COLLECTIVE AGREEMENT

BETWEEN

THE MUNICIPALITY OF CROWSNEST PASS

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 812

January 1, 2023 to December 31, 2026

Canadian Office & Professional Employees
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ARTICLE 1: PURPOSE

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

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

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

ARTICLE 2: DEFINITIONS

2.01 Casual Employee:

"Casual Employee" shall mean one who is:

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

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

The provisions of this Collective Agreement shall not apply to Casual Employees except for the following Articles:

Article 1: Purpose
Article 3: Management Rights
Article 4: Union Recognition
Article 7: Seniority – Clauses 7.05, 7.06, 7.07 and 7.08
Article 10: Overtime
Article 11: General and Declared Holidays – Clause 11.09
Article 12: Vacations – Clause 12.02
Article 19: Health and Safety
Article 20: Clothing and Equipment – Clause 20.01(d)
Article 22: General
Article 23: Payment of Wages
Article 24: Wages
Article 28: Labour/Management Committee
Article 29: Term of Agreement

2.02 Probationary Employee

The term "Probationary Employee", when used in this Agreement, shall be defined as meaning any Employee filling a position coming within the scope of this Agreement serving the required probationary period. The employment of probationary Employees may be terminated within ninety (90) calendar days, without recourse to the grievance procedure.

2.03 Probationary Period

The “probationary period” for employment shall be considered ninety (90) calendar days.

2.04 Permanent Employee

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

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

(b) Part time shall mean an Employee who is regularly scheduled to work less than full time hours set out in Article 2.04(a).

2.05 Emergency

“Emergency” as referenced in this Collective Agreement including Article 4.05, shall mean a situation imposing an immediate threat to life, property or environment where the Emergency Operations or Command Centre is activated.

2.06 Qualifications

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

2.07 Supervisor

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

2.08 Temporary Employee

The term “Temporary Employee”, when used in this Agreement, shall be defined as meaning an Employee who is employed for a continuous period of time of not more than eighteen (18) months including seasonal staff.

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

(a) Dismissal for just cause**;** or

(b) Voluntary resignation.

The provisions of this collective agreement shall not apply to the Temporary Employees except for the following Articles:

Article 1: Purpose
Article 3: Management Rights
Article 4: Union Recognition
Article 7: Seniority – Clauses 7.05, 7.06, and 7.07
Article 10: Overtime
Article 11: General and Declared Holidays – Clause 11.09
Article 12: Vacations – Clause 12.02
Article 17: Medical Coverage Clause 17.05 and 17.08
Article 19: Health and Safety
Article 22: General
Article 23: Payment of Wages
Article 24: Wages
Article 28: Labour/Management Committee
Article 29: Term of Agreement

2.09 Student

A Student is a person who will be attending high school or post-secondary education in the term following the employment term.

2.10 Trial Period

Any Employee awarded a posted position shall be in a trial period for sixty (60) working days, and upon its completion shall be declared permanent in the position. If the Employee proves unsatisfactory during the trial period, or is not satisfied with the position, the Employee will revert to the Employee's former position and wage without loss of seniority. And other Employees affected by this reversion shall also revert to their former position and wage without loss of seniority.

2.11 Union Officer

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

2.12 Union Representative

The term "Union Representative", when used in this Agreement, means a National Representative of the Union.

2.13 Working Days

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

ARTICLE 3: MANAGEMENT RIGHTS

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

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

3.03 The Employer agrees to be fair and reasonable in the application, administration, and operation of this Collective Agreement.

ARTICLE 4: UNION RECOGNITION

4.01 Bargaining Agent

Municipality of Crowsnest Pass recognizes the Canadian Union of Public Employees, Local 812 as the sole bargaining agent for its Employees covered under this Agreement, and as provided for in *Alberta Labour Relations Board* Certificate Number: 176-92, or any amendments thereto.

4.02 The Employer will notify the Union of any new hires within the membership. The Union will be responsible for signing of new members and will be afforded thirty (30) minutes to introduce Union Representative and orientate new hires. The Employer will provide an electronic copy of the Collective Agreement to all new Employees.

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

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

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

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

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

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

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

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

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

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

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

4. 10 The Employer agrees to deduct from each Employee union membership dues as directed by the Union in writing. Union membership dues will be deducted for and on behalf of all Employees who are covered under this Collective Agreement, from each pay cheque, and forwarded to the Secretary-Treasurer of the Union not later than the last day of each month.

4. 11 All monies paid to the Secretary-Treasurer of the Union shall be accompanied with a list of names of all Employees for and on behalf of whom such deductions have been made, and with a list of all additions and deletions of staff.

4. 12 The Employer shall indicate on the income tax (T4) slip of each Employee the amount of Union dues paid in the previous year.

4. 13 All correspondence shall be directed to the President of the Union and the National Representative.

4. 14 The Union shall notify the Employer in writing within thirty (30) days of the election of the Local Union Officers.

4. 15 Seasonal Employees at the Ski Hill (except Millwrights), Community Pool and Students along with Casual Instructors are not covered by the Collective Agreement.

ARTICLE 5: GRIEVANCE PROCEDURE

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

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

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

(d) Policy grievances and grievances involving suspension or termination shall start at Step Two of the Grievance Procedure.

(e) During any and all proceedings outlined in this Article, the Employee shall continue to faithfully perform their duties unless they have been suspended or discharged for just cause.

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

(g) The parties agree that the purpose of the Grievance Procedure is to:

(i) encourage open, face to face dialogue between the parties;
(ii) achieve timely and equitable resolutions to identified issues;
(iii) contribute to and support a positive, harmonious work environment;
(iv) minimize the time and costs involved in resolving disputes; and
(v) achieve solutions that are consistent with the terms of the Collective Agreement.

(h) A sincere attempt shall be made by both parties through discussion to resolve a grievance at each step of the process.

(i) <u>Policy Grievance</u>

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

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

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

(l) Working days, for the purposes of this Article and Article 6.03, shall exclude Saturdays, Sundays, and General Holidays.

5.02 Time Limits

(a) Discussion

An Employee who believes that they have a problem arising out of the interpretation, application, administration or alleged violation of this Collective Agreement, may, within ten (10) working days of the date of the day they became aware of, or reasonably should have become aware of the occurrence, first discuss the matter with their Management Supervisor.

(b) Should the Employee or the Union fail to comply with any of the time limits specified in the grievance procedure, the grievance will be considered to be abandoned unless the parties have mutually agreed in writing to extend the time limits.

(c) Should the Employer fail to comply with any of the time limits specified in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed in writing to extend the time limits.

5.03 Settling of Disputes and Grievances

To ensure that any difference between the parties are remedied as quickly as possible the parties agree they shall attempt to resolve issues through an informal complaint process involving their Management Supervisor, prior to filling out a written grievance.

Before filing a grievance, the parties shall meet and try to resolve the difference. Time limits for filing a grievance will begin the day following the meeting.

Step 1

The Management Supervisor or designate, may meet with the Grievor(s) and the Local Union Representative(s) within five (5) working days of receipt of the grievance and shall render a written decision within five (5) working days of this meeting.

Step 2

The Chief Administrative Officer (CAO) or designate, may meet with the Grievor(s) and the Local Union Representative(s) within five (5) working days of receipt of the grievance and shall render a written decision within fifteen (15) working days of this meeting.

Step 3: Non-Binding Mediation

In conjunction with a grievance being submitted to arbitration, either Party may request the assistance of a grievance mediation service. If the Parties mutually agree to utilize this process, the time limits for a grievance to proceed to arbitration will not be suspended.

The Union shall be allowed to have up to two (2) Employees in attendance during a grievance mediation meeting, one of whom shall be the Chairperson of the Local or designate.

The costs of the grievance mediation services will be jointly shared by the parties.

5.04 Arbitration

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

(a) The Parties agree that the arbitration shall be heard by a single arbitrator mutually agreed upon by the parties.

(b) Within ten (10) working days of the receipt of notification by one party, the other party to an arbitration shall nominate its choice of arbitrator by notice in writing.

(c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator (within twenty-five (25) days of notification by either Party), application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provision of the *Alberta Labour Relations Code*.

(d) The Arbitrator has all the powers granted to arbitrators under the *Alberta Labour Relations Code* in addition to any powers which are contained in this Agreement.

(e) The Arbitrator shall hear and determine the difference or allegation as well as whether any such difference can be the subject matter of arbitration and shall issue a decision and that decision is final and binding upon the Parties and upon any employee affected by it.

(f) The award of the Arbitrator shall be signed by the arbitrator and copies provided to the Employer and the Union.

(g) The arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.

(h) The Employer and the Union shall each pay one-half of the remuneration and expenses of the Arbitrator and each Party shall bear its own expenses of every such arbitration.

ARTICLE 6: DISMISSAL PROCEDURE

6.01 Warning Notices and Discipline

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

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

Employees will be notified of the reason or incident under investigation except where doing so may reasonably compromise the investigation.

When an Employee is to be dismissed, it shall be in the presence of a Union Officer.

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

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

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

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

ARTICLE 7: SENIORITY

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

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

(a) Dismissal for just cause;

(b) Voluntary resignation;

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

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

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

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

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

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

7.04 Temporary and Casual Employees shall be placed on a separate Temporary and Casual List that will accompany the Seniority List.

7.05 On becoming a Permanent Employee, an Employee who has worked in the same classification as a Temporary Employee will have all hours so worked as a Temporary Employee in the same classification applied to their probation period as defined in Article 2.03.

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

(a) Dismissal for just cause; or

(b) Voluntary resignation.

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

7.08 A Casual Employee as defined in Article 2.01 shall be removed from the Casual List where the Employee has not accepted a shift that has been offered in a one hundred and twenty (120) consecutive calendar day period unless the Casual Employee:

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

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

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

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

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

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

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

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

8.06 When a vacancy occurs, or a new position is created, the posting shall be distributed for a minimum of five (5) working days prior to closing. Copies of all postings shall be mailed to the Secretary of the Union and/or designate. All postings shall contain the necessary requirements and qualifications. The Union acknowledges the Employer’s right to determine when any position shall be posted and, therefore, where a position will not be filled the Employer shall so notify the Union, in writing, within ten (10) working days of the vacancy occurring. Internal and External Job Postings may be done concurrently; however, all internal applicants shall be considered first before external applications.

The determining factors in filling the vacancy or new position shall be the qualifications outlined in the job description, education as related to the job classification, ability, and skills, and where these factors are relatively equal, seniority shall be the deciding factor.

8.07 An Employee awarded a posted position shall be in a trial period pursuant to Article 2.10.

Within the trial period, at a time mutually acceptable to this Employee and their immediate Supervisor, they shall be prepared to demonstrate competence in performing the specific and predetermined duties of the new position. If an Employee is asked to demonstrate competence, the Employee shall be advised, in writing at least five (5) working days prior, exactly what skills shall be tested. Should they not qualify within the trial period, they shall revert to their former position, without prejudice or loss of seniority.

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

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

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

8.11 The Employer will maintain a system of on-the-job training. Mandatory training that is a requirement for the Employee will be provided by the Employer. Optional training or professional development will be at the discretion of the Employer, not to be unreasonably denied.

8.12 A newly hired Employee shall serve a Probationary period as defined in Article 2.02 of the Collective Agreement. Should the Employer determine that an extension of the Probationary Period is required, such extension shall be communicated to the Employee in question, at least five (5) days prior to the completion of the Probationary Period. The extension of the Probationary Period shall not exceed sixty (60) working days with consultation and mutual agreement of the Union. The employment of the Probationary Employee whose Probationary Period has been extended for the additional sixty (60) days may be terminated with that 60 working day period, without recourse to the Grievance Procedure.

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

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

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

ARTICLE 9: HOURS OF WORK

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

9.02 Outside Worker

The standard work week shall consist of five (5) consecutive days, Monday to Friday, with an eight (8) hour day, between the hours of 7:00 a.m. and 4:30 p.m., and one-half (1/2) hour unpaid lunch period. If ten (10) hour shifts are utilized, the standard work week would be forty (40) hours, Monday to Friday, between the hours of 6:00 a.m. and 6:00 p.m. If working a ten (10) hour shift, when there is a General Holiday that falls in the week, the entire week reverts back to normal five (5) days per week with eight (8) hour day routine.

Community Peace Officer

The standard work week shall consist of eighty (80) hours bi-weekly. This position may require flexible scheduling of daily and/or weekly hours depending on work demands.

The employer agrees to provide forty-eight (48) hours' notice of a shift change, unless mutually agreed.

Agricultural Fieldperson

The standard work week shall consist of eight (8) hours per day, forty (40) hours per week. This position may require flexible scheduling of daily and/or weekly hours from May 1 to October 31 each year.

The employer agrees to provide forty-eight (48) hours' notice of a shift change, unless mutually agreed.

9.03 Inside Worker

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

9.04 (a) Community Service Operators

Community Service Operator hours of work for the period of May 1st to August 15th shall be based on the standard work week as set out in Article 9.02 above.

Casual Employees may be hired to work outside regular hours of work in May and June of each year.

Casual Employees may be hired to work outside regular hours of work for the period of July 1st to August 15th of each year provided permanent full-time employees have been offered overtime shifts first.

For the period of August 16th to April 30th, the operation of many Recreation Facilities shall be on a seven (7) day basis, with normal hours of work and shifts scheduled by the Employer.

Employees in Recreation Facilities shall have at least one (1) consecutive Saturday and Sunday off every second week and shall receive two (2) other consecutive days off each two (2) week period. Such Employees whose hours of work commence prior to 7:00 a.m., or extend after 6:00 p.m., shall be paid nine (9) hours regular pay for eight (8) consecutive hours, unless otherwise agreed by the Employee. Hours of work outside of the period August 1st to April 30th shall be as per Clause 9.02 Outside.

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

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

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

(iii) The Employer agrees to:

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

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

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

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

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

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

(b) Sewer and Water Plant Operators

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

(c) Utility Operator I

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

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

(d) Utility Operator II

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

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

GENERAL

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

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

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

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

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

9.10 Water/Sewer Division and Operations Department Standby

(a) Water/Sewer Plant

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

(b) Operations Department

Equipment Operators in the Operations Department are required, on an individual basis, to be on-call based on a rotational schedule or as mutually agreed upon. All Employees will be required to have passed the probationary period and be signed off on required competencies prior to being placed on the standby schedule.

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

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

An Employee on standby during the week, Monday to Sunday, will be remunerated on the basis of sixteen (16) hours straight time at the appropriate rate (Utility Operator II rate or the Leadhand rate) set out in Article 24: Wages. The standby rate of sixteen (16) hours will be divided as follows: three (3) hours on Saturday, three (3) hours on Sunday, and two (2) hours Monday to Friday.

An Employee required to be on standby on a General Holiday shall be remunerated on the basis of two (2) hours straight time per day at the appropriate rate (Utility Operator II rate or the Leadhand rate) set out in Article 24: Wages in addition to the weekly standby rate (i.e., a total of four (4) hours pay for a week day General Holiday and five (5) hours for a weekend General Holiday).

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

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

9.11 Utility Operator, Community Peace Officer, Recreation Department

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

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

9.13 Flexible Scheduling for Ski Hill

The standard work week shall consist of eight (8) hours per day, forty (40) hours per week. This position may require flexible scheduling of daily or weekly hours depending on work demands.

A temporary compressed work week may be utilized when doing tower maintenance during July and August.

9.14 Compressed Work Week

In relation to street sweeping operations, for a six (6) week time period in the Spring of each year of the term of the Collective Agreement, the hours on the schedule will be set on a rotating basis to accommodate a ten (10) hour shift for four (4) days per week.

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

ARTICLE 10: OVERTIME

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

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

10.03 No Employee shall be required to take time off in lieu of overtime but may do so at the applicable overtime rate. Full-time Employees may accumulate a total of eighty (80) hours for an outside employee and seventy (70) hours for an Inside employee per calendar year and may take these days as work schedule permits. However, the balance of the overtime bank account as of the last pay period of the payroll year shall be paid out.

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

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

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

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

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

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

ARTICLE 11: GENERAL AND DECLARED HOLIDAYS

General Holidays

11.01 The Employer recognizes the following as paid holidays:

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

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

11.02 (a) An Employee must have worked at least thirty (30) working days during the twelve-month period prior to a General Holiday in order to qualify for such a holiday with pay.

(b) An Employee must have worked their scheduled shift immediately preceding and immediately following the General Holiday except where the Employee is absent due to illness or an approved leave of absence.

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

11.04 If the General or declared holiday falls on a weekend for those Employees working on a Monday to Friday schedule, the Holiday will be scheduled on the following Monday by the employer. If the General or Declared Holiday falls on a Full-Time Employee's regular day off for those working seven (7) days a week, they shall be entitled to an extra day's pay for same, or be given a day off with pay, such day off to be arranged at the mutual convenience of both Parties.

11.05 If the General Holiday occurs on a day that is not the Employee's regular scheduled day of work and the Employee is required to work, they shall be paid two (2) times their basic rate of pay for each hour worked.

11.06 If the General Holiday occurs on an Employee's regularly scheduled day of work, and the Employee is called in and required to work, they shall receive:

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

(b) for Permanent Full-Time Employees:

(i) a day off with pay within ninety (90) days or to the end of the year, whichever is later, to be taken at a time mutually agreed between the Employer and the Employee, paid at their basic rate of pay for full-time hours as per Article 9; or

(ii) the hours worked shall be banked in the overtime bank to be taken as time off at a time mutually agreed between the employer and the Employee.

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

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

11.08 An Employee absent from work while:

(a) on layoff; or

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

(c) on an unpaid absence during which they are in receipt of weekly Indemnity through the Long-Term Disability Income Insurance Plan; or

(d) on sick leave in excess of thirty (30) calendar days

Shall not be entitled to:

(i) a day off with pay, or
(ii) payment in lieu thereof,

For the aforementioned General Holidays.

ARTICLE 12: VACATIONS

12.01 (a) The vacation schedule for Permanent Full-time Inside Employees shall be as follows:

CALENDAR YEAR	VACATION DAYS	CALENDAR YEAR	VACATION DAYS
0-1	7 hours / month	11	154 hours / year
2	91 hours / year	12	161 hours / year
3	98 hours / year	13	168 Hours / year
4	105 Hours / year	14	175 Hours / year
5	112 hours / year	15	182 hours / year

CALENDAR YEAR	VACATION DAYS	CALENDAR YEAR	VACATION DAYS
6	119 hours / year	16	189 hours / year
7	126 hours / year	17	196 hours / year
8	133 hours / year	18	203 hours / year
9	140 hours / year	19	210 hours / year
10	147 hours / year	20+	210 hours / year

(b) The vacation schedule for Permanent Full-time Outside Employees shall be as follows:

CALENDAR YEAR	VACATION DAYS	CALENDAR YEAR	VACATION DAYS
0-1	8 hours / month	11	176 hours / year
2	104 hours / year	12	184 hours / year
3	112 hours / year	13	192 hours / year
4	120 hours / year	14	200 hours / year
5	128 hours / year	15	208 hours / year
6	136 hours / year	16	216 hours / year
7	144 hours / year	17	224 hours / year
8	152 hours / year	18	232 hours / year
9	160 hours / year	19	240 hours / year
10	168 hours / year	20+	240 hours / year

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

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

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

12.04 Vacation days may be scheduled and taken at any time during the calendar year. If an Employee's service be discontinued for any reason during the course of the year after vacation has been taken, such vacation days shall be pro-rated, and any unearned vacation shall be reimbursed to the Employer.

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

12.06 Employees are required to schedule at least seventy percent (70%) of their vacation allocation by March 31st of each year. At this time, vacations may be scheduled for up to December 31st. The remaining thirty percent (30%) must be scheduled by September 30th of that year. The Employer will confirm in writing all holiday requests within two (2) weeks (April 14th and October 14th). Vacation time will be approved on the basis of seniority.

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

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

12.09 Employees shall not accrue vacation days while:

(a) on layoff, or

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

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

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

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

12.12 Vacation that has been approved in writing cannot be swapped out for another type of leave (i.e., banked). Vacation requests can be cancelled at any time until two (2) working days prior to the start of vacation. Once vacation has commenced it cannot be swapped out for another type of leave with the exception of an Employee being admitted to hospital or in the instance of bereavement leave.

ARTICLE 13: SICKNESS BENEFITS

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

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

13.02 “In cases of lengthy illness, in excess of five (5) days, the Employer may request from the Employee information from the Employee’s physician identifying restrictions associated with their inability to work, prognosis, need for any modified duties and other information relating to the Employer’s duty to accommodate.
The cost of a medical certificate, if requested by the Employer, will be reimbursed by the Employer provided proper proof of payment has been submitted.

In circumstances where the Employer has reasonable cause to doubt the justification for the Employee’s absence, the Employee after written notification may be requested to provide a doctor’s certificate for all absences due to illness. Such notification may extend for a period of six (6) months from the date of notification.

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

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

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

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

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

13.08 The Employer may require that an Employee be examined by an independent medical practitioner where:

(a) there is prolonged frequent absence from work due to illness;

(b) there is apparent misuse of sick leave;

(c) there is concern about the Employee’s ability to satisfactorily perform the required duties, due to disability or illness; or

(d) there is concern about public and/or co-worker safety.

Information from the independent medical practitioner may identify restrictions associated with their inability to work, prognosis, need for any modified duties and other information relating to the Employer’s duty to accommodate.

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

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

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

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

(c) Employees on approved long-term disability claims will have their benefits costs covered by the Municipality for twelve (12) months. If the claim continues longer than twelve (12) months, the costs for benefit for the next twelve (12) month period shall be at a 50/50 split between the Municipality and the Employee. If the claim continues longer than the period specified, the Employee shall compensate the Municipality for one hundred percent (100%) of the costs for the period, if any, until the Employee's employment is terminated.

ARTICLE 14: LEAVE OF ABSENCE

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

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

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

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

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

14.06 The Employee on an approved Leave of Absence except for Compassionate Care, Death or Disappearance, and Critical Illness Leave, in excess of thirty (30) days is responsible to prepay one hundred percent (100%) of the benefit and pension premium costs on a monthly basis during the length of time they are on leave.

14.07 Death or Disappearance of a Child Leave

(a) An Employee who has been employed for a least ninety (90) days is entitled to a period of unpaid leave of fifty-two (52) weeks if the Employee is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as the result of a crime.

(b) An Employee who has been employed at least ninety (90) days is entitled to a period of unpaid leave of up to one-hundred and four (104) weeks if the Employee is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime.

(c) The Employee will not be entitled to Death or Disappearance of Child Leave if they are charged with a crime that resulted in the death or disappearance of the child.

(d) The period during which the Employee may take Death or Disappearance of Child Leave begins on the date on which the death or disappearance, as the case may be, occurs and ends in the case of disappearance fifty-two (52) weeks after the date on which the disappearance occurs or, in the case of death, one-hundred and four (104) weeks after the date on which the death occurs.

(e) An Employee who wishes to take Death or Disappearance of Child Leave must give the Employer written notice as soon as reasonable and practical in the circumstances, which notice must include the estimated date of the Employee's return to work.

(f) In the case of a child who disappears and is subsequently found alive, the Employee is to return to work fourteen (14) days after the date on which the child is found but no later than the end of the fifty-two (52) week period or, if the child is found dead, one-hundred and four (104) weeks after the day on which the disappearance occurred.

(g) An Employee who has been on Death or Disappearance of Child Leave must provide at least forty-eight (48) hours of written notice of the date on which the Employee intends to return to work unless the Employer and the Employee agree otherwise.

14.08 Critical Illness Leave

(a) An Employee who has been employed for a least ninety (90) days and is a parent of a critically ill child is entitled to unpaid Critical Illness of Child Leave of up to thirty-six (36) weeks for the purposes of providing care or support to the child;

(b) An Employee who has been employed for a least ninety (90) days and is a family member of a critically ill adult is entitled to unpaid Critical Illness of Adult Leave of up to sixteen (16) weeks for the purposes of providing care or support to the adult.

(c) If more than one parent is employed by the Employer, the Employer is not required to grant the Critical Illness of Child Leave or Critical Illness of Adult Leave to more than one Employee at a time.

(d) If more than one child of the parent is critically ill as a result of the same event, the period in which the Employee may take Critical Illness of Child Leave begins on the date specified in the medical certificate issued in respect of any child who is critically ill and ends:

(i) on the date of the last day of the work week in which the last critically ill child dies;

(ii) the expiration of thirty-six (36) weeks following the date leave began;

(iii) the expiration of the last period referenced within the medical certificate for the critically ill children; or

(iv) the last day of the work week in which the Employee ceases to provide care and support to the last of the critically ill children.

(e) Critical illness of Adult Leave begins on the date specified in the medical certificate issued in respect of the adult who is critically ill and ends:

(i) on the date of the last day of the work week in which the critically ill adult dies;

(ii) the expiration of sixteen (16) weeks following the date leave begins;

(iii) the expiration of the last period referenced within the medical certificate for the critically ill adult; or

(iv) the last day of the work week in which the Employee ceases to provide care and support to the critically ill adult.

(f) The Employee must provide the Employer with a medical certificate issued by a physician stating:

(i) that the child or adult is critically ill and requires care and support;

(ii) the start date of the period during which the child or adult requires that care and support;

(iii) the end date of the period during which the child or adult requires that care and support; and

(iv) if the leave was begun before the certificate is issued, the day leave began.

(g) An Employee who wishes to take Critical Illness of Child or Adult Leave must give the Employer at least two (2) week's written notice which notice must also include the estimated date of the Employee's return to work, unless a shorter notice period is necessary in the circumstances, in which case notice must be provided as soon as reasonable and practical in the circumstances.

(h) Critical Illness of Child or Adult Leave may be taken in one or more periods, but no period of leave may be less than one (1) week's duration.

(i) If an Employee has been on Critical Illness of Child or Adult Leave, they must provide at least forty-eight (48) hours' notice of the date on which the Employee intends to return to work, unless the Employer and the Employee agree otherwise.

14.09 Long-Term Illness or Injury Leave

(a) An Employee who has been employed by the Employer for a least ninety (90) days is entitled to unpaid leave due to the illness or injury or quarantine of the Employee.

(b) The Employee is entitled to no more than sixteen (16) weeks of Long-Term Illness or Injury Leave in a calendar year.

(c) The Employee must provide the Employer with a medical certificate issued by a physician stating the estimated duration of the leave.

(d) The Employee must provide at least forty-eight (48) hours' written notice of the date on which the Employee intends to return to work unless the Employer and the Employee agree otherwise.

14.10 Domestic Violence Leave

(a) Domestic Violence Leave occurs when an Employee, the Employee's dependent child or a protected adult who lives with the Employee is subjected to any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person; any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person; conduct that reasonably, and in all circumstances, constitutes psychological or emotional abuse; forced confinement; sexual contact of any kind that is coerced by force, threat of force or stalking.

(b) An Employee who is the victim of domestic violence and has been employed for at least ninety (90) days is entitled to unpaid Domestic violence Leave of up to ten (10) days in a calendar year.

(c) The Employee may take Domestic Violence Leave for one or more of the following purposes:

(i) to seek medical attention for the Employee or the Employee's dependent child or protected adult in respect of the physical or psychological injury or disability caused by the domestic violence;

(ii) to obtain services from a victims' services organization;

(iii) to obtain psychological or other professional counselling for the Employee or the Employee's dependent child or a protected adult;

(iv) to relocate temporarily or permanently; and

(v) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.

(d) Before taking Domestic Violence Leave, the Employee must give the Employer as much notice as reasonable and practicable in the circumstances.

(e) The Employee must provide at least forty-eight (48) hours' written notice of the date on which the Employee intends to return to work unless the Employer and the Employee agree otherwise.

14.11 Personal or Family Responsibility Leave

(a) An Employee who has been employed for a least ninety (90) days is entitled to up to five (5) days of unpaid leave in a calendar year, but only to the extent that the leave is necessary for the health of the Employee or for the Employee to meet their family responsibilities in relation to a family member.

(b) Before taking Personal or Family Responsibility Leave, the Employee must give the Employer as much notice as is reasonable and practicable in the circumstances.

(c) The Employee must provide at least forty-eight (48) hours' written notice of the date on which the Employee intends to return to work unless the Employer and the Employee agree otherwise.

14.12 Leave for Citizenship Ceremony

(a) An Employee who has been employed for a least ninety (90) days is entitled to up to one-half (1/2) day of unpaid leave to attend a Citizenship Ceremony to receive a certificate of citizenship as provided for under the *Citizenship Act (Canada)*.

(b) Before taking a Leave for Citizenship Ceremony, the Employee must give the Employer as much notice as is reasonable and practicable in the circumstances.

14.13 Compassionate Care Leave

(a) An Employee who has been employed for a least ninety (90) days is entitled to unpaid compassionate care leave for a period of up to twenty-seven (27) weeks for the purposes of providing care or support to a seriously ill family member.

(b) Family member will include:

(i) a spouse or common law partner of the Employee;

(ii) a child of the Employee or child of the Employee's spouse or common law partner;

(iii) a parent of the Employee or spouse or common law parent of the parent; and

(iv) other person who is a member of a class of persons designated in the *Regulations* or defined by the *Employment Standards Code*.

(c) If both parents are Employees, the Compassionate Care Leave may be shared between the Employees as long as the combined period of Compassionate Care Leave does not exceed twenty-seven (27) weeks.

(d) The Employee must provide to the Employer a medical certificate issued by a physician stating that the family member named in the certificate has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the date of the certificate is issued or, if the leave was commenced before the certificate was issued, the day the leave began and that the family member requires the care and support of one or more family members.

(e) An Employee who wishes to take Compassionate Care Leave must give the Employer at least two (2) weeks' written notice which must also include the date of the Employee's return to work, unless a shorter period of notice is necessary in the circumstances, in which case notice must be provided as soon as reasonable and practical in the circumstances.

(f) Compassionate Care Leave may be taken in one or more periods, but no period of leave may be less than one (1) week in duration.

(g) Compassionate Care Leave ends on the earliest of the following:

(i) The last day of the work week in which the family member named in the medical certificate dies;

(ii) the twenty-seven (27) weeks' Compassionate Care Leave ends; or

(iii) the last day of work of the week in which an Employee ceases to provide care or support to the seriously ill family member.

(h) An Employee who has been on Compassionate Care Leave must provide at least forty-eight (48) hours of written notice of the date on which the Employee intends to return to work unless the Employer and the Employee agree otherwise.

ARTICLE 15: BEREAVEMENT LEAVE

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

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

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

Grandchild	Grandparent
Aunt/Uncle	Niece/Nephew

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

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

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

15.03 Should bereavement or Celebration of Life be delayed beyond thirty (30) days, the Employee will provide written notice to Human Resources within thirty (30) calendar days advising of the delay and any other known information.

ARTICLE 16: COMPENSATION

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

All Permanent Employees who are incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Municipality of Crowsnest Pass, within the meaning of the *Workers' Compensation Act*, shall receive their basic rate of pay, providing they assign over to the Employer, on proper forms, the monies due to them from WCB for the time lost due to the accident. A deduction of one-tenth (1/10) day shall be charged against sick leave credits for each day an Employee is off work due to an accident within the *Workers' Compensation Act*. An Employee shall only receive ten percent (10%) from the sick bank to the extent that sick leave credits can be deducted from the Employee's sick bank. The Employer will cease paying the Employee after two (2) years from the date of the compensable injury.

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

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

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

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

ARTICLE 17: MEDICAL COVERAGE

17.01 Health and Group Benefits

All Permanent Employees shall be entitled to coverage as follows:

Health and Group Benefits:	Employer paid	Employee paid
Health and Vision	100%	--
Dental	100%	--
Life Insurance	100%	--
Long-Term Disability Insurance	--	100%
Travel Insurance	--	100%
Voluntary optional coverages	--	100%

17.02 The Health and Vision Plan will provide direct billing of prescriptions drugs at twenty percent (20%) Employee and eighty percent (80%) Employer paid directly applied to the Health and Vision Plan provider for payment.

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

17.04 The Employer agrees to cover all Permanent Full-Time Employees with a Dental Plan, as well as major restorative at eighty percent (80%) with an increased combined maximum to Three Thousand Dollars ($3,000.00) and pay one hundred percent (100%) of the premiums.

17.05 Temporary Employees in terms longer than six (6) months shall receive benefits (one hundred percent [100%] Employer paid premiums) based on their service in hours according to the following:

QUALIFYING HOURS

Inside Employees..... 1365
Outside Employees..... 1560

BENEFIT

Health and Vision
Dental
Life Insurance

Eligibility is subject to the requirements of the benefit provider.

17.06 The Employer will provide a Health and Wellness Spending Account for all Permanent Employees in the amount of Seven Hundred and Fifty Dollars ($750.00) per year. The Permanent Employees may seek reimbursement for expenses in relation to the Health and Wellness Spending Account once per year. The Permanent Employees are to provide receipts in order to be reimbursed. *add for all family

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

17.08 The Employer will contribute a matching amount of five percent (5%) of basic rate of pay earnings for each eligible Temporary Employee working a term of longer than six (6) months to a Registered Retirement Saving Plan held in the Employee's name. Employee contributions will be made by bi-weekly payroll deduction.

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

ARTICLE 18: PENSION

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

ARTICLE 19: HEALTH AND SAFETY

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

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

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

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

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

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

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

ARTICLE 20: CLOTHING AND EQUIPMENT

20.01 (a) All Employees will be supplied with:

(i) Coveralls suitable to the work being performed.

(ii) Safety boots suitable to the workplace at a cost of four hundred dollars ($400.00) every second year upon submission of a receipt.

A committee of Union and Management shall meet as necessary to discuss the type and quality of this safety equipment. Such clothing will remain the property of the Employee except that if replacements are required more than twice a year the Employee must return the worn clothing to the Employer.

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

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

(d) Casual Employees shall be supplied with gloves, safety glasses, hard hat, and safety/reflective vest. Replacement gloves will be obtained by trading in their used gloves for a new pair at the warehouse when the gloves wear out.

(e) The Employer shall provide a Safety Glass Allowance of Two Hundred and Fifty Dollars ($250.00) per year to each Permanent Employee that is required to wear safety glasses, for the purchase of prescription safety glasses.

20.02 Community Peace Officer

The Employer shall provide, clean, and maintain one (1) summer uniform**,** one (1) winter uniform, one (1) additional summer shirt, one (1) additional winter shirt, and one (1) pair of pants.

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

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

20.03 Permanent Inside Employees will be entitled to a maximum of One Hundred and Fifty Dollars ($150.00) per year for clothing allowance with receipts. Employees required to attend council meetings as part of their regular duties will be provided with an additional allowance of one hundred dollars ($100.00) for business professional clothing to attend these meetings.

20.04 (a) Certified Journeymen Electricians and Plumbers shall receive an annual tool allowance of up to Four Hundred Dollars ($400.00) upon submission of receipts.

(b) Certified Journeymen Mechanics and Millwrights shall receive an annual tool allowance of up to Six Hundred Dollars ($600.00) upon submission of receipts.

ARTICLE 21: NO DISCRIMINATION OR HARASSMENT

21.01 The Employer and the Union shall not discriminate against any Employee on the basis of race, religious beliefs, gender, gender identity, gender expression, sexual orientation, colour, mental disability, physical disability, marital status, family status, source of income, 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.

21.02 The Employer and the Union acknowledge a shared responsibility to prevent harassment and promote a safe, abuse-free working environment.

(a) Abuse shall be defined as a single or series of incidents occurring in the workplace that is known, or reasonably ought to be known, to be unwelcomed causing unnecessary psychological, emotional and/or physical harm. This may include but is not limited to physical violence or non-consensual physical or sexual contact, verbal or written threats, physical or psychological bullying, humiliation, intimidation or coercion.

(b) Harassment shall be defined as a single or repeated incidents of objectionable or unwelcome conduct, comment, bullying or action by a person that the person knows or ought reasonably to know will or would cause offence or humiliation or pattern of behaviour intended or likely to intimidate, offend, degrade or humiliate a person or group, and shall be characterized by inappropriate, unwelcome, or coercive behaviour in any form. Harassment includes personal, sexual or workplace harassment, coming from unwelcome physical, verbal, or non-verbal conduct that demeans, belittles, or causes personal humiliation or embarrassment.

(c) Internal Investigations involving allegations of discrimination or harassment must commence within ten (10) working days following the receipt of a formal complaint. The affected Employee(s) will be fully apprised of the specific allegations being investigated.

The affected Employee(s) shall have the right for Union Representation to be present in all investigations.

ARTICLE 22: GENERAL

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

22.02 Travel rates paid to any Employee agreeing to use their own vehicle for Municipal business shall be paid as per the Travel Policy. Said rate is subject to change from time to time. Employees consenting to use their personal vehicle are responsible for ensuring adequate insurance coverage on their policy to compensate for work purposes.

22.03 The Employer agrees to provide a locker for each Outside and Recreation Permanent Employee.

22.04 For the months of April through August the Employer may hire students to carry out the following responsibilities, between 7 a.m. – 4:30 p.m. Monday – Friday, with no change in the rate of pay:

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

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

22.05 Co-op Student / Internships

No more than two students may be employed as a Co-op student / Intern at any one time. The work term may be no more than any eight (8) month period as determined by the post-secondary program the student is enrolled in.

22.06 No Employee within the scope of this Agreement shall lose their employment or have a reduction of regular hours of work with the Employer, during the life of this Agreement, as a result of utilizing students.

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

22.08 The Employer agrees to maintain three (3) Lead Hand positions at all times.

22.09 The Employer agrees that the number of Temporary and Casual Employees shall not exceed twenty-two and a half percent (22.5%) of the permanent workforce, unless otherwise mutually agreed. This would exclude the replacement of permanent workers on any legislated leave of absence related to illness or injury, lasting five (5) days or more.

22.10 The Employer shall continue to place job postings for Equipment Operator I positions. Equipment Operator I positions shall be promoted subject to successful completion of all training for such positions to Equipment Operator II. Knowledge, performance, and qualifications shall be factors. Job postings for Equipment Operator II positions shall no longer be required.

ARTICLE 23: PAYMENT OF WAGES

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

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

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

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

ARTICLE 24: WAGES (Retroactive to January 1, 2023)

		Wages effective January 1 of each year			
Bands	Position	Jan 1, 2023 + 4%	Jan 1, 2024 +3%	Jan 1, 2025 +2%	Jan 1, 2026 +3%
<100	Community Services Labourer (Empty)	$23.34	$24.04	$24.52	$25.25
101-130	Blank Band	$26.48	$27.27	$27.82	$28.65
131-160	Operations Labourer I	$27.88	$28.72	$29.29	$30.17
161-190	Clerk I Temporary	$29.35	$30.23	$30.83	$31.76
191-220	Accounting Clerk I (Empty) Community Services Operator I Building Maintenance I Equipment Operator I Utilities Clerk Receptionist Bus Driver Protective Services Administrative Assistant Assistant Development Officer	$31.36	$32.30	$32.94	$33.93
221-250	Community Services Operator II Equipment Operator II Utility Operator I Accounting Clerk II – Accounts Payable Taxation Clerk Community Services Administrative Assistant Administrative Assistant – Development, Engineering and Operations Millwright Ski Hill	$32.52	$33.50	$34.17	$35.19
251-280	Building Maintenance II Equipment Operator III Licensed Weed Applicator (Empty) Communications Coordinator Community Peace Officer Executive Assistant Community Services Programmer FCSS Programmer Community Services Operator III Agricultural Fieldperson	$34.23	$35.25	$35.96	$37.04

281-300	Community Services Leadhand Operations Leadhand Accounting Clerk III Payroll Practitioner Warehouse Partsperson Health and Safety Advisor Mountain Operations Supervisor Millwright	$37.65	$38.78	$39.55	$40.74
301-315	Plumbing Inspector Journeyperson (Empty) Utility Operator II Development Officer Peace Office Sergeant	$39.54	$40.73	$41.54	$42.79
316-340	Electrical Inspector Plumbing and Gas Inspector Building Inspector Fleet Mechanic Millwright Mechanic	$43.49	$44.80	$45.69	$47.06
341-370	Blank Band	$45.67	$47.04	$47.98	$49.42

***** Retroactive to January 1st, 2023 to all active Employees upon the date of ratification.*

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

ARTICLE 25: PAID FAMILY AND EMERGENCY LEAVE DAYS

25.01 Each Permanent Employee is allowed five (5) working days per year for Paid Family and Emergency Leave Days which must be deducted from the Employee’s accumulated sick leave.

Paid Family and Emergency Leave Days are to be used for the following reasons:

- Funeral services
- Moving day
- Children, spouse and family medical appointments
- Need to stay home with dependent who is sick.
- Need to attend a legal matter with police or lawyer.
- Veterinary appointments
- Lawyer appointment
- Realtor appointment
- Banker or investment professional appointment
- Emergency issues and emergency repair visits with home
- Emergency issues with a vehicle
- Emergency issues with Pet
- Emergency issues with children, spouse or family member

Requests for Paid Family and Emergency Leave Days must be submitted to Human Resources.

All other reasons will be denied, however, banked or vacation days could be utilized.

Paid Family and Emergency Leave Days cannot be taken if an Employee has been turned down for another type of leave (i.e., vacation, banked) on the same day.

ARTICLE 26: SOCIAL FUND

26.01 The Parties agree that each member of CUPE Local 812, Municipality of Crowsnest Pass will have One Dollar ($1.00) deducted from each pay period to be forwarded to the Secretary-Treasurer of Local 812 for the Local's social fund.

ARTICLE 27: JURY AND WITNESS DUTY

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

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

ARTICLE 28: LABOUR/MANAGEMENT COMMITTEE

28.01 It is mutually agreed that a Labour/Management Committee be established to discuss matters of mutual interest, but not matters under consideration through the grievance procedure.

The Committee shall consist of two (2) Management Employees and two (2) Union representatives. Meetings will be held every three (3) months and other meetings may be called as required.

All time spent in meetings shall be considered to be time worked. Terms of Reference shall be developed and agreed to by the Committee.

ARTICLE 29: TERM OF AGREEMENT

29.01 This Agreement shall remain in full force and effect from January 1, 2023 to December 31, 2026 and from year to year thereafter unless either Party to this Agreement is given notice, in writing, by the other Party to amend or terminate this Agreement not less than sixty (60) days or more than One Hundred and Twenty (120) days prior to the expiry of this Agreement.

***** *** *****

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT this ____ day of _____ 2023.

Signed on behalf of the Employer: THE MUNICIPALITY OF CROWSNEST PASS	Signed on behalf of the Union: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 812

APPENDICES:

Job Classification Maintenance Manual

Job Classification Manual

Job Classification Questionnaire

Notice of Rating Form

Reconsideration Form

Appeal Form

Appeal Decision Form

Job Classification Maintenance Manual

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

JULY 2015

Article 3 – Point Factors Weights and Scores:

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

LETTER OF UNDERSTANDING #1

BETWEEN

THE MUNICIPALITY OF CROWSNEST PASS

-AND-

Canadian Union of Public Employees, LOCAL 812

RE: Article 14.01

It is agreed and understood between the Parties:

1. The following shall be added to Article 14.01:

   Employees volunteering to deploy to an Emergency outside of the Municipality of Crowsnest Pass shall be considered on a case-by-case basis. If the deployment is approved and no agreement exists with the Municipality for wage reimbursement, the Employee shall be granted a leave of absence and will not be required to use up all vacation and banked.

Dated:

Signed on behalf of the Employer: THE MUNICIPALITY OF CROWSNEST PASS	Signed on behalf of the Union: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 812

LETTER OF UNDERSTANDING #2

BETWEEN

THE MUNICIPALITY OF CROWSNEST PASS

-AND-

Canadian Union of Public Employees, LOCAL 812

RE: Article 9.04 – Hours of Work Community Services Operators

Current

9.04 For the period of August 16 to April 30th, the operation of many Recreation Facilities shall be on a seven (7) day basis, with normal work hours and shifts scheduled by the Employer.

Employees in Recreation Facilities shall have at least one (1) consecutive Saturday and Sunday off every second week and shall receive two(2) other consecutive days off each two (2) week period. Such, Employees whose hours of work commence prior to 7am or extend after 6pm shall be paid 9 hours regular pay for 8 consecutive hours, unless otherwise agreed by the Employee. Hours of work outside the period of August 1 to April 30 shall be as per Clase 9.02 Outside.

iii) The Employer agrees to:
1) Post schedules no later than Wednesday of the proceeding work week.
2) Schedules to rotate between days and evenings as equally as possible

---

The parties agree to trial the proposed Community Services schedule for the 2024/2025 Winter beginning, September 14 and moving to 10-hour shifts starting October 12, 2024.

The proposed schedule is a collaboration that targets improving coverage and department, enhancing staff moral with no negative impact on service levels.

- **The Parties will trial 10-hour shifts totaling 80 hours biweekly.** ~~Employees in Recreation Facilities shall have at least one (1) consecutive Saturday and Sunday off every second week.~~ **Employees will have one Saturday or Sunday off each week in their set of 3 days off.**

- ~~Such, Employees whose hours of work commence prior to 7am or extend after 6pm shall be paid 9 hours regular pay for 8 consecutive hours, unless otherwise agreed by the Employee.~~ **Employees will not be paid 9 hours instead of 8 for shifts that commence prior to 7am or after 6pm on the trial.**

- **All accruals and usage will be based on 10-hour days, including sick time, paid family and Emergency Leave, general holidays and vacation.**

- **Overtime will be paid on shifts that exceed 10 hours in accordance with Article 10.01**
- **General Holidays during the trial will be paid for 10 hours in accordance with Article 11.**
- **Requests shall be submitted to match hours off requests.**
- **Sickness benefits as per Article 13, based on hours not days.**

- **All Shifts will include a 30-minute unpaid lunch break. 15-minute paid breaks can be taken every 4 hours as needed.**
- **Casual Community Services Operator I's are not included on the 10-hour rotation schedule**
- **Shift start times can be modified for scheduled bookings and department needs.**
- **Shift selection will be offered in accordance with seniority.**
- **The trial can be canceled by consensus of the operator group or Management with 2 weeks' notice reverting to the previous year's 8-hour schedule.**

Updated times to include lunch break as required by law 1*30 minute unpaid and (2) 15 minute breaks
Aligned pay cycle to payroll scheule
Area II course onsite
Work at both Arean and Complex
MDM Shift

Option 2 - 10 Hour Shifts

Start Of Season

	31-Aug	01-Sep	02-Sep	03-Sep	04-Sep	05-Sep	06-Sep	07-Sep	08-Sep	09-Sep	10-Sep	11-Sep	12-Sep	13-Sep
	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Lead	x	x	x	7-3:30	7-3:30	7-3:30	7-3:30	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30
Brandon			x	7-3:30	7-3:30	1-9:30	7-3:30	x	7-3:30	1-9:30	1-9:30	1-9:30	1-9:30	
Brett			x	7-3:30	7-3:30	7-3:30	7-3:30	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30	
Operator			x	7-3:30	7-3:30	1-9:30	7-3:30	x	x	1-9:30	1-9:30	1-9:30	1-9:30	1-9:30
Derek			x	7-3:30	7-3:30	7-3:30	7-3:30	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30
Casual 1	as	as	x	1-9:30	1-9:30	1-9:30	1-9:30	as	as	1-9:30	1-9:30	1-9:30	1-9:30	1-9:30
Casual 2	as	as			x	x	x	as				x	x	x

	14-Sep	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	20-Sep	21-Sep	22-Sep	23-Sep	24-Sep	25-Sep	26-Sep	27-Sep
	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Lead	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30
Brandon	3-11:30	3-11:30	3-11:30	3-11:30	3-11:30	3-11:30	3-11:30	x	x	12-8:30	12-8:30	12-8:30	x	x
Brett	7-3:30pm	7-3:30pm	7-3:30pm	7-3:30pm	7-3:30pm	7-3:30pm	7-3:30pm	x	x	7-3:30pm	7-3:30pm	7-3:30pm	x	x
Operator			12-8:30	12-8:30	12-8:30			3-11:30	3-11:30	3-11:30	3-11:30	3-11:30	3-11:30	3-11:30
Derek			7-3:30pm	7-3:30pm	7-3:30pm			7-3:30pm	7-3:30pm	7-3:30pm	7-3:30pm	7-3:30pm	7-3:30pm	7-3:30pm
Casual 1	as	as	x	x	x	3-7pm	3-7pm	as	as	x	x	x	3-7pm	3-7pm
Casual 2	as	as			x	x	x	as				x	x	x
			School		School		School			School		School		School

	28-Sep	29-Sep	30-Sep	01-Oct	02-Oct	03-Oct	04-Oct	05-Oct	06-Oct	07-Oct	08-Oct	09-Oct	10-Oct	11-Oct
	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Lead	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30	x	x	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Brandon	7-3:30pm	7-3:30pm	7-3:30pm	7-3:30pm	x	7-3:30pm	7-3:30pm	x	x	8:30-5	8:30-5	8:30-5	8:30-5	x
Brett	3-11:30	3-11:30	3-11:30	3-11:30	x	3-11:30	3-11:30	x	x	8:30-5	8:30-5	8:30-5	8:30-5	x
Operator	x		7-5:30pm	7-5:30pm	7-3:30pm	x	x	7-3:30pm	7-3:30pm	7-3:30pm	7-3:30pm	7-3:30pm	7-3:30pm	7-3:30pm
Derek	x		3-11:30	3-11:30	3-11:30	x	x	3-11:30	3-11:30	3-11:30	3-11:30	3-11:30	3-11:30	3-11:30
Casual 1	as	as	x	x	x	3-7pm	3-7pm			6-9pm		6-9pm		6-9pm
Casual 2	as	as		12-8:30	x	x	x	as	as			x	x	x
					Ice Maint							Ice Maint		

Start of 10 Hr Schedule

	12-Oct	13-Oct	14-Oct	15-Oct	16-Oct	17-Oct	18-Oct	19-Oct	20-Oct	21-Oct	22-Oct	23-Oct	24-Oct	25-Oct
	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Lead	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30
Derek	7-5:30pm	x	x	x	11-9:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm
op 2	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	11-9:30pm	1-11:30pm	1-11:30pm
Brett	x	7-5pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x
Brandon	x	1-11:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x
Casual 1	as	as	x	x	x	3-7pm	3-7pm	as	as	x	x	x	3-7pm	3-7pm
Casual 2	as	as	3-7pm	3-7pm	x	x	x	as	3-7pm	3-7pm		x	x	x
			School		School		School			School		School		School

Option 2 - 10 Hour Shifts

Start Of Season

	14-Sep	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	20-Sep	21-Sep	22-Sep	23-Sep	24-Sep	25-Sep	26-Sep	27-Sep
	Sat	Sun	Mon	Tues	Thu	Thurs	Fri	Sat	Sun	Mon	Tues	Thu	Thurs	Sat
Lead	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30
op 5	3-11:30	3-11:30	3-11:30	3-11:30	3-11:30	3-11:30	3-11:30	x	x	12-8:30	12-8:30	12-8:30	x	x
op 6	7-3:30pm	7-3:30pm	7-3:30pm	7-3:30pm	7-3:30pm	7-3:30pm	7-3:30pm	x	x	7-3:30pm	7-3:30pm	7-3:30pm	x	x
op 7			12-8:30	12-8:30	12-8:30			3-11:30	3-11:30	3-11:30	3-11:30	3-11:30	3-11:30	3-11:30
op 8			7-3:30pm	7-3:30pm	7-3:30pm			7-3:30pm	7-3:30pm	7-3:30pm	7-3:30pm	7-3:30pm	7-3:30pm	7-3:30pm
Casual 3	as	as	x	x	x	3-7pm	3-7pm	as	as	x	x	x	3-7pm	3-7pm
Casual 4	as	as			x	x	x	as				x	x	x

	09-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	15-Nov	16-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov	22-Nov
	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Lead	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30
op 1	7-5:30pm	x	x	x	11-9:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm
op 2	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	11-9:30pm	1-11:30pm	1-11:30pm
op 3	x	7-5pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x
op 4	x	1-11:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x
Casual 1	as	as	x	x	x	3-7pm	3-7pm	as	as	x	x	x	3-7pm	3-7pm
Casual 2	as	as	3-7pm	3-7pm	x	x	x	as	3-7pm	3-7pm		x	x	x
			School		School		School			School		School		School

	23-Nov	24-Nov	25-Nov	26-Nov	27-Nov	28-Nov	29-Nov	30-Nov	01-Dec	02-Dec	03-Dec	04-Dec	05-Dec	06-Dec
	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Lead	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30
op 1	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm
op 2	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm
op 3	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm	11-9:30pm	x	x
op 4	x	1-11:30pm	1-11:30pm	1-11:30pm	11-9:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x
Casual 1	as	as	x	x	x	3-7pm	3-7pm	as	as	x	x	x	3-7pm	3-7pm
Casual 2	as	as	3-7pm	3-7pm	x	x	x	as	as	3-7pm	3-7pm	x	x	x
					Ice Maint							Ice Maint		

	07-Dec	08-Dec	09-Dec	10-Dec	11-Dec	12-Dec	13-Dec	14-Dec	15-Dec	16-Dec	17-Dec	18-Dec	19-Dec	20-Dec
	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Lead	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30
op 1	7-5:30pm	x	x	x	11-9:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm
op 2	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	11-9:30pm	1-11:30pm	1-11:30pm
op 3	x	7-5pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x
op 4	x	1-11:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x
Casual 1	as	as	x	x	x	3-7pm	3-7pm	as	as	x	x	x	3-7pm	3-7pm
Casual 2	as	as	3-7pm	3-7pm	x	x	x	as	3-7pm	3-7pm		x	x	x
			School		School		School			School		School		School

	21-Dec	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	27-Dec	28-Dec	29-Dec	30-Dec	31-Dec	01-Jan	02-Jan	03-Jan
	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Lead	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30
op 1	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm
op 2	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm
op 3	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm	11-9:30pm	x	x
op 4	x	1-11:30pm	1-11:30pm	1-11:30pm	11-9:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x
Casual 1	as	as	x	x	x	3-7pm	3-7pm	as	as	x	x	x	3-7pm	3-7pm
Casual 2	as	as	3-7pm	3-7pm	x	x	x	as	as	3-7pm	3-7pm	x	x	x
					Ice Maint							Ice Maint		

	04-Jan	05-Jan	06-Jan	07-Jan	08-Jan	09-Jan	10-Jan	11-Jan	12-Jan	13-Jan	14-Jan	15-Jan	16-Jan	17-Jan
	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Lead	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30
op 1	7-5:30pm	x	x	x	11-9:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm
op 2	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	11-9:30pm	1-11:30pm	1-11:30pm
op 3	x	7-5pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x
op 4	x	1-11:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x
Casual 1	as	as	x	x	x	3-7pm	3-7pm	as	as	x	x	x	3-7pm	3-7pm
Casual 2	as	as	3-7pm	3-7pm	x	x	x	as	3-7pm	3-7pm		x	x	x
			School		School		School			School		School		School

	18-Jan	19-Jan	20-Jan	21-Jan	22-Jan	23-Jan	24-Jan	25-Jan	26-Jan	27-Jan	28-Jan	29-Jan	30-Jan	31-Jan
	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Lead	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30
op 1	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm
op 2	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm
op 3	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm	11-9:30pm	x	x
op 4	x	1-11:30pm	1-11:30pm	1-11:30pm	11-9:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x
Casual 1	as	as	x	x	x	3-7pm	3-7pm	as	as	x	x	x	3-7pm	3-7pm
Casual 2	as	as	3-7pm	3-7pm	x	x	x	as	as	3-7pm	3-7pm	x	x	x
					Ice Maint							Ice Maint		

	01-Feb	02-Feb	03-Feb	04-Feb	05-Feb	06-Feb	07-Feb	08-Feb	09-Feb	10-Feb	11-Feb	12-Feb	13-Feb	14-Feb
	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Lead	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30
op 1	7-5:30pm	x	x	x	11-9:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm
op 2	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	11-9:30pm	1-11:30pm	1-11:30pm
op 3	x	7-5pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x
op 4	x	1-11:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x
Casual 1	as	as	x	x	x	3-7pm	3-7pm	as	as	x	x	x	3-7pm	3-7pm
Casual 2	as	as	3-7pm	3-7pm	x	x	x	as	3-7pm	3-7pm		x	x	x
			School		School		School			School		School		School

	15-Feb	16-Feb	17-Feb	18-Feb	19-Feb	20-Feb	21-Feb	22-Feb	23-Feb	24-Feb	25-Feb	26-Feb	27-Feb	28-Feb
	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Lead	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30
op 1	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm
op 2	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm
op 3	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm	11-9:30pm	x	x
op 4	x	1-11:30pm	1-11:30pm	1-11:30pm	11-9:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x
Casual 1	as	as	x	x	x	3-7pm	3-7pm	as	as	x	x	x	3-7pm	3-7pm
Casual 2	as	as	3-7pm	3-7pm	x	x	x	as	as	3-7pm	3-7pm	x	x	x
					Ice Maint							Ice Maint		

	01-Mar	02-Mar	03-Mar	04-Mar	05-Mar	06-Mar	07-Mar	08-Mar	09-Mar	10-Mar	11-Mar	12-Mar	13-Mar	14-Mar
	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Lead	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30
op 1	7-5:30pm	x	x	x	11-9:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm
op 2	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	11-9:30pm	1-11:30pm	1-11:30pm
op 3	x	7-5pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x
op 4	x	1-11:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x
Casual 1	as	as	x	x	x	3-7pm	3-7pm	as	as	x	x	x	3-7pm	3-7pm
Casual 2	as	as	3-7pm	3-7pm	x	x	x	as	3-7pm	3-7pm		x	x	x
			School		School		School			School		School		School

	15-Mar	16-Mar	17-Mar	18-Mar	19-Mar	20-Mar	21-Mar	22-Mar	23-Mar	24-Mar	25-Mar	26-Mar	27-Mar	28-Mar
	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Lead	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30
op 1	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm
op 2	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm
op 3	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm	11-9:30pm	x	x
op 4	x	1-11:30pm	1-11:30pm	1-11:30pm	11-9:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x
Casual 1	as	as	x	x	x	3-7pm	3-7pm	as	as	x	x	x	3-7pm	3-7pm
Casual 2	as	as	3-7pm	3-7pm	x	x	x	as	as	3-7pm	3-7pm	x	x	x
					Ice Maint							Ice Maint		

	29-Mar	30-Mar	31-Mar	01-Apr	02-Apr	03-Apr	04-Apr	05-Apr	06-Apr	07-Apr	08-Apr	09-Apr	10-Apr	11-Apr
	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Lead	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30
op 1	7-5:30pm	x	x	x	11-9:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm
op 2	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	11-9:30pm	1-11:30pm	1-11:30pm
op 3	x	7-5pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x
op 4	x	1-11:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x
Casual 1	as	as	x	x	x	3-7pm	3-7pm	as	as	x	x	x	3-7pm	3-7pm
Casual 2	as	as	3-7pm	3-7pm	x	x	x	as	3-7pm	3-7pm		x	x	x
			School		School		School			School		School		School

	12-Apr	13-Apr	14-Apr	15-Apr	16-Apr	17-Apr	18-Apr	19-Apr	20-Apr	21-Apr	22-Apr	23-Apr	24-Apr	25-Apr
	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Lead	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30	x	x	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30
op 1	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm
op 2	1-11:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm
op 3	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x	x	1-11:30pm	1-11:30pm	1-11:30pm	11-9:30pm	x	x
op 4	x	1-11:30pm	1-11:30pm	1-11:30pm	11-9:30pm	x	x	x	7-5:30pm	7-5:30pm	7-5:30pm	7-5:30pm	x	x
Casual 1	as	as	x	x	x	3-7pm	3-7pm	as	as	x	x	x	3-7pm	3-7pm
Casual 2	as	as	3-7pm	3-7pm	x	x	x	as	as	3-7pm	3-7pm	x	x	x
					Ice Maint							Ice Maint		

Dated:

Signed on behalf of the Employer: THE MUNICIPALITY OF CROWSNEST PASS	Signed on behalf of the Union: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 812

LETTER OF UNDERSTANDING #3

BETWEEN

THE MUNICIPALITY OF CROWSNEST PASS

-AND-

Canadian Union of Public Employees, LOCAL 812

RE: Article 9.10 – Water and Sewer Division and Operations Department Standy

Current

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

Employees are required on an individual basis; to be on call every third (3rd) week, or as mutually agreed upon. ~~Employees will be required to have provided one (1) year of service to the Employer prior to being placed on the standby schedule.~~ **Employees will be required to have a minimum of Wastewater Treatment II, completed the probationary period, and be signed off on the required competencies** prior to being placed on the Standby schedule.

Dated:

Signed on behalf of the Employer: THE MUNICIPALITY OF CROWSNEST PASS	Signed on behalf of the Union: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 812

LETTER OF UNDERSTANDING #4

BETWEEN

THE MUNICIPALITY OF CROWSNEST PASS

-AND-

Canadian Union of Public Employees, LOCAL 812

RE: Article 10.03 – Overtime and Utility Operator II banking hours increase

Current 10.03
No employee shall be required to take time off in lieu of overtime but may do so at the applicable overtime rate. Fulltime Employees may accumulate a total of eighty (80) hours for outside employee and seventy (70) hours for an inside employee per calendar year and may take these days as the work schedule permits. However the balance of the overtime bank account as of the last pay period of the payroll year shall be paid out

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New Language Agreed

No employee shall be required to take time off in lieu of overtime but may do so at the applicable overtime rate. Fulltime Employees may accumulate a total of eighty (80) hours for outside employee, **except Utility Operator II** and seventy (70) hours for an inside employee per calendar year and may take these days as the work schedule permits. However the balance of the overtime bank account as of the last pay period of the payroll year shall be paid out

Due to the additional hours worked for on call coverage in the Utilities department, employees in the Utility Operator II classification will have the ability to bank up to 160 hours annually.

Dated:

Signed on behalf of the Employer: THE MUNICIPALITY OF CROWSNEST PASS	Signed on behalf of the Union: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 812