



## **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CITY OF COLD LAKE  
("Employer")**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
LOCAL 118/016  
("Union")**

**November 1, 2010 – December 31, 2013**

NUMERICAL TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>PAGE</u>
PREAMBLE.....	1
ARTICLE 1 Definitions .....	2
ARTICLE 2 Union Recognition .....	3
ARTICLE 3 Management Rights .....	4
ARTICLE 4 Union Dues .....	4
ARTICLE 5 Time Off for Union Business .....	5
ARTICLE 6 Employer-Union Relations.....	5
ARTICLE 7 Orientation .....	6
ARTICLE 8 Legislation and the Collective Agreement .....	6
ARTICLE 9 Bulletin Boards .....	7
ARTICLE 10 Email .....	7
ARTICLE 11 New Positions .....	7
ARTICLE 12 No Strikes, No Lockouts .....	8
ARTICLE 13 Seniority and Probation .....	8
ARTICLE 14 Harassment and Discrimination .....	9
ARTICLE 15 Disciplinary Action .....	10
ARTICLE 16 Grievances and Arbitration .....	11
ARTICLE 17 Hours of Work .....	15
ARTICLE 18 Overtime .....	16
ARTICLE 19 Vacation - Full-Time and Part-Time .....	17
ARTICLE 20 Vacation - Casual and Temporary .....	20
ARTICLE 21 General Holidays .....	20
ARTICLE 22 Personal Day .....	21
ARTICLE 23 Sick Leave .....	21
ARTICLE 24 Medical Examinations .....	22
ARTICLE 25 Shift Premiums .....	22
ARTICLE 26 Standby Pay .....	23
ARTICLE 27 Call Backs .....	23
ARTICLE 28 Pyramiding .....	23

ARTICLE 29	Acting Incumbency .....	24
ARTICLE 30	Vacancies .....	24
ARTICLE 31	Training and Development .....	25
ARTICLE 32	Layoff and Recall .....	26
ARTICLE 33	Position Abolishment .....	27
ARTICLE 34	Maternity/Parental/Adoption Leave .....	28
ARTICLE 35	Leaves .....	29
ARTICLE 36	Workers' Compensation .....	31
ARTICLE 37	Safety Committee .....	31
ARTICLE 38	Safety Wear .....	32
ARTICLE 39	Benefits .....	32
ARTICLE 40	RRSP .....	35
ARTICLE 41	Pension .....	35
ARTICLE 42	Wages .....	35
ARTICLE 43	Payroll .....	36
ARTICLE 44	Employee Resignations .....	37
ARTICLE 45	Term .....	37
APPENDIX A	Classifications and Pay .....	37
LETTER OF UNDERSTANDING #1	- Long Term Service Awards .....	42
LETTER OF UNDERSTANDING #1	- Changes to Classifications .....	43

## PREAMBLE

Whereas the City of Cold Lake is an employer within the meaning of the Labour Relations Code and whereas the Alberta Union of Provincial Employees is a union within the meaning of the Alberta Labour Relations Code;

Whereas the purpose of this Agreement is to maintain a harmonious relationship between the Employer, the Union and Employees and to provide an amicable method of resolving differences which may arise;

Whereas the further purpose of this Agreement is to promote the mutual interests of the City, Employees and the public;

Whereas this Agreement sets out certain benefits, wages and working conditions applicable to Employees covered by it;

Whereas it is the intent of the Parties to ensure the best possible provision of services to the public, protect the interests of Employees, ratepayers and the City and encourage efficiency in operations of the City;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

## ARTICLE 1

### DEFINITIONS

- 1.01 "Employer" or "City" means the City of Cold Lake.
- 1.02 "Employee" means a person employed by the City of Cold Lake in a position in the wage schedule attached to this Agreement and is in one of the following positions:
- (a) "Full-Time Employee" means an Employee who is in a position and who works the regular weekly hours set out in this Collective Agreement and who has completed the probationary period. A full-time Employee has seniority.
  - (b) "Part-Time Employee" means an Employee who is in a position who regularly works less than the regular weekly hours of Full-Time Employees and who has completed the probationary period. A part-time Employee has seniority.
  - (c) "Temporary Employee" means an Employee who is in a temporary position and performs the duties:
    - (i) In a Full-Time or Part-Time position for a specified period of time up to twelve (12) months;
    - (ii) For seasonal employment or project work up to twelve (12) months;
    - (iii) To replace a Full-Time or Part-Time Employee who is off work due to illness, disability, injury, WCB, maternity leave, parental leave, adoption leave or other leaves of absence approved by the Employer.
    - (iv) If the Temporary Employee in sections 1.02(c)(i) and 1.02(c)(ii) is employed for more than twelve (12) months, the Temporary Employee shall become a Full-Time or Part-Time Employee as determined by the position occupied as a Temporary Employee.
  - (d) "Casual Employee" means an Employee who is hired on an as needed basis. A casual Employee does not have seniority.

- 1.03 "Union" or "AUPE" means the Alberta Union of Provincial Employees with its head office in Edmonton, Alberta.
- 1.04 "Union Dues" means the dues, exclusive of any special levies, uniformly and regularly paid by all bargaining unit members in accordance with the constitution and bylaws of the Alberta Union of Provincial Employees.
- 1.05 "Union Steward" means an Employee in the bargaining unit who is selected by the Employees of the bargaining unit to act on behalf of those Employees.
- 1.06 "Union Representative" means a representative of the Alberta Union of Provincial Employees authorized to act on behalf of an Employee or the Union.

## ARTICLE 2

### UNION RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent as per the Alberta Labour Relations Board Certificate No. 47-2008. Parent Link Programmers are included in the bargaining unit.
- 2.02 No Union member shall be required or permitted to make any written or verbal Agreement, which may be in conflict with the terms of this Collective Agreement.
- 2.03 The Employer and the Union acknowledge the unfair practice provisions of the Alberta Labour Relations Code.
- 2.04 On or about March 1<sup>st</sup> of each year, the Employer will provide the Union with a seniority list setting out the names of and dates Full-Time and Part-Time Employees commenced work with the City. The Employer will post the seniority list on bulletin boards at its facilities.
- 2.05 Within 30 days after a new Employee is hired, the Employer will provide the Union with the name, address and position of such Employee.

### ARTICLE 3

#### MANAGEMENT RIGHTS

- 3.01 The Employer retains all rights not otherwise specifically abridged, modified or restricted in this Collective Agreement. Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business as long as that right is not specifically abridged, modified or restricted in this Collective Agreement. Subject to the terms of this Collective Agreement, Employees recognize they are required to follow the lawful instructions of the Employer.

### ARTICLE 4

#### UNION DUES

- 4.01 All Employees covered by this Agreement shall become members of the Union as a condition of employment.
- 4.02 All Employees covered by this Agreement shall be required to pay Union dues. The Employer shall deduct each month the amount of the Union dues as set by the Union from time to time from the pay of all Employees covered by this Agreement.
- 4.03 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employer at least thirty (30) calendar days prior to the effective date of the change.
- 4.04 The Employer shall remit Union dues deducted from the pay of all Employees to the Union by the first working day after the fifteenth (15th) calendar day in the following month. The deductions remitted shall be accompanied by the name of each Employee and the amount of Union dues. By January 31 and July 31 of each year the Employer will provide the Union with a list of Employee names and addresses. It is the responsibility of Employees to advise the Employer and Union in writing of any changes to their addresses.
- 4.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

## ARTICLE 5

### TIME OFF FOR UNION BUSINESS

- 5.01 Subject to operational requirements, time off for union business will be provided to Employees, without pay, for Chapter meetings, members to attend at renewal collective agreement negotiations with the Employer and attendance at union conventions, seminars, union committee meetings, attendance at union training events and similar events. No more than four (4) Employees will be off work on union business at one time.
- 5.02 Subject to operational requirements, a Union Steward will be permitted to attend meetings related to matters in this Collective Agreement when the Employer gives the Union Steward permission to leave his or her place of work and the Union Steward reports to the supervisor at the conclusion of the meeting.
- 5.03 Employees will give the Employer five (5) work days' notice of time off for union business.
- 5.04 There shall be no loss of seniority, accumulation of vacation or sick leave while on approved union business.
- 5.05 Unless advised otherwise by the Union, the Employer will continue to pay the regular salary of an Employee on union business and invoice the Union for the Employee's salary and applicable allowances.

## ARTICLE 6

### EMPLOYER-UNION RELATIONS

- 6.01 The Employer will grant Union representatives access to its premises for a specific purpose provided prior approval has been obtained. When investigating a grievance for the purpose of meeting with the Grievor or his immediate supervisor, an appointment with the grieving Employee or his immediate supervisor will be obtained through the Chief Administrative Officer. The foregoing approval shall not be unreasonably denied.
- 6.02 The Employer acknowledges the right of the Union to appoint Employees in the bargaining unit as Union Stewards.



- 6.03 The Union shall advise the Employer in writing of the name of Union Stewards. Union Stewards shall not interfere with the business and operations of the Employer. Union Stewards must obtain the permission of their supervisor before leaving work to attend to Union business.
- 6.04 A new Employee shall be advised of the name and location of his or her Union Steward. The Union Steward will provide the Employee with a copy of the Collective Agreement.
- 6.05 The Employer recognizes the Chapter Executive as the Union administrative body of the bargaining unit. The Union will provide the Employer with a list of the Chapter Executive and Stewards.
- 6.06 The Employer and the Union shall equally cost share the printing of this Agreement.

#### ARTICLE 7

#### ORIENTATION

- 7.01 The Employer values the importance of new Employee orientations. The Union Steward may meet with a new Employee for up to fifteen (15) minutes and provide a Union orientation package to such new Employee.

#### ARTICLE 8

#### LEGISLATION & COLLECTIVE AGREEMENT

- 8.01 In the event that any law passed by the Government of Alberta or Canada renders null and void or reduces any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the parties hereto shall negotiate, in accordance with the bargaining procedures of The Labour Relations Code, a satisfactory provision to be substituted for the provision rendered null and void or reduced.
- 8.02 Where a difference arises out of the provisions contained in an Article of this Collective Agreement and the subject matter is also covered in Employer regulations, guidelines, policies or directives, the Collective Agreement shall supersede the regulation, guideline, policy or directive.

ARTICLE 9

BULLETIN BOARDS

- 9.01 The Employer will provide and maintain reasonably sized bulletin boards at the North-Office/North Firehall, South Office, City Hall, RCMP, Information Centre, Public Works, Marina, Energy Centre and Water Treatment Plant. The Union will not post anything on the bulletin boards which is disrespectful of the Employer.

ARTICLE 10

EMAIL

- 10.01 The Employer agrees to allow the Union to use the Employer's email to communicate notice of Union meetings to Employees. Such communications shall not state anything disrespectful of the Employer. Such notices of Union meetings require the approval of the Employer's Chief Administrative Officer if they state more than the date, time, place and type of meeting.

ARTICLE 11

NEW POSITIONS

- 11.01 If the Employer creates a new position within the bargaining unit defined by the Labour Board certification which may not be included in the salary schedule in this Agreement, it shall establish the salary structure and then give written notice to the Union.
- 11.02 If the Union fails to object to the Employer in writing within thirty (30) calendar days of receipt of the notice from the Employer, the salary structure for the new position shall be as was established by the Employer.
- 11.03 If the Union objects to the salary structure established by the Employer and by negotiation succeeds in revising the salary structure, the revised salary structure shall be retroactive to the date the new position was implemented.
- 11.04 Failing resolution of the matter by negotiation, within a further thirty (30) calendar days of receipt of the notice from the Employer, it may be referred to arbitration, as provided in the grievance procedure.

## ARTICLE 12

### NO STRIKES, NO LOCKOUTS

- 12.01 During the life of this Agreement, there shall be no illegal strikes or illegal sanctions taken by the Union or its members against the Employer nor shall there be any illegal lockouts or illegal sanctions taken by the Employer against the Union or its members.
- 12.02 The Union and Employees will not engage in a strike, and the Employer will not engage in a lockout, as these terms are defined in the Alberta Labour Relations Code.
- 12.03 In the event of a strike, up to a maximum of five (5) Water Treatment Employees will continue to work.

## ARTICLE 13

### SENIORITY & PROBATION

- 13.01 Employees shall serve a probationary period of three (3) months. The termination of an Employee during the probationary period is not subject to the grievance procedure. The Employer may extend the probationary period by another three (3) months subject to meeting with the Employee and advising the Employee in writing of areas where improvement is required. Unless authorized by the Employer, probationary Employees cannot apply for vacancies until their probationary period is completed.
- 13.02 Seniority for Full-Time and Part-Time Employees shall be defined as the length of continuous service with the Employer from the Employee's last date of hire. Upon completion of the probationary period, seniority shall be retroactive to the date of hire.
- 13.03 Temporary and Casual Employees do not have seniority.
- 13.04 Temporary or Casual Employees who are hired to full-time or part-time positions, shall have their seniority date established by prorating their time to full-time equivalency for previous time worked with the Employer. The date the Employee attained a full-time or part-time position shall be back-dated according to the full-time equivalency. Full-time equivalency will be calculated on the basis of a 2080 hour work year for outside workers and an 1820 hour work year for inside workers.

- 13.05 An Employee shall lose seniority in the event:
- (a) The Employee is discharged for just cause and is not reinstated;
  - (b) The Employee resigns;
  - (c) The Employee is absent from work for three (3) consecutive working days without sufficient cause or without notifying the Employer;
  - (d) The Employee fails to return within ten (10) working days following a recall after being notified of recall at the last recorded address by registered mail to do so, unless through sickness or just cause. It shall be the responsibility of the Employee to keep the Employer informed of his or her address.
  - (e) The Employee is on layoff for more than twelve (12) months.

#### ARTICLE 14

##### HARASSMENT AND DISCRIMINATION

- 14.01 The Employer, Union and Employees are committed to having a safe and respectful workplace.
- 14.02 The Employer will not tolerate discrimination in employment on the basis of race, religious beliefs, colour, gender, physical disability, mental disability, age (18 years or more), ancestry, place of origin, marital status, source of income, family status or sexual orientation.
- 14.03 The Employer, Union and Employees are committed to having a workplace where workplace violence, sexual harassment and harassment are not tolerated.
- 14.04 In this collective agreement, harassment in the workplace is unwelcome verbal or physical conduct related to the grounds of discrimination noted above. It may be a pattern of such conduct. Harassment may cause embarrassment, humiliation and may interfere with a person's performance.

- 14.05 In this collective agreement, sexual harassment in the workplace is behaviour of a sexual nature which occurs from verbal or physical conduct without consent. It may be a pattern of such conduct. Sexual harassment may cause embarrassment, humiliation and may interfere with a person's performance.
- 14.06 An Employee who has a complaint of discrimination, harassment, sexual harassment or workplace violence has a responsibility to document the incident and advise the offender that his or her actions are unacceptable. It is imperative that the alleged offender be made aware that the behaviour or conduct is offensive, and be given the opportunity to cease such behaviour.
- 14.07 If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee will report the incident directly to his or her immediate supervisor, Department Head or the Chief Administrative Officer and an investigation will be conducted by the Employer. In the event the investigation supports the complaint, disciplinary action, up to and including discharge, may be taken by the Employer.
- 14.08 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of discrimination, harassment, sexual harassment or workplace violence. If an Employee acts in bad faith in making a complaint of discrimination, harassment, sexual harassment or workplace violence, disciplinary action may be taken against such Employee.
- 14.09 All complaints will be dealt with promptly and in a confidential manner.

## ARTICLE 15

### DISCIPLINARY ACTION

- 15.01 No Employee shall be disciplined or discharged without just cause.
- 15.02 When an Employee is given a written reprimand, suspension or is discharged from employment, the Employer will inform the Employee in writing of the reason(s) for such action.
- 15.03 An Employee who is receiving a written notice of discipline may have a Union Steward present at the meeting with the Employer.

- 15.04 Upon a request by an Employee once per year, the Employer will make reasonable arrangements to have an Employee's personnel file made available for the Employee to examine under supervision of the Employer. The Employee shall not remove anything from the personnel file. In the event of a grievance involving an Employee, upon request, an Employee may review his or her personnel file.
- 15.05 The Employer and Union recognize the value of progressive discipline.
- 15.06 An Employee who has been given written disciplinary action may, after 24 months of continuous service from the date the disciplinary measure was invoked, request in writing to the Employer that such disciplinary action be removed from the Employee's personnel file. Such discipline shall be removed from the Employee's personnel file provided there are no other disciplinary actions in the Employee's personnel file during the 24 month period and there are no other disciplinary actions pending which the Employer is aware. The Employer shall confirm in writing to the Employee that such action has been effected. For the purposes of this Article, continuous service includes time spent on vacation, but excludes all other periods of time where the Employee has been absent from work for 30 calendar days or more.
- 15.07 Where disciplinary action has been grieved and the grievance is allowed, such disciplinary measure shall be removed from the Employee's personnel file.

## ARTICLE 16

### GRIEVANCES AND ARBITRATION

- 16.01 A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement or as to whether any such difference can be the subject of arbitration.
- 16.02 For the purpose of this Article, "days" shall be defined as work days exclusive of Saturdays, Sundays and general holidays. For the purposes of this Article, general holidays does not include a personal day.
- (a) Should an Employee or the Union fail to comply with any time limits in this grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits;

- (b) Should the Employer fail to comply with any time limits 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;
- (c) During any and all grievance proceedings, the Employee shall continue to perform his or her duties except in cases of suspension or dismissal.

16.03 A grievance shall be in writing and state the particulars of the grievance, the redress sought and the clause(s) of this Agreement alleged to have been violated.

16.04 The Union has the right to request a meeting at any step in the grievance procedure.

16.05 A Union Steward or a Union staff representative shall be allowed to be present, at the grievor's request, at any level of the grievance procedure when the grievor desires such representation.

16.06 Grievances between the Employer and an Employee shall be settled by following the procedure set out below:

- (a) **Step One:** Before a grievance is filed, an Employee shall have an informal discussion with his or her supervisor in an attempt to resolve the issue.
- (b) **Step Two:** An Employee shall provide his or her written grievance to his or her Manager within ten (10) work days of the date on which the Employee first became aware of the grievance or the circumstances giving rise to the grievance, whichever first occurs. The Manager will give his response to the grievance in writing to the Employee within seven (7) work days of receiving the grievance.
- (c) **Step Three:** Failing satisfactory settlement at Step Two, the grievance shall be forwarded in writing to the Department Head within seven (7) work days of the date on which the Employee received a reply at Step Two. The Department Head shall provide a decision in writing to the Employee within seven (7) work days of the grievance being referred to the Department Head.

- (d) **Step Four:** In order to proceed to Step Four, the Employee shall have the support of the Union. Failing satisfactory settlement at Step Three, an Employee shall submit his grievance in writing to the Chief Administrative Officer, within seven (7) work days of the date on which a reply was received at Step Three. The Chief Administrative Officer shall reply to the grievance in writing within seven (7) work days of its submission at Step Four.
- (e) **Step Five:** If the Union is not satisfied with the response to the grievance at Step Four, and wishes to pursue the grievance, the Union may submit the grievance to Arbitration within fifteen (15) work days of receipt of the reply provided at Step Four by giving the Employer written notice of the referral to arbitration. The Union's referral to arbitration shall name its nominee to the arbitration board or name the person proposed as a sole arbitrator. Within 15 (fifteen) work days of receiving the Union's referral to arbitration, the Employer shall advise the Union in writing of its nominee to the arbitration board or whether it accepts the sole arbitrator proposed by the Union or of the name of a proposed sole arbitrator.
- (f) The Arbitration Board shall be comprised of one (1) member appointed by the Employer, one (1) member appointed by the Union, and a neutral chairman appointed by the other two (2) members. The nominees to the arbitration board shall appoint a chair to the arbitration board within 15 (fifteen) work days of the Employer's nominee being appointed.
- (g) As an alternate procedure to a three-member Arbitration Board, the parties may mutually agree to the appointment of a sole arbitrator.
- (h) Each party shall bear its own fees and expenses related to the arbitration. The fee and expenses of the Chairman, or sole arbitrator, shall be shared equally by the Union and Employer.
- (i) If the parties are unable to agree on a sole arbitrator, or if the parties' nominees cannot agree on a neutral chairman, such appointment shall be made by the Director of Mediation Services in accordance with the Labour Relations Code.



- (j) The Arbitration Board or single arbitrator shall not have any power to alter, amend or change the provisions of this Agreement or to substitute any new provisions for any existing provisions.
- (k) The sole arbitrator or the arbitration board shall as soon as practicable following the appointment of the Chairman, hear and determine the difference and shall issue an award in writing and the decision is final and binding upon the Parties and upon any Employee affected by it. The award of a majority is the award of the Arbitration Board, but if there is no majority the decision of the Chairman governs and shall be deemed to be the award of the Arbitration Board.
- (l) If a grievor or the Union fails to process a grievance within any time set forth in this Article, the grievance shall be deemed to have been abandoned.
- (m) The time limits contained in this Article may be extended by mutual agreement of the parties, provided such agreement is in writing.
- (n) In the case of a difference arising from demotion, suspension, dismissal, harassment or sexual harassment, it shall initially be presented at Step Three of this Article. Union approval is not required by an Employee if he wishes to advance such a grievance.
- (o) **Group Grievances:** A group grievance may be initiated by more than one (1) Employee, provided that all Employees are grieving the identical issue, a list of all affected Employees is attached to the grievance, and the results of the grievance apply proportionally, if applicable, to all Employees listed on the original grievance, and shall be initiated at Step I of this grievance procedure.
- (p) **Employer & Union Grievances:** A grievance may be initiated where the Union, by way of a written grievance signed by the President or his designate or the Employer by way of a grievance signed by the Chief Administrative Officer or his designate, seeks to enforce an obligation that is alleged to arise out of this Agreement and the obligation, if any, is not an obligation which may be the subject of a

grievance of an Employee. Such grievance shall commence at Step Four of the grievance procedures. If such grievance is not resolved at Step Four, it may be referred to arbitration following the above arbitration procedures. The Employer or the Union may commence such a grievance at Step Four in accordance with the above provisions commencing within twenty (20) work days of the date upon which the subject of the grievance occurred or within twenty (20) work days of the date upon which the aggrieved party first reasonably became aware of the subject of the grievance, whichever first occurs. The party required to respond to the grievance shall respond in writing to the other party within 10 (ten) work days of receiving the grievance.

- (q) At any time, by mutual agreement, the parties may refer the grievance to mediation. Failing agreement on a mediator, the Director of Mediation Services shall appoint a mediator. The time limits in the grievance and arbitration procedures shall be suspended when the parties agree to use mediation. If a grievance is resolved at mediation, it shall be discontinued. If a grievance is not resolved at mediation, the grievance and arbitration procedures above apply.

## ARTICLE 17

### HOURS OF WORK

- 17.01 The work schedules the Employer presently has in effect may be continued. They include some employees averaging forty (40) regular hours of work over two pay periods and a compressed work week of four (4) consecutive days at ten (10) hours per day.
- 17.02 The regular hours of work for Full-Time office Employees at Cold Lake South, Cold Lake North and RCMP is thirty-five (35) hours of work per week and seven (7) hours of work per day, Monday to Friday. With the consent of the Employer, Employees other than the foregoing may work regular hours of work of seven (7) per day and thirty-five (35) per week on five (5) consecutive days of a week.
- 17.03 The regular hours of work for Full-Time Employees other than noted above is forty (40) hours per week and eight (8) hours per day on five (5) consecutive days of a week.

- 17.04 Regular hours of work for Full-Time Employees may be averaged over a shift cycle which will not be more than four (4) weeks.
- 17.05 The regular hours of work for Part-Time Employees will be less than the regular hours of work for Full-Time Employees.
- 17.06 Employees who work a shift of seven (7) hours or more will receive two (2) fifteen (15) minute paid rest periods, one before the meal break and one after the meal break.
- 17.07 For other than Full-Time Employees who work a shift of more than two (2) hours but less than six (6) hours will be granted one (1) fifteen (15) minute paid rest period at approximately the mid-point of the shift.
- 17.08 Employees who work a shift of seven (7) hours or more will be granted an unpaid meal period of up to one (1) hour at approximately the mid-point of the shift.
- 17.09 There will be eight (8) hours of rest between scheduled shifts
- 17.10 The hours of work specified shall not be construed as a guarantee of hours of work per day or per week.
- 17.11 In addition to the above, the Parties may implement other compressed work week or alternative work week schedules by mutual agreement in writing between the Employer and the Union. Such compressed work week or alternative work schedules may be terminated upon thirty (30) days written notice to the other Party.
- 17.12 Employees working a compressed work week or alterative work week schedule will not suffer any loss or gain in benefits.

## ARTICLE 18

### OVERTIME

- 18.01 Employees are paid overtime at the time and one half the regular hourly rate for all hours worked which are greater than the daily and weekly regular hours of work. Overtime must be authorized by the Employer before it is worked.

- 18.02 With the approval of the Employer, an Employee may bank overtime at the rate of one and a half hours for each hour of overtime worked. An Employee shall not have more than five (5) working days of overtime banked at any one time. Banked overtime will be paid at the regular rate of pay. Banked overtime must be used within one (1) year from the date it is worked or it will be paid out. Employees must obtain approval of their supervisor before using banked overtime.

## ARTICLE 19

### VACATION FULL-TIME & PART-TIME

- 19.01 The following applies to vacation for Full-Time and Part-Time Employees.
- 19.02 Vacation must be accrued before it is taken. An Employee shall not take vacation leave without prior authorization from the Employer. Vacation shall be granted as operational requirements permit.
- 19.03 Vacation accrues from the seniority date in which an Employee commenced working for the Employer. For the purposes of vacation entitlement, a year commences on the Employee's annual seniority date in a calendar year and ends one day before the annual seniority date in the following calendar year.
- 19.04 Unless written authorization is obtained from the Employer, vacation accrued in one year must be used by the end of the following year.
- 19.05 Except when an Employee's employment with the Employer has been terminated, an Employee shall not be given pay in lieu of taking a vacation, unless there are extenuating circumstances.
- 19.06 When the Employer and Employee cannot agree when vacation will be taken, or when an Employee refuses to use vacation, the Employer may determine when the vacation will be taken. In such event, the Employer will give the Employee at least four (4) weeks written notice of when the vacation will be taken.
- 19.07 Vacation requests are to be submitted to an Employee's supervisor. Vacation requests for July and August in a year must be submitted in writing by January 31st of that year with the Employer denying or approving such vacation requests by February 28th of that year. Christmas/New Year's vacation requests need to be submitted in writing

no later than August 31st in the year in which they occur with approval by September 30th of that year. Any vacation requests for these periods submitted after the submission date will be considered on a first come, first serve basis after the approval of vacation requests received by the due dates.

- 19.08 All vacation requests not during the summer or Christmas/New Year's times will be approved or declined as follows:
- (a) For 5 days or less of vacation, the Employee will submit a written request to the supervisor ten (10) work days before the vacation is to be taken and the supervisor will respond, in writing, within 5 work days of receiving such request.
  - (b) For more than 5 days of vacation, the Employee will submit a written request to the supervisor fifteen (15) work days before the vacation is to be taken and the supervisor will respond in writing within ten (10) work days.
- 19.09 The Employer may consider vacation requests where the above time lines are not followed.
- 19.10 Where two or more Employees request the same time for vacation, and due to operational requirements not all of the vacation requests can be granted, unless there are extenuating circumstances, the vacation requests will be granted to the most senior Employees.
- 19.11 Subject to operational requirements, the Employer shall make reasonable efforts to grant an Employee, upon written request within the time lines specified above, at least two (2) weeks of annual vacation during July and August.
- 19.12 Vacation entitlement with pay for Full-Time Employees who work a seven (7) hour day shall be as follows:
- (a) An Employee with five (5) years of service or less shall earn 4.04 hours per pay period.
  - (b) An Employee with fourteen (14) years of service or less but greater than five (5) years of service shall earn 5.38 hours per pay period.

- (c) An Employee with nineteen (19) years of service or less but greater than fourteen (14) years of service shall earn 6.73 hours per pay period.
- (d) An Employee with twenty (20) or more years of service shall earn 8.08 hours per pay period.

19.13 Vacation entitlement with pay for Full-Time Employees who work an eight (8) hour day shall be as follows:

- (a) An Employee with five (5) years of service or less shall earn 4.62 hours per pay period.
- (b) An Employee with fourteen (14) years of service or less but greater than five (5) years of service shall earn 6.15 hours per pay period.
- (c) An Employee with nineteen (19) years of service or less but greater than fourteen (14) years of service shall earn 7.69 hours per pay period.
- (d) An Employee with 20 years of service or greater shall earn 9.23 hours per pay period.

19.14 Vacation entitlement for Part-Time Employees will be pro-rated to the Full-Time Employee entitlement.

19.15 Vacation with pay shall not accrue during periods while:

- (a) An Employee is on layoff;
- (b) An Employee is on an unpaid leave of absence of thirty (30) days or more or when an Employee is in receipt of weekly indemnity or disability benefits.

19.16 If an Employee becomes ill while on vacation, accrued sick leave may be substituted for the vacation provided the amount of sick leave does not exceed the amount of vacation which had been approved. Satisfactory proof of such illness shall be provided to the Employer.

19.17 Upon an Employee ceasing employment with the Employer, accrued vacation shall be paid out.

ARTICLE 20

CASUAL & TEMPORARY VACATION

20.01 Casual and Temporary Employees are provided vacation entitlement as per the Employment Standards Code.

ARTICLE 21

GENERAL HOLIDAYS

21.01 The following are the general holidays recognized by the Employer:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Civic Holiday (First Monday in August)

21.02 To be eligible to be paid for a general holiday when an Employee does not work on the general holiday (a regular day of work at the regular rate), an Employee must work on the last scheduled work day prior to the statutory holiday and the first scheduled working day following it, unless the Employee has an authorized absence from work.

21.03 In the event December 24th falls on a regular working day, Employees will be released from work at twelve (12) noon, unless required to work under exceptional circumstances.

21.04 For continuous operations, when the general holiday falls on a regular day of rest of an Employee, at the discretion of the Supervisor, the Employee will be granted the general holiday the following work day, or if operational requirements do not permit that being done, the Employee will be given another day off in lieu.

21.05 When an Employee is required to work on a general holiday, the Employee is entitled to:

- (a) Time and one-half (1.5) the regular rate for all hours worked, and one (1) future day off with pay at the regular rate for the regular daily hours of work; or

- (b) Pay at two and one-half (2.5) times the regular rate for all hours worked.

ARTICLE 22

PERSONAL DAY

- 22.01 Full-Time and Part-time Employees who are employed with the Employer on January 1st of a calendar year will receive one (1) Personal Day to be taken at their discretion and at a time approved by their supervisor. For eligible Employees, the Personal Day will be credited to an Employee's annual vacation on January 1st of a calendar year. The personal day must be used by the Employee by December 31st in the calendar year in which the Employee receives it. An eligible Employee receives a day of pay at the regular rate for regular daily hours when the Personal Day is taken. A Personal Day cannot be carried forward into the next calendar year.

ARTICLE 23

SICK LEAVE

- 23.01 After successful completion of the probationary period, Full-Time Employees accrue sick leave of one and a half (1 1/2) working days per calendar month to a maximum of one-hundred-twenty (120) work days. Sick leave for part-time Employees is prorated. Unused sick leave is not paid out.
- 23.02 Accrued sick leave may be used when an Employee is off work ill, or for medical, dental and optical appointments.
- 23.03 It is the responsibility of the Employee to notify the supervisor of absence from work related to sickness.
- 23.04 An Employee using sick leave may be required to provide the Employer with a medical certificate for any period of illness.
- 23.05 An Employee may be required to submit proof of attendance at a medical, dental or optical appointment when time off work is given for such appointments. To ensure the operational requirements of the Employer are met, Employees must provide adequate notice to their supervisor of such non-emergent appointments.



- 23.06 Accrued sick leave is used until an Employee goes on weekly indemnity or disability benefits.
- 23.07 At the Employee's discretion, the Employee may use accrued sick leave credits to top up short-term disability (weekly indemnity) or long-term disability benefits to the amount allowable by the group benefits insurer. One-third of a day of sick leave credit is required to top up one day on short-term or long-term disability.
- 23.08 Sick leave does not accrue when an Employee is on an unpaid leave of absence of thirty (30) days or more or when the Employee is receiving short-term disability benefits (weekly indemnity) or long-term disability benefits.

#### ARTICLE 24

##### MEDICAL EXAMINATIONS

- 24.01 When there is reasonable cause for doing so, the Employer may require an Employee to be examined by a physician named by the Employer at the Employer's expense. A physician includes a specialist, psychologist and psychiatrist. Such information shall be kept confidential.

#### ARTICLE 25

##### SHIFT PREMIUMS

- 25.01 Effective January 1, 2009, a shift premium of \$1.25 per hour is paid to Full-Time and Part-Time Employees who work a shift where the hours of work fall outside of 7:00 a.m. to 5:00 p.m. Monday to Friday. Shift premium is payable on Saturday and Sunday. Shift premium is not included in the Employee's regular rate of pay for calculating overtime pay or for Employee benefits.

ARTICLE 26

STANDBY PAY

- 26.01 When an Employee is not on duty, and is designated by the Employer to be on standby, such Employee will be paid thirty-one dollars and five cents (\$31.05) per day for weekdays and sixty-two dollars and ten cents (\$62.10) per day for weekends and statutory holidays. An Employee on standby must be available to attend work as required. No standby pay will be paid for the whole period the Employee is on standby when the Employee is unable to report to work when required.
- 26.02 When an Employee is required to report to work when on standby, he or she shall be paid at the overtime rate for the hours worked while on standby in addition to the standby pay. A minimum of three (3) hours is paid when an Employee is called back to work while on standby. If an Employee is called back to work within such minimum three (3) hour period, a further minimum three (3) hours is not paid. The Employer may assign the Employee to other work during the minimum three (3) hour period.

ARTICLE 27

CALL BACKS

- 27.01 When an Employee is called back to work after completing a shift, the Employee will be paid a minimum of three (3) hours at the overtime rate or be granted time off in lieu of overtime. If an Employee receives a second call to work within the foregoing three (3) hour period, the Employee will not receive any additional compensation unless the total time worked exceeds three (3) hours. In such event, the Employee will be compensated for the total hours at the overtime rate or be granted time off in lieu of overtime.

ARTICLE 28

PYRAMIDING

- 28.01 Pyramiding means the payment of two or more premiums for the same hours worked. There shall be no pyramiding of premiums, except an Employee may receive overtime pay and standby pay at the same time. Where two or more premiums may apply, the Employee will receive the higher of the premiums.

## ARTICLE 29

### ACTING INCUMBENCY

- 29.01 Where an Employee is designated by the Employer to temporarily perform the majority of the duties of a higher paid classification covered by this Collective Agreement, after five (5) days of continuously performing such duties, the Employee shall be paid the rate of that classification for the total period of acting incumbency. The Employee shall be paid at the higher classification at a step that provides an increase of at least 3.5%.
- 29.02 When an Employee is required to temporarily perform the duties of a lower paid classification, the Employee will suffer no reduction in the Employee's regular rate of pay.

## ARTICLE 30

### VACANCIES

- 30.01 The Employer shall post vacancies for Full-Time and Part-Time bargaining unit positions on Employer bulletin boards and on its intra-net for five (5) working days. The Employer will also send a copy of the posting via email to Employees. The posting will have the position, qualifications, responsibilities, education, current wage rate and hours of work. Applications from Employees shall be in writing or by email. The Employer may advertise for vacancies in newspapers or electronically when it posts for them. Existing Full-Time and Part-Time Employees who apply for a vacancy will be given interviews before those who are not employed with the Employer and are to be chosen if they have the qualifications, abilities and skills for the position.
- 30.02 When filling vacancies for Full-Time and Part-Time posted positions, the determining factors shall be qualifications, abilities and skills and where those factors are equal, seniority shall be the deciding factor.
- 30.03 The Employer will advise all applicants whether they were accepted or not accepted for the posted position.
- 30.04 Where internal applicants are not accepted for a job posting, the Employer may fill the position with external applicants.

- 30.05 Full-Time and Part-Time Employees who are promoted or transferred within or outside the bargaining unit shall serve a trial period of thirty (30) work days. An Employee who is not satisfactory in the trial period shall be returned to his or her prior position without loss of seniority and be compensated at the rate for the former position. During the trial period, an Employee who has good reason for reverting to his or her prior position may do so after notifying the Employer and will be compensated at the rate for the prior position.
- 30.06 A trial period is a time for the Employee to demonstrate knowledge, efficiency and ability to do the job.

### ARTICLE 31

#### TRAINING & DEVELOPMENT

- 31.01 The Employer encourages training and professional development for Employees which relates to their jobs with the Employer. The Employer agrees to pay the fees for training/courses required by the Employer for an Employee to better do his or her job.
- 31.02 For payment by the Employer, all training/courses and attendance at conferences/seminars must have prior authorization and prior approval of the Chief Administrative Officer or his delegate.
- 31.03 Employees who are directed to take training/courses by the Employer which are required to do their job are to be paid the regular rate of pay for attendance at training/courses to a maximum of one (1) day of pay for each day of the training/course, or be given time off with pay at the regular rate at a later day. Overtime rates will not apply. Employees will not be paid time for travelling to and from such training/courses which are held locally. Employees are paid regular rates for travelling to and from training/courses which are not held locally. Where the Employee uses his or her own vehicle for attendance at required training/courses which are not held locally when the Employer does not provide transportation, the Employer will pay the Employee mileage at the rates in effect with the Employer.
- 31.04 The Employer pays the fees for Employee attendance at conferences/seminars which are related to the Employee's job which have been authorized by the Employer. Employees are paid the regular rate of pay for attendance at conferences/seminars to a maximum of one (1) day of pay for each day of the conference/seminar, or be given time off with pay at the regular rate at a later day. Overtime rates will not apply.

Employees will not be paid time for travelling to and from such conferences/seminars which are held locally. Employees are paid regular rates for travelling to and from conferences/seminars which are not held locally. Where the Employee uses his or her own vehicle for attendance at approved seminars/conferences which are not held locally when the Employer does not provide transportation, the Employer will pay the Employee mileage at the rates in effect with the Employer.

- 31.05 Employees who attend training/courses are expected to make a reasonable effort to pass examinations for such training/courses. Where it can be shown that an Employee attending such training/courses has not made a reasonable effort to complete and pass the training/courses, he or she may be required to reimburse the Employer for the costs for the training/courses. This will not include expenses for travel, food, lodging or salary. An Employee who does not pass or finish a training/course due to illness or other extenuating circumstances shall not be expected to reimburse the Employer for any costs associated with the training/courses attended.
- 31.06 The Employer may reimburse an Employee for the fees related to the cost of training/courses which are not required to be taken by the Employer when the Employer has given prior authorization.
- 31.07 The Employer will reimburse Employees for annual professional membership fees (i.e. ADOA, CIP, APWA, LGA, CMA, CGA, CET, Land Fill Certification, Water Certification, Waste Water Collection Certification), provided they are directly related to the Employee's work with the Employer.

## ARTICLE 32

### LAYOFF AND RECALL

- 32.01 Prior to layoffs affecting Full-Time and Part-Time Employees, the Employer will have consultation with the Union about the layoffs.
- 32.02 The Employer shall provide twenty (20) work days written notice of layoff to Full-Time and Part-Time Employees, or provide Employees with twenty (20) days of regular pay. The Employer may give a combination of notice or pay in lieu of notice of layoff.
- 32.03 Full-Time and Part-Time Employees will be laid-off in reverse order of seniority providing those remaining have the required qualifications, abilities and skills to fill available positions.

- 32.04 Employees given notice of layoff must advise the Employer in writing within three (3) working days of being given a notice of layoff that they are displacing another Employee with less seniority in an equal or lower position, provided the Employee displacing has the qualifications, abilities and skills for the position being bumped into. Employees who displace another Employee shall be put on the salary grid of the position bumped into at the step closest to that of the rate of the position from which they were laid-off.
- 32.05 The most senior Full-Time and Part-Time Employees will be recalled first for available positions provided they have the required qualifications, abilities and skills for the position.
- 32.06 Full-Time and Part-Time Employees laid-off will be placed on a recall list for a period of twelve (12) months.
- 32.07 No new Employee shall be hired until Employees on the recall list have been given an opportunity for re-employment, provided such recall list Employees have the required qualifications, abilities and skills to fill available positions.

### ARTICLE 33

#### POSITION ABOLISHMENT

- 33.01 If a Full-time or Part-time Employee's position is abolished, two (2) weeks' notice of termination of employment for each completed year of service to a maximum of forty-three (43) weeks or payment of regular salary in lieu thereof, or a combination of both, will be given to the Employee by the Employer.
- 33.02 The Employer agrees that in the event it becomes necessary to abolish an existing position, an effort will be made to place the Employee into another position covered by this Agreement. If an Employee is placed in another position, notice of position abolishment and severance pay noted above is not required.
- 33.03 During the period of notice of position abolishment, the Employer will allow the affected Employee a reasonable amount of time off with pay to be interviewed by prospective Employers.

## ARTICLE 34

### MATERNITY-PARENTAL-ADOPTION LEAVE

- 34.01 Employees with one year of service are entitled to maternity, parental and adoption leave according to the provisions of the Alberta Employment Standards Code. Maternity, parental and adoption leave are unpaid leaves of absence, except for the health related part of a maternity leave where an Employee may use accrued sick leave. The health related part of a maternity leave is determined by a physician. The Employee will provide the Employer with documentation from her physician which indicates the health related part of the maternity leave.
- 34.02 Maternity leave is for a period of not more than 15 weeks and such time includes any health related part of it. The combined maternity leave and parental leave for an Employee shall not be more than 52 weeks.
- 34.03 Maternity leave may be commenced at any time twelve (12) weeks before the estimated date of delivery. An Employee taking maternity leave shall give the Employer six (6) weeks written notice of the date she intends to begin maternity leave, unless the employee suffers from pregnancy related complications and she provides the Employer with a medical certificate indicating the estimated date of delivery and that she is not able to work due to medical conditions related to the pregnancy. An Employee on maternity leave must give the Employer at least four (4) weeks written notice of the date she is returning to work. When a pregnancy interferes with the performance of an Employee's duties, or the Employer has concerns for the Employee's health or safety, the Employer may assign the pregnant Employee to another job at no loss of pay or give the Employee notice in writing that she is required to commence maternity leave.
- 34.04 During the health related part of maternity leave, an Employee's benefits are continued in the same manner as they were prior to the Employee going on maternity leave. Other than the health related part of the maternity leave, the Employee may continue benefits during the maternity leave by paying the Employer and Employee premiums for the benefit.
- 34.05 Parental leave includes adoption leave. Parental leave is for a period of up to thirty-seven (37) weeks. An Employee must give the Employer six (6) weeks written notice of the date parental leave will commence, unless there is a medical condition of the birth mother or child which makes it

impossible to comply with such requirement or if the date of the child's placement with the adoptive parent is not foreseeable. An Employee who takes maternity leave and parental leave shall advise the employer in writing before she goes on maternity leave that she will be taking parental leave. An Employee on parental leave shall give the Employer four (4) weeks written notice of the date the Employee will return to work. An Employee on parental leave may continue benefits by paying the Employer and Employee premiums for the benefits.

34.06 Where the parents of a child work for the Employer, the Employer is only required to give parental leave to one parent at a time and the combined parental leave of the parents shall not exceed thirty-seven (37) weeks.

34.07 An Employee who returns to work from maternity, parental or adoption leave will be placed in the Employee's same position held immediately before going on such leave. If the same position is not available, the Employer will place the Employee in a similar position with the same rate of pay of the position immediately held by the Employee before the Employee went on maternity, parental or adoption leave.

### ARTICLE 35 LEAVES

35.01 **Compassionate Leave**

Full-Time and Part-Time Employees are entitled to five (5) days of compassionate leave per calendar year, with pay, when there is an illness in the Employee's immediate family.

35.02 In this Collective Agreement, immediate family means father, stepfather, mother, stepmother, foster parent, grandmother, grandfather, brother, sister, spouse, child, ward, father-in-law, mother-in-law, son-in-law, daughter-in-law, Kinship Care or relative of the Employee who is a resident of the Employee's household or with whom the Employee permanently resides. Immediate family includes a common law spouse and the foregoing as they relate to common law relationships.

35.03 **Bereavement Leave**

Full-Time and Part-Time Employees are entitled to up to five (5) days of bereavement leave, with pay, for the death of a member of the Employee's immediate family when the Employee attends the funeral or memorial service at the time of death.



- 35.04      **Terminal Care Leave**  
Upon approval of the Employer, an Employee who is eligible for terminal care leave under federal or provincial legislation will be granted a leave of absence for up to six (6) months, without pay, but with benefits continued with the Employee and Employer paying their share of the benefit premiums in the same manner as they did before the Employee went on terminal care leave. The Employer may require the Employee to provide satisfactory proof of the terminal care leave.
- 35.05      **Court Leave**  
When a Full-Time or Part-Time Employee is subpoenaed as a witness or as a defendant to appear in court in an official capacity related to employment with the Employer, the Employee will be granted leave with regular pay, less any amounts paid by the court.
- 35.06      When a Full-Time or Part-Time Employee is required to serve as a juror under the Jury Act, the Employee will be allowed leave with pay, less any amounts paid by the courts.
- 35.07      If an Employee is required to appear in court for a matter which is related to employment with the Employer and which is in any capacity other than the foregoing, the Employee will be granted leave with pay, less any amounts paid by others for such attendance.
- 35.08      **Election Leave**  
Employees eligible to vote in federal, provincial or municipal elections, or in a plebiscite or referendum under applicable legislation, will be granted leave with pay to vote as may be required by the governing legislation.
- 35.09      **Volunteer Leave**  
Upon approval by the Employer, Full-Time and Part-Time Employees who volunteer for a local charity or non-profit organizations will be granted one (1) day of leave with pay per year for such activities. Such local charities or non-profit organizations should be operating within the Cold Lake community. Local charities and non-profit organizations include the Food Bank, Kidsport, Kinsmen, local schools, local school division, Big Brothers, Big Sisters, Humane Society.
- 35.10      **Leaves of Absence**  
Upon receiving a written request from an Employee, the Employer may grant the Employee an unpaid leave of absence.

## ARTICLE 36

### WORKERS' COMPENSATION

- 36.01 In accordance with the Workers' Compensation Act, when an Employee sustains an injury in the course of the Employee's duties with the Employer, and the Employee is absent from work, the Employee and the Employer will complete the Employer and Employee forms for Workers' Compensation.
- 36.02 An Employee who is injured on the job during working hours and who is required to leave the work site for treatment or is sent home as a result of such accident or injury, shall not suffer any loss of pay for that day's work, regardless of the time of the injury.
- 36.03 When a Full-Time or Part-Time Employee is on Workers' Compensation benefits (WCB), the Employee may use his or her accrued sick leave credits to top up salary to the regular salary of the Employee. Sick leave and vacation continue to accrue for an Employee who is on WCB for up to six (6) months.

## ARTICLE 37

### SAFETY COMMITTEE

- 37.01 In ensuring a safe work environment, the Employer, Union and Employees recognize the provisions of the Alberta Occupational Health & Safety Act, Regulations and Safety Code thereunder. The Employer, Union and Employees have responsibility for safety in the workplace.
- 37.02 A Safety Committee will be established within one month of signing of this Collective Agreement. The Safety Committee will consist of three (3) Employer representatives and three (3) Employee representatives.
- 37.03 The Safety Committee will meet monthly and discuss safety related issues in the workplace. The Safety Committee will make recommendations to the Employer for safety in the workplace.
- 37.04 The Safety Committee will be co-chaired by an Employer and Employee representative. Minutes of the Safety Committee meetings will be kept.
- 37.05 Employee members of the Safety Committee will not suffer loss of pay for attending a Safety Committee meeting. Pay for Employee members of the Safety Committee will be at the straight time rate.

## ARTICLE 38

### SAFETY WEAR

- 38.01 All Employees must use personal protective equipment and other safety equipment as required by the Employer for safety reasons.
- 38.02 Full-Time and Part-Time Employees who are required to wear safety boots in their work for the City, and who have completed the probationary period, will be reimbursed once per calendar year to a maximum of one-hundred-seventy-five dollars (\$175), including GST, for CSA approved safety boots, when the Employee provides a receipt to the Employer.
- 38.03 All safety equipment, safety clothing and safety apparel provided by the Employer shall remain the property of the Employer. Employees will keep and maintain such equipment, clothing and apparel in good condition, excepting normal wear and tear.
- 38.04 When a Full-Time or Part-Time Employee does not use all of the allowance for safety boots in a calendar year any unused amount is carried forward only into the next calendar year, but the Employee must use such carry over by the end of the calendar year in which it was carried forward to.

## ARTICLE 39

### BENEFITS

- 39.01 For Full-Time Employees, the Employer will pay one-hundred percent (100%) of the premiums for the following benefits:
- (a) Alberta Health Care;
  - (b) Medical;
  - (c) Dental;
  - (d) Life insurance;
  - (e) Dependent life insurance;
  - (f) Accidental death and dismemberment insurance.
- 39.02 For Full-Time Employees, the Employees will pay one-hundred percent (100%) of the premiums for the following group benefits:
- (a) Short-term disability (weekly indemnity);
  - (b) Long-term disability.

- 39.03 For Part-Time Employees, the Employer and Employees will each pay fifty percent (50%) of the premiums for the following group benefits:
- (a) Alberta Health Care;
  - (b) Medical;
  - (c) Dental;
  - (d) Dependent life insurance.
- 39.04 The Employer will pay one-hundred percent (100%) of the following premiums for Part-Time Employees:
- (a) Life insurance (life insurance for part-time Employees is based on a full-time equivalency factor);
  - (b) Accidental death and dismemberment insurance (accidental death and dismemberment insurance for part-time Employees is based on a full-time equivalency factor).
- 39.05 Part-Time Employees will pay one-hundred percent (100%) of the premiums for the following group benefits:
- (a) Short-term disability (weekly indemnity);
  - (b) Long-term disability;
  - (c) Coverage for short-term disability (weekly indemnity) and long-term disability for a part-time Employee is based on a full-time equivalency factor.
- 39.06 The Employer presently has group benefits with the AMSC Insurance Services Ltd. (AMSC), a subsidiary of the Alberta Urban Municipalities Association. The group benefit coverage for eligible Employees is:
- (a) Basic life insurance: two times annual salary;
  - (b) Dependent life insurance: \$10,000 for spouse, \$5,000 for a child;
  - (c) Accidental death and dismemberment: two times annual salary;
  - (d) Short-term disability: 66 2/3 non-taxable benefit of basic weekly pre-disability earnings to a maximum weekly amount of \$750 per week;
  - (e) Long-term disability: 66 2/3 non-taxable benefit of basic monthly pre-disability earnings to a maximum monthly amount of \$4,500;
  - (f) Employee Assistance Program;

- (g) Extended health care: 100% reimbursement for reasonable and customary eligible expenses;
- (h) Vision Care: \$250 once every two years;
- (i) Dental: 100% reimbursement basic and diagnostic, 100% reimbursement for dentures, 50% for orthodontics and 80% for major restorative, with a maximum \$1,500 per calendar year per insured person for all coverage combined excluding orthodontics. Orthodontics is a lifetime maximum \$1,500.
- (j) Effective January 1, 2009 Dental will be: 100% reimbursement basic and diagnostic, 100% reimbursement for dentures, 50% for orthodontics and 80% for major restorative, with a maximum \$2,500 per calendar year per insured person for all coverage combined excluding orthodontics. Orthodontics is a lifetime maximum \$2,500.

- 39.07 For Full-Time and Part-Time Employees, the Employer will continue its practice of providing self-insured vision care reimbursement of up to two-hundred-fifty dollars (\$250) once every two (2) years for replacement of prescription eye glasses and contact lenses. This is in addition to the vision care benefit provided by the group benefits plans of the Employer. Employees will provide the Employer with receipts for such vision care expenses.
- 39.08 Eligibility for group benefits for Full-Time and Part-Time Employees will be as per the rules in the group benefits plan with AMSC. The rules and procedures of such group benefits plan will apply at all times.
- 39.09 In the event the Employer changes group benefits insurers from AMSC, the Employer will obtain group benefits from another insurer which are equivalent to those provided by AMSC. The rules and procedures in such group benefits plans will apply at all times.
- 39.10 For Part-Time Employees receiving benefits and LAPP before ratification of this Collective Agreement, the Employer will continue to pay the premiums for their benefits and LAPP in the same manner as was done prior to ratification.

## ARTICLE 40

### RRSP

- 40.01 Upon a Full-Time Employee providing the Employer with proof of a registered RRSP, on the change to annual seniority date of the Full-Time Employee in 2009 and subsequent years, the Employer will provide five-hundred dollars (\$500) directly deposited by the Employer into the RRSP (without source deduction).
- 40.02 Upon a Part-Time Employee providing the Employer with proof of a registered RRSP, on the annual seniority date of a Part-Time Employee in 2009 and subsequent years, the Employer will provide two-hundred-fifty dollars (\$250) directly deposited by the Employer into the RRSP (without source deduction).
- 40.03 To be eligible for the above RRSP contribution, the Full-Time and Part-Time Employee must be employed with the Employer for at least one (1) year as of the anniversary date of the Employee.

## ARTICLE 41

### PENSION

- 41.01 Full-Time Employees will be provided pension as per the Alberta Local Authorities Pension Plan (LAPP or Plan). The Employer and Employees will each make their contributions to LAPP as required by the Plan. The rules and procedures of LAPP apply at all times.
- 41.02 Part-Time Employees will be eligible to participate in LAPP on the same conditions for participation in the AMSC group benefits plans. For eligible Part-Time Employees, the Employer and Employees will each make their contributions to LAPP as required by the Plan. The rules and procedures of LAPP apply at all times.

## ARTICLE 42

### WAGES

- 42.01 Employees will not be paid less than the wage rates set out in Appendix A: Classifications & Pay.
- 42.02 Employees who work an eight (8) hour day have a 2080 hour work year.

- 42.03 Employees who work a seven (7) hour day have an 1820 hour work year.
- 42.04 For a Full-Time Employee, progression from one step in the salary grid to the next step will be upon continuous service on the annual anniversary date of an Employee, unless the Employee has unsatisfactory performance and is not satisfactorily meeting the requirements for his or her position. In such event, the Employer is required to provide the Employee with an evaluation of his or her performance which shall be reviewed and approved by the Department Manager.
- 42.05 Part-Time Employees shall progress from one step in the salary grid to the next step based on hours worked for a 2080 hour work year or an 1820 hour work year, whichever is applicable.
- 42.06 When a new Employee is hired by the Employer and has previous comparable experience or relevant qualifications, the Employer may place such Employee at a step on the salary grid which is higher than Step One.
- 42.07 There will be seven (7) steps in the salary grids for the classifications in Appendix A.
- 42.08 Effective the first pay period after ratification in 2011, the Employer shall pay Full-Time Employees who have completed the probationary period a lump sum of one-thousand-one-hundred dollars (\$1,100) and Part-Time Employees who have completed the probationary period a lump sum of five-hundred-fifty dollars (\$550), less statutory deductions.
- 42.09 Effective the first pay period in January 2012, the Employer shall pay Full-Time Employees who have completed the probationary period a lump sum of one-thousand-six-hundred dollars (\$1,600) and Part-Time Employees who have completed the probationary period a lump sum of eight-hundred dollars (\$800), less statutory deductions.
- 42.10 Effective January 1, 2013, the rates in Appendix A are increased by 3.25%.

#### ARTICLE 43

#### PAYROLL

- 43.01 Employees will be paid bi-weekly by electronic transfer to the bank accounts of Employees. Employees will provide the Employer with their bank account information for such payments.

- 43.02 All Employees are required to notify the Employer of any changes in personal status, including name, address and telephone number, bank account information, beneficiary changes for insurance purposes and of single or family benefit plan status.

#### ARTICLE 44

#### EMPLOYEE RESIGNATIONS

- 44.01 Employees are required to give the Employer a minimum of two (2) weeks written notice of resigning their employment with the Employer.

#### ARTICLE 45

#### TERM

- 45.01 This Collective Agreement shall be in full force and effect from November 1, 2010 to December 31, 2013.
- 45.02 This Collective Agreement shall remain in effect unless notice to negotiate amendment is served by either party upon the other not less than sixty (60) days and not more than one-hundred-twenty (120) days preceding the expiry of this Agreement.
- 45.03 Where notice to negotiate amendment is served by either party, the provisions of this Collective Agreement shall continue in effect according to the provisions of the Alberta Labour Relations Code.



SIGNED ON BEHALF OF THE EMPLOYER CITY OF COLD LAKE AND ON BEHALF OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 118/016 EFFECTIVE NOVEMBER 1, 2010.

**ALBERTA UNION OF PROVINCIAL  
EMPLOYEES LOCAL 118/016**

**CITY OF COLD LAKE**

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DATE

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**APPENDIX A: CLASSIFICATIONS & PAY**

**2011 & 2012 CLASSIFICATIONS & PAY GRID**

<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Casual Employees	\$14.91	\$15.43	\$15.97	\$16.53	\$17.11	\$17.71	\$18.33
Fitness Monitor	\$14.91	\$15.43	\$15.97	\$16.53	\$17.11	\$17.71	\$18.33
Custodian	\$16.11	\$16.68	\$17.26	\$17.86	\$18.49	\$19.14	\$19.81
Special Transportation Driver	\$16.11	\$16.68	\$17.26	\$17.86	\$18.49	\$19.14	\$19.81
Parent Link Programmer	\$16.11	\$16.68	\$17.26	\$17.86	\$18.49	\$19.14	\$19.81
FCSS Programmer	\$16.11	\$16.68	\$17.26	\$17.86	\$18.49	\$19.14	\$19.81
Volunteer Services Coordinator	\$16.11	\$16.68	\$17.26	\$17.86	\$18.49	\$19.14	\$19.81
Scale House Attendant	\$17.86	\$18.49	\$19.14	\$19.81	\$20.50	\$21.22	\$21.96
Administrative Assistant	\$20.42	\$21.13	\$21.87	\$22.64	\$23.43	\$24.25	\$25.10
File and Records Management Clerk	\$20.42	\$21.13	\$21.87	\$22.64	\$23.43	\$24.25	\$25.10
RCMP Clerk	\$20.42	\$21.13	\$21.87	\$22.64	\$23.43	\$24.25	\$25.10
Front Desk Receptionist	\$20.42	\$21.13	\$21.87	\$22.64	\$23.43	\$24.25	\$25.10
Wellness Centre Programmer Assistant	\$20.50	\$21.22	\$21.96	\$22.73	\$23.52	\$24.35	\$25.20
Event Programmer	\$20.50	\$21.22	\$21.96	\$22.73	\$23.52	\$24.35	\$25.20
Accounts Payable Clerk	\$21.87	\$22.64	\$23.43	\$24.25	\$25.10	\$25.97	\$26.88
Revenue & Taxation Clerk	\$21.87	\$22.64	\$23.43	\$24.25	\$25.10	\$25.97	\$26.88
Intermediate Secretary	\$21.87	\$22.64	\$23.43	\$24.25	\$25.10	\$25.97	\$26.88
Utilities Clerk	\$21.87	\$22.64	\$23.43	\$24.25	\$25.10	\$25.97	\$26.88
Apprentice Mechanic	\$22.73	\$23.52	\$24.35	\$25.20	\$26.08	\$26.99	\$27.94
Community Peace Officer	\$22.73	\$23.52	\$24.35	\$25.20	\$26.08	\$26.99	\$27.94
Greenspace Coordinator	\$22.73	\$23.52	\$24.35	\$25.20	\$26.08	\$26.99	\$27.94
Operator	\$22.73	\$23.52	\$24.35	\$25.20	\$26.08	\$26.99	\$27.94
Marketing Officer	\$23.43	\$24.25	\$25.10	\$25.98	\$26.88	\$27.83	\$28.80
Recreation Programmer	\$23.43	\$24.25	\$25.10	\$25.98	\$26.88	\$27.83	\$28.80
Family Services Coordinator	\$25.98	\$26.88	\$27.83	\$28.80	\$29.81	\$30.85	\$31.93
Senior Finance	\$25.98	\$26.88	\$27.83	\$28.80	\$29.81	\$30.85	\$31.93

Mechanic	\$26.08	\$27.00	\$27.94	\$28.92	\$29.93	\$30.98	\$32.06
Senior Operator	\$26.08	\$27.00	\$27.94	\$28.92	\$29.93	\$30.98	\$32.06
Foreman	\$28.92	\$29.93	\$30.98	\$32.06	\$33.18	\$34.35	\$35.55
Senior Community Peace Officer	\$28.92	\$29.93	\$30.98	\$32.06	\$33.18	\$34.35	\$35.55
Computer Technician	\$29.81	\$30.85	\$31.93	\$33.05	\$34.21	\$35.40	\$36.64
Development Officer	\$29.81	\$30.85	\$31.93	\$33.05	\$34.21	\$35.40	\$36.64
Engineering Technologist	\$29.81	\$30.85	\$31.93	\$33.05	\$34.21	\$35.40	\$36.64
GIS Coordinator	\$29.81	\$30.85	\$31.93	\$33.05	\$34.21	\$35.40	\$36.64
Subdivision Officer	\$29.81	\$30.85	\$31.93	\$33.05	\$34.21	\$35.40	\$36.64
Planner	\$33.05	\$34.21	\$35.40	\$36.64	\$37.92	\$39.25	\$40.63
Network Technician	\$33.05	\$34.21	\$35.40	\$36.64	\$37.92	\$39.25	\$40.63

### 2013 CLASSIFICATIONS & PAY GRID

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Casual Employees	\$15.39	\$15.93	\$16.49	\$17.07	\$17.67	\$18.29	\$18.93
Fitness Monitor	\$15.39	\$15.93	\$16.49	\$17.07	\$17.67	\$18.29	\$18.93
Custodian	\$16.63	\$17.22	\$17.82	\$18.44	\$19.09	\$19.76	\$20.45
Special Transportation Driver	\$16.63	\$17.22	\$17.82	\$18.44	\$19.09	\$19.76	\$20.45
Parent Link Programmer	\$16.63	\$17.22	\$17.82	\$18.44	\$19.09	\$19.76	\$20.45
FCSS Programmer	\$16.63	\$17.22	\$17.82	\$18.44	\$19.09	\$19.76	\$20.45
Volunteer Services Coordinator	\$16.63	\$17.22	\$17.82	\$18.44	\$19.09	\$19.76	\$20.45
Scale House Attendant	\$18.44	\$19.09	\$19.76	\$20.45	\$21.17	\$21.91	\$22.67
Administrative Assistant	\$21.08	\$21.82	\$22.58	\$23.38	\$24.19	\$25.04	\$25.92
File and Records Management Clerk	\$21.08	\$21.82	\$22.58	\$23.38	\$24.19	\$25.04	\$25.92
RCMP Clerk	\$21.08	\$21.82	\$22.58	\$23.38	\$24.19	\$25.04	\$25.92
Front Desk Receptionist	\$21.08	\$21.82	\$22.58	\$23.38	\$24.19	\$25.04	\$25.92
Wellness Centre Programmer Assistant	\$21.17	\$21.91	\$22.67	\$23.47	\$24.28	\$25.14	\$26.02
Event Programmer	\$21.17	\$21.91	\$22.67	\$23.47	\$24.28	\$25.14	\$26.02
Accounts Payable Clerk	\$22.58	\$23.38	\$24.19	\$25.04	\$25.92	\$26.81	\$27.75

Revenue & Taxation Clerk	\$22.58	\$23.38	\$24.19	\$25.04	\$25.92	\$26.81	\$27.75
Intermediate Secretary	\$22.58	\$23.38	\$24.19	\$25.04	\$25.92	\$26.81	\$27.75
Utilities Clerk	\$22.58	\$23.38	\$24.19	\$25.04	\$25.92	\$26.81	\$27.75
Apprentice Mechanic	\$23.47	\$24.28	\$25.14	\$26.02	\$26.93	\$27.87	\$28.85
Community Peace Officer	\$23.47	\$24.28	\$25.14	\$26.02	\$26.93	\$27.87	\$28.85
Greenspace Coordinator	\$23.47	\$24.28	\$25.14	\$26.02	\$26.93	\$27.87	\$28.85
Operator	\$23.47	\$24.28	\$25.14	\$26.02	\$26.93	\$27.87	\$28.85
Marketing Officer	\$24.19	\$25.04	\$25.92	\$26.82	\$27.75	\$28.73	\$29.74
Recreation Programmer	\$24.19	\$25.04	\$25.92	\$26.82	\$27.75	\$28.73	\$29.74
Family Services Coordinator	\$26.82	\$27.75	\$28.73	\$29.74	\$30.78	\$31.85	\$32.97
Senior Finance	\$26.82	\$27.75	\$28.73	\$29.74	\$30.78	\$31.85	\$32.97
Mechanic	\$26.93	\$27.88	\$28.85	\$29.86	\$30.90	\$31.99	\$33.10
Senior Operator	\$26.93	\$27.88	\$28.85	\$29.86	\$30.90	\$31.99	\$33.10
Foreman	\$29.86	\$30.90	\$31.99	\$33.10	\$34.26	\$35.47	\$36.71
Senior Community Peace Officer	\$29.86	\$30.90	\$31.99	\$33.10	\$34.26	\$35.47	\$36.71
Computer Technician	\$30.78	\$31.85	\$32.97	\$34.12	\$35.32	\$36.55	\$37.83
Development Officer	\$30.78	\$31.85	\$32.97	\$34.12	\$35.32	\$36.55	\$37.83
Engineering Technologist	\$30.78	\$31.85	\$32.97	\$34.12	\$35.32	\$36.55	\$37.83
GIS Coordinator	\$30.78	\$31.85	\$32.97	\$34.12	\$35.32	\$36.55	\$37.83
Subdivision Officer	\$30.78	\$31.85	\$32.97	\$34.12	\$35.32	\$36.55	\$37.83
Planner	\$34.12	\$35.32	\$36.55	\$37.83	\$39.15	\$40.53	\$41.95
Network Technician	\$34.12	\$35.32	\$36.55	\$37.83	\$39.15	\$40.53	\$41.95

**LETTER OF UNDERSTANDING #1**

Between:

THE CITY OF COLD LAKE

And

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**RE: LONG TERM SERVICE AWARDS**

1. The Employer will continue its practice of long term service awards. Employees who have reached the following milestones of consecutive years of service will be recognized by the Employer as follows:
  - (a) 5 years of service: A plaque with a 5-year medallion attached, and a monetary award of seventy-five (\$75.00).
  - (b) 10 years of service: A 10-year medallion to attach to the plaque, and a monetary award of one hundred and fifty dollars (\$150.00).
  - (c) 15 years of service: A 15-year medallion to attach to the plaque, and a monetary award of two hundred and twenty-five dollars (\$225.00).
  - (d) 20 or more years of service: A 20-year, 25-year, 30-year medallion to attach to the plaque, and a monetary award of three hundred dollars (\$300.00). For each 5 years of service after 30 years, an Employee is provided a medallion to attach to the plaque and three hundred dollars (\$300.00).

ALBERTA UNION OF PROVINCIAL  
EMPLOYEES LOCAL 118/016

CITY OF COLD LAKE

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DATE

**LETTER OF UNDERSTANDING #2**

Between:

THE CITY OF COLD LAKE

And

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**RE: CHANGES TO CLASSIFICATIONS**

1. Effective the closest pay period after the date of ratification of this Collective Agreement (November 2008), all Employees in the Operator I classification will be changed to the Operator II classification and the Operator I will be put on the Operator II step in the salary grid which is closest to the rate they were receiving on the Operator I salary grid.
2. Effective the closest pay period after the date of ratification of this Collective Agreement (November 2008), the Operator II classification will be titled "Operator".
3. Effective the closest pay period after the date of ratification of this Collective Agreement (November 2008), the Operator III classification will be titled "Senior Operator".
4. Effective the closest pay period after the date of ratification of this Collective agreement (November 2008), the Senior Special Constable classification will change from G to H and the Senior Special Constable will be put in Step 3 on the H classification which is closest to his current rate on the G classification.
5. Effective the closest pay period after the date of ratification of this Collective Agreement (November 2008), the two Bylaw Special Constables will change from D to F and the Bylaw Special Constables will be put in Step One on the F salary grid.

ALBERTA UNION OF PROVINCIAL  
EMPLOYEES LOCAL 118/016

CITY OF COLD LAKE

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