

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

	CURRENT LANGUAGE	NEW LANGUAGE
1 - Definitions		1.09 Continuous service means the period of employment commencing on the last date of hire or rehire which is not interrupted by termination, dismissal, resignation or retirement, unless otherwise defined in the collective agreement.
3 – Management Rights	3.01 The Employer retains all rights not otherwise specifically abridged, modified or restricted in this Collective Agreement. Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business as long as that right is not specifically abridged, modified or restricted in this Collective Agreement. Subject to the terms of this Collective Agreement, Employees recognize they are required to follow the lawful instructions of the Employer.	3.01 The Employer retains all rights not otherwise specifically abridged, modified or expressly limited or restricted in this Agreement. Without limiting the generality of the foregoing, the Union acknowledges that it will be the exclusive right of the Employer to operate and manage its business as long as that right is not specifically abridged, modified or restricted in this Agreement. Employees recognize they are required to follow the lawful instructions of the Employer. Subject to the express terms of this Agreement, the Union acknowledges the management rights of the Employer which includes: <ul style="list-style-type: none"> a. Maintaining order, discipline and efficiency, and the right to discipline, suspend and discharge Employees for just cause; b. Making or altering rules, regulations, policies, procedures to be observed by Employees; c. Determining the nature and location of operations and the expansion, curtailment or discontinuance of operations. The scheduling of operations, shifts and rotations; determining job content and quality and quantity standards; determining the levels of

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

		<p>training required; using improved methods, machinery and equipment;</p> <p>d. Determining the nature and type of services to be provided and the methods and techniques of work to provide those services, together with the number of Employees required to perform those services;</p> <p>e. Organizing and re-organizing the work of Employees and services; creating new positions, classifications and work units; declaring positions, classifications or work units redundant; directing, selecting, hiring, promoting, transferring; assigning positions and shifts; scheduling, demoting, classifying and laying off and recalling Employees.</p> <p>3.02 The failure of the Employer to exercise any of its management or other rights is not considered to be an abandonment or waiver of those rights or prevent the Employer from exercising those rights. The question of whether one of these management rights is limited by the other provisions in this collective agreement may be decided by following the grievance and arbitration procedures.</p>
<p>5 – Time Off for Union Business</p>	<p>5.01 Subject to operational requirements, time off for union business will be provided to Employees, without pay, for Chapter meetings, members to attend at renewal collective agreement negotiations with the Employer and attendance at union conventions, seminars, union committee meetings, attendance at union training events and similar events. No more than four (4) Employees will be off work on union business at one time.</p>	<p>5.01(a) Time Off for Union Business</p> <p>Subject to operational requirements, time off for Union business will be granted, without pay, for attendance at Chapter meetings, Union conventions, seminars, Union Committee meetings, attendance at Union training events and similar events. No more than four (4) Employees will be off work on Union business at one time.</p>

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

		<p>5.01(b) Time Off for Negotiations</p> <p>Subject to operational requirements, up to four (4) Employees are entitled to be off work, without pay, for predation and attendance at renewal collective agreement negotiations. Preparation/attendance at negotiations is considered Union business.</p>
7 - Orientation	<p>7.01 The Employer values the importance of new Employee orientations. The Union Steward may meet with a new Employee for up to fifteen (15) minutes and provide a Union orientation package to such new Employee.</p>	<p>7.01 The Employer values the importance of new Employee orientations. The Union Steward/Union Representative may meet with a new Employee for up to fifteen (15) minutes and provide a Union orientation package to the new Employee.</p>
13 – Seniority and Probation	<p>13.01 Employees shall serve a probationary period of three (3) months. The termination of an Employee during the probationary period is not subject to the grievance procedure. The Employer may extend the probationary period by another three (3) months subject to meeting with the Employee and advising the Employee in writing of areas where improvement is required. Unless authorized by the Employer, probationary Employees cannot apply for vacancies until their probationary period is completed.</p>	<p>13.01 Employees shall serve a probationary period of three (3) months. The termination of an Employee during the probationary period may be grieved following the grievance procedures, but such grievance cannot proceed to arbitration. The Employer may extend the probationary period by another three (3) months subject to meeting with the Employee and advising the Employee in writing of areas where improvement is required. Unless authorized by the Employer, probationary Employees cannot apply for vacancies until their probationary period is completed.</p>
14 - Harassment and Discrimination	<p>14.01 The Employer, Union and Employees are committed to having a safe and respectful workplace.</p> <p>14.02 The Employer will not tolerate discrimination in employment on the basis of race, religious beliefs, colour, gender, gender expression, gender identity, physical disability, mental disability, age (18 years or more), ancestry, place of origin, marital status, source of income, family status or sexual orientation. It is not discrimination if there is a bona-fide occupational requirement or when there is any policy, program</p>	<p>14.01 The Employer, Union and Employees are committed to having a safe and respectful workplace.</p> <p>14.02 The Employer will not tolerate discrimination in employment on the basis of race, religious beliefs, colour, gender, gender expression, gender identity, physical disability, mental disability, age (18 years or more), ancestry, place of origin, marital status, source of income, family status or sexual orientation. It is not discrimination if there is a bona-fide occupational</p>

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

<p>or activity whose objective is to improve conditions related to disadvantaged persons. The other exemptions for discrimination in the <i>Alberta Human Rights Act</i> apply.</p> <p>14.03 The Employer, Union and Employees are committed to having a workplace where workplace violence, sexual harassment and harassment are not tolerated.</p> <p>14.04 In this collective agreement, harassment in the workplace is unwelcome verbal or physical conduct related to the grounds of discrimination noted above. It may be a pattern of such conduct. Harassment may cause embarrassment, humiliation and may interfere with a person's performance.</p> <p>14.05 In this collective agreement, sexual harassment in the workplace is behaviour of a sexual nature which occurs from verbal or physical conduct without consent. It may be a pattern of such conduct. Sexual harassment may cause embarrassment, humiliation and may interfere with a person's performance.</p> <p>14.06 An Employee who has a complaint of discrimination, harassment, sexual harassment or workplace violence has a responsibility to document the incident and advise the offender that his or her actions are unacceptable. It is imperative that the alleged offender be made aware that the behaviour or conduct is offensive, and be given the opportunity to cease such behaviour.</p> <p>14.07 If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee will report the incident directly to his or her immediate supervisor, Department Head or the Chief Administrative Officer and an investigation will be conducted by the Employer. In the event</p>	<p>requirement or when there is any policy, program or activity whose objective is to improve conditions related to disadvantaged persons. The other exemptions in for discrimination in the <i>Alberta Human Rights Act</i> apply.</p> <p>14.03 The Employer, Union and Employees are committed to having a workplace where workplace violence, sexual harassment and harassment are not tolerated.</p> <p>14.04 Harassment is vexatious comments or inappropriate conduct or action that is unwelcome verbal or physical offensive conduct which is harmful to an individual related to the grounds of discrimination noted above or which otherwise occurs, where the offender knew or ought to have reasonably known that such conduct was offensive and harmful to another person. It may be a pattern of such conduct or a single incident of such conduct. It may be hostile or other inappropriate conduct which is offensive and intimidating. Harassment may cause embarrassment, humiliation and may interfere with a person's performance, detrimentally affect the work environment or lead to adverse job-related consequences for the complainant.</p> <p>14.05 Sexual harassment in the workplace is objectionable conduct, actions, comments, gestures or the display of offensive materials, of a sexual nature, which occurs from conduct without consent. It may be a pattern of such conduct. Sexual harassment may cause embarrassment, humiliation and may interfere with a person's performance, detrimentally affect the work environment or lead to adverse job-related consequences for the complainant.</p> <p>14.06 Workplace violence is the threatened, attempted or actual conduct of a person which causes or is likely to cause</p>
--	--

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

<p>the investigation supports the complaint, disciplinary action, up to and including discharge, may be taken by the Employer. The Employer shall advise the complainant of the outcome of the investigation.</p> <p>14.08 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of discrimination, harassment, sexual harassment or workplace violence. If an Employee acts in bad faith in making a complaint of discrimination, harassment, sexual harassment or workplace violence, disciplinary action may be taken against such Employee.</p> <p>14.09 All complaints will be dealt with promptly and in a confidential manner.</p> <p>14.10 Consideration is given to the context of an incident related to a respectful workplace, harassment, sexual harassment and workplace violence.</p>	<p>physical or psychological injury or harm, which the individual knew or ought to have known, was not appropriate.</p> <p>14.07. When circumstances permit, the offender should be given the opportunity to cease the inappropriate conduct. The Employee who has a complaint of discrimination, harassment, sexual harassment or workplace violence should document the incident, and where appropriate, should advise the offender that the offender's actions are unacceptable, offensive, harmful, improper or inappropriate.</p> <p>14.08 If an Employee with a complaint is uncomfortable or feels intimidated about confronting the offender, or the offender continues the inappropriate conduct after being advised it is inappropriate, the Employee will report the incident directly to the immediate supervisor, manager, Department Head or the Chief Administrative Officer. The Employee may advise a Union Representative. When circumstances permit, the Union Representative may advise the Employer of the concerns raised by the Employee.</p> <p>14.09 The Employer is to investigate a complaint of discrimination, harassment, sexual harassment or workplace violence. The Employer is to advise the complainant of the outcome of the investigation in writing. In the event the investigation supports the complaint, disciplinary action, up to and including discharge, may be taken by the Employer against the offender.</p> <p>14.10 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of discrimination, harassment, sexual harassment or workplace violence. If an Employee acts in faith in making the</p>
---	--

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

		<p>complaint, disciplinary action may be taken against the Employee, up to and including discharge.</p> <p>14.11 The context and surrounding circumstances are to be considered for incidents related to a respectful workplace, discrimination, harassment, sexual harassment and workplace violence. The seriousness of the inappropriate conduct is considered.</p> <p>14.12 Reasonable measures are to be taken by the Employer and the Union to educate Employees about a respectful workplace, discrimination, harassment, sexual harassment and workplace violence.</p> <p>14.13. The Employer’s investigation into a complaint of discrimination, harassment, sexual harassment or workplace violence does not prohibit an Employee from filing a grievance or filing a complaint with the Alberta Human Rights Commission.</p> <p>14.14 The reasonable conduct of the Employer, supervisors and managers with respect to managing the conduct of Employees is not harassment, sexual harassment, discrimination, workplace violence, unsafe or disrespectful conduct. Employees who allege the conduct of a supervisor or manager is harassment, sexual harassment, discrimination, workplace violence, unsafe or disrespectful conduct may have recourse to the above process in this Article.</p>
<p>17 – Hours of Work</p>	<p>17.01 The work schedules the Employer presently has in effect may be continued. They include some Employees averaging forty (40) regular hours of work over two pay periods and a compressed</p>	<p>17.01: The regular hours of work for Full-Time Employees are indicated below. The regular hours of work for Part-Time Employees are less than those of Full-Time Employees. The hours of work for Temporary and Casual Employees are as</p>

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

	<p>work week of four (4) consecutive days at ten (10) hours per day.</p> <p>17.02 The regular hours of work for Full-Time office Employees at Cold Lake South, Cold Lake North is thirty-five (35) hours of work per week and seven (7) hours of work per day, Monday to Friday. With the consent of the Employer, Employees other than the foregoing may work regular hours of work of seven (7) per day and thirty-five (35) per week on five (5) consecutive days of a week.</p> <p>(a) The foregoing Full-Time Employees may work an alternative schedule of thirty-seven and a half (37 ½) regular hours per week and seven and a half (7 ½) hours per day Monday to Friday, accruing a half hour (30 minutes) each day for an EDO (Earned Day Off) which may be taken approximately every three (3) weeks.</p> <p>17.03 The regular hours of work for Full-Time Employees working at the RCMP Detachment are as specified by the RCMP and include:</p> <p>(a) Thirty-five (35) regular hours of work per week and seven (7) regular hours of work per day; and</p>	<p>assigned by the Employer. Employees are paid for hours worked. The Employer determines the commencement and end times for hours worked Employees.</p> <p>17.02 The hours of work specified shall not be construed as a guarantee of hours of work per day or per week.</p> <p>17.03: It is agreed that operational requirements, service levels, productivity and efficiencies are requirements for Employees working various shift schedules. Assigned hours of work are determined by the Employer.</p> <p>17.04: When urgent work is necessary, or when there are emergencies, accidents or unforeseen or unpreventable circumstances beyond the control of the Employer, Employees may be required to work more than their regular hours of work.</p> <p>17.05: There will be eight (8) hours of rest between shifts.</p> <p>Existing Schedules</p> <p>17.06: The hours of work schedules the Employer presently has in effect may be continued. Present work schedules include some employees averaging forty (40) regular hours of work over several pay periods and a compressed work week of four (4) consecutive days at ten (10) hours per day and other work schedules.</p> <p>Administrative/Office Employees</p> <p>17.07: The regular hours of work for Full-Time administrative or Full-Time office Employees includes:</p>
--	--	--

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

	<p>(b) Forty (40) regular hours of work per week and four (4) days of ten (10) regular hours;</p> <p>(c) Other shifts may be worked as determined by the RCMP.</p> <p>17.04 The regular hours of work for Full-Time Community Peace Officers includes forty (40) hours per week and four (4) ten (10) hour days. Other shifts may be worked.</p> <p>17.05 The regular hours of work for Full-Time Water Treatment Plant Employees includes thirty-six (36) hours worked in a week, followed by forty (40) hours in the next week, followed by forty-four (44) hours in the next week. Other shifts may be worked.</p> <p>17.06 The regular hours of work for Energy Centre Employees are:</p> <p>(a) Eight (8) hours of work per day and forty (40) hours per week;</p> <p>(b) Other shifts may be worked.</p> <p>17.07 The regular hours of work for Casual, Temporary and Summer Seasonal Employees is eight (8) hours per day and forty-four (44) hours per week. Overtime is paid after the regular daily hours worked and the weekly regular hours worked, whichever is greater.</p>	<p>a. Thirty-five (35) hours of work per week, worked on five (5) days Monday to Friday, with seven (7) regular hours of work per day;</p> <p>b. Thirty-seven and a half (37½) regular hours per week worked on five (5) days, Monday to Friday, with seven and a half (7½) regular hours worked per day, accruing a half hour (30 minutes) each day for an EDO (Earned Day Off), which may be taken approximately every three (3) weeks;</p> <p>c. Thirty-five (35) hours of work per week, worked on five (5) days in the week, with seven (7) regular hours of work per day;</p> <p>d. Forty (40) hours of work per week, worked on five (5) days in the week, with eight (8) regular hours per day.</p> <p>RCMP Employees 17.08 The regular hours of work for Full-Time Employees working for the RCMP Detachment are as determined by the Employer in consultation with the RCMP and include:</p> <p>a. Thirty-five (35) regular hours of work per week, worked on five (5) days in the week, with seven (7) regular hours of work per day;</p> <p>b. Forty (40) regular hours of work per week, worked on five (5) days in the week, with 8 regular hours per day;</p>
--	---	---

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

	<p>(a) The regular hours of work for Summer Seasonal Employees who work in the Office is seven (7) hours per day and thirty-five (35) hours per week. Overtime is paid after the regular daily hours worked and the weekly regular hours worked, whichever is greater.</p> <p>17.08 The regular hours of work for Full-Time Employees other than noted above is forty (40) hours per week and eight (8) hours per day on five (5) consecutive days of a week.</p> <p>17.09 Regular hours of work for Full-Time Employees may be averaged over a shift cycle which will not be more than twelve (12) weeks, unless there is approval of the Director of Employment Standards for a longer period. The Union is to be consulted before an application for a variance is made.</p> <p>17.10 The regular hours of work for Part-Time Employees will be less than the regular hours of work for Full-Time Employees.</p> <p>17.11 Employees who work a shift of seven (7) hours or more will receive two (2) fifteen (15) minute paid rest periods, one before the meal break and one after the meal break.</p> <p>17.12 For other than Full-Time Employees who work a shift of more than two (2) hours but less than six (6) hours will be granted one (1) fifteen (15) minute paid rest period at approximately the</p>	<p>c. Forty (40) regular hours of work per week, worked on four (4) days in the week, with ten (10) regular hours per day;</p> <p>d. Rotating schedules of ten (10) hours worked per day following the rotating schedules required by the RCMP.</p> <p>Enforcement Services 17:09 The regular hours of work for Full-Time Community Peace Officers and Full-Time Bylaw Officers includes:</p> <p>a. Forty (40) hours per week, worked on five (5) days in the week, with eight (8) regular hours per day;</p> <p>b. Forty (40) regular hours of work per week, worked on four (4) days in the week, with ten (10) regular hours per day.</p> <p>Water Treatment Plant 17.10 The regular hours of work for Full-Time Water Treatment Plant Employees includes:</p> <p>a. Thirty-six (36) hours worked in a week, followed by forty (40) hours in the next week, followed by forty-four (44) hours in the next week, averaging up to 8 regular hours per day;</p> <p>b. Forty (40) hours per week, worked on five (5) days in the week, with eight (8) regular hours per day.</p> <p>Energy Centre, Recreation & Parks</p>
--	--	---

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

	<p>mid-point of the shift. For other than Full-Time Employees who work five (5) or six (6) consecutive hours, an additional unpaid fifteen (15) minutes rest period can be taken as operations permit and with the approval of the Supervisor.</p> <p>17.13 Employees who work a shift of seven (7) hours or more will be granted an unpaid meal period of up to one (1) hour at approximately the mid-point of the shift.</p> <p>17.14 There will be eight (8) hours of rest between scheduled shifts.</p> <p>17.15 The hours of work specified shall not be construed as a guarantee of hours of work per day or per week.</p> <p>17.16 In addition to the above, the Parties may implement other compressed work week, alternative work week, flexible work week and averaging agreement schedules by mutual agreement in writing between the Employer and the Union. Such schedules may be terminated upon fifteen (15) calendar days' written notice to the other Party.</p> <p>17.17 Employees working a compressed work week, alternative work week, flexible work week and averaging agreement schedules will not suffer any loss or gain in benefits.</p>	<p>17.11 The regular hours of work for Full-Time Energy Centre, Recreation and Parks Employees includes:</p> <ul style="list-style-type: none"> a. Forty (40) regular hours per week, worked on five (5) days in the week, with eight (8) regular hours per day; b. Forty (40) regular hours of work per week, worked on four (4) days in the week, with ten (10) regular hours per day. <p>Public Works & Waste Management</p> <p>17.12 The regular hours of work for Full-Time Public Works and Waste Management Employees includes:</p> <ul style="list-style-type: none"> a. Forty (40) regular hours per week, worked on five (5) days in the week, with eight (8) regular hours per day; b. Forty (40) regular hours per week averaged over the shift cycle; c. Forty (40) regular hours of work per week, worked on four (4) days in the week, with ten (10) regular hours per day. <p>Other Employees</p> <p>17.13 The regular hours of work for Full-Time Employees other than noted above is forty (40) hours per week worked on five (5) days in the week with eight (8) regular hours per day.</p> <p>Casual, Temporary & Seasonal Hours</p>
--	--	--

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

	<p>17.18 Hours of work, compressed work weeks, alternative work weeks, flexible work weeks, averaging agreements and flexible averaging agreements are subject to the operational requirements of the Employer.</p> <p>17.19 Shift schedules and hours of work which are currently in place with the Employer may continue.</p> <p>17.20 Except when urgent work is necessary, there are emergencies, accidents or unforeseen or unpreventable circumstances beyond the control of the Employer, shift schedules may be changed by the Employer with fifteen (15) calendar days of advance notice. If such notice is not given, the Employee receives overtime for the hours worked on the first shift of the changed schedule. Such notice or penalty is not required when the shift schedule change is at the request of the Employee.</p> <p>Averaging Agreements</p> <p>17.21 Hours of work averaging agreements are included and form part of this Collective Agreement (“Averaging Agreements”). Averaging Agreements apply to Full-Time Employees.</p> <p>17.22 The above hours of work includes averaging agreements as contemplated in the <i>Employment Standards Code</i> and Regulations.</p>	<p>17.14 The regular hours of work for Casual, Temporary and Summer Seasonal Employees includes:</p> <p style="padding-left: 40px;">a. Up to forty-four (44) regular hours per week, with up to eight regular hours per day.</p> <p>Other Hours</p> <p>17.15 It is recognized that it may be necessary to assign other hours of work to Employees than those stated in this Article to meet operational requirements or for efficiencies.</p> <p>Notice of Changes In Hours Of Work</p> <p>17.16 Except when urgent work is necessary, there are emergencies, accidents or unforeseen or unpreventable circumstances beyond the control of the Employer, a Full-Time or Part-Time Employee’s hours of work may be changed by the Employer with thirty (30) calendar days of advance notice. If such notice is not given, the Employee receives overtime for the hours worked on the first shift of the changed hours of work. Such notice or penalty is not required when the change in the hours of work is at the request of the Employee</p> <p>17.17At the request of the Employee and the approval of the Employer, changes in an Employee’s hours of work may be made at any time.</p> <p>Flexible, Compressed & Modified Work Weeks</p> <p>17.18 The Employer may implement modified work weeks, flexible work weeks or compressed work weeks to meet operational requirements, to attain service levels or for efficiencies and productivity or when requested by an Employee and approved by the Employer where Employees work up to twelve (12) regular hours per day and forty (40)</p>
--	---	---

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

	<p>17.23 Averaging Agreements can be for a period of up to twelve (12) weeks to average hours of work, overtime pay and time off in lieu of overtime pay, unless the Director of Employment Standards grants a variance for a longer period to the Employer. The Employer is to consult the Union before making an application to the Director for a variance.</p> <p>17.24 While this Collective Agreement is in effect, the Averaging Agreements continue to be in effect.</p> <p>17.25 The scheduled daily hours of work in the Averaging Agreements cannot be more than twelve (12) consecutive hours worked in a day. When there is an accident, unpreventable or unforeseen circumstances beyond the control of the employer or urgent work is necessary, Employees can work more than twelve (12) consecutive hours per day.</p> <p>17.26 The averaging period in the Averaging Agreements is more than one (1) week. The average number of hours per week during the averaging period is thirty-five (35) regular hours for Employees who are scheduled those hours, and forty (40) regular hours for other Employees.</p> <p>(a) Overtime is paid for hours worked beyond the daily regular hours scheduled and an average of thirty-five (35) or forty (40) hours per week, whichever is greater and whichever applies to the Employees.</p>	<p>regular hours per week, averaged over three (3) months. Employees are to be advised one (1) month in advance of the schedule of the hours and days of work, unless the request is made by the Employee and a lesser time period applies. Overtime is paid after the daily scheduled regular hours are worked and after forty (40) hours per week averaged over three (3) months. The Employer may change such schedule on one (1) month of notice to the Employee. If such notice is not given, the Employee is paid at the overtime rate for hours worked on the first shift/day of the changed schedule. Such notice or penalty is not required when the schedule change is at the request of the Employee</p> <p>Averaging Agreements 17.19 In this collective agreement, regular hours of work which are more than seven (7) or eight (8) regular hours per day are averaging agreements.</p> <p>Breaks & Meal Periods 17.20 Employees who work a shift of seven (7) hours or more will receive two (2) fifteen (15) minute paid rest periods, one before the meal break and one after the meal break.</p> <p>17.21 For other than Full-Time Employees who work a shift of more than two (2) hours but less than six (6) hours will be granted one (1) fifteen (15) minute paid rest period at approximately the mid-point of the shift. For other than Full-Time Employees who work five (5) or six (6) consecutive hours, an additional unpaid fifteen (15) minute rest period can be taken as operations permit and with the approval of the Supervisor</p>
--	--	---

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

	<p>(b) Overtime may be banked according to the banked overtime provisions of this Collective Agreement.</p> <p>17.27 The amount of daily overtime hours are to be paid within ten (10) calendar days of the end of the pay period in which they were worked.</p> <p>(a) If the Employee’s weekly overtime hours exceed the daily overtime hours worked which have already been paid, the additional overtime amount is payable within ten (10) calendar days after the end of the pay period in which the averaging period ends.</p> <p>(b) Before the end of an averaging period, if the Averaging Agreement no longer applies to an Employee because the Employee’s employment is terminated or the Employee is otherwise no longer bound by the Averaging Agreement, the Employee’s overtime hours for the averaging period are calculated as if the Employee had worked the remainder of the scheduled shifts in the averaging period.</p> <p>17.28 The shift schedules are to specify the days and hours to be worked for the averaging period.</p> <p>17.29 With two (2) weeks of prior notice, when the shift change is not requested by an Employee, the Employer can temporarily change the shift</p>	<p>17.22 Employees who work a shift of seven (7) hours or more will be granted an unpaid meal period of up to one (1) hour at approximately the mid-point of the shift</p>
--	--	---

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

	<p>schedule. Unless there is an accident, urgent work is necessary or there are unforeseen or unpreventable circumstances, the Employee is paid overtime for those hours which are more than eight (8) in a day which were not set out in the Employee's current schedule.</p> <p>(a) At the request of the Employee and the approval of the Employer, shift schedule changes may be made at anytime.</p> <p>17.30 If an Employee is absent on a scheduled work day in the averaging period, and the Employee works on an unscheduled day to make-up for the hours not worked, the Employee is paid the same regular wages and any overtime, if applicable, as the Employee would have been paid if he or she had worked on the scheduled workday.</p> <p>17.31 The averaging agreement in this Collective Agreement may be cancelled on fifteen (15) calendar days of written notice of one Party to the other.</p> <p>17.32 At anytime the terms of the averaging agreement may be revised or renegotiated by the Parties.</p> <p>Flexible Averaging Agreements</p> <p>17.33 Flexible Averaging Agreements are part of this Collective Agreement. Some of the hours of work in this Collective Agreement are Flexible Averaging Agreements.</p>	
--	---	--

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

17.34	Flexible Averaging Agreements apply to Full-Time Employees.
17.35	As part of this Collective Agreement or when requested by an Employee who regularly works at least thirty-five (35) hours per week and approved by the Employer, a Flexible Averaging Agreement may be entered into.
17.36	Flexible Averaging Agreements are to specify the daily overtime threshold which is not to be more than ten (10) hours in a day.
17.37	The Flexible Average Agreement averaging period can be up to two (2) weeks.
17.38	The shift schedule for the averaging period for a Flexible Averaging Agreement is to show the days and hours of work.
17.39	In the Flexible Averaging Agreements, flexible time means time worked in excess of the daily scheduled hours of work which are not overtime hours. The Employee can work up to ten (10) hours in a day.
17.40	In the Flexible Averaging Agreements, the weekly hours of work are up to (forty) 40 hours, or an average of thirty-five (35) or forty (40) hours per week over a two (2) week period, whichever applies.

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

	<p>17.41</p> <p>When the Employee works flexible time, the Employer is required to provide the Employee with time off at the regular rate of pay.</p> <p>(a) The time off with pay has to be taken before the end of the next averaging period. The hours can be worked in the current flexible averaging period and have to be taken before the end of the following averaging period.</p> <p>(b) If the flexible time off is not provided as above, the Employer is required to pay the Employee the time owed at the Employee's regular rate.</p> <p>17.42</p> <p>An Employee is entitled to overtime in the Flexible Averaging Agreement when more than ten (10) hours in a day is worked.</p> <p>(a) An Employee is entitled to overtime in the Flexible Averaging Agreement when more than thirty-five (35) or forty (40) hours are worked in a week, whichever applies, or when the averaging period is two (2) weeks when more than an average of thirty-five (35) or forty (40) hours per week is worked, whichever is applicable.</p> <p>(b) The Flexible Averaging Agreement Employee is entitled to the greater of the daily or weekly overtime hours.</p>	
--	--	--

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

	<p>(c) The amount of daily overtime hours in the Flexible Averaging Agreement are to be paid within ten (10) calendar days of the end of the pay period in which they were worked.</p> <p>(d) If the Flexible Averaging Agreement Employee's weekly overtime hours exceed the daily overtime hours worked and already paid, the additional overtime amount is payable within ten (10) calendar days after the end of the pay period in which the averaging period ends.</p> <p>17.43 When an Employee's employment ends before the flexible averaging period ends or the Employee is no longer bound by the Flexible Averaging Agreement, the entitlement to overtime is calculated as if the Employee had worked the rest of the scheduled shifts in the averaging period.</p> <p>17.44 Under the Flexible Averaging Agreements, time off instead of overtime pay may be taken.</p> <p>(a) Time off in lieu of overtime pay is one and a half (1.5) hours for each overtime hour worked, to be taken at a time the Employee could have worked.</p>	
--	---	--

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

	<p>(b) If time off in lieu of overtime pay is not taken, the banked overtime is paid out at the overtime rate (at 1.5 x regular pay).</p> <p>(c) Banked overtime in the Flexible Averaging Agreements is according to the banked overtime provisions in this Collective Agreement.</p> <p>17.45 The Flexible Averaging Agreement may be cancelled on fifteen (15) calendar days of notice by one Party to the other.</p> <p>17.46 At anytime the Parties can renegotiate the Flexible Averaging Agreements, including the cancellation of them.</p>													
<p>21 – General Holidays</p>	<p>21.01 The following are the general holidays recognized by the Employer:</p> <table border="0"> <tr> <td>New Year's Day</td> <td>Labour Day</td> </tr> <tr> <td>Family Day</td> <td>Thanksgiving Day</td> </tr> <tr> <td>Good Friday</td> <td>Remembrance Day</td> </tr> <tr> <td>Easter Monday</td> <td>Christmas Day</td> </tr> <tr> <td>Victoria Day</td> <td>Boxing Day</td> </tr> <tr> <td>Canada Day</td> <td>Civic Holiday (First Monday in August)</td> </tr> </table>	New Year's Day	Labour Day	Family Day	Thanksgiving Day	Good Friday	Remembrance Day	Easter Monday	Christmas Day	Victoria Day	Boxing Day	Canada Day	Civic Holiday (First Monday in August)	<p>21.01 The following are the general holidays recognized by the Employer:</p> <ol style="list-style-type: none"> 1. New Year's Day, 2. Family Day, 3. Good Friday, 4. Easter Monday, 5. Victoria Day, 6. Canada Day, 7. Civic Holiday (First Monday in August) 8. Labour Day, 9. National Day For Truth and Reconciliation (September 30th). 10. Thanksgiving Day, 11. Remembrance Day, 12. Christmas Day, 13. Boxing Day.
New Year's Day	Labour Day													
Family Day	Thanksgiving Day													
Good Friday	Remembrance Day													
Easter Monday	Christmas Day													
Victoria Day	Boxing Day													
Canada Day	Civic Holiday (First Monday in August)													

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

		<p>NEW 21.01(b)</p> <p>The Employer recognizes all general holidays proclaimed to be a statutory holiday by the Employer or the Province of Alberta.</p> <p>NEW Article 21.07</p> <p>Employees are not entitled to general holiday pay after being off work for 30 days or more on an unpaid leave of absence or when receiving disability benefits, WCB benefits or when receiving Employment Insurance.</p> <p>NEW Article 21.08</p> <p>Employees who work compressed work weeks and flexible schedules who are eligible for general holiday pay are paid the average daily hours of the Employee for the general holiday. The average daily hours are determined by calculating the regular hours worked in the 4 weeks prior to the general holiday divided by the number of days worked in that 4 week period. Time off in lieu of overtime pay which is taken during such 4 week period is considered regular hours worked.</p>
<p>23 – Sick Leave</p>	<p>23.02 Accrued sick leave may be used when an Employee is off work ill, or for medical, dental and optical appointments.</p> <p>23.08 Sick leave does not accrue when an Employee is on an unpaid leave of absence of thirty (30) days or more or when the Employee is receiving short-term disability</p>	<p>23.02 Accrued sick leave may be used when an Employee is off work sick, or for medical, dental and optical appointments.</p> <p>23.08 Sick leave does not accrue when an Employee is on an unpaid leave of absence of thirty (30) days or more or when the Employee is receiving short-term disability benefits (weekly</p>

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

	benefits (weekly indemnity) or long-term disability benefits.	indemnity) or long-term disability benefits or Employment Insurance.
31 – Training and Development		31.11 For Employees who work a compressed work week or flexible schedule and who are eligible for training/courses, the day of pay paid to the Employee for training/courses is the average of the regular wages paid to the Employee on the days worked in the three (3) months prior to the training/course.
34 – Maternity/ Parental/Adoption Leave	34.03 Maternity leave may be commenced at any time twelve (12) weeks before the estimated date of delivery. An Employee taking maternity leave shall give the Employer six (6) weeks written notice of the date she intends to begin maternity leave, unless the Employee suffers from pregnancy related complications and she provides the Employer with a medical certificate indicating the estimated date of delivery and that she is not able to work due to medical conditions related to the pregnancy. An Employee on maternity leave must give the Employer at least four (4) weeks written notice of the date she is returning to work. When a pregnancy interferes with the performance of an Employee's duties, or the Employer has concerns for the Employee's health or safety, the Employer may assign the pregnant Employee to another job at no loss of pay or give the Employee notice in writing that she is required to commence maternity leave.	34.03 Maternity leave may be commenced at any time twelve (12) weeks before the estimated date of delivery. Employees taking maternity leave shall give the Employer six (6) weeks written notice of the date they intend to begin maternity leave, unless the Employee has pregnancy related complications and provides the Employer with a medical certificate indicating the estimated date of delivery and is not able to work due to medical conditions related to the pregnancy. Employees on maternity leave must give the Employer at least four (4) weeks written notice of the date they are returning to work. When a pregnancy interferes with the performance of an Employee's duties, reasonable accommodation occurs based on the information from a health care provider, which may include transferring the Employee to another job with no loss in pay.
35 - Leaves	35.03 Bereavement Leave Full-Time and Part-Time Employees bereavement leave is up to three (3) days with pay for the death of an	35.03 Bereavement Leave Full-Time and Part-Time Employees are entitled bereavement leave of up to four (4) days with pay for the death of an immediate

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

	<p>immediate family member, and up to five (5) days if the Full-Time or Part-Time Employee has to travel more than three hundred (300) kilometres to attend the memorial service or funeral.</p>	<p>family member, and up to six (6) days with pay if the Full-Time or Part-Time Employee has to travel more than three-hundred (300) kilometers to attend a memorial service or funeral.</p>
<p>37 – Safety Committee</p>	<p>37.02 A Safety Committee will be established within one month of signing of this Collective Agreement. The Safety Committee will consist of three (3) Employer representatives and four (4) Employee representatives.</p> <p>37.05 Employee members of the Safety Committee will not suffer loss of pay for attending a Safety Committee meeting. Pay for Employee members of the Safety Committee will be at the straight time rate.</p>	<p>37.02 A Safety Committee will be established and maintained. The Safety Committee will consist of at least 3 Employer representatives and an equal or greater number of Employee representatives.</p> <p>37.05 Employee members of the Safety Committee will not suffer loss of pay for attending a Safety Committee meeting. Pay for Employee members of the Safety Committee will be at the applicable rate.</p>
<p>38 – Safety Wear</p>		<p>NEW Article 38.02(a)(ii)</p> <p>Water Treatment Plant Employees required to wear safety boots receive an additional safety boot allowance of up to two-hundred dollars (\$200.00), including GST, once per calendar year, when required to have one (1) pair of safety boots for non-wastewater work and one (1) pair of safety boots for wastewater work, which are CSA approved. In such event, the maximum entitlement is up to four-hundred dollars (\$400.00) per calendar year for such Water Treatment Plant Employees.</p>
<p>39 – Benefits</p>	<p>39.06 The Employer presently has group benefits with the AMSC Insurance Services Ltd. (AMSC), a subsidiary of the Alberta Urban Municipalities Association. The group benefit coverage for eligible Employees is:</p>	<p>39.06 The Employer presently has group benefits with the AMSC Insurance Services Ltd. (AMSC), a subsidiary of the Alberta Municipalities. The group benefit coverage for eligible Employees is:</p>

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

	<ul style="list-style-type: none"> (a) Basic life insurance: two times annual salary; (b) Dependent life insurance: \$10,000 for spouse, \$5,000 for a child; (c) Accidental death and dismemberment: two times annual salary; (d) Short-term disability: 66 2/3 non-taxable benefit of basic weekly pre-disability earnings to a maximum weekly amount of \$750 per week; (e) Long-term disability: 66 2/3 non-taxable benefit of basic monthly pre-disability earnings to a maximum monthly amount of \$4,500; (f) Employee Assistance Program; (g) Extended health care: 100% reimbursement for reasonable and customary eligible expenses, (h) Vision Care: \$250 once every two years; (i) Dental: 100% reimbursement basic and diagnostic, 100% reimbursement for dentures, 50% for orthodontics and 80% for major restorative, with a maximum \$2,500 per calendar year per insured person for all coverage combined excluding orthodontics. Orthodontics is a lifetime maximum of \$2,500. 	<ul style="list-style-type: none"> (a) Basic life insurance: two times annual salary; (b) Dependent life insurance: \$10,000 for spouse, \$5,000 for a child; (c) Accidental death and dismemberment: two times annual salary; (d) Short-term disability: 66 2/3 non-taxable benefit of basic weekly pre-disability earnings to a maximum weekly amount of \$750 per week; (e) Long-term disability: 66 2/3 non-taxable benefit of basic monthly pre-disability earnings to a maximum monthly amount of \$4,500; (f) Employee Assistance Program; (g) Extended health care: 100% reimbursement for reasonable and customary eligible expenses, (h) Vision Care: \$250 once every two years; (i) Dental: 100% reimbursement basic and diagnostic, 100% reimbursement for dentures, 50% for orthodontics and 80% for major restorative, with a maximum \$2,500 per calendar year per insured person for all coverage combined excluding orthodontics. Orthodontics is a lifetime maximum of \$2,500.
--	---	---

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

<p>40 – Health and Wellness</p>	<p>40.01</p>	<p>Each calendar year, the Employer shall provide a Full-Time Employee who has been employed with the Employer for at least one year, an eight hundred dollar (\$800.00) Health and Wellness Account. Each calendar year, the Employer shall provide a Part-Time Employee who has been with the Employer for at least one year, a four hundred dollar (\$400.00) Health and Wellness Account. Receipts have to be provided to the Employer before Health and Wellness Account monies are advanced to Full-Time and Part-Time Employees from the Account.</p> <p>The Health and Wellness Account may be used for anything related to:</p> <ul style="list-style-type: none"> (a) Sports activities; (b) Gym or recreation memberships; (c) Exercise and fitness equipment; (d) Quitting smoking; (e) Nutrition; (f) Weight loss; (g) Activities which enhance health or wellness of Employees; (h) Any medical, dental or health costs, medical or appointment notes/certificates; and 	<p>Effective January 1, 2023, each calendar year, the Employer shall provide a Full-Time Employee who has been employed with the Employer for at least one year, one thousand dollar (\$1000.00) Health and Wellness Account. Effective January 1, 2023, each calendar year, the Employer shall provide a Part-Time Employee who has been with the Employer for at least one year, a five hundred dollar (\$500.00) Health and Wellness Account. Receipts have to be provided to the Employer before Health and Wellness Account monies are advanced to Full-Time and Part-Time Employees from the Account.</p> <p>The Health and Wellness Account may be used for anything related to:</p> <ul style="list-style-type: none"> (a) Sports activities; (b) Gym or recreation memberships; (c) Exercise and fitness equipment; (d) Quitting smoking; (e) Nutrition; (f) Weight loss; (g) Activities which enhance health or wellness of Employees; (h) Any medical, dental or health costs, medical or appointment notes/certificates; and (i) RRSP.
--	--------------	---	---

AUPE/CITY OF COLD LAKE LOCAL 118/016 TENTATIVE AGREEMENT COMPARISON

	(i) RRSP.	
43 - Payroll		43.0 When it is discovered that a current Employee has been underpaid wages, the Employer is to correct the error and pay the Employee the wages owed.