests that a grievance be submitted to arbitration, the request will be made by email to the Employer, care of Labour Relations Manager, at the following email address [ELR@rmwb.ca], and to the Union, care of the President at the following email address [president@cupe1505.ca} and the Vice President, at the following email address [vp@cupe1505.ca] indicating the name of its nominee as arbitrator.

The receiving party will respond by email indicating receipt of the notice to advance a grievance to arbitration.

12.02 If the parties cannot agree on an arbitrator within **thirty (30)** days after receiving the request, the appointment will be made by the Director of Mediation Services upon request of either party.

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

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

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

12.05 Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to reconvene to clarify the decision.

12.06 Each party will pay one-half of the fees and expenses of the arbitrator.

12.07 At any stage of the grievance or arbitration procedure, the parties will have the assistance and cooperation of the Employer or employees involved and any necessary witnesses. All reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Discipline

The Employer will have the right to discipline any employee for just cause. An employee who considers that they have been unfairly dealt with will have the right to grieve.

13.02 When the Employer deems it necessary to discipline an Employee, such notice of discipline will be given to the employee and to the Union in writing **as soon as possible but in no event greater than ten (10) calendar** days of the alleged disciplinary matter, or of the alleged disciplinary matter coming to the attention of the Employer.

The day following the Employer becoming aware of the alleged disciplinary matter will be the first day of this time period.

13.03 Where **the Employer determines** that disciplinary action cannot be **addressed** within the time period **referenced in 13.02**, the Employer will inform the employee and Union in writing of the intent to investigate the matter and that further action may be taken. Such further action **will** be taken by the Employer as soon as possible and in any event no longer than sixty (60) calendar days of the date the notice of intent to investigate the matter further was given to the employee and Union, **unless otherwise agreed to in writing by the Parties.**

13.04 If an employee, or a **material witness required as part of an investigation** is absent during this period, the period for further action will be extended by the length of the **absence of the employee or the material witness**. If no discipline is applied within this time, the notice of investigation is deemed withdrawn.

13.05 **In the event that medical documentation and/or an Independent Medical Examination (IME) is required as part of an investigation, the Union will not unreasonably deny any modification or extension request to an applicable time limit referenced in Article 13.**

13.06 Right to Have A Union Representative Present

An employee will have the right to have a Union Representative present at any time when the Employer is meeting with the employee for the purpose of discipline or dismissal or investigation which may lead to discipline or dismissal, and the Employer will inform the employee of this right and give the employee twenty-four (24) hours to arrange for the Union Representative to be present.

A Union Representative will have the right to consult with a **member of the Local 1505 Executive and/or a CUPE National** staff representative and to have them present at any discussion with the Employer which might be the basis of disciplinary action.

If the employee waives the right to have Union Representation, the waiver must be presented to the employee by a Union Representative and signed by the employee and the Union Representative before the meeting commences.

13.07 Personnel File

- a) The Employer will make an employee aware, in writing, of anything placed in the employee's personnel file that may adversely affect the employee's standing with the Employer.
- b) In order to assist in the resolution of grievances, an employee, or their **Union Representative** with the written authority and verbal confirmation of the employee, will be entitled to review their personnel file when requested in writing with at least seventy-two (72) hours' notice. An employee will have the right to have copies of any material contained in their personnel file.
- c) The employee will have the right to respond in writing to any document contained therein. The employee's reply will become part of the employee's personnel file.
- d) The record of an employee will not be used against the employee at any time after eighteen (18) months following any disciplinary action. All letters or notices of discipline will be removed from the employee's personnel file eighteen (18) months after the last proven offence had taken place.
- e) Non-disciplinary letters, (i.e. Letters of Expectation) will be removed from the employee's personnel file after eighteen (18) months.

ARTICLE 14 - HOURS OF WORK

14.01 Regular Daily and Weekly Hours

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

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

- a) Employees working thirty-five (35) hours per week with a one (1) hour unpaid meal-break. The parties agree that employees may have the option of a thirty (30) minute unpaid meal-break when agreed to by the Employer.
- b) Employees working forty (40) hours per week with a one-half (½) hour paid meal break. Forty (40) hour per week employees are identified as per Appendix "A".

14.02 Shift Premium

A shift premium of one dollar and fifty cents (\$1.50) will be paid for all regular hours worked:

- a) outside of 7:00 a.m. to 5:00 p.m., and
- b) for all weekend day shifts.

14.03 A shift will be defined as when one-half ($\frac{1}{2}$) or more of the regular scheduled hours of work per day fall outside of 7:00 a.m. to 5:00 p.m. On shift operations, employees will be allowed a one-half ($\frac{1}{2}$) hour paid meal break.

14.04 Changes to Hours of Work

- a) Any required changes to the hours of work per day, excepting changes to the starting time for duration of three (3) days or less, will be done only after prior notification and consultation with the Union.
- b) Changes to regular days of work may only be done by mutual agreement between the parties.
- c) Either party may in writing, request a change to the regular days of work. This may only be done by mutual agreement between the parties, and will be in the form of a Memorandum of Agreement which will be drawn up to accommodate the employees involved at the time it is required. Both parties will attempt to resolve any differences which may occur.
- d) When an employee's hours of work per day, or days of work are changed, their regular bi-weekly hours of work will not be reduced.

For the purpose of this Clause 14.04 and/or Appendix "F" Emergency Work or the Potential of Flood, any changes to the days and/or hours of work would normally require the use of Appendix "B", Ten (10) Hour Shifts or Appendix "C", Twelve (12) Hour Shifts.

14.05 Working Schedule

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

- a) The Employer agrees to give the employee seven (7) calendar days' notice of shift change except in case of emergencies beyond the control of the Employer that may affect the operations of the Employer. Such circumstances will include forecasted or sudden storm, flood or the potential thereof, unexpected departure of a staff member and danger or potential danger to life and/or property.

- b) If the Employer fails to give the required notice under Clause 14.05 (a) any employee required to work on such short notice will be paid double (2x) the employee's regular rate of pay on the first shift on such short notice.

14.06 Paid Break Period

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

14.07 Paid Clean Up

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

14.08 Reporting Pay

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

- 14.09 Nothing in this Agreement will be considered a guarantee of work or of hours of work per day or per week.

14.10 Pay Days

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

14.11 Standby Service

The Employer will consult with the Union prior to requiring standby service in an area where it has not previously been a requirement.

Where the Employer requires standby service, the following process will be used:

- a) employees in the department with the qualifications required for standby service will submit their availability when requested by the Employer;
- b) The supervisor will distribute assignments fairly and equitably based on availability for coverage submitted by employees under subsection a);
- c) Where no availability is submitted, the Employer may schedule an employee for standby service using a rotation beginning with the least senior employee.
- d) An employee will be paid three dollars and fifty cents (\$3.50) for every hour on standby service in addition to any pay the employee may be entitled to under Clause 15.02 if called in.

- e) If an employee is required to be on standby service for less than eight (8) hours, the employee will receive eight (8) hours standby service pay.
- f) An employee on sick time, vacation or leave of absence is deemed not available for standby service during the period of the absence until the next scheduled shift.

14.12 Recovery of Overpayments

Where an employee has been overpaid, the Employer will recover the amount of the overpayment made in the previous six (6) months from the employee's wages using the following procedure:

- a) The Employer will meet with the employee and a Union Representative to confirm in writing
 - i. the calculation of the amount of the overpayment; and
 - ii. how the overpayment will be recovered from the employee's pay;
 - iii. If the overpayment is recovered by instalments deducted from the employee's pay, the deductions will not reduce the employee's normal weekly earnings below eighty-five percent (85%).
- b) Where the pay level for a position in a letter of offer is incorrect, the overpayment will be absorbed by the Employer and corrected on a go forward basis.

ARTICLE 15 - OVERTIME

15.01 Overtime Defined

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

- a) Part-time Employees
 - i. For the purpose of qualifying for overtime compensation, a part-time employee's work day or work week is required to be that of a full-time employee whose position is similarly classified.
 - ii. When a part-time employee is "called out" to perform work outside the normal work day or work week of a full-time position which is similarly classified, they will receive overtime pay.
- b) Overtime will be compensated for at the rate of two times (2x) the normal rate of pay for the work being done.
- c) An employee, at the time of work, will have the option to receive overtime pay or to bank time at one and one-half (1½) off for each hour worked in lieu of the overtime

pay. An employee may accumulate up to a maximum of five (5) working days which may be taken consecutively, at a time mutually agreed upon by the employee and the supervisor. If such time cannot be mutually agreed upon, the employee will be paid out in order of "First-banked will be paid out first at rate of pay banked". Overtime banks will be paid out on the last pay period of the year with the exception of the equivalent hours of five (5) working days which can be carried into the next calendar year.

15.02 Call Out

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

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

15.03 Maximum Working Hours

An employee's hours of work including overtime will:

- a) Total no more than sixteen (16) hours worked in a twenty-four (24) hour period;
- b) Allow for eight (8) consecutive hours off duty before returning to the employee's regular shift.

15.04 No Layoff to Compensate for Overtime

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

15.05 Overtime Meal Breaks

An employee called out to work overtime will be eligible for one-half ($\frac{1}{2}$) hour meal break without loss of pay after four (4) consecutive hours of overtime work, provided that overtime work is to continue and at intervals of four (4) consecutive hours following the completion of the previous meal break, provided that overtime is to continue.

- 15.06 An employee required to work overtime in excess of two (2) consecutive hours immediately prior to the commencement of the employee's regular hours of work will be eligible for a meal break without loss of pay at a time mutually agreed between the employee and the immediate supervisor.
- 15.07 An employee required to work overtime, following the completion of the employee's regular hours of work, which continues in excess of two (2) hours, will be eligible for one-half (½) hour meal break without loss of pay at a time mutually agreed between the employee and the immediate supervisor. In the event overtime continues, such an employee will become eligible for further meal breaks without loss of pay at intervals of four (4) consecutive hours following the completion of the previous meal break, provided that overtime is to continue. Regardless of the time of the initial meal break, for the purpose of this Clause, it will be deemed to have been taken after the completion of two (2) hours of such overtime work.
- 15.08 Suitable paid break periods will be provided for employees working overtime at the discretion of the supervisor. Such discretion will be exercised in a reasonable manner giving due regard to the nature and progress of the work being done.
- 15.09 An employee called in for overtime under Clause 15.02 or required to work overtime following the completion of the employee's regular hours of work under Clause 15.07 will be paid a fifteen dollar (\$15.00) meal allowance for each meal break that they are entitled to.
- 15.10 Division of Overtime

The Parties agree that overtime opportunities, other than those which are an extension of the regular hours of work or overtime generated by emergencies beyond the control of the Employer, will be offered to able and qualified employees who normally perform the work, according to a rotating list in order of seniority. The first person on the list will have the first opportunity and whether the employee accepts, declines, or is unavailable will be deemed to have had their opportunity. An employee working a regular shift when the overtime opportunity occurs will maintain their position on the list for the next overtime opportunity. The Employer will maintain up-to-date records of overtime worked. No employee will be required to work overtime when other qualified employees are willing and available to work.

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

ARTICLE 16 - HOLIDAYS

16.01 The Employer recognizes the following as paid holidays:

New Year's Day

Family Day (Third Monday in each February if a paid holiday under the *Employment Standards Code*)

Good Friday

Easter Monday

Victoria Day

Canada Day

Heritage Day (First Monday in August)

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

Any other day proclaimed as a holiday by the Employer.

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

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

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

16.03 Qualification for Payment on Holidays

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

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

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

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

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

16.08 Personal Floater Days

All permanent employees will be entitled to two (2) personal floater days per year, no more than one (1) to be taken in the first thirteen (13) pay periods of the year, as mutually agreed to between the employee and the supervisor. Probationary employees hired after June 30th will be entitled to one (1) personal floater for the year.

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

ARTICLE 17 - VACATIONS

17.01 a) Eligible permanent employees will accrue vacation from their start date and are eligible to take vacation once it has been accrued.

b) For clarity, an employee starts their employment with no vacation and begins to accrue vacation daily for the subsequent twelve (12) month period based on the chart below. After the employee's fourth (4th), ninth (9th) and fourteenth (14th) anniversary, they will begin to accrue the next level of vacation entitlement.

Length of Vacation with Pay				
Number of Anniversaries of Employment	Employees working 35 hours per week 7 hour shifts	Employees working 40 hours per week		Employees working 42 hours per week 12 hour shifts
		8 hour shifts	10 hour shifts	
Up to 4	105	120	120	126
5, 6, 7, 8 and 9	140	160	160	168
10, 11, 12, 13 and 14	175	200	200	210
15 and over	210	240	240	252

c) Employees will not accrue annual leave when their wages are being paid directly from the insurance company or the Workers' Compensation Board benefits (WCB) for absences of ten (10) or more working days.

d) Permanent employees leaving the service of the Employer will be paid the balance of their accrued annual leave.

- e) Non-permanent employees will be paid vacation pay bi-weekly in accordance with the *Employment Standards Code*.
- f) All permanent part-time employees will be entitled to accrue a prorated allotment of annual vacation.

17.02 Calculation of Vacation Pay

Vacation pay will be at the normal rate of pay earned by the employee during that vacation period. Acting, premiums or substitute pay are to be disregarded. For clarity, this means, for example, that an employee working a ten (10) hour shift uses ten (10) hours of vacation leave for each day of vacation taken.

17.03 Preference in Vacations

An employee will be granted a vacation period(s) in accordance with Appendix "E" Preference in Vacation Scheduling.

17.04 Illness During Vacation Period

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

- 17.05 An employee who suffers the death of a member of their immediate family which is recognized in the Bereavement Leave **Clause** during their vacation will, at the employee's, be entitled to Bereavement Leave as per Clause 19.05, and such leave taken will not be considered as vacation.

ARTICLE 18 – HEALTH RECOVERY PROVISIONS

18.01 Health Recovery Defined

Each permanent employee will be entitled to apply for paid health recovery benefits in the amounts qualified in this Article when, through illness, the employee is unable to perform work for the Employer.

- a) Illness means physical or mental condition resulting in diminished functional capabilities preventing the employee from carrying out the duties of their own position or modified duties provided by the Employer, or
- b) injury or accident for which payment is not received by the employee under *The Workers' Compensation Act* because WCB determines it is not a workplace injury and provided the employee has fully cooperated with WCB and the Employer in respect of any WCB claim. Health recovery benefits will not be approved for employees whose WCB claims are not approved due to their failure to cooperate with WCB or the Employer in respect of their WCB claims.

18.02 An employee, hired into a permanent position, having successfully completed their probationary period will accrue health recovery credits to the maximum permitted accrual based on the chart below:

Employees working	Health Credits with pay accrued per month	Maximum permitted Accrual
35 hours per week (7 hour shifts)	10.5 hours	385 hours
40 hours per week (8 hour shifts)	12.0 hours	440 hours
40 hours per week (10 hour shifts)	12.0 hours	480 hours
42 hours per week (12 hour shifts)	12.6 hours	480 hours

Exception: an employee, who, at January 1, 2014, has accrued more than the maximum permitted accrual, will have that accrual available for use as set out in this article but no further accrual will be allowed until the amount drops below the maximum permitted accrual. Health recovery credits will be utilized at the employees' current rate of pay and does not include premiums or top ups for special appointments.

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

Proof of Illness

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

Employees absent from work due to illness in excess of three (3) consecutive working days must produce a medical practitioner's certificate certifying their inability to work on the fourth (4th) day of illness. It is the employee's obligation to keep the supervisor informed of the status of illness (inability to work) on an ongoing basis.

- c) Failure to report or late reporting may result in discipline even if a medical practitioner's certificate is produced later.

In considering discipline for failure to report and/or produce certificates as per the above reporting procedure, allowance will be given for any extenuating circumstances, medically or otherwise, which prevents the employee from reporting on time.

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

18.03 Medical Appointments

It is expected that employees will try to schedule medical appointments or services outside their scheduled hours of work. Where an employee is required to attend a medical appointment or service during their scheduled hours of work, provided they seek approval from the Employer in advance of the medical appointment, they will be permitted time off without pay to attend the medical appointment. Employees may access their health recovery bank for the time required to attend such an appointment. The Employer may request proof of attendance at, and proof of the duration of, the medical appointment.

- 18.04 If an employee has resigned, retired or been discharged and after a lapse of time is re-employed, the employee is then deemed to be a new employee for the purposes of these regulations except as provided by Clause 18.05 or except where the employee was discharged by reason of the abolition of their position, in either of which case their health recovery bank after re-instatement will be based upon their total years of employment in accordance with Clause 18.02.

- 18.05 Notwithstanding the provisions of Clause 18.02, any employee whose services are being continued after the employee has reached an age where the employee is ineligible for Short-term Disability and who suffers any general illness that caused the employee to be absent from duty will be permitted to utilize accrued health recovery credits.

- 18.06 a) If an employee is eligible to receive Workers' Compensation Board benefits, they will not be allowed leave with pay. An employee may arrange bridging up to an amount not exceeding the employee's bi-weekly net pay from their annual leave bank, to provide income while awaiting payments from the Workers' Compensation Board. The employee will be required to assign the anticipated payment from Workers' Compensation Board to the Employer, if bridging is to be arranged.

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

- b) If an employee is not eligible to receive Workers' Compensation Benefits, the employee will receive full pay from their health recovery accrual for five (5) working days and will

have equivalent hours deducted from their health recovery bank for each day the employee is unable to work.

- c) Employees will apply to Short-term Disability in accordance with the Benefit Provider policy. Allowance will be given for any extenuating circumstances, medically or otherwise, which prevents the employee from applying on this day. The Employer will make reasonable efforts to provide the necessary forms to the employee in an expedient manner. Providing the employee has applied for short-term disability, the employee will receive:

The insured benefit from Short-term Disability (STD), less all required deductions, equal to the net pay the employee would normally receive generated by pay for their regular scheduled hours of work which may be topped up using their health recovery benefit accrual as defined in Clause 18.02 until it has been depleted.

Should the Short-term disability carrier deny the employee after receiving and reviewing all of the medical information provided, including the appeal process no further health recovery credits will be advanced after the carrier deems the employee medically fit to return to work.

- d) Once the employee has used up all their health recovery credits the employee may not be entitled to any Cost of Living Allowance (COLA) offered by the Employer.
- e) The Employer will continue to provide benefits during Short-term Disability providing the employee pays their portion of the shared cost of benefits.
- f) While the employee is on full net pay from Short-term Disability and health recovery accrual, the employee will be considered on leave with pay and will be entitled to all rights, benefits and accruals under this Agreement.
- g) While receiving full net take home pay from Short-term Disability and their health recovery accrual, the employee's accumulated health recovery bank will decrease by one-third (1/3) of a full day's health recovery for each day's absence.
- h) While the employee is receiving health recovery pay, Short-term Disability benefits will be assigned to the Employer. After the employee has used their health recovery accrual, the Employer will redirect the Short-term Disability benefits to the employee.
- i) If an illness is such that it requires an employee to be off work longer than one hundred and twenty (120) consecutive calendar days, the employee will apply for Long-term Disability with the Employer's assistance.
- j) An employee who, after a period of health recovery on part pay or without pay, returns to duty on a Monday or Tuesday following a negotiated holiday, will revert to full pay effective the preceding Sunday.

18.07 Recovery of Pre-Payments

Where an employee has arranged bridging under Clause 18.06 a) or is receiving full pay from their health recovery accrual while an application for Short-term Disability or Long-term Disability is being processed or appealed, and the employee is denied Workers' Compensation Board benefits or Short-term Disability or Long-term Disability benefits, the Employer will recover the pre-payment of health recovery credits from the employee's wages using the following procedure:

- a) The Employer will meet with the employee and a Union Representative to confirm in writing.
 - i. The calculation of the amount of the overpayment; and
 - ii. How the overpayment will be recovered from the employee's pay.
 - iii. If the overpayment is recovered by instalments deducted from the employee's pay, the deductions will not reduce the employee's normal weekly earnings below 85%.

18.08 Personal and Family Responsibility Leave

A permanent or probationary employee is entitled to up to five (5) days of leave in a calendar year, but only to the extent that the leave is necessary

- a) for the health of the employee, or
- b) for the employee to meet the employee's family responsibilities in relation to a family member as defined in the *Alberta Employment Standards Code*.

The Employer will provide leave with pay if the leave is for an immediate family member. The following are considered immediate family members:

- a spouse or common-law partner of the employee;
- a child of the employee or a child of the employee's spouse or common law partner; or
- a parent of the employee or a spouse or common law partner of the parent.

Before taking a leave, the employee must give the Employer as much notice as is reasonable and practicable in the circumstances.

18.09 Health Recovery Accrual during Layoff

When an employee is laid off on account of lack of work, they will not accrue health recovery credits for the period of such absence but will retain their cumulative credit, if any, existing at the time of **layoff** for such period of time that the employee retains their seniority.

18.10 An employee returning from an illness or injury will return to their former position or equivalent position if they are able or to a vacant position which the employee is able to perform.

18.11 Travel Time For out-of-town Medical Appointments

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

The Employees residing in Fort Chipewyan are permitted one regular paid day travel for up to a maximum of two (2) occurrences per year for travel time for out of town medical appointments. Any further days required will be deducted from health recovery leave.

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

18.12 If the Employer does not accept a medical practitioner's certificate provided by an employee, the Employer will arrange for the employee to attend an independent medical examination and/or functional abilities assessment. The Employer will pay for the examination or assessment.

The employee will first utilize available paid leaves before taking leave without pay until they are able to return to work. If the absence continues for twenty-four (24) months, the employee will be dismissed for non-culpable absenteeism and the Employer may permanently fill the vacancy.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 An employee will use a leave of absence only for the purpose for which it was granted. An employee may apply in writing for leave of absence without pay **on the understanding that employees will first utilize available paid leaves before a leave without pay will be granted.**

19.02 **A leave of absence**, when granted, will be without loss of seniority and under the following conditions:

- a) Subject to thirty (30) days' notice, where possible, and to the efficient operation of the Employer not being unduly restricted, the employee will be granted the leave.
- b) The written consent will state the dates of which the leave of absence begins and ends.
- c) An employee on a leave of absence without pay which is in excess of five (5) consecutively scheduled work days or shifts will retain all annual vacation and health

recovery accruals to their credit. Any further accruals and Employer contributions to the benefit plans will cease for the total period of the leave.

- d) Should the employee wish to continue medical benefits on a leave of absence in excess of five (5) consecutive days without pay they will be responsible for the full costs associated to maintain coverage. No employee on an unpaid leave of absence will be entitled to Short-term Disability or Long-term Disability, Life Insurance or Accidental Death and Dismemberment.

19.03 Union Bargaining Leave

In the event that an employee is elected or appointed to the Negotiating Committee for the Union, the employee will be granted leave at the employee's regular rate of pay for the purpose of attending Joint Collective Bargaining, Conciliation, or Mediation Meetings with the Employer in the establishment of a new Collective Agreement. It is understood that no more than four (4) employees **within the Bargaining Unit** will be granted leave with pay for the purpose of attending such meetings on behalf of the Union and that the applicable supervisors will be advised in writing of the names of the elected or appointed employees at least thirty (30) calendar days prior to the termination date of the Collective Agreement. In the context of the above part days are considered as full days.

19.04 Union Delegate Leave

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

19.05 Bereavement Leave

An employee may use up to four (4) work days leave without loss of pay for the purpose of bereavement in the death of a parent, step parent, current spouse, brother, sister, step siblings, child, foster or stepchildren, niece, nephew, aunt, uncle, guardian, legal ward, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, grandparent of current spouse.

The leave shall be taken:

- a) on regularly scheduled consecutive workdays immediately following the death, or

- b) the employee may use one (1) or more days immediately following the death and the remaining days to attend a funeral, burial, memorial service or celebration of life scheduled for a later date.

Employees who work ten (10) or twelve (12) hour shifts will receive ten (10) or twelve (12) hours pay, as applicable, for each workday granted under this Clause.

Consideration will be given to providing reasonable traveling time for travel outside the province to a maximum of two (2) days with pay.

19.06 Critical Illness Leave

At the discretion of the Employer, leave with pay may be granted up to a maximum of five (5) work days per occurrence, to a permanent or probationary employee in the event of critical illness of the employee's immediate family member as defined in Clause 18.08. Leave for critical illness is considered special leave.

The Employer may decide that the leave is more appropriate under the provisions of Clause 18.08. Such leave will not be unduly withheld. Consideration will be given to providing reasonable traveling time for travel outside the Province.

19.07 Pallbearer's Leave

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

19.08 Witnesses and Jury Duty

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

19.09 Emergency Leave

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

The following defines "Emergency Leave":

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

employee is responsible to take action as soon as they are aware of the emergency, so they can return to work.

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

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

19.12 Leave of Absence for Full Time Union or Public Duties

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

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

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

a) In the event that an employee becomes a full-time official of the Local Union, the employee will be granted leave of absence for the purpose of carrying out the duties of the employee's office. Such leave will be deemed not to interrupt the employee's continuity of service. Upon notification of not less than one (1) month to the Employer, the employee will be reinstated in the position vacated, if available, or in another position mutually acceptable.

b) Upon application the Employer will agree to allow leave of absence for full-time duties with the CUPE National Organization for up to one (1) year. Thirty (30) days' notice before commencement of such full-time duties and thirty (30) days' notice before return to work will be provided. The Employer agrees to provide an equivalent paid position upon return of such a person.

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

19.14 Maternity, and Parental Leave

a) Maternity and Parental leave will be granted in accordance with the *Employment Standards Code*.

- b) Maternity and Parental leave will be governed by the conditions of Clause 19.01.
- c) A birth mother may be granted, **up to seventy-eight (78) weeks** maternity/parental leave, a further leave of absence of up to one (1) year if applied for under the provisions of Clause 19.01.
- d) When the employee is absent on maternity/parental leave and the employee has failed to notify the Employer of a request for an extension of leave of absence prior to such leave being taken, the employee will be deemed to have resigned their employment when their leave period expires.

19.15 Supplementary Unemployment Benefit

- a) In addition to government-paid benefits, birth mothers are eligible for a Supplementary Unemployment Benefit (SUB) from the Employer. Therefore, for this twelve week period, the employee is eligible for a SUB top-up to EI benefits so that total income from both sources combined is 85% of the employee's benefits earnings base. The employee's benefits earnings base is the employee's base pay, and if applicable, adjusted for shift differential for base hours worked. It excludes overtime pay and COLA.
- b) The SUB is paid as one lump-sum payment after all the required documentation is received by Human Resources. The SUB payment is made by direct deposit, less applicable deductions such as income tax and CPP, and less deductions of any outstanding premiums for benefit coverage or pension contributions owed to the date of the SUB payment.
- c) The employee must apply for EI benefits within six (6) weeks of the child's date of birth to be eligible for the SUB.

ARTICLE 20 - ACTING

20.01 Acting Opportunities

Acting opportunities will be offered to qualified employees within their established reporting structure in most current organizational charts.

- a) Acting opportunities for less than fourteen (14) days will be offered to a qualified employee at work according to a rotating list in order of seniority. The Employer will maintain and post the list within the work area. The first employee on the list will have the first opportunity and whether the employee accepts, declines, or is unavailable will be deemed to have had their opportunity.
- b) Acting opportunities of 14 calendar days or longer will be awarded to the most senior qualified employee for which the Employer has posted the qualifications in the department(s) the acting opportunity is open to and exists. The posting will state that

the Employer may, at its discretion, waive all or part of the qualification requirement for this opportunity if no qualified employee is willing to accept the acting position.

- c) In the event that there is no qualified employee who is willing to accept the acting position, the Employer may appoint the most senior permanent employee who is willing, and who has the ability to perform the job. If no employee is willing, the Employer may appoint the least senior employee who has the ability to perform the job.

20.02 Acting Pay

- a) When the Employer assigns an employee to perform a position with a higher rate of pay, the employee will be paid at the higher rate of pay.
- b) When the Employer assigns an employee to perform a position with a lower rate of pay, the employee will be paid the employee's regular rate of pay.
- c) When an employee requests and accepts an acting opportunity in a position with a higher or lower rate of pay, the employee will be paid at the rate of pay for the position.

ARTICLE 21 – SCHEDULE OF BENEFITS

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

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

- a) Employee Family Assistance Program (EFAP)
- b) Dependent Life
- c) Dental
- d) Alberta Health Care
- e) Extended Health Care

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

- a) Long-term Disability
- b) Short-term Disability
- c) Life Insurance
- d) Accidental Death and Dismemberment
- e) Critical Illness

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

Any changes to the benefits coverage will be subject to negotiations between the Employer and the Union.

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

ARTICLE 22 - JOB SECURITY

22.01 Contracting Out

In order to provide job security of the Bargaining Unit, the Employer agrees to allow the Union an opportunity to express their concerns and to present an alternative business case for consideration and evaluation, subject to the timeframes pursuant to the Appendix “J” Re: Outsourcing (Alternative Service Delivery) or Workforce Restructuring, prior to engaging in any contracting out, in whole or in part, including routine work which would result from the expansion of the Municipality, where such sub-contracting, transferring, leasing, assigning or conveying of the work or services to any person, company or non-Bargaining Unit employee could result in any loss of employment or reduction of regular hours on the part of any of the employees covered by this Agreement.

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

22.03 Technological Change

No employee will be laid off or suffer a reduction in wages because of the introduction of new or modified equipment and/or as associated changes in methods of operation.

- a) The Employer will notify the Union six (6) months before the introduction of any technological change, which adversely affects the rights of employees or their wages or working conditions.
- b) Technological change will be introduced by the Employer only after the Union and the Employer have reached agreement regarding the measures to be taken by the Employer to protect the employees from any adverse effects. In the event of technological change, the following measures will be taken:

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

ARTICLE 23 - CLOTHING AND EQUIPMENT

- 23.01 a) Where required by the Employer, or safety regulations; special clothing and equipment will be supplied to employees and will remain the property of the Employer. In general, this Clause will apply to the provisions of protective clothing, CSA approved rubber boots, hard hats, work mitts or gloves, rain protection and equipment with the exception of mechanics tools. Employees will be provided with rubber boots as required by the Employer.
- b) Where the conditions of employment require the use of safety footwear, the Employer will subsidize the purchase of CSA approved safety footwear (excluding rubber boots) to a maximum of one hundred and fifty dollars (\$150.00). This Clause applies to those employees who have successfully completed their probationary period. Such employees will be entitled to summer and winter safety footwear in their first year of employment. Replacement or re-issue will be in accordance with Clause 23.02 (b).
- c) Employees working in an unsanitary or dangerous job will be supplied with all the necessary tools, safety equipment and protective clothing and the necessary immunizations. The Employer will pay for the cost of the immunizations.
- d) **Where the conditions of employment require the use of winter gear, the Employer will provide reasonable gear as it determines necessary, such as jackets and winter coveralls.**

23.02 Uniforms

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

23.03 Tool Replacement

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

ARTICLE 24 - HEALTH AND SAFETY

24.01 Cooperation on Health and Safety

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

24.02 Health and Safety Committee Pay Provision

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

24.03 No Disciplinary Action

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

ARTICLE 25 - GENERAL CONDITIONS

25.01 Bulletin Boards

The Employer will provide bulletin boards which will be placed so that all employees will have access to them and upon which the Union will have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 26 - NO STRIKE OR LOCKOUT

26.01 It is agreed that during the life of this Collective Agreement, there will be no strike, slow-down or similar interruption of service by the employees, nor will the Union encourage such action, and further, there will be no lockout by the Employer.

ARTICLE 27 - PAY LEVELS

27.01 Every employee will be assigned a pay level at the time of hire based on the requirements, minimum qualifications and nature of work needed by the Employer. Each employee will commence at the start rate shown on Appendix "A" for the pay level assigned and will receive the permanent rate as per Appendix "A". An employee who **completes probation** will receive the permanent rate of the classification of the work they are doing. All non-permanent positions including temporary employees, **and** casual employees will be paid the start rate. If one of those classifications becomes permanent, the employee will **advance to the permanent rate after completing probation. The change in pay rate will be effective the start of the following pay period.**

27.02 The Pay Level Classification Schedule in Appendix "A" will be updated by the Employer on a quarterly basis and will be presented to the Union. The Pay Level Classification Schedule will form part of this Agreement. However, this inclusion will not interfere with the Employer's rights to add, modify, re-rate or delete classifications in accordance with its business requirements.

27.03 Should the Employer experience difficulty recruiting employees for any position due to the rates of pay required by the marketplace, the Employer will pay rates outlined in the Market Schedule in Appendix "A".

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

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

27.04 Job Descriptions

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

27.05 When the Union and/or an employee feel that an employee is unfairly or incorrectly assigned to a pay level, the matter will be presented to the Director of Human Resources, the affected employee's Department Head, the Local Union President and the affected employee's Union Representative, for resolution.

27.06 Failing resolution, the matter will be submitted to arbitration.

ARTICLE 28 - MEMORANDA OF AGREEMENT

28.01 Appendix "B" (10 Hour Shifts) and Appendix "C" (12 hour shifts) will form part of this Collective Agreement.

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

ARTICLE 29 - TERMS OF AGREEMENT

- 29.01 This Agreement will be binding and remain in effect from January 1, 2021 to December 31, 2024 and will continue from year to year thereafter unless either Party gives the other notice in writing, such notice will state the change or changes requested.
- 29.02 Where notice to negotiate amendments for a new Collective Agreement has been given, then this Collective Agreement will continue in force and effective during the period that the Parties bargain for a new Collective Agreement.
- 29.03 Notwithstanding anything in this Article, any portion of this Collective Agreement may be opened for negotiation between the Employer and the Union at any time provided that both parties agree.

ARTICLE 30 - RETROACTIVITY

- 30.01 There will be no retroactive application on any of the provisions of this settlement and the resulting amendments to the Collective Agreement except as expressly provided for in this Article.
- 30.02 Retroactive pay will be paid to all employees who are on the payroll on the day of ratification, except those employees whose wages are red circled or whose wages are otherwise frozen. Retroactive pay will be for all regular hours worked since January 1, 2021, to the date of ratification.
- 30.03 Retroactive payment, if applicable will be made as soon as practicable following the date of ratification of this Agreement and will only be paid for the following:
- a) Actual hours worked.
 - b) Annual leave taken during the period specified above.
 - c) Paid holidays.
 - d) Any other approved leave with pay, except Short-term Disability, Long-term Disability, and Workers' Compensation.

Benefit and Binding

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

In witness thereof the parties hereto have caused this Collective Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals.

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

SIGNED, SEALED AND DELIVERED
in the presence of:

) **REGIONAL MUNICIPALITY OF WOOD**
) **BUFFALO**

)

) Per: Sandy Bowman

) MAYOR

)

Kelly Hansen

) Per: Henry Hunter

WITNESS

) CHIEF ADMINISTRATIVE OFFICER

)

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

)

)

) Per: Craig Milley

) PRESIDENT

)

Kelly Hansen

) Per: James McIlveen

WITNESS

RMWB UNIT VICE PRESIDENT

SIGNED THIS 24 DAY OF January, 2024.

APPENDIX "A"

Schedule of Wages – January 1, 2021 to December 31, 2024

Pay Level	2021 (2.00%)		2022 (2.00%)		2023 (3.00%)		2024 (2.00%)	
	Start	Permanent	Start	Permanent	Start	Permanent	Start	Permanent
PL 1	\$ 33.80	\$ 39.43	\$ 34.48	\$ 40.22	\$ 35.51	\$ 41.43	\$ 36.22	\$ 42.26
PL 2	\$ 34.86	\$ 40.73	\$ 35.56	\$ 41.54	\$ 36.63	\$ 42.79	\$ 37.36	\$ 43.65
PL 3	\$ 36.02	\$ 42.04	\$ 36.74	\$ 42.88	\$ 37.84	\$ 44.17	\$ 38.60	\$ 45.05
PL 4	\$ 37.13	\$ 43.43	\$ 37.87	\$ 44.30	\$ 39.01	\$ 45.63	\$ 39.79	\$ 46.54
PL 5	\$ 38.31	\$ 44.82	\$ 39.08	\$ 45.72	\$ 40.25	\$ 47.09	\$ 41.06	\$ 48.03
PL 6	\$ 39.53	\$ 46.27	\$ 40.32	\$ 47.20	\$ 41.53	\$ 48.62	\$ 42.36	\$ 49.59
PL 7	\$ 40.84	\$ 47.83	\$ 41.66	\$ 48.79	\$ 42.91	\$ 50.25	\$ 43.77	\$ 51.26
PL 8	\$ 42.14	\$ 49.48	\$ 42.98	\$ 50.47	\$ 44.27	\$ 51.98	\$ 45.16	\$ 53.02
PL 9	\$ 43.50	\$ 51.10	\$ 44.37	\$ 52.12	\$ 45.70	\$ 53.68	\$ 46.61	\$ 54.75
PL 10	\$ 44.96	\$ 52.84	\$ 45.86	\$ 53.90	\$ 47.24	\$ 55.52	\$ 48.18	\$ 56.63
PL 11	\$ 46.46	\$ 54.61	\$ 47.39	\$ 55.70	\$ 48.81	\$ 57.37	\$ 49.79	\$ 58.52
PL 12	\$ 48.02	\$ 56.50	\$ 48.98	\$ 57.63	\$ 50.45	\$ 59.36	\$ 51.46	\$ 60.55
PL 13	\$ 49.61	\$ 58.46	\$ 50.60	\$ 59.63	\$ 52.12	\$ 61.42	\$ 53.16	\$ 62.65
PL 14	\$ 51.31	\$ 60.44	\$ 52.34	\$ 61.65	\$ 53.91	\$ 63.50	\$ 54.99	\$ 64.77
PL 15	\$ 53.07	\$ 62.57	\$ 54.13	\$ 63.82	\$ 55.75	\$ 65.73	\$ 56.87	\$ 67.04
PL 16	\$ 54.88	\$ 64.79	\$ 55.98	\$ 66.09	\$ 57.66	\$ 68.07	\$ 58.81	\$ 69.43
PL 17	\$ 56.83	\$ 67.07	\$ 57.97	\$ 68.41	\$ 59.71	\$ 70.46	\$ 60.90	\$ 71.87
PL 18	\$ 58.86	\$ 69.48	\$ 60.04	\$ 70.87	\$ 61.84	\$ 73.00	\$ 63.08	\$ 74.46
PL 19	\$ 61.00	\$ 71.98	\$ 62.22	\$ 73.42	\$ 64.09	\$ 75.62	\$ 65.37	\$ 77.13

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

APPENDIX A – Pay Level Classification Schedule as of July 25, 2023

Job Title	Job Description Code	Hours of Work	Pay Level	New Pay Level (2023)
Accommodations Coordinator	51001161	(7/35)	PL 9	PL 9
Accounts Payable Analyst	51001030	(7/35)	PL 9	PL 9
Accounts Payable Clerk	51001011	(7/35)	PL 7	PL 7
Administrative Assistant (All Departments)	50005960	(7/35)	PL 8	PL 8
Advisor, Social Media	51001070	(7/35)	PL 10	PL 10
Arborist I	51001122	(10/40)	PL 8	PL 8
Arborist II	51001123	(10/40)	PL 13	PL 13
Assessment Clerk	51001189	(7/35)	PL 6	PL 6
Assessor I	51001198	(7/35)	PL 10	PL 10
Assessor II	51001199	(7/35)	PL 13	PL 13
Asset Management Coordinator (Engineering)	51001026	(8/40)	PL 14	PL 14
Automation Control Technologist	51001075	(8/40)	PL 12	PL 12
Automotive Service Technician	51001007	(12/42)	PL 11	PL 11
Billing Services Clerk	51001013	(7/35)	PL 6	PL 6
Building Operator	51001159	(8/40)	PL 9	PL 9
Building Safety Codes Officer	51001165	(10/40)	PL 13	PL 13
Building Security Administrator	51001160	(7/35)	PL 7	PL 7
Business Analyst	51001202	(7/35)	PL 9	PL 9
Business Program Lead	51001153	(7/35)	PL 10	PL 10
Buyer I	51001193	(7/35)	PL 8	PL 8
Buyer II	51001194	(7/35)	PL 10	PL 10
Bylaw Enforcement Officer	51001134	(12/42)	PL 8	PL 8
Bylaw Enforcement Officer (Entry)	51001102	(7/35, 12/42)	PL 7	PL 7
Carpenter	51001220	(10/40)	PL 11	PL 11
Cashier Clerk, Finance	51001031	(7/35, 10/40)	PL 5	PL 7*

RMWB and CUPE 1505 - Collective Agreement August 15, 2023 - E. & O. E.

Job Title	Job Description Code	Hours of Work	Pay Level	New Pay Level (2023)
Cashier Clerk, Waste Management Scale Operations	51001045	(7/35, 10/40)	PL 5	PL 7*
Cemetery Technician	51001129	(8/40, 10/40)	PL 11	PL 11
Chief Building Safety Codes Officer	51001167	(10/40)	PL 19	PL 19
Clerk Typist, Bylaw	30006438	(7/35)	PL 7	PL 7
Clerk Typist, Fort Chipewyan	4010	(7/35)	PL 6	PL 6
Clerk Typist, RCMP	30008734	(7/35)	PL 6	PL 7*
Clerk Typist, Solid Waste	4166	(7/35)	PL 6	PL 6
Clerk Typist, Utility Operations	4007	(7/35)	PL 6	PL 6
Clerk Typist, Wastewater Treatment Plant	4004	(7/35)	PL 6	PL 6
Clerk Typist, Water Treatment	4000	(7/35)	PL 6	PL 6
Collections Coordinator	51001015	(7/35)	PL 9	PL 9
Community Facility Host	51001142	(7/35, 12/42)	PL 6	PL 6
Community Investment Coordinator	51001218	(7/35)	PL 12	PL 12
Community Peace Officer (CPO I Status)	51001096	(12/42)	PL 10	PL 10
Community Policing Coordinator	51001139	(7/35)	PL 12	PL 12
Construction Technician	51001121	(10/40)	PL 11	PL 11
Coordinator, Community	51001200	(7/35)	PL 12	PL 13*
Coordinator, Engagement	51001221	(7/35)	PL 12	PL 13*
Coordinator, Fort Chipewyan Airport	51001056	(7/35)	PL 8	PL 8
Coordinator, Parks	51001222	(7/35)	PL 12	PL 13*
Coordinator, Rural Municipal Services	51001066	(7/35)	PL 6	PL 6
Coordinator, Underground Services	51001201	(8/40)	PL 8	PL 8
Coordinator, Waste Management Scale Operations	51001044	(8/40)	PL 11	PL 11
Court Detail Clerk	51001098	(7/35)	PL 8	PL 8
CPIC Clerk	51001110	(7/35)	PL 7	PL 8*
Criminal Intelligence Analyst	51001111	(7/35)	PL 12	PL 12

RMWB and CUPE 1505 - Collective Agreement August 15, 2023 - E. & O. E.

Job Title	Job Description Code	Hours of Work	Pay Level	New Pay Level (2023)
Custodian	51001094	(7/35, 10/35, 8/40, 10/40)	PL 4	PL 4
Customer Relationship Management Program Analyst	51001188	(7/35)	PL 10	PL 10
Customer Service Agent	51001008	(12/42)	PL 6	PL 6
Data Maintenance Coordinator	51001023	(7/35)	PL 10	PL 10
Database Analyst	51001204	(7/35)	PL 14	PL 14
Development Compliance Officer	51001178	(12/42)	PL 10	PL 10
Digital Media Specialist	51001068	(7/35)	PL 10	PL 10
Disposal Inspector	51001042	(12/42)	PL 6	PL 6
Electrical Safety Codes Officer	51001168	(10/40)	PL 17	PL 17
Electrician	51001081	(10/40)	PL 11	PL 11
Engineering Technician	51001093	(8/40)	PL 11	PL 11
Environmental Technician	51001036	(10/40)	PL 9	PL 9
Equipment Operator I, Rural	50002943	(8/40, 10/40, 12/42)	PL 10	PL 10
Equipment Operator I, Underground Services	51001229	(10/40)	PL 10	PL 10
Equipment Operator II, Underground Services	51001230	(10/40)	PL 11	PL 11
Equipment Operator II, Waste Process	51001225	(12/42)	PL 11	PL 11
Equipment Operator, Wastewater	51001079	(8/40, 12/42)	PL 10	PL 10
Facility Booking Coordinator	51001021	(7/35)	PL 9	PL 9
Facility Coordinator	51001156	(7/35)	PL 8	PL 8
Facility Planner	51001155	(7/35)	PL 10	PL 10
Finance Clerk	51001022	(7/35)	PL 7	PL 8*
Finance Officer	51001025	(7/35)	PL 11	PL 11
Financial Analyst	51001024	(7/35)	PL 10	PL 10
Fire Smart Analyst	51001179	(7/35)	PL 10	PL 10
Fleet Maintenance Planner Scheduler	51001089	(8/40, 12/42)	PL 12	PL 12
Fleet Operator	51001088	(8/40, 12/42)	PL 9	PL 9

RMWB and CUPE 1505 - Collective Agreement August 15, 2023 - E. & O. E.

Job Title	Job Description Code	Hours of Work	Pay Level	New Pay Level (2023)
Fleet Technician	51001086	(10/40,10.5/42)	PL 8	PL 8
Foreman, Fleet	51001082	(12/42)	PL 15	PL 15
Foreman, Metering	51001057	(10/40)	PL 13	PL 13
Foreman, Rural Water Treatment Operations	51001191	(8/40)	PL 15	PL 15
Foreman, Trade Services	51001078	(10/40)	PL 16	PL 16
Foreman, UGS (Distribution/Collection)	51001019	(10/40)	PL 15	PL 15
Foreman, Urban Collections	51001047	(10/40)	PL 13	PL 13
Foreman, Urban Disposal	51001039	(12/42)	PL 13	PL 13
Foreman, Waste Diversion	51001048	(12/42)	PL 13	PL 13
Fuel and Lube Technician	51001087	(12/42)	PL 7	PL 7
GIS CAD Technician	51001205	(8/40)	PL 8	PL 10*
GIS Technologist	51001206	(7/35)	PL 13	PL 13
Grants Administrator	51001038	(7/35)	PL 11	PL 11
Graphic Design Specialist	51001067	(7/35)	PL 9	PL 9
Guard	51001100	(12/42)	PL 9	PL 9
Guest Services Representative	51001151	(7/35, 8/40)	PL 6	PL 6
Heavy Equipment Operator	51001131	(12/42)	PL 11	PL 11
Heavy Equipment Technician (On and Off Road)	51001005	(12/42)	PL 13	PL 13
Heavy Equipment Technician (On Road)	51001006	(12/42)	PL 13	PL 13
Helpdesk Analyst	51001207	(7/35)	PL 8	PL 9*
Horticulture Technician	51001063	(10/40)	PL 10	PL 11*
Information Reviewer	51001104	(7/35)	PL 10	PL 10
Instrumentation Technician	51001074	(10/40)	PL 12	PL 12
Insurance Advisor	51001033	(7/35)	PL 12	PL 12
Insurance Services Clerk	51001034	(7/35)	PL 6	PL 6
Integrated Pest Management Technician	51001125	(10/40)	PL 11	PL 12*

RMWB and CUPE 1505 - Collective Agreement August 15, 2023 - E. & O. E.

Job Title	Job Description Code	Hours of Work	Pay Level	New Pay Level (2023)
Irrigation Technician	51001061	(10/40)	PL 7	PL 11*
Lab Technician	51001010	(8/40)	PL 9	PL 9
Labourer, Fleet Support	51001084	(8/40,12/42)	PL 5	PL 6*
Labourer, Fort Chipewyan	51001149	(8/40)	PL 5	PL 5
Labourer, Operations and Trades Support	51001080	(8/40,10/40)	PL 6	PL 6
Labourer, Public Works Operations	51001116	(8/40,10/40,12/42)	PL 6	PL 6
Labourer, Solid Waste	50007857	(10/40,12/42)	PL 5	PL 6*
Land Management Specialist	51001172	(7/35)	PL 14	PL 14
Land Technician	51001173	(7/35)	PL 9	PL 9
Landscape Architect	51001126	(10/40)	PL 16	PL 16
Landscape Development Technician	51001171	(7/35)	PL 10	PL 10
Landscape Project Coordinator	51001127	(10/40)	PL 11	PL 11
Lead Community Coordinator	51001219	(7/35)	PL 13	PL 14*
Lead Watch Clerk	51001109	(12/42)	PL 10	PL 10
Lease Coordinator	51001170	(7/35)	PL 10	PL 10
Licensing (Vehicle for Hire) Clerk	51001099	(7/35)	PL 7	PL 7
Light Equipment Operator	51001092	(10/40,12/42)	PL 10	PL 10
Mail Clerk	51001009	(7/35)	PL 3	PL 3
Maintenance Planner	51001035	(8/40,10/40)	PL 14	PL 14
Maintenance Worker, Fort Chipewyan	51001147	(8/40)	PL 6	PL 6
Mapping Technologist	51001208	(7/35)	PL 8	PL 10*
Material Processor	51001050	(8,40,10/40,12/42)	PL 5	PL 5
Meter Planner	51001058	(10/40)	PL 8	PL 8
Meter Technician	51001059	(10/40)	PL 5	PL 5
Millwright	51001073	(10/40)	PL 11	PL 11
Network Analyst	51001209	(7/35)	PL 14	PL 14
Operational Planner	51001158	(8/40)	PL 12	PL 12

RMWB and CUPE 1505 - Collective Agreement August 15, 2023 - E. & O. E.

Job Title	Job Description Code	Hours of Work	Pay Level	New Pay Level (2023)
Operational Planner, Parks	51001223	(8/40,10/40)	PL 14	PL 14
Operations Lead, Rural	51001146	(8/40)	PL 14	PL 14
Operations Planner, Solid Waste	51001185	(8/40)	PL 13	PL 13
Parks Assistant	51001117	(7/35)	PL 8	PL 8
Parts Technician	51001029	(8/40)	PL 10	PL 10
PC Technician	51001210	(7/35)	PL 9	PL 9
Permitting & Licensing Clerk	51001164	(7/35)	PL 6	PL 6
Planner I	51001136	(7/35)	PL 9	PL 11*
Planner II	51001174	(7/35)	PL 14	PL 14
Planner III, Community Development	51001175	(7/35)	PL 18	PL 18
Planner III, Socio Economics	51001176	(7/35)	PL 17	PL 17
Planner III, Statutory Plans	51001177	(7/35)	PL 18	PL 18
Playground Technician	51001128	(10/40)	PL 7	PL 9*
Plumber/Gasfitter A	51001101	(10/40)	PL 14	PL 14
Plumber/Gasfitter B	51001065	(10/40)	PL 12	PL 12
Plumbing/Gas Safety Codes Officer	51001169	(10/40)	PL 17	PL 17
Police Clerk	51001112	(7/35)	PL 7	PL 7
Pool Operator	51001145	(8/40)	PL 9	PL 9
Preventative Maintenance Technician	51001119	(10/40)	PL 9	PL 9
Procurement Clerk	51001196	(7/35)	PL 7	PL 7
Program Coordinator, Engineering	51001027	(8/40)	PL 13	PL 13
Project Management Associate	51001157	(8/40)	PL 13	PL 13
Property & Exhibit Technician	51001113	(7/35)	PL 13	PL 13
Public Drop-off Attendant	50007346	(12/42)	PL 5	PL 5
Purchasing Card Administrator	51001012	(7/35)	PL 8	PL 8
Receptionist	51001051	(7/35)	PL 3	PL 3
Records Clerk, RCMP	51001037	(7/35,12/42)	PL 6	PL 6

RMWB and CUPE 1505 - Collective Agreement August 15, 2023 - E. & O. E.

Job Title	Job Description Code	Hours of Work	Pay Level	New Pay Level (2023)
Recreation Coordinator, Fort Chipewyan	51001143	(7/35)	PL 10	PL 10
Recycling Operator	51001052	(8/40,12/42)	PL 8	PL 8
Refrigeration and Air Conditioning Mechanic	51001000	(10/40)	PL 12	PL 12
Refrigeration and Air Conditioning Mechanic - Gasfitter A	51001001	(10/40)	PL 12	PL 12
Refuse Collector	51001053	(10/40)	PL 8	PL 8
Refuse Collector Helper	51001054	(10/40)	PL 6	PL 6
Road Patrol	51001226	(12/42)	PL 10	PL 10
Rural Community Programmer	51001046	(10/40)	PL 7	PL 7
Rural Equipment Operator (Fort Chipewyan)	50008837	(8/40)	PL 10	PL 10
Rural Equipment Operator Lead	51001217	(12/42)	PL 11	PL 11
Rural Office Clerk	51001072	(7/35)	PL 5	PL 5
Safety Codes Clerk	51001162	(7/35)	PL 6	PL 6
SAP Basis Administrator	51001211	(7/35)	PL 15	PL 15
SAP Security Administrator	51001212	(7/35)	PL 16	PL 16
Senior Building Safety Codes Officer	51001166	(10/40)	PL 17	PL 17
Senior Business Analyst	51001203	(7/35)	PL 14	PL 14
Senior Engineering Technologist	51001124	(10/40)	PL 15	PL 15
Senior Measurements & Reporting Analyst	51001197	(7/35)	PL 16	PL 16
Senior Procurement Specialist	51001195	(7/35)	PL 17	PL 17
Senior Recycling Operator	51001055	(12/42)	PL 11	PL 11
Septage Inspector	51001014	(8/40,12/42)	PL 6	PL 6
Server Analyst I	51001213	(7/35)	PL 11	PL 11
Server Analyst II	51001214	(7/35)	PL 14	PL 14
Service Writer	51001090	(8/40,12/42)	PL 5	PL 5
Space Planner	51001154	(7/35)	PL 11	PL 11

RMWB and CUPE 1505 - Collective Agreement August 15, 2023 - E. & O. E.

Job Title	Job Description Code	Hours of Work	Pay Level	New Pay Level (2023)
Storage/Records Clerk	51001163	(7/35)	PL 6	PL 6
Support Clerk	50008870	(7/35)	PL 5	PL 5
Systems Analyst	51001215	(7/35)	PL 14	PL 14
Systems Support Analyst, Regional Emergency Services	51001181	(7/35)	PL 11	PL 11
Tangible Capital Assets Analyst	51001043	(7/35)	PL 10	PL 10
Taxation Clerk I	51001184	(7/35)	PL 8	PL 8
Taxation Clerk II	51001187	(7/35)	PL 10	PL 10
Team Lead, Bylaw Services	51001133	(12/42)	PL 13	PL 13
Team Lead, Insurance Services	51001032	(7/35)	PL 15	PL 15
Team Leader, Parks & Roads	50007417	(8/40,10/40,12/42)	PL 14	PL 14
Technical Support Coordinator (RCMP)	51001114	(7/35)	PL 13	PL 13
Technology Coordinator	51001216	(7/35)	PL 8	PL 8
Traffic Maintenance Technician	51001118	(8/40)	PL 9	PL 9
Trails Technician	51001132	(10/40)	PL 11	PL 11
Treasury Analyst	51001224	(7/35)	PL 13	PL 13
Turf Technician	51001062	(10/40,12/42)	PL 10	PL 11*
Urban Facilities Technician	51001141	(10/40)	PL 10	PL 10
User Support Technician (RCMP)	51001106	(7/35)	PL 9	PL 11*
Utility Operations Planner	51001018	(10/40)	PL 12	PL 12
Utility Operations Technician	51001017	(10/40)	PL 10	PL 10
Utility Operator, Underground Services	51001016	(10/40)	PL 14	PL 14
Utility Treatment Technician – Level I	51001076 / 51001077	(8/40,10/40,12/42)	PL 6	PL 6
Utility Treatment Technician – Level II	51001076 / 51001077	(8/40,10/40,12/42)	PL 8	PL 8
Utility Treatment Technician – Level III	51001076 / 51001077	(8/40,10/40,12/42)	PL 11	PL 11
Utility Treatment Technician – Level IV	51001076 / 51001077	(8/40,10/40,12/42)	PL 13	PL 13

RMWB and CUPE 1505 - Collective Agreement August 15, 2023 - E. & O. E.

Job Title	Job Description Code	Hours of Work	Pay Level	New Pay Level (2023)
Utility Treatment Technician – Trainee	51001076 / 51001077	(8/40,10/40,12/42)	PL 5	PL 5
Video Specialist	51001069	(7/35)	PL 9	PL 9
Warehouse Technician	51001028	(8/40,12/42)	PL 7	PL 7
Watch Clerk	51001105	(7/35,12/42)	PL 7	PL 9*
Welder	51001085	(8/40)	PL 11	PL 11
Youth Worker, Fort Chipewyan	51001148	(8/40)	PL 7	PL 7

*Data as of July 25, 2023. Any pay level (PL) changes due to the implementation of Reconsideration Results are noted with an asterisk in the New Pay Level column and are effective January 1, 2023.

APPENDIX A – Market Schedule

Job Title	Job Description Code	Hours of Work	Market Rate
Assessor I	51001198	(7/35)	\$55.52
Assessor II	51001199	(7/35)	\$67.83
Automation Control Technologist	51001075	(8/40)	\$63.83
Automotive Services Technician	51001007	(12/42)	\$63.83
Building Safety Codes Officer	51001165	(10/40)	\$65.47
Carpenter	51001220	(10/40)	\$63.83
Chief Building Safety Codes Officer	51001167	(8/40)	\$72.70
Electrical Safety Codes Officer	51001168	(8/40)	\$70.46
Electrician	51001081	(8/40,10/40)	\$63.83
Foreman, Fleet	51001082	(12/42)	\$68.41
Foreman, Rural Water Treatment Operations	51001191	(10/40)	\$66.09
Foreman, Trade Services	51001078	(8/40)	\$68.41
Foreman, Underground Services	51001019	(10/40)	\$66.09
Heavy Equipment Technician (On and Off Road)	51001005	(12/42)	\$66.09
Heavy Equipment Technician (On Road)	51001006	(12/42)	\$66.09
Instrumentation Technician	51001074	(8/40,10/40)	\$63.83
Maintenance Planner	51001035	(10/40)	\$66.09
Millwright	51001073	(8/40,10/40)	\$63.83
Operational Planner, Solid Waste	51001158	(8/40)	\$61.05
Parts Technician	51001029	(8/40)	\$56.67
Planner II	51001174	(7/35)	\$63.50
Planner III, Community Development	51001175	(7/35)	\$73.00
Planner III, Socio Economics	51001176	(7/35)	\$73.00
Planner III, Statutory Plans	51001177	(7/35)	\$73.00
Plumber/Gasfitter A	51001101	(8/40,10/40)	\$66.09
Plumber/Gasfitter B	51001065	(8/40,10/40)	\$63.83

Job Title	Job Description Code	Hours of Work	Market Rate
Plumbing /Gas Safety Codes Officer	51001169	(8/40)	\$70.46
Refrigeration and Air Conditioning Mechanic - Gasfitter A	51001001	(10/40)	\$66.09
Senior Building Safety Codes Officer	51001166	(10/40)	\$70.46
Utility Treatment Technician - Level I	51001076 / 51001077	(8/40,12/42)	\$48.83
Utility Treatment Technician - Level II	51001076 / 51001077	(8/40,12/42)	\$52.40
Utility Treatment Technician - Level III	51001076 / 51001077	(8/40,12/42)	\$57.37
Utility Treatment Technician - Level IV	51001076 / 51001077	(8/40,12/42)	\$61.65
Welder	51001085	(8/40)	\$63.83

Note: In the event negotiated changes to a job's classified pay level wage rate exceed the market rate outlined in the above table the higher pay level wage rate will be applied instead, unless it is deemed by the Employer that an increase to the market rate is needed. In cases where the pay level wage rate is higher and applied instead, no notice will be provided to the Employee by the Employer. This does not constitute a reduction to the market rate under Article **27.03** of the Collective Agreement.

**APPENDIX A – CUPE Red-Circled Employees due to JJE - Wage and Annual Payment
Details 2021 -2024**

Status as at May 12, 2023

Position Name	Red-Circled	Bi-Weekly Hours	Pay Level	Hourly Rate	PL Rate (perm)	Wage Status
Advisor, Social Media	1	70	10	\$ 56.95	\$ 51.80	RC - JJE
Assessor I	1	70	10	\$ 55.07	\$ 51.80	RC - JJE
Asset Management Coordinator	1	80	14	\$ 63.19	\$ 59.25	RC - JJE
Building Security Administrator	1	70	7	\$ 48.15	\$ 46.89	RC - JJE
Community Investment Coordinator	1	70	12	\$ 56.95	\$ 55.39	RC - JJE
Coordinator, Community / Public Engagement/Parks	8	70	12	\$ 56.95	\$ 55.39	RC - JJE
Database Analyst	2	70	14	\$ 63.19	\$ 59.25	RC - JJE
Engineering Technician	4	80	11	\$ 58.95	\$ 53.54	RC - JJE
Environmental Technician	1	80	9	\$ 56.95	\$ 50.10	RC - JJE
Facility Planner	1	70	10	\$ 56.95	\$ 51.80	RC - JJE
Finance Officer	3	70	11	\$ 58.95	\$ 53.54	RC - JJE
Financial Analyst	6	70	10	\$ 58.95	\$ 51.80	RC - JJE
GIS CAD Technician	1	80	8	\$ 53.23	\$ 48.51	RC - JJE
Graphic Design Specialist	2	70	9	\$ 56.95	\$ 50.10	RC - JJE
Helpdesk Analyst	2	70	8	\$ 53.23	\$ 48.51	RC - JJE
Information Reviewer	1	70	10	\$ 53.23	\$ 51.80	RC - JJE
Lab Technician	1	80	9	\$ 51.46	\$ 50.10	RC - JJE
Landscape Development Technician	1	70	10	\$ 56.95	\$ 51.80	RC - JJE
Lead Community Coordinator	1	70	13	\$ 58.95	\$ 57.31	RC - JJE
Mail Clerk	1	70	3	\$ 42.23	\$ 41.22	RC - JJE
Mapping Technologist	1	70	8	\$ 55.07	\$ 48.51	RC - JJE

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Meter Planner	1	80	8	\$ 55.07	\$ 48.51	RC - JJE
Meter Technician	1	80	5	\$ 45.06	\$ 43.94	RC - JJE
Network Analyst	3	70	14	\$ 63.19	\$ 59.25	RC - JJE
Position Name	Red- Circled	Bi- Weekly	Pay Level	Hourly Rate	PL Rate (perm)	Wage Status
Operational Planner	1	80	12	\$ 61.05	\$ 55.39	RC - JJE
Operations Lead Rural	1	80	14	\$ 61.05	\$ 59.25	RC - JJE
PC Technician	6	70	9	\$ 53.23	\$ 50.10	RC - JJE
Playground Technician	2	80	7	\$ 48.15	\$ 46.89	RC - JJE
Program Coordinator	1	80	13	\$ 58.95	\$ 57.31	RC - JJE
Project Management Associate	3	80	13	\$ 61.05	\$ 57.31	RC - JJE
Receptionist	1	70	3	\$ 42.23	\$ 41.22	RC - JJE
Receptionist Parks	1	70	3	\$ 42.86	\$ 41.22	RC - JJE
Recreation Coordinator	1	70	10	\$ 56.95	\$ 51.80	RC - JJE
SAP Basis Administrator	1	70	15	\$ 63.19	\$ 61.34	RC - JJE
SAP Security Administrator	1	70	16	\$ 67.82	\$ 63.52	RC - JJE
Senior Business Analyst	5	70	14	\$ 61.05	\$ 59.25	RC - JJE
Senior Engineering Technologist	1	80	15	\$ 63.19	\$ 61.34	RC - JJE
Server Analyst II	2	70	14	\$ 63.19	\$ 59.25	RC - JJE
Service Writer	1	84	5	\$ 48.15	\$ 43.94	RC - JJE
Service Writer	1	80	5	\$ 48.15	\$ 43.94	RC - JJE
Special Projects (PC Technician)	4	70	9	\$ 53.23	\$ 50.10	RC - JJE
Special Projects (Lab Technician)	4	80	9	\$ 51.46	\$ 50.10	RC - JJE
Systems Analyst	6	70	14	\$ 63.19	\$ 59.25	RC - JJE
Systems Support Analyst, RES	1	70	11	\$ 56.95	\$ 53.54	RC - JJE

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Team Leader, Bylaw Services	1	84	13	\$ 58.95	\$ 57.31	RC - JJE
Technical Support Coordinator (RCMP)	1	70	13	\$ 58.95	\$ 57.31	RC - JJE
Technology Coordinator	3	70	8	\$ 49.78	\$ 48.51	RC - JJE
User Support Technician	2	70	9	\$ 55.07	\$ 50.10	RC - JJE
Utility Operations Technician	1	80	10	\$ 56.95	\$ 51.80	RC - JJE
Video Specialist	1	70	9	\$ 55.07	\$ 50.10	RC - JJE

1. The above calculations assume the employees remained and will remain in their current red-circled CUPE positions from 2021 to 2024, working their regular annual hours as shown above.
2. Should an employee's regular work hours change, the annual payment will be adjusted based on the regular hours worked (or paid approved leave hours).
3. Should an employee no longer be red-circled, the annual payment will be adjusted based on the time in the red-circled job rate only.

CUPE Red Circled Employees due to JJE - Wage and Annual Payment Details 2021

Position Name	PL Rate (perm)	Wage Status	Rate to be paid	Annual Payment For
Advisor, Social Media	\$ 52.84	RC - JJE	\$ 56.95	\$ 1,892.80
Assessor I	\$ 52.84	RC - JJE	\$ 55.07	\$ 1,892.80
Asset Management Coordinator	\$ 60.44	RC - JJE	\$ 63.19	\$ 2,475.20
Building Security Administrator	\$ 47.83	RC - JJE	\$ 48.15	\$ 1,710.80
Community Investment Coordinator	\$ 56.50	RC - JJE	\$ 56.95	\$ 2,020.20
Coordinator, Community /Public Engagement/ Parks	\$ 56.50	RC - JJE	\$ 56.95	\$ 2,020.20
Database Analyst	\$ 60.44	RC - JJE	\$ 63.19	\$ 2,165.80
Engineering Technician	\$ 54.61	RC - JJE	\$ 58.95	\$ 2,225.60
Environmental Technician	\$ 51.10	RC - JJE	\$ 56.95	\$ 2,080.00
Facility Planner	\$ 52.84	RC - JJE	\$ 56.95	\$ 1,892.80
Finance Officer	\$ 54.61	RC - JJE	\$ 58.95	\$ 1,947.40
Financial Analyst	\$ 52.84	RC - JJE	\$ 58.95	\$ 1,892.80
GIS CAD Technician	\$ 49.48	RC - JJE	\$ 53.23	\$ 2,017.60
Graphic Design Specialist	\$ 51.10	RC - JJE	\$ 56.95	\$ 1,820.00
Helpdesk Analyst	\$ 49.48	RC - JJE	\$ 53.23	\$ 1,765.40
Information Reviewer	\$ 52.84	RC - JJE	\$ 53.23	\$ 1,892.80
Lab Technician	\$ 51.10	RC - JJE	\$ 51.46	\$ 2,080.00
Landscape Development Technician	\$ 52.84	RC - JJE	\$ 56.95	\$ 1,892.80
Lead Community Coordinator	\$ 58.46	RC - JJE	\$ 58.95	\$ 2,093.00
Mail Clerk	\$ 42.04	RC - JJE	\$ 42.23	\$ 1,492.40
Mapping Technologist	\$ 49.48	RC - JJE	\$ 55.07	\$ 1,765.40
Meter Planner	\$ 49.48	RC - JJE	\$ 55.07	\$ 2,017.60
Meter Technician	\$ 44.82	RC - JJE	\$ 45.06	\$ 1,830.40
Network Analyst	\$ 60.44	RC - JJE	\$ 63.19	\$ 2,165.80
Operational Planner	\$ 56.50	RC - JJE	\$ 61.05	\$ 2,308.80

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Position Name	PL Rate (perm)	Wage Status	Rate to be paid	Annual Payment For
Operations Lead Rural	\$ 60.44	RC - JJE	\$ 61.05	\$ 2,475.20
PC Technician	\$ 51.10	RC - JJE	\$ 53.23	\$ 1,820.00
Playground Technician	\$ 47.83	RC - JJE	\$ 48.15	\$ 1,955.20
Program Coordinator	\$ 58.46	RC - JJE	\$ 58.95	\$ 2,392.00
Project Management Associate	\$ 58.46	RC - JJE	\$ 61.05	\$ 2,392.00
Receptionist	\$ 42.04	RC - JJE	\$ 42.23	\$ 1,492.40
Receptionist, Parks	\$ 42.04	RC - JJE	\$ 42.86	\$ 1,492.40
Recreation Coordinator	\$ 52.84	RC - JJE	\$ 56.95	\$ 1,892.80
SAP Basis Administrator	\$ 62.57	RC - JJE	\$ 63.19	\$ 2,238.60
SAP Security Administrator	\$ 64.79	RC - JJE	\$ 67.82	\$ 2,311.40
Senior Business Analyst	\$ 60.44	RC - JJE	\$ 61.05	\$ 2,165.80
Senior Engineering Technologist	\$ 62.57	RC - JJE	\$ 63.19	\$ 2,558.40
Server Analyst II	\$ 60.44	RC - JJE	\$ 63.19	\$ 2,165.80
Service Writer	\$ 44.82	RC - JJE	\$ 48.15	\$ 1,921.92
Service Writer	\$ 44.82	RC - JJE	\$ 48.15	\$ 1,830.40
Systems Analyst	\$ 60.44	RC - JJE	\$ 63.19	\$ 2,165.80
Systems Support Analyst, RES	\$ 54.61	RC - JJE	\$ 56.95	\$ 1,947.40
Team Leader, Bylaw Services	\$ 58.46	RC - JJE	\$ 58.95	\$ 2,511.60
Technical Support Coordinator (RCMP)	\$ 58.46	RC - JJE	\$ 58.95	\$ 2,093.00
Technology Coordinator	\$ 49.48	RC - JJE	\$ 49.78	\$ 1,765.40
User Support Technician	\$ 51.10	RC - JJE	\$ 55.07	\$ 1,820.00
Utility Operations Technician	\$ 52.84	RC - JJE	\$ 56.95	\$ 2,163.20
Video Specialist	\$ 51.10	RC - JJE	\$ 55.07	\$ 1,820.00

CUPE Red Circled Employees due to JJE - Wage and Annual Payment Details 2022

Position Name	PL rate (perm)	Wage Status	Rate to be paid	Annual Payment
Advisor, Social Media	\$ 53.90	RC - JJE	\$ 56.95	\$ 1,929.20
Assessor I	\$ 53.90	RC - JJE	\$ 55.07	\$ 1,929.20
Asset Management Coordinator	\$ 61.65	RC - JJE	\$ 63.19	\$ 2,516.80
Building Security Administrator	\$ 48.79	off RC	\$ 48.79	N/A
Community Investment Coordinator	\$ 57.63	off RC	\$ 57.63	N/A
Coordinator, Community /Public Engagement/Parks	\$ 57.63	off RC	\$ 57.63	N/A
Database Analyst	\$ 61.65	RC - JJE	\$ 63.19	\$ 2,202.20
Engineering Technician	\$ 55.70	RC - JJE	\$ 58.95	\$ 2,267.20
Environmental Technician	\$ 52.12	RC - JJE	\$ 56.95	\$ 2,121.60
Facility Planner	\$ 53.90	RC - JJE	\$ 56.95	\$ 1,929.20
Finance Officer	\$ 55.70	RC - JJE	\$ 58.95	\$ 1,983.80
Financial Analyst	\$ 53.90	RC - JJE	\$ 58.95	\$ 1,929.20
GIS CAD Technician	\$ 50.47	RC - JJE	\$ 53.23	\$ 2,059.20
Graphic Design Specialist	\$ 52.12	RC - JJE	\$ 56.95	\$ 1,856.40
Helpdesk Analyst	\$ 50.47	RC - JJE	\$ 53.23	\$ 1,801.80
Information Reviewer	\$ 53.90	off RC	\$ 53.90	N/A
Lab Technician	\$ 52.12	off RC	\$ 52.12	N/A
Landscape Development Technician	\$ 53.90	RC - JJE	\$ 56.95	\$ 1,929.20
Lead Community Coordinator	\$ 59.63	off RC	\$ 59.63	N/A
Mail Clerk	\$ 42.88	off RC	\$ 42.88	N/A
Mapping Technologist	\$ 50.47	RC - JJE	\$ 55.07	\$ 1,801.80
Meter Planner	\$ 50.47	RC - JJE	\$ 55.07	\$ 2,059.20
Meter Technician	\$ 45.72	off RC	\$ 45.72	N/A
Network Analyst	\$ 61.65	RC - JJE	\$ 63.19	\$ 2,202.20
Operational Planner	\$ 57.63	RC - JJE	\$ 61.05	\$ 2,350.40
Operations Lead Rural	\$ 61.65	off RC	\$ 61.65	N/A

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Position Name	PL rate (perm)	Wage Status	Rate to be paid	Annual Payment For
PC Technician	\$ 52.12	RC - JJE	\$ 53.23	\$ 1,856.40
Playground Technician	\$ 48.79	off RC	\$ 48.79	N/A
Program Coordinator	\$ 59.63	off RC	\$ 59.63	N/A
Project Management Associate	\$ 59.63	RC - JJE	\$ 61.05	\$ 2,433.60
Receptionist	\$ 42.88	off RC	\$ 42.88	N/A
Receptionist, Parks	\$ 42.88	off RC	\$ 42.88	N/A
Recreation Coordinator	\$ 53.90	RC - JJE	\$ 56.95	\$ 1,929.20
SAP Basis Administrator	\$ 63.82	off RC	\$ 63.82	N/A
SAP Security Administrator	\$ 66.09	RC - JJE	\$ 67.82	\$ 2,366.00
Senior Business Analyst	\$ 61.65	off RC	\$ 61.65	N/A
Senior Engineering Technologist	\$ 63.82	off RC	\$ 63.82	N/A
Server Analyst II	\$ 61.65	RC - JJE	\$ 63.19	\$ 2,202.20
Service Writer	\$ 45.72	RC - JJE	\$ 48.15	\$ 1,965.60
Service Writer	\$ 45.72	RC - JJE	\$ 48.15	\$ 1,872.00
Systems Analyst	\$ 61.65	RC - JJE	\$ 63.19	\$ 2,202.20
Systems Support Analyst, RES	\$ 55.70	RC - JJE	\$ 56.95	\$ 1,983.80
Team Leader, Bylaw Services	\$ 59.63	off RC	\$ 59.63	N/A
Technical Support Coordinator (RCMP)	\$ 59.63	off RC	\$ 59.63	N/A
Technology Coordinator	\$ 50.47	off RC	\$ 50.47	N/A
User Support Technician	\$ 52.12	RC - JJE	\$ 55.07	\$ 1,856.40
Utility Operations Technician	\$ 53.90	RC - JJE	\$ 56.95	\$ 2,204.80
Video Specialist	\$ 52.12	RC - JJE	\$ 55.07	\$ 1,856.40

**CUPE Red Circled Employees due to JJE – Wage and Annual Payment Details 2023 -
Reconsideration Resolution Applied, Effective Jan. 1, 2023 ()**

Position Name	Pay Level	PL rate (perm) 3%	Wage Status	Rate to be paid	Annual Payment For
Advisor, Social Media	10	\$ 55.52	RC-JJE	\$ 56.95	\$ 2,948.40
Assessor I	10	\$ 55.52	off RC	\$ 55.52	N/A
Asset Management Coordinator	14	\$ 63.50	off RC	\$ 63.50	N/A
Building Security Administrator	7	\$ 50.25	off RC	\$ 50.25	N/A
Community Investment Coordinator	12	\$ 59.36	off RC	\$ 59.36	N/A
Coordinator, Community /Public Engagement/Parks	13	\$ 61.42	off RC	\$ 61.42	N/A
Database Analyst	14	\$ 63.50	off RC	\$ 63.50	N/A
Engineering Technician	11	\$ 57.37	RC-JJE	\$ 58.95	\$ 3,473.60
Environmental Technician	9	\$ 53.68	RC-JJE	\$ 56.95	\$ 3,244.80
Facility Planner	10	\$ 55.52	RC-JJE	\$ 56.95	\$ 2,948.40
Finance Officer	11	\$ 57.37	RC-JJE	\$ 58.95	\$ 3,039.40
Financial Analyst	10	\$ 55.52	RC-JJE	\$ 58.95	\$ 2,948.40
GIS CAD Technician	10	\$ 55.52	off RC	\$ 55.52	N/A
Graphic Design Specialist	9	\$ 53.68	RC-JJE	\$ 56.95	\$ 2,839.20
Helpdesk Analyst	9	\$ 53.68	off RC	\$ 53.68	N/A
Information Reviewer	10	\$ 55.52	off RC	\$ 55.52	N/A
Lab Technician	9	\$ 53.68	off RC	\$ 53.68	N/A
Landscape Development Technician	10	\$ 55.52	RC-JJE	\$ 56.95	\$ 2,948.40
Lead Community Coordinator	14	\$ 63.50	off RC	\$ 63.50	N/A
Mail Clerk	3	\$ 44.17	off RC	\$ 44.17	N/A
Mapping Technologist	10	\$ 55.52	off RC	\$ 55.52	N/A
Meter Planner	8	\$ 51.98	RC-JJE	\$ 55.07	\$ 3,140.80
Meter Technician	5	\$ 47.09	off RC	\$ 47.09	N/A
Network Analyst	14	\$ 63.50	off RC	\$ 63.50	N/A
Operational Planner	12	\$ 59.36	market rate	market rate	N/A
Operations Lead Rural	14	\$ 63.50	off RC	\$ 63.50	N/A

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Position Name	Pay Level	PL rate (perm) 3%	Wage Status	Rate to be paid	Annual Payment For
PC Technician	9	\$ 53.68	off RC	\$ 53.68	N/A
Playground Technician	9	\$ 53.68	off RC	\$ 53.68	N/A
Program Coordinator	13	\$ 61.42	off RC	\$ 61.42	N/A
Project Management Associate	13	\$ 61.42	off RC	\$ 61.42	N/A
Receptionist	3	\$ 44.17	off RC	\$ 44.17	N/A
Receptionist, Parks	3	\$ 44.17	off RC	\$ 44.17	N/A
Recreation Coordinator	10	\$ 55.52	RC-JJE	\$ 56.95	\$ 2,948.40
SAP Basis Administrator	15	\$ 65.73	off RC	\$ 65.73	N/A
SAP Security Administrator	16	\$ 68.07	off RC	\$ 68.07	N/A
Senior Business Analyst	14	\$ 63.50	off RC	\$ 63.50	N/A
Senior Engineering Technologist	15	\$ 65.73	off RC	\$ 65.73	N/A
Server Analyst II	14	\$ 63.50	off RC	\$ 63.50	N/A
Service Writer	5	\$ 47.09	RC-JJE	\$ 48.15	\$ 2,992.08
Service Writer	5	\$ 47.09	RC-JJE	\$ 48.15	\$ 2,849.60
Systems Analyst	14	\$ 63.50	off RC	\$ 63.50	N/A
Systems Support Analyst, RES	11	\$ 57.37	off RC	\$ 57.37	N/A
Team Leader, Bylaw Services	13	\$ 61.42	off RC	\$ 61.42	N/A
Technical Support Coordinator (RCMP)	13	\$ 61.42	off RC	\$ 61.42	N/A
Technology Coordinator	8	\$ 51.98	off RC	\$ 51.98	N/A
User Support Technician	11	\$ 57.37	off RC	\$ 57.37	N/A
Utility Operations Technician	10	\$ 55.52	RC-JJE	\$ 56.95	\$ 3,369.60
Video Specialist	9	\$ 53.68	RC-JJE	\$ 55.07	\$ 2,839.20

CUPE Red Circled Employees due to JJE - Wage and Annual Payment Details 2024

Position Name	Pay Level	PL rate (perm)	Wage Status	Rate to be paid	Annual Payment For
Advisor, Social Media	10	\$ 56.63	RC-JJE	\$ 56.95	\$ 2,020.20
Assessor I	10	\$ 56.63	off RC	\$ 56.63	N/A
Asset Management Coordinator	14	\$ 64.77	off RC	\$ 64.77	N/A
Building Security Administrator	7	\$ 51.26	off RC	\$ 51.26	N/A
Community Investment Coordinator	12	\$ 60.55	off RC	\$ 60.55	N/A
Coordinator, Community /Public Engagement/Parks	13	\$ 62.65	off RC	\$ 62.65	N/A
Database Analyst	14	\$ 64.77	off RC	\$ 64.77	N/A
Engineering Technician	11	\$ 58.52	RC-JJE	\$ 58.95	\$ 2,392.00
Environmental Technician	9	\$ 54.75	RC-JJE	\$ 56.95	\$ 2,225.60
Facility Planner	10	\$ 56.63	RC-JJE	\$ 56.95	\$ 2,020.20
Finance Officer	11	\$ 58.52	RC-JJE	\$ 58.95	\$ 2,093.00
Financial Analyst	10	\$ 56.63	RC-JJE	\$ 58.95	\$ 2,020.20
GIS CAD Technician	10	\$ 56.63	off RC	\$ 56.63	N/A
Graphic Design Specialist	9	\$ 54.75	RC-JJE	\$ 56.95	\$ 1,947.40
Helpdesk Analyst	9	\$ 54.75	off RC	\$ 54.75	N/A
Information Reviewer	10	\$ 56.63	off RC	\$ 56.63	N/A
Lab Technician	9	\$ 54.75	off RC	\$ 54.75	N/A
Landscape Development Technician	10	\$ 56.63	RC-JJE	\$ 56.95	\$ 2,020.20
Lead Community Coordinator	14	\$ 64.77	off RC	\$ 64.77	N/A
Mail Clerk	3	\$ 45.05	off RC	\$ 45.05	N/A
Mapping Technologist	10	\$ 56.63	off RC	\$ 56.63	N/A
Meter Planner	8	\$ 53.02	RC-JJE	\$ 55.07	\$ 2,163.20
Meter Technician	5	\$ 48.03	off RC	\$ 48.03	N/A
Network Analyst	14	\$ 64.77	off RC	\$ 64.77	N/A
Operational Planner, Solid Waste	12	\$ 60.55	market rate	market rate	N/A

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Position Name	Pay Level	PL rate (perm)	Wage Status	Rate to be paid	Annual Payment For
Operations Lead Rural	14	\$ 64.77	off RC	\$ 64.77	N/A
PC Technician	9	\$ 54.75	off RC	\$ 54.75	N/A
Playground Technician	9	\$ 54.75	off RC	\$ 54.75	N/A
Program Coordinator	13	\$ 62.65	off RC	\$ 62.65	N/A
Project Management Associate	13	\$ 62.65	off RC	\$ 62.65	N/A
Receptionist	3	\$ 45.05	off RC	\$ 45.05	N/A
Receptionist, Parks	3	\$ 45.05	off RC	\$ 45.05	N/A
Recreation Coordinator	10	\$ 56.63	RC-JJE	\$ 56.95	\$ 2,020.20
SAP Basis Administrator	15	\$ 67.04	off RC	\$ 67.04	N/A
SAP Security Administrator	16	\$ 69.43	off RC	\$ 69.43	N/A
Senior Business Analyst	14	\$ 64.77	off RC	\$ 64.77	N/A
Senior Engineering Technologist	15	\$ 67.04	off RC	\$ 67.04	N/A
Server Analyst II	14	\$ 64.77	off RC	\$ 64.77	N/A
Service Writer	5	\$ 48.03	RC-JJE	\$ 48.15	\$ 2,052.96
Service Writer	5	\$ 48.03	RC-JJE	\$ 48.15	\$ 1,955.20
Systems Analyst	14	\$ 64.77	off RC	\$ 64.77	N/A
Systems Support Analyst, RES	11	\$ 58.52	off RC	\$ 58.52	N/A
Team Leader, Bylaw Services	13	\$ 62.65	off RC	\$ 62.65	N/A
Technical Support Coordinator (RCMP)	13	\$ 62.65	off RC	\$ 62.65	N/A
Technology Coordinator	8	\$ 53.02	off RC	\$ 53.02	N/A
User Support Technician	11	\$ 58.52	off RC	\$ 58.52	N/A
Utility Operations Technician	10	\$ 56.63	RC-JJE	\$ 56.95	\$ 2,308.80
Video Specialist	9	\$ 54.75	RC-JJE	\$ 55.07	\$ 1,947.40

APPENDIX "B"

TEN (10) HOUR SHIFTS

When the Employer deems it necessary to implement a ten (10) hour work day, affected employees will be notified pursuant to Clause 14.05. The following Clauses will replace or be added to the Collective Agreement where appropriate.

- a) The normal hours of work will be ten (10) hours per day, eighty (80) hours bi-weekly, which will include three (3) fifteen (15) minute rest periods and one (1) thirty (30) minute paid meal break normally taken at midpoint of the shift.
- b) The Employer maintains the sole and exclusive right to adjust the schedule or length of rotation where it deems necessary. It is understood that such changes will be subject to the terms of this Appendix "B" and done through prior consultation with the Union.
- c) All employees will be permitted three (3) fifteen (15) minute rest periods which will be taken in accordance with departmental policies.
- d) An employee who is absent due to illness or injury from a shift will be debited for ten (10) hours health recovery benefits.
- e) An employee will be granted ten (10) hours leave without loss of pay for each work day under Clause 19.05.
- f) One (1) calendar day leave of absence without loss of pay will be granted to a permanent employee without loss of regular salary wages to attend a funeral as a pallbearer. Such leave cannot be combined with paid bereavement leave that the employee may be entitled to.

For the purpose of implementing future ten (10) hour shifts, start and end dates will be established by mutual consent.

APPENDIX "C"

TWELVE (12) HOUR SHIFTS

When the Employer deems it necessary to implement a twelve (12) hour work day, affected employees will be notified pursuant to Clause 14.05. The following Clauses will replace or be added to the Collective Agreement where appropriate.

- a) The normal hours of work will be twelve (12) hours per day, eighty-four (84) hours bi-weekly, which will include three (3) fifteen (15) minute rest periods and one (1) thirty-five (35) minute paid meal break normally taken at midpoint of the shift.

Work will be on a rotating schedule wherein the hours of work in one (1) or more bi-weekly periods may exceed eighty-four (84) hours. This will not constitute a violation of this Collective Agreement provided that the bi-weekly hours when averaged over the full rotation do not exceed eighty-four (84) hours.

The Employer will pay employees who work the rotating schedule average earnings of eighty-four (84) hours bi-weekly regardless of whether actual hours of work are seventy-two (72), eighty-four (84) or ninety-six (96).

Shift Turnover

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

- b) The Employer maintains the sole and exclusive right to adjust the schedule or length of rotation where it deems necessary. It is understood that such changes will be subject to the terms of this Appendix and done through prior consultation with the Union.
- c) All employees will be permitted three (3) fifteen (15) minute rest periods which will be taken in accordance with departmental policies.
- d) An employee who is absent due to illness or injury from a shift will be debited for twelve (12) hours health recovery benefits.
- e) An employee will be granted twelve (12) hours leave without loss of pay for each work day under Clause 19.05.
- f) One (1) calendar day leave of absence without loss of pay will be granted to a permanent employee without loss of regular salary or wages to attend a funeral as a pallbearer. Such leave cannot be combined with paid bereavement leave that the employee may be entitled to.

For the purpose of implementing future twelve (12) hour shifts, start and end dates will be established by mutual consent.

APPENDIX "D"

FUNDED EMPLOYEES

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

Any such programs will not result in the **layoff**, reduction in hours of work, remuneration or redundancy of any Bargaining Unit employees.

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

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

APPENDIX "E"

VACATION SCHEDULING

Introduction

The Employer and Union recognize the need for certainty and fairness for all employees in vacation planning. This Appendix sets out the general principles to be considered in determining vacation schedules and approving vacations for employees.

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

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

Principles

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

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

Suggested Procedure

By the third (3rd) Monday in February, employees would submit their first, second and third preferences for an unbroken vacation period (based on the vacation the employee will accrue by April 30th) for the period commencing May 1st and ending April 30th of the following year. The preference request will be submitted to the employee's exempt supervisor.

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

By the fourth (4th) Monday in March, the exempt supervisor will post a vacation schedule. Any vacation requests received after the third (3rd) Monday in February be approved on a first come, first served basis for vacation opportunities remaining on the schedule.

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

Preferential Choice

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

The following example shows how preferential choice works.

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

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

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

Changes in Days of Work

If the Employer changes an employee’s regular days of work after the vacation schedule is posted, the employee will be permitted to take their vacation for the approved vacation leave period in the vacation schedule.

APPENDIX "F"

EMERGENCY WORK OR THE POTENTIAL OF FLOOD

It is understood that this Appendix is in the interest of and benefit to both CUPE Local 1505 and the Regional Municipality of Wood Buffalo relating to the annual potential for emergency situations.

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

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

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

A member of the Union Executive will be advised of all emergency work schedules. Where the emergency results in the evacuation of residents of the Municipality, the Employer will make reasonable efforts to enable a Union Representative to inspect the conditions under which employees are working and being accommodated.

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

Employees will be served with notice of shift change that their regular hours and regular days of work will be changed and their shift will be in accordance with Appendix "C", Twelve (12) Hour Shifts. The Employer agrees that no employee will lose regular pay or regular hours of work as a result of this Appendix.

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

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

The Employer agrees and in recognition of this Appendix, that the affected employees who are changed to a twelve (12) hour shift or have their rotation changed (ie. 4on/4off to 7on/7off) if already working a twelve (12) hours shift will receive one (1) additional day with pay added to their annual leave complement for that calendar year.

APPENDIX "G"

SEVERANCE PAY

A Permanent employee who has been notified by the Employer, pursuant to Clause 10.04 of the Collective Agreement that they are to be laid off, may opt to accept severance pay as provided in this Appendix in lieu of exercising their rights under the provisions of Article 10.

If an eligible employee wishes to exercise their option under this Appendix, the employee will notify the Employer within seven (7) calendar days of receipt of the notice of **layoff**. In the absence of such notice, the provisions of Article 10 will prevail.

If an eligible employee notifies the Employer of a request to opt for severance pay under this Appendix, the employee will be paid severance pay based on two and one-half (2½) weeks payment for each year of continuous service to a maximum of fifty-two (52) weeks. Part-time employees' service will be calculated in accordance with Clause 7:02.

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

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

APPENDIX "H"

DUTY TO ACCOMMODATE

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

Procedure for evaluating and accommodating employees with disabilities:

1. The Employer, Union and employee agree to work together to consider how an employee's disability can best be accommodated without causing either party undue hardship. The Employer and Union (the parties) recognize and acknowledge that in each individual accommodation situation each party must determine what constitutes undue hardship to that party.
2. The employee with a disability will inform the Employer about the need for an accommodation, preferably in writing with a copy to the Union.
3. Employees needing an accommodation also have a responsibility to participate, cooperate and assist the Employer and Union in developing a suitable accommodation. This duty includes providing medical information to the Employer representatives (which may include the Wellness team, Business Unit representatives and Employer advisors) and to the Union Representatives, that is reasonably required to establish to the Employer's and Union's satisfaction that the employee has a disability which requires accommodation and the extent of the restrictions or limitations in the employee's functional capabilities to perform the duties of their position.
4. The parties agree that to the extent reasonably possible, medical and other personal information provided by an employee for the purposes of accommodation will be dealt with in a manner that respects the employee's privacy.
5. Failure of an employee to fully cooperate and assist in the accommodation process may relieve the Employer and Union from a continuing duty to accommodate. Employees with disabilities have an obligation to accept reasonable accommodation solutions.
6. Representatives of the Employer and Union, together with the affected employee, may, as the case requires, meet to discuss the existence and nature of the disability and the appropriate accommodation measures which would achieve the accommodation with respect to the employee.
7. The Employer, the Union and the affected employee, will share with each other all information relevant to the accommodation of the affected employee, including medical information set out in this process and information regarding the requirements and duties of the employee's position.

8. If accommodation is required and can be achieved without undue hardship, the Parties agree that they will attempt to accommodate employees using the following order of priority:
- in their current position;
 - in their current classification;
 - in another classification with equivalent hours/rate of pay, but for which the employee possesses the requisite knowledge, skills, abilities;
 - in another classification which does not have the equivalent hours/rate of pay, but for which the employee possesses the requisite knowledge, skills, abilities at the applicable rate of pay, unless otherwise agreed;
 - in another job outside the Bargaining Unit, but with the Employer, in which the employee possesses the requisite knowledge, skills, and abilities, subject to the requirements of the applicable Collective Agreement or discussions, as required, with the Bargaining Agent.
9. In considering the feasibility of accommodation options, the Employer may consider modification of duties, shifts, equipment, and/or retraining of the employee, to the extent that such do not cause the Employer undue hardship. Where modifications are implemented by the Employer, these are made on a without prejudice and individual basis.
10. It is understood that nothing in this Collective Agreement will require the Employer to pursue any accommodation or option where doing so, in its determination, would constitute undue hardship.
11. It is understood that nothing in this Appendix will require the Union to pursue any accommodation or option where doing so, in its determination, would constitute undue hardship.
12. The Union agrees to support accommodative measures which may require modification of the Collective Agreement provisions, unless doing so would in its determination constitute undue hardship. Where Collective Agreement modifications are agreed to by the Employer and the Union, these are made without prejudice and on a case by case basis.
13. The Employer agrees that it will not impose an accommodation measure which has the effect of abridging or infringing Collective Agreement rights of other Bargaining Unit members where there are in its determination, reasonable alternatives.
14. Agreements regarding the accommodation of the employees will be reduced to writing. These agreements may be revisited in the event that there is a change in the accommodated employee's circumstances (including a lessening or worsening of the employee's functional impairment).
15. This Appendix does not apply where requests for accommodation arise at or after termination of employment. These cases will be dealt with through the regular grievance process provided for under the Collective Agreement.
16. The parties have entered into this Appendix to establish a procedure for fulfilling their accommodation obligations, and accordingly acknowledge that these provisions do not

relieve the Employer, employee(s), or the Union of their rights or responsibilities under the *Human Rights Act*. For greater clarity, nothing in this Appendix precludes the limitation on individual rights as may be reasonable and justified under the exceptions set out under the *Human Rights Act* (including but not limited to bona fide occupational requirements).

Rights and responsibilities of the Employee seeking accommodation:

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

Rights and responsibilities of the Employer:

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

Rights and responsibilities of the Union:

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

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

APPENDIX "I"

UTILITY OPERATOR PREMIUM PROGRAM

In an effort to cultivate and enhance a multi-skilled workforce in the Water Treatment, Wastewater Treatment, Wastewater Collection and Water Distribution departments, the Employer and Union do hereby agree to continue the Utility Operator Premium Program (UOPP) under the following guidelines.

Environmental Disciplines covered:

- a) Water Treatment Operators
- b) Wastewater Treatment Operators
- c) Underground Services
 - i. Wastewater Collection Operators; and
 - ii. Water Distribution Operators

Premium: An operator who holds a valid Level IV Environmental Certificate in one Environmental Discipline will be paid a premium, as per the schedule below, for each additional certification obtained and maintained in another Environmental Discipline to a maximum of twenty-four dollars (\$24.00) per hour. The premium is paid in addition to the operator's applicable pay rate on regular hours only.

- a) Level I - \$2.00
- b) Level II - \$4.00
- c) Level III - \$6.00
- d) Level IV - \$8.00

Employees may be required by the Employer to work temporarily in any Environmental Discipline for which they are receiving a premium, subject to the following:

- a) An employee will not suffer any loss or reduction in wages by reason of the temporary work; and
- b) Temporary work will be limited to a time period not exceeding three (3) months unless otherwise agreed to by the Employer, employee and the Union.

Obtaining and Maintaining Certification in another Environmental Discipline:

An operator who holds a valid Level IV Environmental Discipline may apply to participate in a rotation as follows:

- a) Full rotation: means three (3) employees from each of three (3) Environmental Disciplines participating in a rotational work schedule encompassing all three (3) disciplines: Water Treatment, Wastewater Treatment and Underground Services.
- b) Half rotation: means two (2) employees from two (2) different Environmental Disciplines participating in a rotational work schedule encompassing two (2) disciplines.

A rotation will consist of no less than two (2) participants from different Environmental Disciplines who agree to rotate through operator positions in other Environmental Disciplines, at the applicable pay rate for the operator position they are working in, in order to obtain the hours required for certification in the Environmental Discipline.

In order to enable operators to participate in the UOPP, Wastewater Collection and Water Distribution Operators will be able to obtain a Level IV certificate notwithstanding it is not a requirement for the operation of the Employer's facilities.

Participation in the UOPP is voluntary. Opportunities will be granted in order of seniority, from each Environmental Discipline, to those employees who apply to participate in the program. Participation from multiple disciplines is required for a new program rotation to commence.

A full rotation involving all disciplines (Water Treatment, Wastewater Treatment and Underground Services) is preferable. As a general rule, half rotations will be converted to full rotations before additional half rotations are allowed.

Employees who are participating in the program accept that they are committing to an on-going rotation through the Environmental Disciplines in the rotation in order to maintain the program rotation for all participants.

- a) If an employee ceases to participate in the program, payment of premiums will end as the employee's certificates expire. If the employee applies to re-enter the program, the employee will be considered the least senior on the list of applicants.
- b) In the event a program rotation is interrupted and no new participant from the applicable discipline will agree to join the rotation, the participant(s) displaced from the program will be considered the most senior on the list of applicants if a new rotation is created.

Joint Committee

A joint committee will be established with the following responsibilities:

- a) Assign participants to rotations
- b) Determine rotation schedules
- c) Review compliance with rotation schedules

- d) Review schedules for participants to obtain required Continuing Education Units (CEUs)
- e) Review issues that arise in relation to the program and recommend solutions to the Employer and Union.

The joint committee will be comprised of two (2) representatives of the Employer and two (2) representatives of the Union. One representative from each party will work in the Water Treatment, Wastewater Treatment, or Wastewater Collection and Water Distribution (Underground Services) departments.

Program Administration:

Employees are responsible to maintain valid certificates and provide proof of such certificates, as well as any changes, to the Employer.

Department Supervisors will be responsible for:

- a) notifying payroll and Human Resources when changes in certifications result in a premium being added or removed. Human Resources will provide the information to CUPE.
- b) providing Direct Responsible Charge time to applicable participants in compliance with Alberta Environmental and Parks (AEP) requirements.
- c) granting leave at a mutually agreed to by the Supervisor and the employee when leave is required to obtain Continuing Education Units (CEUs) in advance of the certification expiry date.

The Employer will maintain records including:

- a) Each employee's name, department, certificate levels, renewal dates and internal training records.
- b) Direct Responsible Charge time.
- c) Rotation schedules.

A copy of the information will be provided to the Union upon request.

General Conditions:

- a) Revoked, seized, non-active, expired or cancelled certifications will not be compensated.
- b) Employees who have out of province certificates that are not recognized by AEP will not be paid a premium. Out of province certificates will be renewed in Alberta in accordance with the regulations of AEP.
- c) Failure to maintain at least one Level IV certification will result in the removal of the employee from the program.

APPENDIX "J"

**RE: OUTSOURCING (ALTERNATIVE SERVICE DELIVERY) OR WORKFORCE
RESTRUCTURING**

Whereas, the Employer has no intent to arbitrarily reduce the Union workforce and the Union and/or the Employer may be able to identify opportunities to create a more effective/productive workforce by pursuing Alternative Service Delivery (ASD) options.

In an effort to address Alternative Service Delivery, Contracting Out and Workforce Restructuring, the parties agree to enhance job security to employees through the following means:

1. Prior to implementing any initiatives that result in a reduction in the number of CUPE employees, the Union will be notified at least one hundred and twenty (120) days in advance of the implementation.
2. During the one hundred and twenty (120) day notice period, the Union will have the right to present an alternative business case for evaluation in accordance with Article 22.01.
3. The Employer agrees to make every reasonable effort to transfer or redeploy qualified permanent employees to other vacant positions, rather than implement Article 10 - **Layoffs** and Recalls.
4. In the event that layoffs become necessary, all applicable terms and provisions of Article 10 - **Layoffs** and Recalls will apply.
5. The Employer commits to facilitating retraining for laid off employees as follows:
 - a) Any laid off employee who is placed on the recall list may apply to the Employer for a retraining grant.
 - b) Provided the retraining is in an area that would, in the Employer's opinion, better prepare the laid off employee for redeployment within the RMWB, the Employer will provide an amount up to seven thousand five hundred (\$7,500) dollars for tuition, program fees and course materials.
 - c) The Employer will implement a payment schedule based on enrollment and successful completion.
 - d) The Employer may upon the Employee's request or at its own discretion place a laid off employee in an in-house training program to facilitate reasonable and effective redeployment.
6. The parties agree notwithstanding the terms of this Appendix, employees will retain all rights and privileges otherwise arising from this Collective Agreement including their right to elect the option of severance pay thereby forgoing all entitlements to this letter or the applicable terms of Article 10 should they choose not to accept redeployment.

LETTER OF UNDERSTANDING #1

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

-and-

Canadian Union of Public Employees Local 1505 ("CUPE")

REGISTERED APPRENTICESHIP PROGRAM (RAP)

WHEREAS: The Employer, has received a request from "Careers The Next Generation" asking the RMWB to participate in the Registered Apprenticeship Program for high school children exploring trade and utility treatment operator careers and;

WHEREAS: the RMWB would like to give back to the community and participate in the education of our children and the next generation:

The parties agree as follows:

- a) It is acknowledged by the Union and the Employer that any high school students who are participating in the RAP program will be compensated at minimum wage plus ten percent (10%) per hour total which is the high end of the recommended industry rate provided by the RAP program.
- b) There is a mutual understanding that these RAP students will have Union dues deducted from their bi-weekly pay cheque. These placements are generally less than six months per school year for a maximum of two (2) terms. For the purpose of the Agreement, they will be treated like a Term Student Employee.

SIGNED, SEALED AND DELIVERED

in the presence of:

) **REGIONAL MUNICIPALITY OF WOOD**

) **BUFFALO**

)

) Per: *Sandy Boroman*

) **MAYOR**

)

Kelly Hansen

WITNESS

) Per: *Henry Hunter*

) **CHIEF ADMINISTRATIVE OFFICER**

)

) **CANADIAN UNION OF PUBLIC**

) **EMPLOYEES, LOCAL 1505**

)

)

) Per: Craig Milley

) **PRESIDENT**

)

) Per: James McIlveen

RMWB UNIT VICE PRESIDENT

Nikki Pedolle

WITNESS

SIGNED THIS 24 DAY OF January, 2024.

LETTER OF UNDERSTANDING #2

**Regional Municipality of Wood Buffalo (RMWB)
("The Employer")**

-and-

**Canadian Union of Public Employees, Local 1505
("CUPE")**

-and-

**The International Association of Fire Fighters, Local 2494
("IAFF")**

CONTINUITY OF SERVICE

The Employer and the Union agree, that as between the parties, the following Letter of Understanding will be applied to employees in both the CUPE Local 1505 Transit and Municipal (RMWB) Bargaining Units.

The Parties mutually agree to recognize continuous service with the Employer as follows:

- a) Continuous service will be defined as employment in any permanent position with the Employer without interruption other than any authorized leaves of absences including Short-term Disability or Long-term Disability. Such employment may be in an exempt position or in a position represented by CUPE or IAFF.
- b) In the event that an Employee transfers to, is assigned or successfully competes for a position that is represented by CUPE or IAFF, the Employee's continuous service prior to the date of transfer, assignment or award of the position will be deemed as continuous bargaining unit service only for the purpose of vacation accrual.
- c) Use of earned vacation in the position assumed by the Employee will be subject to governing seniority rights in accordance with the CUPE or IAFF Collective Agreement, whichever is the receiving bargaining unit. As such, the incoming Employee may not schedule vacation time with any higher priority than allowed by their Bargaining Unit seniority.
- d) This Letter of Understanding may be terminated by any of the parties by giving ninety (90) days written notice to the other parties.

SIGNED, SEALED AND DELIVERED

in the presence of:

Kelly Hansen

WITNESS

Mikki Peddle

WITNESS

Kelly Hansen

WITNESS

) **REGIONAL MUNICIPALITY OF WOOD**

) **BUFFALO**

)

) Per: Sandy Bowman

) MAYOR

)

) Per: Henry Hunter

) CHIEF ADMINISTRATIVE OFFICER

)

) **CANADIAN UNION OF PUBLIC**

) **EMPLOYEES, LOCAL 1505**

)

)

) Per: Craig Milley

) PRESIDENT

)

) Per: James McIlveen

) RMWB UNIT VICE PRESIDENT

)

) Per: _____

) TRANSIT UNIT VICE PRESIDENT

)

) **FORT MCMURRAY FIRE FIGHTERS**

) **ASSOCIATION, I.A.F.F. LOCAL 2494**

RMWB and CUPE 1505 - Collective Agreement August 15, 2023 - E. & O. E.

)

)

) Per: _____

) PRESIDENT

)

) Per: _____

WITNESS

SECRETARY

SIGNED THIS 24 DAY OF January, 2024.

LETTER OF UNDERSTANDING #3

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

-and-

Canadian Union of Public Employees Local 1505 ("CUPE")

COST OF LIVING ALLOWANCE (COLA) GUIDELINES

All Employees will be paid a Cost of Living allowance as it pertains to the excessive costs of living in the Regional Municipality of Wood Buffalo, Alberta.

Employees are eligible to receive a bi-weekly payment in the amount of \$480.00.

- (a) COLA will continue for all employees on approved paid leave.**
- (b) The Employer may request, when appropriate, proof of residency within the Regional Municipality of Wood Buffalo.**
- (c) Part-Time Employees will be paid a pro-rated portion based upon their actual hours worked.**
- (d) The Employer will provide the Union with a nine (9) months' notice period, if the COLA paid, is decreased.**

SIGNED, SEALED AND DELIVERED

) **REGIONAL MUNICIPALITY OF WOOD**

in the presence of:

) **BUFFALO**

)

) Per: *Sandy Bowman*

) **MAYOR**

)

Kelly Hansen

) Per: *Henry Hunter*

WITNESS

) **CHIEF ADMINISTRATIVE OFFICER**

)

) **CANADIAN UNION OF PUBLIC**

) **EMPLOYEES, LOCAL 1505**

)

)

) Per: Craig Milley

) **PRESIDENT**

)

) Per: James McIlveen

RMWB UNIT VICE PRESIDENT

Nikki Pedolle

WITNESS

SIGNED THIS 24 DAY OF January, 2024.

LETTER OF UNDERSTANDING #4

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

-and-

Canadian Union of Public Employees Local 1505 ("CUPE")

RE: 70 HOUR AVERAGING ARRANGEMENT

As the Employer deems it necessary to maintain a rotating schedule within the Scale House or for Custodians wherein the hours of work average seventy (70) hours over a twenty-eight (28) day shift cycle and employees have been notified in accordance with Clause 14.05, the following clauses will replace or be added to the Collective Agreement where appropriate.

- (a) The normal hours of work will be ten (10) hours per day, averaged to 70 hours bi-weekly over a twenty-eight (28) day shift cycle.**
- (b) Ten (10) hour shifts will include three (3) fifteen (15) minute rest periods and one (1) thirty (30) minute paid meal break normally taken at the midpoint of the shift.**
- (c) Work will be on a rotating schedule wherein the hours of work in one (1) or more bi-weekly periods may exceed seventy (70) hours. This will not constitute a violation of this Collective Agreement provided that the bi-weekly hours when averaged over the twenty-eight (28) day cycle do not exceed seventy (70) hours.**
- (d) The Employer will pay employees who work the rotating schedule average earnings of seventy (70) hours bi-weekly regardless of whether actual hours of work are sixty (60) or eighty (80) hours bi-weekly.**
- (e) An employee who is absent due to illness or injury from a shift will be debited for ten (10) hours of health recovery benefits.**

For the purpose of implementing future ten (10) hour shifts, start and end dates will be established by mutual consent.

SIGNED, SEALED AND DELIVERED) REGIONAL MUNICIPALITY OF WOOD

in the presence of:) BUFFALO

)

) Per: Sandy Borroman

) MAYOR

Kelly Hansen
WITNESS

)
) Per: Henry Hunter
) CHIEF ADMINISTRATIVE OFFICER

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

)
) Per: Craig Milley
) PRESIDENT

Kelly Hansen
WITNESS

)
) Per: James McIlveen
RMWB UNIT VICE PRESIDENT

SIGNED THIS 24 DAY OF January, 2024.

LETTER OF UNDERSTANDING #5

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

-and-

Canadian Union of Public Employees Local 1505 ("CUPE")

RE: LOU on Vacation Pilot Program

The Parties enter into this Pilot Project for the following purposes:

- 1. to reset vacation practices post COVID, and**
- 2. to encourage employees to take their earned vacation periods**
 - a) for their health and well being,**
 - b) to reduce burnout, exhaustion and other related health concerns, and**
 - c) to comply with the *Alberta Employment Standards Code*.**

In accordance with Article 17 and Appendix "E", the Employer and Union agree:

- (a) to jointly encourage employees to book and take their earned vacation allotment throughout the year,**
- (b) for the period of May 1, 2024, through April 30, 2025, to request employees to schedule and take a minimum of two (2) weeks earned vacation, and**
- (c) to facilitate the successful implementation of vacation scheduling through the following amendments to the vacation scheduling process:**
 - (i) under Appendix "E", on or before the first Monday in February, the Employer will provide employees with the vacation form which will clearly set out the clear operational limitations for the upcoming vacation year, which may include "blackout dates" where vacation will not be approved, and/or limitations on the number of employees that can take a vacation at one time considering the availability of casual employees to cover off the work;**
 - (ii) the Employer will provide a copy of the various vacation forms showing operational limitations to the Union to aid in identifying future improvements in the vacation pilot;**
 - (iii) under Appendix "E", an employee may request an unbroken period of vacation that is less than two (2) weeks. To assist the employee in this regard,**

the following chart outlines a two (2) week vacation as hours and shifts:

Employees working	2-week equivalent in hours	2-week equivalent in shifts
7 hours	70 hours	10 shifts
8 hours	80 hours	10 shifts
10 hours	80 hours	8 shifts
12 hours	84 hours	7 shifts
10 hours	70 hours	7 shifts

- (iv) if the Employer adds to or changes the operational requirements or limitations in a department or work area, employees who have approved vacation will not be impacted or have their approved vacation changed or rescinded unless there is an emergency that requires the attendance of the employee; and
 - (v) once the vacation period is approved, the employee will not change or rescind their approved vacation dates unless there is an emergency that prevents the employee from taking their scheduled vacation time, in which case the employee will discuss the situation with the Employer.
- (d) If an employee has not submitted a vacation request on or before August 31, 2024 the Employer will request the employee to schedule two (2) weeks vacation at any point between September 1, 2024 to April 30, 2025. If the employee has not submitted a vacation request on or before September 15, 2024, the Employer may schedule the employee to take two (2) weeks vacation at any point between October 1, 2024 to April 30, 2025, subject to the following conditions:
- (i) the vacation must be scheduled in a continuous block for all remaining hours to meet the 2 week annual requirement.
 - (ii) vacation leave cannot be substituted for any other leave under the Collective Agreement.
- (e) The provisions of Article 17 and Appendix E apply to the scheduling and use of any vacation entitlement in excess of two (2) weeks.

SIGNED, SEALED AND DELIVERED

in the presence of:

) **REGIONAL MUNICIPALITY OF WOOD**

) **BUFFALO**

)

) Per: *Sandy Barron*

Kelly Hansen
WITNESS

) MAYOR
)
) Per: Henry Hunter
) CHIEF ADMINISTRATIVE OFFICER
)
) **CANADIAN UNION OF PUBLIC**
) **EMPLOYEES, LOCAL 1505**

) Per: Craig Milley
) PRESIDENT

Kelly Hansen
WITNESS

) Per: James McIlveen
RMWB UNIT VICE PRESIDENT

SIGNED THIS 24 DAY OF January, 2024.

LETTER OF UNDERSTANDING #6

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

-and-

Canadian Union of Public Employees Local 1505 ("CUPE")

RE: Letter of Understanding on Job Evaluation Pilot

The Parties enter into this Job Evaluation Pilot for the following purposes:

- 1. to trial an alternate job evaluation process,**
- 2. to provide clarity around a dispute resolution process concerning pay levels, and**
- 3. to encourage timely dispute resolution for pay levels.**

In accordance with Article 27 and Article 11, the Employer and Union agree:

- (a) To use this Letter of Understanding in substitution for Articles 27.04 (c) to (e), 27.05 and 27.06 for the nominal term of this Collective Agreement.**
- (b) The Job Evaluation Pilot will apply from the Date of Ratification to all new classifications created and all classification re-evaluations conducted from the Date of Ratification.**
- (c) Where the Employer creates a new classification which is not included in this Agreement, the pay level will be subject to negotiations between the Employer and the Union.**
- (d) Where the duties of an existing classification are substantially altered so as to substantially change the nature of the work being performed affecting the pay level assigned to the classification, the Employer will reevaluate the classification and the pay level will be subject to negotiations between the Employer and the Union.**
- (e) In either case, if the Parties are unable to agree on the pay level within sixty (60) working days from the date of creation of the new classification or date of re-evaluation of the classification, the following dispute resolution process will apply.**
 - (i) The dispute may be submitted to mediation/arbitration within thirty (30) working days of the impasse.**
 - (ii) The Parties will jointly select a third party neutral to conduct the mediation/arbitration, which will commence within ninety (90) working days from the date of referral to mediation/arbitration, unless the Parties mutually agree to extend the time.**
 - (iii) The mediation/arbitration neutral is authorized to conduct both mediation and**

arbitration of the dispute and is authorized to determine the process used for the mediation/arbitration.

- (iv) The mediation/arbitration will take no longer than one (1) day and will normally occur virtually.**
 - (v) The initial focus of the mediation/arbitration will be to facilitate a settlement between the Parties, failing which the mediation/arbitration neutral will allow the Parties to present closing comments. The mediation/arbitration neutral is entitled to consider and rely on all information obtained during the mediation/arbitration. There will be no traditional or formal arbitration hearing and the normal procedures for grievance arbitration do not apply.**
 - (vi) If the Parties are unable to resolve the pay level dispute at mediation/arbitration, the mediation/arbitration neutral will, within 10 business days, issue a written decision setting the pay level with short reasons.**
 - (vii) The Parties will each pay one half (½) of the mediation/arbitration neutral's fees and expenses.**
- (f) The factors which impact the appropriate pay level for a classification, and which will guide all negotiations, the mediation/arbitration process and decision making are:**
- (i) Skill:**
 - (1) Knowledge (Education)**
 - (2) Experience**
 - (3) Responsibility for Decisions & Skill in Operation**
 - (4) Ingenuity and Creativity**
 - (ii) Effort:**
 - (1) Concentration (Mental Effort)**
 - (2) Physical Skill and Effort**
 - (iii) Responsibility:**
 - (1) Impact**
 - (2) Safety of Others**
 - (3) Leadership of Others**
 - (4) Contacts**
 - (5) Responsibility for Confidential Information**
 - (iv) Working Conditions:**

(1) Disagreeable Working Conditions

- (g) The pay level as agreed upon or as determined by mediation/arbitration will be retroactive to the date of:**
 - (i) appointment to the new classification, or**
 - (ii) the date of the most recent re-evaluation of the classification.**
- (h) If an employee's pay level is decreased, the employee will be red-circled at that rate and not receive further increases until such time as the employee's rate catches up with the pay level.**
- (i) A reduction in pay level will not constitute a layoff or displacement.**

This Letter of Understanding will expire on the date of ratification of the next Collective Agreement after December 30, 2024.

SIGNED, SEALED AND DELIVERED

in the presence of:

) **REGIONAL MUNICIPALITY OF WOOD**

) **BUFFALO**

)

) Per: *Sandy Bowman*

) **MAYOR**

)

) Per: *Henry Hunter*

) **CHIEF ADMINISTRATIVE OFFICER**

)

) **CANADIAN UNION OF PUBLIC**

) **EMPLOYEES, LOCAL 1505**

)

)

) Per: *Craig Milley*

) **PRESIDENT**

)

Kelly Hansen

WITNESS

Mikki Pedolle

WITNESS

) Per: James McIlveen

RMWB VICE PRESIDENT

SIGNED THIS 24 DAY OF January, 2024.

LETTER OF UNDERSTANDING # 7

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

-and-

Canadian Union of Public Employees Local 1505 ("CUPE")

PROCESS TO ADDRESS REMAING RED CIRCLED EMPLOYEES

The Employer commits to reviewing and re-evaluating the below 13 jobs for which there are employees with red circled wages. The purpose of the review will be to collect, analyze, validate, and document further job information and then re-evaluate the jobs. This review will include the following steps:

- i. The job incumbents and direct supervisor for each job will complete and submit a job information questionnaire (JIQ) to the Employer. Job incumbents can choose to submit their own JIQ or jointly submit the JIQ with the other incumbents. The employees will be provided with time during their work hours to complete their JIQ. While completing the JIQ, an employee may engage Union representation or Human Resource assistance (i.e. to transcribe their responses and provide guidance).
- ii. The Employer will review the JIQ and update the job description based on this information, subject to the information being validated by the direct supervisor and the final updated job description being approved by the job's Director and the HR Director.
- iii. Each job will be evaluated using the Employer's existing job evaluation tool and job evaluation process.
- iv. If an employee's pay level is increased as a result of the job re-evaluation, the employee will receive the pay of the new level as of the date of ratification of the Collective Agreement. Only employees who are incumbents at the time of ratification will be entitled to any applicable wage adjustment.

If an employee's pay level is decreased as a result of the re-evaluation, the employee will be red circled at that rate and not receive further increases until such time as the employee's rate catches up with the wage for their level. The job evaluation result will be considered final and resolved following this process.

Job	Job Description #
Meter Planner	51001058
Video Specialist	51001069
Advisor, Social Media	51001070
Facility Planner	51001155
Landscape Development Technician	51001171
Recreation Coordinator Fort Chipewyan	51001143
Utility Operations Technician	51001017
Environmental Technician	51001036
Graphic Design Specialist	51001067
Financial Analyst	51001024
Engineering Technician	51001093
Finance Officer	51001025
Service Writer	51001090

SIGNED, SEALED AND DELIVERED

in the presence of:

Kelly Hansen

WITNESS

) **REGIONAL MUNICIPALITY OF WOOD**

) **BUFFALO**

)

) Per: Sandy Barron

) MAYOR

)

) Per: Henry Hunter

) CHIEF ADMINISTRATIVE OFFICER

)

) **CANADIAN UNION OF PUBLIC**

) **EMPLOYEES, LOCAL 1505**

)

)

) Per: Craig Milley

) PRESIDENT

)

Mikki Pedolle

WITNESS

) Per: James McIlveen

RMWB VICE PRESIDENT

SIGNED THIS 24 DAY OF January, 2024.