

THE COLLECTIVE AGREEMENT BETWEEN



THE MUNICIPAL DISTRICT OF SPIRIT RIVER #133

AND

CUPE / *Canadian Union
of Public Employees*

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 787-02**

JANUARY 1, 2019 TO DECEMBER 31, 2020

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ARTICLE 1 – PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;

To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc;

To encourage efficiency in operations; and

To promote the morale, well-being and security of all Employees in the bargaining unit of the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer, except as may be otherwise specifically provided for in this Agreement, and without limiting the generality of the foregoing it is the exclusive function of the Employer:

- a) to determine and establish standards and procedures in the operation of the services;
- b) to maintain order, discipline and efficiency and, in connection therewith, to establish and enforce rules and regulations;
- c) to plan, direct, organize and control the work of the Employees and the operations of the service. This includes the introduction of new and improved methods, facilities and equipment, and to control the amount of supervision necessary and work schedules;
- d) to direct Employees, including hiring, transfer, layoff, recall, promotion, demotion, classification and assignment of duties, and to suspend, discharge, or otherwise discipline Employees for just cause.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

In accordance with the Provisions of the Alberta Labour Relations Board Certificate No. 153-2000, the Employer recognizes the Canadian Union of Public Employees and its Local, 787, as the sole and exclusive collective bargaining agent for all of its Employees save and except those persons employed exercising managerial function or who are employed in a confidential capacity in matters relative to labour relations, and hereby agrees to negotiate with the Union or any of its Employee authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit. Supervisory personnel will refrain from undertaking work normally carried out by Employees except in instances where instruction, training, testing, evaluating or correction of work is being conducted; or in an emergency, public safety, or in potential liability situations.

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 the agreement except in an emergency, or by written agreement by 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 the agreement, as a result of contracting-out. The Employer will notify the Union when contracting out takes place.

3.03 Definition Established Position

A position designated by the Employer as either a regular full-time or regular part-time position, eligible for benefits.

Temporary Position

The term "Temporary Position" shall mean a position of a seasonal or temporary nature which may be for a predetermined period of time or for a predetermined task. Temporary Position may also refer to a position created to fill a position vacated due to illness for up to twenty (24) months. Said position may either be full-time or part-time.

Temporary positions will not be eligible for Article 15.02, recall by seniority, or be able to bid as an internal candidate until after six (6) consecutive months of work. Temporary Employees gain seniority only for the purpose of bidding on permanent or casual positions. Temporary staff may not grieve the normal end of their employment due to lack of work.

Casual Position

A casual Employee is an Employee who is employed on a consensual call-in basis for available work. No permanent staff shall lose their jobs, either through layoff, dismissal or attrition to create a Casual position. Casual staff will not take hours that could otherwise be given to temporary or permanent part-time staff. Casual Employees gain seniority only for the purpose of bidding on permanent or temporary positions. The Employer may choose to hire a casual Employee for a defined time, or indefinite time. If an Employee hired for an indefinite time has not worked for six (6) consecutive months, then they will be deemed terminated and the employment relationship ended, unless mutual agreement exists to extend the employment relationship. Casual staff may not grieve the normal termination of their employment due to lack of work.

Regular Employees

“Regular Employee” is one who is regularly scheduled in a full-time or part-time position.

- a) “Full-time Field Employee” is a Regular Employee scheduled to work not less than eight (8) hours per day and forty (40) hours per week.
- b) “Full-time Clerical Employee” is a Regular Employee scheduled to work not less than seven (7) hours per day and thirty-five (35) hours per week.
- c) “Part-time Employee” is a Regular Employee scheduled to work less than the daily or weekly hours of work specified for “Full-time Employees”.

3.04 Temporary Employee

“Temporary Employee” is one who works in a part-time or full-time position and is hired for a period of twelve (12) months or less. For the purpose of this Article, any break of employment of thirty (30) days or less shall be deemed to be continuous employment from the last date of hire.

3.05 Probation for Newly Hired Employees

A newly hired Employee shall be on probation for a period of up to four (4) months, as specified in Schedule "A" WAGES, from the date of hiring. During the probationary period, the Employee shall be entitled to all wages, holidays, and working conditions as outlined in this Agreement. Upon completion of the probationary period, seniority shall be effective from the original date of employment.

3.06 Classifications

Office Employees

Office Employee shall mean any Employee whose main duties consist of administrative, accounting or clerical work.

Field Employees

Are Employees who are generally required to work outside of an office environment and due to seasonal and environmental conditions may be required to report outside of the regular forty (40) hour work week subject to overtime provisions.

- a) Light Equipment Operator shall refer to those people who operate such pieces of equipment as the garden tractors, grass mowers etc.
- b) Medium Equipment Operator shall refer to those people who operate such pieces of equipment as the roadside mower, tractors or packers.
- c) Heavy Equipment Operator shall refer to those Public Works Employees who operate equipment other than defined in (b) and (c).
- d) Weed Inspector means any Employee whose main duties consist of weed control, grounds maintenance and operation of small equipment.

3.07 No Other Agreements

No Employee shall be permitted to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Agreement.

3.08 There shall be no strike or lockout during the term of this Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 Protection from Discrimination

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, place of origin, ethnic origin, citizenship, ancestry, sex, gender expression or gender identity, sexual orientation or identification, record of offences except where it relates to employment qualifications; political or religious affiliation, gender or marital status, family relationship, place of residence, or by reason of their membership or activity in the Union or from any illness or disability mental, physical or other disability, so long as it does not significantly impair the performance of the duties of the position.

4.02 Protection from Harassment

The Employer agrees that they will protect Employees from harassment based on their beliefs or activities, class, place of residence or physical appearance.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENTS

5.01 Membership

As a condition of continued employment, all Employees covered by this Agreement shall pay Union dues whether or not they are a member of the Union.

ARTICLE 6 - CHECK-OFF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every Employee dues as established by the Union.

6.02 Deductions

Deductions shall be made on the payroll on behalf of each Employee covered by the Agreement at the end of each pay period and shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of names of all Employees from whose wages the deduction have been made.

Upon request by the Union, but no more than once per year, the Employer shall provide an updated list of Employees names, addresses and phone numbers.

6.03 Dues Receipts

At the same time Income Tax slips (T-4's) are made available, the Employer shall provide a statement of dues paid by each Union member in the previous year.

6.04 The Employer shall be notified, by registered mail, of any changes respecting the calculation of dues. Notification shall be made no less than two (2) weeks before the effective date for the calculation change and will clearly state the effective date of the change.

ARTICLE 7 - NEW EMPLOYEE ORIENTATION

7.01 New Employees

On commencing employment, the Employee's immediate supervisor shall introduce the new Employee to their Union Steward or Representative. The Union Steward or Representative will provide him with a copy of the Collective Agreement and inform the new Employee of the conditions of employment set out in the Collective Agreement.

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Municipal Administrator of the Employer and the Steward appointed from the bargaining unit.

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

The Employer shall not bargain with or enter into any agreement with an Employee or group of Employees in the bargaining unit. No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an Employee or group of Employees, an elected or appointed representative of the Union shall be spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9.02 Representative of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) may have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

9.03 Work Site Access

The Representative designated by the Union will be given access to municipal owned work sites not requiring safety training to meet with Employees covered by this agreement during their meals or other scheduled breaks.

9.04 Union Meetings

The Employer shall permit the use of its premises for the purpose of Union meetings without cost to the Union.

ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE COUNCIL

10.01 Employer Shall Notify Union

The Employer agrees that any reports or recommendations, excluding those matters relating to labour relations or collective bargaining, about to be made to the Municipal District of Spirit River #133 Council dealing with matters of policy and/or conditions of employment and which affect Employees within this bargaining unit, shall be communicated in writing to the Union in ten (10) days to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them when they are dealt with by the Municipal District of Spirit River #133 Council.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Definition of Grievance

Any difference concerning the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the difference is arbitrable, shall be settled without stoppage of work or refusal to perform work in accordance with the procedures set out in this Article 11.

11.02 Types of Grievances

Grievances shall be of two (2) types, namely:

- a) Individual grievances are grievances relating to or affecting the rights of one (1) or more specific individuals. Grievances dealing with dismissal shall be entered at Step 2 and shall be initiated within fifteen (15) working days of dismissal.
- b) Policy grievances, that is, grievances which directly affect two (2) or more Employees in the bargaining unit.

11.03 Commencement of Individual Grievances

Step 1: Individual grievances must be initiated in writing to the Department Head within fifteen (15) working days of the day of the incident giving rise to the grievance and shall be initiated by the Union or the individual concerned. All individual grievances shall specify the details of the grievance including the nature of the grievance, the clause or clauses of this

Agreement upon which the grievance is based, and the remedy requested.

Reply of Department Head

The department head shall review the individual grievance and shall provide the Union and the grievor with a written decision together with the reasons therefore within seven (7) working days from the day that the grievance was initiated. Failing satisfactory settlement, the Grievance is moved to Step 2.

Appeal to Municipal Administrator

Step 2: If the decision of the department head does not settle the grievance, the Union must, within seven (7) working days from the day that the decision was received by the Union, appeal the decision in writing to the Municipal Administrator of the Employer and such appeal shall specify all the details of the grievance including the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested. Failing satisfactory settlement, the Grievance is moved to Step 3.

Decision of Municipal Administrator

Step 3: The Municipal Administrator of the Employer, or their designate, shall hold a hearing within five (5) working days of the date that the Municipal Administrator receives an appeal of an individual grievance. The Municipal Administrator shall provide the Union with a written decision of the grievance together with the reasons therefore within five (5) working days of the hearing. Failing settlement at this Step, the Grievance will be referred to arbitration as per Article 11.05.

11.04 Commencement of Policy Grievances

Step 1: A policy grievance must be initiated in writing by the Union with the Municipal Administrator of the Employer within fifteen (15) working days of the time of the incident which gives rise to the grievance. The policy grievance shall specify all of the details of the grievance including the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested.

Decision of Municipal Administrator

The Municipal Administrator of the Employer, or their designate, shall hold a hearing within five (5) working days of the date that the Municipal Administrator receives an appeal of a policy grievance. The Municipal Administrator shall provide the Union with a written decision of the grievance together with the reasons therefore within five (5) working days of the hearing. Failing settlement at this Step, the Grievance will be referred to arbitration as per Article 11.05.

11.05 Reference to Arbitration

If the decision of the Municipal Administrator, or their designate, does not settle the individual grievance or the policy grievance, as the case may be, the Union must within seven (7) working days from the day the decision was received by the Union, providing that the grievance has been properly processed in accordance with the grievance procedure, refer the grievance to arbitration as hereinafter set out:

- a) Policy grievances and grievances involving the dismissal of an Employee which are to be referred to arbitration shall be referred to an arbitration board. All other grievances referred to arbitration shall be referred to a single arbitrator.
- b) When a Policy grievance or a grievance involving the dismissal of an Employee is referred to arbitration under this Agreement the notice referring the matter to arbitration shall state the name and address of the nominee of the Union. Within seven (7) days thereafter, the Employer shall advise the Union of the name and address of its nominee to the arbitration board. The two (2) nominees shall then select a third person who shall be chairman of the arbitration board.
- c) When grievances other than those identified in 11.05 (b) above are referred to arbitration under this Agreement, the notice referring the matter to arbitration shall state the names and addresses of those persons which the Union proposes as being acceptable to act as an arbitrator in the proceedings. Within seven (7) days thereafter, the Employer shall advise the Union as to whether or not any person from the list submitted by the Union is acceptable as an arbitrator. If none of the persons, submitted by the Union for consideration as arbitrator, are acceptable to the Employer, the Employer shall provide the Union with the names and addresses of persons which it considers qualified to act as an arbitrator for their consideration.
- d) If the parties to this Agreement cannot agree on a single arbitrator, or the Employer fails to appoint its member to an arbitration board, or if the two (2) nominees to the arbitration board fail to agree upon

a Chairman within seven (7) days of appointment or notice as provided above, the required appointment or appointments shall be made by the Minister of Labour upon the request of either party.

- e) The arbitrator or chairman of an arbitration board shall determine their own procedure and shall give all parties the opportunity to present evidence and make representations.
- f) The single arbitrator or arbitration board as the case may be shall hear and determine the grievance and shall issue an award in writing and this award shall be final and binding upon the Employer and the Union and upon any Employee affected by it, in the case of an arbitration board the decision of the majority is the award of the board, but if there is no majority, the decision of the chairman governs, and it is then deemed to be the Award of the board.
- g) Each party to the arbitration shall bear the expense of its respective nominee to an arbitration board and the two (2) parties shall bear equally the expenses of the chairman or the single arbitrator as the case may be.
- h) The arbitrator or arbitration board as the case may be, by their decision shall not alter, amend or change the terms of the Collective Agreement.

11.06 General

- a) For the purposes of the preceding provisions of Article 11, "working days" shall mean consecutive days exclusive of Saturday and Sunday.
- b) The preceding time limits in the grievance procedure may be extended by mutual agreement in writing between the Employer and the Union.
- c) No grievance will be defeated or disallowed by reason of any formal or technical objection or defect in form.
- d) When the Union does not meet the timelines of the grievance process without notice, the grievance shall be deemed abandoned.
- e) When the Employer does not meet the timelines of the grievance process without notice, the grievance shall be advanced to the next stage.

11.07 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for settlement of grievances, the Employer acknowledges the rights and duties of the Union grievance committee and the Union Stewards. The Steward, subject to Article 11.11, may assist any Employee who the Steward represents in preparing and presenting their grievance in accordance with the grievance procedure.

11.08 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in their performance of their duties while investigating a grievance as provided in this Article. The Union recognizes that each Steward is employed full-time by the Employer and that they will not leave their work during working hours without first obtaining the permission of their supervisor in accordance with Article 11.12.

11.09 If an accredited representative of the Union is required to investigate or meet with the Employer's representative, or attend a hearing to discuss a grievance during working hours, they shall be granted leave with pay subject to suitable arrangements with their immediate supervisor concerning their own work responsibilities. If the Employee who is grieving is required to attend a hearing, they shall be granted leave with pay at their regular rate of pay.

11.10 The Employer shall supply the necessary facilities for grievance meetings, however the costs for the use of a facility used to accommodate an arbitration hearing shall be borne equally by both parties, when an Employer owned facility is not used.

ARTICLE 12 - DISCIPLINE

12.01 Warnings

Whenever the Employer or its authorized agent deems it necessary to censure an Employee, in a manner indicating that dismissal may follow any further infraction or may follow if such Employee fails to bring their work up to a required standard by a given date the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Employee involved, with a copy to the shop steward of CUPE Local 787 sub and the National Representative.

- 12.02 Prior to the imposition of discipline or discharge, an Employee shall be given the reason in the presence of a Shop Steward. The Union shall be advised promptly in writing by the Employer of the reason for such discipline.
- 12.03 All discipline will be progressive and corrective in nature, and an Employee may be disciplined or dismissed only for just cause.
- 12.04 An Employee shall have the right at any time to have access to and review their personnel record in the presence of an Employer representative. An Employee who has been subjected to disciplinary action may, after eighteen (18) months of continuous service from the date the disciplinary action was taken, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request will be granted providing the Employee's file does not contain any further record of disciplinary action during that eighteen (18) month period, and there are no outstanding grievances relating to disciplinary action.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined

Seniority is defined as the length of service accumulated in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, and recall. Seniority shall operate on a bargaining unit-wide basis.

13.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

13.03 Loss of Seniority

An Employee shall not lose seniority rights if they are absent from work because of sickness, accident, or approved leave of absence. An Employee shall only lose their seniority in the event:

- a) they are discharged for just cause and is not reinstated.
- b) they resign in writing and does not withdraw within two (2) days.

- c) they are absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- d) they fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or injury substantiated by a medical certificate. It shall be the responsibility of the Employee to keep the Employer informed of their current address.
- e) they are on layoff in excess of twelve (12) months.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

When a vacancy in a regular position within the scope of this Agreement is required to be filled by the Employer, or when a new regular position within the scope of this Agreement is created, the Employer shall immediately notify the Union in writing and within one (1) week post notices of the vacancy in the Employer's office, shops and on all bulletin boards for a minimum of one (1) week so that all members may know about the vacancy. All postings shall state a closing date for the competition and the Employer shall not be required to accept any applications submitted after the closing date.

The Employer may post externally at the same time as an internal posting, so long as all internal candidates are considered prior to external candidates.

The Employer must post out of scope job positions following the language above, however, it is recognized that the Employer has absolute control over the hiring process for out of scope personnel, and that non-selection grievances for out of scope positions shall not be allowed.

14.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

14.03 Role of Seniority in Promotions and Transfers

Both Parties recognize:

- a) The principles of promotion within the service of the Employer.
- b) That job opportunities should increase in proportion to length of service.
- c) Therefore, in making staff changes, transfers, or promotions within the scope of this agreement, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 14.02. Appointments from the bargaining unit shall be made within three (3) weeks of posting.

14.04 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. They shall be placed on trial for a period of forty (40) days conditional on satisfactory service. The Employee shall be declared regular after the period of forty (40) days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, and without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

14.05 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for qualification prior to filling of vacancy. Such Employee may be given a trial period to qualify within a reasonable length of time and to revert to their former position if the required qualifications are not met within such time.

14.06 The Union shall be notified of all staff changes including layoffs, recalls, hiring, firings, promotions and transfers.

ARTICLE 15 - LAYOFFS AND RECALLS

15.01 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their bargaining unit wide seniority provided that the remaining Employees have the qualifications to fill the positions available.

15.02 Recall Procedure

Employees shall be recalled in the order of their seniority provided they have the required qualifications to fill the positions available.

15.03 No New Employees

No new Employees shall be hired until those laid off with the required qualifications have been given an opportunity of recall.

15.04 The Employer shall endeavor to provide written notice two (2) weeks in advance of layoffs anticipated to be in excess of thirty (30) calendar days.

ARTICLE 16 - HOURS OF WORK

16.01 Regular Hours – Field Personnel

The regular workday shall be eight (8) hours. No eight (8) hour work shift shall be spread over a period longer than eight and one half (8 ½) hours with one half (½) hour for meal break. The regular work week shall be five (5) days from Monday to Friday inclusive, for a total for forty (40) hours.

16.02 An Employee whose regular workday shift requires that he start before 6:00 a.m. or finish after 6:00 p.m. shall receive an additional one dollar (\$1.00) per hour for all hours worked before 6:00 a.m. and after 6:00 p.m.

16.02.01 An Employee whose overtime hours require that they start before 6:00 a.m. or finish after 6:00 p.m. shall receive an additional one dollar (\$1.00) per hour for all hours worked before 6:00 a.m. and after 6:00 p.m. (Employees working overtime are entitled to the premium, but the premium is not subject to the overtime multiplier).

16.03 An Employee whose regular work week requires that they work on a Saturday or a Sunday shall receive an additional one dollar (\$1.00) per hour for all hours worked on a Saturday or a Sunday.

16.03.01 An Employee whose overtime hours fall on a Saturday or a Sunday shall receive an additional one dollar (\$1.00) per hour for all hours worked on a Saturday or a Sunday.
(Employees working overtime are entitled to the premium, but the premium is not subject of the overtime multiplier)

16.04 An Employee who works both on the weekend and in the evening as described in 16.02, 16.02.01, 16.03 and 16.03.01 will be entitled to both premiums as laid out in those clauses. These premiums shall not be subject to an overtime multiplier.

16.05 Regular Hours – Office Personnel

The regular hours of work for office personnel shall not exceed seven (7) hours per day or thirty-five (35) hours per week. The Employer shall establish the regular work schedules in accordance with such hours. Subject to being altered in accordance with the efficient operation of the Employer as determined by the Employer, the present hours of work for office personnel are:

- 8:30 a.m. to 4:30 p.m. Monday to Friday with a one hour unpaid lunch break.

16.06 Paid Rest Period

An Employee shall be permitted a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift in an area made available by the Employer.

16.07 Reporting Pay Guarantee

An Employee reporting for work on their regular shift shall be paid their regular rate of pay for the entire period of work.

16.08 Upon mutual agreement, between the Union and the Employer, the Parties may enter into a modified work week in the best interest of time management and efficiency.

Designated Holidays will be paid out on the same hourly basis as the hours of work set out in any agreement for a modified work week.

Should Employees receive vacation during a period when they are employed in accordance with a modified work week agreement, they shall receive vacation credit equal to their normal daily hours of work.

Daily hours of work will be understood as specified in 16.01 and 16.02.

ARTICLE 17 - OVERTIME DEFINED

17.01 Overtime Defined - Office Personnel

- a) All time worked in excess of seven (7) hours per day, or in excess of thirty-five (35) hours per week, or on a holiday shall be considered overtime.
- b) All overtime must be preauthorized by immediate supervisor.

Compensation for Work in Excess of Seven (7) Hours Per Day

- a) All overtime worked in excess of seven (7) hours per day shall be paid for at the rate of time and one half (1 ½ X).
- b) Banking of Overtime

Employees may be able to bank overtime hours worked at the overtime rate of pay to be used at a later date that is mutually agreeable between the Employee and Employer.

At no time shall this overtime bank exceed one hundred twenty (120) hours.

All overtime in excess of forty (40) hours will be paid out March 31st of each year, which shall be deemed the anniversary date of all overtime worked unless an Employee and Employer mutually agreed otherwise. No grievance shall be filed when mutual agreement does not exist.

17.02 Overtime Defined – Field Employees

- a) All time worked in excess of eight (8) hours per day, or in excess of forty (40) hours per week, or on a holiday shall be considered overtime.
- b) All overtime must be preauthorized by immediate supervisor.

Compensation for Work in Excess of Eight (8) Hours Per Day

(a) All overtime worked in excess of eight (8) hours per day shall be paid for at the rate of time and one and one half (1 ½).

(b) Banking of Overtime

Employees may be able to bank overtime hours worked at the overtime rate of pay to be used at a later date that is mutually agreeable between the Employee and Employer.

At no time shall this overtime bank exceed one hundred twenty (120) hours. The accumulated overtime shall be taken at a mutually agreeable time within twelve (12) months from the date the overtime was worked. Any overtime not taken within the twelve months will be paid out at the overtime rate of pay applicable at the time of payout.

17.03 Compensation for Work in Excess of Forty (40) Hours Per Week on a Saturday or Sunday

All overtime worked in excess of forty (40) hours per week on a Saturday shall be paid for at the rate of time and one half (1 ½ X). All overtime worked in excess of forty (40) hours per week on a Sunday shall be paid for at the rate of double time (2 X).

17.04 Time off in lieu of overtime pay may be taken at the applicable overtime rate by mutual agreement between the Employer and Employee. The time off in lieu shall be taken at a time mutually agreed between the Employer and Employee.

17.05 Call Back Pay Guarantee

An Employee who is called back to work outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates. They shall be paid from the time they leave their home to report for duty until the time they arrive back upon proceeding directly from work.

ARTICLE 18 - HOLIDAYS DESIGNATED

18.01 Paid Holidays

The Employer recognizes the following as paid holidays:

- i) New Year's Day
- ii) Family Day
- iii) Good Friday
- iv) Easter Monday
- v) Victoria Day
- vi) Canada Day
- vii) August Civic Holiday
- viii) Labour Day
- ix) Thanksgiving Day
- x) Remembrance Day
- xi) Christmas Day
- xii) Boxing Day

18.02 Compensation for Holidays Falling on Saturday or Sunday

All Employees in the bargaining unit shall receive the recognized paid holidays for which they are eligible with pay, or other days with pay in lieu of such paid 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. Not applicable when Employee is on WCB or unpaid leave of absence.

18.03 Compensation for Regularly Scheduled Work on Holiday

An Employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one (1) day pay. An Employee working on a paid holiday shall receive pay at one and one half (1 ½) times the regular hours of work for the first eight (8) hours, and double time thereafter plus one (1) day off mutually agreed by both parties preferably within thirty (30) days.

18.04 Designated Day for a Holiday

When an Employee works on the day designated by the Employer for the observance of a paid holiday, they shall be paid overtime rates for all hours worked.

18.05 Holidays Falling on Saturdays or Sundays

When a paid holiday falls on a Saturday or Sunday the following Monday shall be observed in lieu of the paid holiday. When paid holidays fall on a Saturday and a Sunday the following Monday and Tuesday shall be observed in lieu of these paid holidays. The above may be changed by mutual agreement between the Union and the Employer.

ARTICLE 19 - VACATION

19.01 Length of Vacation

A regular full-time Employee shall be entitled to an annual vacation with pay as follows:

Length of Service	Vacation Earned (% of income)	Days entitled (Full Time)	Carryover allowed to the next year
Under 1 year	4	10 working days per year (pro-rated monthly)	All days earned
After 1 year	6	15 working days per year	5 days
After 5 years	8	20 working days per year	10 days
After 10 years	10	25 working days per year	15 days
After 15 years	12	30 working days per year	15 days
After 20 years	14	35 working days per year	20 days
After 25 years	16	40 working days per year	20 days

19.02 Part-time Employees shall earn vacation as a percent of income at the rate listed above, for all hours worked, and shall accumulate days entitled on a pro-rated basis for all hours worked.

19.03 Casual and temporary Employees shall be paid vacation on every pay at the rates listed above based on hours worked, but shall not accumulate vacation days.

19.04 Two (2) weeks block vacation shall be allowed for any Employee who has completed one (1) year service, shall be allowed two (2)

consecutive unbroken weeks, provided they request two (2) consecutive weeks and have two (2) weeks of accrued time.

19.05 Notice an Employee has declined two (2) consecutive weeks

An Employee who requests days or weeks off but less than the two (2) consecutive weeks in Article 19.04, leaving them with less than two (2) weeks vacation credits in the year, will have been deemed to have provided notice they are declining their right to two (2) consecutive weeks as per Article 37 (2) of the Employment Standards Code.

19.06 The calendar year shall extend from January 1st to December 31st. After each five (5) years of continuous service a regular Employee shall qualify for an extra twenty (20) working days of unpaid vacation. The Employee shall give thirty (30) days notice of their desire to take such extra unpaid vacation and such extra unpaid vacation shall be taken at a time mutually agreed between the Employee and the Employer. The extra unpaid vacation leave shall not be cumulative.

19.07 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an Employee's vacation period they shall be allowed an additional vacation day with pay.

19.08 Vacation Pay on Termination

An Employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, upon termination.

19.09 Vacation Pay on Retirement

On retirement an Employee shall be entitled to the same vacation or vacation pay which they would have earned if they had continued in employment to the end of the calendar year.

19.10 Unbroken Vacation Period

An Employee may be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the Employee and the Employer.

19.11 Approved Leave of Absence During Vacation

Where an Employee is qualified for sick leave, bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be added to the vacation period. In order to qualify for the vacation so displaced, the Employee shall be required to submit to the Employer a medical certificate or other satisfactory proof of the sickness or bereavement.

19.12 Written Notice

Employees shall be required to put in vacation requests for the months of July and August by April 15th. Vacation entitlement for these summer months shall be allocated according to seniority. Vacation schedules shall be posted by April 30th of each year. Once the summer vacation allocations have been posted, additional vacation time in the summer shall be allocated insofar as the efficient operation of a department will permit on a first come first serve basis.

ARTICLE 20 - EMPLOYEE BENEFITS

20.01 Sick Leave Defined

Sick leave means the period of time a regular Employee is absent from work by virtue of being sick, disabled, or exposed to a contagious disease.

20.02 Twenty-four (24) days sick leave per year shall be earned by a regular Employee at the rate of two (2) days for every complete month an Employee is employed. Part-time Employees shall be prorated based on hours worked.

20.03 Accumulation of Sick Leave

The unused portion of a regular Employee's sick leave shall accrue to a maximum of one hundred twenty (120) working days.

An Employee shall not lose, accrue or have access to sick leave benefits when on layoff.

20.04 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than one-half (½) day shall not be deducted. Absence for one-half (½) day or more, and less than a full day shall be deducted as one-half (½) day.

20.05 Proof of Illness

In order to be eligible for sick leave pay an Employee shall submit medical evidence of illness or injury in a form satisfactory to the Employer. Normally, such proof shall not be required unless an absence extends beyond three (3) days and shall take the form of a medical certificate signed by the attending physician providing satisfactory evidence of the illness or injury and the Employee's ability to resume the regular duties of their position.

20.06 Death of an Employee

In the event of the death of an Employee, all outstanding accrued benefits, wages and vacation pay entitlement shall be paid to the Employee's estate.

20.07 Employer Contributions to Hospital and Medical Insurance

- i. Coverage will begin on the first day of the month following date of hire, unless starting on the first working day of the month. The Employer shall provide and pay one hundred percent (100%) of the following benefits:
- ii. Supplementary Benefits
 - a) Vision Care

A vision care package with a minimum coverage of five hundred dollars (\$500.00) every two (2) years for each dependent member of a family plan.
 - b) Extended Health Care
 - c) Dental Plan
 - d) Basic Group Life/Accidental Death & Dismemberment
 - e) Dependent Group Life

iii. Employee Contributions

a) Long-Term Disability Plan

The Employee shall pay one hundred percent (100%) of the premium cost of the plan

20.08 Sick Leave Records

Accrued sick leave will be reported on each Employee's monthly payroll earnings slip.

20.09 Pensions

The Employer will maintain the Local Authorities Pension Plan for all regular Employees covered under the scope of this Agreement.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Employees on the Leaves of Absence 21.02 – 21.17 shall accrue and retain seniority. Employees on Leave of Absence 21.18 shall retain, but not accrue seniority.

21.02 Unpaid Leave of Absence for Union Functions

Leave of absence without pay and without loss of benefits shall be allowed Employees to attend C.U.P.E. conventions, executive and committee meetings of C.U.P.E., its affiliated or chartered bodies and any labour organizations with which the Union is affiliated.

21.03 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer. A maximum of two (2) Employees will be allowed leave for negotiations without loss of pay or benefits.

21.04 Paid Bereavement Leave

Employees shall be entitled to bereavement leave up to a maximum of five (5) working days with pay at the time of death of an immediate relative as follows: son, daughter, current spouse (including common law spouse), mother, father, sister, brother, step parents, step children and step siblings, step grandchildren, parent of current spouse, son-in-law, daughter-in-law, grandparent, grandchild, sister-in-law, brother-in-law, grandparent of spouse, or legal guardian.

21.05 Parental Leave Without Pay

Parental leave shall be granted by the Employer on the following basis:

- a) Parental leave shall be granted by the Employer to a regular Employee who has completed no less than their probationary period upon their application to his/her department head. However, should no application be made by the Employee for parental leave, the Employee will be deemed to have resigned their position and the Employer will be under no obligation to provide future employment.
- b) Parental leave shall be without salary or sickness allowance, but the Employee on such leave will not lose seniority.
- c) Before commencing parental leave, an Employee must:
 - i) Give their Employer one (1) month notice in writing of the day upon which they intend to commence parental leave.
 - ii) Provide their Employer with a medical certificate giving the estimated date of delivery.
 - iii) Continue to work or be available for work until the expiry of the one (1) month notice unless medically unable to do so.
- d) The total length of time of a parental leave, except as hereinafter provided, shall not exceed a duration of twelve (12) months.
- e) An Employee returning from parental leave will be given their former position unless it has been eliminated. A comparable position at their former rate of pay will be offered provided two (2) weeks notice of return is given to the Employer.
- f) Benefits will continue during this period.

21.05.01 Employees who have completed twelve (12) months service prior to commencement of leave, and who have agreed to return to work for at least one year following the leave shall be entitled to Employment Insurance (E.I.) sub payments. During the EI two (2) week waiting period the Employer shall pay ninety-five (95%) percent of the Employee's normal basic salary. During the following fifteen (15) weeks the Employer shall supplement the weekly E.I. payments up to ninety-five (95%) percent of the Employee's basic salary.

21.06 Paid Family Illness Leave

Regular Employees shall be allowed leave of absence with pay and without loss of seniority and benefits in the event of serious illness of an Employee's spouse and/or children for up to five (5) days within any year. A temporary Employee with an accumulated seniority of twelve (12) months or more shall be eligible for leave under this Article.

21.07 Paid Personal Leave

Regular Employees shall be allowed three (3) days of access to accumulated sick leave to be used as personal leave. Such leave shall be without loss of seniority and benefits.

21.08 Paid Jury Duty

It is agreed that when an Employee is subpoenaed to appear for jury duty, during regular hours of work, they shall be allowed the required time off without loss of pay, at their regular rate of pay, provided any monies received for this appearance are assigned to the Employer.

21.09 Unpaid Compassionate Care Leave

Employees who have worked for the Employer for at least ninety (90) days shall be entitled to twenty-seven (27) weeks of Compassionate Care Leave to care for a family member needing such care. The Employer may ask for documentation that such care is required, provided they pay any such documentation costs.

21.10 Paid Sick Leave

Paid Sick Leave shall be administered as laid out in Article 20.

21.11 Unpaid Long-Term Illness Leave

Employees who have worked for the Employer for at least ninety (90) days shall be entitled to 16 weeks of unpaid Long-Term Illness Leave following the expiry of their sick bank credits. The Employer may ask for documentation that such time is required, provided they pay any such documentation costs.

21.12 Unpaid Death / Disappearance of a Child Leave

Employees who have worked for the Employer for at least ninety (90) days shall be entitled to fifty-two (52) weeks of unpaid Leave following the death or disappearance of their child. The Employer may ask for documentation of the event, provided they pay any such documentation costs.

21.13 Unpaid Critical Illness of a Child Leave

Employees who have worked for the Employer for at least ninety (90) days shall be entitled to thirty-six (36) weeks of unpaid Leave in the event of a critically ill child. The Employer may ask for documentation that such care is required, provided they pay any such documentation costs.

21.14 Unpaid Domestic Violence Leave

Employees who have worked for the Employer for at least ninety (90) days shall be entitled to ten (10) days of unpaid Domestic Violence Leave. The Employee may choose to utilize sick bank credits to take these as paid days if they so choose.

21.15 Paid Domestic Violence Leave

Employees who have worked for the Employer for at least ninety (90) days shall be entitled to one (1) day of paid Domestic Violence Leave if they need to use daylight hours for the purposes of escaping Domestic Violence.

21.16 Unpaid Citizenship Ceremony Leave

Employees who have worked for the Employer for at least ninety (90) days shall be entitled to one half (0.5) days of unpaid leave to attend their citizenship ceremony. The Employer may ask for documentation that the ceremony is occurring, provided they pay any such documentation costs.

21.17 Leave to Vote

All Employees shall have three (3) consecutive hours to vote in all Municipal, Provincial and Federal elections. The minimum number of paid hours possible to allow for this time will be the number provided. (for instance, if polling closes at 8:00pm, and an employee is scheduled to work until 5:30, they will be allowed 0.5 hours of paid leave)

21.18 All other Unpaid Leaves of Absence

Employees who have worked for the Employer for at least ninety (90) days may request a Leave of Absence. The Employer may approve such Leaves at their discretion.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 Rates of Lead Hand and Charge Hands

Lead Hand will be paid an additional one dollar (\$1.00) per hour above their regular rate of pay.

Charge Hands will be paid an additional seventy-five cents (75¢) per hour above their regular rate of pay while so employed.

Charge Hand is defined as an Employee appointed by their department head to supervise a crew.

A Lead Hand is a posted position.

22.02 Pay Days

The Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement.

22.03 Pay on Transfer – Lower Rated Job

When an Employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

22.05 Pay on Temporary Transfers – Higher Rated Jobs

When an Employee temporarily relieves in or performs the principle duties of a higher paying position, they shall receive the rate pay for the related position in full day increments.

22.06 Equal Pay for Equal Worth

Employees shall receive equal pay for equal worth, regardless of gender.

22.07 Kilometrage Allowance

In the event that the Employer requires an Employee to use their own vehicle for the Employer's business, they shall be paid as follows:

- a) All kilometrage shall be calculated from the first day to the last day of each calendar month.
- b) Kilometrage allowance shall be calculated as per the Municipal District's policy. Whenever the policy is adjusted, this article shall automatically reflect the change in rate.

22.08 Educational Allowance

The Employer shall pay the cost of an academic or technical course required by the Employer. A regular Employee may apply for costs or cost sharing for other courses. If an Employee's application for approval is denied, the Employee shall be given the reason in writing. Approval must be given by the CAO for all education applications.

22.09 Overpayment of Wages

In the event that an overpayment of wages, allowances or benefits has been made to an Employee, the Employer shall have the right to make such deduction as may be necessary to correct said overpayment from any wages or allowances owed to said Employee. The payment schedule shall be acceptable to both parties.

ARTICLE 23 - SAFETY AND HEALTH

23.01 Workers' Compensation

The Employer will provide coverage for all Employees under the Workers' Compensation Act. No Employee will lose seniority rights or have their employment with the Employer terminated while in receipt of Workers' Compensation benefits.

23.02 Benefits will continue during this period.

23.03 Injury Pay Provisions

An Employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the Employee is fit for further work on that shift.

23.04 Transportation of Accident Victims

Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident shall be at the expense of the Employer.

23.05 Protective Clothing

Clothing

The Employer shall supply permanent full-time Field Employees the following: two (2) pairs of winter coveralls, and two (2) pairs of regular coveralls. A temporary Employee with twelve (12) or more months service is entitled to two (2) pairs of regular coveralls. These items will be replaced every two (2) years or with a demonstrated need.

Safety Boot Allowance

A permanent Field Employee upon hire, or a temporary field Employee upon hire, so long as that Employee will receive four (4) or more months service is entitled to a safety boot allowance of up to three hundred dollars (\$300.00) per year upon submission of a receipt. This amount is cumulative for two (2) years. If an Employee does not work four (4) months, the allowance shall be pro-rated.

Personal Safety Equipment

Protective clothing and safety equipment shall be provided by the Employer as required by the Occupational Health and Safety Act at no cost to the Employee.

Hard Hats and Safety Vests

The Employer shall supply all hard hats and safety vests for all the Employees.

23.06 First Aid Kits

The Employer shall supply and maintain for each machine, truck and in the shop a first aid kit.

23.07 First Aid Training

The Employer will make available to an Employee the opportunity to attend a properly accredited Cardiopulmonary Resuscitation (CPR) and First Aid Course. Time spent attending this course will be considered as time worked, and the Employer will assume all costs, if any, of this course. Scheduling of this course shall be set in agreement with both the Employer and Employee. If the Employee does not attend the scheduled course, they will be responsible for payment of the course fee.

23.08 A Joint Health and Safety Committee consisting of two (2) representatives of the Employer and two (2) representatives of the Union shall meet at the request of either party.

23.09 The Committee shall enjoy the full support of both parties in the interests of:

- a) promoting safety and sanitary practices;
- b) promoting education and training in the area of health and safety;
- c) reviewing suggestions and questions from Employees on health and safety issues;
- d) correcting health and safety conditions causing grievances and misunderstandings.

23.10 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including disputes over the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members of the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 24 - LABOUR MANAGEMENT

24.01 A Labour Management Committee, consisting of two (2) representatives of the Employer and two (2) representatives of the Union shall meet at least three (3) times per year or at the request of either party.

24.02 The Committee shall enjoy the full support of both parties in the interests of:

- a) improving and extending services to the public;
- b) promoting safety and sanitary practices;
- c) promoting education and training;
- d) reviewing suggestions from Employees, questions of working conditions and service (but not grievances);
- e) correcting conditions causing grievances and misunderstandings.

The Committee will meet upon request of either party.

24.03 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including disputes over the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members of the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 25 - GENERAL

25.01 The entire Collective Agreement will be gender neutral.

25.02 Field Employees Commencement of Work Location

All Field Employees will report to the shop at the commencement time of their shift and will finish their shift at the shop at the completion time of their shift, unless other arrangements have been mutually agreed to between the Employer and the Employee.

ARTICLE 26 – SERVICE RECOGNITION

The Employer agrees service recognition is an important token of thanks to all long service Employees for their service and contribution to the Municipality During their Employment. The Employee shall be provided a service award according to the following table.

Years of Service	Awards
5	\$75.00
10	\$75.00
15	\$75.00
20	\$75.00

Upon retirement if employed with the Municipality for two (2) to five (5) years of Employment seventy-five dollars (\$75.00) base amount plus twenty-five dollars (\$25.00) for every year served to a maximum of five hundred dollars (\$500.00).

Upon retirement if employed with the Municipality for five (5) years or more one hundred dollars (\$100.00) base amount plus twenty-five dollars (\$25.00) for every year served.

ARTICLE 27 - TERM OF AGREEMENT

27.01 Duration

This Agreement shall be binding and remain in effect from January 1, 2019 to December 31, 2020 and shall continue from year to year thereafter unless either party gives to the other party notice in writing in according with the Labour Relations Code that it desires its termination or amendment.

27.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement.

Both parties shall adhere to the terms of this Agreement during collective bargaining. If negotiations extend beyond the termination of the Agreement, any revision in wages and salaries mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

27.03 This Agreement shall remain in full force and effect until a new agreement has been signed or until the right to strike or lockout occurs.

Dated this 30th day of September, 2019 A.D., at the Municipal District Office in Spirit River, in the Province of Alberta.

For the Union

For the Employer



SCHEDULE "A"

Classification	January 2019 1.9%			Ratification Date 2019 – 2.5%		
	Probation Rate	4-12 Months	1 Year	Market Increase		
				Probation Rate	4-12 Months	1 Year
*Labourer / Light Equipment	\$22.87	\$23.63	\$24.00			
**Medium Equipment Operator	\$27.17	\$27.94	\$28.42	\$27.85	\$28.64	\$29.13
Heavy Equipment Operator	\$31.93	\$32.87	\$33.51	\$32.73	\$33.69	\$34.35
Municipal Clerk	\$27.26	\$28.07	\$28.53	\$27.94	\$28.77	\$29.24
Receptionist / Office Employee	\$24.74	\$25.38	\$25.70	\$25.36	\$26.02	\$26.34
**Weed Inspector	\$22.87	\$23.63	\$24.00			
Para Transit	\$27.17	\$27.94	\$28.42	\$27.85	\$28.64	\$29.13

A 2.5% wage increase shall be applied on the date of ratification.

** Weed inspector, Labourer / Light Equipment shall get the 1.9% retroactive and the COLA in 2020 but are not subject to the 2.5% market increase.

Advancement through the pay grid shall be based on service to the Employer.

COST OF LIVING ADJUSTMENTS for 2020

To protect the living standards of the Employees, the Employer agrees to a wage increase matching the consumer price index for Alberta as published by statistics Canada in addition to the wage increase in Schedule "A" of the agreement.

CPI rates posted from the 2019 year that are posted in January of 2020 of the following year; those rates will be added to the current year of wages by February 1, 2020 retroactive to January 1, 2020.

COST OF LIVING ADJUSTMENTS for 2020

To protect the living standards of the Employees, the Employer agrees to a wage increase matching the consumer price index for Alberta as published by statistics Canada in addition to the wage increase in Schedule "A" of the agreement.

CPI rates posted from the 2019 year that are posted in January of 2020 of the following year; those rates will be added to the current year of wages by February 1, 2020 retroactive to January 1, 2020.

SCHEDULE "A"

Classification	January 2019 1.9%			Ratification Date 2019 – 2.5%		
	Probation Rate	4-12 Months	1 Year	Market Increase		
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Municipal Clerk	\$27.26	\$28.07	\$28.53	\$27.94	\$28.77	\$29.24
Receptionist / Office Employee	\$24.74	\$25.38	\$25.70	\$25.36	\$26.02	\$26.34
**Weed Inspector	\$22.87	\$23.63	\$24.00			
Para Transit	\$27.17	\$27.94	\$28.42	\$27.85	\$28.64	\$29.13

Classification	January 2020		
	COLA 2.3% Increase		
*Labourer / Light Equipment	\$23.40	\$24.17	\$24.55
**Medium Equipment Operator	\$28.49	\$29.30	\$29.80
Heavy Equipment Operator	\$33.48	\$34.47	\$35.14
Municipal Clerk	\$28.58	\$29.43	\$29.91
Receptionist / Office Employee	\$25.94	\$26.62	\$26.95
**Weed Inspector	\$23.40	\$24.17	\$24.55
Para Transit	\$28.49	\$29.30	\$29.80

Letter of Understanding #1

- between -

Canadian Union of Public Employees Local 787
(hereinafter referred to as the "Union")

- and -

Municipal District of Spirit River #133
(hereinafter referred to as the "Employer")

Re: Benefits

The parties recognize that in order to provide benefits to the employees under, Article 20.07 – Employer Contributions to Hospital and Medical Insurance, the Employer does not wish to pay higher premiums at this time and the Union does not wish to see any loss in benefits.

Both the Employer and the Union agree to work together to find a mutually agreeable benefits plan that may include a health spending account that provides for the needs of those entering the plan without diminished coverage while not increasing the cost to the Employer.

This Letter of Understanding shall be attached to and form part of the current Collective Agreement.

It shall become effective the date of signing and shall remain in effect until a new Collective Agreement has been ratified.

For the Union

For the Employer

Date: Sept 30, 2019

Date: Sept 30, 2019

Letter of Agreement

- between -

Canadian Union of Public Employees Local 787
(hereinafter referred to as the "Union")

- and -

Municipal District of Spirit River #133
(hereinafter referred to as the "Employer")

Re: Job Descriptions

The Union and Employer shall each appoint three (3) members to a committee that will meet with the intent of creating new job descriptions.

The committee will endeavour to meet with Employees regarding their day to day duties in the process of rewriting the job descriptions.

Any major change to job descriptions that increases an Employees responsibility shall also insure that their wage is commensurate with their duties.

For the Union

For the Employer

Date: Sept 30, 2019

Date: Sept 30, 2019

Letter of Agreement

- between -

Canadian Union of Public Employees Local 787
(hereinafter referred to as the "Union")

- and -

Municipal District of Spirit River #133
(hereinafter referred to as the "Employer")

Re: Medical Appointments

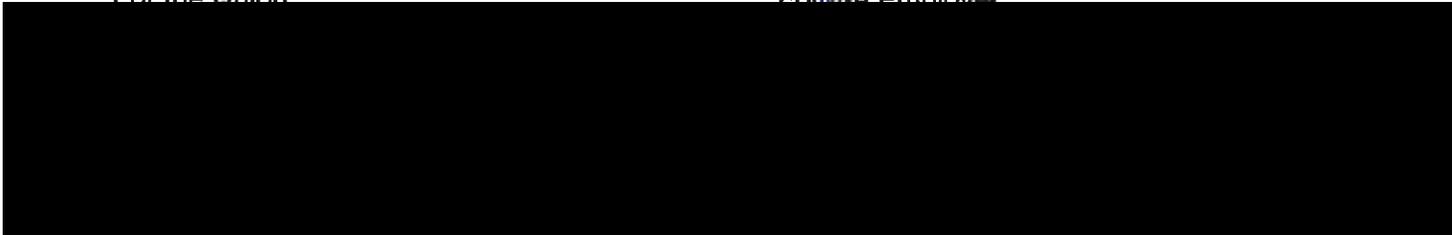
For purpose of medical appointments, the following applies:

- a) Due to travel for medical appointments, Full-time and Part-time Employees may take paid time off to a maximum of four (4) hours on a regular workday for medical appointments without it being considered special leave.
- b) In all cases, the supervisor responsible for the Full-time or Part-time Employee shall be entitled to limit paid time off for medical appointments in order to ensure operational needs are met.
- c) In cases where medical appointments take longer than four (4) hours during regular working hours, every effort will be made by the Employee to schedule medical appointments near the beginning or end of a shift.

Either party may propose amendments to this Letter of Understanding to the other party in writing. The other party will have up to sixty (60) days to review and consider any proposed amendments. The Union Local and the Employer agree that both parties must jointly agree to amendments proposed by either party in order for the amendments to take effect. The parties may, by mutual agreement, shorten the required timeframe for any amendment or termination of this Letter of Understanding.

For the Union

For the Employer



Date: Sept 30 2019

Date: Sept 30, 2019

Letter of Agreement

- between -

Canadian Union of Public Employees Local 787
(hereinafter referred to as the "Union")

- and -

Municipal District of Spirit River #133
(hereinafter referred to as the "Employer")

Re: Paratransit Bus Driver Job Description

Position Summary

This is a skilled labour position, involving the operation and minor maintenance of a paratransit bus. The paratransit driver will provide service to people with and without medical mobility issues. In addition to operating the vehicle, the paratransit driver will go above and beyond the duties of a regular bus driver to ensure that passengers are safe and comfortable in transit despite their physical limitations. The paratransit driver will receive oral and written instructions from a supervisor who will also evaluate the work performed.

Typical Duties

Your main duty as a paratransit driver is the safe operation of the paratransit vehicles used to transport people; some who may have physical challenges. Drivers promptly pick up and drop off riders according to a schedule that fits the needs of passengers. You will also assist passengers to board and exit the vehicle safely, fastening wheelchairs and other medical or mobility equipment in a secure fashion. In addition, you are responsible for maintaining records and trip logs that outline your driving activities.

Responsible for pre and post trip inspections, possible light maintenance like cleaning and washing of the vehicle.

Perform related duties as required.

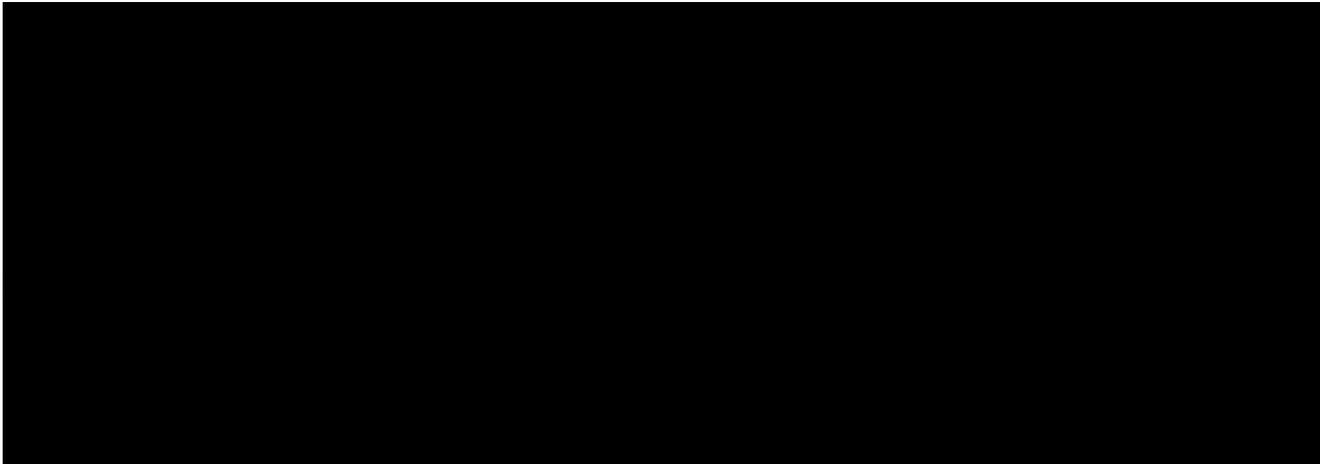
Knowledge, Abilities and Skills

- Ability to operate assigned equipment in a safe manner.
- Ability to detect minor defects in equipment used.
- Ability to understand and execute oral and written instructions.
- Physical strength and agility to perform the required duties.
- Ability to operate a bus in city traffic.
- Ability to understand and follow policies and procedures.
- Must exhibit patience and empathy when assisting elderly or handicapped individuals.
- Work in a safe manner following OH&S Act and regulations

Minimum Training and Experience Requirements

- Must be 21 years of age or older.
- Completion of the eighth school grade, supplemented by experience in the
- operation of equipment assigned to the position, or equivalent combination of
- training and experience.
- An acceptable driver abstract, a clear and current criminal background and vulnerable sector check must be provided on or before your first day of work.
- Possession of a valid Alberta Class 4 Motor Vehicle Operator's License. A Class 2 would be an asset.

Either party may propose amendments to this Letter of Understanding to the other party in writing. The other party will have up to ninety (90) days to review and consider any proposed amendments. The Union Local and the Employer agree that both parties must jointly agree to amendments proposed by either party in order for the amendments to take effect. The parties may, by mutual agreement, shorten the required timeframe for any amendment or termination of this Letter of Understanding.



Date: Sept 30, 2019

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