

COLLECTIVE AGREEMENT

BETWEEN

THE TOWN OF FORT MACLEOD



– AND –

CANADIAN UNION OF PUBLIC EMPLOYEES
***CUPE* Local 70**

January 1, 2022 to December 31, 2022

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COLLECTIVE AGREEMENT

BETWEEN

THE TOWN OF FORT MACLEOD
(Hereinafter called "Employer")

PARTY OF THE FIRST PART

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 70
(Hereinafter called "The Union")

PARTY OF THE SECOND PART

PREAMBLE

- (a) The purpose of this Agreement is to maintain a harmonious and cooperative relationship between the Employer and the Employees members of the Union.
- (b) To provide an amicable method of settling any differences or grievances which may arise between the Employer and the Employees.
- (c) To promote the mutual interest of the Employer and the Employees.
- (d) To provide for the operation of the Employer coming within the scope of this Agreement any methods which will further, to the fullest possible extent, the safety and welfare of the Employees, and the economy and operation and protection of the property and welfare of the public.

ARTICLE 1 – INTERPRETATION

1.01 In this Agreement:

- (a) Employees shall mean any Employee of the Employer for whom the Union has been certified as the Bargaining Agent or for whom the Union has attained the status of Bargaining Agent through voluntary recognition.
- (b) Employer shall be defined as The Town of Fort Macleod.
- (c) Union shall be defined as Local 70 of the Canadian Union of Public Employees.
- (d) Where the plural form is used in this Agreement, it shall have the same meaning as the singular form.
- (e) Permanent Employee is an Employee who has filled a permanent position and has successfully completed the probationary period.

- (f) Term Employee is an Employee who is hired for a pre-determined period not to exceed ten (10) months or not to exceed twenty-four (24) months when the Employee is replacing someone on legislated leave or Long-Term Disability. They shall not be considered part of the regular work force.

All rights of this Collective Agreement will apply to Term Employees, except the rights to earn seniority or apply the Grievance Procedure.

- (g) Casual Employee is an Employee who is hired for an indeterminate length of time and works on an "as needed" basis. They shall not be considered a part of the regular work force; however, this shall not prevent a Casual Employee from consideration for permanent employment.
- (h) Seasonal Employee is an Employee who is hired for a regularly scheduled position for a determinate period of time not to exceed six (6) months. Such time period may be extended by mutual agreement between the Employer and the Union, up to a maximum of ten (10) months. Seasonal Employees will not be considered part of the regular work force; however, this will not prevent a Seasonal Employee from consideration for permanent employment.
- (i) Permanent Full-time Employee is an Employee who is scheduled to work on a continuing basis for a standard workday, week, or a month. Permanent Full-time Employees are entitled to all of the provisions of the Collective Agreement.
- (j) Permanent Part-time Employee is an Employee who is scheduled to work on a continuing basis for less than thirty-five (35) hours on a bi-weekly basis. Permanent Part-time Employees are entitled to all of the provisions of the Collective Agreement except where otherwise stated. These provisions shall be pro-rated where applicable.
- (k) Probationary Period is the first six (6) months of employment during which the Employer assesses all newly hired Employees for ability and for continued employment. There shall only be one (1) period of probation served by an Employee during an unbroken period of service. During the probationary period, the Employer has the sole right to terminate the employment of a Probationary Employee and such termination shall be subject to grievance only up to Step 1 of the Grievance Procedure. The Employee's Supervisor will provide monthly progress reports to the appropriate Director regarding the Probationary Employee's performance. A review of a Probationary Employee's progress shall be conducted at approximately the mid-point of the probationary period with the Employee, the Employee's Supervisor and Director. The Employee shall be advised, in writing, of the results of the review.

Probation may be extended for three (3) months by mutual agreement with the Union and the Employee providing a progress review has been completed at the mid-point of the probation period.

Where a progress review has not been completed at the mid-point of the probation period, any termination beyond five (5) months of employment, shall be subject to the full grievance process.

ARTICLE 2 – UNION RECOGNITION AND MEMBERSHIP

- 2.01 The Employer recognizes the Union as the sole Bargaining Agent for all Employees specified in this Agreement.
- 2.02 The Employer agrees not to bargain collectively with any other labour organization affecting Employees covered by this Agreement during the life of it.
- 2.03 No Employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages, or conditions during the term of this Agreement except as specifically provided for in this Agreement.
- 2.04 The Employer shall allow a maximum of five (5) Employees Leave with pay for purposes of attending collective bargaining negotiations when such negotiations are held during regular hours. Such time will be with pay and the Union will be billed for those hours incurred by two (2) of the five (5) Employees attending the collective bargaining.
- 2.05 The Employer is hereby authorized and agrees to deduct the regular monthly Union membership dues from the wages of all Employees covered by this Agreement. Should the Union request in writing, the Employer will also deduct the initiation fees, not to exceed one month's Union dues. Such deductions shall be made bi-weekly and submitted to the Union not later than ten (10) working days following such deduction accompanied by a list of names of Employees from whom deductions were made, and of the amount of the deduction from each person.
- 2.06 All new Employees will be allowed up to a fifteen (15) minute meeting with the Union for the purpose of orientation. The Employer agrees to inform the new Employees that a Union agreement and dues check-off are in effect.
- 2.07 Labour / Management Committee:
The Committee shall consist of up to three (3) appointed Union Representatives, one of whom shall be Chairperson and one of whom shall be Vice-Chairperson and three (3) appointed Management Representatives, one of whom shall be Chairperson and one of whom shall be Vice-Chairperson. The numbers may be reduced or increased by mutual consent.
Chairing the Committee will be rotated between both Parties.

The Union and the Employer shall be duly notified in writing as to names of the Representatives or alternates selected.

The Committee shall concern itself with matters of the following nature:

- (a) Improvement of Employee-Employer relations.
- (b) Other issues and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.
- (c) Any other areas of discussion mutually agreed between the Parties.

Meetings shall be held at mutually agreeable times decided by the Chief Administrative Officer and the Union President. Both Parties will endeavour to exchange agenda items prior to the meeting but this does not preclude either Party from adding matters to the Agenda.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Employer reserves all rights not specifically restricted in this Collective Agreement.
- 3.02 Without restricting the generality of the foregoing, it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
 - (a) Maintain order, discipline, efficiency, and to make, alter, and enforce, from time-to-time, rules, and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement.
 - (b) Direct the working force and to create new positions and to determine the number of Employees, if any, needed from time-to-time in any position, and to determine whether or not a position will be continued or declared redundant.
 - (c) Hire, promote, classify, lay-off and re-call Employees.
 - (d) Demote, discipline, suspend or discharge for just and reasonable cause; and
 - (e) Recruit volunteers as required to assist with certain components of operation. Volunteers will not displace any bargaining unit Employees or perform a bargaining unit Employee's regular duty.
- 3.03 The Employer agrees to be fair and reasonable in the application, administration, and operation of this Collective Agreement.

ARTICLE 4 – HOURS OF WORK AND POSTING OF SHIFTS

4.01 The regular working hours shall not exceed eight (8) hours per day, or more than forty (40) hours per week for Outside Employees or seven (7) hours per day or more than thirty-five (35) hours per week for Inside Employees.

4.02 Employees who are requested to work a portion of their regular hour lunch period as detailed herein, or by notice of shift, shall be paid at the rate of one and one-half times (1½x) their regular rate of pay for the actual time worked, unless regular lunch hour is taken earlier or later than the prescribed time.

4.03 Direct Responsible Charge (DRC):

When required, an Employee shall have their time coded as Direct Responsible Charge (DRC) as it meets the requirements for the Alberta Environments Certification process.

4.04 Rest Periods:

All Employees shall be permitted two (2) fifteen-minute paid rest breaks in each shift.

4.05 Reporting Pay Guarantee:

An Employee reporting for work on their regular schedule of work shall be paid their regular rate of pay for the entire period of work, with a minimum of three (3) hours pay.

4.06 Compressed Workweek:

Upon mutual agreement between the Employer and the Union, a compressed workweek may be implemented.

4.07 Outside Employees:

- (a) An Employee working five (5) days or a forty (40) hour week, wherein such work is performed on a Saturday or Sunday, shall receive two (2) consecutive days off immediately following the forty (40) hour period so worked.
- (b) The regular working time for Employees other than those posted to a specific shift shall be from 7:00 a.m. to 4:00 p.m. including one (1) hour off for lunch.
- (c) The Employer may post shifts for Employees required to work hours other than those shown in Article 4.07(b). These shifts shall be implemented by placing a notice on the workplace notice board outlining the condition of the shift work, the times to be worked and provide the Employee at least three (3) business days' notice prior to the shift commencing. The posted shift will consist of a work period of not more than forty (40) hours and ensure

an Employee will be required to work no more than two (2) consecutive forty (40) hour work periods, which would include a Saturday and Sunday.

In cases of emergency, it shall only be necessary to provide twenty-four (24) hours' notice of change.

4.08 Inside Employees:

- (a) Standard hours of work for all Inside Employees shall be seven (7) hours per day or thirty-five (35) hours per week including one (1) unpaid hour off for lunch and shall be between 8:00 a.m. and 5:00 p.m.
- (b) Notwithstanding the above, a compressed workweek shall have a regular schedule consisting of more than seven (7) hours per day, Monday through Friday. The Employee shall work thirty-five (35) hours per week in fewer days with more consecutive days off in a fourteen (14) day rotation.
- (c) On a designated paid holiday, the Employee shall receive Statutory/General Holiday Pay for seven (7) hours. The fourteen (14) day rotation shall be adjusted to accommodate their hours, so the Statutory/General Holiday does not become an adverse factor in scheduling.

4.09 Seasonal and Casual Employees:

Hours of work shall be scheduled as needed. All premium pay shall be applicable to Seasonal and Casual Employees.

4.10 Library Employees:

- (a) The standard hours of work for Library Employees are seven (7) hours per day or thirty-five (35) hours per week.
- (b) Employees working in the library will be scheduled for a straight eight (8) hour shift. As the nature of the work may not permit lunch hours, the Employee may take a paid one-half hour meal break as work permits.

4.11 Planning and Development Officer:

- (a) The standard hours of work for the Planning and Development Officer are seven (7) hours per day or thirty-five (35) hours per week Monday to Friday. However, the schedule may be flexed with the approval of the Chief Administrative Officer.
- (b) Notwithstanding the above, the flexing of hours is not meant to avoid payment of overtime. Any meetings scheduled outside the normal hours of work shall be paid as per Article 7: Overtime and Banked Time.

4.12 Community Peace Officer:

The standard hours of work for the Community Peace Officer(s) are eight (8) hours per day or forty (40) hours per week Monday to Friday. However, as the nature of the work may not permit regularly scheduled hours, the hours may be flexed during the forty (40) hour period to accommodate the unusual nature of the work with the approval of the Chief Administrative Officer.

4.13 Bylaw Enforcement Officer:

The standard hours of work for the Bylaw Enforcement Officer are seven (7) hours per day or thirty-five (35) hours per week Monday to Friday. However, as the nature of the work may not permit regularly scheduled hours, the hours may be flexed during the thirty-five (35) hour period to accommodate the unusual nature of the work with the approval of the Chief Administrative Officer.

4.14 Plants:

A schedule of rotation of weekends for checking the Plants will be set up for the Employees who are involved in this work.

4.15 Shift Differential:

Employees required to work a regular shift on Saturdays, Sundays and Statutory/ General holidays shall be paid at the rate of one hundred ten percent (110%) of their regular rates of pay for all hours worked on those days. Employees scheduled to work other than between the hours of 7:00 a.m. to 5:00 p.m., shall be paid at the rate of one hundred ten percent (110%) of their regular rates of pay for each shift worked when so employed. There shall be no pyramiding of the premium paid pursuant to this Clause.

4.16 Arena Employees:

- (a) Prior to Arena start up, the Foreman will prepare a shift schedule for the arena staff. Shifts will be scheduled for a minimum of four (4) weeks at a time, with subsequent schedules issued two (2) weeks prior to the completion of the existing schedule. For any changes to the arena shift schedule where three (3) days' notice cannot be provided, the provisions of Article 5 shall apply for the first three (3) days.
- (b) Employees shall be paid overtime as specified in the Collective Agreement for any additional days, hours, or parts of hours worked that are not on the schedule. Article 4.01 shall apply, except the weekly hours may vary but in no case shall exceed forty-eight (48) hours without scheduled days off.
- (c) An Employee's regular pay shall be averaged to provide for bi-weekly earning based on eight (80) hours straight time, plus applicable overtime and/or Standby.

- (d) The Standby provisions and payments as specified in Article 7.07, shall apply.
- (e) Employees working in the arena will be scheduled for a straight eight (8) hour shift. As the nature of the work does not permit lunch hours, Employees may take a paid one-half (1/2) hour meal break as work permits. Article 4.02 does not apply.
- (f) Every effort will be made to provide these Employees with an equal amount of Statutory/General Holidays off.

ARTICLE 5 – CHANGE OF WORK

- 5.01 Any Employee who is required to temporarily assume the duties of another Employee absent on ordinary Leave such as sickness and holidays wherein such a position carries a lesser rate of pay, this Employee's rate of pay shall not be reduced, provided the period does not exceed thirteen (13) weeks.
- 5.02 Except in the case of Temporary Foreman as covered in Article 5.03, Employees assigned to relieve in a higher rated position, for periods not to exceed fifteen (15) working days shall be made on the basis of those having the greatest seniority, and the necessary ability to perform the assignment. An Employee must work a minimum of one (1) hour in the higher rated position to receive the higher rate of pay.

Where a position is for longer than fifteen (15) working days, it shall be posted as per Article 11.06. Upon expiration of the time limit as set out in the posting, the Employee(s) shall revert to their former positions.

No replacement will take place for the Leadhand when they are assigned to the Foreman Position. The Leadhand position will only be compensated at the Foreman rate when the Foreman is absent for one (1) or more consecutive days.

- 5.03 When an Employee is requested by the Employer to relieve in a position as a temporary Foreman, and agrees, the Employee shall receive written confirmation of such appointment prior to assuming the duties, or as soon as possible thereafter. Said Employees shall be paid at the Foreman rate for all hours worked. During any period of relief, the Employees shall remain under the provisions of the Collective Agreement.

Appointments of this type are at the sole discretion of the Employer and may be applied without consideration of seniority.

ARTICLE 6 – PAY DAYS

6.01 All Employees shall be paid every second Friday, provided that if such date be a Statutory/General Holiday, payment shall be made on the last working day prior to such Statutory/General Holiday.

6.02 Any changes to an Employee's timesheet must be initialled by the affected Employee and their Supervisor.

6.03 Employees will be paid bi-weekly with a one (1) week holdback of wages.

6.04 Overpayment of Wages and/or Entitlements:

Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employees, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earning per pay period.

6.05 Underpayment of Wages and/or Entitlements

Should the Employer issue an Employee an underpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that there is an underpayment.

If the underpayment is less than ten percent (10%) of the Employee's biweekly gross earnings, the Employer shall correct the error on the next pay to the Employee. If the underpayment is greater than ten percent (10%) of gross biweekly earnings then the Employer shall, within two (2) business days of becoming aware of the underpayment, provide the Employee with the amount of the underpayment.

ARTICLE 7 – OVERTIME AND BANKED TIME

7.01 Overtime must be approved by the Employer prior to such overtime being worked. All approved hours worked outside the regular working time shall be considered overtime. If circumstances prevent such preapproval, such overtime must be approved by the Foreman and communicated as soon as possible to the appropriate Director.

(a) Outside Employees shall be paid at the regular rate of pay up to eight (8) hours per day, after which pay will be at the rate of one and one-half times

(1½x) for the first two (2) hours after the expiration of the regular shift, and double time (2x) thereafter.

- (b) Inside Employees shall be paid at the regular rate of pay up to seven (7) hours per day, after which pay will be at the rate of one and one-half times (1½x) for the first two (2) hours after the expiration of the regular shift and double time (2x) thereafter.

7.02 No Employees shall be required to take time off in lieu of overtime; however, it shall be permissible to bank time up to a maximum of eighty (80) hours for Outside Workers and seventy (70) hours for Inside Workers at the applicable overtime rates. The use of time off must be mutually agreeable between the Employee and their Supervisor. Employees shall be permitted to carry over up to a maximum of forty (40) hours of banked time for Outside Workers and thirty-five (35) hours of banked time for Inside Workers into the next year.

7.03 In cases where overtime is necessary, the Employer agrees to distribute such overtime as equitably as practical, having due regard for the ability of the Employee in the job required.

7.04 A minimum pay-out of double time (2x) for two (2) hours shall be paid for call-outs including but not limited to meetings outside of scheduled work hours at the Employers request. Call-outs within two (2) hours of each other shall be considered as one (1) call-out for the purposes of calculating pay for an Employee called out.

7.05 Employees required to work on their regular scheduled days off will be paid double time (2x) their regular hourly rate of pay for all hours worked.

7.06 Any Employee who is not available on an emergency call out will not be disciplined or held responsible, unless said Employee is paid Standby.

7.07 Standby:

It is agreed that negotiated increases for each year of the Agreement shall be applied to all Standby rates of pay.

- (a) Employees required to be available for work on a Standby basis shall receive, per full calendar day or part thereof for Saturdays, Sundays and/or Statutory/General Holidays:

January 1, 2022 (+1%)	\$78.54
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- (b) Employees required to be available for work on a Standby basis shall receive per full calendar day or part thereof for a regular working day:

January 1, 2022 (+1%)	\$42.20
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ARTICLE 8 – STATUTORY/GENERAL HOLIDAYS

8.01 The following shall be considered Statutory/General Holidays:

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

One Personal Day [see Article 8.08]

and all General holidays proclaimed by The Town of Fort Macleod, the Province of Alberta, or the Government of Canada.

No reduction in wages and salaries of any Employee shall be made on account of the above-named holidays occurring during regular work periods. In order to qualify for payment or regular wages on such holidays an Employee must have twenty (20) paid working days prior to the holiday and have worked the last scheduled working day prior to the holiday, and the first regular scheduled day following the holiday, unless the Employee was absent due to illness or approved Leave of Absence.

- 8.02 If a Statutory/General or declared holiday falls on a Permanent Full-time Employee's Day off, they shall be entitled to an extra day's pay at their regular rate of pay for same or given a day off with pay. If a Statutory/General or declared holiday falls on a Saturday and/or Sunday, the Employee will be given a day or days off in lieu thereof in the following week.
- 8.03 If a Statutory/General or declared holiday falls on a Permanent Full-time Employee's regular working period and they works, they shall be paid at double time (2x) their regular hourly rate of pay, as covered by this Agreement, for each hour worked in addition to their normal pay for the day, or they shall have two (2) days off with pay at their regular rate of pay in lieu of the holiday worked and such time will be at the option of the Employer.
- 8.04 A Permanent Part-time Employee who works on a Statutory/General Holiday shall be paid two times (2x) their regular rate of pay for all hours worked and Statutory/General Holiday pay based on the Employee's regular rate of pay for the hours regularly scheduled provided the Employee satisfies the *Employment Standards Code 5 out of 9 Rule*.
- 8.05 A Permanent Part-time Employee who is on a regularly scheduled day of work and does not work on a Statutory/General Holiday shall be paid Statutory/General Holiday pay based on the Employee's regular rate of pay for the hours regularly scheduled provided the Employee satisfies the *Employment Standards Code 5 out of 9 Rule*.

- 8.06 A Permanent Part-time Employee who is on annual vacation on a scheduled workday, provided the Employee satisfies the *Employment Standards Code* 5 out of 9 Rule, shall be paid for the hours regularly scheduled to work on the Statutory/General Holiday and no vacation hours shall be deducted from their vacation bank.
- 8.07 Subject to prior approval by the Parties to this Agreement, where a Statutory/General Holiday (excluding Remembrance Day) falls on a Tuesday, Wednesday, or Thursday, then the Monday or Friday may be taken as the holiday by a Permanent Full-time Employee. For clarification, if an Employee works on the lieu day, overtime shall be paid as per other provisions of this Agreement.
- 8.08 It is agreed that prior to the use of the one (1) personal day, it must be mutually agreed between the Permanent Full-time Employee and the Employee's Foreman/Director, as to the date of use. The Personal Day must be used within the calendar year and cannot be carried over or paid out.
- 8.09 All Casual and Seasonal Employees shall be paid Statutory/General Holiday pay in accordance with the regulations of the *Employment Standards Code* of Alberta.
- 8.10 Term Employees, for the purposes of this Article, will be treated as Permanent Full-time Employees.

ARTICLE 9 – ANNUAL VACATIONS

- 9.01 Permanent Part-time Employees shall earn vacation on a pro-rated basis of full-time hour equivalency.
- 9.02 All Permanent Employees hired effective January 1, 2018 or thereafter, while remaining in the continuous regular employment of the Employer shall be entitled to annual vacation leave with pay at the regular hourly rate. An Employee entering the service after the fifteenth (15th) of any month will be considered for vacation entitlement purposes to have entered the following month.

In the first (1st) calendar year of an Employee's service the Employee shall receive up to fifteen (15) days of vacation as determined by the month they started their employment. Vacation may be taken with the approval of the Employer, at any time following the completion of the probation period.

<u>Month Entering Service</u>	<u>Vacation Entitlement</u>
January	15 Days
February	15 Days
March	14 Days
April	13 Days
May	10 Days

<u>Month Entering Service</u>	<u>Vacation Entitlement</u>
June	9 Days
July	8 Days
August	6 Days
September	5 Days
October	4 Days
November	2 Days
December	1 Day

All Permanent Employees hired prior to January 1, 2018 will have their vacation anniversary date adjusted to reflect a calendar year allocation starting January 1, 2018. From this point forward, January 1st will be used as all Employees' vacation anniversary date. Any increases to vacation entitlement will be effective and implemented January 1, 2018.

In the second (2nd) calendar year, and each subsequent calendar year of service all Permanent Employees shall receive fifteen (15) days (three weeks) of vacation with pay.

In the seventh (7th) calendar year, and each subsequent calendar year of service, all Permanent Employees shall receive twenty (20) days (four weeks) vacation with pay.

In the thirteenth (13th) calendar year, and each subsequent calendar year of service, all Permanent Employees shall receive twenty-five (25) days (5 weeks) vacation with pay.

In the nineteenth (19th) calendar year, and each subsequent calendar year of service, all Permanent Employees shall receive thirty (30) days (6 weeks) vacation with pay.

In the twenty-fifth (25th) calendar year, and each subsequent calendar year of service, all Permanent Employees shall receive thirty-five (35) days (7 weeks) of vacation with pay.

Employees who have taken vacation leave in excess of the amount that would be paid out upon termination will have any excess reversed and the applicable amount will be deducted from any monies owing to the Employee by the Town. Upon termination of employment, an Employee will be paid out a pro-rated amount of vacation based upon the number of bi-weekly pay periods worked prior to termination less any vacation already taken in that year.

9.03 All Casual, Seasonal and Term Employees shall be paid vacation pay of six percent (6%).

9.04 Pay to carry on at the regular rates during the vacation period.

9.05 Statutory/General or declared holidays are not to be included in the calculations of vacations.

9.06 Vacation Preference:

The Supervisor will, on the first day of February, post a vacation registry in each Department, upon which the Employees may indicate their vacation period preference(s). Vacation is based on a rotation system, beginning with the names in order of seniority for the first year, then the top two names going to the bottom the next year, and every year thereafter. Final list shall be posted the first day of April every year. Employee preference and request must be submitted by March 1st. Employees who have not indicated their preference by March 1st will be granted vacation at a time that is mutually agreeable to the Employee and the Supervisor. Final approval of the list must be approved by the Chief Administrative Officer. Vacation requests greater than two (2) consecutive weeks must be approved by the Chief Administrative Officer. Such requests will not be unreasonably denied.

9.07 It is agreed that an Employee shall not be called back to work while on annual vacation except in case of a declared state of local emergency.

9.08 Vacation Carry-Over:

Vacations shall be used by the Employee within the calendar year the vacation is received.

All Permanent Employees hired effective January 1, 2018 or thereafter, may carry over five (5) days of vacation with the approval of the Chief Administrative Officer, with due regard to Article 9.02.

Effective January 1, 2021, all Permanent Employees, hired prior to January 1, 2018, may carry over five (5) days of vacation with the approval of the Chief Administrative Officer. Due to the anniversary date adjustment, these Employees will be given additional time to use vacation as noted above. A minimum of one-third (1/3) of the amount of excess vacation garnered by the anniversary date adjustment must be used annually. Excess vacation shall be scheduled at a mutually agreed upon time, if in the event the affected Employee does not schedule allotted vacation. If mutually agreeable dates cannot be reached, the Employer shall schedule outstanding vacation.

9.09 Any Employee taking one (1) or more weeks or five (5) days of their vacation entitlement during the period of January 1st to March 31st shall receive an additional three (3) days of Vacation Leave. The additional three (3) days may be used individually or grouped. The additional Vacation Leave may only be used during the period of January 1st to March 31st.

9.10 Where an Employee qualifies for Bereavement or any other approved Leave or is hospitalized or injured and would have otherwise qualified for Short-term Disability during the period of the Employee's vacation, there shall be no deduction from their

vacation credits for such absence. The period of vacation displaced shall either be added to the vacation period or reinstated for use at a later date at the Employee's option.

In case of hospitalization or absence from work due to injury, while on vacation, the Employee shall provide a medical certificate for all days claimed.

ARTICLE 10 – PENSION AND BENEFITS

- 10.01 Enrolment in the various benefit plans is a condition of employment.
- 10.02 Benefits will accrue for new Permanent Employees commencing after six (6) continuous months of service.
- 10.03 The Employer agrees that all Permanent Employees will be covered by the Local Authorities Pension Plan (LAPP) after six (6) months of employment.
- 10.04 The Employer agrees to pay one hundred percent (100%) of the required extended healthcare premiums for existing coverage. This includes Medical, Dental, Employee Assistance Program (EAP), Life Insurance (2x annual basic salary) and Accidental Death and Dismemberment (ADD) for Permanent Employees. Should the Employer consider an alternate benefit plan, the minimum coverage provided by the new benefit plan must be of equal or greater coverage than the current benefit plan.
- 10.05 Short-Term and Long-Term Disability:
- (a) The Employee agrees to pay one hundred percent (100%) of the required premium.
 - (b) Employees hired prior to January 1, 2013 had the ability to choose one of the following options:
 - (i) choice of accepting either the Short-Term Disability (STD) and Long-Term Disability (LTD) plans at either sixty-six and two-thirds percent (66 2/3%) or seventy-five percent (75%) coverage calculated on their guaranteed yearly income,
 - (ii) only the Long-Term Disability plan at either sixty-six and two-thirds percent (66 2/3%) or seventy-five (75%) coverage calculated on their guaranteed yearly income,
 - (iii) or will have the option to opt-out.

If Employees did not join at the beginning, they will not be able to join at a later date. Both STD and LTD coverage at the seventy-five (75%) level will be mandatory for any new Employees hired after January 1, 2013.

- (c) Short-Term Disability will commence on the eighth (8th) day of illness, unless hospitalized, in which case coverage will start on the first (1st) day of hospitalization. An Employee will be able to access their Sick Leave until STD commences. STD will continue for a period of up to seventeen (17) weeks in accordance with the terms of the plan.
- (d) Long-Term Disability will commence after seventeen (17) weeks of absence from work. If an Employee is not eligible for LTD, they may still access their Sick Leave, if available, as per the Collective Agreement.
- (e) An absence while on STD shall be treated the same as an absence on Sick Leave. An absence on LTD shall be treated as a leave of absence in terms of the application of the Collective Agreement benefits and rights.
- (f) The Town shall maintain paying the extended health care benefits and Local Authorities Pension Plan (LAPP) contributions on behalf of an Employee while they are on STD. Employees would need to remit to the Town their portion of LAPP contributions on at least a monthly basis to continue to receive the Employer's LAPP contribution portion (as per the LAPP Employer Policy).
- (g) The Town shall maintain paying the extended health care benefits on behalf of an Employee for up to two (2) years while they are receiving LTD benefit payments. In addition, the Employee shall have the opportunity to buy back their LAPP service while on LTD up to two (2) years and would be responsible for the Employer and Employee portions as per LAPP plan rules.
- (h) The Employer may temporarily fill an Employee's position while on STD or the first two (2) years of LTD. However, the position may be permanently posted at the end of the years on LTD. Both the Union and the Employer recognize the duty to accommodate should an Employee be able to return.

10.06 Health Spending Account (HSA):

The Employer agrees to contribute seven hundred dollars (\$700.00) annually into a Health Spending Account for each Permanent Full-time Employee over the life of this Agreement. The unused balance remaining at the end of the current policy year will be carried for one (1) additional year. If not utilized after the one (1) year rollover, the amount rolled over is lost. The annual benefit entitlement will be subject to pro-rating on the basis of number of days employed within the policy year.

10.07 Employee Wellness Program:

- (a) The Employer shall maintain an Employee Wellness Account; to be administered by the Employer with a sum of one hundred dollars (\$100.00) available to all Permanent Employees. The purpose of the Wellness Account

is to promote Employee health and wellness; both physical and mental wellness. Expenses which exceed the calendar year entitlement cannot be carried forward to the subsequent year.

- (b) The Benefit year shall be January 1st to December 31st annually.
- (c) Employees wishing to access the benefit shall submit in writing a benefit claim form with all expenses, providing copies of all receipts, to the Director of Finance.
- (d) The Wellness Account is a Taxable Benefit as per Revenue Canada. Employees will be taxed on amounts paid.
- (e) The Employee Wellness Account shall provide reimbursement for the following:
 - (i) Memberships or any fees to fitness and recreational facilities.
 - (ii) Sports and activity registration fees.
 - (iii) Enrollment fees (including such activities that support both physical and mental wellbeing as experienced by the Employee).
 - (iv) Licenses or passes for outdoor recreation activities.
 - (v) Any sports and fitness equipment.
 - (vi) Any artistic supplies.
 - (vii) Materials related to wellness both mental and physical.
 - (viii) Any other item or activity which is agreed upon by the Union and the Employer during the course of this agreement.
- (f) The Employer will not provide reimbursement for firearms or ammunition for firearms, or any components thereof, as defined in the *Firearms Act*.

ARTICLE 11 – SENIORITY, PROMOTIONS AND RE-ENGAGEMENTS

11.01 Seniority Defined:

Seniority is defined as the length of service in the bargaining unit. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force, and recall as set out in other provisions of this Agreement. Seniority shall operate on a departmental basis first and bargaining unit second. Seniority is not accumulated during periods of layoff or during unpaid Leaves in excess of thirty (30) calendar days.

An Employee's date of seniority shall be adjusted to reflect any period during which seniority is not accumulated. No seniority shall be acquired by Probationary

Employees. Upon completion of the probationary period, an Employee's seniority shall be made retroactive to the date of employment.

The Employer will provide a Seniority List to the Union by February 1st of each year.

11.02 Loss of Seniority:

The seniority of an Employee shall be lost, and all rights forfeited, and there shall be no obligation to rehire when the Employee:

- (a) resigns or otherwise terminates their service by voluntary act, or
- (b) is discharged for just cause and is not reinstated, or
- (c) fails to return to work upon expiration of Leave of Absence, or
- (d) is absent without Leave unless the Employer deems the cause to be justified, or
- (e) is laid off for a period in excess of twelve (12) months or fails to return to work within fourteen (14) calendar days following a layoff and after being notified by registered mail to do so. It shall be the responsibility of laid off Employees to keep the Employer informed of their current address.

11.03 When an Employee is no longer employed by the Employer, except for a temporary layoff not to exceed twelve (12) months, and is later re-engaged, their seniority shall date only from the time of their re-engagement.

11.04 Employees shall be permitted to retire in accordance with the rules and regulations of the Local Authorities Pension Plan and/or Canada Pension Plan.

11.05 The Employer reserves the right to determine when a vacancy exists and whether same will be posted. The determination as to whether a vacancy exists and whether same shall be posted shall be made within ten (10) working days of a vacancy being created. Where the vacancy is to be filled, it shall be posted within ten (10) working days. In the case of a vacant permanent position that is to be filled, it must be filled with a Permanent Employee. Where the position is posted, it shall be placed in all work locations for a minimum of five (5) working days.

If the vacancy is not to be filled, the Employer shall provide written notification to the Union within ten (10) working days of the vacancy occurring.

11.06 When a vacancy occurs, or a new position is created in any department, such vacancy or new position may be filled from the staff of the department or members of the bargaining unit. Where the Employees within the department are considered suitable, no posting shall be necessary. When the Town has decided to post and/or advertise the position and agrees to make its selection

from the bargaining unit, selection may be made from the applicant having the longest bargaining unit wide seniority, and the necessary qualifications. Applications from outside the Union shall not be considered until all Union applicants have been interviewed and assessed.

11.07 Trial Period:

Successful internal applicants on job postings shall have a trial period of three (3) months. The Employer may, for just cause, revert the Employee to their former position or the Employee may choose, during the trial period, to revert to their former position, wage and/or salary rate. Any other Employees displaced as a result of any reversion shall also be returned to their former position.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 An Employee shall have the right to the presence of a Steward or CUPE National Representative at any Step in the Grievance procedure.

If any difference concerning the interpretation, application, operation, or any alleged violation of this Agreement arises between the Employer and its Employees, the representatives of the Employer and of the Union shall meet and endeavour to resolve the differences as follows:

STEP 1:

Any Employee who believes they has a grievance shall submit the grievance in writing, to an Out-of-Scope Director who shall render a written decision within fourteen (14) calendar days of receiving the written grievance. In the absence of an Out-of-Scope Director, the grievance shall be initiated at Step 2 of the Grievance Procedure.

Grievances not submitted within fourteen (14) calendar days of the action giving rise to the grievance, or within seven (7) calendar days of the time that the action should reasonably have been known to the Grievor, shall not be considered.

STEP 2:

Failing satisfactory settlement in Step 1, the grievance shall, within seven (7) calendar days of receiving the written reply in Step 1, be submitted in writing to the Chief Administrative Officer. The Chief Administrative Officer shall render a written decision within fourteen (14) working days of receiving the grievance.

STEP 3:

If the Step 2 response is not acceptable to the grieving Party, the grievance may be referred to Arbitration, in accordance with the provisions of the *Alberta Labour Relations Code*, within fourteen (14) calendar days of receiving the decision in Step 2.

- 12.02 Both the Union and the Employer shall have the right to process as policy grievances items, which arise regarding interpretation, application, operation, or alleged violation of this Agreement through the above-mentioned procedures commencing with Step 2, provided that the grievance is submitted in writing, within fourteen (14) calendar days from the incident prompting the grievance.

The Union shall have the right to process "Group Grievances". A Group Grievance is one initiated by more than one (1) Employee providing that all Employees who are a Party to the grievance are grieving the identical issue and have signed the initial grievance form.

Any matter submitted as either a Policy Grievance or a Group Grievance shall not also be subject to grievance by an individual.

- 12.03 The Arbitration Board may not change, modify, or alter any of the terms of this Agreement. All differences submitted shall present an arbitrational issue under this Agreement and shall not depend on or involve an issue or contentions by either Party that is contrary to any provision of this Agreement, or that involves the determination of a subject matter not covered by or arising during the term of this Agreement.

All costs of the Arbitrator shall be split fifty/fifty (50/50) between the Union and the Employer.

- 12.04 Written communication in the grievance procedure shall at all times be between the Parties to this Agreement, with copies to the griever.

- 12.05 In the event the initiator of the grievance fails to follow the procedure and time limits established in the Steps of the Grievance Procedure, the grievance shall be deemed to be abandoned.

When the recipient of the grievance fails to respond within the time limits prescribed in the Grievance Procedure, the grievance shall advance to the next Step of the Grievance Procedure.

Either Party may request in writing, including email, an extension of the time limits mentioned above provided that such extension is requested prior to the expiry of the time allowed.

ARTICLE 13 – LEAVE OF ABSENCE

13.01 Unpaid Leave of Absence

- (a) Leave of Absence without pay and without loss of seniority will be granted only insofar as the operation of the department will permit, and the period of absence shall not exceed three (3) months. Leaves of Absence greater than three (3) months can be requested and will not be unreasonably

denied. All vacation and banked time shall be used before the unpaid Leave takes place with the exception of Maternity, Parental and Adoption Leave.

- (b) Employee's requests for leave must be in writing with sufficient and reasonable notice; a minimum of two (2) weeks and authorized by the Employer. Should an Employee's request be refused, the Employee will have the right of appeal to the Chief Administrative Officer whose decision shall be final in all cases.
- (c) On return from such Leave, the Employee will be entitled to their former position.
- (d) Employees taking other employment while on Leave of Absence, unless authorized by the Employer to do so, shall be considered to have terminated their service with the Employer.
- (e) Sufficient and reasonable notice must be given for an extension of Leave of Absence, which must also be authorized by the Employer. If such authorization is not received, an Employee shall be considered to have terminated their services with the Employer if they fail to report in the required time. The application for extension of Leave must be in writing, but where this is not possible it can be requested verbally but must be confirmed in writing within five (5) days.
- (f) Employees are eligible for all other provisions specified in the *Employment Standards Code* of Alberta.

13.02 Paid Leave of Absence:

- (a) Employees shall be allowed two (2) days with pay per year, non-cumulative, for emergencies. The first (1st) day will be paid by the Town and the second (2nd) day covered from the Employee's sick bank.
- (b) If no one is available to care for the needs of a spouse, common-law spouse, child or parent, an Employee may be allowed to use up to four (4) days off with pay per calendar year from their accrued Sick Leave to care for an ill family member. Extenuating circumstances may be addressed and/or approved by the Chief Administrative Officer.
- (c) When it is necessary for the Union to make application for a Leave of Absence for an Employee or Employees to attend to Union business, not related to the Employer, it is required that this be in writing at least two (2) weeks before such Leave is required, and that alternative names be submitted to permit the Union's request being complied with, without undue interference with the Employer's organization and obligations. For leaves between one (1) hour and thirty (30) days, the Employer will invoice the Union for wages to attend to such requested Leave of Absence at the

Employee's regular hourly rate. For a Leave of Absence in excess of thirty (30) days, the Employer will invoice the Union for all wages, at the Employee's regular hourly rate and the Employer portions of benefit premiums and pension contributions.

- (d) When an Employee or Local Union Representative attends to business related to the Employer, the Employee and/or Local Union Representative will suffer no loss of pay or benefits.
- (e) Employees shall be allowed one (1) personal day with pay per year to be taken within the calendar year between December 18th to January 3rd.

13.03 Maternity, Parental and Adoption Leave:

- (a) Employees are eligible for the Maternity, Parental and Adoption Leave benefits specified in the *Employment Standards Code* of Alberta.

13.04 Bereavement Leave:

- (a) Employees, after having completed three (3) months continuous service with the Employer, will be entitled to paid Bereavement Leave up to a maximum of three (3) days, and two (2) days travelling time where more than five (5) hours travelling time one way is involved, with pay, on the death of an immediate relative as follows:

Son	Daughter	Wife
Husband	Mother	Father
Sister	Brother	Mother-in-Law
Father-in-Law	Sister-in-Law	Brother-in-Law
Grandchild	Grandparents	Common-Law Spouse
Aunt	Uncle	

- (b) If an Employee receives notification of their loss during a shift they already started, the Employee will be excused from work with pay for the balance of that shift and Bereavement Leave will commence the following day.

13.05 Civic Duty:

- (a) The Employer shall grant Leave of Absence without loss of seniority benefits to an Employee who serves as a juror or witness in any court, or who is required by subpoena to attend a court of law or Coroner's Inquest. The Employer shall pay the Employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, or other expenses. The Employee will present documentation supporting proof of service and the amounts received. Any time spent by an Employee when required to appear before any government body, or who is subpoenaed to attend a Coroner's Inquest, or is required to serve as a court witness in any matter arising out

of their employment shall be considered as time worked at the appropriate rate of pay.

ARTICLE 14 – SICK LEAVE

- 14.01 Sick Leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled.
- 14.02 All Employees, upon request, shall receive from the Employer, at no charge to the Employee, an information package containing all relevant information about sickness, medical, pension and dental plans.
- 14.03 Permanent and Term Employees shall accrue one and one-half times (1½x) sick days per month, with pay. Any portion of the unused Sick Leave each year shall be carried forward and the Sick Leave accumulated to a maximum of one hundred and forty (140) days. Sick Leave accumulated cannot be used for holiday purposes. A Doctor's note may be requested by the Employer for absences of three (3) or more days.
- 14.04 Permanent Part-time Employees shall accrue sick time on a pro-rated basis of full-time hour equivalency.
- 14.05 An Employee absenting themselves from work due to illness shall advise their direct Supervisor prior to their starting time. Employees are requested to provide as much advance notice as possible.
- 14.06 Sick Leave does not accrue during periods of Short-term and Long-term Disability, layoff or Leave of Absence. Sick Leave shall accrue upon hire.

ARTICLE 15 – DOMESTIC VIOLENCE LEAVE

- 15.01 Domestic Violence Leave occurs when an Employee, the Employee's dependent child or a protected adult who lives with the Employee is subjected to any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person; any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person; conduct that reasonably, and in all circumstances, constitutes psychological or emotional abuse; forced confinement; sexual contact of any kind that is coerced by force, threat of force or stalking.
- 15.02 An Employee who is the victim of domestic violence and has been employed for a least ninety (90) days is entitled to unpaid Domestic Violence Leave of up to ten (10) days in a calendar year.

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

- (a) to seek medical attention for the Employee or the Employee's dependent child or a protected adult in respect of the physical or psychological injury or disability caused by the domestic violence;
- (b) to obtain services from a victims' services organization;
- (c) to obtain psychological or other professional counselling for the Employee or the Employee's dependent child or a protected adult;
- (d) to relocate temporarily or permanently; and
- (e) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.

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

15.05 The Employer acknowledges the sensitive and confidential nature of accessing this leave and will take steps to ensure the confidentiality of the Employee.

ARTICLE 16 – PERSONAL OR FAMILY RESPONSIBILITY LEAVE

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

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

ARTICLE 17 – LEAVE FOR CITIZENSHIP CEREMONY

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

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

ARTICLE 18 – NO CONTRACTING-OUT

18.01 It is agreed during the term of the Agreement no Employee will be terminated, laid-off or suffer a reduction in their regular hours of work as a result of contracting-out.

ARTICLE 19 – TRAINING AND UPGRADING

19.01 As the need arises the Employer agrees to provide on-the-job training to upgrade Permanent Employees' skills and qualifications. Employees shall be selected on the basis of seniority, qualifications and willingness of the Employees to accept such training and upgrading. During any training period the Employees will not suffer any loss of basic wages.

19.02 When training is specified by the Employer, the Employer will pay the registration and/or tuition fees. When training is requested by the Employee, tuition pay will be subject to successful completion/attendance of the program. If the training is located outside of Town limits, a company vehicle is to be used when available. Employees will be paid at the basic rate of pay for travel time to and from any out-of-town training. Employees will receive travel benefits as per the current Travel and Expense Policy. If such training requires more than one hundred and fifty kilometres (150 kms) of travel each way, the Employer will reimburse the Employees for reasonable accommodation expenses.

19.03 If required for a position, the Employer shall be responsible for costs of obtaining and maintaining a Class 1 or 3 license and air brake endorsement for existing Employees.

ARTICLE 20 – CLOTHING

20.01 Employees who, due to the nature of their work, are required to wear safety footwear, shall provide their own steel-toed safety boots upon hire and will be supplied with two (2) pairs of coveralls, rubber boots, rubber gloves and slickers. Permanent Employees, after completing their probationary period, shall receive an allowance to a maximum of four hundred dollars (\$400.00) every two (2) years for the cost of CSA approved safety footwear.

20.02 All Outside Employees who, due to the nature of their work, will be supplied annually with one of the following, not to exceed the value of one (1) pair of winter coveralls:

- two (2) pair of summer coveralls, or
- one (1) pair of winter coverall.

All clothing, etc., shall be available on an 'as required' basis.

- 20.03 The clothing in Article 20.02 will remain the property of the Employer. Any Employee who is supplied with clothing and through carelessness or neglect damages or destroys or loses any of it shall replace or pay for same. This does not include general wear and tear. Upon termination of employment, all Town provided clothing must be returned to the Employer.
- 20.04 Prescription glasses damaged while at work may be covered by the Workers Compensation Board.
- 20.05 The Employer shall supply protective clothing and equipment as required under the *Alberta Occupational Health and Safety Act*.

ARTICLE 21 – DISCRIMINATION/HARASSMENT

- 21.01 The Employer and the Union agree that they shall comply with all applicable legislation.
- 21.02 There shall be no discrimination, restrictions or coercion exercised or practiced in respect of any Employee by either party by reason as outlined in the *Alberta Human Rights Act* and defined in the prohibited grounds legislation, except to the extent permitted by law as a bona fide occupational requirement nor by reason of their membership or activity in the Union.
- 21.03 The Employer and the Union recognize the right of all Employees to be entitled to a work environment free from bullying, violence, sexual and personal harassment of any form which is physical, mental, verbal, or financial, or any conduct that undermines an Employees' health, morale, safety, wellbeing, job practice, or endangers an Employee's employment status or potential.
- 21.04 An Employee may initiate a grievance under this clause at Step 2 of the Grievance Procedure. Grievances under this clause shall be treated seriously and will be handled in strictest confidence and with dignity.

ARTICLE 22 – REDUCTION OF STAFF

22.01 Definition of Layoff:

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

22.02 Role of Seniority in Layoff:

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in reverse order of their bargaining-unit-wide seniority. An Employee about to be laid off may bump any Employee with less seniority providing the Employee exercising the right is qualified and capable of performing the work of the Employee with less seniority.

22.03 Recall Procedure:

Employees shall be recalled in the order of their bargaining-unit-wide seniority and their ability to meet the job requirements. An Employee refusing recall on the basis of inadequate qualifications and capabilities will be placed back on the recall list.

22.04 No New Employees:

New Employees shall not be hired until those laid off have been given an opportunity of recall.

22.05 Advance Notice of Layoff:

Unless legislation is more favourable to the Employees, the Employer shall notify Employees who are to be laid off twenty (20) working days prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

ARTICLE 23 – DISCIPLINE

23.01 No Employee shall be disciplined or dismissed without just cause.

23.02 When an Employee is given a written reprimand, suspension, disciplinary demotion or is dismissed from employment the Employee shall be informed in writing as to the reason(s) for such action. Notification of the reprimand shall be in writing and delivered within ten (10) working days of the Employer becoming aware of the action giving rise to the reprimand or an investigation into an incident or complaint being completed, with a copy to the Union.

If this procedure is not followed, this reprimand shall not become part of their record for use against them in any regard including – discharge, discipline, promotion, demotion, or other related matters.

The Employee's reply to such reprimand, accusation or expression of dissatisfaction shall become part of this record.

23.03 An Employee shall have the right to have their Steward present at any discussion with supervisory personnel, which the Employee believes might be the basis of disciplinary action.

Where a Supervisor intends to interview an Employee for disciplinary purposes, the Supervisor shall notify the Employee in advance of the purpose of the interview in order that the Employee may contact their Steward to be present at the interview.

A Steward or Local Union officer shall have the right to consult with a CUPE National Representative and to have them present at any discussion with supervisory personnel, which might be the basis of disciplinary action.

- 23.04 Upon written notice to the Employer, an Employee shall have the right to view the contents of their personnel file within two (2) business days. An Employee may copy any part of their file. The file shall be viewed in the presence of the Steward and a member of the Management Team.
- 23.05 It is agreed that any record of discipline shall be removed from an Employee's file and destroyed after twenty-four (24) months and will not be held against an Employee in any way; providing there has been no further related discipline.
- 23.06 Under normal circumstances, all Employees shall notify their immediate supervisor on the first day of absence. Employees absent for three (3) consecutive workdays without notifying their immediate supervisor (or designate) shall be considered to have abandoned their position and will be deemed to have resigned unless it is subsequently shown by the Employee that special circumstances prevented them from reporting to their place of work.

ARTICLE 24 – HEALTH AND SAFETY

- 24.01 A Health and Safety Committee shall be established, which is comprised of one (1) Employee from each operating department and the Chief Administrative Officer or their designate.

The Health and Safety Committee shall hold meetings as requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices and to improve existing health and safety conditions and practices. Minutes shall be taken at all meetings, and copies be sent to the Employer and the Union.

- 24.02 The Employer acknowledges its responsibility to observe all reasonable precautions for the safety, health, and sanitation of its Employees during working hours and shall supply such equipment as is necessary for this purpose.
- 24.03 Suitable communication equipment shall be made available to all Employees for emergency purposes, which can include a cell phone or two-way radio.
- 24.04 All Parties are responsible to cooperate in matters relating to Health and Safety.

ARTICLE 25 – COLLECTIVE AGREEMENT TERMS AND CONDITIONS

- 25.01 Conditions, benefits provisions, etc., of this Collective Agreement shall not be amended, changed, in whole or in part, without the express consent of the Parties hereto.

ARTICLE 26 – WORKER’S COMPENSATION

- 26.01 Worker’s Compensation Board coverage will be provided by the Employer in accordance with the relevant legislation.
- 26.02 Employees shall not be paid Sick Leave benefits when they are absent from work and drawing Worker’s Compensation benefits. An Employee absent on Worker’s Compensation for a period in excess of thirty (30) calendar days, but not longer than twenty-four (24) months, shall continue to accumulate Sick Leave entitlement and vacation credits, for use upon their return to work.
- 26.03 Article 26.02 above shall not exclude a Permanent Employee from Sick Leave benefits for periods of absence resulting from an accident, which is not compensable under the *Worker’s Compensation Act*.
- 26.04 Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Worker’s Compensation.
- 26.05 An Employee absent from work and receiving Worker’s Compensation benefits shall keep the Employer advised as to when they shall be expected back to work.
- 26.06 (a) A Permanent Employee who is in receipt of Worker’s Compensation benefits shall be deemed to be on approved Leave of Absence without pay. The Employer shall continue its portion of the Extended Health Care Benefit cost share, as defined in Article 10, during Leave of Absence to a maximum of six (6) months.
- (b) The Employee shall assign Worker’s Compensation benefits to the Employer so that the Employer will receive Worker’s Compensation payments directly from the Worker’s Compensation Board. The Employer will make all necessary deductions to continue Extended Health Care and Pension Benefits during such Leave of Absence.

ARTICLE 27 – CLASSIFICATIONS

27.01 The following Classifications shall apply to Employees serving with the Employer. When it is a requirement of the Employer that an Employees obtain provincial certification directly related to the Employees Classification, the Employer will pay all reasonable costs.

CLASSIFICATION (Outside Workers)	CLASSIFICATION (Inside Workers)
Department Foreman (Plants) Department Foreman (Public Works) Department Foreman (Facilities) Department Foreman (Electrical) Plants Leadhand Public Works Leadhand Facilities Leadhand Mechanic Equipment Operator Class III Equipment Operator Class II Equipment Operator Class I Labourer II Labourer I (1 st year) Summer Seasonal Labourer II Summer Seasonal Labourer I (1 st year) Facilities Operator III Facilities Operator II Facilities Operator I Maintenance Operator Power Line Technician Electrician Plants Operator Class III Plants Operator Class II Plants Operator Class I Bylaw Enforcement Officer Community Peace Officer I	Payroll Clerk Taxation Clerk Utilities Clerk Planning and Development Officer Head Librarian Librarian

27.02 Classifications can be reviewed by both Parties to this Agreement at any time.

27.03 The Employees Classification designations are for payroll purposes. However, the Employer, during the life of the Agreement, shall have the right to amend Classifications or to create new Classifications in accordance with the following:

- (a) To create or amend a Classification and its description or requirements, no less than one (1) month notice shall be given in writing to the Union, stating the Employer's intent and the reasons.

- (b) Within fourteen (14) calendar days of the notice being received, the Parties shall meet to review and discuss the proposed new or amended Classification, the reasons for the proposal, and the effect of any changes.
- (c) Any Employee who could be directly affected by changes shall be entitled to attend the meetings.
- (d) Timelines may be extended, in writing, by mutual agreement.
- (e) No Employee shall suffer a loss of regular earnings for participation in the meetings.

27.04 When a Classification has been amended, or a new Classification has been created, the Parties shall negotiate the wage scale. In the event the Parties are unable to reach agreement on the wage scale for the new or amended Classification, either Party may refer the wage issue to arbitration commencing at Step 1 of the Grievance Procedure.

27.05 Position Qualification Grandfathering:

- (a) Any amendments to the qualification requirements of a Classification, due to reorganization or legislated/industrial standard changes, will not negatively impact the wage rate of any Employee that currently holds such position.
- (b) When position qualifications change, and it is determined that an existing Employee holding that position does not have all of the required qualifications, a training and development plan shall be created to ensure the current Employee can meet the requirements of the job within an agreed to time frame. Details will be outlined in a Letter of Understanding on a case-by-case basis.

27.06 The Classification descriptions most recently adopted by the Chief Administrative Officer, after Articles 27.03 and 27.04 processes has been completed, shall be deemed to be the current descriptions of Classifications.

27.07 The Union shall be provided with any amended Classification description or new Classification descriptions as they occur.

ARTICLE 28 – WAGE RATES

CLASSIFICATION	Jan 1, 2022 (+1%)
Department Foreman (Plants)	42.11
Department Foreman (Public Works)	38.76
Department Foreman (Facilities)	38.76
Department Foreman (Electrical)	61.19
Plants Leadhand	38.13
Public Works Leadhand	35.06
Facilities Leadhand	35.06
Electrical Leadhand	44.54
Mechanic	34.40
Equipment Operator Class III	31.87
Equipment Operator Class II	31.07
Equipment Operator Class I	30.11
Labourer II	28.72
Labourer I (1 st Year)	27.52
Summer Seasonal Labourer II	20.49
Summer Seasonal Labourer I (1 st year)	19.33
Facilities Operator III	31.65
Facilities Operator II	30.68
Facilities Operator I	29.58
Maintenance Operator	30.98
Power Line Technician	56.95
Electrician	39.01
Plants Operator III	36.41
Plants Operator II	34.08
Plants Operator I	31.42
Bylaw Enforcement Officer	30.46
Community Peace Officer I	42.37
Payroll Clerk	26.51
Utilities Clerk	26.51
Taxation Clerk	26.51
Librarian	23.41
Head Librarian	26.57
Planning and Development Officer	42.38

NOTE: An Apprentice will be tied to the appropriate Journeyman rate on the following percentage basis:

First (1 st) Year -----60%	Third (3 rd) Year -----80%
Second (2 nd) Year ---70%	Fourth (4 th) Year ----90%

ARTICLE 29 – TERM OF AGREEMENT

- 29.01 The Parties undersigned hereto mutually agree to comply with and be governed by the conditions herein set out in this Agreement.
- 29.02 This Agreement shall be in full force and effect from January 1, 2022 and continue in full force and effect to the 31st day of December 2022, and from each year thereafter, unless either Party to this Agreement is given notice, in writing, by the other Party not less than sixty (60) days, or more than one hundred twenty (120) days prior to the expiry day of December 31st, or the expiry date in any subsequent year.
- 29.03 The Union and the Employer agree that during any period of negotiations for a new Agreement this contract shall, in accordance with the *Alberta Labour Relations Code, Section 128*, remain in full force and effect until such time as either Party commences strike action or lockout action.
- 29.04 No Employees shall be required or permitted to make a written or verbal agreement with the Employer or their representative, which may conflict with the terms of this Collective Agreement.

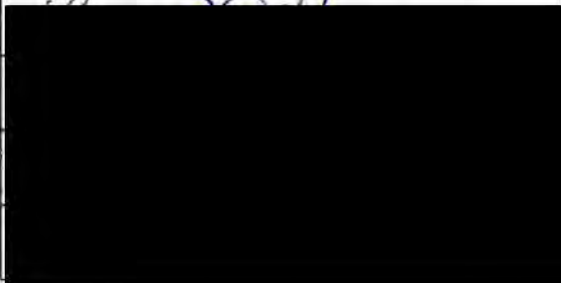
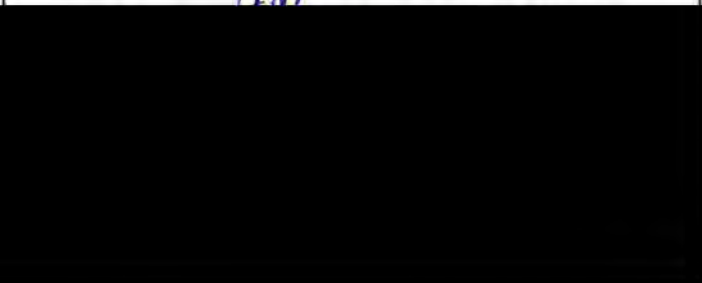
ARTICLE 30 – RETROACTIVITY

- 30.01 An Employee who has retired prior to the date upon which this Collective Agreement is signed by the Employer and the Union shall be eligible to receive retroactively any increase in salary which they would have received but for the termination of employment only upon submitting to the Employer, during the period between the expiry date of the preceding Collective Agreement and one (1) month after the ratification of this Collective Agreement a written application for such retroactive salary.
- 30.02 All monetary increases shall be retroactive to the first day of the Agreement.

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

IN WITNESS WHEREOF the Parties have executed this Collective Agreement by affixing hereto, the signatures of their proper Officers in that behalf.

Signed this 27 day of January 2022.

Signed on behalf of: The Town of Fort Macleod	Signed on behalf of: Canadian Union of Public Employees, Local 70
	

Letter of Understanding #1 – Fort Macleod Public Library

BETWEEN

The Town of Fort Macleod
(hereinafter called the "Employer")

PARTY OF THE FIRST PART

– AND –

Canadian Union of Public Employees, Local 70
(hereinafter called the "Union")

PARTY OF THE SECOND PART

RE: Fort Macleod Public Library

The Town under Bylaw 1773 has created a Library Board which has authority over the Town of Fort Macleod Public Library under the *Government of Alberta Libraries Act and Regulations* (Hereinafter called *the 'Act'*).

The Board retains authority under *the Act* for all matters pertaining to the Unionized Staff as they relate to:

- (1) Personnel matters including:
 - (a) Performance appraisals;
 - (b) Job descriptions;
 - (c) Position qualifications;
 - (d) Matters relating to health and safety;
 - (e) Working hours;
 - (f) Policies around staff and conduct of staff;
 - (g) Conditions of employment.
- (2) The Employer retains sole authority as bargaining agent for all negotiations with the Union.
- (3) All terms agreed to under the Collective Agreement shall continue to apply to all Unionized Staff of the Town of Fort Macleod Public Library.
- (4) The grievance procedure under Article 12 shall be the procedure used by the Union and service will be made to the Employer who will provide a copy of the grievance and all disposition documentation to the Library Board Chair Person for their information.

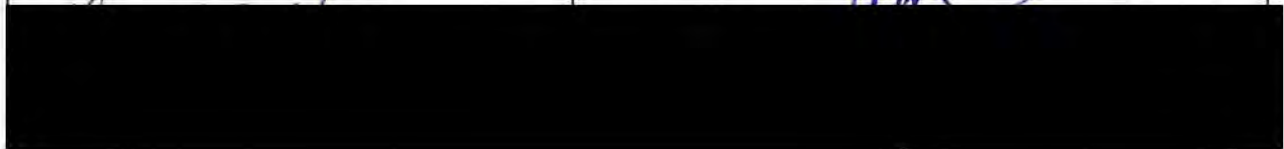
This Letter of Understanding shall attach to and form part of the existing Collective Agreement between the Parties.

WAGES

Update Wages to reflect a one percent (1%) wage increase effective January 1, 2022.

Signed this 27 day of January 2022.

Signed on behalf of: The Town of Fort Macleod	Signed on behalf of: Canadian Union of Public Employees, Local 70
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Letter of Understanding #2 – Pesticide Applicator

BETWEEN

The Town of Fort Macleod
(hereinafter called the "Employer")

PARTY OF THE FIRST PART

– AND –

Canadian Union of Public Employees, Local 70
(hereinafter called the "Union")

PARTY OF THE SECOND PART


RE: Pesticide Applicator

The Parties hereto agree to create the auxiliary position of Pesticide Applicator to be filled by one (1) Employee, with the following requirements:

- (1) Pesticide Applicator shall be from the Facilities or Public Works Department. Preference will be given to an Employee who holds the senior role of Leadhand or Foreman.
- (2) Pesticide Applicator shall train persons to spray under their certificate in compliance with the minimum Provincial legislation. In the case where Authorized Assistant certification is required, such work shall fall under Equipment Operator 3 classification. In the case where uncertified assistants are used, such work shall fall under Equipment Operator 1 classification, and will be completed under direct supervision.
- (3) Article 19: Training and Upgrading shall apply to acquisition and retention of all certification.
- (4) Pesticide Applicator will receive a premium of \$200.10 (2022) per pay period, upon completion of certification.
- (5) Negotiated increases for each year of the Agreement shall be applied to the premium.

This Letter of Understanding shall attach to and form part of the existing collective agreement between the Parties.

Signed this 27 day of January 2022.

Signed on behalf of: The Town of Fort Macleod	Signed on behalf of: Canadian Union of Public Employees, Local 70
	

Letter of Understanding #3 – National Day for Truth and Reconciliation

BETWEEN

The Town of Fort Macleod
(hereinafter called the "Employer")

PARTY OF THE FIRST PART

– AND –

Canadian Union of Public Employees, Local 70
(hereinafter called the "Union")

PARTY OF THE SECOND PART

RE: National Day for Truth and Reconciliation

The Parties hereto agree that: National Day for Truth and Reconciliation will be added to the Collective Agreement given that it is a General Holiday proclaimed by the Government of Canada and will be recognized as a Statutory/General Holiday each year on September 30.

- (1) The provisions of Article 8 of the Collective Agreement will be applicable to the extent allowed for by Article 8.

This Letter of Understanding shall attach to and form part of the existing collective agreement between the Parties.

Signed this 27 day of January 2022.

Signed on behalf of: The Town of Fort Macleod	Signed on behalf of: Canadian Union of Public Employees, Local 70
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