

# **TRANSIT COLLECTIVE AGREEMENT**

**- between -**

**Regional Municipality of Wood Buffalo**

**- and -**

**The Canadian Union of Public  
Employees Local 1505**



**CUPE LOCAL 1505**



**REGIONAL MUNICIPALITY  
OF WOOD BUFFALO**

**January 1, 2024 – December 31, 2026**

**Ratified May 20, 2025**

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## **ARTICLE 1 – PURPOSE**

- 1.01 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 Metis.**
- 1.02 The Parties acknowledge that primary goals of the Employer and employees are:**
- a) To promote and maintain a positive working relationship between the Employer, it's employees and the Union;
  - b) To recognize the mutual value of joint discussions and negotiations;
  - c) To encourage efficiency in operations; and
  - d) To enhance the quality of service provided to the people of Regional Municipality of Wood Buffalo.

AND WHEREAS it is now desirable that matters pertaining to the working conditions of employees are described in a **Collective Agreement**;

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

## **ARTICLE 2 – UNION**

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

## **ARTICLE 3 – MEMBERSHIP**

- 3.01 All employees will, as a condition of employment, be required to pay to the Union the regular Union dues, whether or not they are members of the Union.**
- 3.02 The Employer is hereby authorized to deduct from the wages of employees, bi-weekly, the amount of such regular Union dues as may be specified, from time to time by the Union and pay such deductions to the Union on or before the **fifteenth** (15<sup>th</sup>) day of the month following. This payment will be accompanied by a list of names of the employees from whom the deductions were made and of the amount of the deductions. The Employer will also provide the Union with a list of newly hired employees once a month, when necessary.**

3.03 The Employer will provide the Union annually with the names, addresses and phone numbers of all employees, **within the scope of the Union's Bargaining Unit.**

#### **ARTICLE 4 – LABOUR/MANAGEMENT COMMITTEE**

4.01 In order to promote harmony and efficiency within Employer's operations, the Employer will recognize a Labour/Management Committee.

4.02 The composition of the committee will normally be two (2) employees and two (2) management members.

4.03 The purpose of this committee is to exchange ideas that:

- a) may lead to greater efficiency;
- b) assist in resolving problems;
- c) provide a framework for harmonious relations;
- d) assist in the resolution of complaints, except for grievances where the grievance and arbitration procedures **apply**;
- e) promote and make recommendations in regards to **health and safety matters; and**
- f) deal with other matters which may be within **its** purview.

4.04 The Labour/Management Committee **will** be established within one (1) month of the signing of the Collective Agreement. **Thereafter**, meetings will take place on **at least** a quarterly basis during each year.

4.05 Deliberations and any recommendations of the Labour/Management Committee **will** be of a nature that is not grievable under the terms and conditions of the Collective Agreement.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

5.01 The Employer reserves all rights not specifically restricted by provisions of this **Collective** Agreement.

5.02 The Union recognizes the right of the Employer, to hire, promote and demote, transfer, classify, suspend or otherwise discipline and dismiss any employees, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent provided in this **Collective** Agreement.

5.03 The Union further recognizes the right of the Employer, to operate and manage its business, assign work, extra work, **overtime** and to establish and alter from time to time rules, regulations and practices to be observed by the employees, which rules and regulations **will** not be inconsistent with the provisions of this **Collective** Agreement.

## **ARTICLE 6 - DEFINITIONS**

- 6.01 "Basic Rate of Pay" **will** mean the Wages as set out in **Schedule "A"** applicable to employees in accordance with the terms of this Collective Agreement, exclusive of all **Premium Payments**.
- 6.02 "Continuous Service" **will** mean the period of employment commencing on the latest date of employment that is not interrupted by termination, dismissal or change in status.
- 6.03 "Operator" **will** mean a person covered by this Collective Agreement and employed by Regional Municipality of Wood Buffalo and engaged in operating transit buses.
- 6.04 "Employer" **will** mean and include Regional Municipality of Wood Buffalo.
- 6.05 "Permanent Full-time Employee" **will** mean an employee who has successfully completed the probationary period and is working forty (40) or more hours per week.
- 6.06 "Permanent Part-time Employee" **will** mean an employee who has successfully completed the probationary period and is working less than **full-time** hours per week.
- 6.07 "Union" **will** mean The Canadian Union of Public Employees, Local 1505.
- 6.08 "Premium Payments" is defined as the payments paid to employees under Article 20, Remuneration, Overtime, Standby and Call-out pay.
- 6.09 "Spare Board Operator" terms and conditions are defined in APPENDIX "A".
- 6.10 "Temporary Employee" **will** mean any employee hired on an interim basis as a Temporary Full-time or Temporary Part-time Employee for a position temporarily vacant (replacing an employee on leave) or temporarily existing (special projects). If the Temporary Employee completes sixty (60) working months in a seven (7) year period they will automatically become a Permanent Full-time Employee.
- 6.11 "**Spouse**" **will mean 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 7 - PROBATIONARY PERIOD**

- 7.01 All newly hired employees selected for a permanent position within the scope of this **Collective Agreement will** be required to serve a four (4) month probationary period, **and** may be terminated **without just cause** at any time during the probationary period provided the **minimum statutory requirements** of the *Alberta Employment Standards Code* are followed. The employee will have access to the grievance procedure as outlined in Article 22, **except for termination which would be limited to claims of discrimination.**

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

- 7.02 An **employee will** be advised in writing of satisfactory completion of the probationary period.
- 7.03 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 (1) of those classifications becomes permanent, the employee will advance to the permanent rate after completing probation. The change in pay rate will be effective at the start of the following pay period.**

## **ARTICLE 8 – TRANSFERS, PROMOTIONS & APPOINTMENTS**

- 8.01 A transfer means a lateral move to a different position/classification at the same rate of pay.
- 8.02 A promotion means a permanent vertical move to a higher paid classification and, similarly, a demotion means a permanent vertical move to a lower paid classification (see 8.07).
- 8.03 An appointment means a move to a position out of the scope of this **Collective Agreement**. Such appointees are subject to the policy of the **Employer** relating to the position and are not subject to the provisions of this **Collective Agreement**.
- 8.04 All written applications for employment, transfers, or promotion **will** be made to such **representative** as the **Employer** may designate.
- 8.05 When a vacancy is to be filled within the **Bargaining Unit**, such vacancy **will** be posted on the **Employer's** intranet for a period of nine (9) days, and the Union **will** be notified in writing. Such postings **will** indicate the nature of the position, qualifications (consistent with the position classification), shift (excluding Operators), wage and salary rate.
- 8.06 In making promotions, permanent transfers and demotions, the determining factors **will** be knowledge, education, ability, performance and skills, and where these factors are deemed by the Employer to be relatively equal, seniority **will** be the deciding factor. The Employer **will** not establish qualifications in an unfair manner.
- 8.07 All permanent transfers and promotions **will** be subject to a trial period. The transferred or promoted **employee will** be given a trial period of three (3) months or such shorter time as the **Employer** considers suitable in the circumstances in which to demonstrate the employee's ability to perform the new task satisfactorily. Should such **employee** fail to succeed during the above-mentioned trial period, the Employer **may, at its discretion**, direct the **employee** to return to the **employee's** former position and rate of pay without loss of seniority. Should an **employee** desire to transfer back to **their** current position, **they** may do so within the trial period.
- 8.08 The Union will be advised in writing of all **Permanent Full-time Bargaining Unit employee** changes, i.e. transfers, promotions, terminations and **layoffs**.
- 8.09 New Operators will, at their own expense, provide the Employer with a Driver's Abstract. The Employer will pay for a Driver's Abstract if a current **employee(s)** are required to produce a Driver's Abstract.

- 8.10 When an employee is temporarily assigned to a work classification either higher or lower than **their** current classification, **they will** continue to retain the basic rate of pay for **their** current classification or the basic rate of pay of the job to which **they are** temporarily assigned, whichever is higher.
- 8.11 At the request of the Employer, all employees who are required to attend required course(s), it is understood that the Employer agrees to pay the required fees and to pay for the time spent in attendance at these course(s) at the regular hourly rate.
- 8.12 Employees having to attend mandatory Employer meetings will be paid at the normal hourly rate of pay for all hours in attendance.

**ARTICLE 9 – SENIORITY**

- 9.01 Seniority is defined as the length of **Continuous Service** 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.
- 9.02 Seniority/Service **will** be lost for any of the following reasons:
  - a) Resignation of the employee in writing;
  - b) Discharge for just cause;
  - c) If the employee fails to report for work after **layoff** within seven (7) working days of recall after being notified by registered mail. It **will** be the duty of the employee to keep the Employer informed of their current address;
  - d) If the employee fails to report for work without permission for a period exceeding three (3) working days; or
  - e) On the expiration of **eighteen (18)** months following a **layoff** during which time the employee has not been recalled.

9.03 **Seniority List**

- a) The seniority list dated the date of ratification of this **Collective Agreement** and signed by the Employer and the Union is the master seniority list and will only be edited:
  - i. when a new employee acquires seniority; or
  - ii. when an employee leaves the Bargaining Unit.
- b) When two (2) or more employees have the same seniority date, the order of seniority will be by last name alphabetically.
- c) The seniority list will be forwarded to the Union and posted on bulletin boards 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.

- d) An updated seniority list **will** be supplied to the Union by the Employer on or before a notice of **layoff** under Article 10.

9.04 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. have their rights under the **Collective** Agreement suspended, except for seniority;
- ii. retain seniority and continue accruing seniority during the period of the temporary transfer;
- iii. continue to pay Union dues; and
- iv. 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. have their rights under the **Collective** Agreement suspended, except for seniority;
- ii. retain the seniority acquired to the date of leaving for **ninety (90)** days;
- iii. **for the above specified ninety (90)** days continue to pay Union dues at the rate for the position previously held; and
- iv. if the employee returns to the **Bargaining Unit** during or at the end of the **ninety (90)** day period, the employee **will** be placed in the position previously held by the employee.

9.05 Temporary Employees **will** not accrue seniority.

## **ARTICLE 10 - LAYOFF**

### **10.01 Definition of Layoff**

A **layoff will** be defined as a temporary or permanent reduction in the work force.

### **10.02 Notice of Layoff**

- a) The Union **will** be consulted three (3) days prior to a notice of **layoff** being issued to employees.
- b) Employees **will** receive twenty (20) working days' notice, or pay in lieu thereof, of the Employer's intention to **layoff**. A copy of such notice **will** be provided to the Union.

- 10.03 Both Parties agree that job security **will** increase in proportion to the length of service. Therefore, in the event of **layoff**, employees **will** be laid off in reverse order of their seniority provided that those remaining have the required qualifications to fill the positions available.
- 10.04 Where an employee does not return to work as required within seven (7) days of being recalled in accordance with **Clause 9.02(c)**, the employment relationship **will** be terminated.
- 10.05 Employees who have been laid off **will** be recalled in order of their seniority and no new employees **will** be hired until those employees, with the required qualifications, who have been laid off, have been given the opportunity of recall.
- 10.06 a) The right to recall in accordance with **Clause 10.05 will** continue for a period of **eighteen (18)** months after which time the employment relationship **will** be terminated.
- b) A Permanent Full-time or Part-time Employee who is going to be laid off may accept severance pay in lieu of being placed on the recall list. If the employee wishes to accept severance pay:
- i. the employee **will** notify the Employer prior to the date their **layoff** is effective;
  - ii. the Employer **will** notify the Union of the employee's request for severance pay;
  - iii. the Employer, Union and employee **will** meet to confirm in writing that the employee is forfeiting their right to recall in exchange for severance pay;
  - iv. the Employer **will** pay the Permanent Full-time Employee two (2) weeks pay at the employee's regular rate of pay prior to **layoff** for each complete year of service since May 22, 2015 (the date the RMWB become the Employer) and a prorated amount for any partial year; **and**
  - v. the Employer **will** pay the Permanent Part-time Employee two (2) weeks pay at the employee's regular rate of pay (using their average weekly hours for the twelve (12) months prior to **layoff**) for each complete year of service since May 22, 2015 (the date the RMWB become the Employer) and a prorated amount for any partial year.
- c) If an employee is not recalled within **eighteen (18)** months as per **Clause 10.06 a)**, the employee will be paid termination pay in accordance with the *Alberta Employment Standards Code*.
- 10.07 The employee will provide the Employer with two (2) weeks written notice when resigning from their position with the Employer.
- 10.08 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) There **will** be no adjustment to the **eighteen (18)** month recall period due to any non-permanent employment.
- c) 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 – HOURS OF WORK**

- 11.01 a) Employees **will** have a minimum of **ten (10)** hours of rest between shifts **except in the event an accident occurs, urgent work is necessary, or other unforeseeable or unpreventable circumstances occur. In the transition from Pick to Pick the minimum hours of rest will be eight (8) hours between the last shift of the prior Pick and the first shift of the new Pick.**
  - b) Each employee **will** be assigned two (2) consecutive rest days per week where possible.
  - c) When required, the Employer will utilize Appendix “B” [formerly Memorandum of Agreement Re. Ten (10) and Twelve (12) Hour Shifts] to implement ten (10) and twelve (12) hour shift schedules.
  - d) Split shifts **will** only be utilized for Operators as set out in Appendix “A”.
  - e) Employees not covered by Appendices “A” or “B” **will** work eight (8) hours per day with a thirty (30) or sixty (60) minute unpaid meal break.
- 11.02 Any employee who is absent from scheduled duties for three (3) consecutive days, without prior approval, will be deemed to have resigned, unless it can be later shown to the Employer that emergency or special circumstances prevented adequate or timely notification.

## **ARTICLE 12 - ANNUAL VACATION**

- 12.01 a) Permanent Full-time 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 (4<sup>th</sup>), ninth (9<sup>th</sup>) and fourteenth (14<sup>th</sup>) anniversary, they will begin to accrue the next level of vacation entitlement.

Number of Anniversaries of Employment	Employees working 40 hours per week		Employees working 42 hours per week
	8-hour shifts	10-hour shifts	12-hour shifts
Up to 4	120 / 3 weeks	120 / 3 weeks	126 / 10.5 shifts
5, 6, 7, 8 and 9	160 / 4 weeks	160 / 4 weeks	168 / 14 shifts
10, 11, 12, 13 and 14	200 / 5 weeks	200 / 5 weeks	210 / 17.5 shifts
15 and over	240 / 6 weeks	240 / 6 weeks	252 / 21 shifts

- c) The vacation year **will** be from January 1<sup>st</sup> to December 31<sup>st</sup> of each year.
- d) Notwithstanding that an employee is accruing vacation during the vacation year:
- i. on January 1<sup>st</sup> of each vacation year, the Employer will credit each Permanent Full-time Employee with the vacation that will be accrued by December 31<sup>st</sup> of the vacation year;
  - ii. the vacation pay accrual will be adjusted for periods during the vacation year that the employee is not earning wages from the Employer or where their wages are being paid directly from the insurance company or the *Alberta Workers' Compensation Act (WCB)*; and
  - iii. Permanent Full-time Employees leaving the service of the Employer **will** be paid the balance of their accrued annual vacation pay.
- e) If a Permanent Full-time Employee leaves the service during the vacation year, and the employee has taken more vacation pay than the employee has accrued, the amount owing to the Employer will be deducted from the employee's final pay entitlements. If the employee's final pay is insufficient to repay the Employer, the amount outstanding will be a debt owing to the Employer to be paid by the employee.
- f) Non-Permanent Employees **will** be paid vacation pay bi-weekly in accordance with the *Alberta Employment Standards Code*.
- g) Permanent Part-time Employees **will** be paid vacation pay bi-weekly in accordance with the entitlement in Clause 12.01 b).
- 12.02 Vacation pay for each week of vacation **will** be at the employee's regular rate of pay prior to the vacation period.
- 12.03 If a General Holiday falls during an employee's vacation, the employee **will** be paid the General Holiday pay for the day. No deduction from the employee's vacation accrual will be made for a General Holiday.
- 12.04 **Vacation Scheduling**
- a) Each employee **will** submit a form provided by the Employer by November 1<sup>st</sup> of each year with their vacation preference for the next vacation year.
  - b) The vacation requested **will** not exceed **six (6)** weeks in an unbroken period.

- c) The Employer will arrange a **Pick** for employees to finalize their vacation schedule.
- d) Conflicts in vacation scheduling **will** be settled on the basis of seniority.
- e) Subject to **Clauses 12.05 and 12.06**, if an employee does not submit a vacation preference, the Employer will schedule the employee's vacation.
- f) The Employer will post a vacation schedule for the next vacation year by December 15<sup>th</sup>.
- g) Requests to change vacation after the vacation schedule has been posted will be considered on a first come basis and subject to approval by the Employer. **An Operator's work that has been selected as Vacation Board Roster work will not be reassigned to the original Operator in the case of an approved vacation cancellation. The Operator cancelling the vacation will assume the last assignment sequence number on the spare board for the week(s) that their vacation has been cancelled.**

12.05 An employee **will** be entitled to take one (1) week of vacation during the vacation year in single day increments at times requested by the employee and agreed to by the Employer.

12.06 An employee **will** be permitted to carry one (1) week vacation into the following the vacation year.

**ARTICLE 13 – GENERAL HOLIDAYS**

13.01 The Employer recognizes the following holidays as General Holidays:

- |                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Family Day     | Thanksgiving Day |
| Good Friday    | Remembrance Day  |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |
| Heritage Day   |                  |

And any other day proclaimed a **General Holiday** by the Federal (**including the National Day for Truth and Reconciliation**), Provincial or Municipal Government.

13.02 **General Holiday Pay**

General Holiday pay will be the employee's average daily wage calculated as five percent (5%) of the employee's wages, General Holiday pay and vacation pay earned in the four (4) weeks immediately preceding the General Holiday.

13.03 Employees are entitled to receive General Holiday Pay unless:

- a) the employee is absent from employment without the consent of the Employer on a General Holiday,
- b) the employee is absent from employment without the consent of the Employer on the employee's last regular working day preceding, or the first (1<sup>st</sup>) regular working day after, the General Holiday, or
- c) the employee is not entitled to any General Holiday pay when the average daily wage is calculated in **Clause 13.02**.

13.04 When a General Holiday falls on an employee's day off, the employee **will be paid General Holiday Pay**.

13.05 When an employee works on a General Holiday, that employee **will** be paid one and one-half (1-½) times the **employee's regular** hourly rate for all hours worked in addition to General Holiday pay.

13.06 The Employer may designate a day of general observance of the General Holiday other than the actual day of the **General Holiday** so that the observance will be consecutive with a weekend.

13.07 **Personal Floater Day**

- a) **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.
- b) Personal floater days must be taken by the end of the last pay period of the year (pay period #26) and cannot be carried over.

**ARTICLE 14 – HEALTH RECOVERY LEAVE, SHORT-TERM DISABILITY, AND LONG-TERM DISABILITY**

14.01 Health Recovery Leave means the period of time an employee is absent from work due to bona fide illness and/or injury that does not come under the provision of the *Alberta Workers' Compensation Act*.

14.02 An employee hired into a Permanent Full-time Employee position, having successfully completed their probationary period **will** accrue **0.833** day of **Health Recovery Leave** per month to a maximum of fifty-five (55) days total accrual.

A Permanent Part-time Employee **will** accrue health recovery benefits at 0.07 hours for every hour worked to a maximum of fifty-five (55) days total accrual.

14.03 **Proof of Illness**

An employee will be required to produce a certificate from a medical practitioner, on a form provided by the Employer, for any illness or injury, certifying that the employee was unable to carry out their duties due to such illness or injury for any extended period of illness. **In**

**addition, the Employer may require an employee returning from an extended period of illness to produce a certificate from medical practitioner or form provided by the Employer substantiating the employee's fitness to return to the workplace.**

- 14.04 **An employee will** apply for Short-term Disability **in accordance with the requirements of the benefits provider.** Forms are available on the intranet, through Health Services or through the CUPE Local Office. 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. **An employee who fails to apply for Short-term Disability as required by this Article will not be entitled to use accrued health recovery benefits pursuant to Clause 14.02.**
- 14.05 While on Long-term Disability, the employee **will** have the option of continuing their Health Benefit coverage provided the employee pays the Employer and employee share of the benefit premiums and these payments must be made in advance for each thirty (30) day (or portion thereof) period off work.
- 14.06 When employees are aware that they will be absent from work for more than one (1) day, they **will** advise the Employer.
- 14.07 Employees, when requested, will submit medical proof of illness for any claim for sick leave in excess of three (3) days.
- 14.08 An employee who is on sick leave is not permitted to be gainfully employed during the period, or to use the approved time off for personal financial gain of any sort.
- 14.09 Employees must report their inability to work due to illness to their supervisor or the person designated to receive such reports before the start of their **shift.**
- 14.10 Failure to report or late reporting may result in an employee being considered **absent without leave** ("AWOL") even if a medical practitioner's certificate is produced later. In considering an employee being AWOL, 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 **them** from reporting on time.
- 14.11 Failure to comply with any of **the requisites of this Article will** result in loss of pay for the absence and progressive discipline up to and including termination.
- 14.12 If an employee is **on valid Health Recovery Leave** but not eligible to receive Workers' Compensation, the employee **will** receive full pay from their health recovery accrual and will have one (1) full day deducted from their health recovery bank **for each regularly scheduled shift they are unable to work or until their health recovery accrual is depleted.**
- 14.13 While the employee is on full net pay from health recovery accrual, they **will** be considered on **sick** leave with pay and **will** be entitled to all rights, benefits and accruals under this Collective Agreement.

14.14 **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 use one (1) day of **Health Recovery Leave** for travel and attending the appointment or service per occurrence to a maximum of two (2) days each calendar year. **The employee must give the Employer reasonable notice and provide proof of attendance.**

14.15 **Medical Documentation and Proof of Appointment**

**All medical documentation including proof of medical appointments required by the Employer will be provided to Health Services upon request.**

**ARTICLE 15 – WORKERS’ COMPENSATION BENEFITS**

- 15.01 When an employee is unable to work as a result of a compensable illness or accident that occurs in the course of **their work, they will** be covered under the *Alberta Workers’ Compensation Act*.
- 15.02 The Employer will continue to pay the Employer’s share of all applicable benefits (Group Life Insurance and Medical and Dental). **While an employee is** on Workers’ Compensation **and during this time** the employee must make arrangements to pay their share of all benefits, **and these payments must be made in advance for each thirty (30) day (or portion thereof) period of work.**
- 15.03 At the expiration of twenty-four (24) continuous months from the first (**1<sup>st</sup>**) day of absence as a result of a disability, where an employee is not capable of resuming work, the employment relationship **will** be terminated.

**ARTICLE 16 – MATERNITY AND PARENTAL LEAVE**

- 16.01 Maternity and **Parental Leave** benefits are governed by Division 7 of the *Alberta Employment Standards Code* as amended from time to time. For reference purposes, Division 7 is reproduced in Appendix “C”.
- 16.02 While an employee is on maternity/**parental** leave, no vacation time will accrue, nor will the employee be eligible for **General Holiday** pay or credit.
- 16.03 An employee **on maternity/parental leave** must give the Employer at least four (4) weeks written notice of the date on which they wish to resume employment.
- 16.04 The employee will be responsible for all benefits including the Employer’s share while on **maternity/parental** leave. **These payments must be made in advance for each thirty (30) day (or portion thereof) period of work.**
- 16.05 An employee on **maternity leave** who wishes to return to work sooner than six (6) weeks following the actual delivery or pregnancy termination date may be permitted to do so by the Employer after providing a written signed medical certificate from **their** physician, indicating

that **they are** capable of performing the work and that resumption of work will not jeopardize **their health or pose a risk to public safety.**

16.06 An **employee on maternity/parental leave** may be granted additional unpaid leave to be taken upon the expiry of maternity/parental leave of up to six (6) months. The **employee must request this additional leave in writing not less than four (4) weeks before the employee's initial leave is scheduled to end.**

16.07 If an **employee resumes employment following maternity and/or parental leave including leave under Clause 16.06,** their employment anniversary and seniority date remains unchanged.

16.08 Upon the **employee's resumption of employment,** the Employer will reinstate the **employee in the position occupied at the maternity/parental leave commencement or engage the employee in alternate work of a comparable nature, with no less than the same salary, entitlements and other benefits as were accrued to the employee when maternity/parental leave commenced.**

16.09 **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 (12) week period, the **employee is eligible for a SUB top-up to Employment Insurance (EI) benefits so that total income from both sources combined is eighty-five percent (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 17 – LEAVE OF ABSENCE**

17.01 **Bereavement Leave**

A Permanent or Probationary 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 **will** 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 at a later date.

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

**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.**

17.02 **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.

17.03 **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 under b) is for:

- i. a spouse or common-law partner of the employee;
- ii. a child of the employee or the employee's spouse or common-law partner; or
- iii. 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. The Employer and employee may agree that the employee may take the leave in **one-half (1/2)** day increments if required. The days of leave cannot be carried over into a new calendar year.

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

17.05 All requests for a general leave of absence without pay **will** be made in writing to the Employer at least thirty (30) working days in advance of the leave commencing, except in situations of an unforeseen or emergency nature, in which case the employee's request

**will** be made as soon as they become aware of the situation which prompted the request for the leave.

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

## **ARTICLE 18 – EMPLOYEE BENEFITS**

18.01 Permanent Employees **will** be eligible to participate in the Benefits Program.

18.02 Group Life Insurance, Short-term Disability and Long-term Disability **benefit enrollment** is mandatory.

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

- i. Employee Family Assistance Program (EFAP)
- ii. Dependent Life
- iii. Dental
- iv. Alberta Health Care
- v. Extended Health Care

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

- i. Long-term Disability
- ii. Short-term Disability
- iii. Life Insurance
- iv. Accidental Death and Dismemberment
- v. Critical Illness

18.04 The Employer reserves the right to change plans and insurers provided the level of coverage does not fall below current levels.

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

18.06 Eligible employees will be enrolled in the Local Authorities Pension Plan (**LAPP**) following the completion of their probationary period.

**18.07 The Union will have a seat for the Transit Unit on the Joint Benefits Committee.**

## **ARTICLE 19 – HEALTH & SAFETY AND UNIFORMS**

19.01 **Cooperation on Health and Safety**

- a) The Employer and the Union agree to cooperate in conducting **the Employer's** operations in a manner which will provide adequate protection of the health and safety of **employees and the public**.
- 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 Joint Worksite Health and Safety Committee in compliance with Part 3 the Occupational Health & Safety Act.
- c) The Joint Worksite Health and Safety Committee **will** hold **quarterly** meetings to deal with all unresolved, unsafe, hazardous and dangerous conditions.

**19.02 Joint Worksite 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 shared with employees, the Employer and the Union.

**19.03 No Disciplinary Action**

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

**19.04 Uniforms**

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

a) Permanent regular Full-time Operators:

- i. 2 pairs of Trousers
- ii. 5 shirts – (short or long sleeves)
- iii. 2 ties
- iv. 1 sweater
- v. 1 three-in-one jacket
- vi. 1 wind pants
- vii. 1 toque (winter hat)

b) Permanent regular Part-time Operators:

- i. 1 pairs of Trousers
- ii. 2 shirts – (short or long sleeves)
- iii. 1 tie
- iv. 1 sweater
- v. 1 three-in-one jacket
- vi. 1 wind pants
- vii. 1 toque (winter hat)

The following will apply:

The Employer **will** issue and require Transit Operators to wear uniform clothing for the purpose of identification and to maintain a consistent, business-like appearance in the performance of their duties. The use of non-issue clothing as a substitute for uniform clothing will not be permitted. Uniform clothing items are to be used solely in the performance of the employee's duties with the Employer.

A point system is used to allow employees flexibility in replacing uniform clothing items according to individual needs. The initial complete uniform issue **will** be made upon successful completion of training. Thereafter, the Employer will credit each Full-time Transit Operator employee 150 points (100 points for Permanent Part-time Operators) on **the first (1<sup>st</sup>) day of each subsequent calendar year** to be used, at their discretion, to obtain uniform clothing per the following table of point values:

Initial Issue #	Item	Points
4	Pants or Shorts	25 each
5	Shirt or Blouse (SS or LS)	10 each
1	Tie	5
2	Sweater	25
1	Three-in-one jacket	50
1	Wind pants	30
1	Toque (Winter hat)	5

All uniform clothing items issued are the property of the Employer. Uniform clothing items to be discarded will be returned to the Employer. Upon termination, all issued uniform clothing items will be returned.

**Unused points in any calendar year may be carried forward to the following year, so long as the resulting total available points in the following year is a maximum of two (2) times the annual credit. Any unused amounts exceeding this carry forward limitation will expire.**

- 19.05 The Employer will make contribution toward the purchase of footwear required as part of the Operator's uniform to a maximum of seventy-five dollars (\$75.00) per calendar year upon submission of proof of purchase. **Footwear must be shoes/boots that are black, closed-toe, closed-heel, not higher than one (1) inch and non-slip.**
- 19.06 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.

## **ARTICLE 20 – PAY AND WORK CONDITIONS**

### 20.01 Classification of Wages – Schedule “A”

As set out in Schedule “A”

NOTE: the wage cut-off will be the second (2<sup>nd</sup>) Thursday and there will be a one (1) week waiting period. Employees **will** be paid on every second (2<sup>nd</sup>) Thursday.

#### 20.02 **Overtime**

- a) When an employee works more than eight (8) hours per day or forty (40) hours per week - all time worked over this period **will** be considered overtime.
- b) All overtime **will** be paid at the rate of one and one half (1 ½ x) times for all hours worked.
- c) Any overtime worked on a General Holiday **will** be paid at the rate of one and one half (1 ½ x) times for all hours worked.
- d) In the event of an employee being called upon to work on **their** days off, **they will** be paid one and one half (1 ½ x) times for hours so worked in excess of the weekly maximum of forty (40) hours per week.
- e) No employee **will** be required to take time off in lieu of overtime except where the Employer and the employee have reached mutual agreement on the taking of lieu time off. Time off in lieu **will** be at the appropriate overtime rate. A leave request form **will** be submitted to the Employer for approval.
- f) Overtime opportunities, other than those allocated to Operators through Appendix "A", will be offered to able and qualified employees who normally perform the work according to a rotating list in order of seniority, subject to the following:
  - i. Employees who are on leave for any reason at the time of the overtime opportunity will not be offered overtime until the next time they are at the top of the rotating list following their return to work;
  - ii. Employees who refuse offered overtime or who do not respond to an overtime offer within ten (10) minutes are deemed to have had their opportunity and offers will continue down the rotating list; and
  - iii. Extension of shift overtime will be offered to employees who normally perform the work who are working that day before being offered using the rotating list.

#### 20.03 **Call-out**

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

20.04 There **will** be no pyramiding of premiums as defined in Article 20.

#### 20.05 **Temporary Assignment**

Initial Training and additional/ongoing training

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

20.06 **As set out in Schedule "A"**

All employees **will** have their pay directly deposited to an account of the employees choice in a bank or other financial institution every second (2<sup>nd</sup>) Thursday.

**ARTICLE 21 – DISCHARGE, SUSPENSION AND DISCIPLINE**

21.01 All discipline **will** be issued in a timely manner. Depending on the nature and circumstances of an incident, discipline will normally be progressive and bear a reasonable relationship to the violation.

21.02 a) 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 within **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 (1<sup>st</sup>) day of this time period.**

b) Where **the Employer determines** disciplinary action cannot be **addressed** within the time period, the Employer **will** inform the employee and Union in writing within **ten (10) calendar** days of the alleged disciplinary matter or of the alleged disciplinary matter coming to the attention of the Employer, of the intent to investigate the matter and that further action may be taken.

- i. Such further action must 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.** If an employee, or **material witness required as part of the 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.** **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 this section.**

- ii. If due to the severity of the matter, or difficulties encountered in completing the investigation of the matter, the investigation cannot be completed in sixty (60) calendar days, the Employer will consult with the Union and the employee.

- iii. If no discipline is applied within this time, or there is no consultation under **Sub-clause ii** above, the notice of investigation is deemed withdrawn.

- c) Certain infractions and serious incidents may warrant foregoing progressive discipline. In such cases, the employee could face immediate suspension or termination with no preliminary warning being issued.

**21.03 Right to Have Steward Present**

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

21.04 An employee **will** be given written particulars of a written warning, suspension or discharge. No letter of discipline may be placed on an employee's personnel file without the employee's knowledge. Copies of all warning notices or notices of discharge, suspension or other discipline **will** be provided to the Union within five (5) working days of the notice, indicating the nature of the cause for the disciplinary action.

21.05 Upon expiration of twenty-four (24) months from the date of a letter of discipline, the letter **will** be removed from the employee's personnel file.

21.06 No employee **will** be disciplined or dismissed without just cause. Certain infractions and serious incidents may warrant foregoing progressive discipline. In such cases, the employee could face immediate suspension or termination with no preliminary warnings being issued. Where an employee has been dismissed, the first step of the grievance procedure **will** be omitted and the grievance **will** commence at Step 2.

21.07 With forty-eight (48) hours' notice, an employee has the right to view and receive at their request a copy of **their** personnel file in the presence of the Employer.

**ARTICLE 22 – GRIEVANCE PROCEDURE**

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

**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 Collective Agreement.**

## 22.02 **Authorized Representatives**

The **Grievor** will be present at each step of the grievance procedure and **will** have the assistance of a Union **Representative** at any time during the grievance and arbitration procedure.

## 22.03 **Proper Procedure**

The timing for submission of grievances by the employee(s) **will** be within fourteen (14) **calendar** days of the time the employee(s) became aware of the event giving rise to the grievance. **Time is of the essence, although the time limits may be extended by the consent of both Parties in writing.**

## 22.04 **Settling of Grievances**

In an effort to ensure that grievances are dealt with fairly and promptly, the following steps **will** outline proper grievance procedure:

### 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:**

#### Step I

If a Union Representative considers the grievance to be justified, they will first seek to settle the dispute 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 Business Unit 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 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) **calendar** days **of the Step III decision being rendered.**

## 22.05 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.

## 22.06 Time Limits

It is agreed that the presentation and processing of any grievance herein must be followed strictly according to the grievance procedure **at** 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.

## 22.07 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 22.04 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 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 (1) 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 (½) of the fees and expenses of the Mediator.

#### **22.08 Grievance on Layoffs, Recalls & Terminations**

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

22.09 The time limits fixed in both the grievance and arbitration procedure may be extended in writing by consent of the **Parties**.

### **ARTICLE 23 – ARBITRATION**

23.01 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.**

23.02 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**.

23.03 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 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.

23.04 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.

23.05 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.

23.06 Each **Party will** pay one-half (½) of the fees and expenses of the arbitrator.

23.07 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 24 – CLASSIFICATION**

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

#### **ARTICLE 25 - TERM OF COLLECTIVE AGREEMENT**

- 25.01 Except where otherwise stated in this Collective Agreement, all Articles of this Collective Agreement are retroactive to the date of ratification. This Collective Agreement **will** be in full force and effect from and after the date upon which the Employer and the Union exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including December 31, **2026** and from year to year thereafter unless notice of the desire to amend the Collective Agreement is given in writing by either Party to the other Party not less than sixty (60) days, nor more than one hundred twenty (120) days prior to December 31, **2026**.
- 25.02 Where notice to amend this Collective Agreement is given, this Collective Agreement **will** remain in full force and effect until a new Collective Agreement has been executed, the right of the bargaining agent to represent the employees is terminated, or a strike or lockout commences under the provisions of the Alberta Labour Relations Code.
- 25.03 There **will** be no strike or lockout during the term of this Collective Agreement.
- 25.04 If neither Party submits notice as per Clause 25.02, this Collective Agreement **will** continue from year to year thereafter until notification of desire to amend or terminate is given within the aforementioned **sixty (60)** to one hundred and twenty (120) days in a subsequent year.

#### **ARTICLE 26 – NOTICE TO UNION**

- 26.01 The Union **will** be notified of all hiring, **layoffs**, transfers, recalls and terminations of employment of employees monthly.

## **ARTICLE 27 – NO DISCRIMINATION OR HARASSMENT**

- 27.01 The Employer and the Union **will** not discriminate against any employee on the basis of race, religious beliefs, gender, **gender identity, gender expression**, sexual orientation, colour, mental disability, physical disability, marital **or family** status, age, **source of income**, ancestry or place of origin of that person. The Employer **will** not discriminate against any of its employees on account of political beliefs nor by reason of their membership or activity in the Union.
- 27.02 The Employer **will** provide a workplace free of harassment, including personal, sexual or workplace, coming from unwelcome physical, verbal or non-verbal conduct that demeans, belittles or causes personal humiliation or embarrassment.

## **ARTICLE 28 - UNION LEAVE**

### **28.01 Union Representatives**

- a) The Employer agrees to recognize Union Representatives from the Bargaining Unit.
- b) The Employer agrees to recognize the following CUPE Local 1505 Executives as Union Representatives for the Bargaining Unit:
  - i. Union President;
  - ii. Union Vice President;
  - iii. Chief Shop Steward; **and**
  - iv. **Lead Shop Steward.**

### **28.02 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 including the right to interview employees during normal working hours, provided sufficient time is given in which to grant the request without disrupting the Employer's 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 **(1)** Union Representative. The employee who is grieving **will** be granted leave with pay to attend a **required** meeting.

### **28.03 Union Bargaining Committee**

The Employer **will** allow a maximum of **three (3)** employees leave with pay for purposes of attending collective bargaining negotiations when such negotiations are held during regular working hours. The Employer will arrange a change in shift for such employees if negotiations fall on the employee's days of rest. The Employer will send an invoice to the Union for the cost of pay and benefits of the **three (3)** employees after each pay period.

#### 28.04 Leave of Absence for 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 without pay for a period of up to two (2) years and extended in the event of re-election.

#### 28.05 Leave of Absence for Full-time or Part-time Union Duties

Leave of absence without pay for full-time **or part-time** Union employment or to attend Union conventions, seminars or training sessions **will** be granted under the following conditions:

- a) If an employee becomes a full-time **or part-time** Executive of CUPE Local 1505, the employee **will** be granted leave of absence **without pay** 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) An employee chosen as a delegate to Union conventions, seminars, or training sessions **will** be granted leave of absence. Leave of absence for these events **will** be requested at least ten (10) working days in advance to the Employer. If more than one (1) employee 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 for the leave from the Employer. Such leave **will** not be unreasonably withheld.

28.06 Upon application the Employer **will** agree to allow leave of absence **without pay** 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.

28.07 The notice from the Union requesting the leave under Clause 28.05 a) and b) **will** specify the date the leave of absence is to commence and end, the hours of pay and benefits that the Employer is to pay the employee during the leave. The Union will reimburse the Employer for the cost of pay and benefits. The Employer will send an invoice to the Union for the cost of pay and benefits after each pay period.

**SCHEDULE "A" WAGES**

Position	January 1, 2024	
	2.00%	
	Start Rate*	Permanent Rate**
Hostler	\$40.83	\$48.03
Labourer, Shelter Maintenance	\$42.16	\$49.60
Customer Service Representative	\$42.16	\$49.60
Transit Technician	\$45.07	\$53.02
Transit Operator (Conventional & Specialized)	\$45.07	\$53.02

\* Start rates are 85% of permanent rates

\*\* Effective May 20, 2025 permanent rate applied start of pay period following completion of probationary period.

January 1, 2024 - Increase permanent rates by increase to RMWB main unit rates

January 1, 2025 - Increase permanent rates by increase to RMWB main unit rates

January 1, 2026 - Increase permanent rates by increase to RMWB main unit rates



## **APPENDIX "A"**

(Page 1 of 6)

### **Roster Scheduling And Working Procedures For Operators**

#### **1. Definitions**

The following definitions are in addition to those provided in the main Collective Agreement:

- a) "A.M." means the time of day prior to 12:00 pm (noon).
- b) "Daily Overtime" means overtime assigned on the same day the requirement for overtime arises and in accordance with the process outlined in the Daily Overtime section below.
- c) "Daily Slip" means the assignment of Open Shifts to the following day's Spare Board which may include overtime assignments.
- d) "Extras" means trips on the bus schedule that are paired together but are not part of the Regular Roster.
- e) "General Holiday Pick" means the selection of work available on General Holidays that is part of the Roster Pick.
- f) "Open Shifts" can include:
  - i. Extras;
  - ii. Absences of the assigned Operator from the Regular Roster;
  - iii. Standby; or
  - iv. Any combination of the above.
- g) "Paddle" means trips on the bus schedule that are paired together to form a workday on the Regular Roster. A Paddle may include Split Shifts.
- h) "P.M." means the time of day at 12:00 pm (noon) or later.
- i) "Regular Roster" means a compilation of Paddles organized by the Employer that make up a week's work and is repeated weekly for the duration of the Roster Schedule, with the exception of any week in which a General Holiday falls. The Regular Roster will include some "Fixed Report Shifts" for which:
  - i. There is a set scheduled start time that will not be altered for the duration of the Roster Pick;
  - ii. Subsequent assigning of work is not determined by seniority but instead work will be detailed to Fixed Report and Spare Board Standby Operators in order of their reporting time, regardless of the pay value involved

including assignment to overtime prior to going to the Daily Overtime List; and

- iii. May still cover up to the maximum permitted hour spread.
- j) **“Roster Pick”** means the dates that Regular Roster and Spare Board Roster will be posted for selection by Operators to form a Roster Schedule.
- k) **“Roster Schedule”** means the schedule resulting from the Roster Pick.
- l) **“Shared Opportunity Overtime”** means overtime assigned to an Operator on a rest day and in accordance with the process outlined in the Shared Opportunity Overtime section below.
- m) **“Spare Board Operator”** means an Operator who has indicated their preference to be assigned to the Spare Board for the duration of the Roster Schedule.
- n) **“Spare Board Roster”** means a schedule of workdays and rest days that is repeated weekly for the duration of the Roster Schedule, with the exception of any week in which a General Holiday falls. Start and end times are scheduled by the Employer on a daily basis, based on a compilation of Open Shifts that are assigned to Operators on the Spare Board Roster.
- o) **“Split Shift”** means two work segments that commence and end within a twelve-hour and thirty-five minute (12:35) spread provided the time off between the two work segments is greater than one (1) hour and the pay the Operator receives for the shorter segment is a minimum of two (2) hours pay. Where an interval of one (1) hour or less exists between two (2) pieces of work, the operator will be paid straight through the interval and the two (2) assigned pieces of work will be regarded as a single piece of work.
- p) **“Standby”** means work where an Operator is assigned to report for duty at a particular time on a contingency basis, to protect service in the event of late-reported sickness, missed Operator assignments, unanticipated service requirements, or other similar circumstances. Operators assigned to **“Standby”** duties will be required to accept any assigned duties within the normal applicable spread limit.
- q) **“Vacation Board Roster”** is comprised of the workweeks from the Regular Roster that are vacant for a given week due to the assigned Operator being on vacation.

## **2. General Holiday Work**

- a) General Holiday work will be available for selection by all Operators in the following order:
  - i. Permanent Full-time Operators in order of seniority;
  - ii. Part-time Operators in order of seniority; and then

- iii. Temporary Full-time Operators in order of hire date.
- b) If the Employer cannot fulfil its General Holiday requirements through Operator selection, it may require Operators to work overtime. In making any such compulsory General Holiday assignment, the Operator with the least seniority as outlined below will be assigned to work the General Holiday unless there are reasonable grounds for excusing that Operator, in which event the Employer will continue to assign the work in reverse order of seniority. The assignment will take place in the following order:
  - i. Temporary Full-time Operators in reverse order of hire date;
  - ii. Part-time Operators in reverse order of seniority; and then
  - iii. Full-time Operators in reverse order of seniority.
- c) Despite Subsection 3(b) above, Operators will not be forced to work two (2) consecutive General Holidays.
- d) Each Operator is permitted to pick two (2) General Holidays for each Roster Pick. If there is any remaining General Holidays after all Operators have had the opportunity to select, each Operator may select further General Holidays in order of seniority.
- e) As part of the General Holiday Pick, the Employer will designate a number of Fixed Report Shifts.
- f) Operators will not be eligible for a General Holiday Pick that falls within their annual leave.
- g) An Operator who is known will be on leave for any reason sixty (60) days or more of the Roster Schedule will not be eligible for a General Holiday Pick that falls within the leave.
- h) Specialized Transportation Operators General Holiday Pick will be on a rotating basis, in order of seniority, from pick to pick to provide equal distribution of opportunity, until the separate Specialized Transportation Operator distinction is eliminated.

### **3. Payment in lieu of Rest Periods**

- a) All Permanent Full-time and Permanent Part-time Operators will receive an annual payment, in lieu of rest periods, at a rate equal to 0.025 hours for every actual hour worked.
- b) Actual Hours worked will not include vacation time taken, Health Recovery Leave, Short-term/Long-term Disability, Workers Compensation, Maternity and Parental Leave, Leave of Absence, Union Leave and suspension without pay.
- c) This annual payment will be paid on the last pay period (#26) of the payroll year.

- d) **In the event an employee resigns, retires or is terminated, the employee will receive their payment in lieu on their final pay.**

#### **4. Pick Committee**

- a) **The Employer and the Union will form a Pick Committee to do an advance review of each Roster Pick sign-up sheet.**
- b) **The Pick Committee will be comprised of two (2) management representatives, two (2) Operators and a Union Executive. The Union representatives of the Pick Committee will be selected for a two (2) year term, which are selected in alternate years. The Union representatives will have two (2) alternate committee members which will also be selected in alternate years.**
- c) **The Pick Committee will meet for one (1) day to discuss the draft Roster sign-up sheet and consider possible changes at least fourteen (14) calendar days prior to posting.**
- d) **Should the Pick Committee find any violations of the Collective Agreement within the Roster Pick sign-up sheets, corrections will be made to those sign-up sheets prior to being posted.**
- e) **A copy of the Roster Pick sign-up sheet and available Regular Rosters and Spare Board Roster will be made available to the representative of the Union on or before the posting of the sign-up sheet.**

#### **5. Roster Scheduling**

- a) **The Employer will post a Roster Pick showing the available Regular Roster and Spare Board Roster for the Roster Schedule. The Regular Roster will include a general description of duties, hours of work, rest days assigned, Paddle and roster numbers. The Spare Board Roster will indicate the Operators' rest days assigned and the assignment sequence numbers only. Fixed Report Shifts will indicate the Operators' rest days assigned and scheduled start time.**
- b) **Rosters must be posted a minimum of three (3) days (or longer where practical).**
- c) **Roster selection will be in the following order:**
  - i. **Permanent Full-time Operators in order of seniority within their transit type (Conventional/Specialized) will select either a full-time Regular Roster or full-time Spare Board Roster for the duration of the Roster Schedule.**
  - ii. **Temporary Full-time Operators in order of hire date will make their full-time Regular Roster or full-time Spare Board Roster selection.**
  - iii. **Permanent Part-time Operators in order of seniority within their transit type (Conventional/Specialized) will select either a part-time Regular**

**Roster or part-time Spare Board Roster for the duration of the Roster Schedule.**

- iv. **Temporary Part-time Operators in order of hire date will make their part-time Regular Roster or part-time Spare Board Roster selection.**
- d) **An Operator who it is known will be on leave for any reason for the first sixty (60) days of the Roster Schedule will, in order of seniority or hire date as applicable, be assigned a roster after all other Transit Operators in that category have made their selection.**
- e) **A Permanent Full-time or Permanent Part-time Operator who is on leave for any reason, and who is expected to return to work within the first sixty (60) days of the Roster Schedule, will:**
  - i. **make a selection at the time of the Roster Pick; or**
  - ii. **have their selection made by the Union, in order of seniority.**
- f) **The Roster selection will include a General Holiday Pick.**
- g) **Where an Operator selects a Regular Roster or Spare Board Roster, it is their schedule for the duration of the Roster Schedule. Under no circumstance will an Operator be permitted to change or alter their schedule until the next Roster Pick.**
- h) **Within two (2) days after the Roster Pick, the Employer will post the Vacation Board Roster. Operators who selected the Spare Board Roster may submit a selection slip to Dispatch to indicate their preference to assume Vacation Board Roster work on weeks where their rest days match. Selection slips for the upcoming week (Friday–Thursday) must be received by the end of the business day (16:30) on Wednesdays of the current week.**
  - i. **The Vacation Board Roster work will be awarded based on seniority.**
  - ii. **In cases where the Operator would not have ten (10) hours of rest, the Roster will be assigned to the Spare Board Operator with the next highest seniority.**
  - iii. **Vacation Board Roster work will be awarded on and posted on Thursday, for the upcoming week.**
- i) **Any Vacation Board Roster work which is not claimed by Spare Board Operators will be treated as Open Shifts and assigned according to the standard Spare Board scheduling rules.**

**6. Spare Board Operation (Conventional and Specialized)**

- a) **Long Term Open Shifts:**

- i. When an Operator assigned to a full-time Regular Roster is expected to be absent for five (5) consecutive working days, or more, due to reasons other than vacation, that Operator's assigned roster will be offered to Full-time Spare Board Operators with the same rest days in order of seniority, and will take effect the start of the upcoming pay week (Friday – Thursday).
- ii. When a Spare Board Operator chooses to temporarily assume that Operator's assigned roster pursuant to (i) above, they will be required to retain the assigned roster until either:
  - I. the original assigned Operator returns to work; or
  - II. the end of the Roster Schedule.
- iii. Once a Spare Board Operator chooses to temporarily assume that Operator's assigned roster pursuant to (i) above, that Spare Board Operator's assigned roster will not be reassigned.
- iv. Any regular assigned roster which is not claimed by Spare Board Operators as outlined in (i) above, will be treated as Open Shifts and assigned according to the standard Spare Board scheduling rules outlined in this Appendix.

**b) Spare Board Operation:**

- i. As of 12:00 pm each day, a list of Open Shifts for the following day will be compiled. No adjustments to the list will take place after 12:00 pm. The finalized list with Operators' assigned shifts will be posted no later than 2:00 pm each day.
- ii. The compilation of the Open Shifts will be organized in the following order:
  - I. Open Shifts that are seven (7) hours or more in duration in order of earliest "end of shift" time; and then
  - II. Standby duties.
- iii. Once an Operator has been assigned on the Daily Slip to "Standby" status, any subsequent assigning of work is not determined by seniority. Work will be detailed to Standby and Fixed Report Operators in order of their reporting time, regardless of the pay value involved including assignment to overtime prior to going to the Daily Overtime List.
- iv. All remaining work may be assigned or not assigned to Spare Board Operators at the Employer's discretion.
- v. Spare Board Operators may be assigned Split Shifts. Split Shifts assigned to a Spare Board Operator may include Standby duties. Should

a Spare Board Operator not receive an assignment they will remain at work performing duties as assigned for three (3) hours.

- vi. If a Spare Board Operator is sent home after three (3) hours, the Employer will give them a P.M. assignment for a subsequent shift within the twelve hour and thirty-five minute (12:35) spread.
- vii. Full-time Spare Board Operators will select an assignment sequence number from one to fifty (01-50) in order of seniority.
- viii. If a new Operator from the graduating class will be covering a temporary full-time assignment throughout any given Roster Schedule they will be assigned numbers in the seventy-one to ninety (71-90) series.
- ix. Open Shifts will be assigned to the Spare Board Operator in order of lowest assignment sequence number (i.e. an assignment sequence number of one (01) would be assigned an Open Shift with an earlier "end of shift" time than two (02)). If two (2) or more Open Shifts have the same "end of shift" time, they will be assigned by order of least amount of spread to Spare Board Operator with the lower assignment sequence number.
- x. Regardless of the above, Full-time Spare Board Operators will be assigned Open Shifts to provide a minimum of eight (8) hours of regular pay.
- xi. No Spare Board Operator will be assigned duties which would result in less than ten (10) hours of rest.

**7. Operator Overtime (Applies to both Shared Opportunity and Daily Overtime)**

a) Operators are limited to:

- i. a maximum of twelve (12) hours driving time, following at least ten (10) consecutive hours "off-duty" (i.e., "overnight rest");
- ii. a maximum of fifteen (15) hours "on-duty", following at least ten (10) consecutive hours "off-duty" (i.e., "overnight rest");

except in the event of overtime generated by emergencies beyond the control of the Employer.

b) Operators will not be offered overtime duties:

- i. which would conflict with their normal work assignments;
- ii. which would result in less than ten (10) consecutive hours rest between each day's work assignments; or
- iii. when on leave for any reason.

- c) **An operator who refuses an overtime opportunity or does not respond to the overtime request within five (5) minutes, will be deemed to have had their opportunity and offers will continue by rotating seniority.**

**8. Shared Opportunity Overtime**

- a) **All Operators who wish to be placed on the Shared Opportunity Overtime list for rest day assignments for the full duration of a Roster Schedule must indicate their desire on their pick slip at the time of the Roster Pick.**
- b) **An Operator who wishes to temporarily remove their availability for Shared Opportunity Overtime must notify Dispatch no later than two (2) days in advance of the affected rest day. Even if such notification is provided, on the fifth (5<sup>th</sup>) notification during the Roster Schedule (regardless of notification lead time), that Operator's name will be removed from the Shared Opportunity Overtime list for the remainder of the Roster Schedule.**
- c) **As each Daily Slip is being prepared and after Open Shifts have been assigned to all available Spare Board Operators, any remaining overtime work will be assigned from the Shared Opportunity Overtime list:**
  - i. **first, to Full-time Operators in order of rotating seniority; and**
  - ii. **secondly, to Part-time Operators in order of rotating seniority.**
- d) **Shared Opportunity Overtime work will be assigned in the following order:**
  - i. **overtime Open Shifts that are seven (7) hours or more in duration in order of earliest "end of shift" time; and then**
  - ii. **all other overtime Open Shifts.**
- e) **Failure to accept an assigned overtime assignment will be counted as one (1) occurrence for a maximum of five (5) occurrences for the same Roster Schedule, after which the Operator will be removed from the Shared Opportunity Overtime list for the duration of the Roster Schedule. Operators who remove themselves from the Shared Opportunity Overtime list in the provisions under "b" above will count toward the cumulative total of five (5) occurrences permitted.**
- f) **Operators who have an acceptable reason for being unable to perform an assigned overtime shift are required to provide as much advance notification as possible to Dispatch. Following the fifth (5<sup>th</sup>) occasion of refusing an overtime assignment, that Operator's name will be removed from the Shared Opportunity Overtime list for the balance of the Roster Schedule.**
- g) **An Operator may request Dispatch to remove their name from the Shared Opportunity Overtime list at any time, but no additions to the list will be allowed until the next Roster Schedule.**

## **9. Daily Overtime**

- a) All Operators who wish to be placed on the Daily Overtime list for the full duration of a Roster Schedule must indicate their desire on their pick slip at the time of the Roster Pick.**
- b) Daily Overtime work, will be offered to Operators who have indicated their intention to receive Daily overtime work on their pick slip, and who could complete the work in its entirety:
  - i. first, to Full-time Operators in order of seniority; and then**
  - ii. secondly, to Part-time Operators in order of seniority.****
- c) If the Employer cannot fulfil the overtime requirement from the Daily Overtime list, then the Employer may request volunteers from any available Operator. If sufficient volunteers are not available, then the overtime work will be assigned by the Employer to the most junior Operator(s) available whose other assigned work would not interfere, unless there are sufficient grounds for excusing such Operator(s).**
- d) An Operator who refuses an overtime opportunity or does not respond to the overtime request within five (5) minutes will be deemed to have refused overtime and offers will continue in accordance with the process outlined above in this Article.**
- e) An Operator may request Dispatch to remove their name from the Daily Overtime list at any time, but no additions to the list will be allowed until the next Roster Schedule.**

**10. The Employer will maintain separate seniority lists for Shared Opportunity Overtime and Daily Overtime.**

## **11. General Terms for Operators**

- a) If a Regular Roster Operator is late for their report time specified in their Paddle, the shift will be reassigned to a Spare Board Operator. When the assigned Regular Roster Operator arrives for work, they will assume their Regular Roster Paddle at the first natural opportunity in the schedule and the Spare Board Operator will be placed on Standby duties.**
- b) If a Spare Board Operator who is assigned Standby duties is late for their report the Operator will be assigned in accordance with the time that they reported for work.**
- c) The actual hours of operations and routes are subject to the determinations made by the Employer and may change with short notice.**
- d) The Parties agree that due to the possibility of adjusting the level of service up or down on short notice, roster changes between roster sign-ups, which affect the hours of a roster, will not constitute the necessity of a new Roster Pick and**

**Operators will continue to perform work on their roster until the next Roster Pick. The Union will be notified of any changes in service levels.**

- e) The Employer may modify the rosters due to unforeseen circumstances, provided that:
  - i. The two (2) consecutive rest days are not altered without the consent of the Operator and/or the Union.**
  - ii. The assigned Operator is guaranteed to receive the same roster value as the originally selected roster or the updated roster, whichever is greater provided the Operator performs the work assigned.**
  - iii. The modified roster(s) will be in the same A.M. or P.M. shift as the original roster(s) i.e. an A.M. shift will remain an A.M. shift and a P.M. shift will remain a P.M. In the case of an emergency situation, the Employer and Union will meet to discuss any need to deviate from this provision.**
  - iv. In the event there is an adjustment of service or rosters values, the Employer may post a new roster sign-up prior to the completion of the current roster.**
  - v. The Parties agree to co-operate in the development of new roster(s) and to schedule roster(s) maximizing full time rosters where possible.****
- f) Operators scheduled to work and cancelled by the Employer at report time, will be paid the roster value at their regular rate of pay.**
- g) Operators must notify Dispatch by reporting when they leave their bus and when they return to their bus.**
- h) Operators are permitted to work Extras where the split in shifts do not exceed a thirty-five minute (12:35) hour spread and the regular hours paid for the day will not exceed eight (8) hours.**
- i) Operators will have ten (10) hours rest from the end of their shift and the start of their next scheduled shift except in the event an accident occurs, urgent work is necessary, or other unforeseeable or unpreventable circumstances occur. In the transition from Pick to Pick the minimum hours of rest will be eight (8) hours between the last shift of the prior Pick and the first shift of the new Pick.**
- j) Operators will have no less than fifteen (15) minutes of staging time with pay at the beginning of their shift.**
- k) Operators who will be required to perform post trip inspections will be paid the time required to complete the work.**
- l) Operators will report and complete their shift at the same location as directed by the Employer and will go to and from such place on their own time. For shifts that start and end at a different location, the Employer will provide transportation to their starting location, with pay.**

**m) Operators are not permitted to exchange shifts among themselves, unless:**

- i. the exchange is agreed in writing between the affected Operators;**
- ii. prior written approval of such exchange has been granted by the Employer;**
- iii. such exchange will be recorded on the shift schedule;**
- iv. such exchange will not be deemed to be a violation of the provisions of this Collective Agreement; and**
- v. exchanges will not be subject to any overtime premium pay.**

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

**APPENDIX "B"**  
**Ten (10) and Twelve (12) Hours Shifts and Shift Exchanges**

**WHEREAS:** the Employer is interested in implementing a shift schedule that is advantageous from an operational or employment perspective for those employed in the classification of **Hostler, Transit Technician, and Shelter Maintenance Labourer.**

And

**WHEREAS:** the Parties realize the existing **Collective Agreement** does not fully contemplate all facets of shift work in terms of employment impacts.

1. The Transit Collective Agreement is amended as expressly set forth herein and is applicable and limited to those employed in a shift work (10 or 12 hours per day) capacity.
2. The Employer may implement and discontinue shift work schedules as may be operationally advantageous to include ten (10) hours per day, eighty (80) hours **bi-weekly** or twelve (12) hours per day, eighty-four (84) hours bi-weekly (rotating schedule). The Employer **will** advise the Union of its intention to implement shift schedules for certain employees, groups or classifications.
3. This **Appendix** will serve as an overtime agreement as may be applicable under employment standards.
4. Those employed in a shift work schedule are **entitled to overtime pay for all hours worked outside of the regular full-time daily hours.**
  - a) **In terms of ten (10) hour workers, the shift in a pay cycle will ensure:**
    - i. **four (4) consecutive shifts on, with three (3) consecutive shifts off and the hours of work will not exceed forty (40) hours weekly or;**
    - ii. **eight (8) consecutive days on, with six (6) consecutive days off and the hours of work will not exceed forty (40) hours weekly.**
  - b) In terms of twelve (12) hour shifts, it is understood that 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.
  - c) **The Employer will post a Work Schedule Roster Pick, two (2) times per year (roughly April and October) showing the available shift schedules. The Work Schedule will include hours of work (including start and end times), rest days assigned:**

- i. **Once a Work Schedule has been selected at the Work Schedule Roster Pick, it will be the employee's schedule for the remainder of the pick and will not be altered.**
  - ii. **An employee who, it is known will be on leave for any reason for the first sixty (60) days of the Work Schedule Roster will, in order of seniority or hire date as applicable, be assigned a roster after all other employees in that category have made their selection.**
  - iii. **Work Schedule Rosters must be posted a minimum of three (3) days (or longer where practical).**
  - iv. **Roster selection will be in the following order:**
    - I. **Permanent Full-time employees in order of seniority within their employment type;**
    - II. **Temporary Full-time employees in order of hire date within their employment type;**
    - III. **Permanent Part-time employees in order of seniority within their employment type; and**
    - IV. **Temporary Part-time employees in order of hire date within their employment type.**
5. In terms of vacation **accrual** it is understood that for ten (10) hour shift workers one week of vacation equates to forty (40) hours and for twelve (12) hour shift workers one week of vacation equates to forty-two (42) hours of vacation. Vacation is accrued on a **bi-weekly** basis. Vacation entitlement is in accordance with Article 12.01.
6. Employees on shift are required to work on the **General Holidays** they are scheduled for unless otherwise relieved by the Employer. As it relates to Article 13 - General Holidays; All references to "day" **will** be amended to read to "shift" as applicable to ten (10) and twelve (12) hour shift work.
7. As it relates to Article 17.01 applicable to shift work schedules, it is understood that "four (4) work days" is amended to read "four (4) consecutive working shifts".
8. Employees working under this appendix are permitted three (3) fifteen (**15**) minute breaks during a shift.
9. **Hostlers, Transit Technicians and Shelter Maintenance Labourers are not permitted to exchange shifts, unless:**
- a) **the exchange is agreed in writing between the affected employees;**
  - b) **the exchange is within the same classification;**
  - c) **prior written approval of such exchange has been granted by the Employer;**

- d) **such exchange will be recorded on the shift schedule;**
  - e) **such exchange will not be deemed to be a violation of the provisions of this Collective Agreement; and**
  - f) **exchanges will not be subject to any overtime premium pay.**
10. This **Appendix will** be applicable only to those employed in the classification of **Hostler, Transit Technician, and Shelter Maintenance Labourer.**

**APPENDIX "C"**  
**Division 7**  
**Maternity Leave and Parental Leave**

**Entitlement to maternity leave**

**45** A pregnant employee who has been employed by the same Employer for at least 90 days is entitled to unpaid maternity leave.

**Length of maternity leave**

**46(1)** The maternity leave to which a pregnant employee is entitled is a period of not more than 16 weeks starting at any time during the 12 weeks immediately before the estimated date of delivery.

**(1.1)** A pregnant employee whose pregnancy ends other than as a result of a live birth within 16 weeks of the estimated due date is entitled to maternity leave under this Division.

**(2)** An employee who takes maternity leave must take a period of leave of at least 6 weeks immediately following the date of delivery, unless the employee and her Employer agree to shorten the period by the employee's giving her Employer a medical certificate indicating that resumption of work will not endanger her health.

*(NOTE: Please see section 54.3(a) of the Employment Standards Regulation (AR 14/97) for changes to the leave provisions in this section.)*

**Notice of maternity leave**

**47(1)** A pregnant employee must give her Employer at least 6 weeks' written notice of the date she will start her maternity leave, and if so requested by her Employer, the pregnant employee must provide her Employer with a medical certificate certifying that she is pregnant and giving the estimated date of delivery.

**(2)** A pregnant employee is entitled to start maternity leave on the date specified in the written notice given to her Employer under subsection (1).

**No notice of maternity leave**

**48** An employee who does not give her Employer prior notice of maternity leave before starting it is still entitled to maternity leave if, within 2 weeks after she ceases to work, she provides her Employer with a medical certificate

(a) indicating that she is not able to work because of a medical condition arising from her pregnancy, and

(b) giving the estimated or actual date of delivery.

**Notice of Employer to start maternity leave**

**49** If during the 12 weeks immediately before the estimated date of delivery the pregnancy of an employee interferes with the performance of her duties, an Employer may give the employee written notice requiring her to start maternity leave.

## **Parental leave**

**50(1)** Subject to subsection (2), an Employer must grant parental leave to an employee as follows:

(a) in the case of an employee entitled to maternity leave under this Division other than an employee described in section 46(1.1), a period of not more than 37 consecutive weeks immediately following the last day of maternity leave;

(b) in the case of a parent who has been employed by the same Employer for at least 90 days, a period of not more than 37 consecutive weeks within 53 weeks after the child's birth;

(c) in the case of an adoptive parent who has been employed by the same Employer for at least 90 days, a period of not more than 37 consecutive weeks within 53 weeks after the child is placed with the adoptive parent for the purpose of adoption.

**(2)** If employees described in this section are parents of the same child, the parental leave granted under subsection (1) may

(a) be taken wholly by one of the employees, or

(b) be shared by the employees.

**(3)** If employees described in this section are parents of the same child and are employed by the same Employer, the Employer is not required to grant parental leave to more than one employee at a time.

*(NOTE: Please see section 54.3(b) of the Employment Standards Regulation (AR 14/97) for changes to the leave provisions in this section.)*

## **Notice of parental leave**

**51(1)** An employee must give the Employer at least 6 weeks' written notice of the date the employee will start parental leave unless

(a) the medical condition of the birth mother or child makes it impossible to comply with this requirement;

(b) the date of the child's placement with the adoptive parent was not foreseeable.

**(2)** If the employee cannot comply with the written notice requirement for any of the reasons stated in subsection (1)(a) or (b), the employee must give the Employer written notice at the earliest possible time of the date the employee will start or has started parental leave.

**(3)** An employee is entitled to start parental leave on the date specified in the written notice given to the Employer under subsection (1) or (2).

**(4)** Written notice under section 47(1) is deemed to be notice of parental leave under this section unless the notice specifically provides that it is not notice of parental leave, in which case this section applies.

(5) employees who intend to share parental leave must advise their respective Employers of their intention to share parental leave.

### **Termination of employment prohibited during maternity leave and parental leave**

**52(1)** No Employer may terminate the employment of, or lay off, (a) an employee who has started maternity or parental leave, or

(b) an employee because the employee is entitled to maternity or parental leave.

(2) Subsection (1) does not apply if an Employer suspends or discontinues in whole or in part the business, undertaking or other activity in which the employee is employed, but the obligation of the Employer to reinstate the employee or provide the employee with alternative work in accordance with section 53.1 continues to apply.

### **Resumption of employment**

**53(1)** Subject to section 46(2), an employee must give the Employer at least 4 weeks' written notice of the date on which the employee intends to resume work and in any event must give notice not later than 4 weeks before the end of the leave period to which the employee is entitled or 4 weeks before the date on which the employee has specified as the end of the employee's leave period, whichever is earlier.

(2) If an employee has given notice that she intends to resume work on a date that is before the end of the 6-week period referred to in section 46(2), the employee is entitled without further notice to an additional period of leave sufficient to meet the requirements of section 46(2).

(3) The additional period of leave referred to in subsection (2) is to be charged first against any remaining maternity leave to which the employee is entitled and then against parental leave, and if it is charged against parental leave the amount of parental leave referred to in section 50 is reduced accordingly.

(4) An employee is not entitled to resume working until the date specified in the written notice referred to in subsection (1) or the end of the additional period referred to in subsection (2), as the case may be.

(5) An employee must resume work on the date specified in the written notice or immediately following the end of the additional period, as the case may be, and if the employee fails to return to work on that date the employee is not entitled to resume work subsequently unless the failure to return to work resulted from unforeseeable or unpreventable circumstances.

(6) If an employee fails to provide at least 4 weeks' notice before the end of the leave period to which the employee is entitled, the employee is not entitled to resume work unless the failure to provide the notice resulted from unforeseeable or unpreventable circumstances.

(7) Where an employee is entitled to resume work under this section, the Employer must

(a) reinstate the employee in the position occupied when maternity or parental leave started, or

(b) provide the employee with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the employee when the maternity or parental leave started.

**(8)** An employee who does not wish to resume employment after maternity or parental leave must give the Employer at least 4 weeks' written notice of intention to terminate employment.

**Suspension of operations**

**53.1** If the business, undertaking or other activity of an Employer is suspended or discontinued in whole or in part during an employee's maternity or parental leave and the Employer has not resumed operations when the employee's leave ends, the Employer must, if the operation is subsequently resumed within 52 weeks following the end of the leave,

(a) reinstate the employee in the position occupied at the time the maternity or parental leave started, at not less than the earnings and other benefits that had accrued to the employee, or

(b) provide the employee with alternative work in accordance with an established seniority system or practice of the Employer in force at the time the employee's maternity or parental leave started, with no loss of seniority or other benefits accrued to the employee.

## LETTER OF UNDERSTANDING #1

### 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 four hundred and eighty dollars (\$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.**

## LETTER OF UNDERSTANDING #2

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

-and-

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

-and-

International Association of Fire Fighters  
Local 2494 ("IAFF")

### CONTINUITY OF SERVICE

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

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


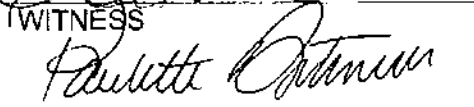
1. Continuous service **will** be defined as employment in any permanent position with the Employer without interruption other than authorized leaves of absence including Short-term Disability or Long-term Disability. Such employment may be in an exempt position or in a position represented by CUPE or IAFF.
2. 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 for the purpose of vacation accrual.
3. 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.
4. 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:


REGIONAL MUNICIPALITY OF  
WOOD BUFFALO



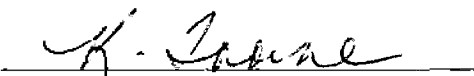
Per: \_\_\_\_\_  
MAYOR

  
CHIEF ADMINISTRATIVE OFFICER  
WITNESS  


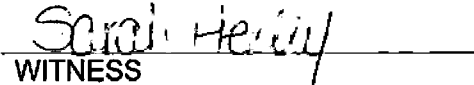
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1505

  
WITNESS

Per:   
PRESIDENT

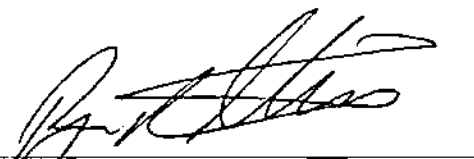
  
WITNESS

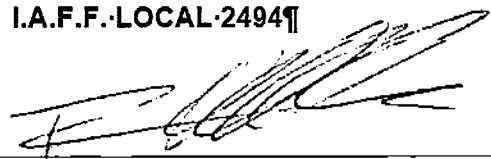
Per:   
RMWB UNIT CHAIR

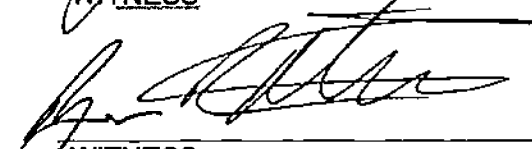
  
WITNESS


Per:   
TRANSIT UNIT CHAIR

FORT MCMURRAY FIRE FIGHTERS  
ASSOCIATION,  
I.A.F.F. LOCAL 2494

  
WITNESS

Per:   
PRESIDENT

  
WITNESS

Per:   
SECRETARY

SIGNED THIS 19 DAY OF November, 2019

**LETTER OF UNDERSTANDING #3**

**RE: INTERNAL APPLICATIONS**

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

End of Document

LETTER OF UNDERSTANDING #4

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

-and-

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

Re: Roster Scheduling And Working Procedures For Operators

BACKGROUND:

Due to problematic language identified following the ratification of the new Collective Bargaining Agreement, the Employer and the Union (the "parties") have agreed to amend Appendix A, section 5 (h).

THEREFORE, THE PARTIES AGREE TO AMEND AND APPLY APPENDIX A, SECTION 5 (H) AS FOLLOWS:

- h) Within two (2) days after the Roster Pick, the Employer will post the Vacation Board Roster. Operators who selected the Spare Board Roster may submit a selection slip to Dispatch to indicate their preference to assume Vacation Board Roster work on weeks where their rest days match.
  - i. The Vacation Board Roster work will be awarded based on seniority.
  - ii. In cases where the Operator would not have ten (10) hours of rest, the Roster will be assigned to the Spare Board Operator with the next highest seniority.
  - iii. On the day following the Sign Up, by the end of the business day, the Employer will post the Vacation Board Roster which identifies the available work for Spare Board Operators to choose from.
  - iv. Spare Board Operators will have until the end of the business day (deadline), two (2) days following the Sign Up to submit their selection slips.

SIGNED, SEALED AND DELIVERED in the presence of:

Witness [Signature]

Witness [Signature]

) REGIONAL MUNICIPALITY OF WOOD BUFFALO  
 )  
 )  
 )  
 ) Per: [Signature]  
 ) MAYOR  
 )  
 )  
 ) Per: [Signature]  
 ) CHIEF ADMINISTRATIVE OFFICER  
 )

) CANADIAN UNION OF PUBLIC EMPLOYEES,  
) LOCAL 1505

Witness \_\_\_\_\_

) Per. 

) PRESIDENT

Witness  \_\_\_\_\_

) Per. 

) UNIT CHAIR

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025