

TRANSIT COLLECTIVE AGREEMENT

- between -

Regional Municipality of Wood Buffalo

- and -

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



January 1, 2019 – December 31, 2023

Table of Contents

ARTICLE 1 – PURPOSE	4
ARTICLE 2 – UNION	4
ARTICLE 3 – MEMBERSHIP	4
ARTICLE 4 – LABOUR/MANAGEMENT COMMITTEE	5
ARTICLE 5 - MANAGEMENT RIGHTS.....	5
ARTICLE 6 - DEFINITIONS.....	5
ARTICLE 7 - PROBATIONARY PERIOD	6
ARTICLE 8 - TRANSFERS. PROMOTIONS & APPOINTMENTS	6
ARTICLE 9 – SENIORITY.....	8
ARTICLE 10 - LAY-OFF.....	9
ARTICLE 11 – HOURS OF WORK	10
ARTICLE 12 - ANNUAL VACATION	11
ARTICLE 13 – GENERAL HOLIDAYS	14
ARTICLE 14 – HEALTH RECOVERY LEAVE, SHORT TERM DISABILITY AND LONG TERM DISABILITY	15
ARTICLE 15 – WORKERS’ COMPENSATION BENEFITS	17
ARTICLE 16 – MATERNITY AND PARENTAL LEAVE	17
ARTICLE 17 – LEAVE OF ABSENCE	18
ARTICLE 18 – EMPLOYEE BENEFITS.....	19
ARTICLE 19 – HEALTH & SAFETY AND UNIFORMS	20
ARTICLE 20 – PAY AND WORK CONDITIONS.....	22
ARTICLE 21 – DISCHARGE, SUSPENSION AND DISCIPLINE	24
ARTICLE 22 – GRIEVANCE PROCEDURE.....	25
ARTICLE 23 – ARBITRATION	27
ARTICLE 24 – CLASSIFICATION	28
ARTICLE 25 - TERM OF AGREEMENT.....	28
ARTICLE 26 - GENDER NEUTRAL LANGUAGE	29
ARTICLE 27 – NOTICE TO UNION.....	29
ARTICLE 28 – NO DISCRIMINATION OR HARASSMENT	29
ARTICLE 29 - UNION LEAVE.....	29
SCHEDULE “A” WAGES.....	32
<i>Benefit and Binding</i>	33

APPENDIX "A" 34
APPENDIX "B" 40
APPENDIX "C" 42
LETTER OF UNDERSTANDING #1 46
LETTER OF UNDERSTANDING #2 47
LETTER OF UNDERSTANDING #3 49

ARTICLE 1 – PURPOSE

The parties acknowledge that the primary purpose of the Employer and Employees is:

- a) To promote and maintain a positive working relationship between the Employer, it's Employees and the Union;
- b) To recognize the mutual value of joint discussions and negotiations;
- c) To encourage efficiency in operations; and
- d) To enhance the quality of service provided to the people of Regional Municipality of Wood Buffalo

AND WHEREAS it is now desirable that matters pertaining to the working conditions of Employees are described in a collective agreement;

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

ARTICLE 2 – UNION

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

ARTICLE 3 – MEMBERSHIP

- 3.01 All Employees shall, as a condition of employment, be required to pay to the "Union" the regular "Union" dues, whether or not they are members of the "Union".
- 3.02 The "Employer" is hereby authorized to deduct from the wages of Employees, bi-weekly, the amount of such regular "Union" dues as may be specified, from time to time by the "Union" and pay such deductions to the "Union" on or before the 15th day of the month following. This payment shall be accompanied by a list of names of the Employees from whom the deductions were made and of the amount of the deductions. The "Employer" shall also provide the "Union" with a list of newly hired Employees once a month, when necessary.
- 3.03 The Employer shall provide the Union annually with the names, addresses and phone numbers of all Employees.

ARTICLE 4 – LABOUR/MANAGEMENT COMMITTEE

- 4.01 In order to promote harmony and efficiency within Employer’s operations, the Employer, will recognize a Labour/Management Committee.
- 4.02 The composition of the committee will normally be two (2) Employees and two (2) management members.
- 4.03 The purpose of this committee is to exchange ideas that:
- a) may lead to greater efficiency;
 - b) assist in resolving problems;
 - c) provide a framework for harmonious relations;
 - d) assist in the resolution of complaints, except for grievances where the grievance and arbitration procedures are provided;
 - e) promote and make recommendations in regards to Health and Safety matters;
 - f) deal with other matters which may be within their purview.
- 4.04 The Labour/ Management Committee shall be established within one (1) month of the signing of the Collective Agreement. Such meetings will take place on a quarterly basis during each year.
- 4.05 Deliberations and any recommendations of the Labour/Management Committee shall be of a nature that is not grievable under the terms and conditions of the Collective Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Employer reserves all rights not specifically restricted by provisions of this Agreement.
- 5.02 The Union recognizes the right of the Employer, to hire, promote and demote, transfer, classify, suspend or otherwise discipline and dismiss any Employees, subject to the right of the Employee concerned to lodge a grievance in the manner and to the extent provided in this Agreement.
- 5.03 The Union further recognizes the right of the Employer, to operate and manage its business, assign work, extra work, over time and to establish and alter from time to time rules, regulations and practices to be observed by the Employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

ARTICLE 6 - DEFINITIONS

- 6.01 “Basic Rate of Pay” shall mean the Wages as set out in Appendix “A” applicable to Employees in accordance with the terms of this Collective Agreement, exclusive of all premium payments.

- 6.02 "Continuous Service" shall mean the period of employment commencing on the latest date of employment that is not interrupted by termination, dismissal or change in status.
- 6.03 "Operators" shall mean a person covered by this Collective Agreement and employed by Regional Municipality of Wood Buffalo and engaged in operating regular transit and mobility transit buses.
- 6.04 "Employer" shall mean and include Regional Municipality of Wood Buffalo.
- 6.05 "Permanent Full-time Employee" shall mean an Employee who has successfully completed the Probationary Period and is working forty (40) or more hours per week.
- 6.06 "Permanent Part-time Employee" shall mean an Employee who has successfully completed the Probationary Period and is working **twenty-four (24) but** less than forty (40) hours per week.
- 6.07 "Union" shall mean The Canadian Union of Public Employees, Local 1505.
- 6.08 "Premium Payments" is defined as the payments paid to Employees under Article 20, Remuneration, Overtime, standby and call out pay.
- 6.09 Spare Board Operator shall mean an Operator who does not receive an assigned shift during the Roster pursuant to **APPENDIX "A"**. The terms and conditions of the Spare Board Operator are defined in **APPENDIX "A"**.
- 6.10 "**Temporary Employee**" shall mean any Employee hired on an interim basis as a Temporary Full-Time or Temporary Part-Time Employee for a position temporarily vacant (replacing an Employee on leave) or temporarily existing (special projects). If the Temporary Employee completes sixty (60) working months in a seven (7) year period they will automatically become a Permanent Full-Time Employee.

ARTICLE 7 - PROBATIONARY PERIOD

- 7.01 All newly hired Employees selected for a permanent position within the scope of this Agreement shall be required to serve a four (4) month probationary period. However, all newly hired Employees may be terminated at any time during the probationary period provided the provisions of the Alberta Employment Standards Code are followed. The Employee will have access to the grievance procedure as outlined in Article 22.

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

- 7.02 An Employee shall be advised in writing of satisfactory completion of the probationary period.

ARTICLE 8 - TRANSFERS, PROMOTIONS & APPOINTMENTS

- 8.01 A transfer means a lateral move to a different position/classification at the same rate of pay.

- 8.02 A promotion means a permanent vertical move to a higher paid classification and, similarly, a demotion means a permanent vertical move to a lower paid classification (see 8.07).
- 8.03 An appointment means a vertical move to a position out of the scope of this Agreement. Such appointees are subject to the policy of Regional Municipality of Wood Buffalo relating to the position and are not subject to the provisions of this Agreement.
- 8.04 All written applications for employment, transfers, or promotion shall be made to such Officer as Regional Municipality of Wood Buffalo may designate.
- 8.05 When a vacancy is to be filled within the bargaining unit, such vacancy shall be posted on the Municipality intranet for a period of nine (9) days, and the Union shall be notified in writing. Such postings shall indicate the nature of the position, qualifications (consistent with the position classification), shift (excluding Operators), wage and salary rate.
- 8.06 In making promotions, permanent transfers and demotions, the determining factors shall be knowledge; education, ability, performance and skills, and where these factors are deemed by the Employer to be relatively equal, seniority shall be the deciding factor. The Employer shall not establish qualifications in an unfair manner.
- 8.07 All permanent transfers and promotions shall be subject to a trial period. The transferred or promoted Employee will be given a trial period of three (3) months or such shorter time as the Employer considers suitable in the circumstances in which to demonstrate the Employee's ability to perform the new task satisfactorily. Should such Employee fail to succeed during the above-mentioned trial period, the Employer shall direct the Employee to return to the Employee's former position and rate of pay without loss of seniority. Should an Employee desire to transfer to his former position, he may do so within the trial period.
- 8.08 The Union shall be advised in writing of all permanent full-time staff changes, i.e. transfers, promotions, terminations and lay-offs.
- 8.09 New Operators shall, at their own expense, provide the Employer with a Driver's Abstract. The Employer shall pay for a Driver's Abstract if a current Employee(s) are required to produce a Driver's Abstract.
- 8.10 When an Employee is temporarily assigned to a work classification either higher or lower than his current classification, he shall continue to retain the basic rate of pay for his current classification or the basic rate of pay of the job to which he is temporarily assigned, whichever is higher.
- 8.11 At the request of the Employer, all Employees who are required to attend required course(s), it is understood that the Employer agrees to pay the required fees and to pay for the time spent in attendance at these course(s) at the regular hourly rate.
- 8.12 Employees having to attend mandatory Employer meetings will be paid at the normal hourly rate of pay for all hours in attendance.

ARTICLE 9 – SENIORITY

9.01 Seniority is defined as the length of continuous service as a **permanent Employee** in the Bargaining Unit. **Upon successful completion of the required probationary period, permanent Employees shall accrue seniority from the date of hire into a permanent position.**

9.02 Seniority/Service shall be lost for any of the following reasons:

- a) Resignation of the Employee in writing;
- b) Discharge for just cause;
- c) If the Employee fails to report for work after lay-off within seven (7) working days of recall after being notified by registered mail. It shall be the duty of the Employee to keep the Employer informed of their current address;
- d) If the Employee fails to report for work without permission for a period exceeding three (3) working days; or
- e) On the expiration of twelve (12) months following a lay-off during which time the Employee has not been recalled.

9.03 **Seniority List**

- a) **The seniority list dated the date of ratification of this Agreement and signed by the Employer and the Union is the master seniority list and will only be edited:**
 - i. **when a new Employee acquires seniority, or**
 - ii. **when an Employee leaves the Bargaining Unit.**
- b) **When two (2) or more Employees have the same seniority date, the order of seniority will be by last name alphabetically.**
- c) **The seniority list will be forwarded to the Union and posted on bulletin boards in March of each year. The Union will have four (4) calendar weeks to review the list and submit any changes otherwise the list will remain as is and not be subject to grievance or arbitration.**
- d) **An updated seniority list shall be supplied to the Union by the Employer on or before a notice of lay off under Article 10.**

9.04 **An Employee shall only be transferred or promoted to a position outside the bargaining unit with the Employee's consent.**

- a) **When temporarily transferred to a position outside the bargaining unit, the Employee shall:**
 - i. **have their rights under the Agreement suspended, except for seniority;**
 - ii. **retain seniority and continue accruing seniority during the period of the temporary transfer;**

- iii. **continue to pay Union dues; and**
 - iv. **be ineligible for a further temporary transfer outside the bargaining unit for thirty (30) days after reaching the cumulative maximum of one-hundred and eighty (180) working days.**
- b) **When promoted to a permanent position outside the bargaining unit, the Employee shall:**
- i. **have their rights under the Agreement suspended, except for seniority;**
 - ii. **retain the seniority acquired to the date of leaving for one hundred twenty (120) days;**
 - iii. **continue to pay Union dues at the rate for the position previously held; and**
 - iv. **if the Employee returns to the bargaining unit during or at the end of the one hundred twenty (120) day period, the Employee shall be placed in the position previously held by the Employee.**

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

ARTICLE 10 - LAY-OFF

10.01 **Definition of Lay-Off**

A lay-off shall be defined as a **temporary or permanent** reduction in the work force.

10.02 **Notice of Lay-Off**

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

10.03 Both parties agree that job security shall increase in proportion to the length of service. Therefore, in the event of lay-off, Employees shall be laid off in reverse order of their seniority provided that those remaining have the required qualifications to fill the positions available.

10.04 Where an Employee does not return to work as required within seven (7) days of being recalled in accordance with Article 10, the employment relationship shall be terminated.

10.05 Employees who have been laid off shall be recalled in order of their seniority and no new Employees shall be hired until those Employees, with the required qualifications, who have been laid off, have been given the opportunity of recall.

10.06 a) The right to recall in accordance with 10.05 shall continue for a period of twelve (12) months after which time the employment relationship shall be terminated.

- b) **A Permanent Full-Time or Part-Time Employee who is going to be laid off may accept severance pay in lieu of being placed on the recall list. If the Employee wishes to accept severance pay:**
 - i. **the Employee shall notify the Employer prior to the date their lay off is effective;**
 - ii. **the Employer shall notify the Union of the Employee's request for severance pay;**
 - iii. **the Employer, Union and Employee shall meet to confirm in writing that the Employee is forfeiting their right to recall in exchange for severance pay; and**
 - iv. **the Employer shall pay the Permanent Full-Time Employee two (2) weeks pay at the Employee's regular rate of pay prior to lay off for each complete year of service since May 22, 2015 (the date the RMWB become the Employer) and a prorated amount for any partial year;**
 - v. **the Employer shall pay the Permanent Part-Time Employee two (2) weeks pay at the Employee's regular rate of pay (using their average weekly hours for the twelve (12) months prior to lay off) for each complete year of service since May 22, 2015 (the date the RMWB become the Employer) and a prorated amount for any partial year.**
- c) **If an Employee is not recalled within twelve (12) months as per Article 10.06a), the Employee will be paid termination pay in accordance with the Employment Standards Code (Alberta).**

10.07 The Employee will provide the Employer with two (2) weeks written notice when resigning from their position with the Employer.

10.08 **Permanent Employees on lay-off shall be eligible for recall to non-permanent positions in accordance with the following:**

- a) **The Employee has the required qualifications to fill the non-permanent position.**
- b) **There shall be no adjustment to the twelve (12) month recall period due to any non-permanent employment.**
- c) **If no permanent employment is available after twelve (12) months of lay off from the Employee's permanent position, the Employee shall be removed from the recall list. The Employee, however, may continue to be offered non-permanent employment and may apply on job opportunities.**

ARTICLE 11 – HOURS OF WORK

- 11.01 a) Employees shall have a minimum of eight (8) hours of rest between shifts.
- b) Each Employee shall be assigned two (2) consecutive rest days per week where possible.

- c) **When required, the Employer will utilize Appendix “B” [formerly Memorandum of Agreement Re. Ten (10) and Twelve (12) Hours Shifts] to implement ten (10) and twelve (12) hour shift schedules.**
- d) **Split shifts shall only be utilized for Transit Operators as set out in Appendix “A”.**
- e) **Employees not covered by Appendices “A” or “B” shall work eight (8) hours per day with a thirty (30) or sixty (60) minute unpaid meal break.**

11.02 Any Employee who is absent from scheduled duties for three (3) consecutive days, without prior approval, will be deemed to have resigned, unless it can be later shown to the Employer that emergency or special circumstances prevented adequate or timely notification.

ARTICLE 12 - ANNUAL VACATION

12.01 Length of Vacation

An Employee shall receive an annual vacation with pay in accordance with his years of employment on his anniversary date as follows:

- after one (1) year of continuous service – two (2) weeks;
- after three (3) years of continuous service – three (3) weeks;
- after five (5) years of continuous service – four (4) weeks;
- after ten (10) years of continuous service – five (5) weeks;

12.02 If a recognized Statutory Holiday falls or is observed during an Employees vacation period he shall be allowed an additional vacation day with pay on some other day as mutually agreed to between the Employee and his supervisor.

12.03 Vacation pay for each week of vacation shall be at the Employees regular rate of pay prior to the vacation period.

12.04 Each Employee shall submit on a form provided by the Employer, his/her request for vacation to Employer by November 1st of each year and the Employer will post the vacation schedule by January 1st of each year. Conflicts in vacation scheduling shall be settled on the basis of seniority provided the Employee has submitted his vacation request prior to November 1st.

12.05 Vacation with pay shall not accrue during periods while an Employee is:

- a) on lay-off;
- b) on unpaid absence while in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan;

- c) on leave of absence;
 - d) on Maternity Leave, Parental Leave or Adoption Leave
- 12.06 Upon termination or resignation, Employees shall receive vacation pay based upon the vacation entitlement earned up to the date of termination.
- 12.07 An Employee shall be entitled to receive his approved vacation entitlement as per Article 12.04, up to three (3) weeks, in an unbroken period. Any vacation in excess of three (3) weeks must have Employer approval to receive the vacation in an unbroken period.
- 12.08 Employees will not be permitted to carry vacation entitlement into the year following the year when it is to be taken, unless by a special request and approval by the Employer. Where an Employee has failed to take his vacation entitlement, the Employer reserves the right to schedule the vacation for the Employee.
- 12.09 The time period that an Employee received Workers' Compensation Board benefits will not reduce the Employee's years of service for the purposes of Article 12.01.
- 12.10 Current Employees who have better Annual Vacation than above shall maintain those vacations until they qualify for the next increment as per the Letter of Understanding and this Collective Agreement.

Effective January 1, 2021, replace Article 12 with the following:

- 12.01 a) **Permanent Full-Time Employees shall accrue vacation from their start date and are eligible to take vacation once it has been accrued.**
- b) **For clarity, an Employee starts their employment with no vacation and begins to accrue vacation daily for the subsequent twelve (12) month period based on the chart below. After the Employee's fourth (4th), ninth (9th) and fourteenth (14th) anniversary, they will begin to accrue the next level of vacation entitlement.**

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

- c) **The vacation year shall be from January 1 to December 31 of each year.**
- d) **Notwithstanding that an Employee is accruing vacation during the vacation year:**

- i. on January 1st of each vacation year, the Employer will credit each Permanent Full-Time Employee with the vacation that will be accrued by December 31 of the vacation year;
 - ii. the vacation pay accrual will be adjusted for periods during the vacation year that the Employee is not earning wages from the Employer or where their wages are being paid directly from the insurance company or the Workers' Compensation Act (WCB); and
 - iii. Permanent Full-Time Employees leaving the service of the Employer shall be paid the balance of their accrued annual vacation pay;
 - e) If a Permanent Full-Time Employee leaves the service during the vacation year, and the Employee has taken more vacation pay than the Employee has accrued, the amount owing to the Employer will be deducted from the Employee's final pay entitlements. If the Employee's final pay is insufficient to repay the Employer, the amount outstanding will be a debt owing to the Employer to be paid by the Employee.
 - f) Non-permanent Employees shall be paid vacation pay bi-weekly in accordance with the Alberta Employment Standards Code.
 - g) Permanent Part-Time Employees shall be paid vacation pay bi-weekly in accordance with the entitlement in clause 12.01b).
- 12.02 Vacation pay for each week of vacation shall be at the Employee's regular rate of pay prior to the vacation period.
- 12.03 If a General Holiday falls during an Employee's vacation, the Employee shall be paid the General Holiday pay for the day. No deduction from the Employee's vacation accrual will be made for a General Holiday.
- 12.04 Vacation Scheduling
- a) Each Employee shall submit a form provided by the Employer by November 1st of each year with their vacation preference for the next vacation year.
 - b) The vacation requested shall not exceed four (4) weeks in an unbroken period.
 - c) The Employer will arrange a pick for Employees to finalize their vacation schedule.
 - d) Conflicts in vacation scheduling shall be settled on the basis of seniority.
 - e) Subject to clauses 12.05 and 12.06, if an Employee does not submit a vacation preference, the Employer will schedule the Employee's vacation.
 - f) The Employer will post a vacation schedule for the next vacation year by December 15.

- g) Requests to change vacation after the vacation schedule has been posted will be considered on a first come basis and subject to approval by the Employer.
- 12.05 An Employee shall be entitled to take one (1) week of vacation during the vacation year in single day increments at times requested by the Employee and agreed to by the Employer.
- 12.06 An Employee shall be permitted to carry one (1) week vacation into the following the vacation year.

ARTICLE 13 – GENERAL HOLIDAYS

13.01 The Employer recognizes the following holidays as General Holidays:

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

And any other day proclaimed a general holiday by the Federal, Provincial or Municipal Government.

13.02 **General Holiday Pay**

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

13.03 **Employees are entitled to receive General Holiday pay unless:**

- a) the Employee is absent from employment without the consent of the Employer on a General Holiday,
- b) the Employee is absent from employment without the consent of the Employer on the Employee’s last regular working day preceding, or the first regular working day after, the General Holiday, or
- c) the Employee is not entitled to any General Holiday pay when the average daily wage is calculated in clause 13.02.

13.04 **When a General Holiday falls on an Employee’s day off, the Employee shall:**

- a) be paid General Holiday pay, or,

- b) at the request of the Employee, bank the General Holiday pay to be taken at a time mutually agreed to by the Employee and the Employer.

13.05 **When an Employee works on a General Holiday, that Employee shall:**

- a) be paid one and one-half (1-1/2) times the hourly rate for all hours worked in addition to General Holiday pay, or
- b) **at the request of the Employee, bank the General Holiday pay to a maximum of five (5) days to be taken at a time mutually agreed to by the Employee and the Employer.**

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

13.07 **Personal Floater Day**

Effective the date of ratification, all Permanent Employees shall be entitled to one (1) personal floater day per year with pay to be taken as mutually agreed to between the Employee and the supervisor.

Effective January 1, 2021, all Permanent Employees shall be entitled to two (2) personal floater days per year, no more than one (1) to be taken in the first thirteen (13) pay periods of the year, as mutually agreed to between the Employee and the supervisor.

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

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

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

14.02 An Employee hired into a Permanent Full-Time **employee** position, having successfully completed their probationary period shall accrue one-half (1/2) day of health recovery leave per month to a maximum of fifty-five (55) days total accrual.

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

14.03 **Proof of Illness**

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

- 14.04 **If the absence extends beyond seven (7) calendar days, the Employee shall on or before the eighth (8th) calendar day of absence apply for Short Term Disability. Forms are available on the intranet, through Health Services or through the CUPE Local Office. Allowance will be given for any extenuating circumstances, medically or otherwise, which prevents the Employee from applying on this day. The Employer shall make reasonable efforts to provide the necessary forms to the Employee in an expedient manner.**
- 14.05 While on Long Term Disability, the Employee shall have the option of continuing their Health Benefit coverage provided the Employee pays the Employer and Employee share of the benefit premiums and these payments must be made in advance for each thirty (30) day (or portion thereof) period off work.
- 14.06 When Employees are aware that they will be absent from work for more than one (1) day, they shall advise the Employer in writing.
- 14.07 Employee, when requested, will submit medical proof of illness for any claim for sick leave in excess of three (3) days.
- 14.08 An Employee who is on sick leave is not permitted to be gainfully employed during the period, or to use the approved time off for personal financial gain of any sort.
- 14.09 Employees must report their inability to work due to illness to their supervisor or the person designated to receive such reports before the start of their work.
- 14.10 Failure to report or late reporting may result in an Employee being considered AWOL even if a medical practitioner's certificate is produced later. In considering an Employee being AWOL, etc. for failure to report and/or produce certificates as per the above reporting procedure, allowance will be given for any extenuating circumstances, medically or otherwise, which prevents him/her from reporting on time.
- 14.11 Failure to comply with any of these requisites shall result in loss of pay for the days of absence and progressive discipline up to and including termination.
- 14.12 If an Employee is not eligible to receive Workers' Compensation, the Employee shall receive full pay from their health recovery accrual and shall have one (1) full day deducted from their health recovery bank for each day he/she is unable to work.
- 14.13 While the Employee is on full net pay from health recovery accrual, they shall be considered on leave with pay and shall be entitled to all rights, benefits and accruals under this Collective Agreement.
- 14.14 **Out-of-Town Medical Appointments**

An Employee, who is required to attend a medical specialist appointment or a medical service which is unavailable in their community, may use one (1) day of health recovery leave for travel and attending the appointment or service each calendar year.

The Employee must give the Employer reasonable notice and provide proof of attendance.

Effective January 1, 2021, an Employee, who is required to attend a medical specialist appointment or a medical service which is unavailable in their community, may use one (1) day of health recovery leave for travel and attending the appointment or service per occurrence to a maximum of two (2) days each calendar year.

ARTICLE 15 – WORKERS’ COMPENSATION BENEFITS

- 15.01 When an Employee is unable to work as a result of a compensable illness or accident that occurs in the course of his/her work, he/she shall be covered under the Workers' Compensation Act.
- 15.02 The Employer will continue to pay the Employer’s share of all applicable benefits (Group Life Insurance and Medical and Dental). While on Workers' Compensation the Employee must make arrangements to pay their share of all benefits.
- 15.03 At the expiration of twenty-four (24) continuous months from the first day of absence as a result of a disability, where an Employee is not capable of resuming work, the employment relationship shall be terminated.

ARTICLE 16 – MATERNITY AND PARENTAL LEAVE

- 16.01 Maternity and **parental** leave benefits **are governed by Division 7 of the *Employment Standards Code of Alberta* as amended from time to time. For reference purposes, Division 7 is reproduced in Appendix “C”.**
- 16.02 While an Employee is on maternity leave, no vacation time will accrue, nor will the Employee be eligible for statutory holiday pay or credit.
- 16.03 An Employee must give the Employer at least four (4) weeks written notice of the date on which they wish to resume employment.
- 16.04 The Employee will be responsible for all benefits including the Employer’s share while on leave.
- 16.05 An Employee who wishes to return to work sooner than six (6) weeks following the actual delivery or pregnancy termination date may be permitted to do so by the Employer after providing a written signed medical certificate from her physician, indicating that she is capable of performing the work and that resumption of work will not jeopardize her health.
- 16.06 **An Employee on maternity leave may be granted additional unpaid leave to be taken upon the expiry of maternity/parental leave of up to six (6) months. The Employee must request this additional leave in writing not less than four (4) weeks before the Employee’s initial leave is to end.**
- 16.07 If an Employee resumes employment following maternity **and/or parental** leave **including leave under Article 16.06**, their employment anniversary **and seniority** date remains unchanged.
- 16.08 Upon the Employee’s resumption of employment, the Employer will reinstate the Employee in the position occupied at leave commencement, or engage the Employee in alternate work of a

comparable nature, with no less than the same salary, entitlements and other benefits as were accrued to the Employee when maternity leave commenced.

16.09 Supplementary Unemployment Benefit

- a) In addition to government-paid benefits, birth mothers are eligible for a Supplementary Unemployment Benefit (SUB) from the Employer. Therefore, for this twelve (12) week period, the Employee is eligible for a SUB top-up to EI benefits so that total income from both sources combined is 85% of the Employee's benefits earnings base. The Employee's benefits earnings base is the Employee's base pay, and if applicable, adjusted for shift differential for base hours worked. It excludes overtime pay and COLA.
- b) The SUB is paid as one lump-sum payment after all the required documentation is received by Human Resources. The SUB payment is made by direct deposit, less applicable deductions such as income tax and CPP, and less deductions of any outstanding premiums for benefit coverage or pension contributions owed to the date of the SUB payment.
- c) The Employee must apply for EI benefits within six (6) weeks of the child's date of birth to be eligible for the SUB.

ARTICLE 17 – LEAVE OF ABSENCE

17.01 Bereavement Leave

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

The leave shall be taken:

- i. On regularly scheduled consecutive workdays immediately following the death, or,
- ii. The Employee may use one (1) or more days immediately following the death and the remaining days to attend a funeral, burial, memorial service or celebration of life scheduled at a later date.

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

17.02 Witnesses and Jury Duty

An Employee who has been subpoenaed to appear in Court as a witness or a juror on a working day, during regular hours of work, shall be allowed the required time off without loss of pay at the Employee's regular rate of pay, provided that any wage replacement or conduct money,

exclusive of traveling expenses, paid to the Employee for such an appearance is given to the Employer. Employees are required to provide court supplied documentation in order to receive payment for the absence.

17.03 **Personal and Family Responsibility Leave**

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

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

The Employer shall provide leave with pay if the leave under b) is for:

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

Before taking a leave, the Employee must give the Employer as much notice as is reasonable and practicable in the circumstances. The Employer and Employee may agree that the Employee may take the leave in half day increments if required. The days of leave cannot be carried over into a new calendar year.

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

17.05 All requests for a general leave without pay shall be made in writing to the Employer at least thirty (30) working days in advance of the leave commencing, except in situations of an unforeseen or emergency nature, in which case the Employee's request shall be made as soon as they become aware of the situation which prompted the request for the leave.

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

ARTICLE 18 – EMPLOYEE BENEFITS

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

18.02 Group Life Insurance, **Short Term Disability** and Long Term Disability benefits are mandatory.

18.03 **Effective date of ratification, the Employer shall pay one hundred percent (100%) of the following premiums for all permanent and probationary Employees:**

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

The Employee shall pay one hundred percent (100%) of the following premiums:

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

18.04 The coverage as described in Article 18 is currently provided through **Desjardins**. The Employer reserves the right to change plans and insurers provided the level of coverage does not fall below current levels.

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

18.06 Eligible employees will be enrolled in the Local Authorities Pension Plan following the completion of their probation period.

ARTICLE 19 – HEALTH & SAFETY AND UNIFORMS

19.01 Cooperation on Health and Safety

- a) **The Employer and the Union agree to cooperate in conducting Regional Municipal operations in a manner which will provide adequate protection of the health and safety of Employees.**
- b) **The Union and the Employer shall cooperate in improving rules and practices which will provide adequate protection to Employees engaged in hazardous work, including the establishment of the Joint Worksite Health and Safety Committee in compliance with Part 3 the Occupational Health & Safety Act.**
- c) **The Joint Worksite Health and Safety Committee shall hold monthly meetings to deal with all unresolved, unsafe, hazardous and dangerous conditions.**

19.02 **Joint Worksite Health and Safety Committee Pay Provision**

Representatives of the Union shall suffer no loss of regular pay for attending committee meetings. Copies of minutes of all committee meetings shall be shared with Employees, the Employer and the Union.

19.03 **No Disciplinary Action**

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

19.04 **Uniforms**

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

Permanent regular Full-time Operators:

- 2 pairs of Trousers
- 5 shirts – (short or long sleeves)
- 2 ties
- 1 sweater
- 1 three-in-one jacket
- 1 wind pants
- 1 toque (winter hat)

Permanent regular Part-time Operators:

- 1 pairs of Trousers
- 2 shirts – (short or long sleeves)
- 1 tie
- 1 sweater
- 1 three-in-one jacket
- 1 wind pants
- 1 toque (winter hat)

Effective January 1 following date of ratification, the following will apply:

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

A point system is used to allow Employees flexibility in replacing uniform clothing items according to individual needs. The initial complete uniform issue shall be made upon successful

completion of training. Thereafter, the Employer will credit each Full-Time Transit Operator Employee 150 points (100 points for Permanent Part-Time Operators) on each subsequent employment anniversary to be used, at their discretion, to obtain uniform clothing per the following table of point values:

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

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

- 19.05 The Employer will make contribution toward the purchase of footwear **required as part of the Operator’s uniform** to a maximum of seventy-five (\$75.00) per calendar year upon submission of proof of purchase for.
- 19.06 **Where the conditions of employment require the use of safety footwear, the Employer will subsidize the purchase of CSA approved safety footwear (excluding rubber boots) to a maximum of one hundred and fifty dollars (\$150.00). This Clause applies to those Employees who have successfully completed their probationary period.**

ARTICLE 20 – PAY AND WORK CONDITIONS

20.01 Classification of Wages – Schedule A

As set out in Schedule “A”

NOTE: the wage cut-off will be the second Thursday and there will be a one (1) week waiting period. Employees shall be paid on every second Thursday.

20.02 Overtime

- a) When an Employee works more than eight (8) hours per day or **forty (40)** hours per week - all time worked over this period shall be considered overtime.
- b) All overtime shall be paid at the rate of one and one half (1 1/2 x) times for all hours worked.
- c) Any overtime worked on a **General** Holiday shall be paid at the rate of one and one half (1 1/2 x) times for all hours worked.

- d) In the event of an Employee being called upon to work on his days off, he shall be paid one and one half (1 1/2 x) times for hours so worked in excess of the weekly maximum of **forty (40)** hour per week.
- e) No Employee shall be required to take time off in lieu of overtime except where the Employer and the Employee have reached mutual agreement on the taking of lieu time off. Time off in lieu shall be at the appropriate overtime rate. A leave request form shall be submitted to the Employer for approval.
- f) Overtime opportunities other than those allocated to **Transit Operators through Appendix "A"** will be offered to able and qualified Employees who normally perform the work according to a rotating list in order of seniority, subject to the following:
 - i. **Employees who are on leave for any reason at the time of the overtime opportunity will not be offered overtime until the next time they are at the top of the rotating list following their return to work;**
 - ii. **Employees who refuse offered overtime or who do not respond to an overtime offer within ten (10) minutes are deemed to have had their opportunity and offers will continue down the rotating list; and**
 - iii. **Extension of shift overtime will be offered to Employees who normally perform the work who are working that day before being offered using the rotating list.**

20.03 **Call-out**

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

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

20.05 **Temporary Assignment**

Initial Training and additional/ongoing training

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

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

All Employees shall have their pay directly deposited to an account of the Employees choice in a bank or other financial institution every second Thursday.

ARTICLE 21 – DISCHARGE, SUSPENSION AND DISCIPLINE

21.01 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.

21.02 a) **When the Employer deems it necessary to discipline an Employee, such notice of discipline shall be given to the Employee and to the Union in writing within five (5) working days of the alleged disciplinary matter, or of the alleged disciplinary matter coming to the attention of the Employer.**

b) **Where disciplinary action cannot be determined within this time period, the Employer shall inform the Employee and Union in writing within five (5) working days of the alleged disciplinary matter or of the alleged disciplinary matter coming to the attention of the Employer, of the intent to investigate the matter and that further action may be taken.**

i. **Such further action must be taken by the Employer as soon as possible and in any event no longer than sixty (60) calendar days of the date the notice of intent to investigate the matter further was given to the Employee and Union. If the Employee is absent during this period, the period for further action will be extended by the length of the absence.**

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

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

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

21.03 **Right to Have Steward Present**

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

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

- 21.04 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.
- 21.05 Upon expiration of twenty-four (24) months from the date of a letter of discipline, the letter shall be removed from the Employee's personnel file.
- 21.06 No Employee shall be disciplined or dismissed without just cause. Certain infractions and serious incidents may warrant foregoing progressive discipline. In such cases, the Employee could face immediate suspension or termination with no preliminary warnings being issued. Where an Employee has been dismissed, the first step of the grievance procedure shall be omitted and the grievance shall commence at Step 2.
- 21.07 With forty-eight (48) hours' notice, an Employee has the right to view and receive at their request a copy of his personnel file in the presence of the Employer.

ARTICLE 22 – GRIEVANCE PROCEDURE

- 22.01 A grievance is defined as any difference arising out of the interpretation, administration, application or alleged violation of this Agreement.
- 22.02 The time limits specified in this grievance procedure shall not include Saturdays, Sundays and Named Holidays. Time is of the essence, although the time limits may be extended by the consent of both parties in writing.

22.03 Authorized Representatives

The grievor shall be present at each step of the grievance procedure and shall have the assistance of a Union representative at any time during the grievance and arbitration procedure.

22.04 Proper Procedure

The timing for submission of grievances by the Employee(s) shall be within fourteen (14) days of the time the Employee(s) became aware of the event giving rise to the grievance.

22.05 Settling of Grievances

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

Step 1

If the Union Representative, Grievance Committee or designate considers the grievance to be justified, they will first seek to settle the dispute with the Employee's supervisor within seven (7) days.

Step II

Failing satisfactory settlement at Step I and within fourteen (14) days after the dispute was submitted under Step I, the Grievance Committee or designate will submit to the Business Unit Manager a written statement of the particulars of the grievance and the redress sought. The Business Unit Manager shall render a decision within fourteen (14) days after receipt of such notice.

Step III

Failing settlement being reached in Step II and within fourteen (14) days, the Grievance Committee or designate will submit the written grievance to the Director or designate of the business unit in which the grievance arose, who shall render a decision within fourteen (14) days after receipt of such notice.

Step IV

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

22.06 Replies in Writing

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

22.07 Failure to Act Within the Limits

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

22.08 Grievance Mediation

A grievance may be submitted to voluntary grievance mediation through the Alberta Labour Relations Board or a mutually agreeable forum if both parties agree and jointly submit a request in writing for grievance mediation, prior to the expiration of time limits set out in Clause 22.05 Step IV. The parties further agree that the following shall represent the terms of this Grievance Mediation process:

- a) The parties agree to waive, extend or suspend all time provisions contained in the grievance procedure in the Agreement, with respect to the last step referring to arbitration.
- b) Any discussions by the parties or recommendations of the Mediator shall be made without the prejudice to any further proceedings, and the parties agree that the Mediator is not a compellable witness in any arbitration hearing.
- c) Any recommendations made by the Mediator shall not be binding on either party and either party shall retain the right to proceed to arbitration failing a satisfactory resolution

to the grievance through Grievance Mediation, within fourteen (14) calendar days after the Grievance Mediation process is concluded.

- d) The parties understand the Grievance Mediation meetings are not hearings and therefore are not formal.
- e) Any settlement of a grievance referred through this Grievance Mediation process is not precedent setting.
- f) The grievor will be advised by one or both of the parties of the date and place of this Grievance Mediation, and will be invited to attend.
- g) Each party shall pay one-half of the fees and expenses of the Mediator.

22.09 Grievance on Lay-Offs, Recalls & Terminations

Grievances concerning lay-offs, recalls and terminations shall be initiated at Step III of the grievance procedure.

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

ARTICLE 23 – ARBITRATION

23.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee as arbitrator.

23.02 If the parties cannot agree on an arbitrator within seven (7) days after receiving the request, the appointment shall be made by the Director of Mediation Services upon request of either party.

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

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

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

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

- 23.06 **Each party shall pay one-half of the fees and expenses of the arbitrator.**
- 23.07 **At any stage of the grievance or arbitration procedure, the parties shall have the assistance and cooperation of the Employer or Employees involved and any necessary witnesses. All reasonable arrangements shall be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.**

ARTICLE 24 – CLASSIFICATION

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

ARTICLE 25 - TERM OF AGREEMENT

- 25.01 Except where otherwise stated in this Collective Agreement, all articles of this Collective Agreement are retroactive to the **date of ratification**. This Collective Agreement shall be in full force and effect from and after the date upon which the Employer and the Union exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including **December 31, 2023** and from year to year thereafter unless notice of the desire to amend the Collective Agreement is given in writing by either party to the other party not less than sixty (60) days, nor more than one hundred twenty (120) days prior to **December 31, 2023**.
- 25.02 Where notice to amend this Collective Agreement is given, this Collective Agreement shall remain in full force and effect until a new Collective Agreement has been executed, the right of the bargaining agent to represent the Employees is terminated, or a strike or lockout commences under the provisions of the Alberta Labour Relations Code.
- 25.03 There should be no strike or lockout during the term of this Collective Agreement.
- 25.04 If neither party submits notice as per clause 25.02, this Agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given within the aforementioned thirty (30) to one hundred and twenty (120) days in a subsequent year.

ARTICLE 26 - GENDER NEUTRAL LANGUAGE

26.01 Where the singular or masculine is used in this Agreement, these shall be construed as plural or feminine as the context requires.

ARTICLE 27 – NOTICE TO UNION

27.01 The Union shall be notified of all hiring, lay-offs, transfers, recalls and terminations of employment of Employees monthly, with the exception of casual Employees.

ARTICLE 28 – NO DISCRIMINATION OR HARASSMENT

28.01 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.

28.02 The Employer shall provide a workplace free of harassment, including personal, sexual or workplace, coming from unwelcome physical, verbal or non-verbal conduct that demeans, belittles or causes personal humiliation or embarrassment.

ARTICLE 29 - UNION LEAVE

29.01 **Union Representatives**

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

29.02 **Permission to Leave Work**

The Employer will allow Employees serving as Union Representatives sufficient time during their regular working hours to carry out Union business including the right to interview Employees during normal working hours, provided sufficient time is given in which to grant the request without disrupting the Employer's operations. The Employer will continue to pay the appropriate wages and benefits to the Employee during their leave for Union business for up to one Union Representative. The Employee who is grieving shall be granted leave with pay to attend such meeting.

29.03 **Union Bargaining Committee**

The Employer shall allow a maximum of two (2) Employees leave with pay for purposes of attending collective bargaining negotiations when such negotiations are held during regular working hours. **The Employer will arrange a change in shift for such Employees if negotiations fall on the Employee's days of rest. The Employer will send an invoice to the Union for the cost of pay and benefits of the two (2) Employee after each pay period.**

29.04 **Leave of Absence for Public Duties**

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

In the event of an Employee being elected to a full-time executive position to a National or Provincial Labour Organization to which the Local Union is affiliated to or chartered by, the Employee shall be given leave of absence without pay for a period of up to two (2) years and extended in the event of re-election.

29.05 **Leave of Absence for Full Time Union Duties**

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

- a) **If an Employee becomes a full-time Executive of CUPE Local 1505, the Employee shall be granted leave of absence for the purpose of carrying out the duties of the Employee's office. Such leave shall be deemed not to interrupt the Employee's continuity of service. Upon notification of not less than one (1) month to the Employer, the Employee will be reinstated in the position vacated, if available, or in another position mutually acceptable.**
- b) **An Employee chosen as a delegate to Union conventions, seminars, or training sessions shall be granted leave of absence. Leave of absence for these events shall be requested at least ten (10) working days in advance to the Employer. If more than one (1) Employee from the same classification or area, is elected to attend a Union convention, seminar, or training session, where their absence may result in an area being unable to provide service, the Union will obtain approval for the leave from the Employer. Such leave shall not be unreasonably withheld.**

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

29.07 The notice from the Union requesting the leave under clause 29.05 a) and b) shall specify the date the leave of absence is to commence and end, the hours of pay and benefits that the Employer is to pay the Employee during the leave. The Union will reimburse the Employer for the cost of pay and benefits. The Employer will send an invoice to the Union for the cost of pay and benefits after each pay period.

SCHEDULE "A" WAGES

Position	January 1, 2019 + 2.77%		January 1, 2020 + 1.25%	
	Start Rate* First	Full Rate After	Start Rate* First	Full Rate After
	12 Months	12 Months	12 Months	12 Months
Hostler	\$36.89	\$43.40	\$37.35	\$43.94
Labourer, Shelter Maintenance	\$38.09	\$44.81	\$38.57	\$45.37
Customer Service Representative	\$38.09	\$44.81	\$38.57	\$45.37
Transit Technician	\$40.72	\$47.91	\$41.24	\$48.51
Transit Operator (Conventional & Specialized)	\$40.72	\$47.91	\$41.24	\$48.51

* Start rates are 85% of full rates

January 1, 2021 - Increase full rates by increase to RMWB main unit rates

January 1, 2022 - Increase full rates by increase to RMWB main unit rates

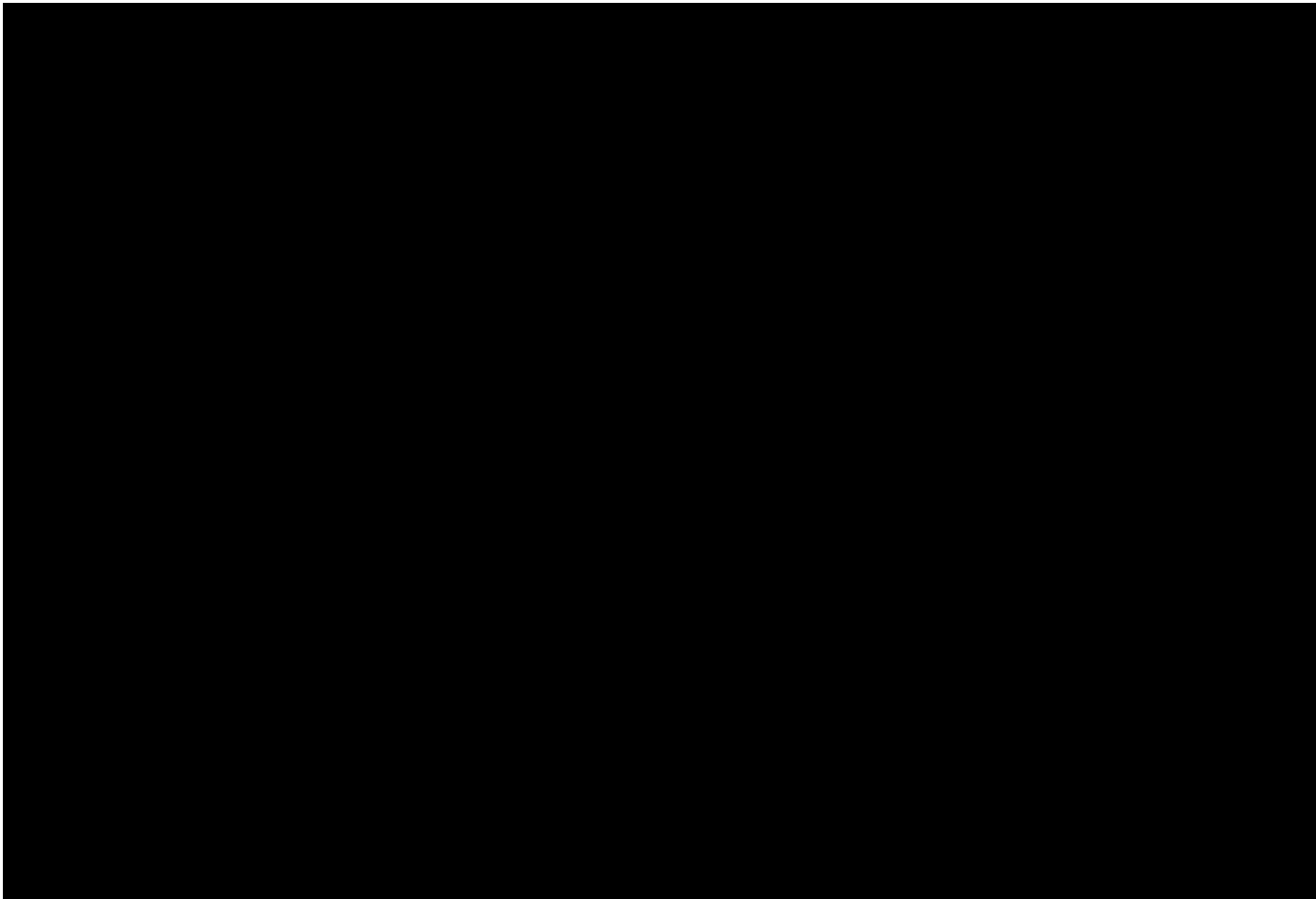
January 1, 2023 - Increase full rates by increase to RMWB main unit rates

Benefit and Binding

This agreement and everything herein contained shall ensure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

In witness thereof the parties hereto have caused this agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals on the day and year first above-mentioned.

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



WITNESS

UNIT CHAIR

SIGNED THIS Dec 2 DAY OF 2020, 2020

APPENDIX "A"

(Page 1 of 6)

ROSTER SCHEDULING AND SPARE BOARD OPERATION

Definitions

"A.M." means prior to 12:00 P.M. (noon)

"P.M." means 12:00 noon or later

"Regular Roster" means a compilation of daily shifts ("Paddles") organized by the Employer that make up a week's work and is repeated weekly for the duration of the Roster Schedule, with the exception of any week in which a General Holiday falls. Paddles will specify the time the Operator is to report which will be at least fifteen (15) minutes prior to the scheduled departure time.

A "daily shift":

- i. for Full-Time Transit Operators will be organized to provide eight (8) hours of regular pay;
- ii. will include an unpaid thirty (30) minute rest break or two (2) unpaid fifteen (15) minute rest breaks in an eight (8) hour shift or one unpaid (1) fifteen (15) minute break in any shift that is more than four (4) but less than five (5) hours in duration;
- iii. may include split shifts that commence and end within a twelve (12) hour period provided the time off between the two work segments is a minimum of one (1) hour and the pay the Operator receives for the shorter segment is a minimum of two (2) hours pay.

"Spare Board Roster" means a schedule of work days and rest days that is repeated weekly for the duration of the Roster Schedule, with the exception of any week in which a General Holiday falls. Start and end times are scheduled by the Employer on a daily basis, based on a compilation of Open Shifts and Extras that are assigned to Transit Operators on the Spare Board.

"Roster Pick" means the dates that Regular Rosters and Spare Board Rosters will be posted for selection by Transit Operators to form a Roster Schedule. The Roster Schedules will start with the last pay period in February, June, August and November but may be altered following consultation with the Union.

"Roster Schedule" means the schedule resulting from the Roster Pick.

"General Holiday Pick" means the selection of work available on General Holidays that is part of the Roster Pick; General Holiday work will be selected by Permanent Full-Time Operators in order of seniority within their transit type (Conventional/Specialized), followed by Temporary Full-Time Operators in order of hire date. Each Operator is permitted to pick two (2) General Holidays for each Roster Pick.

"Open Shifts" include:

- i. shifts that are not part of a Regular Roster;

- ii. absences of the assigned Transit Operator during a Regular Roster

“Extras” means pieces of work at regular pay that are less than a shift and include assignments to be available in case of breakdowns (‘standby’)

Pick Committee

The Employer and the Union will form a Pick Committee to do an advance review of each Roster Pick sign-up sheet.

The Pick Committee will be comprised of two (2) management representatives, two (2) Operators and a Union Executive.

The Pick Committee shall meet for one-half (1/2) day to discuss the draft Roster sign-up sheet and consider possible changes at least seven (7) calendar days prior to posting.

A copy of the Roster Pick sign-up sheet and available rosters will be made available to the representative of the Union on or before the posting of the sign-up.

Roster Scheduling

The Employer will post a Roster Pick sign-up sheet showing the available Regular Rosters and Spare Board Rosters for the Roster Schedule. Postings will include a general description of duties, hours of work, rest days assigned, Paddle and roster numbers. Roster sign up sheets must be posted a minimum of three (3) days or longer where practical.

Roster selection shall be in the following order:

- i. Permanent Full-Time Transit Operators in order of seniority within their transit type (Conventional/Specialized) shall select either a full-time Regular Roster or full-time Spare Board Roster for the duration of the Roster Schedule.
- ii. Temporary Full-Time Operators in order of hire date shall make their full-time Regular Roster or full-time Spare Board Roster selection.
- iii. Permanent Part-Time Operators in order of seniority within their transit type (Conventional/Specialized) shall select either a part-time Regular Roster or part-time Spare Board Roster for the duration of the Roster Schedule.
- iv. Temporary Part-Time Operators in order of hire date shall make their part-time Regular Roster or part-time Spare Board Roster selection.

- v. A Transit Operator who it is known will be on leave for any reason for the first sixty (60) days of the Roster Schedule will, in order of seniority or hire date as applicable, be assigned a Roster after all other Transit Operators in that category have made their selection.
- vi. A Permanent Full-Time or Permanent Part-Time Operator who is on leave for any reason, and who is expected to return to work within the first sixty (60) days of the Roster Schedule, shall:
 - a) Make a selection at the time of the Roster Pick; or
 - b) have their selection made by the Union, in order of seniority.
- vii. The Roster selection shall include a General Holiday Pick.

Where a Transit Operator selects a Regular Roster or Spare Board Roster, it is their schedule for the duration of the Roster Schedule. Under no circumstance will a Transit Operator be allowed to change or alter their schedule until the next Roster Pick.

Spare Board Operation

1. Conventional

Transit Operators on a Spare Board Roster ('Spare Board Operators') will be placed on a continuously rotating list in order of seniority whereby one (1) operator drops from the top of the list to the bottom of the list each day. A Transit Operator joining the Spare Board at the beginning of a new Roster Schedule will be inserted into the continuously rotating list in order of seniority.

At 2:00 P.M. each day, the Spare Board assignments ('mark up') for the following calendar day will be posted in the following manner and order for Spare Board Operators on work days beginning at the top of the daily list:

- spare Board assignments for Full-time Operators will be organized to provide eight (8) hours of regular pay;
- assignments for Open Shifts will be dispatched in order of earliest 'end of shift' time;
- assignments for Open Shifts with a start time of 9:30 A.M. or earlier ('Open Day Shifts');
- assignments to A.M. Extras (the Spare Board Operator at the top of the list after the assignments for Open Day Shifts will be scheduled ('marked') to report fifteen (15) minutes prior to the departure time of the first bus);
- assignments to Open Shifts with a start time after 9:30 A.M. ('Late Start Day Shifts');
- assignments to Open Shifts with a start time of 12:00 P.M. ('noon') or later ('Open Night Shifts');
- Assignments to P.M. Extras

2. Specialized

Transit Operators on the Specialized Spare Board (“Specialized Spare Board Operators”) will be placed on a continuously rotating list in order of seniority whereby one (1) operator drops from the top of the list to the bottom of the list each day. A Transit Operator joining the Specialized Spare Board at the beginning of a new Roster Schedule will be inserted into the continuously rotating list in order of seniority.

At 2:00 P.M. each day, the Spare Board assignments (‘mark up’) for the following calendar day will be posted in the following order for Specialized Spare Board Operators on work days beginning at the top of the daily list. Assignments will be made following the same process used for conventional Transit Operators

3. No Assignment and Late for Reports

- a) Should a Spare Board Operator not receive an assignment, they shall remain at work performing duties as assigned for three (3) hours.**
- b) If a Spare Board Operator is sent home after three (3) hours, the Employer will give them a P.M. assignment for a subsequent shift within the twelve (12) hour spread.**
- c) if a Spare Board Operator is late for their report:
 - i. the operator will not be assigned until all other Spare Board Operators on the daily Spare Board have been assigned**
 - ii. the operator will lose their guarantee of any hours and, if not assigned, paid for only the time waiting for an assignment.****
- d) If a Regular Roster Operator is late for their report time specified in their Paddle, the entire shift will be reassigned.
 - i. the operator will be assigned to the Spare Board but will not be assigned until all other Spare Board Operators on the daily Spare Board have been assigned**
 - ii. the operator will lose their guarantee of any hours and, if not assigned, paid for only the time waiting for an assignment.****
- e) Should part of a Regular Roster Shift come open during the shift, the Spare Board Operator highest on the list who has not received an assignment or has completed an Extra shall be assigned until relieved or completed.**

Overtime for Operators

1. Overtime is work that cannot be assigned, in whole or in part, to a Transit Operator (Regular Roster or Spare Board Operator) at regular pay. Where overtime is required, it will be offered in order of rotating seniority to Transit Operators who:
 - a) indicated availability for overtime work on their pick slip; and
 - b) will have eight (8) consecutive hours of rest following the overtime work before their next scheduled shift.

Operators who are on leave for any reason will not be offered overtime. An operator who refuses an overtime opportunity, or does not respond to the overtime request within five (5) minutes, will be deemed to have had their opportunity and offers will continue by rotating seniority.

2. 'Extension of Shift' overtime is allocated as follows:
 - a) Extensions of shift which contain regular and/or overtime hours will be offered to Transit Operators working that day in order of rotating seniority;
 - b) If no Transit Operator working that day is available for an extension of shift, overtime will be offered in accordance with subsection b) above.

General Terms

1. The actual hours of operations and routes are subject to the determinations made by the Regional Municipality of Wood Buffalo.
2. The Parties agree that due to the possibility of adjusting the level of service up or down on short notice, roster changes between roster sign-ups, which affect the hours of roster, will not constitute the necessity of a new sign-up and Operators will continue to perform work on their roster until the next regular sign-up.

The Employer may modify the posted rosters due to unforeseen circumstances, provided that:

- a) The two (2) consecutive scheduled days off are not altered without the consent of the Union.
- b) The 'signed' Operator is guaranteed to receive the roster value for the originally selected roster or the updated roster, whichever is greater provided the Employee performs the work assigned.
- c) The modified roster(s) shall be in the same shift as the original roster(s) i.e. an a.m. roster shall remain a.m. and p.m. shall remain p.m.

- d) In the event there is an adjustment of service or rosters values, the Employer may post a new roster sign-up prior to the completion of the current roster.
 - e) The parties agree to co-operate in the development of new rosters and to schedule rosters maximizing full time rosters where possible.
3. Operators scheduled to work and cancelled at report time, will be paid the roster value at their regular rate of pay.
 4. Operators shall be allowed bathroom breaks during shifts. Operators must notify dispatch and/or a supervisor by reporting when they leave their bus and when they return to the bus.
 5. Operators are permitted to work Extras where the split in work assignments do not exceed a twelve (12) hour spread but the regular hours paid for the day shall not exceed eight (8) hours.
 6. Operators shall report for their shift/hours of work at the bus barn or downtown as directed by the Employer and shall go to and from such place on their own time. For shifts/hours of work that start and end at a different location, the Employer will provide a shuttle service between downtown and the bus barn.
 7. a) Operators are not permitted to exchange shifts among themselves, unless:
 - i. the exchange is agreed in writing between the affected Employees; and
 - ii. prior written approval of such exchange has been granted by the Employer.b) Such exchange shall be recorded on the shift schedule.
 - c) Such exchange shall not be deemed to be a violation of the provisions of this Collective Agreement and
 - d) Exchanges shall not be subject to any overtime premium pay.
8. All Operators are expected to report for duty promptly, in their complete uniform, such that they are fully prepared to begin work at the designated shift start time.
 9. If a Part-Time Operator is not scheduled to work a full eight (8) shift, call ins for or assignments of Extra Work shall be paid a minimum rate of three (3) hours of pay.

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

WHEREAS: the Employer is interested in implementing a shift schedule that is advantageous from an operational or employment perspective for those employed in the classification of Hostler.

And

WHEREAS: the parties realize the existing collective agreement does not fully contemplate all facets of shift work in terms of employment impacts.

1. The Transit Collective Agreement is amended as expressly set forth herein and is applicable and limited to those employed in a shift work (10 or 12 hours per day) capacity.
2. The Employer may implement and discontinue shift work schedules as may be operationally advantageous to include ten (10) hours per day, eighty (80) hours biweekly or twelve (12) hours per day, eighty-four (84) hours bi-weekly (rotating schedule). The Employer shall advise the Union of its intention to implement shift schedules for certain employees, groups or classifications.
3. Those employed in a shift work schedule are not eligible for overtime until such time as they exceed the regular daily hours of their shift or until they exceed forty-four (44) hours per week. In terms of twelve (12) hour shifts, it is understood that work shall be on a rotating schedule wherein the hours of work in one (1) or more biweekly periods may exceed eighty- four (84) hours. This shall not constitute a violation of this agreement provided that the biweekly hours when averaged over the full rotation do not exceed eighty-four (84) hours. It is understood that a shift cycle may create a situation where employees work in excess of forty-four (44) hours in a week however with shift levelling the biweekly hours will always equate to eighty-four (84) hours and without incurring overtime.
4. This letter of understanding will serve as an overtime agreement as may be applicable under employment standards.
5. In terms of vacation it is understood that for ten (10) hour shift workers one week of vacation equates to forty (40) hours and for twelve (12) hour shift workers one week of vacation equate to forty-two (42) hours of vacation . Vacation is accrued on a biweekly basis. Vacation entitlement is in accordance with Article 12.01.
6. Employees on shift are required to work on the statutory holidays they are s cheduled for unless otherwise relieved by the Employer. As it relates to Article 13 – General Holidays; All references to “day” shall be amended to read to “shift” as applicable to ten (10) and twelve (12) hour shift work.
7. With respect to Article 14.02 the accrual of sick time does not change with shift. Employees on shift shall accrue one-half (1/2) day of Health Recovery leave per month, which is equivalent to 4 hours, to a maximum of fifty-five (55) days total accrual.

8. As it relates to Article 17.01 applicable to shift work schedules, it is understood that “four (4) working days” is amended to read “four (4) consecutive working shifts.
9. Employees on the respective shifts shall be eligible for break periods in accordance with Article 11.16.
10. Employees working under this appendix are permitted three (3) fifteen-minute breaks during a shift.
11. The terms and conditions of this Memorandum of Agreement are in no way precedent or binding in any future negotiations for other Memorandum of Agreement or Collective Agreements.
12. This agreement shall be applicable only to those employed in the classification of Hostler.

APPENDIX "C"
Division 7 (Employment Standards Act)
Maternity Leave and Parental Leave

Entitlement to maternity leave

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

Length of maternity leave

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

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

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

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

Notice of maternity leave

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

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

No notice of maternity leave

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

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

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

Notice of employer to start maternity leave

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

Parental leave

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

- (c) in the case of an employee entitled to maternity leave under this Division other than an employee described in section 46(1.1), a period of not more than 37 consecutive weeks immediately following the last day of maternity leave;
- (d) in the case of a parent who has been employed by the same employer for at least 90 days, a period of not more than 37 consecutive weeks within 53 weeks after the child's birth;
- (e) in the case of an adoptive parent who has been employed by the same employer for at least 90 days, a period of not more than 37 consecutive weeks within 53 weeks after the child is placed with the adoptive parent for the purpose of adoption.

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

- (a) be taken wholly by one of the employees, or
- (b) be shared by the employees.

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

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

Notice of parental leave

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

- (a) the medical condition of the birth mother or child makes it impossible to comply with this requirement;
- (b) the date of the child's placement with the adoptive parent was not foreseeable.

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

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

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

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

Termination of employment prohibited during maternity leave and parental leave

52(1) No employer may terminate the employment of, or lay off,

- (a) an employee who has started maternity or parental leave, or
- (b) an employee because the employee is entitled to maternity or parental leave.

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

Resumption of employment

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

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

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

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

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

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

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

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

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

Suspension of operations

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

- (a) reinstate the employee in the position occupied at the time the maternity or parental leave started, at not less than the earnings and other benefits that had accrued to the employee, or
- (b) provide the employee with alternative work in accordance with an established seniority system or practice of the employer in force at the time the employee's maternity or parental leave started, with no loss of seniority or other benefits accrued to the employee.

LETTER OF UNDERSTANDING #1

COST OF LIVING ALLOWANCE (COLA) GUIDELINES

The Employer agrees that all Employees **that are not on unpaid leave in excess of thirty (30) days** shall be paid a Cost of Living Allowance as it pertains to the excessive costs of living in the Regional Municipality of Wood Buffalo, Alberta. This amount will be four hundred and eighty dollars (480.00) paid on a bi-weekly basis.

Part-Time Employees shall be paid a pro-rated portion based upon their actual hours worked.

The Municipality will provide the Union with a nine (9) month notice period if the COLA paid is decreased.

LETTER OF UNDERSTANDING #2

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

-and-

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

-and-

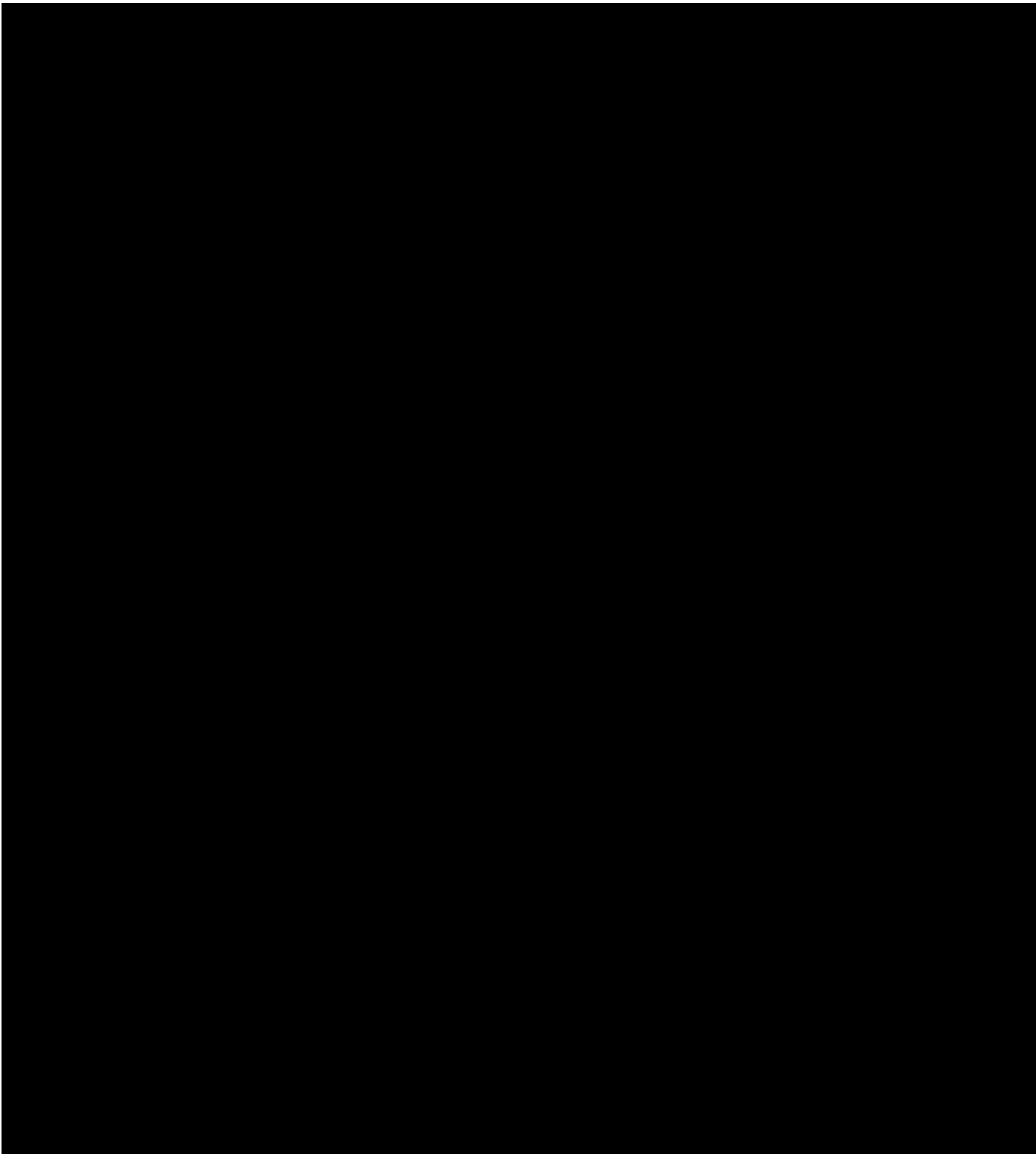
International Association of Fire Fighters Local
2494 ("IAFF")

CONTINUITY OF SERVICE

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

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

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



SIGNED THIS 19 DAY OF November, 2019

LETTER OF UNDERSTANDING #3

RE: INTERNAL APPLICATIONS

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

When CUPE 1505 Employees move from one bargaining unit to the other:

- a) The Employee's seniority date will remain unchanged.
- b) Employees will not serve a probationary period but will be required to complete a three (3) month trial period for the new position.
- c) Vacation banks accrued by Employees prior to the move will remain with the Employee, however to the extent the total accrued bank as of the year end pay period exceeds the new bargaining unit's annual accrual entitlement, such excess will be paid out.
- d) Sick leave will carry over up to the cap in the new bargaining unit to which the Employee has moved.
- e) If an accrued entitlement from a prior bargaining unit does not exist in the new bargaining unit, the entitlement will be paid out.
- f) **All applicants within their own collective agreement will be considered before applicants from the other collective agreement are considered.**

End of Document