COLLECTIVE AGREEMENT

BETWEEN

MUNICIPALITY OF CROWSNEST PASS

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 812

January 1, 2015 to December 31, 2018

Table of Contents

ARTICLE 1: PURPOSE 1
ARTICLE 2: DEFINITIONS 1
ARTICLE 3: MANAGEMENT RIGHTS 3
ARTICLE 4: UNION RECOGNITION 3
ARTICLE 5: GRIEVANCE PROCEDURE 5
ARTICLE 6: DISMISSAL PROCEDURE 7
ARTICLE 7: SENIORITY 7
ARTICLE 8: LAYOFFS, RECALLS, REDUCTIONS, INCREASES, PROMOTIONS & VACANCIES 9
ARTICLE 9: HOURS OF WORK 11
ARTICLE 10: OVERTIME 15
ARTICLE 11: STATUTORY & DECLARED HOLIDAYS 16
ARTICLE 12: VACATIONS 18
ARTICLE 13: SICKNESS BENEFITS 20
ARTICLE 14: LEAVE OF ABSENCE 21
ARTICLE 15: COMPASSIONATE LEAVE 22
ARTICLE 16: COMPENSATION 22
ARTICLE 17: MEDICAL COVERAGE 23
ARTICLE 18: PENSION 24
ARTICLE 19: HEALTH & SAFETY 24
ARTICLE 20: CLOTHING & EQUIPMENT 25
ARTICLE 21: GENERAL 26
ARTICLE 22: PAYMENT OF WAGES 27
ARTICLE 23: WAGES 28
ARTICLE 24: PERSONAL LEAVE 29
ARTICLE 25: RETIREE BENEFITS 29
ARTICLE 26: JURY & WITNESS DUTY 29
ARTICLE 27: LABOUR/MANAGEMENT COMMITTEE 29
ARTICLE 28: TERM OF AGREEMENT 30

LETTER OF UNDERSTANDING #1 – AGRICULTURAL FIELDMAN 31
LETTER OF UNDERSTANDING #2 – COMPRESSED WORK WEEKS 32
LETTER OF UNDERSTANDING #3 – BUS DRIVER (TOWN ROUNDER) POSITION 33
LETTER OF UNDERSTANDING #4 – CUPE LOCAL 812 SOCIAL FUND 34
LETTER OF UNDERSTANDING #5 – LEAD HAND POSITION 35

APPENDIX A" – JOB CLASSIFICATION MAINTENANCE MANUAL 36

This Agreement made this 1st day of January, 2015 between Municipality of Crowsnest Pass and Canadian Union of Public Employees, Local 812

ARTICLE 1: PURPOSE

1.01 The purpose of this Agreement is to provide services for the operation of the Employer with safety, economy of operation, protection of property, and welfare of Employees and the public.

1.02 It is further the purpose of this Agreement to foster communication and maintain a harmonious and cooperative relationship between the Employer, management personnel, and the Employee members of the Union.

1.03 It is further the purpose of this Agreement to define methods of settling any differences or grievances which may arise between the Employer and Employees.

ARTICLE 2: DEFINITIONS

2.01 The pronoun 'he' shall be considered to refer to personnel and Employees of both genders; in no part of this contract shall wording be considered to indicate any sexual bias or determination.

2.02 Casual Employee: "Casual Employee" shall mean one who is:

(a) not regularly scheduled, but works on a call or irregular basis; and/or

(b) scheduled to relieve in the case of absences for illness, injury, leaves of absence of 30 days or less and/or vacation of other Employees.

The provisions of this Collective Agreement shall not apply to Casual Employees except for the following Articles: 1, 3, 4, 7.05, 7.07, 10, 11.09, 12.02, 19, 21, 22, 23, 28, 27.

2.03 Permanent Employee A Permanent Employee is an employee who has completed the probationary period and who works on a full time or part time basis:

(i) Full time shall mean an Outside Employee who is regularly scheduled to work forty (40) hours per week, or an Inside Employee who is scheduled to work thirty-five (35) hours per week;

(ii) Part time shall mean an Employee who is regularly schedule to work less than full time hours set out in Article 2.04(i).

2.04 Probationary Employee The term 'Probationary Employee', when used in this Agreement, shall be defined as meaning any Employee filling a position coming within the scope of this Agreement serving the required probationary period. The employment

of probationary Employees may be terminated within sixty (60) working days, without recourse to the grievance procedure.

2.05 Probationary Period The 'probationary period' for employment shall be considered sixty (60) working days.

2.06 Qualifications: Qualifications" when used in this Collective Agreement shall mean the necessary knowledge, abilities, skill, training and experience as required to perform the functions for the position as we describe in the Job Description.

2.07 Supervisor The term 'Supervisor', when used in this Agreement, shall be defined as meaning the person from whom an Employee normally receives his work assignments.

2.08 Temporary Employee The term 'Temporary Employee', when used in this Agreement, shall be defined as meaning an Employee who is employed for a continuous period of time of not more than thirteen (13) months including seasonal staff.

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

(a) Dismissal for just cause

(b) Voluntary resignation

(c) Continuous layoff due to lack of work for a period in excess of twelve (12) months.

(d) An Employee, who fails to notify the Employer within three (3) working days of receipt of being notified to report to work following a layoff, stating whether or not he will return, shall be deemed to have terminated his services.

(e) Refusal to work when called except as follows:

(i) not qualified for the work being called in for;
(ii) entitled to their scheduled days off;
(iii) given no less than forty-eight (48) hours' notice unless Employee agrees.

The provisions of this collective agreement shall not apply to the Temporary Employees except for the following articles: 1, 3, 4, 7.05, 7.07, 10, 11.09, 12.02, 17.05, 19, 21, 22, 23, 27 and 28.

2.09 Trial Period Any Employee awarded a posted position shall be in a trial period for sixty (60) working days, and upon its completion shall be declared permanent in the position. If the Employee proves unsatisfactory during the trial period, or is not satisfied with the position, the Employee will revert to the Employee's former position and wage without

loss of seniority. And other Employees affected by this reversion shall also revert to their former position and wage without loss of seniority.

2.11 Union Officer: The term "Union Officer', when used in this Agreement, means an Employee who has been selected or appointed as president or vice-president or who represents the Union at meetings with Management and was authorized to represent the Union.

2.11 Union Representative: The term "Union Representative", when used in this Agreement, means a national representative of the Union.

2.12 Working Days The term 'working days', when used in this Agreement, shall be defined as meaning regularly scheduled working days as per Article 9.

ARTICLE 3: MANAGEMENT RIGHTS

3.01 Management reserves all rights not specifically restricted nor contrary to this Collective Agreement.

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

ARTICLE 4: UNION RECOGNITION

4.01 The Employer recognizes the Union as the sole bargaining agency for all Employees.

4.02 The Employer agrees not to bargain collectively with any other labour organization affecting Employees covered by this Agreement during the life of this Agreement.

4.03 (a) No Employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages, or conditions during the term of this Agreement except as specifically provided for in this Agreement, or by written agreement of both Parties. Exceptions include the letter of employment including moving allowances and other normal employment conditions.

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

costs to the Employer. The Employee will be provided with a written agreement clarifying the repayment term.

4.04 Employees who are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit during the term of this Agreement except in an emergency, or by written agreement of both Parties. No Permanent Employee presently employed by the Municipality within the scope of this Agreement shall lose their employment or have a reduction of regular hours of work with the Employer, during the life of this Agreement, as a result of contracting-out. The Employer will notify the Union when contracting-out takes place.

4.05 The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees, or any other advisors when dealing or negotiating with the Employer.

4.06 The Employer shall allow a maximum of five (5) Employees leave with pay for purposes of attending collective bargaining negotiations when such negotiations are held during regular hours. Such time will be with pay and the Union will be billed for those hours incurred by two (2) of the five (5) Employees attending the collective bargaining negotiations.

4.07 Every Employee upon commencement of employment, subject to Section 29(2) of the *Labour Relations Code*, will be a member of the Union and shall maintain his membership in the Union as a condition of employment.

4.08 The Employer agrees to deduct from each Employee such dues as directed by the Union in writing. Such dues to be deducted for, and on behalf of all Employees who are covered under this Collective Agreement, from each pay cheque, and forwarded to the Secretary-Treasurer of the Union not later than the last day of each month.

4.09 All monies paid to the Secretary-Treasurer of the Union shall be accompanied with a list of names of all Employees for and on behalf of whom such deductions have been made, and with a list of all additions and deletions of staff since the fifteenth (15th) day of the previous month.

4.10 The Employer shall indicate on the income tax (T4) slip of each Employee the amount of Union dues paid in the previous year.

4.11 All correspondence shall be directed to the President of the Union and the National Representative.

ARTICLE 5: GRIEVANCE PROCEDURE

5.01 (a) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement.

(b) The Employee or the Local Union shall have the right, at any time, to have the assistance of a CUPE Representative.

(c) The Employer agrees that the Union Officer will be allowed to perform his duties during working hours at time mutually agreed upon by the Union Officer and Management Supervisor.

5.02 Settling of Disputes and Grievances

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

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

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

5.03 Arbitration

(a) The Union will notify the Employer in writing and include the name of its appointee to an Arbitration Board. The recipient of the notice shall, within seven (7) working days; inform the other Party of its appointee to the Arbitration Board. The two (2) appointees so selected shall; within seven (7) working days of the appointment of the second, appoint a third person who shall be the Chairman.

(b) If the two (2) members fail to appoint a third person within the time limits, the Minister of Labour shall appoint a third member who shall be Chairman of the Arbitration Board.

(i) The Arbitration Board shall hear and determine the differences and shall issue an award, in writing, and the decision shall be final and binding upon the Parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board.

(ii) Each Party to the difference shall bear the expense of its respective appointees to the Arbitration Board, and the two (2) Parties shall bear equally the expenses of the Chairman.

(iii) The Arbitration Board, by its decision, shall not alter, amend or change the provisions of this Collective Agreement.

(c) In the event an Employee alleges he has been dismissed or suspended without just cause he may commence his grievance at Step 2.

(d) During any and all proceedings outlined in this Article, the Employee shall continue to faithfully perform his duties unless he has been suspended or discharged for just cause.

(e) The time limit specified throughout the Steps of the grievance procedure may be extended by mutual consent, in writing, between the Union and the Employer.

(f) Policy Grievance Where a dispute involving a question of general application or interpretation occurs, affecting more than one (1) Employee, the Union may proceed on a policy grievance and may bypass Step 1.

(g) Replies to grievances shall be in writing at all stages.

(h) The Employer shall supply the necessary facilities for joint grievance meetings.

(i) The Parties may mutually agree to a one (1) man Arbitration Board as established in the Alberta Labour Relations Act.

(j) Termination of Temporary Employees for just cause shall not be subject to the grievance procedure.

(k) Working days, for the purposes of this Article and Article 6.06, shall exclude Saturdays, Sundays and Statutory Holidays.

ARTICLE 6: DISMISSAL PROCEDURE

6.01 Warning Notices and Discipline

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

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

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

6.04 Upon expiration of twenty-four (24) months from the date of a letter of discipline, provided there has been no further discipline the letter shall be removed the Employee's personnel file.

6.05 No Employee shall be disciplined or dismissed without just cause. Where an Employee has been dismissed, the first step of the grievance procedure shall be omitted and the grievance shall commence at Step 2.

6.06 An Employee has the right to view his personnel file in the presence of the Employer with two (2) working days' notice, however if a grievance has been filed, an Employee shall be granted access to his personnel file with one working day notice.

ARTICLE 7: SENIORITY

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

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

(a) Dismissal for just cause;

(b) Voluntary resignation;

(c) Continuous layoff due to lack of work for a period in excess of twelve (12) months;

(d) An Employee, who fails to notify the Employer within three (3) working days of receipt of being notified to report to work following a layoff, stating whether or not he will return, shall be deemed to have terminated his services;

(e) Promotion to an out-of-scope position for a period longer than sixty (60) working days in any calendar year unless both Parties agree to an extension. The Employee shall not accrue seniority while performing an out-of-scope position, unless the Employee is covering for vacation, not to exceed fifteen (15) working days at any one (1) time or sick time;

(f) Transfer or promotion to a posted term position outside the bargaining unit.

7.02 Seniority shall not accrue during periods while on layoff, in receipt of long term disability benefits or on an unpaid leave of absence in excess of thirty (30) calendar days.

7.03 In the case of probationary Employees, seniority shall be established from the date when he first entered the service of the Employer, and will remain established at that date if the Employee successfully completes the probationary period.

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

7.05 On becoming a Permanent Employee an Employee who has worked in the same classification as a Temporary Employee will have all hours so worked as a Temporary Employee in the same classification applied to their probation period as defined in Article 2.05.

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

(a) Dismissal for just cause;

(b) Voluntary resignation;

(c) Continuous layoff due to lack of work for a period in excess of twelve (12) months;

(d) An Employee who fails to notify the Employer within three (3) working days of receipt of being notified to report to work following a layoff, staring whether or not he will return, shall be deemed to have terminated his services;

(e) Refusal to work when called except as follows:

(i) not qualified for the work being called in for;

(ii) entitled to their scheduled days off;

(iii) given no less than forty-eight (48) hours' notice unless Employee agrees.

7.07 An updated seniority list shall be posted the 1st of January and the 1st of July of each year, with a copy to the Union.

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

8.01 When increasing staff, Permanent Employees laid off on account of reduction of stall shall be returned to service in order of seniority, ability and qualifications being sufficient to perform the duties required for the position to be filled.

8.02 Lay-offs shall occur in reverse order of seniority within the department affected by the lay-off, that is, the least senior Permanent Employee shall be the first Permanent Employee laid off within the department, provided that the remaining Permanent Employees have the required knowledge, abilities and skills to perform the remaining work. In the event of a lay-off, the Employer will have the final decision as to which Permanent Employees have the required knowledge, abilities and skills to perform the remaining work.

8.03 The bumping procedure is recognized and accepted by the Employer; therefore, providing the Employee being laid off is qualified, he shall be permitted to bump a less senior Employee.

8.04 The onus and responsibility for bumping shall rest on the Employee who shall notify the Employer. The Employer shall notify the Union and affected Employees.

8.05 An Employee bumping into a job shall be prepared to demonstrate competence in performing specific and pre-determined duties of the position to be assumed. Where the Employer requires an Employee to demonstrate competence, the Employee shall be given written notification within seven (7) working days of assuming the position. Such notification shall set forth exactly what skills will be tested. This test must be conducted not later than twenty (20) working days from the written notification.

8.06 When a vacancy occurs, or a new position is created, it shall be posted on all bulletin boards for a minimum of five (5) working days prior to closing. Copies of all postings shall be mailed to the Secretary of the Union and/or designate. All postings shall contain the necessary requirements and qualifications. The Union acknowledges the Employer's right to determine when any position shall be posted and, therefore, where a position will not be filled the Employer shall so notify the Union, in writing, within ten (10) working days of the vacancy occurring. All internal applicants shall be considered first before the position is posted externally.

8.07 Job postings shall be filled by Employees on the basis of seniority, ability and qualifications being sufficient. An Employee awarded a posted position shall be in a trial period pursuant to Article 2.09.

Within the trial period, and a time mutually acceptable to this Employee and his immediate Supervisor, he shall be prepared to demonstrate competence in performing the specific and predetermined duties of the new position. If an Employee is asked to demonstrate competence, the Employee shall be advised, in writing at least five (5) working days prior, exactly what skills shall be tested.

8.08 Temporary work assignments covering absences of Permanent Employees of up to fifteen (15) working days will be appointed by the Employer, in writing, without the need to post the position. When the Employee is assigned the temporary position described above, and the position pays a higher rate of pay, the Employee shall receive the higher rate of pay for all hours worked in said position. Such temporary work assignments shall be filled by qualified Permanent Employees, subject to operational requirements, on the basis of seniority.

8.09 In the case of job opportunities requiring higher qualifications than those held by any interested Employees, Management agrees to consider a senior Employee willing to undertake adequate training for a promotion providing the deficiency is a trainable qualification. This Article will also have application to an Employee who is laid off pursuant to Article 8.02. Any such Employee filling the position in this scenario will be given a trial period in accordance with Article 2.10. Trainable qualifications are deemed to be those that can be obtained within a sixty (60) day trial period, and excludes degrees, diplomas, certifications and any other accreditation that exceeds the time period. Management may at their discretion permit qualifications to be undertaken that exceed the sixty (60) day period.

8.10 Within seven (7) calendar days the Union shall be notified of all promotions, hiring, layoffs, transfers, recalls, resignations, retirements, deaths, or other termination of employment.

8.11 The Employer will maintain a system of on-the-job training. Mandatory training that is a requirement for the Employee will be provided by the Employer. Optional training or

professional development will be at the discretion of the Employer, not to be unreasonably denied.

8.12 A newly hired Employee shall serve a Probationary Period as defined in Article 2.06 of the Collective Agreement. Should the Employer determine that an extension of the Probationary Period is required, such extension shall be communicated to the Employee in question, at least five (5) days prior to the completion of the Probationary Period. The extension of the Probationary Period shall not exceed sixty (60) working days with consultation and mutual agreement of the Union. The employment of the Probationary Employee whose Probationary Period has been extended for the additional 60 days may be terminated within that 60 working day period, without recourse to the Grievance Procedure.

8.13 When the Employer is considering the introduction of technological change:

(a) The Employer agrees to notify the Union as far as possible in advance of their intentions, and to update the information provided as new developments arise and modifications are made;

(b) The foregoing notwithstanding, the Employer shall provide the Union at least one hundred and twenty (120) working days before the introduction of a technological change that affects the level of manpower, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects on Employees.

ARTICLE 9: HOURS OF WORK

9.01 The standard work week, together with the hours of work per day, may be varied upon mutual agreement between the Employer and the Union.

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

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

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

9.04 (a) Community Service Operators:

Community Service Operator hours of work for the period of May 1st to August 15th shall be based on the standard work week as set out in Article 9.02 above. Casual Employees may be hired to work outside regular hours of work in May and June of each year. For the period of August 16th to April 30th, the operation of many Recreation Facilities shall be on a seven (7) day basis, with normal hours of work and shifts scheduled by the Employer.

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

(i) In respect to the number of Employees within the Parks Department, it is agreed that a minimum of three (3) people will be compensated at the Community Services Operator rate.

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

(ii) Community Services Operators performing scheduled inspections of arena (arena checks) shall be reimbursed at one (1) hour regular rate of pay/straight time per inspection. Unscheduled call outs will be reimbursed at the appropriate overtime rate in accordance with the Collective Agreement. Time off in lieu for arena checks may be banked to a maximum of eighty (80) hours per year in any combination of Article 10.03, and this Article; and the total hours banked in one (1) year by an Employee performing arena checks cannot exceed eight (80) hours in any case.

(iii) The Employer agrees to:

1. Post the schedules no later than Wednesday of the preceding work week;

2. Schedules to rotate between days and evenings as equally as possible;

3. Provide forty-eight (48) hours' notice of shift changes, unless mutually agreed;

4. Permanent Employees shall receive their preferred shifts over Temporary and Casual Employees;

5. Employees shall receive one (1) consecutive Saturday and Sunday off per pay period as well as two (2) additional consecutive days off in the same pay period;

6. Shifts will be distributed as equally as possible including rotation between days and evenings.

(b) Sewer & Water Plant Operators: The operation of the Sewer and Water Plants shall be on a seven (7) day basis with shifts scheduled by the Employer. Employees in this department shall have two (2) consecutive weekends off, and in the third week the two (2) days off shall be consecutive. If changes in Provincial legislation or regulations affect the Employer's staff requirements at the Water or Waste Water Treatment Plants, the Employer and the Union will meet to amend the above schedule as required.

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

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

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

9.05 Should the Employer request the Employees to work any shift other than established in Articles 9.02 to 9.04, then the Employee shall be paid eight (8) hours of pay for seven (7) hours work, except in the case of a Recreation Facility Employee where he shall be paid nine (9) hours regular pay for eight (8) hours of work.

General

9.06 Permanent Employees whose standard work week includes work on Saturday and/or Sunday shall be paid one (1) extra hours pay for each Saturday and/or Sunday of work, provided no other premium is being paid.

9.07 (a) Permanent Employees with shifts commencing before 7:00 a.m. or extending past 6:00 p.m. shall be paid one extra hour's pay provided no other premium is being paid.

(b) Employees with shifts extending past Midnight shall be paid one extra hour's pay provided no other premium is being paid.

9.08 In the event of an Employee reporting for work on any day and being sent home before commencing work, he shall be paid for two (2) hours at regular rate.

9.09 All Employees shall be allowed a fifteen (15) minutes rest period in each half of the shift with pay; the time and place to be decided by the immediate Supervisor. Rest periods will not be scheduled in conjunction with meal periods, starting time, and quitting time or taken together except by mutual agreement of the Employee and the immediate Supervisor.

9.10 Electrical Division, Water/Sewer Division and Operations Department Standby:

(a) Employees are required, by appropriate department, on an individual basis, to be on call every third (3rd) week, or as mutually agreed upon. Employees will be required to have provided one (1) year of service to the Employer prior to being placed on the standby schedule.

(b) On-call is restricted to non-regularly scheduled hours of work.

(c) Remuneration for standby will be provided on the following basis:

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

An Employee required to be on standby on a Statutory Holiday shall be remunerated on the basis of two (2) hours straight time per day at the

appropriate rate (Electrician II rate, Utility Operator II rate or the Leadhand rate) set out in Article 23 in addition to the weekly standby rate (i.e. a total of 3.6 hour pay for a week day Statutory Holiday and 4 hours for a weekend Statutory Holiday).

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

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

9.11 Utility Operator, Community Peace Officer, Recreation Department

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

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

ARTICLE 10: OVERTIME

10.01 Overtime in excess of the Employee's regular shift shall be paid at time and one-half (1½) for the first two (2) hours, and double (x2) time thereafter.

10.02 The Employer agrees to distribute overtime as equitably as possible between the Employees, with Permanent Employees being given first opportunity for all-outs or scheduled overtime. Overtime required for any states of local emergency or activation of the Emergency Operations Centre or Emergency Command Centre will be distributed first to Employees that have either been provided with positions in the Emergency Operations Centre or Emergency Command Centre or required due to their areas of expertise. All other overtime will be distributed as equitably as possible between Employees, with Permanent Employees being given first opportunity for call outs or scheduled overtime. Employees that work overtime in states of local emergency will receive overtime in accordance with Article 10 and will be paid their regular hourly rate if an emergency does fall within their regularly scheduled shift.

10.03 No Employee shall be required to take time off in lieu of overtime, but may do so at the applicable overtime rate. Full-time Employees may accumulate a total of ten (10) days per calendar year, and may take these days as work schedule permits. However, the balance of the overtime bank account as of the last pay period of the payroll year shall be paid out.

Banked time for all Permanent Part-time Employees shall be pro-rated according to the hours worked.

10.04 All overtime hours paid or taken in lieu shall be provided to CUPE after every second pay period.

10.05 Employees required to come back to work and complete minute-taking after departing the workplace from their regularly scheduled hours of work shall be paid an additional minimum of two (2) hours at the applicable overtime rate of pay. All additional hours worked will be paid at double time. Employees asked to take minutes that extend beyond their regularly scheduled shift will receive overtime at the applicable rate for their time worked and will not be eligible for the two (2) hour minimum payment.

10.06 Where it is mutually agreed that the Employer will send an Employee to a professional development course and/or conference, the cost of the professional development course and/or conference will be provided by the Employer and the Employee will not be eligible for overtime. If attendance at the professional development course and/or conference is required by the Employer, the Employee will be eligible for overtime.

10.07 Call outs shall be paid at double (x2) the regular rate of pay with guaranteed minimum of two (2) hours. Calls within two (2) hours of each other shall be considered one (1) call for the purpose of computing minimum pay for an Employee called out.

10.08 Employees required to work on their days off shall be paid at the rate of time and one-half (1½) for the first two (2) hours, and double (x2) time thereafter.

ARTICLE 11: STATUTORY & DECLARED HOLIDAYS

Named Holidays

11.01 The Employer recognizes the following as paid holidays:

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

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

11.02 Declared holidays will include all general holidays proclaimed by the Municipality of Crowsnest Pass, the Province of Alberta, and the Dominion of Canada.

11.03 No deduction in the wages or salaries of any Employee shall be made because of any of the above-mentioned Statutory or Declared Holidays occurring during regular work period.

11.04 (a) All Permanent and Temporary Employees must have worked at least thirty (30) working days during the twelve-month period prior to a Named Holiday in order to qualify for such a holiday with pay.

(b) Have worked his schedule shift immediately preceding and immediately following the Named Holiday except where the Employee is absent due to illness or an approved leave of absence.

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

11.06 If a Statutory or Declared Holiday falls on a Full-Time Employee's regular day off he shall be entitled to an extra day's pay for same, or be given a day off with pay, such day off to be arranged at the mutual convenience of both Parties.

11.07 If the Statutory Holiday occurs on a day that is not the Employee's regular scheduled day of work and the Employee is required to work, he shall be paid two (2) times his basis rate of pay for each hour worked.

11.09 If the Statutory Holiday occurs on an Employee's regularly scheduled day of work, and the Employee is required to work, he shall receive:

(a) two (2) times his basic rate of pay for all hours worked;

(b) for Permanent Full-Time Employees: a day off with pay within ninety (90) days or to the end of the year, whichever is later, to be taken at a time mutually agreed between the Employer and the Employee, paid at his basic rate of pay for full-time hours as per Article 5;

(c) For Permanent Part-Time Employees, a day off with pay to be taken within ninety (90) days or to the end of the year, whichever is later, at a time mutually agreed upon between the Employer and the Employee, equal to his regular wages earned during the nine(9) weeks preceding the week in which the Statutory Holiday occurs, divided by the number of days worked in that period.

11.10 Temporary and Casual Employees shall be paid two (2) times their basic rate of pay for all hours worked on a Statutory Holiday.

11.11 While:

(a) on layoff; or

(b) in receipt of compensation from the Workers' Compensation Board; or

(c) an unpaid absence during which he is in receipt of weekly Indemnity through the Long Term Disability Income Insurance Plan; or

(d) on other leaves of absence in excess of thirty (30) calendar days

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

(i) a day off with pay, or

(ii) payment in lieu thereof,

for the aforementioned Statutory Holidays.

ARTICLE 12: VACATIONS

12.01 The vacation schedule for Permanent Full-Time Employees shall be as follows:

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

12.02 (a) The Employer shall pay Casual Employees vacation pay at a rate of 5%.

(b) The Employee shall bank vacation pay at a rate of five percent (5%) for Temporary Employees, unless otherwise mutually agreed.

12.03 Where a paid holiday occurs within an Employee's annual vacation, the vacation day will not be charged to the paid holiday.

12.04 Vacation days may be scheduled and taken at any time during the calendar year. If an Employee's service be discontinued for any reason during the course of the year after

vacation has been taken, such vacation days shall be pro-rated and any unearned vacation shall be reimbursed to the Employer.

12.05 Employees will not be permitted to carry vacation entitlement into the year following the year when it is to be taken except if the Employee is receiving Long Term Disability or Workers' Compensation benefits. Where an Employee has failed to take his vacation entitlement or declare vacation entitlement within the timeframe set out herein, the Employer reserves the right to schedule the vacation for the Employee.

12.06 Employees are required to schedule at least seventy (70%) percent of their vacation allocation by March 31st of each year. At this time, vacations may be scheduled for up to December 31st. The remaining thirty (30%) percent must be scheduled by September 30th of that year. The employer will confirm in writing all holiday requests within two (2) weeks (March 31st and September 30th). Vacation time will be approved on the basis of seniority.

12.07 Vacation accumulation shall be pro-rated for any Employee who works less than 2080 hours for Outside Employees, or 1,820 for Inside Employees, per calendar year, except for time missed due to sick leave or Workers' Compensation leave. Vacation and statutory holidays shall be counted as working days.

12.08 It is understood that for the purposes of Article 12.01, regular earnings for Permanent Part-Time Employees shall include the regularly scheduled shifts with the Employer while they are taking vacation in accordance with Article 12.01.

12.09 Employees shall not accrue vacation days while:

(a) on layoff; or

(b) an unpaid absence during which he is in receipt of weekly Indemnity through the Long Term Disability Income Insurance Plan; or

(c) on other leaves of absence in excess of thirty (30) calendar days.

12.10 Operations staff who are off on vacation at Christmas and are willing to come back to assist with plowing on an as-needed basis without additional penalties, may carry over their forfeited vacation days until April 30 of the following year.

12.11 In relation to vacation days requested after March 31st, a minimum of seven (7) calendar days' working notice is to be given to the Employee's supervisor in writing. The Employer shall respond to such requests for absences from work within five (5) calendar days of the request being made by the Employee.

ARTICLE 13: SICKNESS BENEFITS

13.01 (a) Permanent Full-Time Employees hired before July 1, 2008 (as Permanent Employees) shall receive two (2) days sick leave for each month of employment, up to a total accumulation of one hundred and twenty (120) working days. Permanent Full-Time Employees hired after July 1, 2008 (as Permanent Employees), shall receive one and one-half (1½) days sick leave for each month of employment, up to a total accumulation of one hundred and twenty (120) working days. Any Employee on sick leave shall be paid for the period of such leave at his regular rate of pay on the same basis as though he was working, and the number of days thus paid for shall be deducted from his sick leave credits.

(b) Permanent Part-Time Employees shall accumulate sick leave on a pro rate basis calculated on hours worked as compared to Full-Time Employees.

13.02 An Employee absent due to illness shall be required to provide a medical certificate for any absence in excess of three (3) working days. Such certificate must be provided on return to work and shall cover all working days absent. In cases of lengthy illness, the Employer may call for a physician's report from time to time, as it deems necessary. Where the Employer has reason to doubt the justification for absence, the Employee after written notification, shall be required to provide a doctor's certificate for all absences due to illness. Such notification shall extend for a period of six (6) months from the date of notification.

13.03 In the event the Employee does not provide the required certificate as set out in Article 13.02, then the Employee may be requested to terminate his/her employment with the Employer or not be paid any wages for the period of absence. Where an Employee is absent due to illness on either the last working day prior to, or the first working day following a Statutory Holiday, the Employee, in order to qualify for payment on the holiday, must provide a doctor's certificate attesting that the Employee was unable to work due to illness.

13.04 Sick leave without pay shall be granted to a Permanent Employee who has run out of sick leave accumulation.

13.05 For the purpose of this Article, sickness shall include complication of pregnancy and injury, other than accidental injury, arising out of and in the course of employment by the Employer.

13.06 Upon death (after five [5] years of service) or retirement (after ten [10] year of service) fifty percent (50%) of accumulated sick pay shall be payable upon retirement, in accordance with the Local Authorities Pension Plan, to the Employee or beneficiary.

13.07 The Employee's immediate Supervisor shall be notified of an Employee's illness prior to the commencement of the day's work on the first day of illness or lose the first day's pay. Exceptions to this rule may be made under extenuating circumstances.

13.08 In cases where the Employee is absent for more than ten (10) consecutive working days the Employer may request a second medical opinion.

13.09 Sick leave credits shall not accrue during periods of illness or injury, layoff or leave of absence in excess of one (1) month.

13.10 Sick leave means the period of time a Permanent Employee is absent from work with pay due to sickness or injury that does not come under the provisions of the Workers' Compensation Act.

13.11 (a) All Permanent Full-Time Employees shall receive long-term disability coverage. The Employer will administer the enrolment and remittance of the bi-weekly payroll deduction. The Employees agree to pay, by bi-weekly premium deductions, one hundred percent (100%) of the premium costs towards a plan.

(b) All Permanent Part-Time Employees working more than twenty (20) hours per week may participate in the benefits program on a pro rate basis.

ARTICLE 14: LEAVE OF ABSENCE

14.01 Leave of absence will be granted to any Employee by mutual agreement for just cause without loss of seniority, and provided all vacation and banked time is used up.

14.02 For leave of absence of three (3) days duration or less, a minimum notice of forty-eight (48) hours given to the Employee's Supervisor in writing is required.

14.03 For leave of absence longer than three (3) days, minimum notice of ten (10) working days (or two [2] calendar weeks) given in writing to the Employee's Supervisor is required.

14.04 Irrespective of the foregoing, the Employer agrees that leave of absence without pay and without loss of seniority shall be granted to any designated Employee for the conducting of Union business at large. Any Employee engaged in Union activity during their regularly scheduled shift, including representation for purpose of discipline, attending to speak to Management on an Employee's behalf or to meet with Union members, shall submit a Union Request Leave form to the Supervisor, with as much notice as is feasible, indicating the approximate time off requested. An Employee granted any leave for Union business shall continue to be paid by the Employer, and subsequently, the Union shall reimburse the Employer for time and benefits, including pension, as well as mileage in Municipal vehicles. Exceptions for requesting a leave for Union business include disciplinary meetings, grievance meetings, Joint Occupational

Health & Safety Committee, Labour/Management Committee meetings or any other meetings approved by the Employer. Details of these absences are to be recorded on the Employee's time sheets.

14.05 Where leave of absence without pay for Union business is approved, the Employer agrees to continue payment of regular wages to said Employee during such leave. The Union agrees to reimburse the Employer for any wages and benefit costs, including pension, upon being invoiced by the Employer.

ARTICLE 15: COMPASSIONATE LEAVE

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

Child/Stepchild	Spouse/Common-law Spouse
Parent/Step Parent	Brother/Sister
Mother in law/Father in law	Brother in law/Sister in Law

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

Grandchild	Grandparent
Aunt/Uncle	Niece/Nephew

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

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

Child/Stepchild	Spouse/Common-law Spouse
Parent/Step Parent	Brother/Sister

ARTICLE 16: COMPENSATION

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

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

work due to an accident within the Workers' Compensation Act. An Employee shall only receive their basic pay to the extent that sick leave credits can be deducted from the Employee's sick bank.

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

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

The Employee shall immediately notify the Employer of any work-related incident or injury.

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

ARTICLE 17: MEDICAL COVERAGE

17.01 The Blue Cross Plan will provide direct billing of prescriptions drugs at twenty percent (20%) Employee and eighty percent (80%) Employer paid directly applied to Blue Cross for payment.

17.02 The Employer agrees to cover all Permanent Full-Time Employees and pay one hundred percent (100%) of the necessary premiums for Alberta Health Care Insurance Plan and Alberta Blue Cross.

17.03 The Employer agrees to cover all Permanent Full-Time Employees under the Group Insurance Plan and pay one hundred percent (100%) of the premiums.

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

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

BENEFIT	QUALIFYING HOURS	
Alberta Health Care & Alberta Blue Cross	Inside Employees	1820
	Outside Employees	2080

Eligibility is subject to the requirements of Alberta Blue Cross.

17.06 The Employer will provide a Health and Wellness Spending Account for all Permanent Employees in the amount of Five Hundred and Fifty Dollars ($550.00) per year. The Permanent Employees are to provide receipts in order to be reimbursed with such reimbursement to be made within seven (7) days of November 30th of each year.

17.07 All Permanent Part-time Employees working more than 24 hours per week may participate in medical coverage pursuant to Article 17.01 through Article 17.05 on a pro rata basis.

17.08 The Employer will contribute a matching amount of five percent (5%) of basic rate of pay earnings for each eligible Temporary Employee to a Registered Retirement Saving Plan held in the Employee's name. Employee contributions will be made by bi-weekly payroll deduction.

17.09 The Employer reserves the right to change plans and insurance with notification to the Union, provided the level of coverage does not fall below current levels.

ARTICLE 18: PENSION

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

ARTICLE 19: HEALTH & SAFETY

19.01 The Employee shall immediately notify the Employer of any work-related incident or injury.

19.02 Careful observance of safety regulations, the proper use of safety equipment, and adherence to safe work methods is required by all Employees. The Union and the Employer shall cooperate in promoting and improving rules and practices, which promote an occupational environment, which will provide protection from factors adverse to Employee health and safety.

19.03 The Employer shall make reasonable provision for the safety and health of all Employees during the hours of their employment, and provide protective devices, safety vests, and other equipment necessary to protect the Employees properly from injury and illness.

19.04 The Employer agrees to provide and maintain suitable first aid equipment on all job sites, and in all vehicles as required by the *Occupational Health & Safety Act*.

19.05 A Health & Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two (2) members representing each. The Health & Safety Committee shall hold meetings every two (2) months (except July and August), or as requested by either party for jointly considering monitoring, inspecting, investigating and reviewing health and safety conditions and practices, and to improve existing health and safety conditions and

practices. Minutes shall be taken of all meetings, and copies shall be sent to both the Employer and the Union.

19.06 Notwithstanding the foregoing, the Union or any Employee may, at any time, bring to the attention of the Employer any suggestions regarding safety and health, and such matters shall be subject to negotiations between the Employer and the Union.

19.07 Notwithstanding any of the foregoing, the Employer may for reasons of public safety in the performance of their duties require an Employee to undergo an independent medical examination by a specialist in a field related to the area of concern.

19.08 Effective January 1, 2010, the Employer shall provide a Safety Glass Allowance of Two Hundred and Fifty ($250.00) dollars per year to each Permanent Employee that is required to wear safety glasses, for the purchase of prescription safety glasses.

ARTICLE 20: CLOTHING & EQUIPMENT

20.01 (a) All Employees will be supplied with coveralls suitable to the work being performed, and safety boots at a cost of three hundred dollars ($300.00) every second year upon submission of a receipt. A committee of Union and Management shall meet as necessary to discuss the type and quality of this safety equipment. Such clothing will remain the property of the Employee except that if replacements are required more than twice a year the Employee must return the worn clothing to the Employer.

(b) Each Employee shall receive work gloves at no cost to the Employee. These gloves will be obtained by trading in their used gloves for a new pair at the Warehouse when the gloves wear out.

(c) All Permanent Outside Employees will be supplied with one (1) reflective safety jacket with a replacement jacket being provided by trading in the used jacket when it is no longer suitable for use.

20.02 Similarly, for electrical crewmembers, two pairs of leather gauntlet gloves per year will be provided to each Employee, with the gloves becoming the property of the Employee.

20.03 Community Peace Officer The Employer shall provide, clean and maintain one (1) summer and one (1) winter uniform.

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

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

20.04 Permanent office Employees will be entitled to a maximum of one hundred and fifty dollars ($150.00) per year for clothing allowance with receipts.

20.05 a) Certified Journeymen Electricians and Plumbers shall receive an annual tool allowance of up to four hundred dollars ($400.00) upon submission of receipts.

b) Certified Journeymen Mechanics shall receive an annual tool allowance of up to six hundred dollars ($600.00) upon submission of receipts.

ARTICLE 21: GENERAL

21.01 The Employer agrees to allow the Union to erect a bulletin board in the Municipal shops and offices for the purpose of posting notices of interest to the Union.

21.02 Travel rates paid to any Employee agreeing to use his/her own vehicle for Municipal business shall be equal to that paid to Council. Said rate is subject to change from time to time. Employees consenting to use their personal vehicle are responsible for ensuring adequate insurance coverage on their policy to compensate for work purposes.

21.03 The Employer agrees to provide a locker for each Outside & Recreation Permanent Employee.

21.04 The Union agrees that any person hired by the Employer pursuant to applications under STEP, ACE, SEED, Canada Works, Pre-Apprenticeship or similar programs, will not come under the provisions of this Agreement. The Employer agrees that any person employed in such programs will not perform work of the bargaining unit. Further, the Employer agrees that during the employment of any person in the aforementioned programs, no member of the Union will be subject to layoff as a result of these programs.

For the months of April through August, the above students shall be permitted to carry out the following responsibilities, between 7AM – 4:30 PM, Monday – Friday, with no change in the rate of pay:

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

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

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

21.06 No Discrimination or Harassment

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

(b) Harassment includes personal, sexual or workplace harassment, coming from unwelcome physical, verbal or non-verbal conduct that demeans, belittles or causes personal humiliation or embarrassment.

21.07 The Employer agrees to maintain three (3) Leadhand positions at all times.

21.08 The Employer agrees that the number of Temporary and Casual Employees shall not exceed twenty-two and a half percent (22.5%) of the permanent workforce, unless otherwise mutually agreed. This would exclude the replacement of permanent workers on sick leave for longer than five (5) days.

21.09 The Employer shall continue to place job postings for both Equipment and Utility Operator I positions. Equipment and Utility Operator I positions shall be promoted to Operator II respectively based on Employer evaluations. Knowledge, performance and qualifications shall be a factor. Job postings for both Equipment and Utility Operator II positions shall no longer be required.

ARTICLE 22: PAYMENT OF WAGES

22.01 Employees shall be paid on a bi-weekly basis.

22.02 The principle of equal pay for equal work shall apply regardless of gender.

22.03 On each pay the Employer shall provide to each Employee an itemized statement setting forth the total number of hours worked by the Employee during the immediately preceding pay period, the rate of wages applicable, all deductions made, the purpose for such deductions, the total amount actually paid, and such other information as may from time to time be agreed upon by the Parties to this Agreement.

22.04 Probationary Employees will earn 90% of the job rate.

ARTICLE 23: WAGES (Retroactive to January 1, 2015)

		Wages effective January 1 of each year				
Bands	Position	2014	2015-1%	2016-2%	2017-2.5%	2018-3%
101-130	Blank Band	$22.95	$23.18	$23.64	$24.23	$24.96
131-160	Clerk I Temporary Labourer I Temporary	$24.16	$24.40	$24.89	$25.51	$26.28
191-220	Accounting Clerk I Community Services Operator Building Maintenance Technician I Bus Driver Department Clerk Steno – Finance and Corporate Services Electrician Helper (Empty) Equipment Operator I Human Resources Clerk (Empty) Labourer II (Empty) Utilities Clerk	$27.17	$27.44	$27.99	$28.69	$29.55
221-250	Community Services Operator II Department Clerk Steno Planning, Engineering and Operations Department Clerk Steno – Protective and Community Services Equipment Operator II Utility Operator I	$28.18	$28.46	$29.03	$29.76	$30.65
251-280	Accounting Clerk II Building Maintenance Technician II FCSS Programmer Community Services Programmer Equipment Operator III Licensed Weed Applicator (Empty) Health and Safety/Risk Management Officer Interdepartmental Clerk (Empty) Taxation Clerk	$29.66	$29.96	$30.56	$31.32	$32.26
281-300	Accounting Clerk III Community Peace Officer Community Services Leadhand Public Works Leadhand Tangible Assets Clerk Legislative Clerk Warehouse Operator	$32.63	$32.96	$33.62	$34.46	$35.49
301-315	Plumbing Inspector Journeyman (Empty) Electrician II Journeyman Utility Operator II Power Lineman/Electrician Development Officer Agricultural Fieldman Mechanic Journeyman	$34.27	$34.61	$35.30	$36.19	$37.27

		Wages effective January 1 of each year				
Bands	Position	2014	2015-1%	2016-2%	2017-2.5%	2018-3%
316-340	Electrician SCO Plumbing Inspector SCO Building Inspector SCO	$37.70	$38.08	$38.84	$39.81	$41.00
341-370	Electrical Leadhand	$39.58	$39.98	$40.78	$41.79	$43.05
371-400	Blank Band	$41.56	$41.98	$42.82	$43.89	$45.20

Probationary Employees will earn 90% of the job rate.

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

ARTICLE 24: PERSONAL LEAVE

24.01 Each Permanent Employee is allowed five (5) working days per year for Personal Leave which must be deducted from the Employee's accumulated sick leave. Personal Days are to be used for non-sick, non-vacation related activities such as non-medical appointments, children's appointments, moving day, repair visits, funeral services, etc.

ARTICLE 25: RETIREE BENEFITS

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

ARTICLE 26: JURY & WITNESS DUTY

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

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

ARTICLE 27: LABOUR/MANAGEMENT COMMITTEE

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

ARTICLE 28: TERM OF AGREEMENT

28.01 This Agreement shall remain in full force and effect from January 1, 2015 to December 31, 2018 and from year to year thereafter unless either party to this Agreement is given notice, in writing, by the other party to amend or terminate this Agreement not less than sixty (60) days or more than one hundred and twenty (120) days prior to the expiry of this Agreement.

ARTICLE 29 –REVISED AS PER ATTACHED DOCUMENTS

Dated this 18 **day of** January **2016.**

[redacted]

LETTER OF UNDERSTANDING "1"

BETWEEN

THE MUNICIPALITY OF CROWSNEST PASS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 812

Re: Agricultural Fieldman

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

[redacted]

LETTER OF UNDERSTANDING "2"
BETWEEN

THE MUNICIPALITY OF CROWSNEST PASS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 812

Re: Compressed Work Weeks

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

1. In relation to street sweeping operations, for a six week time period in the Spring of each year of the term of the Collective Agreement, the hours on the schedule will be set on a rotating basis to accommodate one man for a 10-hour shift for 4 days per week;

2. For the time period of December 1 through to March 31, when weather and road conditions require, the parties agree to set the hours and schedule on a rotating basis to accommodate 10 hour shifts for 4 days per week.

[redacted]

LETTER OF UNDERSTANDING #3
BETWEEN

THE MUNICIPALITY OF CROWSNESTE PASS
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 812

Re: Bus Driver (Town Rounder) Position

After a review of the Municipality's needs for Bus Driver services, the following has been agreed to between the parties:

1. The Regular Hours of Work for the Bus Driver position will be:
   - Mondays and Wednesdays: 7:00am – 12:00pm and 3:00pm – 5:00pm
   - Tuesdays, Thursdays and Fridays: 7:00am – 5:00pm

2. There will be weekly and seasonal reductions in the amount of work required for the Bus Driver, but this will not reduce the Bus Driver's compensation outlined herein.

3. In consideration of 1 and 2 herein, the Bus Driver position will be compensated at 40 hours per week of regular pay, and 2 hours per week at time and one-half (1.5).

4. Overtime outside of the Regular Hours of Work will be governed by Article 10 of this Collective Agreement.

5. The Bus Driver will be a permanent full-time position and subject to those applicable terms and conditions in this Collective Agreement.

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

[redacted]

LETTER OF UNDERSTANDING #4

BETWEEN

THE MUNICIPALITY OF CROWSNEST PASS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 812

Re: CUPE Local 812 Social Fund

The parties agree that each full time regular member of CUPE Local 812, Municipality of Crowsnest Pass will have one dollar ($1.00) deducted from each pay period to be forwarded to the Secretary-Treasurer of Local 812 for the Local's social fund.

Signed on "April 19th, 2013.

[redacted]

LETTER OF UNDERSTANDING #5

BETWEEN

THE MUNICIPALITY OF CROWSNEST PASS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 812

Re: Lead Hand Positions

It is agreed and understood between the Parties:

1. The wages of those Employees who are in Lead Hand positions as of July 9, 2015, will be red-circled in the event that their Lead Hand position is eliminated.

[redacted]

LETTER OF UNDERSTANDING #6

BETWEEN

THE MUNICIPALITY OF CROWSNEST PASS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 812

Re: Article 9.04(a) Hours of Work – Community Service Operators

Notwithstanding that the Employer and the Union differ on the interpretation of Article 9.04(a) Hours of Work – Community Services Operators, the following attached schedules have been agreed-to between the Parties.

1) Parks and Recreation Facilities Staff Schedule:
   February 6 to April 8, 2016

2) Parks and Recreation Facilities Staff Schedule: Typical Fall Schedule.

[redacted]

PARKS & REC FACILITIES STAF CHEDULE: FEBRUARY 6 - APRIL 8

	[illegible]	Frank	Brent	Lita	Mitch	Sam	Max
6	[illegible]	OFF	OFF	8:00am - 4:00pm (8) SC	10:00am - 2:00pm (4) MDM	OFF	OFF
7	[illegible]	OFF	OFF	8:30am - 4:30pm (8) SC	4:00 - 11:00pm (7) SC	OFF	OFF
8	[illegible]	2:15 - 10:15pm (8) MDM	3:00 - 11:00pm (8) SC	OFF	4:00 - 9:00pm (5) ASMA	7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
9	[illegible]	1:15 - 9:15pm (8) SC	1:00 - 9:00pm (8) MDM/ASMA	OFF	11:30am - 1:30pm (3) ASMA	11:30am-1:30pm (3) BANK + (5)	7:00am - 3:30pm GEN/BM (8)
10	[illegible]	2:30 - 10:30pm (8) SC	1:00 - 9:00pm (8) GEN/ASMA	12:30 - 8:30pm (8) MDM	11:30am - 2:30pm (3) SC	BANK (8)	7:00am - 3:30pm GEN/BM (8)
11	[illegible]	2:30 - 10:30pm (8) SC	12:00pm - 8.00pm (8) GEN/ASMA	7:00am - 3:00pm (8) GEN	OFF	7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
12	[illegible]	7:00am - 3:00pm (8) ASMA/GEN	7:00am - 3:00pm (8) GEN	8:30am - 4:30pm (8) GEN/MDM	OFF	7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
	[illegible]	40	40	40	22	40	40
13	[illegible]	8:15am - 5:15pm SC (8)	OFF	OFF	10:15am - 1:45pm (3.5) MDM	OFF	OFF
14	[illegible]	9:00am - 5:00pm SC (8)	OFF	OFF	OFF	OFF	OFF
15	[illegible]	STAT (8)	STAT (8)	STAT (8)	OFF	7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
16	[illegible]	OFF	2:00 - 10:00pm (8) SC	7:00am - 3:00pm (8) GEN	OFF	7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
17	[illegible]	OFF	2:00 - 10:00pm (8) SC	7:00am - 3:00pm (8) GEN	OFF	7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
18	[illegible]	7:00am - 3.00pm (8) GEN	2:00 - 10:00pm (8) SC	7:00am - 3:00pm (8) GEN	OFF	7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
19	[illegible]	7:00am - 3:00pm (8) GEN	2:00 - 10:00pm (8) SC	7:00am - 3:00pm (8) GEN	OFF	7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
	[illegible]	40	40	40	3.5	40	40
20	[illegible]	OFF	2:00-10:00pm (8) SC	OFF	OFF	OFF	OFF
21	[illegible]	OFF	2:30-10:30pm (8) SC	OFF	9:00am - 2:45pm (5.75) SC	OFF	OFF
22	[illegible]	2:00 - 10:00pm (8) SC	2:30 - 10:30pm (8) MDM/ASMA	BANK (1) + 8am-3pm (7) GEN	OFF	7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
23	[illegible]	2:00 - 10:00pm (8) SC	OFF	11:00 - 9:00pm (8) MDM/ASMA		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
24	[illegible]	2:00 - 10:00pm (8) SC	OFF	1:30 - 9:30pm (8) MDM/ASMA		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
25	[illegible]	2:00 - 10:00pm (8) SC	7:00am - 3:00pm (8) GEN	1:00 - 9:00pm (8) MDM/ASMA	OFF	7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
26	[illegible]	7:00am - 3:00pm (8) GEN	9:00am - 5:00pm (8) GEN/ASMA	2:00-10:00pm (8) SC	OFF	7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
	[illegible]	40	40	40	5.75 + 7	40	40
27	[illegible]	7:00am - 3:00pm (8) SC	OFF	OFF		OFF	OFF
28	[illegible]	7:00am - 3:00pm (8) SC	OFF	OFF		OFF	OFF
29	[illegible]	7:00am - 3:00pm (8) GEN	1:00 - 9:00pm (8) MDM/ASMA	2:00 - 10:00pm (8) SC		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
1	[illegible]	OFF	1:00 - 9:00pm (8) MDM/ASMA	2:00 - 10:00pm (8) SC	Coverage as needed	7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
2	[illegible]	OFF	1:00 - 9:00pm (8) MDM/ASMA	2:00 - 10:00pm (8) SC		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
3	[illegible]	7:00am - 3:00pm (8) GEN	1:00 - 9:00pm (8) MDM/ASMA	2:00 - 10:00pm (8) SC		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
4	[illegible]	7:00am - 3:00pm (8) GEN	7:00am - 3:00pm (8) GEN	2:00 - 10:00pm (8) SC		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
	[illegible]	40	40	40	17	40	40
5	[illegible]	OFF	7:00am - 3:00pm (8) SC	2:00 - 10:00pm (8) SC		OFF	OFF
6	[illegible]	OFF	7:00am - 3:00pm (8) SC	2:00 - 10:00pm (8) SC		OFF	OFF
7	[illegible]	1:00 - 9:00pm (8) MDM/ASMA	7:00am - 3:00pm (8) GEN	OFF		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
8	[illegible]	1:00 - 9:00pm (8) MDM/ASMA	7:00am - 3:00pm (8) GEN	OFF	Coverage as needed	7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
9	[illegible]	1:00 - 9:00pm (8) MDM/ASMA	7:00am - 3:00pm (8) GEN	1:00 - 9:00pm (8) MDM/ASMA		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
10	[illegible]	1:00 - 9:00pm (8) MDM/ASMA	OFF	1:00 - 9:00pm (8) MDM/ASMA		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
11	[illegible]	7:00am - 3:00pm (8) GEN	OFF	7:00am - 3:00pm (8) GEN		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
	[illegible]	40	40	40	17	40	40
12	[illegible]	7:00am - 3:00pm (8) SC	OFF	OFF		OFF	OFF
13	[illegible]	7:00am - 3:00pm (8) SC	OFF	OFF		OFF	OFF
14	[illegible]	OFF	2:00-10:00pm (8) SC	7:00am - 3:00pm (8) GEN		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
15	[illegible]	OFF	2:00-10:00pm (8) SC	7:00am - 3:00pm (8) GEN	Coverage as needed	7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
16	[illegible]	7:00am - 3:00pm (8) GEN	2:00-10:00pm (8) SC	7:00am - 3:00pm (8) GEN		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
17	[illegible]	1:00 - 9:00pm (8) MDM/ASMA	2:00-10:00pm (8) SC	7:00am - 3:00pm (8) GEN		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
18	[illegible]	7:00am - 3:00pm (8) GEN	2:00-10:00pm (8) SC	7:00am - 3:00pm (8) GEN		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
	[illegible]	40	40	40	17	40	40
19	[illegible]	OFF	2:00-10:00pm (8) SC	7:00am - 3:00pm (8) SC	OFF	OFF	OFF
20	[illegible]	OFF	OFF	OFF	ICE REMOVAL WEEK	OFF	OFF
21	[illegible]	7:00am - 3:00pm (8) GEN	OFF	OFF	1:00 - 9:00pm (8) MDM/ASMA	7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
22	[illegible]	7:00am - 3:00pm (8) GEN	7:00am - 3:00pm (8) GEN	7:00am - 3:00pm (8) GEN	1:00 - 9:00pm (8) MDM/ASMA	7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
23	[illegible]	7:00am - 3:00pm (8) GEN	7:00am - 3:00pm (8) GEN	7:00am - 3:00pm (8) GEN	1:00 - 9:00pm (8) MDM/ASMA	7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)

PARKS & REC FACILITIES STAFF SCHEDULE: TYPICAL FALL SCHEDULE

Frank	Brent	Lita	Mike	Sam	Max
7:00am - 3:00pm (8) SC	OFF	OFF		OFF	OFF
7:00am - 3:00pm (8) SC	OFF	OFF		OFF	OFF
OFF	2:00 - 10:00pm (8) SC	1:00 - 9:00pm (8) MDM/ASMA		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
OFF	2:00 - 10:00pm (8) SC	1:00 - 9:00pm (8) MDM/ASMA		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
7:00am - 3:00pm (8) GEN	2:00 - 10:00pm (8) SC	1:00 - 9:00pm (8) MDM/ASMA		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
7:00am - 3:00pm (8) GEN	2:00 - 10:00pm (8) SC	1:00 - 9:00pm (8) MDM/ASMA		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
7:00am - 3:00pm (8) GEN	2:00 - 10:00pm (8) SC	7:00am - 3:00pm (8) GEN		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
40	40	40		40	40
OFF	OFF	7:00am - 3:00pm (8) SC		OFF	OFF
OFF	OFF	7:00am - 3:00pm (8) SC		OFF	OFF
2:00 - 10:00pm (8) SC	1:00 - 9:00pm (8) MDM/ASMA	OFF		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
2:00 - 10:00pm (8) SC	1:00 - 9:00pm (8) MDM/ASMA	OFF		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
2:00 - 10:00pm (8) SC	1:00 - 9:00pm (8) MDM/ASMA	7:00am - 3:00pm (8) GEN		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
2:00 - 10:00pm (8) SC	1:00 - 9:00pm (8) MDM/ASMA	7:00am - 3:00pm (8) GEN		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
2:00 - 10:00pm (8) SC	7:00am - 3:00pm (8) GEN	7:00am - 3:00pm (8) GEN		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
40	40	40		40	40
OFF	7:00am - 3:00pm (8) SC	OFF		OFF	OFF
OFF	7:00am - 3:00pm (8) SC	OFF		OFF	OFF
1:00 - 9:00pm (8) MDM/ASMA	OFF	2:00 - 10:00pm (8) SC		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
1:00 - 9:00pm (8) MDM/ASMA	OFF	2:00 - 10:00pm (8) SC		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
1:00 - 9:00pm (8) MDM/ASMA	7:00am - 3:00pm (8) GEN	2:00 - 10:00pm (8) SC		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
1:00 - 9:00pm (8) MDM/ASMA	7:00am - 3:00pm (8) GEN	2:00 - 10:00pm (8) SC		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
7:00am - 3:00pm (8) GEN	7:00am - 3:00pm (8) GEN	2:00 - 10:00pm (8) SC		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
40	40	40		40	40
7:00am - 3:00pm (8) SC	OFF	OFF		OFF	OFF
7:00am - 3:00pm (8) SC	OFF	OFF		OFF	OFF
OFF	2:00 - 10:00pm (8) SC	1:00 - 9:00pm (8) MDM/ASMA		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
OFF	2:00 - 10:00pm (8) SC	1:00 - 9:00pm (8) MDM/ASMA		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
7:00am - 3:00pm (8) GEN	2:00 - 10:00pm (8) SC	1:00 - 9:00pm (8) MDM/ASMA		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
7:00am - 3:00pm (8) GEN	2:00 - 10:00pm (8) SC	1:00 - 9:00pm (8) MDM/ASMA		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
7:00am - 3:00pm (8) GEN	2:00 - 10:00pm (8) SC	7:00am - 3:00pm (8) GEN		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
40	40	40		40	40
OFF	OFF	7:00am - 3:00pm (8) SC		OFF	OFF
OFF	OFF	7:00am - 3:00pm (8) SC		OFF	OFF
2:00 - 10:00pm (8) SC	1:00 - 9:00pm (8) MDM/ASMA	OFF		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
2:00 - 10:00pm (8) SC	1:00 - 9:00pm (8) MDM/ASMA	OFF		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
2:00 - 10:00pm (8) SC	1:00 - 9:00pm (8) MDM/ASMA	7:00am - 3:00pm (8) GEN		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
2:00 - 10:00pm (8) SC	1:00 - 9:00pm (8) MDM/ASMA	7:00am - 3:00pm (8) GEN		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
2:00 - 10:00pm (8) SC	7:00am - 3:00pm (8) GEN	7:00am - 3:00pm (8) GEN		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
40	40	40		40	40
OFF	7:00am - 3:00pm (8) SC	OFF		OFF	OFF
OFF	7:00am - 3:00pm (8) SC	OFF		OFF	OFF
1:00 - 9:00pm (8) MDM/ASMA	OFF	2:00 - 10:00pm (8) SC		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
1:00 - 9:00pm (8) MDM/ASMA	OFF	2:00 - 10:00pm (8) SC		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
1:00 - 9:00pm (8) MDM/ASMA	7:00am - 3:00pm (8) GEN	2:00 - 10:00pm (8) SC		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
1:00 - 9:00pm (8) MDM/ASMA	7:00am - 3:00pm (8) GEN	2:00 - 10:00pm (8) SC		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
7:00am - 3:00pm (8) GEN	7:00am - 3:00pm (8) GEN	2:00 - 10:00pm (8) SC		7:00am - 3:30pm GEN/SC (8)	7:00am - 3:30pm GEN/BM (8)
40	40	40		40	40

LETTER OF UNDERSTANDING #7

BETWEEN

THE MUNICIPALITY OF CROWSNEST PASS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 812

Re: Article 23: Wages

The Parties agree that the attached wage grid, which was revised February 11, 2016 based on Joint Job Evaluation Results and Appeal, shall replace the current Article 23: Wages in the Collective Agreement.

[redacted]

ARTICLE 23: WAGES (Retroactive to January 1, 2015)

Revised February 11, 2016 based on Joint Job Evaluation Results and Appeal

Bands	Position	2015-1%	2016-2%	2017-2.5%	2018-3%
< 100	Community Services Labourer				
101-130	Blank Band	$23.18	$23.64	$24.23	$24.96
131-160	Operations Labourer I	$24.40	$24.89	$25.51	$26.28
161-190	Clerk I Temporary	$25.68	$26.20	$26.85	$27.66
191-220	Accounting Clerk I (Empty) Community Services Operator I Community Services Building Maintenance I Electrician Helper (Empty) Equipment Operator I Human Resources Clerk (Empty) Labourer II (Empty) Utilities Clerk Receptionist Bus Driver	$27.44	$27.99	$28.69	$29.55
221-250	Community Services Operator II Equipment Operator II Utility Operator I Accounting Clerk II- Accounts Payable* Taxation Clerk* Community Services Administrative Assistant Administrative Assistant- Development, Engineering and Operations	$28.46	$29.03	$29.76	$30.65
251-280	Building Maintenance II Equipment Operator III Licensed Weed Applicator (Empty) Health and Safety/Risk Management Officer Interdepartmental Clerk (Empty) Document Management Clerk Community Peace Officer* Executive Assistant* Community Services Programmer FCSS Programmer	$29.96	$30.56	$31.32	$32.26
281-300	Community Services Leadhand Operations Leadhand Development Officer Power Linesman Accounting Clerk III Payroll Practitioner	$32.96	$33.62	$34.46	$35.49

LETTER OF UNDERSTANDING #8

BETWEEN

THE MUNICIPALITY OF CROWSNEST PASS

AND

LOCAL 812

Re: Bus Driver Position

The parties agree to repeal Letter of Understanding # 3 and replace with Letter of Understanding # 8. Based on the Introduction of the transit system, the following has been agreed to between the parties:

1. The Regular Hours of Work for the Bus Driver position will be:
   - Mondays and Tuesdays: 7:00am – 5:00 pm (9 hours)
   - Wednesday: 1:07 pm- 5:44 pm (4.5 hours)
   - Thursday and Fridays: 1:07 pm – 9:52 pm (with a 50 min lunch) (7.75 hours)

2. In consideration of 1, the Bus Driver is a permanent full-time position that works 36 hours per week and will be compensated with 36 hours of regular pay, and 1 hour of overtime for hours worked on Monday and Tuesday and 1 hour of shift differential for hours worked on Thursday and Friday.

3. Overtime outside of the Regular Hours of Work will be governed by Article 10 of this Collective Agreement.

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

5. Vacation, personal time, and hours permitted to bank will be pro-rated based on a 36 hour work week.

6. Should hours of work on the bus increase, the Full Time Bus Driver will have preference of day shift over other drivers.

7. The hours of work have dropped from 40 hours weekly to 36 hours based on the incumbent's preference of not working Wednesday evenings. Should that change, or new hours of work become available, the Employer will discuss reinstituting a 40 hour work week if it is feasible to do so and acceptable to the Employee.

[redacted]

LETTER OF UNDERSTANDING #9

BETWEEN

THE MUNICIPALITY OF CROWSNEST PASS

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 812

RE: Casual Employees

It is agreed and understood between the Parties:

A Casual Employee as defined by Article 2.02 shall be removed from the casual list where the Employee has not accepted a shift that has been offered in a one hundred and twenty (120) consecutive calendar day period unless the Casual Employee:

(a) Has been unavailable for a reason that has been communicated and deemed mutually acceptable to both the Employer and the Union during the 120-day period, or;

(b) Has been absent due to a workplace-compensable injury during the 120-day period.

[redacted]

JR:LRC/cope491
Aug 3 2018

LETTER OF UNDERSTANDING #10

BETWEEN

THE MUNICIPALITY OF CROWSNEST PASS

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 812

RE: Overtime for States of Local Emergency or Activation of Emergency Command Centre

---

It is agreed and understood between the Parties:

During States of Local Emergency or Activation of the Emergency Command Centre, the following procedure shall apply:

(a) Employees shall be notified of the State of Local Emergency via the Alberta Emergency Alert phone application. This notification shall be followed with an email to all staff.

(b) Following notification, Employees shall self-identify as soon as possible if they are available for overtime work with either their immediate Supervisor or the Operations Chiefs.

Overtime will be distributed equitably in accordance with Article 10.02 for those Employees that self-identify.

Dated: April 15, 2019

[redacted]

JR:LRC/cope491
Apr 11 2019

Appendices:

Job Classification Manual

Job Classification Questionnaire

Notice of Rating Form

Reconsideration Form

Appeal Form

Appeal Decision Form

Job Classification Maintenance Manual

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

JULY 2015

Article 1 – Purpose

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

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

Article 2 – Definitions

The following are definitions of terms as used herein:

(a) Collective Agreement – the collective agreement between the Employer and the Union.
(b) Degree level – the actual measurement level within each factor.
(c) Duty – a number of tasks.
(d) Employee or Employees – all persons for whom the Union is the bargaining agent as provided in the Collective Agreement.
(e) Factors – the criteria against which all jobs are evaluated as described in the Classification Manual.
(f) Incumbent – an employee assigned to a job.
(g) Job or Position – a function or a combination of such functions for one or more employees.
(h) Job Analysis – the process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility and working conditions involved in the performance of that job, through the use of questionnaires, interviews and workplace observations.
(i) Job Classification Questionnaire – the tool used to collect and record job data which forms part of the job-related documentation.
(j) Job Description – the written description of a job which includes a summary and a listing of the major duties and responsibilities.
(k) Job Evaluation – a process which measures the value of jobs in relation to each other; this value is expressed in points.
(l) Job Evaluation Plan – a measuring tool to rate jobs. It contains factor definitions with corresponding degree levels and notes to raters.
(m) Maintenance Committee – The committee made up of equal representatives from the Employer and the Union and is responsible for the maintenance of the job evaluation program.
(n) New job – a job which is added to the workforce that is sufficiently different from work currently being performed in the workplace that it cannot be assigned to an existing job.
(o) Points – the numerical expression assigned to each degree level within a factor.
(p) Position – a collection of duties and responsibilities assigned to an employee.
(q) Rating – the process of relating the facts contained in the job documents to the job evaluation plan and selecting the factor degree levels judged to be appropriate.
(r) Rating Sheet – Records the facts and rationale for the degree levels assigned to each factor for each job.
(s) Tasks – a unit of work activity that forms part of a duty; one of the operations that constitute a logical and necessary step in the performance of a duty.
(t) Total Points – the sum of all points allocated to each job for all factors determined in accordance with the job evaluation plan.
(u) Wage Rate – a designated wage within the wage schedule found in Article 23.00 of the collective agreement.

Article 3 – The Maintenance Committee

3.1 The maintenance committee shall have equal representation and participation from the Employer and the Union, consisting of two (2) representatives from the Employer and two (2) from the local Union.

3.2 The Employer and the Union shall designate one of its representatives to act as co-chair. The co-chairs are responsible for:

(a) Chairing committee meetings;
(b) Scheduling of regular committee meetings; members are responsible to notify their supervisor and make the appropriate plans for their absence so that they may attend the meetings;
(c) Establishing the priority of matters to be acted upon by the committee.

3.3 Committee members shall be excused from rating their own job, the position of a direct subordinate or any position where the rating of that job may place them in a conflict of interest situation.

3.4 Each party may appoint alternate representatives to serve as replacements for absent members. Alternate members shall have the right to make ratings decisions only when replacing a regular committee member who is either absent or unable to attend due to a conflict of interest situation. Alternate members are encouraged to attend all meetings to maintain rating skills.

3.5 The Employer will provide administrative support to the committee. The person performing these functions may not be a member of the committee. These functions shall be performed under the direction of the co-chairs and include:

(a) The distribution of all committee correspondence to the co-chairs;
(b) The preparation and distribution of meeting agendas and notices;
(c) The preparation and distribution of minutes;
(d) The preparation and distribution of committee documents.

3.6 The Union committee members and any alternates appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the committee.

3.7 Routine business decisions of the committee shall be made by a simple majority. Job rating decisions shall require a unanimous decision of the full committee and shall be final and binding on the parties, subject to the appeal procedure set out in Article 7.

3.8 The committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice along with the agenda for the meeting at least forty-eight (48) hours before the meeting. Either party may call a meeting by giving written notice and this meeting shall take place within seven (7) working days of the delivery of the notice to the other party's co-chair.

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

Article 4 – Mandate of the Maintenance Committee

4.1 The maintenance committee shall maintain the job evaluation program by:

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

Article 5 – Job Analysis Procedure for Rating Jobs

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

Step 1

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

Step 2

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

Step 3

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

Step 4

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

5.2 In the application of the job evaluation plan, the following general rules shall apply:

(a) It is the content of the current job, and not the performance of qualifications of the incumbent(s) that is being rated;

(b) Jobs are evaluated without regard to existing wage rates;

(c) Jobs are rated at the appropriate degree level in each factor by comparing the specific requirements of the job to each factor definition and the description of each degree level;

(d) The job analysis and rating of each job shall be relative to and consistent with the job descriptions and ratings of all other jobs rated under the plan;

(e) The factors must have an impact on all jobs being rated;

(f) Rating decisions shall include a sore-thumbing process to ensure consistency in committee decisions.

Article 6 – Maintaining the Job Evaluation Plan

6.1 It is important that the parties maintain accurate job descriptions and job ratings on an on-going basis. Failure to do so will damage the integrity of the program. It is the intention of the parties to review jobs periodically and to complete a review. 12 jobs will be completed annually at a rate of approximately one per month. Following the completion of review of all current positions, a position will only be reviewed in the event the Employer materially changes the job descriptions or a new job description is created. The order of jobs to be evaluated will be guided by the following factors:

1. Evaluate jobs that have never been rated.

2. Evaluate jobs that have changed (for which we received a Reconsideration Form).

3. Evaluate the remaining positions that Reconsideration Forms were not submitted.

4. Evaluate Temporary/Casual positions.

6.2 **Job Evaluation Procedures for Changed Jobs**

Whenever the employer materially changes the duties and responsibilities of a job or the incumbent(s)/union feel that the duties and responsibilities of a job have been materially

changed, or that the job description does not reflect the duties and responsibilities of the job accurately, the following procedures shall apply:

(a) The incumbent(s)/union or the supervisor/employer may request a job evaluation review by completing and submitting a **Reconsideration Form.**

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

(c) Where the job description has been changed, the committee shall meet to rate each factor of the job and establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision using a **Notice of Rating Form.** The rating of the job shall determine the wage rate for the job.

(d) Any further review of the job cannot be undertaken until thirty-six (36) months have elapsed from the date of the formal appeal review, and then only if significant material changes have occurred.

6.3 Job Evaluation for New Jobs

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

(a) The employer shall prepare a draft job description for the job;

(b) The maintenance committee shall meet and establish a temporary wage placement in the bands for the job based on the draft job description;

(c) The job shall be posted in accordance with the collective agreement and any person appointed to the job shall be paid the temporary wage rate;

(d) Six (6) months after appointment to the job, the incumbent(s) and the supervisor shall complete a **Job Classification Questionnaire**. The questionnaire shall be submitted along with a draft job description to the maintenance committee.

(e) The employer shall finalize the job description and the maintenance committee shall rate the job according to the procedure set out in Article 5 and complete a **Notice of Rating Form**;

(f) If the wage rate increases as a result of the six (6) month review, the increase shall be paid to the incumbent(s) effective the date of appointment to the job. If the wage rate decreases as the result of the six (6) month review, the incumbent(s) shall be placed at the correct rate in the month following the completion of the review.

Article 7 – Appeal Procedure

7.1 Within thirty (30) days of receipt of the Notice of Rating Form in accordance with Articles 5.1, 6.2 and 6.3, the following procedure shall apply:

(a) The incumbent(s)/union and or supervisor/employer may request an appeal of the job description and/or the job rating by completing and submitting an **Appeal Form**, stating the reason(s) for disagreeing with the job description and/or the rating of the job.

(b) The Appeals Committee shall deliberate over the appeal request and make a decision that shall be final and binding upon the parties and all employees affected. The Appeals Committee shall consist of a representative of the Municipality, the CAO or other designate (not a member of the JJE) and the CUPE National Representative. The decision shall be final and binding upon the parties and all employees affected.

(c) The Appeals Committee shall inform both the incumbent(s) and the supervisor of its decision using the **Appeal Decision Form.**

(d) In the event that the Appeals Committee is unable to reach agreement on any matter relating to the interpretation, application or administration of the job evaluation program, the Appeals Committee shall advise, in writing, the Employer and the Union of this fact within fifteen (15) working days.

Article 8 – Dispute Resolution

8.1 Either party may, by written notice to the other, refer the dispute to a single arbitrator who shall be selected by agreement between the parties. If the parties are unable to agree, either party may request that a single arbitrator be appointed pursuant to Section 137 of the Alberta Labour Relations Code.

8.2 The arbitrator shall decide the matter upon which the committee has been unable to agree and the arbitrator's decision shall be final and binding upon the committee, the Employer, the Union and all affected employees. The arbitrator shall be bound by the terms of this Maintenance Manual and the job evaluation plan and shall not modify or amend any of their provisions. The arbitrator's jurisdiction shall be limited to the matter in dispute, as submitted by the parties. Submissions to the arbitrator shall be by written brief.

8.3 The arbitrator's fees and expenses shall be shared equally between the parties.

8.4 The time limits contained in this article may be extended by mutual agreement of the parties.

Article 9 – Applying the Ratings to Wage Rates

9.1 Job ratings serve to:

(a) group jobs having relatively equivalent point values (this is commonly known as banding);

(b) provide the basis upon which wage rate relationships between jobs are established;

(c) measure changes in job content;

(d) assign jobs into their proper pay rates in the wage schedule in the collective agreement.

9.2 The total point allocation shall be used to determine the wage rates for the jobs.

9.3 If a job is rated at a wage rate which is higher than the current wage rate for that job, the incumbent(s)'s wage rate shall be adjusted to the higher wage rate on the new wage schedule retroactive to the date of the Reconsideration Form was submitted.

9.4 If a job is rated at a wage rate which is lower than the current wage rate for that job, the incumbent(s)'s shall have their wage frozen and shall not receive wage increases until the whole wage band moves up to that value base on bargaining or wage band reviews.

Article 10 - Conclusion and Implementation

10.1 The maintenance committee shall report its recommendations for changes to the job evaluation plan or to this maintenance manual to the parties for ratification.

10.2 This maintenance manual, including all appendices, the job evaluation plan and any other documents agreed to by the parties shall be deemed to be included in the collective agreement, effective the date of signing this maintenance manual.

For Municipality of Crowsnest Pass	For Canadian Union of Public Employees, Local 812
Date:	Date:

Job Classification Manual

Factors and Notes to Raters

Article 1 - Introduction:

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

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

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

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

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

When completing the Job Rating, the Committee will consider internal equity (job to job worth internally to the Municipality) and also external job equity (job to market competitive wages).

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

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

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

1. Knowledge – the formal education and training required to perform the job satisfactorily.
2. Experience – the experience required to perform the job satisfactorily.

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

Article 2 - Procedures:

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

Article 3 - Point Factors Weights and Scores:

Points/ Degree Level	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
Knowledge (15%)	6	18	30	45	60			
Experience (15%)	2.5	7.5	12.5	20	30	40	50	60
Manual Skills (5%)	5	10	15	20				
Decision Making (15%)	15	30	45	60				
Leadership (10%)	0	13.33	26.67	40				
Contacts (10%)	8	16	24	32	40			
Physical Effort (5%)	4	8	12	16	20			
Mental Effort (2%)	1.6	3.2	4.8	6.4	8			
Working Conditions (5%)	4	8	12	16	20			
Safety (3%)	3	6	9	12				
Accountability (15%)	12	24	36	48	60			

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

1. Factor - Knowledge:

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

Notes to Raters:

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

2. Factor – Experience:

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

Notes to Raters:

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

3. Factor – Manual Skills and Dexterity:

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

Notes to Raters:

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

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

4. Factor – Decision Making and Problem Solving:

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

Notes to Raters:

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

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

Level 1:	No experience:	0 points
Level 2:	Supervisory or specialist advisory responsibilities are not normally part of the job but there may be a requirement to show others how to perform the work.	
Level 3:	Supervisory responsibilities involve supervising the work of others performing similar duties or may involve giving periodic advice or direction to others without supervisory ability.	
Level 4:	Supervisory responsibilities are a regular part of the job which includes planning, assigning, and reviewing the work of those supervised or, involve the giving of regular advice or direction to others without supervisory authority.	

Notes to Raters:

- "Supervisory responsibilities" include planning, organizing, scheduling, coordinating work; assigning work or people; maintaining the quality, quantity, accuracy of the work; giving advice, direction, guidance; developing work methods, procedures, or standards.
- Consider the nature of the work group; typically, consistent supervision of a regular permanent workgroup is-level 4.

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

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

Notes to Raters:

- "Work relationships" means contacts with other employees regarding the work.
- Contacts of a supervisory nature are not considered in this factor. These contacts are considered as part of Factor 5 - **Leadership, Supervisory and/or Specialist Advisory Responsibilities**.

- Consider the purpose and nature of the contact. The level of the person contacted is relevant to the extent that is verifies the nature and purpose of the contact.
- Consider frequency as a means to measure the most common and regular contacts found in the job. Some jobs may exhibit a high level of contacts but only on an occasional or infrequent basis.
- Specialized or difficult contacts deal with subjects that are complex and typically require some specific training or considerable experience to allow the incumbent to communicate in a meaningful way.

7. Factor - Physical Effort and Activity:

1. Light activity of short duration.
2. Light activity of medium duration **or** medium activity of short duration.
3. Light activity of long duration **or** medium activity of medium duration **or** heavy activity of short duration.
4. Medium activity of long duration **or** heavy activity of medium duration.
5. Heavy activity of long duration.

Notes to Raters:

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

Types

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

Duration

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

8. Factor - Mental Effort

Mental effort is gauged by determining the intensity of mental effort (minimal, moderate or intense) of the duties of the job that require mental, visual or other types of concentration or alertness and then examining how frequently this concentration is required (Rare: once a month or even less frequently; Occasional: 2-6 times a month; Frequent: daily or several times a week).

	Description	Concentration	Frequency
1	Minimal mental effort is required to accurately perform job duties	Minimal	Rarely, Occasional or Frequent
2	Some mental effort is required at times to accurately perform job duties	Moderate	Rarely

3	Moderate mental effort is required occasionally to accurately perform job duties	Moderate	Occasional
4	Moderate mental effort is required frequently or intense mental effort is required rarely to accurately perform job duties	Moderate Intense	Frequently Rarely
5	Intense mental effort is required to accurately perform job duties	Intense	Occasionally or Frequently

Notes to Raters:

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

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

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

Notes to Raters:

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

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

Little	Condition seldom occurs
Occasional	Weekly to daily but not every day

Regular	Once to several times per day but not continuous
Frequent	Almost every day for almost the whole day

10. Factor – Safety of Others:

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

Notes to Raters:

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

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

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

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

Notes to Raters:

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

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

Introduction

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

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

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

For further information, please contact one of the following Joint Job Classification Committee members:

_____ _____

_____ _____

_____ _____

You may keep a copy of the questionnaire once you and your supervisor have completed and signed it.

Completed forms should be returned to your Supervisor by no later than _____.

Thank you for your help.

JOB IDENTIFICATION

Job Title & Classification:
Department and Section (if applicable):
Direct Supervisor (Name & Title):

COMPLETION & REVIEW

Completed By: _____ Date: _____

(Employee or Group) (Name(s) and Title)

Reviewed By: _____ Date: _____

(Immediate, Exempt Supervisor) (Name and Title)

JOB DESCRIPTION – What do you do?

This section is similar to a traditional job description. Please be concise and clear about the responsibilities and tasks. Point form responses are acceptable. Include only those activities that are a regular part of your job; do not include volunteer activities.

1. OVERALL PURPOSE OF THE JOB (JOB SUMMARY)

Briefly (in one or two sentences) state the main function or purpose of your job.

2. DUTIES/FUNCTIONS

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

Duties	Percentage of Time (%)
1.	
2.	
3.	
4.	
5.	
6.	

Supervisor's Comments

Are the responses to this question complete?	☐ Yes	☐ No
Do you agree with the contents of this section?	☐ Yes	☐ No
Comments:		
Supervisor's Initials:		

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

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

1. FORMAL EDUCATION

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

- ☐ Some education and training, but less than the equivalent of a high school diploma.
- ☐ High school diploma or equivalent to about 12 years of formal education.
- ☐ High school plus up to two years of post-secondary education, including trades apprenticeships.
  In what? _____
- ☐ High school plus more than two years of post-secondary education, including journeyman trades.
  In what? _____
- ☐ High school plus four or more years of post secondary education, including an undergraduate university degree.
  In what? _____

2. EXPERIENCE

a. How much previous related experience in related work is typically required to do your job? Please check one box only and provide details.

☐ Less than 3 months
☐ 4-6 months
☐ 6-12 months
☐ 1 year
☐ 2 years
☐ 3-4 years
☐ 5-6 years
If more than 6 years, please state how many. Requires ___ years.

b. After starting the job, how much on-the-job training does it take to become competent in the job? Please check one box only and provide details.

☐ Up to 1 month
☐ 1-3 months
☐ 3-6 months
☐ 1 year
☐ 2 years
If more than 2 years, please state how many. Requires ___ years.

OTHER FORMAL CERTIFICATION

List any other formal certification that is *required* in your job (e.g., Accounting Designation, Trades Qualifications, special licenses, etc.)

How do you acquire the above certification?

OTHER KNOWLEDGE AND SKILLS

Indicate other knowledge and skills that are required to perform your job (e.g., machine/equipment operation, writing skills, communication skills, computer-related skills, analytical skills, process/ service/program/regulatory knowledge, etc.).

Supervisor's Comments

Are the responses to this question complete? Do you agree with the contents of this section?	☐ Yes ☐ Yes	☐ No ☐ No
Comments:		
Supervisor's Initials:		

3. PHYSICAL SKILLS AND DEXTERITY

In the following spaces, indicate the nature of the **physical skill requirement** (typically associated with computer use and/or the use of tools or other equipment), the **frequency of application** (e.g., many times a day, daily, weekly, monthly, occasional/infrequent, etc.) and the **typical duration** of each application (e.g., a few minutes, an hour, many hours, etc.).

Do you use a computer as a regular part of your work? ☐ Yes ☐ No

If yes, what is the nature of the computer work (e.g., data retrieval/entry, create/modify text documents, create/modify tabular/graphic materials (spreadsheets, etc.), specialized program operation (accounting, GIS, CADD, etc.), programming and/or system modification (installation, troubleshooting, repair, etc.)?

Job Requirement:	**Frequency:** (e.g., many times a day, daily, weekly, monthly, occasional/ infrequent, etc.)	**Typical Duration:** (e.g., a few minutes, an hour, many hours, etc.).

Do you use tools or other equipment as a regular part of your work? ☐ Yes ☐ No

What is the nature of the tool/equipment related work (e.g., basic start & operate, maintenance, troubleshooting & repair, design and/or modification, etc.)?

Job Requirement:	**Frequency:** (e.g., many times a day, daily, weekly, monthly, occasional/ infrequent, etc.)	**Typical Duration:** (e.g., a few minutes, an hour, many hours, etc.).

Additional Comments

Please provide any additional information about the requirement to use physical skills and dexterity as a core requirement of your job, if it has not already been noted.

Supervisor's Comments

Are the responses to this question complete?	☐ Yes	☐ No
Do you agree with the contents of this section?	☐ Yes	☐ No
Comments:		
Supervisor's Initials:		

4. DECISION-MAKING AND PROBLEM-SOLVING

Examples and Frequency of Decisions/Problems

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

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

Decision Support

How do you solve problems? Give examples

☐ By using my own experience/expertise	
☐ By choosing between 2 or more alternatives	
☐ By referring to the supervisor/manager	
☐ By referring to a manual or policy	
☐ By referring to an industry code	
☐ By consulting legislation	

Guideline/Procedure Development

Are you required to develop new work methods, procedures or practices? ☐ Yes ☐ No

If yes, please explain.

Decisions Referred

What types of decisions are referred to or reviewed by your supervisor (or higher decision authority).

Decisions Referred to Supervisor/Higher Level: (i.e., referred to someone who has the FINAL authority to make the decision?)

Additional Comments

Please provide any additional information about the decision-making and problem-solving aspects of your job that has not already been noted.

Supervisor's Comments

Are the responses to this question complete?	☐ Yes	☐ No
Do you agree with the contents of this section?	☐ Yes	☐ No
Comments:		
Supervisor's Initials:		

5. LEADERSHIP, SUPERVISORY AND/OR SPECIALIST ADVISORY RESPONSIBILITIES

Level of Supervisory Responsibility

Check the statements that describe your level of responsibility for the actions and activities of others. ***Include employees, volunteers, contractors when answering these questions.***

- ☐ No formal supervisory responsibility.
- ☐ Someone else may assign work but you monitor the work of others, and you may perform duties similar to those monitored.
- ☐ Direct, front-line supervision; you may plan the work for the work unit, assign the work and train employees directly supervised.
- ☐ You develop work procedures and training for others.

Nature of the Work Group (Required Only for Supervisory Jobs)

How many employees are you directly responsible for? _____

How many are "permanent" employees? _____

How many "non-permanent" employees? _____

Are the skills and work requirements of the employees for whom you are responsible "diverse" or relatively similar (give examples to illustrate the diversity, if applicable):

Project/Team Leadership Responsibility

Describe any regular, project or team leadership responsibilities that are a regular part of the job.

Specialist Advisory Responsibility

Do you function as a Specialist Advisor who provides advice and/or direction to others as a regular expectation of your job, other than in a direct supervisory role?

☐ Yes ☐ No

If yes, please describe these circumstances (e.g., provide guidance/instruction/direction, schedule/coordinate work, assign work, oversee work for quality and accuracy, etc.).

Additional Comments

If your job cannot be adequately reflected by the above options, select the closest option and provide a brief description of the situation.

Supervisor's Comments

Are the responses to this question complete?	☐ Yes	☐ No
Do you agree with the contents of this section?	☐ Yes	☐ No
Comments:		
Supervisor's Initials:		

6. CUSTOMER SERVICE, COMMUNICATIONS, CONTACTS AND RELATIONSHIPS

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

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

Position Title/Group? (i.e., position title of the main people or groups within the Municipality with whom you interact)	**Nature of Contact (Why?)** (i.e., to exchange information, explain/interpret, teach/instruct, counsel/ influence, persuade, etc.)	**Frequency?** (e.g., many times a day, daily, weekly, monthly, occasional/infrequent, etc.)

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

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

Additional Comments

If there are customer service, contact, relationship and/or communication situations in your work that require clarification, use the space below to comment.

Supervisor's Comments

Are the responses to this question complete?	☐ Yes	☐ No
Do you agree with the contents of this section?	☐ Yes	☐ No
Comments:		
Supervisor's Initials:		

7. EFFORT AND ACTIVITY

Physical Effort

In the space below, indicate the major job elements that require physical effort, their frequency and the duration of the activity.

Job Requirement: Check all that apply	**Frequency:** Check most common frequency	**Typical Duration:** Check most common duration
☐ **Sitting**	☐ **many times a day** ☐ **daily** ☐ **weekly** ☐ **monthly** ☐ **occasionally**	☐ **a few minutes** ☐ **an hour** ☐ **several hours**
☐ **Driving**	☐ **many times a day** ☐ **daily** ☐ **weekly** ☐ **monthly** ☐ **occasionally**	☐ **a few minutes** ☐ **an hour** ☐ **several hours**
☐ **Standing**	☐ **many times a day** ☐ **daily** ☐ **weekly** ☐ **monthly** ☐ **occasionally**	☐ **a few minutes** ☐ **an hour** ☐ **several hours**
☐ **Climbing stairs**	☐ **many times a day** ☐ **daily** ☐ **weekly** ☐ **monthly** ☐ **occasionally**	☐ **a few minutes** ☐ **an hour** ☐ **several hours**
☐ **Stooping**	☐ **many times a day** ☐ **daily** ☐ **weekly** ☐ **monthly** ☐ **occasionally**	☐ **a few minutes** ☐ **an hour** ☐ **several hours**

☐ **Kneeling**	☐ **many times a day** ☐ **daily** ☐ **weekly** ☐ **monthly** ☐ **occasionally**	☐ **a few minutes** ☐ **an hour** ☐ **several hours**
☐ **Crouching**	☐ **many times a day** ☐ **daily** ☐ **weekly** ☐ **monthly** ☐ **occasionally**	☐ **a few minutes** ☐ **an hour** ☐ **several hours**
☐ **Walking on even surfaces**	☐ **many times a day** ☐ **daily** ☐ **weekly** ☐ **monthly** ☐ **occasionally**	☐ **a few minutes** ☐ **an hour** ☐ **several hours**
☐ **Walking on uneven surfaces**	☐ **many times a day** ☐ **daily** ☐ **weekly** ☐ **monthly** ☐ **occasionally**	☐ **a few minutes** ☐ **an hour** ☐ **several hours**
☐ **Lifting < 5 kgs**	☐ **many times a day** ☐ **daily** ☐ **weekly** ☐ **monthly** ☐ **occasionally**	☐ **a few minutes** ☐ **an hour** ☐ **several hours**
☐ **Lifting < 10 kgs**	☐ **many times a day** ☐ **daily** ☐ **weekly** ☐ **monthly** ☐ **occasionally**	☐ **a few minutes** ☐ **an hour** ☐ **several hours**
☐ **Lifting > 10 kgs**	☐ **many times a day** ☐ **daily** ☐ **weekly** ☐ **monthly** ☐ **occasionally**	☐ **a few minutes** ☐ **an hour** ☐ **several hours**

8. Mental Effort

In the space below, indicate the major job elements that require mental effort, their frequency and the duration of the activity.

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

Additional Comments

If there are effort and/or activity situations in your work that require clarification, use the space below to comment.

Supervisor's Comments

Are the responses to this question complete?	☐ Yes	☐ No
Do you agree with the contents of this section?	☐ Yes	☐ No
Comments:		
Supervisor's Initials:		

9. WORKING CONDITIONS, WORK ENVIRONMENT & PERSONAL HAZARDS

Job Requirement: Check all that apply	**Frequency:** Check most common frequency	**Typical Duration:** Check most common duration
☐ **Dust**	☐ **many times a day** ☐ **daily** ☐ **weekly** ☐ **monthly** ☐ **occasionally**	☐ **a few minutes** ☐ **an hour** ☐ **several hours**
☐ **Dirt**	☐ **many times a day** ☐ **daily** ☐ **weekly** ☐ **monthly** ☐ **occasionally**	☐ **a few minutes** ☐ **an hour** ☐ **several hours**
☐ **Fumes**	☐ **many times a day** ☐ **daily** ☐ **weekly** ☐ **monthly** ☐ **occasionally**	☐ **a few minutes** ☐ **an hour** ☐ **several hours**
☐ **Heat**	☐ **many times a day** ☐ **daily** ☐ **weekly** ☐ **monthly** ☐ **occasionally**	☐ **a few minutes** ☐ **an hour** ☐ **several hours**
☐ **Cold**	☐ **many times a day** ☐ **daily** ☐ **weekly** ☐ **monthly** ☐ **occasionally**	☐ **a few minutes** ☐ **an hour** ☐ **several hours**
☐ **Noxious odours**	☐ **many times a day** ☐ **daily** ☐ **weekly** ☐ **monthly** ☐ **occasionally**	☐ **a few minutes** ☐ **an hour** ☐ **several hours**
☐ **Noise**	☐ **many times a day** ☐ **daily** ☐ **weekly** ☐ **monthly** ☐ **occasionally**	☐ **a few minutes** ☐ **an hour** ☐ **several hours**

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

Additional Comments

If there are working conditions present in your work that require clarification, use the space below to comment.

Supervisor's Comments

Are the responses to this question complete?	☐ Yes	☐ No
Do you agree with the contents of this section?	☐ Yes	☐ No
Comments:		
Supervisor's Initials:		

10. SAFETY OF OTHERS

Do you:

☐	Work alone
☐	As part of a team or group (whether they work for the Municipality or not) How many people are usually in your group? _____ How long does the group work together? (all day, half days, 1-2 hours)_____

What potential physical harm or injury could you cause to people? Describe the nature and seriousness.

What precautions need to be taken to prevent injury to others?

Additional Comments

If there are special issues that should be considered relative to the safety of others, please note them here.

Supervisor's Comments

Are the responses to this question complete?	☐ Yes	☐ No
Do you agree with the contents of this section?	☐ Yes	☐ No
Comments:		
Supervisor's Initials:		

Additional Comments

If there are aspects of your job that have not been adequately addressed in the previous sections, and you want to elaborate or provide additional information, please note them here or on an additional sheet.

11. INDEPENDENCE, ACCOUNTABILITY AND SCOPE OF IMPACT

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

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

Additional Comments

If there are special issues that should be considered relative to the impact of decisions or actions ***required in your job***, please note them here.

Supervisor's Comments

Are the responses to this question complete?	☐ Yes	☐ No
Do you agree with the contents of this section?	☐ Yes	☐ No
Comments:		
Supervisor's Initials:		

Notice of Rating Form

Job Title:	**Department:**
Employee(s):	**Date of Rating:**

#	Factor	Rationale	Degree	Points
1	**Knowledge –** the training required for the job			
2	**Experience –** the experience needed to do the job			
3	**Manual Skills/ Dexterity –** the skills required to operate tools and equipment			
4	**Decision Making –** the types of decisions and how they are made			
5	**Leadership/Supervision** – measures the supervision and advisory skills needed to do the job			
6	**Contacts** – the relationships with others			

7	**Physical Effort** – the level and duration of physical work			
8	**Mental Effort** – the level and duration of concentration required			
9	**Working Conditions** – the disagreeable conditions and frequency of exposure			
10	**Safety of Others** – precautions required to protect others while doing the work			
11	**Accountability –** the overall results and impact of the job			
	Total Points			

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

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

Reconsideration Form

Employee(s) Name:
Job Title:
Department:

Reason For Request:	**Instructions:**
☐ Creation of new job	Attach draft job description
☐ Six-month review of new job	Attach completed Job Classification Questionnaire and draft job description
☐ Change in job duties and/or responsibilities	Attach completed Job Classification Questionnaire and draft job description
☐ Other	Please specify and explain below

Explanation for Reconsideration Request:

Requested by: ☐ Employee(s) ☐ Supervisor ☐ Union ☐ Employer	
Signature:	**Date:**

NOTE: Please send original documents to the Maintenance Committee via Human Resources.

APPEAL FORM

Instructions: Complete this form if you disagree with how your position has been rated.
For each factor below, place the rating value that you believe that the position should have received and provide written reasons to support that rating in the space provided.
You do not need to comment on every factor; only those that you believe were scored incorrectly by the Rating Committee.

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

#	Factor /Factor Weightings	Rating Value	Explanation of Rating Values
1	**Knowledge or Education (15%)**		6. Some education and training but less than a high school diploma. 7. High school diploma or equivalent. 8. High school diploma plus up to two years of post secondary education including trade apprentices. 9. High school diploma plus more than two years of post secondary education including journeyman trades certification. 10. High school diploma and up to four years of post secondary education including an undergraduate degree.

Appeal Details

#	Factor /Factor Weightings	Rating Value	Explanation of Rating Values
2	**Experience (15%)**	**(8)**	1. Up to three months of experience 2. Four to six months of experience 3. Six to twelve months of experience=four months previous work experience needed to get the position + six months of on the job experience required at the Municipality to fully apply knowledge & previous experience 4. One year of experience= six months previous work experience needed to get the position + six months on the job experience required at the Municipality to fully apply knowledge & previous experience 5. Two years of experience= one year previous work experience needed to get the position + one year on the job experience required at the Municipality to fully apply knowledge & previous experience 6. Three to four years of experience=two years previous work experience to get position + two years on the job required at the Municipality to fully apply knowledge & previous experience 7. Five to six years of experience= three years previous experience needed to get the position + two years on the job experience required at the Municipality to fully apply knowledge & previous experience 8. More than six years of experience = six years previous work experience need to get the position + one year on the job expere3ince required at the Municipality to fully apply knowledge & previous experience

Appeal Details

#	Factor /Factor Weightings	Rating Value	Explanation of Rating Values
3	**Manual Skills/Dexterity (5%)**	**(4)**	5. The job requires some manual skills and dexterity to operate computers, tools or equipment but is generally required only on an occasional basis (monthly or less) and for relatively short periods of time (a few minutes per occasion). 6. The job requires regular use (daily) of computers, tools, or equipment for up to an hour per occasion **or**, less frequently but for more than an hour per occasion. 7. The job requires frequent use (many times per day) of computers, tools, or equipment for up to an hour per occasion or, less frequently but more than an hour per occasion. 8. The job requires frequent use (many times per day) of computers, tools, or equipment for several hours per day.

Appeal Details

#	Factor /Factor Weightings	Rating Value	Explanation of Rating Values
4	**Decision Making (15%)**	**(4)**	5. Decisions and problems are routine in nature. Guidance is readily available from a supervisor, manual, policy, or a well-developed protocol that is gained with experience. 6. Decisions and problems vary from routine to those which require the incumbent to choose between alternatives or apply a policy to resolve. Supervision is readily available for direction, if needed. 7. Decisions and problems are varied and require the incumbent to use some judgement and discretion within policy, codes, and/or legislation. Supervision can be consulted in cases where several options are available. 8. Decisions and problems are varied and require the incumbent to use considerable judgment and discretion. The incumbent may be required to develop policy or new methods of work. Supervision is usually only consulted in complex or unusual situations.

Appeal Details

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

Appeal Details

#	Factor /Factor Weightings	Rating Value	Explanation of Rating Values
6	**Contacts (10%)**	**(5)**	6. Maintains work relationships. 7. Explains, exchanges information or data. 8. Deals with or settles requests, complaints; clarifies information. 9. Interprets, teaches, instructs, counsels; handles specialized or difficult complaints, resolves problems by obtaining or presenting detailed information. 10. Influences, negotiates, persuades; handles specialised, difficult, or sensitive complaints, resolves problems by securing cooperation from others.

Appeal Details

#	Factor /Factor Weightings	Rating Value	Explanation of Rating Values
7	**Physical Effort (5%)**	**(5)**	6. Light activity of short duration. 7. Light activity of medium duration or medium activity of short duration. 8. Light activity of long duration **or** medium activity of medium duration **or** heavy activity of short duration. 9. Medium activity of long duration **or** heavy activity of medium duration. 10. Heavy activity of long duration

Appeal Details

#	Factor /Factor Weightings	Rating Value	Explanation of Rating Values
8	**Mental Efforts (2%)**	**(5)**	1. Job requires concentration using one or more senses for less than an hour at a time. 2. Job requires concentration using one or more senses for up to one hour at a time. 3. Job requires concentration using one or more senses for more than an hour at a time. 4. Job requires concentration using two or more senses for up to one hour at a time. 5. Job requires concentration using two or more senses for more than an hour at a time

Appeal Details

#	Factor /Factor Weightings	Rating Value	Explanation of Rating Values
9	**Working Conditions (5%)**	**(5)**	6. The work environment contains little or no exposure to disagreeable conditions or hazards. 7. The work environment contains occasional exposure to minor or little exposure to major disagreeable working conditions. 8. The work environment contains regular exposure to minor or occasional exposure to major disagreeable working conditions. 9. The work environment contains frequent exposure to minor **or** regular exposure to major disagreeable working conditions. 10. The work environment contains frequent exposure to major disagreeable working conditions

Appeal Details

#	Factor /Factor Weightings	Rating Value	Explanation of Rating Values
10	**Safety of Others (3%)**	**(4)**	5. Little degree of care is required to prevent injury or harm to others. 6. Some degree of care is required to prevent injury or harm to others. 7. Considerable degree of care is required to prevent injury or harm to others. 8. High degree of care is required to prevent injury or harm to others.

Appeal Details

#	Factor /Factor Weightings	Rating Value	Explanation of Rating Values
11	**Accountability (15%)**	**(5)**	9. Decisions and actions have minimal effect and are checked routinely. 10. Decisions and actions result in minor losses of time or resources and may affect the work of others. 11. Decisions and actions could result in significant losses of time and resources **or** cause some embarrassment within the department. 12. Decisions or actions could result in serious losses of time or resources **or** cause significant embarrassment within the organization and limited impact on public image. 13. Decisions or actions could result in major losses of time and resources or cause severe embarrassment within the organization and serious impact on public image.

Appeal Details

Appeal Decision Form

Employee Name:	
Job Classification/Title:	
Appeal Committee Members:	
Appeal Date:	

FINAL rating on each factor that was raised in the appeal including reasons/rationale.

Knowledge Previous Rating _____ Rationale:	Final Rating: _____
Experience Previous Rating _____ Rationale:	Final Rating: _____
Manual Skills/Dexterity Previous Rating _____ Rationale:	Final Rating: _____
Decision Making Previous Rating _____ Rationale:	Final Rating: _____
Leadership/Supervision Previous Rating _____ Rationale:	Final Rating: _____
Contacts/Relationships Previous Rating _____ Rationale:	Final Rating: _____
Mental Effort Previous Rating _____ Rationale:	Final Rating: _____
Working Conditions Previous Rating _____ Rationale:	Final Rating: _____

Safety of Others	
Previous Rating _____	Final Rating: _____
Rationale:	
Accountability	
Previous Rating _____	Final Rating: _____
Rationale:	

SUMMARY

Previous Rating:			**Final Rating:**		
Knowledge:	_____	x 15% = _____	Knowledge:	_____ x 15% =	___
Experience:	_____	x 15% = _____	Experience:	_____ x 15% =	___
Manual Skills/Dexterity:	_____	x 5% = _____	Manual Skills/Dexterity:	_____ x 5% =	___
Decision Making:	_____	x 15% = _____	Decision Making:	_____ x 15% =	___
Leadership/Supervision:	_____	x 10% = _____	Leadership/Supervision:	_____ x 10% =	___
Contacts/Relationships:	_____	x 10% = _____	Contacts/Relationships:	_____ x 10% =	___
Physical Effort:	_____	x 5% = _____	Physical Effort:	_____ x 5% =	___
Mental Effort:	_____	x 2% = _____	Mental Effort:	_____ x 2% =	___
Working Conditions:	_____	x 5% = _____	Working Conditions:	_____ x 5%	
=	_____	_____			
Safety of Others:	_____	x 3% = _____	Safety of Others:	_____ x 3% =	___
Accountability:	_____	x 15% = _____	Accountability:	_____ x 15% =	___

TOTAL PREVIOUS RATING: ___ **TOTAL FINAL RATING: ___**

Appeal Committee Member: _____

Appeal Committee Member: _____

Date: _____