

# THE COLLECTIVE AGREEMENT BETWEEN



**AQUATERA UTILITIES INC.**

**AND**



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

**JANUARY 1, 2019– December 31, 2022**

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**THIS AGREEMENT** made this \_\_\_\_ Day of \_\_\_\_\_, 2019

**BETWEEN:**

Aquatera Utilities Inc.  
Grande Prairie, Alberta  
(Hereinafter referred to as the Employer)

**OF THE FIRST PART**

- and -

The Canadian Union of Public Employees  
Local 787, Grande Prairie, Alberta  
(Hereinafter referred to as the Union)

**OF THE SECOND PART**

**1.00 - DURATION AND TERMINATION**

1.01 This Agreement shall remain in full force and effect from January 1, 2019, to December 31, 2022 (inclusive), and from year to year thereafter except as hereinafter provided. The term of this Agreement is January 1, 2019 to December 31, 2022.

1.02 Either party to this Agreement wishing to amend this Agreement shall give notice in writing of such desire to the other party not less than sixty (60) days or more than one hundred and twenty (120) days prior to December 31, 2022.

All joint meetings of the parties shall be held in a mutually agreeable neutral location.

1.03 This Agreement shall remain in full force and effect until such time a strike or lockout occurs in accordance with the Labour Relations Code.

1.04 All changes in this Agreement shall be retroactive to the effective date of this Agreement, unless otherwise specified.

## **2.00 - PURPOSE**

The purpose of this Agreement is:

- a) to maintain a harmonious and cooperative relationship between the Employer and the Employees in the Union Certificate Number 51-2007;
- b) to provide an amicable method of settling differences or grievances which may arise between the Employer and the Employees in the Union Certificate Number 51-2007; and
- c) to promote the mutual interest of the Employer and the Employees in the Union Certificate.

## **3.00 - MANAGERIAL RIGHTS**

### **3.01        Management Rights**

Management reserves all rights not specifically restricted by the provisions of this Agreement.

## **4.00 - UNION SECURITY**

### **4.01        Recognition and Negotiations**

4.01.01    The Employer recognizes the Canadian Union of Public Employees, Local 787, as the sole bargaining agent for all Employees as set out in Certificate Number 51-2007 issued by the Alberta Labour Relations Board. The Employer hereby consents and agrees to negotiate

with the Union or any of its authorized committees concerning all matters arising from this Collective Agreement. Looking toward a peaceful and amicable settlement of any differences that may arise between them.

### **4.01.02    No Other Agreements**

No Employee covered by this Agreement shall be asked to make a written or verbal agreement(s) with the Employer, their representatives or their subsidiary companies which may conflict with the terms of this Agreement.

4.01.03 New Employees

A representative of the Union will have the opportunity to make a presentation to new Employees, within seven (7) days from date of hire for Union orientation purposes, at a mutually agreeable time.

4.01.04 The Union shall provide the Employer with an up-to-date list of Shop Stewards and Union Representatives including contact information annually, and when any changes occur.

4.02 Membership

All Employees covered by this Agreement shall pay Union dues whether or not they are a member of the Union.

4.03 Union Dues Deductions

The Employer shall deduct, by payroll deduction, from every Employee Union dues as levied by the Union. Union dues deductions shall be forwarded to CUPE National, not later than ten (10) days after the deductions have been made, accompanied by a list of names of the Employees from whose wages the deductions have been made, and the amount deducted from each Employee.

The Union agrees that the Employer shall not be liable for any actions arising out of the operation of this Article.

4.04 Bulletin Boards

The Union shall have access to existing Bulletin Boards upon which to post notices such as meetings, seniority lists, schools, conferences and conventions.

Employer shall post job postings, training matrix, and all schedules in a place accessible to all Employees.

4.05 Collective Agreement Orientation

Managers, Supervisors and all Employees will be provided an opportunity to attend training on the administration of the Collective Agreement. The training session will be delivered jointly by Employer and CUPE representatives within two (2) months of the signing of the Collective Agreement.

#### 4.06 Accommodation and Cooperation

In circumstances where a member of the CUPE bargaining unit may be unable to perform the regular duties of their position due to addiction, mental or physical disability, the Employer and the Union, together with the affected Employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the Employee. The parties agree to work together to consider how the Employee's disability can best be accommodated without causing undue hardship to the Employer, the Employee, or the Union. The affected Employee shall participate and cooperate fully in this process.

#### 4.07 Discrimination Harassment and Respectful Workplace

The Employer, or any of its officials agrees that at no time shall they discriminate against any of the Employees covered by this Agreement on account of their connection with the Union or on account of their race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, marital status, age, ancestry, place of origin, source of income, family status or sexual orientation. Both the Employer and the Union agree to ensure compliance with the Alberta Human Rights Act.

All Employees covered by this Agreement have a right to freedom from harassment (as defined in the Alberta Occupational Health and Safety and Human Rights Acts) in the workplace. The Employer and Union agree that Employees, management and supervisory staff shall be educated so as to address and prevent harassment in the workplace.

The Employer and the Union are jointly committed to fostering positive working relationships and managing conflict in the workplace.

#### 4.08 Work of the Bargaining Unit

##### 4.08.01 Employment

It is agreed that the Employer may decrease or increase the number of Employees employed in accordance with the amount of work available, and that the Employer shall be the sole judge in this regard.

4.08.02 Contracting Out or Technological Changes

To provide job security, no Employee presently employed by the Employer within the scope of this Agreement shall lose their employment or have their regular hours reduced with the Employer as a result of contracting out.

The Employer agrees to give first consideration to its own Employees to perform the operations normally performed by the bargaining unit and that it will consult/discuss with the Union, when the Employer intends to contract out for significant work of a longer term nature, without any Employee within the scope of this Agreement losing employment or having their regular hours reduced as a result of contracting out. It is agreed that this requirement to consult/discuss with the Union does not apply to temporary contracting to fill small gaps arising where contracting is needed as a result of unique urgent emerging circumstances. It is understood that the final decision is at the discretion of the Employer so long as it complies with this Article.

4.08.03 No Employee presently employed in an established position by the Employer within the scope of this Agreement shall lose their employment with the Employer as a direct result of technological change.

**5.00 – DEFINITIONS**

5.01 Probationary Period

5.01.01 The Probationary Period shall be defined as the first six (6) months served in an Established Position by a Probationary Employee.

5.01.02 The Union and Employer may mutually agree to shorten or lengthen the Probationary Period dependent on individual circumstances.

5.01.03 If an Employee has worked in a temporary position and moves directly into a similar established position in the same work group, the temporary months worked shall count towards completion of the probation period in the new position. This article does not apply to time worked prior to a conclusion of employment and rehire.

5.02 Established Position

An established position is one designated by the Employer on a part-time or full-time basis.

5.03 Employee Definitions

The following Employees shall have all rights specified under this Collective Agreement unless otherwise stated:

5.03.01 A Permanent Employee is an Employee who occupies an established position and who has completed the probationary period.

5.03.02 A Temporary Employee is an Employee hired to perform duties for a known limited period.

If it is deemed necessary to extend the initial length of a Temporary Position, the Employer shall inform the Union of such an extension.

If a temporary position extends beyond twenty-four (24) months, a review of the requirements of this position will be undertaken with Union involvement. If the position is deemed necessary for the long term, the position would be subject to approval via the next budget/interim process before the position becomes permanent.

In the event that the position is approved as permanent through the budget/interim process, the provisions of Article 8 shall apply.

5.03.03 Part-Time Employee is a Permanent Employee who works regularly scheduled hours of work which are less than eighty (80) hours of work per pay period established in Article 6.01.

5.03.04 A full-Time Employee is a Permanent Employee who works eighty (80) scheduled hours of work per pay period as established in Article 6.01.

5.03.05 A Probationary Employee is an Employee who occupies an Established Position and has not completed the Probationary Period.

5.03.06 A Casual Employee is an Employee who is employed on a consensual call-in basis for available work.

5.04 Gender neutral throughout the Collective Agreement.

**6.00 - WORKING CONDITIONS**

6.01 Hours of Work

Unless otherwise addressed in this Article, regular hours of work for full-time Employees shall be a five (5) day, forty (40) hour week, Monday to Friday.

6.01.01 Regular Shift

A regular shift is any shift that starts between 6:00 a.m. and 5:59 p.m. and shall be not more than eight and one half (8.5) consecutive hours.

6.01.01.01 Notwithstanding 6.01.01, Employees working at a job site other than an Aquatera facility, or a facility other than their normal workplace, may be required to remain on the job site during their lunch break. Where such an Employee is required and approved by management to remain on site and on duty, they shall be paid at their regular rate of pay for that period and the length of their workday shall be reduced accordingly.

6.01.01.02 Where an Employee or work crew is working through a meal break pursuant to 6.01.01.01, the Employee, or work crew, by majority choice, may request prior to shift commencement an additional fifteen (15) minutes unpaid rest break during the shift. Such request shall not be unreasonably denied.

In emergent, safety-related situations, the requirement to request the break in advance shall be waived.

Aquatera vehicles and equipment shall remain on the job site during such breaks.

6.01.02 Change of Work Hours

Notwithstanding 6.01.01, Employees requested to work a full shift outside of their regular shift must be given at least forty-eight (48) hours written notice.

In an emergency situation, twenty-four (24) hours notice must be given.

- a) There must be a minimum of nine (9) hours between shifts; and
- b) The Employee must not have worked previously in the calendar day of the first shift worked.
- c) For an Employer mandated change of work hours pursuant to this clause an Employee shall be made whole for their normal weekly hours up to a maximum top up of four (4) paid hours.

If any of the above conditions are not fulfilled, the Employee will receive overtime pay for the first shift worked. The foregoing shall not be prejudiced by overtime worked in the previous shift.

6.01.03 All shift schedules shall be updated, maintained and posted in each work site, on SharePoint and in a prominent place readily available. Said shift schedule to stipulate the shift to be worked each day, the days to be worked each week, also designating the off days each week, which shall be consecutive. Shift schedules shall adhere to all regulations specified in this Agreement, unless prior agreement by the Union has been obtained in writing.

Newly developed shift schedules shall be posted fourteen (14) regular working days prior to implement

6.01.04 The Employer shall not make any change to an Employee's time record affecting pay without the Employee's knowledge.

An Employee shall have the option to keep a hard copy of their daily time record at the time of entry if they so choose.

6.02 The Employer and the Union, conditional upon mutual agreement, may enter into an agreement to provide for a modified work week for a group of Employees. Such agreement may include a Monday to Sunday work week.

6.02.01 With agreement of the majority of the directly affected Employees and where operational requirements permit, the hourly schedule may be ten (10) hours per day totalling eighty (80) hours per pay period, Monday to Sunday, with a minimum of two (2) consecutive days off.

6.02.02 Employees in Established Positions, who are not part of the majority decision, shall be allowed to work a five (5) day, forty (40) hour week as per Article 6.01 of the Collective Agreement.

6.03 Relieving in Other Positions

Employees appointed by Management to temporarily relieve in any other higher position for one full shift or longer shall receive the rate of pay for the relieved position for the duration of the relief.

Where an Employee relieves in a position having a lower wage rate than the Employee's regular wage rate, they shall be paid at their regular wage rate.

6.03.01 Supervisory Role

Supervisory and out of scope Aquatera Employees will refrain from undertaking work normally carried out by the bargaining unit except in instances where instruction, training, or correction of work is being conducted; or in emergency, public safety, or potential liability situations.

6.04 Shift Exchange

6.04.01 The Parties understand that Employees may wish to occasionally exchange shifts. The following principles shall apply to Employee initiated shift exchanges:

- a) Employees have an opportunity to exchange shifts with other Employees for their own convenience.
- b) Exchanges are completely voluntary for both parties.
- c) Both Employees enter into written agreement.
- d) The work is done by a properly qualified Employee.
- e) The Employer does not incur additional costs as a result of the shift exchange.
- f) If the shift exchange puts either Employee in an overtime position according to the OT provisions in the Collective Agreement, the Union/Employee agrees to waive overtime rates.
- g) All proposed exchanges require prior approval by a Manager.

6.05 Overtime

6.05.01 All Employer authorized hours worked outside the regular shift, on days off, and on General Holidays shall be considered overtime and shall be paid at two (2) times the Employee's regular rate of pay.

6.05.01.02 An Employee's minimum vacation requirements, as per Alberta Employment Standards, must be scheduled and submitted to the Employer prior to accessing banked overtime. Such vacation is subject to change upon mutual agreement between the Employer and the Employee.

An Employee may choose to bank overtime at the rate specified in Article 6.05.01. Such banked time shall be taken off at a time mutually agreeable between the Employee and the Employer. An Employee may use no more than eighty (80) banked overtime hours, as time in lieu, in any calendar year.

Due to requirements for operational efficiency, some specific job functions may not be able to accommodate time off in lieu of overtime.

The Employer shall pay out any remaining banked overtime on the first pay day in December. Overtime accumulating during the month of December can be carried over into the next calendar year.

Prior to any pay period close, an Employee may request pay out of a portion, or all of the overtime bank.

6.05.02 Employees called back to work after completing their regular shift shall receive a minimum of two (2) hours pay at overtime rates. Continuation of work beyond regular shifts, including provision for up to one hour meal periods, are not considered call-backs.

6.05.03 Subject to the requirement for operational efficiency, overtime shall be distributed as follows:

- a) When a shift is extended beyond the regular working hours, regular members of the crew, regardless of employment status, will be given first option to continue work on an overtime basis.
- b) For all other overtime situations, Seniority shall be the governing factor when distributing overtime, provided the Employee is qualified and competent to perform the work within that Work Group. Priority will be given based on seniority, to qualified staff occupying an Established Position and from the classification required and who normally work in that Work Group.

For the purposes of overtime distribution and the interpretation of this Article, each Work Group shall be considered "distinct".

- c) Next priority would then be given to senior qualified staff occupying an Established Position from another classification but still within that Work Group.
- d) Next priority would then be given to qualified Temporary staff from that Work Group.
- e) The last priority goes to the senior qualified staff occupying an Established Position from another Work Group.

In all cases Management requesting the work shall clearly identify the work to be performed and the classification required.

A person on stand-by shall refer to departmental standby guidelines when performing standby duties.

Notwithstanding Article 6.05 (Overtime), a person on standby will respond and be limited to performing manual duties in stand-by situations.

6.06 Shift Premium

A one dollar and seventy-five cents (\$1.75) per hour shift premium will be granted to Employees for any hours worked outside the hours of 6:00 a.m. to 6:00 p.m. Monday through Friday, and for all hours worked on Saturdays and Sundays. Shift premium does not apply when Employees are receiving standby pay. When overtime rates apply, the overtime rate shall be calculated prior to the shift premium being applied.

Effective January 1, 2022 the shift premium shall be two dollars (\$2.00) per hour for scheduled shift from 6:00 p.m. to 6:00 a.m.

6.07 Reporting Pay

Any Employee reporting for work who has not been instructed not to report and who is sent home shall be paid a minimum of two (2) hours pay at their rate of pay.

Any Employee who starts work and is then sent home shall be paid a minimum of four (4) hours pay at their rate of pay.

6.08 Treatment Facilities Hours of Work – Shift Operators

1. The work schedule for Treatment Facilities Employees will be as follows:

- a) Maximum daily hours of work 12
- b) Maximum period from commencement to conclusion of day shift shall be between the hours of 6:00 am and 5:59 pm. 12
- c) Maximum period from commencement to conclusion of night shift shall be between the hours of 6:00 pm and 5:59 am. 12

- d) Number of weeks in continuous cycle of employment designating the work shift of all Employees. 24
- e) Maximum consecutive days of work. 6
- f) Maximum days of work in each scheduled work week. 6
- g) Maximum days of work in a continuous cycle of employment. 96
- h) Days of rest in a continuous cycle of employment. 72
- i) Average weekly hours of work in a continuous cycle of employment. 40

2. The hours of work established by the work schedule will constitute the regular hours of work of Employees of the Employer. Hours of work in excess thereof will constitute overtime for which Employees will be entitled to overtime pay.

No Employee will be permitted to work the next consecutive shift upon completion of their regularly scheduled shift.

6.09 Solid Waste Hours of Work

The following provision shall apply for Employees working at the Waste Management Facility and the Eco Centre.

1. Hours of Work:

- a) Minimum daily hours of work for the Eco Centre 4
- b) Maximum daily hours of work for Landfill Employees. 12
- c) Maximum hours of work per pay period 80
- d) Minimum consecutive days off per pay week. 2
- e) Maximum consecutive days of work. 5

2. Overtime rates will apply when:
  - a) The Employee works over eighty (80) hours in the current pay period.
  - b) The Employer gives less than twenty-four (24) hours notice for a change of work hours (Overtime rate applies to first shift).
  - c) The Employee works more than five (5) consecutive days without receiving days off. (Overtime rate applies to sixth and additional shifts.)
  - d) The Employee does not receive two (2) consecutive days off in a given pay week. (Overtime rate applies to shift following last day off.)
  - e) The Employee works more than the scheduled hours on a working day.
3. For the Eco Centre, during the winter hours of operation, November 1 to March 31, Employees may work six (6) consecutive days in order to receive their days off consecutively each week.

6.10 On Call and Stand-by Pay

6.10.01 Distribution/Collection

- a) On Call:
  - i) Lead hands or team leads may be required to carry a phone and be available to answer a phone for a week on a rotational basis as determined by the Employer. The Employer shall pay two (2) hours overtime for that week.
  - ii) If the Employee on call spends more than two (2) hours on the phone, the Employee shall submit the additional hours as overtime to be paid pursuant to Article 6.04.
- b) Stand-by:
  - i) A minimum of one (1) hour pay (regular rate) shall be paid for each eight (8) hour period in a stand-by shift. If the shift is less than eight (8) hours in duration, the Employee shall be paid for one (1) hour. For a day of rest or a General Holiday, the Employee shall receive a minimum of three (3) hours pay (regular rate).
  - ii) An Employee placed on Stand-by must carry and be available to answer the phone. The Employee must also be able to respond in person to a service call within about thirty (30) minutes.

#### 6.10.02 Water Treatment

A minimum of one (1) hour pay (regular rate) for each day an Employee is scheduled. For a day of rest or General Holiday, an Employee will receive a minimum of two (2) hours pay (regular rate).

- a) Regular Operator and Maintenance Stand-by:
  - i) If put on Stand-by, the Employee must carry and be available to answer the phone.
  - ii) The Employee must respond to the Plant within about thirty (30) minutes when required.
- b) Senior Operator On Call:
  - i) If put On Call, the Employee must carry and be available to answer the phone.
  - ii) If the Senior Operator on call plans to leave town, the Operator must notify Management ahead of time and, if an On-Call replacement cannot be found, the Operator must be able to return to the Plant within eight (8) hours if needed. The Employer shall ensure that no Employee shall be on regular stand-by and senior on-call simultaneously.

#### 6.10.03 Team Leader Pay

Team Leader shall be designated by the Employer as follows;

- a) For the Eco Centre
  - i) When the Manager determines that a Team Leader is required.
- b) For the Waste Management Facility
  - i) When the lead hand or acting lead hand is not on site and there are three (3) or more workers on the site.
- c) For Distribution and Collection
  - i) When there is either an excavation of 1.5 or more metres deep; or
  - ii) When there is an out of the ordinary event; or
  - iii) When there is an obstruction of a collector or arterial roadway; or
  - iv) When the Manager determines that a Team Lead is required.

d) For Treatment Operations

- i) When the Manager determines that a Team Leader is required.

6.10.03.01 The Team Leader add-on pay is one dollar-seventy-five cents (\$1.75) per hour. Effective January 1, 2022 Team lead shall be paid two dollars (\$2.00) per hour.

6.11 Statement of Earnings

The Employer shall provide to each Employee on each payday a statement of their wages, overtime, other supplementary pay and deductions. Paper copies will be made available by the Employer for those that want it.

The Employer shall report on income tax T-4 slips the amount of union dues paid by each Employee in the previous year. Paper copies will be made available by the Employer for those that want it.

6.12 Rest Period

Employee rest breaks shall be taken in the general work area and allotted as follows:

In the 1<sup>st</sup> four (4) hours of a shift – fifteen (15) minutes  
In the 2<sup>nd</sup> four (4) hours of a shift – fifteen (15) minutes  
In the 3<sup>rd</sup> four (4) hours of a shift – fifteen (15) minutes

If an Employee is scheduled on a ten (10) hour shift, they shall be entitled to a ten (10) minute break in the last two (2) hours of their shift.

The Employee may combine breaks, dependant on work conditions to allow for flexibility.

6.13 Mandatory Rest Following Overtime

6.13.01 There must be at least nine (9) hours rest between scheduled shifts.

6.13.02 In the event the Employee's scheduled shift is extended with overtime the Employee shall take nine (9) hours off prior to commencing their next scheduled shift.

- 6.13.03 If the Employee is called into work outside their scheduled shift the Employee shall take nine (9) hours off prior to commencing their next scheduled shift unless the Employee is called within three (3) hours of the start of the scheduled shift. In this case, the Employee will be required to complete the scheduled shift. In the event of multiple callouts this shall not apply.
- 6.13.04 If after taking the nine (9) hours off, there are four (4) or more hours remaining on the next regular shift, the Employee shall return to work for the remainder of the shift.
- 6.13.05 If after taking the nine (9) hours off there are less than four (4) hours of shift remaining, the Employee is not required to return to work for the remainder of the shift.
- 6.13.06 The Employee shall receive the regular rate of pay for the full shift regardless of the hours worked, if any.

**7.00 - EMPLOYEE BENEFITS**

7.01 Access to Personnel Files

All Employees upon written request shall have access to the Employee's Personnel file within five (5) working days, during normal working hours, at a time mutually agreeable to both Employer and Employee. Such Employee shall have the right to respond in writing to any document contained therein, such reply becoming part of the permanent record. Should an Employee request a copy of their file, the Employer will have five (5) additional working days to provide a copy.

7.01.01 General Holidays

The following shall be General Holidays:

- |                      |                  |
|----------------------|------------------|
| New Year's Day       | Labour Day       |
| Good Friday          | Thanksgiving Day |
| Victoria Day         | Remembrance Day  |
| Canada Day           | Christmas Day    |
| Civic Holiday-August | Boxing Day       |
| Family Day           |                  |

and all other holidays proclaimed by the City of Grande Prairie, the Province of Alberta or the Government of Canada.

In addition to the above, Employees covered by this Agreement shall be entitled to two (2) hours off on Christmas Eve. Such extra time off shall be granted on a rotating basis in order to not interrupt the continuous service of the Employer.

- 7.01.02 All paid General Holidays named in this Collective Agreement shall be guaranteed irrespective of what day they may fall on, thus when such General Holiday(s) falls on an Employee's scheduled day(s) off, the Employer shall designate the next scheduled work day(s) as a General Holiday in lieu, or pay in lieu. A day(s) designated as a General Holiday(s) in lieu, may be changed by mutual agreement between the Employer and the Union, or between the Employer and the Employee.

When an Employee works at more than one hourly rate of pay during a pay period, General Holiday pay shall be based on the average rate of pay of the previous pay period.

- 7.01.02.01 Casual Employees shall be paid five percent (5%) of their basic rate earnings to compensate for General Holidays.
- 7.01.03 No benefit shall be granted to any Employee for such General Holiday if the Employee is absent the working day immediately before or immediately following the holiday unless he has prior permission.
- 7.01.04 When an Employee works on a General Holiday, the Employee shall be entitled to take a regular working day off in lieu of such holiday or pay in lieu. Such day off in lieu shall be requested by the Employee prior to the General Holiday or pay in lieu shall be paid. Such day off in lieu shall be taken at a mutually agreed date between the Employee and their Manager.
- 7.01.05 Floating Holiday
- 7.01.05.01 There shall be granted annually one (1) floating holiday during each year of the Agreement, with pay to Permanent Employees and two (2) floating holidays during each year of the Agreement, with pay to Permanent Employees who have completed fifteen (15) years of continuous service with the Employer. Such floating holiday(s) are to be arranged at a time suitable to the Employee and the Employer so that there will be no interference with service to the public.
- 7.01.05.02 Floating holidays may be accrued to a maximum of four (4) days.

7.02 Annual Vacation

7.02.01 Employees occupying Established Positions on a full-time, forty (40) hours per week, basis shall be entitled to annual vacation leave accrual in accordance with the following:

<u>No. of Years on the Employee's Anniversary Date</u>	<u>No. of Working Hours Annual Vacation Accrual</u>
0 to 5 years	120 hours
6 to 11 years	160 hours
12 to 18 years	200 hours
19 to 26 years	240 hours
27 to 32 years	280 hours
33 or more years	320 hours

For the purpose of this Article, "Anniversary Date" means the effective date of appointment to an Established Position.

Vacation accrual occurs bi-weekly at a percentage rate which provides for the above annual accrual.

Annual vacation accrual for Employees occupying Established Positions on less than a full-time basis shall be prorated.

Temporary and Casual Employees shall be paid six percent (6%) vacation pay each payroll unless written application for the request to bank vacation has been submitted to payroll.

Vacation hours may be accumulated to a maximum of four hundred (400) hours.

7.02.02 Where an Employee qualified for sick leave or bereavement leave during their period of vacation, there shall be no deduction from vacation hours for such absence, when supported by a Doctor's certificate for sick leave, or documentation for bereavement leave. The Employer shall reimburse the Employee for receipted costs of such documentation if not covered by the Employee Extended Health Benefits Plan. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date by mutual consent of both parties.

7.03 Leave of Absence

7.03.01 Employee(s) desiring leave of absence must apply in writing for same to their Manager. Should their application be refused, they shall have the right to appeal to the Aquatera Chief Executive Officer.

7.03.02 If an Employee has been granted leave of absence exceeding one (1) month, they will be required to pay the full cost of all benefits such as the Extended Health Care plan, Group Insurance and other levies.

7.03.03 When an Employee overstays their leave of absence for three (3) consecutive days without permission of the Employer, they shall automatically forfeit their position with the Employer.

7.03.04 Up to five (5) representatives of the Union, who are Employees of the Employer, may attend negotiating, and if held during their normal working hours suffer no loss of pay, L.A.P.P or benefits.

Up to three (3) representatives of the Union, who are Employees of the Employer, may attend-grievance meetings and any other meetings designated by the Employer, and if held within their normal working hours with no loss of pay, L.A.P.P or benefits. The Employer in turn shall invoice the Union for all pay. The Union upon receipt of the invoice with prior reasonable notice and subject to operational needs, shall reimburse the Employer forthwith. The Employer will not invoice the Union when Employees represent the Union at Labour Relations Committee Meetings, grievance meetings or Employee disciplinary meetings.

7.03.05 Upon written application from the Union to Management, Employees elected or appointed to represent the Union to attend Union business shall be granted leave of absence with pay, The Employer reserves the right to refuse such leave of absence however, approval shall not be unreasonably withheld.

An Employee on approved Union leave of absence shall continue to receive all pay L.A.P.P. and benefits subject to the terms of the Local Authorities Pension Plan and the terms of the applicable Group Insurance plans and all normal payroll deductions will be made. The Employer in turn shall invoice the Union for all pay on a monthly basis. The Union, upon receipt of the invoice shall reimburse the Employer forthwith.

7.03.06 Jury Duty

A Permanent, Probationary or Temporary Employee who is required to serve as a juror or is subpoenaed as a witness where the Employee is not the subject of litigation, shall be granted the necessary time off without loss of regular pay while so serving, providing that the Employee remits to the Employer any wages or fees they receives for so serving.

7.03.07 Job Protected Leaves

To the extent that any of the leaves in this Article 7 overlap with statutorily permitted leaves in the Employment Standards Code, it is understood that leave days provided pursuant to this Collective Agreement shall also count towards the Employer's overlapping compliance with the Employment Standards Code. Further any leaves permitted pursuant to the Employment Standards Code that exceed the entitlement of this Collective Agreement, shall also be available to Employees, as required by the Employment Standards Code. Current additional Employment Standards Code Leaves (<https://www.alberta.ca/job-protected-leaves.aspx>) include:

Reservist Leave

Compassionate Care Leave (leave to care for a critically ill family member)

Death or disappearance of a child

Critical illness of a child

Domestic violence leave

Personal and family responsibility leave

Citizenship ceremony leave

Death of a child due to crime

7.04 Bereavement Leave

Employees having completed three (3) months service with the Employer shall be entitled to a bereavement leave up to a maximum of seven (7) working days with pay in the case of the death of an immediate relative or step relative as follows: son, daughter, current spouse, mother, father, sister, brother, parent of current spouse, son-in-law, daughter-in-law, grandparent, grandchild, sister-in-law, brother-in-law, grandparent of spouse, or legal guardian.

Any other bereavement leaves are up to the discretion of the Employer.

Up to a maximum of two (2) additional days shall be granted for travel time if distance travelled is in excess of four hundred fifty (450) kilometres from Grande Prairie.

7.04.01 An additional two (2) days may be granted to an Employee when a death occurs to a relative who permanently resides with the Employee or when a death occurs to the Employee's mother, father, son, daughter, brother, sister or legal guardian.

7.05 Sick Leave

7.05.01 Permanent and temporary Employees shall be eligible to accumulate sick leave pay at the rate of twelve point eight (12.8) hours for every month of permanent employment to a maximum of one thousand four hundred and forty (1440) hours. Permanent Part-time Employees shall accumulate sick pay on a pro rata basis. Any lost time due to illness, except those hours paid by Workers' Compensation shall be deducted from the Employee's accumulated sick leave.

7.05.02 Employees shall be entitled to two (2) hours of sick leave with pay per week on a pro rata basis.

7.05.03 All night shift Employees shall advise the Employer of sickness at the first indication of inability to work or a minimum of two (2) hours prior to the commencement of their shift. All other Employees shall advise the Employer of sickness a minimum of thirty (30) minutes prior to the commencement of their shift. The Employer shall provide each Employee the procedure and telephone number(s) by which the Employee is to advise the Employer of sickness. A Doctor's certificate may be requested by the Employer and upon the submission of a receipt, the Employer shall reimburse the cost. Abuse of sick leave may result in disciplinary action up to and including suspension or dismissal.

7.05.04 When an Employee receives benefits under the Long Term Disability Insurance Plan, payments made by the Employer under this clause shall cease upon the date of the first payment and for as long as the Employee is receiving such benefit.

7.05.05 An Employee shall not lose, accrue, or have access to sick leave benefits while on lay off.

7.05.05.01 Temporary Employees shall not lose their accumulated sick leave if a break of employment occurs and is less than three (3) months.

7.05.06 Family Leave

In case of illness of a spouse or dependent, an Employee shall be entitled, after notifying their Manager, to use accumulated sick leave to an annual maximum of seven (7) days to care and make arrangements for the member of the family who is ill.

Dependent is defined as a member of the Employee's immediate family for whom the Employee has an on-going responsibility to provide care.

The provisions of 7.04 (definition of immediate family) and 7.05.03 shall apply to this Clause.

7.05.07 Unpaid sick leave

An Employee who has worked for at least ninety (90) days and does not have adequate sick bank credits available, shall still be allowed sixteen (16) weeks of leave due to illness or injury. The portion of this leave not covered by sick bank credits shall be unpaid leave.

7.06 Maternity/Parental Leave

7.06.01 Maternity/Parental Leave shall be defined as leave without pay or benefits granted by the Employer to a Permanent Employee who is pregnant or who will be the primary caregiver of a natural or adopted child of that Employee. An Employee shall be eligible for Maternity Leave after ninety (90) continuous days of employment.

- 7.06.02
- a) Maternity Leave shall be for a period not to exceed sixteen (16) weeks, effective not more than thirteen (13) weeks before the date of the delivery.
  - b) Parental Leave shall be for a period not to exceed sixty-two (62) consecutive weeks within the first seventy-eight (78) weeks following the birth or adoption of a child.
  - c) A combination of Maternity and Parental Leave shall not exceed seventy-eight (78) weeks.

7.06.03 Request for Maternity or Parental Leave must be made in writing a minimum of two (2) weeks prior to the date she intends to commence Maternity or Parental Leave, and the application shall enclose a medical certificate certifying that the mother is pregnant and indicating the estimated date of delivery. During the period of Maternity or Parental Leave, the Employer shall continue the Employee's benefits

listed under Article 7.09 and 7.10 provided the Employee pays her share.

7.06.04 An Employee on Maternity Leave or Parental Leave shall provide the Employer with two (2) week written notice of the date she wishes to return to work and upon her return to work she will be placed in the same classification held by her immediately prior to her taking Maternity or Parental Leave. If within two (2) weeks prior to the end of Maternity or Parental Leave, the Employee has not provided written notice of her return to work, she will be deemed to have resigned her position.

7.06.05 A pregnant Employee may be absent from the workplace for a valid health related reason. The onus is on the Employee to establish legitimacy of the health related absence.

7.06.06 Upon the birth of a child, a Permanent Employee being the legal or common law spouse of the mother, with at least ninety (90) days of employment with the Employer, will be permitted three (3) days of paid leave in addition to the Family Leave period provided in Article 7.05.06 and will be permitted the Parental Leave without pay.

7.07 Pension Plan

7.07.01 Every eligible Employee shall join the Local Authorities Pension Plan. The Employer and the Employee shall each pay their share of the premiums of the Local Authorities Pension Plan or to any future defined benefit Pension plan mutually agreed to by both parties.

7.07.02 Group Savings Plan

The Employer shall match RRSP or TFSA or other group savings plans contributions to the extent legally permissible for all LAPP eligible Employees to an amount of up to 2.5% of the Employee's base annual salary. The Employer's contribution shall be made at the end of each pay period.

7.08 Health and Insurance Benefits

7.08.01 Health and Insurance benefits shall be compulsory for permanent and temporary and returning seasonal Employees who work at least seventeen point five (17.5) hours per week and have met other eligibility criteria.

7.08.02 The Employee shall pay one hundred percent (100%) of the premiums for the Group Life Insurance.

7.08.03 The Employer shall pay one hundred percent (100%) of the premiums for the Extended Health Benefits and Dental Plan Benefits and Accidental Death and Dismemberment Insurance.

7.08.03.01 Temporary Employees who are hired for a season and who have been offered and accepted Employment in the next upcoming season, prior to the conclusion of their current season, may continue these benefits for up to six (6) months after the expiry of their work term at their own cost. The premiums shall be prepaid to the Employer.

7.08.04 The Plans shall cover eligible Employees and their dependents, if requested.

7.08.05 Health Benefits for retirees are available at the retiree's expense. Application for benefits must be made within sixty (60) days of retirement. Please ask for the Plan Booklet from Payroll and Benefits.

#### 7.09 Long Term Disability

The Employer shall provide a Long-Term Disability Insurance Plan with ninety (90) calendar day eligibility. The premiums shall be one hundred percent (100%) Employee paid.

#### 7.10 Eligibility for Benefits

"Eligible Employee(s)" in Articles 7.07, 7.08 and 7.09 means Employees, other than Temporary or Casual Employees, who work at least fifty percent (50%) of the regular work week and meet any other eligibility requirements which may be set out in the respective Plans.

#### 7.11 Application of Agreement to Shift Schedules Which Incorporate Shifts Exceeding Eight (8) Hours.

7.11.01 Employee entitlements under the following Articles shall be earned and calculated in hours, based on eight (8) hours equals one (1) day: 7.02 Annual Vacations, 7.04 Bereavement Leave, 7.05 Sick Leave and 7.05.06 Family Leave.

7.11.02 Where an Employee is absent from work for reasons of annual vacation, sick leave or bereavement leave, they shall receive one (1) hour's pay for each scheduled regular hour of work missed, up to their total hours of entitlement as set out in 7.11.01 and their entitlement shall be reduced accordingly. An Employee may request additional time off without pay to ensure that the leave expires at the end of a regular shift. An Employee on bereavement leave shall be granted, on request, additional time off without pay to create a total bereavement

bereavement leave of three (3) work days or five (5) work days or seven (7) work days, as applicable.

7.11.03 Paid time off, or pay in lieu thereof, for a General or Floating Holiday shall be paid on the basis of the Employee's regular shift at the straight time rate.

7.12 Service Recognition

One-time service recognition will be paid to an Employee on their anniversary date in accordance with the following table:

<u>Years of Service</u>	<u>Awards</u>
5	\$200.00
10	\$300.00
15	\$400.00
20	\$600.00
25	\$800.00
30	\$1000.00

After thirty-one (31) years of service, a onetime payment of \$1200.00 will be paid to an Employee upon their retirement or resignation.

Employees shall have the option of being awarded their Service Recognition Bonus/Awards in the form of an RRSP or RESP, to the extent legally permissible.

7.13 Safety Footwear

A Permanent or Temporary Employee with twelve (12) months continuous service shall be allocated a Safety Footwear Allowance of four hundred dollars (\$400.00) for CSA approved safety footwear. On January 1<sup>st</sup> of every odd numbered year, the four hundred dollars (\$400.00) allowance shall be refurbished. Multiple claims not to exceed four hundred dollars (\$400.00) maximum may be made in each eligible period. Original receipts must be provided for all purchases.

7.14 Tool Allowance

A tool allowance of nine hundred dollars (\$900) per year shall be paid to journeymen/apprentice trades persons upon presentation of receipts for the repair or replacement of tools, providing customary tools of the trade are carried.

7.15 Driver's License Medical

If an Employee requires a classification of driver's license for which a medical examination is needed, the Employer shall reimburse the Employee for all receipted costs of the driver's license medical.

7.16 Prescription Safety Glasses

Employee prescription Safety Glasses expenses will be reimbursed upon production of original receipts up to a maximum of three hundred dollars (\$300) on even numbered years.

**8.00 - SENIORITY**

8.01 Only Permanent Employees shall acquire seniority and the seniority shall date back to the date last hired. Seniority for Part-time Employees shall accumulate on a prorated basis. Employees shall continue to acquire seniority during all absences from work.

8.01.01 When any Temporary Employee is accepted into an Established Position, as designated by the Employer, and such temporary employment is consecutive with no break in employment greater than three (3) months, then seniority shall be back dated and accrued from the date the consecutive temporary employment commenced, but shall not include breaks in employment.

Acceptance into an Established Position, as described by the foregoing, will not preclude the affected Employee from the six-month probationary period as per Article 5.01 and 5.03.05 of the Collective Agreement, as long as said Employee has not fulfilled the six (6) month probationary period time limit as a Temporary Employee, except where probation has been waived pursuant of Article 5.01.03.

Future vacation eligibility will be based on the employment date of the consecutive temporary employment; however, the first year will be prorated from the date of appointment to the Established Position.

8.02 Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, permanent reduction of the work force and recall provided the Employee has the necessary qualifications.

Seniority shall operate on a bargaining unit-wide basis.

8.03 An Employee shall not lose seniority rights if he is absent from work because of sickness, disability, accident, layoff or leave of absence approved by the Employer. An Employee shall only lose their seniority in the event:

- a) they are discharged for just cause and are not reinstated; or
- b) they resign in writing and do not withdraw within two (2) working days; or
- c) they fail to return to work within seven (7) calendar days following a layoff after being notified to do so by Registered Mail at their last known address unless the Employee establishes at the first reasonable opportunity that failure to return to work was due to sickness or other just reason; or
- d) they are laid off for a period exceeding eight-teen (18) months.

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

8.05 If an Employee accepts a management position or any other position not covered by this Agreement, they shall retain and accumulate their seniority in the bargaining unit for a maximum of one (1) year.

8.06 Layoffs and Rehiring

8.06.01 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff in any classification, Permanent and returning seasonal Employees in that classification shall be laid off in the reverse order of their seniority. Employees laid off may exercise their seniority rights over any Employee having less seniority provided they have the necessary qualifications. Permanent and returning seasonal Employees shall be recalled in the order of their seniority providing they are qualified to do the work. No new Employees shall be hired until the Permanent Employees laid off have been given an opportunity for reemployment.

8.06.02 In the event of a layoff, the Employer shall notify the Permanent Employees who are to be laid off ten (10) working days before the layoff is to be effective. If the Permanent Employee laid off has not had the opportunity to work ten (10) full days after notice has been given, he shall be paid in lieu of work for the part of ten (10) days during which work was not available.

8.06.02.01 The Employer agrees to provide written notice of termination of five (5) calendar days for Temporary Employees who have been employed continuously for more than ninety (90) calendar days.

8.06.03 An Employee who has been laid off for a period of eight-teen (18) months is terminated and all rights flowing to them under this Agreement are extinguished. As of this time, the Employer shall pay to the Employee, pay in lieu of notice equal to the minimum requirements of Section 56 of the Alberta Employment Standards Code, as amended from time to time.

#### 8.07 Promotions and Staff Changes

8.07.01 Prior to filling a staff change or promotion covered by the terms of this Agreement, the Employer shall notify the Union in writing (a copy of the posting will be emailed to the Recording Secretary of the Local) and post notice of the position in the Employer's offices and on the bulletin boards for a minimum of ten (10) working days in order that all members will be able to make application therefore. The Employer may advertise the position, but no hiring will be done until after all applications have been considered from members of the bargaining unit.

#### 8.08 Vacant Position Review

8.08.01 The Employer shall initiate a vacant position review process within sixty (60) days of an established position becoming vacant and advise the Union by email to the Recording Secretary of the Local. All positions deemed necessary shall be posted within fourteen (14) working days. Quarterly the Employer will email the Union local Recording Secretary confirmation of the total permanent full-time equivalents by department.

8.08.02 Both parties recognize that job opportunity should increase in proportion to seniority and qualifications. In making staff changes in any department, such appointments shall be made from permanent staff of the Employer provided that the applicants have the necessary qualifications and ability. Where qualifications and ability are relatively equal, seniority shall be the determining factor. The successful applicant shall be placed on a trial period of one (1) month. Conditional upon satisfactory service, such trial period shall become permanent after one (1) month. In the event the applicant proves unsatisfactory, he shall be returned to their former position and wage rate without loss of seniority. An Employee on trial period shall have the right to return to their former position within one (1) month if he so desires. After one (1) month, the Employee loses the right to return to the vacated position.

8.08.02.01 If there are no qualified applicants from permanent staff, the Employer may appoint an applicant with the demonstrated aptitude an opportunity to learn the position tasks. The successful applicant will be placed on a trial period of one (1) months. In the event the applicant proves unsatisfactory, he shall be returned to their former position and wage rate without loss of seniority. An Employee on trial period shall have the right to return to their former position within the trial period if he so desires. This shall not restrict the Employer from selecting qualified external applicants.

8.09 The Union shall be notified by email of all appointments, hiring, layoffs, re-hiring, and Employer initiated termination of employment within forty-eight (48) hours. In the event an Employee self terminates the Employer shall notify the Union within two (2) weeks.

This Article does not apply to casual positions.

## **9.00 – DISCIPLINE and DISMISSAL**

9.01 The Employer has the right to discharge or discipline Employees for just cause. When an Employee is notified in writing of the disciplinary action, a copy shall be forwarded to the Recording Secretary of the Union.

Both parties agree to the concept of progressive discipline.

9.02 An Employee shall be advised verbally, the calendar day prior to, of impending discipline and the Employee's right to Union Representation.

The Union representative shall be given the opportunity up to two (2) hours to meet with the Employee, with no loss of pay or benefits prior to the Employee's scheduled meeting with the Employer.

When an Employee is disciplined in writing, they shall have the right to have a hearing with the Employer and to have a Steward or Union Representative present.

If the Employee chooses in writing not to have Union representation and if disciplinary action occurs that will become part of their disciplinary record, the Employer shall inform the local Union Recording Secretary in writing of the occurrence of the discipline within twenty-four (24) hours.

Disciplinary records shall be removed from the personnel file after an Employee has maintained a clear record of no disciplinary action for twenty-four (24) months. If disciplinary action occurs within the twenty-four (24) months, all records shall remain in place until a full twenty-four (24) months of clear record occurs.

9.03 Progressive Discipline

The Employer shall follow the principals of progressive discipline (typically flowing from verbal warning to written warning to suspension and/or termination), understanding that approach will vary with circumstances and severity.

9.04 Termination of Probationary and Temporary Employees

9.04.01 Probationary Employees may be terminated at any time during the probationary period, with or without just cause and such termination will be subject to grievance or arbitration only if discriminatory or in bad faith. If such a termination is without just cause and after three ninety (90) days of employment, the Employer shall provide one (1) weeks notice or payment of wages in lieu of notice. Otherwise terminations shall be without notice or payment in lieu of notice.

9.04.02 Temporary Employees within the first six (6) months of employment may be terminated at any time with or without just cause, and such termination will be subject to grievance or arbitration only if discriminatory or in bad faith. If such a termination is without just cause and after ninety (90) days of employment, the Employer shall provide one (1) week notice or payment of wages in lieu of notice. Otherwise terminations pursuant to this clause shall be without notice or payment in lieu of notice.

**10.00 - GRIEVANCE PROCEDURE**

10.01 Definition of Grievance

A grievance under this Agreement shall be defined as any difference or dispute between the Union or any Employee(s) and the Employer concerning the interpretation, application, operation or alleged violation of this Agreement.

Disciplinary records shall be removed from the personnel file after an Employee has maintained a clear record of no disciplinary action for twenty-four (24) months. If disciplinary action occurs within the twenty-four (24) months, all records shall remain in place until a full twenty-four (24) months of clear record occurs.

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#### 10.02.01 Settling of Grievances

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

When submitting the grievance, the Union shall inform the Employer in writing, the names of those Union Representatives that will be dealing with that particular grievance.

Step Two (2) of the grievance process may only be waived by mutual agreement between the Employer and the Union in the best interests of expediting the grievance efficiently.

Grievances dealing with dismissal shall be entered at Step 2 and shall be initiated within fifteen (15) working days of the dismissal.

**Step 1:** An Employee who believes themselves to be aggrieved shall within fifteen (15) working days, take up the matter with their immediate Manager and attempt to solve the grievance. For this purpose, they may, if they wish, be accompanied by a representative of the Grievance Committee of the Union.

**Step 2:** Failing satisfactory settlement within five (5) working days after the difference was submitted under Step 1, the Employee(s) concerned, together with a representative of the Union, will submit within five (5) working days to the next level of management, a written statement of the particulars of the complaint, the articles of the collective agreement violated and the reason a violation is alleged and the redress sought. The Union shall meet with the Chief Operating Officer (COO) within then (10) working days to present their position, in the hopes of resolving the matter. The Chief Operating Officer (COO) shall render their decision in writing, within ten (10) working days after receipt of the grievance.

**Step 3:** Failing settlement being reached in Step 2, the Employee(s) concerned, together with the Union representative, shall within five (5) working days submit the matter in writing to the Chief Executive Officer (CEO). The Union and/or the Grievor shall meet with the Chief Executive Officer (CEO) within then (10) working days in hope of resolving the matter. The Chief Executive Officer (CEO) shall render their decision in writing within ten (10) working days after meeting with the Grievor and/or the Union.

Step 4: If the grievance is not settled within fifteen (15) working days, the grievance may be referred to an Arbitration Board consisting of three (3) members; one (1) member to be appointed by the Union and one (1) member by the Employer. The third member, who shall be Chairman, will be jointly appointed by the Union and the Employer. In the event the Chairman cannot be agreed upon, the Minister of Labour shall make this appointment.

Alternatively, the grievance may, by mutual agreement, be referred to a single Arbitrator as per Section 135 of the Labour Relations Code, Statutes of Alberta as amended within fifteen (15) working days.

10.02.02 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where the Union has a grievance, Step 1 of Article 9.02.01 may be bypassed.

10.02.03 Failure to Act Within Time Limits

Failure of the Grievor or the Union to process a grievance to the next step in the Grievance Procedure within the time limit specified shall not be deemed to have prejudiced the Union on any future identical grievance.

10.02.04 Extension of Time Limits

Time limits in the Grievance Procedure may be extended by mutual agreement between the Employer and the Union, confirmed in writing. For the purpose of the Grievance Procedure, "working days" shall be considered as Monday through Friday, General Holidays not included.

10.03 The Union shall advise the Employer of the Shop Stewards elected to process grievances on behalf of the Employees covered by this Agreement.

A Shop Steward shall first obtain permission from their immediate Manager to investigate a grievance during work hours, such permission shall not be unduly withheld.

## **11.00 - NEW CLASSIFICATIONS**

- 11.01 Any new classification established by the Employer shall be subject to negotiations with the Union Representatives to determine a pay rate. The Employer agrees to notify the Union upon the establishment of the new classification and suggested rate of pay. The Union shall have thirty (30) days after such notification to request that the rate of pay so established by the Employer be made the subject of collective bargaining. Any negotiated rate of pay shall be retroactive to the date establishment of the new classification.
- 11.02 If significant substantive changes to a classification concept occur, it shall be referred to the Labour Relations Committee for review and reclassification.
- 11.03 When the Employer acquires new equipment or when equipment is substantially modified, the classification will be referred to the Labour Relations Committee to review.

## **12.00 - CERTIFICATION**

Employees who are required to maintain certification for their job requirements shall have required training and lost wages as a result of training covered by the Employer, understanding the Employer decides type of course, time and location.

## **13.00 - JOB TRAINING**

Employees can apply to access funds for further training and career development. Requests will be considered in accordance with Employer policies, procedures and availability of funds.

The Employer may arrange, when practical, "on-the-job training", so that Employees may have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Permanent Employees will be given first priority.

During the training period, the trainee shall be paid the same hourly rate as received in the position vacated to receive the training.

### 13.01 Equipment Operator Classifications

Employees wishing to receive training as equipment operators will be required to make an application for such training.

Supervised training shall be arranged during the regular working hours by the exchange of position for a period of forty (40) hours after which the Employee shall be notified if qualified or shall be allowed an additional forty (40) hours supervised training. An Employee completing a maximum of eighty (80) hours shall become qualified or shall be deemed not qualified.

Out of Scope personnel will refrain from operating equipment not normally operated by them, except in instances where instruction or correction of work is being conducted, or in emergencies.

Once an Employee is notified in writing by the Employer that they have the minimum qualifications and any time they performs the duties of the higher classification for a period in excess of one (1) continuous hour, they shall be paid at the higher rate for all the hours worked in the higher classification.

### 13.02 Apprentice Training

The Parties agree that when the Employer establishes apprentice positions which fall within the scope of the collective agreement:

1. The responsibilities of Employees in the apprenticeship classifications will be those outlined in the classification concepts;
2. The rate of pay for these positions will follow the guidelines of the Alberta Apprenticeship Board;
3. The apprentice's wages and benefits will be maintained while in attendance at apprenticeship school;
4. Wages, benefits, tuition and books will only be funded for the first attempt at each apprenticeship level. Subsequent attempts will not be Employer funded.
5. The annual tuition fees and books will be reimbursed upon passing the apprenticeship exam;

6. All of the above expenses/wages/benefits are subject to an Apprenticeship Agreement that includes the following return of work provisions;

<u>Training Level</u>	<u>Required Period of Employment</u>
Year I	Apprenticeship Classroom Training 12 months
Year II	Apprenticeship Classroom Training 12 months
Year III	Apprenticeship Classroom Training 12 months
Year IV	Apprenticeship Classroom Training 18 months

Once the required period of employment has been completed, the Employee is under no further obligation. If the Employee leaves voluntarily before completion of the required period of employment, the Employee will be required to repay the Employer for a pro-rata portion of the costs of the training.

7. No mileage, subsistence or overtime will be paid.

#### **14.00 - CLASSIFICATION CONCEPTS**

The Union shall be supplied with all classification concepts that fall in the scope of the Bargaining Unit and as changes occur.

#### **15.00 - PAY DAYS**

- 15.01 The Employer shall pay for hours worked at the rates set out in Schedule "A" attached hereto and forming part of this Collective Agreement.
- 15.02 Pay days shall be every second Friday. However, the Union agrees that the Employer may pay earlier if it so wishes.

#### **16.00 - NORTHERN RESIDENTS TRAVEL DEDUCTION**

The Employer shall provide proper documentation to allow Employees access to all travel benefits under CRA (Canada Revenue Agency) guidelines.

On Behalf of  
CURE Local 787



On Behalf of  
Aquatera Utilities Inc.



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Date: August 15, 2019



Date: August 16, 2019

**SCHEDULE "A"**

Classification	2019(1.9%)			2020 (2%)			2021 (0.6%)			2022 (2%)		
	0-5 yr	5-10 yr	10+ yr	0-5 yr	5-10 yr	10+ yr	0-5 yr	5-10 yr	10+ yr	0-5 yr	5-10 yr	10+ yr
<b>Water/Wastewater Treatment</b>												
Water/Wastewater Operator - Trainee	32.64	33.29	33.96	33.29	33.96	34.64	33.49	34.16	34.85	34.16	34.84	35.55
Water/Wastewater Operator – Level I	33.59	34.26	34.94	34.26	34.94	35.64	34.46	35.15	35.85	35.15	35.86	36.57
Water/Wastewater Operator – Level II	34.49	35.19	35.89	35.18	35.89	36.61	35.39	36.11	36.83	36.10	36.83	37.56
Water/Wastewater Operator – Level III	35.39	36.09	36.82	36.10	36.81	37.55	36.31	37.04	37.78	37.04	37.78	38.53
Water/Wastewater Operator – Level IV	36.33	37.06	37.79	37.05	37.80	38.55	37.28	38.03	38.78	38.02	38.79	39.56
Water/Wastewater Operator – Level V	39.04	39.81	40.62	39.82	40.61	41.43	40.06	40.85	41.68	40.86	41.67	42.51
Water/Wastewater Operator – Level VI	41.70	42.53	43.38	42.53	43.38	44.25	42.79	43.64	44.51	43.64	44.52	45.40
Water/Wastewater Operator – Level VII	45.04	45.94	46.85	45.94	46.86	47.79	46.22	47.14	48.08	47.14	48.08	49.04
Water/Wastewater Operator – Level VIII	49.00	49.98	50.98	49.98	50.98	52.00	50.28	51.29	52.31	51.29	52.31	53.36
Water/Wastewater Lead Technician	52.78	53.84	54.91	53.84	54.92	56.01	54.16	55.25	56.35	55.25	56.36	57.48
<b>Plumber or Millwright &amp; Electrician</b>												
Journeyman	46.63	47.56	48.51	47.56	48.51	49.48	47.85	48.80	49.78	48.80	49.77	50.78
1st Year Apprentice	27.98	28.54	29.11	28.54	29.11	29.70	28.71	29.29	29.87	29.29	29.87	30.47
2nd Year Apprentice	32.64	33.29	33.96	33.29	33.96	34.64	33.49	34.16	34.85	34.16	34.84	35.55
3rd Year Apprentice	37.31	38.05	38.81	38.05	38.81	39.59	38.28	39.04	39.83	39.05	39.82	40.62
4th Year Apprentice	41.96	42.81	43.66	42.80	43.66	44.54	43.06	43.93	44.80	43.92	44.80	45.70
Mechanical Lead	50.41	51.42	52.45	51.42	52.45	53.50	51.73	52.76	53.82	52.76	53.82	54.89
Electrical/Instrumentation and Control System Lead	53.31	54.37	55.46	54.38	55.46	56.57	54.71	55.79	56.91	55.80	56.91	58.05

Classification	2019(1.9%)			2020 (2%)			2021 (0.6%)			2022 (2%)		
	0-5 yr	5-10 yr	10+ yr	0-5 yr	5-10 yr	10+ yr	0-5 yr	5-10 yr	10+ yr	0-5 yr	5-10 yr	10+ yr
Electrical/Instrumentation and Control System Technician	51.49	52.52	53.57	52.52	53.57	54.64	52.83	53.89	54.97	53.89	54.97	56.07
For Dual Certification add \$2.25 per hour (increase in 2022 to \$2.50 per hour)												
<b>Solid Waste – Waste Collection</b>												
Roll Off Truck – Operator I	33.84	34.52	35.21	34.52	35.21	35.91	34.72	35.43	36.13	35.42	36.13	36.85
Roll Off Truck – Operator II	35.33	36.03	36.76	36.04	36.75	37.49	36.25	36.97	37.72	36.98	37.71	38.47
Scale Operator Trainee	26.06	26.97	27.51	26.58	27.51	28.06	26.74	27.68	28.23	27.27	28.23	28.80
Scale Operator I	29.31	30.34	30.94	29.89	30.94	31.56	30.07	31.13	31.74	30.67	31.75	32.38
Scale Operator II	30.52	31.58	32.21	31.13	32.21	32.85	31.32	32.40	33.05	31.94	33.05	33.71
<b>Landfill Operation / Eco Centre</b>												
Solid Waste Operator – Trainee	26.06	26.58	27.12	26.58	27.11	27.66	26.74	27.27	27.82	27.27	27.82	28.38
Solid Waste Operator – Level I	29.31	29.90	30.49	29.89	30.50	31.10	30.07	30.68	31.28	30.67	31.29	31.91
Solid Waste Operator – Level II	30.52	31.13	31.75	31.13	31.75	32.39	31.32	31.94	32.58	31.94	32.58	33.23
Solid Waste Operator – Level III	34.95	35.65	36.37	35.65	36.37	37.10	35.86	36.59	37.32	36.58	37.32	38.06
Solid Waste Operator – Level IV	37.19	37.94	38.70	37.94	38.70	39.48	38.16	38.93	39.71	38.93	39.71	40.51
Solid Waste Leadhand	40.33	41.14	41.96	41.14	41.96	42.80	41.39	42.21	43.06	42.21	43.06	43.92
<b>Distribution and Collection</b>												
Distribution/Collection Maintenance Worker	32.09	32.73	33.38	32.73	33.38	34.05	32.93	33.59	34.25	33.59	34.26	34.94
Distribution/Collection Equipment Operator I, Tandem	32.76	33.41	34.09	33.42	34.08	34.77	33.62	34.29	34.98	34.29	34.97	35.68
Distribution/Collection Equipment Operator II, Vacuum Truck/Flusher Truck	33.84	34.52	35.21	34.52	35.21	35.91	34.72	35.43	36.13	35.42	36.13	36.85
Distribution/Collection Equipment Operator III, Hydrovac/Combo Unit	36.31	37.03	37.76	37.03	37.77	38.52	37.26	38.00	38.75	38.00	38.76	39.53

Classification	2019(1.9%)			2020 (2%)			2021 (0.6%)			2022 (2%)		
	0-5 yr	5-10 yr	10+ yr	0-5 yr	5-10 yr	10+ yr	0-5 yr	5-10 yr	10+ yr	0-5 yr	5-10 yr	10+ yr
Equipment Operator IV, Main Line Video Van, Tandem Trailer Class 1	36.82	37.54	38.58	37.55	38.29	39.35	37.78	38.52	39.59	38.53	39.29	40.38
Distribution/Collection ExOp Trainee (0-500 hrs)	34.96	35.67	36.38	35.66	36.38	37.11	35.88	36.60	37.33	36.59	37.33	38.08
Distribution/Collection ExOpr I (501>2999 hrs)	36.31	37.03	37.76	37.03	37.77	38.52	37.26	38.00	38.75	38.00	38.76	39.53
Distribution/Collection Excavator Operator II (3000-6499 hrs)	38.32	39.09	39.87	39.09	39.87	40.67	39.33	40.11	40.91	40.11	40.91	41.73
Distribution/Collection Excavator Operator III (6500 - 8699 hrs)	40.66	41.47	42.31	41.47	42.30	43.16	41.72	42.56	43.41	42.55	43.41	44.28
At each level of Ex Op, an evaluation must be done fifty (50) hours prior t the next level. If deemed not qualified, a re-evaluation must be performed within the next two hundred fifty (250) hours of operation.												

**Distribution and Collection**

Distribution/Collection Operator – Trainee, Meter Services	32.64	33.29	33.96	33.29	33.96	34.64	33.49	34.16	34.85	34.16	34.84	35.55
Distribution/Collection Operator – Level I	33.59	34.26	34.94	34.26	34.94	35.64	34.46	35.15	35.85	35.15	35.86	36.57
Distribution/Collection Operator – Level II	34.49	35.19	35.89	35.18	35.89	36.61	35.39	36.11	36.83	36.10	36.83	37.56
Distribution/Collection Operator – Level III	35.39	36.09	36.82	36.10	36.81	37.55	36.31	37.04	37.78	37.04	37.78	38.53
Distribution/Collection Operator – Level IV	36.33	37.06	37.79	37.05	37.80	38.55	37.28	38.03	38.78	38.02	38.79	39.56
Distribution/Collection Operator – Level V	39.04	39.81	40.62	39.82	40.61	41.43	40.06	40.85	41.68	40.86	41.67	42.51
Distribution/Collection Operator – Level VI	41.70	42.53	43.38	42.53	43.38	44.25	42.79	43.64	44.51	43.64	44.52	45.40
Distribution/Collection Operator – Level VII	45.04	45.94	46.85	45.94	46.86	47.79	46.22	47.14	48.08	47.14	48.08	49.04
Distribution/Collection Operator Leadhand – Level VIII	49.00	49.98	50.98	49.98	50.98	52.00	50.28	51.29	52.31	51.29	52.31	53.36

Classification	2019(1.9%)			2020 (2%)			2021 (0.6%)			2022 (2%)		
	0-5 yr	5-10 yr	10+ yr	0-5 yr	5-10 yr	10+ yr	0-5 yr	5-10 yr	10+ yr	0-5 yr	5-10 yr	10+ yr
Distribution/Collection Leadhand – Level IV	40.12	40.92	41.74	40.92	41.74	42.57	41.17	41.99	42.83	41.99	42.83	43.69
Distribution/Collection Leadhand – Level V	42.83	43.68	44.56	43.69	44.56	45.45	43.95	44.83	45.72	44.83	45.72	46.64
Distribution/Collection Leadhand – Level VI	45.49	46.40	47.32	46.40	47.32	48.27	46.68	47.61	48.56	47.61	48.56	49.53
Distribution/Collection Leadhand – Level VII	48.83	49.81	50.80	49.81	50.80	51.81	50.11	51.11	52.12	51.11	52.13	53.17
Distribution/Collection Leadhand – Level VIII	52.78	53.84	54.91	53.84	54.92	56.01	54.16	55.25	56.35	55.25	56.36	57.48
On-Call Truck Equipment Operator OT	33.84	34.52	35.21	34.52	35.21	35.91	34.72	35.43	36.13	35.42	36.13	36.85

**Labourers**

Temporary Labourer	29.31			29.89			30.07			30.67		
Experienced Temporary Labourer (>750 hrs)	30.52			31.13			31.32			31.94		
Grandfather Existing Maintenance Workers	32.09	32.73	33.38	32.73	33.38	34.05	32.93	33.59	34.25	33.58	34.26	34.94

Student Labourer start rate of \$19.00 per hour effective 2019

Team Leaders	\$1.75/hr add on pay (\$2.00 in 2022)											
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**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787  
(hereafter referred to as the "Union")**

**AND**

**AQUATERA UTILITIES INC.  
(hereafter referred to as the "Employer")**

**Re: Group Insurance Benefits**

Prior to any Employer initiated changes to the group insurance benefits, the Employer agrees to discuss such contemplated changes with the Union Representatives. This requirement for discussion is understood not to require Union approval for such changes.

The Employer and the Union agree that such discussion will take place through the Benefit Advisory team.

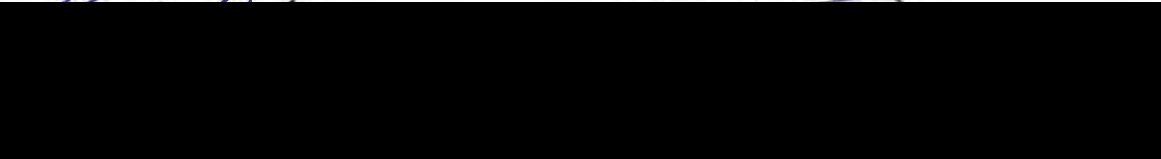
The Employer confirms that the Benefit Advisory team is established whose role will be to:

- Become knowledgeable regarding available option;
- Consider available options and their premium/benefit impact; and
- Provide communication to and from Employees and/or Employee groups

The Labour Relations Committee will serve as the Benefit Advisory Team.

**On Behalf of  
CUPE Local 787**

**On Behalf of  
Aquatera Utilities Inc.**



Date August 15, 2019

Date August 16, 2019

## LETTER OF UNDERSTANDING #2

**BETWEEN**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787  
(hereafter referred to as the "Union")**

**AND**

**AQUATERA UTILITIES INC.  
(hereafter referred to as the "Employer")**

### **Re: Remote Work**

The parties mutually agree that the terms of the Collective Agreement may not be appropriate for circumstances involving out-of-town work (remote work). It is agreed that the affected Employees and Company representatives need a process to negotiate the specifics of each assignment of remote work.

Therefore, the Union and the Company agree to the following process:

1. The purpose of this process is to:
  - a. To maintain the flexibility to establish work/travel arrangements that best address the needs of each out of town assignment;
  - b. To reach mutually beneficial working arrangements for the Company and the Employees.
  
2. Definitions
  - a. Remote work means assigned work located in an area not serviced with Aquatera water. The work in question will generally be of temporary or irregular nature for a municipality or other organization.
  - b. The current service area includes the City of Grande Prairie, the Town of Sexsmith, Town of Wembley and designated areas within the County of Grande Prairie such as West Aqua, Wedgwood and Carriage Lane.
  - c. Future service areas with local management and administration may be established in other parts of Alberta. These worksites would not be considered remote worksites.
  
3. Some Employees have been hired into positions that include "remote" work in the job description or letter of hire. Current Employees hired without a remote work expectation may apply for remote work assignments if they so choose with the understanding that there is no obligation to accept future remote work assignments.

4. The Company and affected Employees will meet on a case-by-case basis prior to the commencement of remote work to prepare a mutually agreed upon Job Specific Work Plan. The Job Specific Work Plan may be used to:
  - a. Identify the reporting structure of the working group and the assignment of a Team Leader where necessary. The Team Leader will co-ordinate the work, deal with any unforeseen issues while on site or out of town;
  - b. Work out travel times and methods;
  - c. Establish compressed hours of work schedules based on eighty (80) hours bi-weekly and permit alternate hours of work schedules that deviate from the provisions of Article 6 to accommodate remote work assignments;
  - d. Ensure there is confirmation that all Employees affected by the work plan agreement understand the terms and conditions of the work;
  - e. Reconsider work plan arrangements if the work requirements change significantly once the remote work begins. The Team Leader will be responsible for meeting with the other Employees and determining if alternate work plan arrangements are required and then contacting Management to discuss revisions.
  
5. Additionally, it is further understood by the parties that the following principles will guide discussions and decisions in these work plan meetings:
  - a. Maximize business travel during regular hours of work and minimize travel time at premium rates or on an Employees off days.
  - b. Use reasonable limits on how long an Employee(s) can work and/or travel in a day (consistent with safety and labour standards).
  - c. Use flexibility in travel times and hours of work to meet work requirements and the personal needs of Employees.
  - d. Accommodate personal emergencies that require Employees to return home prior to the conclusion of the out of town assignment.
  - e. Provide a mechanism to debrief/provide feedback on out of town assignments after their completion for the benefit of Employees, the Company and the Union. The parties agreed to add feedback regarding "out of town work assignments" as a standing item at the monthly Labour Relations Committee Meetings.

- f. Default to the provisions of the main body of this Collective Agreement if agreement between the Company and affected Employees is not achieved for a certain out of town/external contract assignment.
- 6. Copies of Job Specific Work plans shall be submitted to the Union and the HR Manager upon completion.
- 7. Employees who are required to stay overnight at or near remote work sites shall receive seventy-five (\$75) dollars per night out of town bonus.

On Behalf of  
CUPE Local 787,

On Behalf of  
Aquatera Utilities Inc.



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Date August 15, 2019

Date August 16, 2019.

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787  
(hereafter referred to as the "Union")**

**AND**

**AQUATERA UTILITIES INC.  
(hereafter referred to as the "Employer")**

1. The Employer and Union agree that Article 2 of LOU #2, and especially 2(c) shall be taken to include any worksite that is serviced from Grande Prairie, but shall not prevent the Employer from creating any new permanent worksites staffed from their local communities, so long as such worksite is staffed with in scope Employees. Such positions shall be posted and filled as per the Collective Agreement.
2. The Employer and Union agree that while no specific selection process was included in LOU #2 that remote work does tend to include overtime hours, training opportunities and career advancement opportunities, and as such, the Employer will have a process for interested Employees to indicate their interest in remote work, and shall select the qualified applicant with the greatest seniority for the remote work assignment. Nothing in this interpretation shall require the Employer to select Employees that would not be able to complete the job, or select Employees that would require them to send out more staff than the job requires.
3. The Employer and Union agree that where staff are interested in remote work opportunities and do not have the necessary qualifications, that the Employer inform those staff what certifications, training or qualifications that they require, so that they may work towards qualifying for future remote work assignments.

On Behalf of  
CUPE Local 787

On Behalf of  
Aquatera Utilities Inc.



Date August 15, 2019

Date August 16, 2019