

COLLECTIVE AGREEMENT

BETWEEN

MUNICIPALITY OF CROWSNEST PASS

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE Canadian Union
of Public Employees **Local 812**

January 1, 2010 to December 31, 2011

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This Agreement made this 1st day of January 2010

BETWEEN

MUNICIPALITY OF CROWSNEST PASS

(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE Canadian Union
of Public Employees **Local 812**

(hereinafter called the "Union")

PARTY OF THE SECOND PART

ARTICLE 1: PURPOSE

- 1.01 The purpose of this Agreement is to provide services for the operation of the Municipality with safety, economy of operation, protection of property, and welfare of Employees and the public.
- 1.02 It is further the purpose of this Agreement to foster communication and maintain a harmonious and cooperative relationship between the Employer, management personnel, and the Employee members of the Union.
- 1.03 It is further the purpose of this Agreement to define methods of settling any differences or grievances which may arise between the Employer and Employees.

ARTICLE 2: DEFINITIONS

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

- 2.02 Probationary Period The 'probationary period' for employment shall be considered sixty (60) working days.
- 2.03 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. Any other Employees affected by this reversion shall also revert to their former position and wage without loss of seniority.
- 2.04 Permanent Employee The term 'Permanent Employee', when used in this Agreement, shall be defined as meaning any Employee who has completed the probationary period.
- 2.05 Probationary Employee The term 'Probationary Employee', when used in this Agreement, shall be defined as meaning any Employee filling a position coming within the scope of this Agreement serving the required probationary period. The employment of probationary Employees may be terminated within sixty (60) working days, without recourse to the grievance procedure.
- 2.06 Temporary Employee The term 'Temporary Employee', when used in this Agreement, shall be defined as meaning Employees who are employed to perform functions based on the operational function of a Department. Temporary Employees shall receive only those benefits outlined below. A Temporary Employee shall be hired as a Labourer I (temporary) for Outside and Clerk I (temporary) for Inside and receive the respective rate of pay when receiving direction from a Permanent Employee. Appropriate rates of pay for Outside Employees will apply when operating heavy equipment.

Temporary Inside Employees, upon completion of Nine hundred and ten (910) hours and Temporary Outside Employees, upon completion of One Thousand Forty (1,040) hours shall accumulate seniority on a Temporary Employee List, and will be credited with all hours worked in the previous twelve (12) month period.

A Temporary Employee List will be used when reducing or recalling staff by department.

A seniority-rated Temporary Employee shall have access to Article 5: Grievance Procedure.

Temporary Employees are eligible for benefits as per Article 17.06.

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

- a) Dismissal for just cause
- b) Voluntary resignation
- c) Continuous layoff due to lack of work for a period in excess of twelve (12) months.
- d) An Employee, who fails to notify the Employer within three (3) working days of receipt of being notified to report to work following a layoff, stating whether or not he will return, shall be deemed to have terminated his services.
- e) Refusal to work when called except as follows:
 - i. not qualified for the work being called in for;
 - ii. entitled to their scheduled days off;
 - iii. given no less than forty-eight (48) hours notice unless Employee agrees.

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

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

ARTICLE 4: UNION RECOGNITION

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

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

- 4.03 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.

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 Municipality 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 Municipality.

- 4.04 Persons whose jobs 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.
- 4.05 The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees, or any other advisors when dealing or negotiating with the Employer.
- 4.06 Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.
- 4.07 The Employer agrees that every Employee whose position falls within the scope of the bargaining unit must become a member of the Union after sixty (60) working days and after the signing of this Agreement, and shall thereafter maintain his membership in the Union as a condition of employment.
- 4.08 During the term of this Agreement every new Employee whose employment commences hereafter shall, after sixty (60) working days from the commencement of his employment, apply for and maintain membership in the Union as a condition of employment.
- 4.09 No Employee shall be required to become a Union member prior to sixty (60) working days of employment.

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

- 4.10 All monies paid to the Secretary-Treasurer of the Union shall be accompanied with a list of names of all Employees for and on behalf of whom such deductions have been made, and with a list of all additions and deletions of staff since the fifteenth (15th) day of the previous month.
- 4.11 The Employer shall indicate on the income tax (T4) slip of each Employee the amount of Union dues paid in the previous year.

ARTICLE 5: GRIEVANCE PROCEDURE

- 5.01 a) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement.
- b) The Shop Steward system is accepted in principle by the Employer, and Shop Stewards will be recognized as having authority to act on behalf of Employees in their designated area.

The names of Shop Stewards shall be supplied, in writing, to the Employer before they are recognized as Shop Stewards.

- c) In the absence of a Shop Steward a designated Union Officer will be recognized as Shop Steward for the purpose of this Article.
- d) The Employee or the Local Union shall have the right, at any time, to have the assistance of a CUPE Representative.
- e) The Employer agrees that the Shop Steward will be allowed to perform his duties during working hours at time mutually agreed upon by the Shop Steward and Management Supervisor.
- 5.02 Settling of Disputes and Grievances
- Step 1: An Employee who believes that he has a problem arising out of the interpretation, application, administration or alleged violation of this Collective Agreement, may, within ten (10) working days of the date of the day he became aware of, or reasonably should have become aware of the occurrence, first discuss the matter with his Management Supervisor. If the matter is not resolved through discussion, then the dispute or grievance shall be submitted, in writing, within five (5) working days to his Management Supervisor, who shall render a written decision within five (5) working days from the date of the written grievance being received.

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

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

5.03 Arbitration

- a) The party submitting the matter to Arbitration will notify the other party in writing and include the name of its appointee to an Arbitration Board. The recipient of the notice shall, within seven (7) calendar days; inform the other party of its appointee to the Arbitration Board. The two (2) appointees so selected shall; within seven (7) calendar days of the appointment of the second, appoint a third person who shall be the Chairman.
- b) If the two (2) members fail to appoint a third person within the time limits, the Minister of Labour shall appoint a third member who shall be Chairman of the Arbitration Board.
 - i. The Arbitration Board shall hear and determine the differences and shall issue an award, in writing, and the decision shall be final and binding upon the Parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board.
 - ii. Each party to the difference shall bear the expense of its respective appointees to the Arbitration Board, and the two (2) Parties shall bear equally the expenses of the Chairman.
 - iii. The Arbitration Board, by its decision, shall not alter, amend or change the provisions of this Collective Agreement.
- c) In the event an Employee alleges he has been dismissed or suspended without just cause he may commence his grievance at Step 2.
- d) During any and all proceedings outlined in this Article, the Employee shall continue to faithfully perform his duties unless he has been suspended or discharged for just cause.
- e) The time limit specified throughout the steps of the grievance procedure may be extended by mutual consent, in writing, between the Union and the Employer.
- f) Policy Grievance Where a dispute involving a question of general application or interpretation occurs, affecting more than one (1) Employee, the Union may proceed on a policy grievance and may bypass Step 1.

- g) Replies to grievances shall be in writing at all stages.
- h) The Employer shall supply the necessary facilities for joint grievance meetings.
- i) The Parties may mutually agree to a one (1) man Arbitration Board as established in the Alberta Labour Relations Act.
- j) Termination of Temporary Employees for just cause shall not be subject to the grievance procedure.

ARTICLE 6: DISMISSAL PROCEDURE

6.01 Except in cases where the Employer considers that an Employee's conduct warrants immediate dismissal, the practice shall be that the Employer warns the Employee of possible grounds for dismissal in the presence of a Shop Steward, at which time the Employee will be given an opportunity to be heard.

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 Municipality within the bargaining unit. Any Employee subsequently awarded a permanent position within the bargaining unit shall have previous service in the bargaining unit calculated to reflect a seniority date of actual time employed, pro-rated if necessary, subject to Article 7.04.

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

- a) Dismissal for just cause;
- b) Voluntary resignation;
- c) Continuous layoff due to lack of work for a period in excess of twelve (12) months;
- d) An Employee, who fails to notify the Employer within three (3) working days of receipt of being notified to report to work following a layoff, stating whether or not he will return, shall be deemed to have terminated his services.
- e) Promotion to an out-of-scope position for a period longer than sixty (60) working days in any calendar year unless both Parties agree to an extension. The Employee shall not accrue seniority while performing an out-of-scope position, unless the Employee is covering for vacation, not to exceed fifteen (15) working days at any one (1) time or sick time.
- f) Transfer or promotion to a posted term position outside the bargaining unit.

- 7.02 In the case of probationary Employees, seniority shall be established from the date when he first entered the service of the Municipality, and will remain established at that date if the Employee successfully completes the probationary period.
- 7.03 Temporary Inside Employees, until completion of Nine Hundred and Ten (910) hours and Temporary Outside Employees, until completion of One Thousand Forty (1,040) hours, of employment, shall not accumulate seniority on the Temporary Seniority List, or the rights thereto.
- 7.04 On becoming a Permanent Employee an Employee who has worked in the same classification as a Temporary Employee will have all hours so worked as a Temporary Employee in the same classification applied to their probation period as defined in Article 2.05.
- 7.05 An updated seniority list shall be posted the 1st of January and the 1st of July of each year, with a copy to the Union.

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

- 8.01 When increasing staff, 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 When reducing staff, senior Employees having sufficient ability and qualifications to perform the required duties shall be retained.
- 8.03 The bumping procedure is recognized and accepted by the Employer; therefore, providing the Employee being laid off is qualified, he shall be permitted to bump a less senior Employee.
- 8.04 The onus and responsibility for bumping shall rest on the Employee who shall notify the Employer. The Employer shall notify the Union and affected Employees.
- 8.05 An Employee bumping into a job shall be prepared to demonstrate competence in performing specific and pre-determined duties of the position to be assumed. Where the Employer requires an Employee to demonstrate competence, the Employee shall be given written notification within seven (7) working days of assuming the position. Such notification shall set forth exactly what skills will be tested. This test must be conducted not later than twenty (20) working days from the written notification.

- 8.06 a) When a vacancy occurs, or a new position is created, it shall be posted on all bulletin boards for a minimum of five (5) working days prior to closing. Copies of all postings shall be mailed to the Secretary of the Union and/or designate. All postings shall contain the necessary requirements and qualifications. The Union acknowledges the Employer's right to determine when any position shall be posted and, therefore, where a position will not be filled the Employer shall so notify the Union, in writing, within ten (10) working days of the vacancy occurring. Failing notification, the position will be posted and filled.
- b) For any vacancies posted and not accepted by a Permanent Employee, a Temporary Employee, upon completion of three thousand one hundred and twenty hours (3,120) shall be given first consideration for any permanent vacancies that may become available, if deemed qualified.
- 8.07 Job postings shall be filled by qualified Employees on the basis of seniority. An Employee awarded a posted position shall be in a trial period pursuant to Article 2.03.
- Within a five (5) working day period of being assigned to the new position, and a time mutually acceptable to this Employee and his immediate Supervisor, he shall be prepared to demonstrate competence in performing the specific and pre-determined duties of the new position. If an Employee is asked to demonstrate competence, the Employee shall be advised, in writing at least five (5) working days prior, exactly what skills shall be tested.
- 8.08 An Employee moving to a different or higher position on the basis of seniority or bumping may request additional time, beyond the five (5) working days stipulated in Articles 8.05 and 8.07, to demonstrate competence in the new position if such an extension of time is mutually agreeable to the Employer and the Union. Should he not qualify within such time he shall revert to his former position, or equivalent position, without prejudice or loss of seniority.
- 8.09 An Employee required to temporarily fill another position paying a higher rate of pay shall receive the higher rate of pay for all hours worked in said position. Such temporary reassignments shall be filled by qualified Employees on the basis of seniority. When an Employee is required to temporarily fill another position paying a lower rate of pay, their basic rate of pay will not be reduced.
- 8.10 In the case of job opportunities requiring higher qualifications than those held by any interested Employees, consideration for promotions will be given to the senior Employee interested, who is preparing for qualifications or willing to undertake qualifications; such an Employee will be given an appropriate trial period to qualify and be allowed to revert to his former position if qualifications are not achieved within the required time.

- 8.11 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.
- 8.12 a) The Employer shall inaugurate and maintain a system of on-the-job training so that every Employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising.
- b) Employees assigned as Safety Auditors shall be paid, in addition to their regular rate of pay, a fifty cent (\$.50) per hour premium while performing all tasks related to Safety Auditor responsibilities.
- 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 Outside: The standard work week shall consist of five (5) consecutive days, Monday to Friday, with an eight (8) hour day, between the hours of 7:00 a.m. and 4:30 p.m., and one-half (1/2) hour unpaid lunch period.
- Bylaw Officer/Special Constable: The standard work week shall consist of eight (8) hours per day, forty (40) hours per week. This position may require flexible Scheduling of daily and/or weekly hours depending on work demands.
- 9.02 Inside: The standard work week shall consist of five (5) consecutive days, Monday to Friday, with a seven (7) hour day, from 8:30 a.m. to 4:30 p.m., with a one (1) hour unpaid lunch period.

9.03 Recreation Facility:

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

The Employer agrees to:

- Schedules to be posted weekly on Wednesday
 - Schedules to rotate between days and evenings as equally as possible
 - Forty-eight (48) hours notice of shift changes, unless mutually agreed
 - One (1) hour extra pay when working after midnight
 - Temporary Qualified Employees shall have their hours and shifts distributed as equally as possible; and
 - When shift work applies, Permanent Employees shall receive their preferred shifts.
- b) 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 Arena Operator rate (this includes staff returning from Weed Control and other programs).
- Additional staff will be compensated at the Labourer rates unless they are doing the work of an Arena Operator, at which time they will be compensated for the hours worked at the Arena Operator rate.
- c) Arena Operators performing scheduled inspections of arena (arena checks) shall be reimbursed at one (1) hour straight time per inspection. Unscheduled call outs will be reimbursed at the appropriate overtime rate in accordance with the Collective Agreement. Time off in lieu for arena checks may be banked to a maximum of eighty (80) hours per year in any combination of 10.02, and this Article; and the total hours banked in one (1) year by an Employee performing arena checks cannot exceed eighty (80) hours in any case.

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

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.

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).

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

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

9.07 Should the Employer request the Employees to work any shift other than established in Articles 9.01 to 9.03 inclusive, then the Employee shall be paid eight (8) hours of pay for seven (7) hours work, except in the case of a Recreation Facility Employee where he shall be paid nine (9) hours regular pay for eight (8) hours of work.

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

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

9.10 Electrical Department, Water/Sewer Department and Public Works Department Standby:

a) Employees are required, by appropriate department, on an individual basis, to be on call every third (3rd) week, or as mutually agreed upon.

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

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

An Employee required to be on standby on a Statutory Holiday shall be remunerated on the basis of two (2) hours straight time per day at the appropriate rate (Electrician II rate, Utility Operator II rate or the Leadhand rate) set out in Article 23 in addition to the weekly standby rate (i.e. a total of 3.6 hour pay for a week day Statutory Holiday and 4 hours for a weekend Statutory Holiday).

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

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

9.11 Utility Operator, Bylaw Officer/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 eight (80) hours in any case.

ARTICLE 10: OVERTIME

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

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

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

- 10.03 All overtime hours paid or taken in lieu shall be provided to CUPE after every second pay period.
- 10.04 The Employer agrees to distribute overtime as equitably as possible between the Employees, with Permanent Employees being given first opportunity for call-outs or scheduled overtime.
- 10.05 Call outs shall be paid at double (x2) the regular rate of pay with guaranteed minimum of two (2) hours. Calls within two (2) hours of each other shall be considered one (1) call for the purpose of computing minimum pay for an Employee called out.
- 10.06 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.
- 10.07 Employees required to take minutes outside of their regularly scheduled hours of work shall be paid a minimum of two (2) hours at the applicable overtime rate of pay.

ARTICLE 11: STATUTORY & DECLARED HOLIDAYS

- 11.01 The following shall be considered paid statutory holidays:

New Years Day	One Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	Canada Day
Remembrance Day	Family Day	

- 11.02 Declared holidays will include all general holidays proclaimed by the Municipality of Crowsnest Pass, the Province of Alberta, and the Dominion of Canada.
- 11.03 No deduction in the wages or salaries of any Employee shall be made because of any of the above-mentioned Statutory or Declared Holidays occurring during regular work period.
- 11.04 If a Statutory or Declared Holiday falls on an Employee's regular working period and he is required to work, he shall be paid double (x2) his regular hourly rate of pay as covered by this Agreement for each hour worked in addition to his normal pay for the day.
- 11.05 If a Statutory or Declared Holiday falls on an Employee's regular day off he shall be entitled to an extra day's pay for same, or be given a day off with pay, such day off to be arranged at the mutual convenience of both Parties.
- 11.06 An Employee who is receiving Workers' Compensation benefit on a Statutory or Declared Holiday shall not receive Statutory Holiday pay for the same day.

ARTICLE 12: VACATIONS

12.01 All Permanent Employees shall be granted paid vacations on the following basis:

- One (1) day per month worked during the first calendar year of employment.
- In the second and each subsequent calendar year of employment, all Employees shall be granted twelve (12) working days plus one (1) additional day for each year of service to a maximum of thirty (30) working days.
- The vacation schedule shall be as follows:

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

12.02 The Employer shall bank five percent (5%) vacation pay for Temporary Employees, unless otherwise mutually agreed.

12.03 Where a paid holiday occurs within an Employee's annual vacation, the Employee shall be granted an additional day's vacation with pay.

12.04 Employees shall be entitled to receive their vacation pay on a pay day immediately preceding their vacation.

12.05 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.

12.06 Where there is a need in any department, vacations shall be on a rotation schedule within each classification. Employees who wish to split their holidays into two (2) or more parts will not be allowed their second part until everyone on the list has scheduled their first choice; the same would pertain to second and third choices.

Employees are required to schedule at least seventy (70%) of their vacation allocation by March 31st of each year and must indicate whether it is their first, second, etc choice. At this time, vacations may be scheduled for up to

December 31st. The remaining thirty (30%) percent must be scheduled by September 30th of that year. The employer will confirm in writing all holiday requests within two (2) weeks (March 31st and September 30th).

- 12.07 Vacation accumulation shall be pro-rated for any Employee who works less than 1,760 hours for Outside Employees, or 1,540 for Inside Employees, per calendar year, except for time missed due to sick leave or Workers' Compensation leave. Vacation shall be counted as working days.

ARTICLE 13: SICKNESS BENEFITS

- 13.01 Permanent Employees hired before July 1, 2008 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 Employees hired after July 1, 2008, shall receive one and one-half (1½) days sick leave for each month of employment, up to a total accumulation of one hundred and twenty (120) working days. Any Employee on sick leave shall be paid for the period of such leave at his regular rate of pay on the same basis as though he was working, and the number of days thus paid for shall be deducted from his sick leave credits.
- 13.02 An Employee absent due to illness shall be required to provide a medical certificate for any absence in excess of three (3) working days. Such certificate must be provided on return to work and shall cover all working days absent. In cases of lengthy illness, the Employer may call for a physician's report from time to time, as it deems necessary. Where the Employer has reason to doubt the justification for absence, the Employee after written notification, shall be required to provide a doctor's certificate for all absences due to illness. Such notification shall extend for a period of six (6) months from the date of notification.
- 13.03 Failing this, the Employee may be requested to terminate his/her employment with the Employer or not be paid any wages for the period of absence.
Where an Employee is absent due to illness on either the last working day prior to, or the first working day following a Statutory Holiday, the Employee, in order to qualify for payment on the holiday, must provide a doctor's certificate attesting that the Employee was unable to work due to illness.
- 13.04 Sick leave without pay shall be granted to a Permanent Employee who has run out of sick leave accumulation.
- 13.05 For the purpose of this Article, sickness shall include complication of pregnancy and injury, other than accidental injury, arising out of and in the course of employment by the Municipality.

- 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 days work on the first day of illness or lose the first day's pay. Exceptions to this rule may be made under extenuating circumstances.
- 13.08 In cases where the Employee is absent for more than ten (10) consecutive working days the Employer may request a second medical opinion.
- 13.09 Sick leave credits shall not accrue during periods of illness or injury, 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 All Employees shall receive long-term disability coverage. The Employer will administer the enrolment and remittance of the bi-weekly payroll deduction. The Employees agree to pay, by bi-weekly premium deductions, one hundred percent (100%) of the premium costs towards a plan.

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, 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.
- 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 or other benefit costs, including pension, upon being invoiced by the Municipality.

ARTICLE 15: COMPASSIONATE LEAVE

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

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

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

Grandchild	Mother-in-law/Father-in-law
Aunt/Uncle	Brother-in-law/Sister-in-law
Grandparent	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) kilometres 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

ARTICLE 16: COMPENSATION

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

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

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

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

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

ARTICLE 17: MEDICAL COVERAGE

17.01 The Employer agrees to upgrade the Blue Cross Plan to provide direct billing of prescriptions drugs at twenty percent (20%) Employee and eighty percent (80%) Employer paid directly applied to Blue Cross for payment. This benefit will take effect April 1, 2009.

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

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

17.04 The Employer agrees to cover all Permanent Employees under the Alberta Urban Municipalities Dental Plan with Options 1 & 2, 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. This benefit will take effect April 1, 2009.

17.05 The Employer agrees to cover all Permanent Employees with suitable vision care costs to include the following:

- Children (one) 1 pair glasses per 12 months
- Adult (one) 1 pair glasses per 24 months

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

<u>BENEFIT</u>	<u>QUALIFYING HOURS</u>
Alberta Health Care & Alberta Blue Cross.....	Inside Employees 1820
Outside Employees 2080
Pension	Inside Employees 2730
Outside Employees 3120

Once these qualifying hours are achieved benefits become mandatory, unless the Employee is currently covered by a spousal plan.

ARTICLE 18: PENSION

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

ARTICLE 19: HEALTH & SAFETY

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

19.02 The Municipality shall make reasonable provision for the safety and health of all Employees, including Permanent and Temporary, 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.

19.03 The Municipality agrees to provide and maintain suitable first aid equipment on all job sites, and in all vehicles as required by the Workers Compensation Board.

19.04 Where required the Employer agrees to provide safety rubber boots for the purpose of health and safety. This custom attire shall be supplied at no cost to the Employee and will become the property of the Employer upon termination with the Municipality. When requesting new safety rubber boots, the old ones must be returned to the Municipality.

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

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

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

- 19.08 Effective January 1, 2010, the Employer shall provide a Safety Glass Allowance of Two Hundred (\$200.00) dollars per year to each Permanent Employee that is required to wear safety glasses, for the purchase of prescription safety glasses.

ARTICLE 20: CLOTHING & EQUIPMENT

- 20.01 a) All Permanent Outside Employee will be supplied with coveralls suitable to the work being performed, and safety boots on the basis of a cost-sharing of sixty-six and two-thirds (66-2/3%) Employer and thirty-three and one-third (33-1/3%) Employee. Safety boots shall be at a cost of two hundred dollars (\$200.00) per year. The Employer shall issue a cheque of one hundred and thirty-three dollars (\$133.00) to each Outside Employee as the Employer cost share. 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 Permanent Employee shall receive twelve (12) pairs of work gloves per year at no cost to the Employee.

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

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

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

Bylaw Officer/Community Peace Officer will be provided safety boots on the basis of a cost sharing of sixty-six and two-thirds (66-2/3%) Employer and thirty-three and one-third (33-1/3%) Employee. Safety boots shall be at a cost of two hundred dollars (\$200.00) per year. The Employer shall issue a cheque of one hundred and thirty-three dollars (\$133.00) to each Outside Employee as the Employer cost share.

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

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

- 20.05 a) Certified Journeymen Electricians and Plumbers shall receive an annual tool allowance of four hundred dollars (\$400.00).
- b) Certified Journeymen Mechanics shall receive an annual tool allowance of six hundred dollars (\$600.00).

ARTICLE 21: GENERAL

- 21.01 The Municipality agrees to allow the Union to erect a bulletin board in the Municipal shops and offices for the purpose of posting notices of interest to the Union.
- 21.02 No Employee shall be required to use his vehicle to transport Municipal equipment.
- 21.03 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.
- 21.04 Travel rates paid to any Employee agreeing to use his/her own vehicle for Municipal business shall be equal to that paid to Council, and be determined by Council. Said rate is subject to change from time to time.
- 21.05 The Employer agrees to provide a locker for each Outside & Recreation Permanent Employee.
- 21.06 The Union agrees that any person employed under STEP, ACE, SEED, Canada Works, Pre-Apprenticeship or similar programs, will not come under the provisions of this Agreement. The Employer agrees that any person employed in such programs will not perform work of the bargaining unit. Further, the Employer agrees that during the employment of any person in the aforementioned programs, no member of the Union will be subject to layoff as a result of these programs.

For the months of May through August, STEP students shall be permitted to carry out the following responsibilities with no change in the rate of pay:

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

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

- 21.07 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 Municipality and the Union in respect thereof.
- 21.08 The Employer agrees to develop, jointly with the Union, a policy against sexual harassment and make all management personnel and Employees aware that violations of the policy shall be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staffing training sessions.
- 21.09 The Employer agrees to maintain three (3) Leadhand positions at all times.
- 21.10 The Employer agrees that the number of Temporary Employees shall not exceed twenty percent (20%) of the permanent workforce, unless otherwise mutually agreed. This would exclude the replacement of permanent workers on sick leave for longer than five (5) days.
- 21.11 The Employer shall continue to place job postings for both Equipment and Utility Operator I positions. Equipment and Utility Operator I positions shall be promoted to Operator II respectively based on Employer evaluations. Knowledge, performance and qualifications shall be a factor. Job postings for both Equipment and Utility Operator II positions shall no longer be required.

ARTICLE 22: PAYMENT OF WAGES

- 22.01 Employees shall be paid on a bi-weekly basis.
- 22.02 The principle of equal pay for equal work shall apply regardless of gender.
- 22.03 On each pay the Employer shall provide to each Employee an itemized statement setting forth the total number of hours worked by the Employee during the immediately preceding pay period, the rate of wages applicable, all deductions made, the purpose for such deductions, the total amount actually paid, and such other information as may from time to time be agreed upon by the Parties to this Agreement.
- 22.04 Temporary Labourer shall receive Labour I rate while performing labouring duties.
- 22.05 Temporary Clerk shall receive the Clerk I rate while performing clerk duties.

ARTICLE 23: WAGES (Retroactive to January 1, 2010)

OUTSIDE EMPLOYEES	JANUARY 1, 2010 (4%)	JANUARY 1, 2011 (4%)
Labourer I (Temporary)	\$21.93	\$22.81
Labourer II	\$23.37	\$24.30
Arena Operator	\$23.91	\$24.87
Equipment Operator I	\$23.91	\$24.87
Equipment Operator II	\$24.66	\$25.64
Public Works Operator III	\$25.41	\$26.42
Public Works Leadhand	\$28.55	\$29.69
Community Services Leadhand	\$28.55	\$29.69
Plumbing Inspector Journeyman	\$29.67	\$30.86
Plumbing Inspector Journeyman/Safety Codes	\$32.68	\$33.98
Power Lineman/Electrician	\$29.67	\$30.86
Power Lineman/Electrician/Safety Codes	\$32.68	\$33.98
Electrician II Journeyman	\$29.67	\$30.86
Electrician Helper	\$23.75	\$24.70
Utility Operator I	\$24.66	\$25.64
Utility Operator II	\$28.55	\$29.69
Building Inspector	\$29.55	\$30.73
Building Maintenance Technician I	\$25.15	\$26.15
Building Maintenance Technician II	\$25.82	\$26.86
Mechanic Journeyman	\$29.67	\$30.86
Bus Driver	\$24.39	\$25.36
Warehouse Operator	\$26.60	\$27.67
Licensed Weed Applicator	\$23.91	\$24.87
Bylaw Officer/Community Peace Officer	\$25.00	\$26.00
Health & Safety Risk Management Officer	\$25.19	\$26.20

OUTSIDE EMPLOYEES	JANUARY 1, 2010 (4%)	JANUARY 1, 2011 (4%)
Clerk I (Temporary)	\$21.25	\$22.10
Clerk II	\$22.42	\$23.32
Accounting Clerk I	\$22.65	\$23.56
Accounting Clerk II	\$24.17	\$25.14
Accounting Clerk III	\$27.14	\$28.23
Utilities Clerk	\$23.02	\$23.94
Tangible Asset Clerk	\$27.14	\$28.23
Development Officer	\$27.14	\$28.23
Taxation Clerk	\$23.62	\$24.56
Department Clerk/Steno	\$22.42	\$23.32
Interdepartmental Clerk/Steno	\$22.90	\$23.82
Cleaning Staff	\$20.57	\$21.39
Community Services Programmer	\$25.12	\$26.12

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

ARTICLE 24: FAMILY LEAVE

24.01 Each CUPE member is allowed five (5) working days per year for family leave to be taken from the Employee's sick leave.

ARTICLE 25: RETIREE BENEFITS

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

ARTICLE 26: JURY & WITNESS DUTY

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

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

ARTICLE 27: LABOUR/MANAGEMENT COMMITTEE

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

ARTICLE 28: TERM OF AGREEMENT

28.01 This Agreement shall remain in full force and effect from January 1, 2010 to December 31, 2011, 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.

Dated this ____ day of _____ 2010

SIGNED ON BEHALF OF: MUNICIPALY OF CROWSNEST PASS	SIGNED ON BEHALF OF: CANADIAN UNION OF PUBLIC EMPLOYEES, Local 812
_____	_____
_____	_____
_____	_____
_____	_____

**LETTER OF UNDERSTANDING #1
– EQUIPMENT OPERATOR I, II & III POSITIONS**

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE Canadian Union
of Public Employees **Local 812**

(hereinafter referred to as the “Union”)

AND

MUNICIPALITY OF CROWSNEST PASS

(hereinafter referred to as the “Employer”)

RE: EQUIPMENT OPERATOR I, II & III POSITIONS

The Parties agree as follows:

1. To strike a joint committee consisting of three (3) Management and three (3) Union Representatives to develop guidelines for the progressive training of equipment operators through STEPS I, II, and III.
2. The guidelines may include recommendations for work procedures, training, certification and sign-off.
3. The committee will make its recommendations to Union and Management for ratification and implementation prior to April 30, 2010.

Dated this ___ day of _____ 2010

<p>SIGNED ON BEHALF OF: MUNICIPALY OF CROWSNEST PASS</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>SIGNED ON BEHALF OF: CANADIAN UNION OF PUBLIC EMPLOYEES, Local 812</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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**LETTER OF UNDERSTANDING #2:
– UTILITY OPERATOR II**

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE Canadian Union
of Public Employees **Local 812**

(hereinafter referred to as the "Union")

AND

MUNICIPALITY OF CROWSNEST PASS

(hereinafter referred to as the "Employer")

RE: UTILITY OPERATOR II

1. It is agreed that Terry Flannery will be awarded the first Utility Operator II position to become available following the ratification of this collective agreement, as she will be the most qualified person at that time and will remain working in the Sewer Plant.
2. If a second position is posted, the successful applicant will work between their current position and the Sewer Plant.

Dated this ____ day of _____ 2010

<p>SIGNED ON BEHALF OF: MUNICIPALY OF CROWSNEST PASS</p> <hr/> <hr/> <hr/> <hr/>	<p>SIGNED ON BEHALF OF: CANADIAN UNION OF PUBLIC EMPLOYEES, Local 812</p> <hr/> <hr/> <hr/> <hr/>
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**LETTER OF UNDERSTANDING #3:
– PENSION FOR TEMPORARY EMPLOYEES**

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE Canadian Union
of Public Employees **Local 812**

(hereinafter referred to as the "Union")

AND

MUNICIPALITY OF CROWSNEST PASS

(hereinafter referred to as the "Employer")

RE: PENSION FOR TEMPORARY EMPLOYEES

The Employer will contribute a matching amount of five percent (5%) of basic rate of pay earnings for each eligible Outside Temporary Employee with 3120 hours of service and each eligible Inside Temporary Employee with 2730 hours of service to a Registered Retirement Savings Plan held in the Employee's name, effective January 1, 2010. Employee contributions will be made by bi-weekly payroll deduction.

Dated this ____ day of _____ 2010

SIGNED ON BEHALF OF: MUNICIPALY OF CROWSNEST PASS _____ _____ _____ _____	SIGNED ON BEHALF OF: CANADIAN UNION OF PUBLIC EMPLOYEES, Local 812 _____ _____ _____ _____
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**LETTER OF UNDERSTANDING #4:
– JOINT COMMITTEE BENEFIT REVIEW**

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE Canadian Union
of Public Employees **Local 812**

(hereinafter referred to as the "Union")

AND

MUNICIPALITY OF CROWSNEST PASS

(hereinafter referred to as the "Employer")

RE: JOINT COMMITTEE BENEFIT REVIEW

1. The Parties hereby agree to create a joint committee to review the benefit plan coverage for all employees covered under this Collective Agreement. The committee shall consist of two (2) Management Representatives and two (2) Union Representatives.
2. The Parties hereby agree to complete the review no later than April 30, 2010.
3. Upon completion of the review, Employees will be given the opportunity to vote on proposed plan and education and implementation of the plan shall take place no later than May 15, 2010.
4. Should the membership not agree with proposed plan, the current plan shall be maintained.

Dated this ____ day of _____ 2010

<p>SIGNED ON BEHALF OF: MUNICIPALITY OF CROWSNEST PASS</p> <hr/> <hr/> <hr/> <hr/>	<p>SIGNED ON BEHALF OF: CANADIAN UNION OF PUBLIC EMPLOYEES, Local 812</p> <hr/> <hr/> <hr/> <hr/>
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**LETTER OF UNDERSTANDING #5:
– JOINT COMMITTEE CLASSIFICATION REVIEW**

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE / Canadian Union
of Public Employees **Local 812**

(hereinafter referred to as the "Union")

AND

MUNICIPALITY OF CROWSNEST PASS

(hereinafter referred to as the "Employer")

RE: JOINT COMMITTEE CLASSIFICATION REVIEW

1. The Parties hereby agree to the establishing of a Classification Review Committee consisting of three (3) Management Representatives and three (3) Union Representatives. The purpose of the committee will be to establish classification criteria for all positions covered under this Collective Agreement.
2. The job classification shall be implemented and utilized for the purpose of establishing duties and responsibilities for all classifications covered under this Collective Agreement.
3. Once the Committee has completed the classification review, wages will be negotiated between the Union and the Employer based on the criteria established and wages may be adjusted. Any wage adjustments will be effective July 1, 2010. Wage adjustments shall be subject to ratification by both Parties prior to implementation.
4. The classification review is to be completed no later than June 30, 2010.
5. Should the Parties fail to ratify an agreement on wage adjustments based on the classification review, this Letter of Understanding shall be subject to arbitration under the grievance procedure.
6. Employer will hire an external, independent consultant approved by the Union.

Dated this ___ day of _____ 2010

SIGNED ON BEHALF OF: MUNICIPALITY OF CROWSNEST PASS _____ _____ _____	SIGNED ON BEHALF OF: CANADIAN UNION OF PUBLIC EMPLOYEES, Local 812 _____ _____ _____
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