

A G R E E M E N T
Between

**THE TOWN OF VAUXHALL
IN THE PROVINCE OF ALBERTA**

And

CUPE / *Canadian Union
of Public Employees*

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2038**

The term of the Agreement is from:

January 1, 2011 to December 31, 2012

TABLE OF CONTENTS

ARTICLE	PAGE
1 Purpose	3
2 Recognition	3
3 No Discrimination	3
4 General	4
5 Notices	5
6 Definition	6
7 Temporary and Casual Employees	7
8 Hours of Work	7
9 Shift Work	9
10 Overtime	10
11 Seniority Defined	10
12 Lay-Off	11
13 Health and Safety	12
14 Promotions and Staff Changes	12
15 Holidays	12
16 Annual Vacations	13
17 Leave of Absence	15
18 Benefits	17
19 Clothing, Tools and Equipment	18
20 Shop Stewards	19
21 Grievance Procedure	19
22 Arbitration	20
23 No Strikes; No Lock-outs	21
24 Job Classifications and Re-classification	21
25 Notice of Termination	23
26 Discipline and Discharge	23
27 Terms of Agreement	24
Schedule "A" Wage Rates	25

ARTICLE 1 - PURPOSE

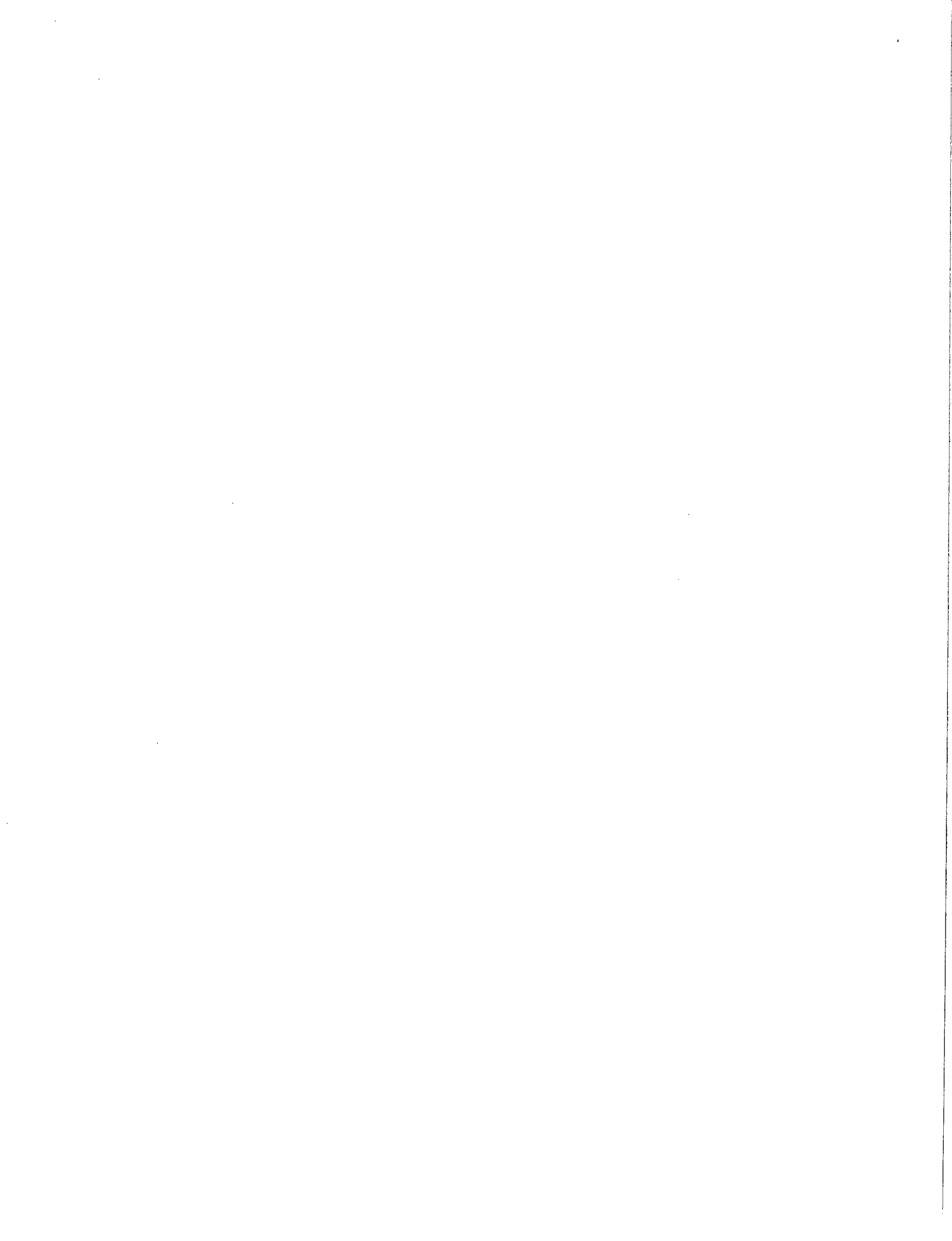
- 1.01 The purpose of this agreement is to maintain harmonious and co-operative relationships between the Employer and Employee in accordance with the provisions of the Alberta Labour Code.
- 1.02 To provide an amicable method of settling differences or grievances, which may arise between the Employee and Employer.
- 1.03 To promote the mutual interest of the Employer and Employee.

ARTICLE 2 - RECOGNITION

- 2.01 Recognition - The Employer recognizes the Canadian Union of Public Employees Local 2038 as the collective bargaining agency for its Employees as described in Certificate No. 180-92 dated March 20, 1992, issued by the Alberta Labour Relations Board, except any designated officers of the Employer who are excluded by performing managerial or confidential duties as defined by the Labour Code.
- 2.02 Persons hired specifically under temporary job creation or job-training programs shall be subject to terms and conditions of the programs and will be excluded from the terms of this agreement. The Union will be notified prior to implementation of any such program and it is agreed that no Employee shall be subject to loss of employment, hours of work or layoff as a result of the use of the program.
- 2.03 The Union recognizes the right of the Employer to exercise all of the usual and customary rights of management. Such management rights include the right of the Employer to manage its business, direct the workers, make rules and regulations and the right to hire and fire, suspend, discharge, discipline, layoff, transfer, classify, promote or demote any Employee, subject to the terms and conditions of this agreement.
- 2.04 The word "Employee" in this agreement shall mean the Employees of the Employer for whom the Union is the bargaining agent, as described in the Alberta Labour Relations Code.

ARTICLE 3 - "NO DISCRIMINATION"

- 3.01 The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rate, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of his/her membership or activity in the union.



ARTICLE 4 - GENERAL

4.01 The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect.

4.02 EMPLOYEE-MANAGEMENT COMMITTEE

- (a) The Employer and the Union agree to establish an Employee-Management Committee consisting of two representatives of the Bargaining unit of Local 2038 and two representatives of the Employer to discuss matters of mutual interest. The committee shall meet at the call of either side.
- (b) Members of the committee shall normally receive a notice and agenda for the meeting at least forty-eight (48) hours in advance of the meeting.
- (c) The committee will concern itself with the following general matters:
 - Discuss worker health and safety issues.
 - Review suggestions that could possibly improve and extend services to the public.
 - Respond and seek the resolution of complaints and differences other than formal grievances.
- (d) The Employee-Management Committee shall not have any jurisdiction over pay or any other item of collective bargaining, including the administration of this agreement. The committee does not have the power to bind either the Union or the Employer to any decisions or conclusions reached in discussions. The committee shall have the right to make recommendations with respect to its discussions and conclusions.
- (e) The Union may have the right to the assistance of a National Representative at any of its meetings, subject to the approval of the Employer.

4.03 Personnel Records

- (a) An Employee shall have the right once a year to access and to review his/her personnel record.
- (b) Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the Employees record.
- (c) No evidence from the Employees record may be introduced as evidence in any hearing of which the Employee was not aware at the time of filing.
- (d) An Employee shall have the right to make copies of any material contained in

his/her personnel record.

(e) Contents of the Personnel File will include the following information:

1. Personnel Form
2. Applicants Resume
3. Letter of Acceptance
4. Job Description
5. TD - 1 Form
6. Benefit Requests
7. Records of Qualifications and Applicable information
8. Evaluation Reports
9. Disciplinary Action
10. Training Requests
11. Leave Requests
12. Notice of Termination
13. Acceptance of Termination

4.04 Vehicle Operator Licences

- (a) Employees who are required to maintain a valid operator's license for the purpose of their work with the Employer shall be terminated from their employment in the event their operator's license is suspended for a period of more than twelve (12) months. An employee whose license is suspended shall, if the suspension is in force on one or more scheduled work days, notify the Employer immediately.
- (b) Employees whose operator's license has been suspended may be laid off until such time as the license is reinstated, if there is no work available, which the Employee is qualified to perform.
- (c) In the event of a layoff due to the suspension of an operator's license the affected Employee may be offered the first available position providing he/she is able to satisfy the requirements of the position. In such a situation the Employer shall make the final determination.

ARTICLE 5 - NOTICES

5.01 Each Employee shall keep the Employer informed of his/her current address and phone number.

All communications between the parties, unless otherwise specified shall be addressed to:

- (a) The unit chairperson of Local 2038, or C.U.P.E. Representative,

#103, 640 Kingsway Avenue S.E., Medicine Hat, Alberta T1A 2W9

- (b) The Chief Administrative Officer, Town of Vauxhall,
Box 509, Vauxhall, Alberta T0K 2K0

ARTICLE 6 - DEFINITION

- 6.01 "Code" means The Labour Relations Code of the Province of Alberta.
- 6.02 "Regular rate of pay" is the rate applicable to an Employee as set out in Schedule A, exclusive of allowances and premiums.
- 6.03 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer, including:
- (a) "Permanent Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature.
 - i) "Full-time Employee" is a regular Employee who works the full specified hours in the Hours of Work Article in this Collective Agreement:
 - ii) "Part-time Employee" is one who is hired for scheduled shifts, but whose hours of work is less than those of a full-time Employee.
 - (b) "Casual Employee" means an Employee hired on a temporary basis to fill a temporary position.
 - (c) "Temporary Position" means a position made temporarily vacant due to an Employee absent from work due to vacation, illness, accident, a leave of absence or a position for a specific job that will last for less than 6 months.
 - (d) "Probationary Employee" is a newly hired Employee who shall be on probation for the first one hundred eighty (180) calendar days from the date of hiring. During the probation period, new Employees shall be entitled to all rights and privileges of this agreement, except with respect to discharge for just cause. The employment of such Employees may be terminated at any time during the period without recourse to the grievance procedure except where the Employer has acted without just cause or has failed to advise the Employee of the shortcoming or infraction. After completion of the probationary period, seniority shall be effective from the original date of employment.
- 6.04 "Employer" shall mean the Town of Vauxhall or such Employee designated to carry out administrative duties in respect of the operation and management of the Town.
- 6.05 "Union" shall mean the Canadian Union of Public Employees Local 2038, which is party to this Collective Agreement.

- 6.06 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so required.
- 6.07 The Employer shall pay all legal costs for any actions initiated against an Employee by virtue of the performance of his/her employment duties providing such actions have not been caused or resulted from the wilful and wanton misconduct or dishonest act of such Employee.

ARTICLE 7 - TEMPORARY AND CASUAL EMPLOYEES

- 7.01 Except as modified elsewhere in this article or agreement, all provisions of this Collective Agreement shall apply to temporary and casual Employees.
- 7.02 Casual and Temporary Employees shall not be entitled to benefits provided in Article 18.
- (a) A casual or temporary Employee required to work on a Statutory Holiday shall be paid at double (2x's) times his/her basic rate of pay for all hours worked on such day.
- (b) A casual or temporary Employee, to be paid in addition to their basic rate of pay, four (4) percent, of his/her regular earnings in lieu of their vacation and one (1) percent in lieu of Statutory Holidays.
- (c) Part-time Employees will be the first offered additional shifts. The Employee shall have the option of working the offered shift at straight time, or refusing the work.
- 7.03 Salary rate as per Schedule "A".

ARTICLE 8 - HOURS OF WORK

The Employer will make every effort to provide hours of work as per his/her agreement, however, nothing in his/her article shall be construed as a guarantee of hours of work per day or per week.

8.01 Office Employees

Administrative Assistant
Accounting Clerk
Financial Analyst

A regular shift shall consist of 7 & 1/2 hours between 8:00 a.m. and 4:30 p.m. excluding one (1) hour for lunch Monday to Friday.

8.02 Public Works Staff

- a) A regular shift shall be from 7:30 a.m. to 4:30 p.m. excluding one (1) hour for lunch Monday through Friday, inclusive.
- b) The Public Works Operator assigned to the sanitary landfill shall have a regular shift from 7:30 a.m. to 4:30 p.m. excluding one (1) hour for lunch Tuesday to Friday inclusive and Saturday from 8:30 a.m. to 4:30 p.m. including a paid lunch period to be taken onsite when able due to the matter of work.

8.03 Utility Employees

The regular and normal work week shall be five (5) days per week. Monday to Friday both days inclusive, 7:30 a.m. to 4:30 p.m. excluding a one (1) hour lunch break at the midpoint of the shift.

8.04 Pool Staff

A regular shift shall not exceed any eight hours between 6:00 a.m. and 1:00 a.m. with one half (1/2) hour paid lunch (on the job) within those 8 hours. The weekly schedule shall extend from Sunday to Saturday inclusive, and shall be an average of not more than 40 hours per week.

8.05 The normal lunch period shall be from twelve (12) noon to one (1) p.m. each day except as where agreed to otherwise and except when otherwise designated by the Employer due to the matter of work.

8.06 If an Employee reports for work and is unable to commence work, due to no work being available, such Employee shall be paid two (2) hours at regular rates unless such Employee is sick and unable to work of his/her own volition.

8.07 Employees shall be permitted a fifteen (15) minute rest period in each half of a shift, and a fifteen (15) minute rest period is to be the total lapse of time from the time work is stopped to the time when work is commenced again. The rest period is to be taken at the place designated by the Employer.

8.08 Except in the case of fire, flood, sewer problems, snowstorms and such other emergency work and where practicable, the hours and days of work of each Employee shall be posted in an appropriate place.

8.09 An Employee called out after completing his/her regular shift or scheduled to perform routine checks on Saturday and Sunday and Statutory Holidays shall receive a minimum of two (2) hours pay at the appropriate overtime rate, and additional calls within a two (2) hour period shall for the purpose of calculation be considered as one call. The routine checks mentioned above will be at the Water Treatment Plant, Wastewater Treatment Plant and Recreation Facility.

- 8.10 Where the Employee is notified prior to the end of his/her regular shift that overtime work is necessary, he shall be compensated at the appropriate rate of overtime for actual overtime hours worked.
- 8.11 The Employer will provide a communication system for Employees on standby.
- 8.12 Employees on Stand-By must be able to respond to an emergency or trouble call within thirty (30) minutes from the time the call is initiated.
- 8.13 An Employee who is required to be on standby shall receive, in addition to their regular daily and overtime pay twenty-five dollars (\$25.00) per day Monday to Friday inclusive and forty dollars (\$40.00) per day each for Saturday and Sunday.
- 8.14 All Employees' qualified to operate the water, waste water or storm sewer system shall share in the on-call duties on a rotational basis.

ARTICLE 9 - SHIFT WORK

- 9.01 "Regular Shift" shall be defined as the normally scheduled hours.
- 9.02 (a) When the Employer determines a need to change a shift schedule, affected employees shall be given five (5) working days notice in writing, of a change in shift scheduling, except where the change is for short periods due to an emergency situation.
- (b) In the event of an unforeseeable circumstance which makes it necessary for the Employer to change an Employees shift schedule for a specific job, the Employer may, by giving the Employee twenty-four (24) hours notice in writing change the Employees schedule for the period of time it requires to complete the job that required the shift change.
- 9.03 (a) Unless mutually agreed upon, except for an emergency, Employees shall be given a minimum of twelve (12) hours rest between shifts. Where an Employee is required to return to work with less than twelve (12) hours rest, the Employee shall be paid at double (2 X's) their regular rate of pay for the first shift.
- (b) When an Employee is required to return to work for one (1) or more shifts where the Chief Administrative Officer or Town Council has deemed it to be an emergency condition, the rest period may be reduced to eight (8) hours. For Employees returning to work with less than eight (8) hours rest, the first shift shall be paid at double (2 X's) their regular rate of pay.
- (c) Employee exchanging a working schedule shift with another Employee, subject to obtaining written agreement with the other Employee and supervisor's written approval twenty-four (24) hours in advance of the requested change. Any overtime or shift bonus pay normally applicable to the shift will only apply to the Employee working that shift.

ARTICLE 10 - OVERTIME

10.01 All time worked beyond the normal workday, the normal workweek, or on a holiday, shall be considered as overtime. Overtime shall be calculated on the basis of one and one-half (1 & 1/2) times the regular rate of pay. Overtime worked in excess of four (4) hours per day or forty-eight (48) hours per week shall be calculated on the basis of two (2) times the regular rate of pay. "Overtime is authorized by the Employer and worked by the Employee."

10.02 All time worked on an Employee's regularly scheduled day off shall be paid at the rate of one and one-half (1 & 1/2) times the regular rate of pay.

10.03 TIME OFF IN LIEU

An Employee may take time off in lieu of accumulated overtime, up to a maximum of four (4) days, at any one time, providing such time is allocated in such a manner as best suits the operation of the department. All accumulated overtime as of November 30th of each year shall be automatically paid to the Employee. Time off shall be at the equivalent overtime rate. The Employee must designate at the time of work, his/her choice of cash payout or lieu time. Employees must submit a written request for lieu time off. Such time off must be mutually agreeable between the Employee and the C.A.O.

10.04 Where there is prior implementation of a modified or compressed work week, agreed to by the Union, overtime shall be altered to comply with the agreed hours of work, per day and per week, of the modified or compressed work week.

ARTICLE 11 - SENIORITY DEFINED

11.01 As the length of Seniority is defined continuous service with the Employer from the last date of hire.

11.02 Seniority List - the Employer shall maintain a seniority list for all positions showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union in January of each year and posted on the bulletin board in January.

11.03 Seniority for Lay-off and Recalls - In the event of a lay-off, Employees shall be laid off in the reverse order of their seniority, providing that the remaining Employees have the skills, qualifications and ability to do the work. Employees shall be recalled in the order of seniority providing they have the skills, qualifications and ability to do the work.

11.04 Re-engagement of Former Employees - Former Employees shall be defined as any Employee, employed by the Employer, who terminates his/her own employment. Should such Employee be later re-engaged, his/her seniority shall date from date of re-engagement.

11.05 Loss of Seniority - an Employee shall not lose seniority rights if he is absent from

work because of sickness, accident, lay-off, or leave of absence approved by the Employer. An Employee shall lose seniority in the event of:

- (a) He/she is discharged for just cause and is not reinstated.
- (b) He/she voluntarily terminates his/her employment in writing.
- (c) He/she is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible or when away without sufficient cause for one or two days on a reoccurring basis.
- (d) He/she fails to return to work within five (5) calendar days following a lay-off and after being notified to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address. An Employee recalled for casual work or employment of short duration at a time when he/she is employed elsewhere shall not lose his/her recall rights for refusal to return to work.
- (e) Is laid off for a period of over one year.

11.06 Seniority shall be maintained and will not accrue after Employees have been:

- (a) On Workers Compensation for more than twelve (12) continuous months;
- (b) On unpaid sick leave more than twelve (12) continuous months;
- (c) On Long Term Disability more than twelve (12) continuous months;

ARTICLE 12 - LAY-OFF

12.01 Permanent Employees who have successfully completed the required probationary period and who are to be laid off shall be given two (2) weeks notice in writing or two (2) weeks pay in lieu. Other Employees shall be provided with notice in accordance with the terms of the Employment Standards Code and its amendments.

12.02 Where the lay-off period is less than two (2) weeks, this Article shall not apply.

12.03 Grievance on Lay-Off - In the event of a re-call from a lay-off, if the Employer is unable to contact the Employee personally, re-call shall be deemed to have been carried out when this Employee fails to contact the Employer within five (5) working days of the receipt of a double registered letter to his/her last known address, or the double registered letter is returned to the Employer.

12.04 An Employee shall be considered terminated from employment, who, unless through sickness or other just cause fails to contact the Employer within five (5) working days of receipt of a double registered letter for the purpose of re-call to work, or has been on lay-off for longer than twelve (12) consecutive months.

ARTICLE 13 - HEALTH AND SAFETY

- 13.01 The Employer and the Employees shall comply with the requirements of the Occupational Health and Safety Act and regulations.
- 13.02 The Town reserves the right to establish, upon proper notification to the Union, Health Standards for its Employees and to require any Employee who desires to continue employment in his/her classification, to comply and to retain compliance with such standards. Proper notification will be deemed to be thirty (30) days prior to the implementation of the Health Standards.
- 13.03 Compliance shall be established by a medical examination conducted by a duly qualified medical doctor mutually agreed to by the Town and Employee and at the Town's expense. No permanent Employee shall suffer any loss of wages if the medical examination is conducted during regular hours of work. Failure to comply with the Health Standards shall justify the termination of the Employee.
- 13.04 Notwithstanding any of the above if there is a vacancy within a classification for which said Employee can meet the Health Standards, said Employee may be allowed to transfer into that vacancy.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

- 14.01 When a vacancy occurs or a new position is created, the Employer shall be at liberty to immediately fill the position temporarily but then shall post a notice in writing of the position so that all Employees will know about the vacancy or new position.
- 14.02 Such notices shall contain the nature of the position, and qualifications required and how and where to make application by the deadline stipulated.
- 14.03 In making promotions or staff changes and filling vacant positions within the bargaining unit, they shall be made on the basis of seniority, provided the senior applicant has the qualifications, skills, and ability to perform the work.

The successful applicant shall be placed on a trial period of ninety (90) days. In the event the applicant proves unsatisfactory, or if finds themselves unable to perform the duties of the new classification shall be returned to his/her former position and wage rate without loss of seniority.

ARTICLE 15 – HOLIDAYS

- 15.01 (a) The following shall be holidays for which Employees shall receive regular pay:

New Year Day	Good Friday	Easter Monday
Victoria Day	Canada Day	August Civic Holiday

Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	Family Day ¹

(b) Statutory Holiday Pay - Part-time Employees

Where a Statutory Holiday falls on an Employee's regular working day and the Employee is not required to work he/she shall be paid their regular scheduled hours.

15.02 All holidays declared or proclaimed by the Town of Vauxhall, The Province of Alberta or the Dominion of Canada, except where such proclaimed holiday is declared in lieu of one of the above named holidays.

If an Employee is scheduled or required to work on any of the above mentioned holidays, shall be paid the regular rate of pay for the holiday, plus one and a half (1&1/2) times the regular rate of pay for all hours worked. If a Statutory Holiday falls on an Employee's regular day off he/she shall be entitled to an extra day's pay for it.

15.03 To be eligible for holiday pay the Employee must work the regularly scheduled day immediately preceding such holiday and the regularly scheduled day immediately thereafter unless absent with permission of the Employer.

ARTICLE 16 - ANNUAL VACATIONS

16.01 All permanent Employees shall be granted paid vacations in accordance with the following schedule:

Length of Continuous Service Entitlement

Less than two (2) years	One (1) day per month or major portion thereof worked to maximum of ten (10) days per annum.
After two (2) years	Fifteen (15) working days.
After eight (8) years	Twenty (20) working days.
After fifteen (15) years	Twenty-five (25) working days.
After twenty (20) years	Thirty (30) working days.

Entitlement shall be calculated from the date the Employee commenced his/her continuous service. In the case of part-time Employees working less than a five (5) day week, their annual vacation entitlement with pay will be based on the weekly work schedule and hours, that is, if regular schedule is three (3) days, twenty-one (21) hours per week, then one week entitlement is three (3) working days.

¹ For as long as it is legislated by the Province of Alberta.

- 16.02 Paid holidays which fall during an Employee's vacation, may be taken in addition to vacation either immediately prior to/or immediately after said vacation.
- 16.03 Vacations may be broken into one-week periods only, and may or may not be consecutive to a maximum of two (2) weeks during the months of June and July. However, in special circumstances, upon the approval of the CAO, three (3) weeks vacation may be taken during these months.
- 16.04 Requests for vacations must be submitted to the Employer by April 30. The approved vacation schedule will be determined by seniority.
- 16.05 Vacation scheduled over Christmas will be rotated by seniority, to provide each Employee the opportunity to spend Christmas with his/her families.
- 16.06 Employees who wish to split their vacation period shall not be permitted a second choice until all Employees have had their first choice.
- 16.07 Employees may carry up to two weeks vacation over into the next year with approval of the Employer. If an Employee has not taken or scheduled their holidays by September 30th, the Employer will schedule their vacation period for the Employee.
- 16.08 (a) Requests for vacation periods outside of that mentioned above shall be submitted to their immediate supervisor in writing not less than two (2) weeks prior to commencement of vacation.
- (b) Requests for vacation pay cheques shall be made two (2) weeks in advance of the first day of the vacation period.
- 16.09 Employees who normally perform standby as provided under Article 8.12, will normally be required to complete or attend their standby function as scheduled whether this is prior to, or upon return from annual vacation.

For example, where an Employee is scheduled for standby on Saturday and Sunday prior to commencing annual vacation on the Monday, his/her vacation does not commence until said standby period is completed. Similarly, if a weekend standby is scheduled on the last weekend of an Employee's vacation, is expected to be available Friday p.m. Under no circumstance will an Employee be required to work standby on both weekends commencing and completion of vacation.

The above may, upon mutual agreement, be modified providing there is mutual agreement between the Employee and his/her immediate supervisors.

- 16.10 If an Employee books all of his/her holidays between November 1 and April 30 will receive a bonus of one additional week (5 days) of holidays. This bonus will not be prorated. If any holidays are taken outside of this period there will be no partial

bonus.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 (a) Leave of absence will be granted only insofar as the operation of the Town will permit, and the period of absence shall not exceed three (3) months and be without pay.

"An Employee shall be entitled to leave of absence without pay and without seniority when requests such leave for good and sufficient cause." The Employee shall apply in writing to the immediate supervisor at least five (5) working days prior to the beginning date of the leave. The immediate supervisor shall make a decision on the application within two (2) working days of receipt of the application. In emergency situations, time limits may be waived.

(b) Where permission has been granted to a representative of the Union to leave his/her employment temporarily with respect to a grievance, they shall suffer no loss of pay for the time so spent.

17.02 Leave of absence without pay and without loss of seniority may, subject to operational requirements, be granted to one Employee elected or appointed to attend Union Conventions or Seminars. Such time shall not exceed ten (10) working days in any one calendar year. Union request for such leave shall be in writing and mailed to the C.A.O. of the municipality not less than fourteen (14) days prior to the convention or seminar. Leaves shall not be unreasonably denied.

17.03 Providing twenty four (24) hours prior notice is received the Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an Employee the difference between his/her normal earnings and the payment he/she receives for jury service excluding payment for travelling, meals or other expenses. The Employee will present proof of service and the amount of pay received. Time spent by an Employee required to serve as a court witness in any manner arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

17.04 Sick Leave - Permanent Employees shall be entitled to sick leave of one and one half (1 & 1/2) days per month to a maximum of eighteen (18) days. Any unused portion on December 31st of any calendar year will be carried over into the next calendar year and shall be accumulated to a maximum of one hundred and nineteen (119) calendar days.

In the case of Employees working and or scheduled less than full-time, one (1) day per month, with the same accumulation as above.

(a) For any illness exceeding three (3) days duration, a Doctor's Certificate must be submitted confirming the illness.

- (b) The Employer bears no responsibility for Employees who become incapacitated while gainfully employed or in the employment of an Employer other than the Employer.
 - (c) The Employer shall maintain an accumulated sick list and publish this every January of each year. This can be done in conjunction with proposed Article 11.02 (Seniority List).
 - (d) Payment for illness that starts prior to, during, or immediately following an Employee's scheduled vacation shall be paid accordingly when substantiated by a Doctor's Certificate.
 - (e) Family Leave - In case of illness of a dependent child or spouse or parent where no other than the Employee is able to provide his/her needs, the Employee shall be entitled, after notifying his/her immediate supervisor, to use up to three (3) days of his/her sick leave for this purpose.
 - (f) Employees who take time away from work for medical, dental, optical appointments shall have such deducted from ~~the~~ their sick leave accumulation in one (1) hour increments.
- 17.05 Bereavement Leave – An Employee shall receive three (3) regularly scheduled working days without loss of wages to attend the funeral in the case of the death of a parent, step-parent, guardian, fiancée, spouse, in-law, sibling, step-sibling, child, step-child, aunt, uncle, niece or nephew. Spouse shall include wife, husband, common-law or same-sex partner. In the event of the death of another relative or close friend, the Employer may grant up to one day off with pay to attend the funeral services.
- Bereavement leave shall be extended by an additional two (2) regularly scheduled working days without loss of wages if the Employee is required to travel in excess of two hundred (200) kilometres one way from his/her residence in order to attend the funeral of any of the relatives noted above.
- Bereavement leave shall be extended by an additional two (2) regularly scheduled working days without loss of wages in the event of the death of an Employee's spouse or child.
- The above shall also be deemed to include relatives of Employee's spouse.
- 17.06 One (1) day shall be granted without loss of wages to attend a funeral as a pallbearer provided notice is given 24 hours in advance. There will be only one use made of this provision per calendar year unless extenuating circumstances justify otherwise.

17.07 In addition to the above-specified days leave with pay, additional time as may reasonably be necessary may be granted without pay with the provisions that all applications for such extensions must be submitted at the time of the original request, unless extenuating circumstances justify otherwise.

17.08 Education Leave - Where it is necessary for an Employee to take leave of absence in order to attend education conferences, or sessions, or to write examinations to improve his/her qualifications, and where such will be of a benefit to the Employer, such leave shall be given without loss of regular pay or seniority, providing the Employee has received prior permission of the Employer. Such requests and approval shall be made in writing.

ARTICLE 18 - BENEFITS

18.01 All permanent Employees shall be entitled to coverage under the following:
 Medical and health Benefits:

1. Extended Health Care
2. Life Insurance at double the Employee's wage
3. Long Term Disability **
4. Dental
5. Employee Assistance Program

Hospital room semi- private level, additional benefit payout per day for a private room, private nursing care up to a pre- determined amount over a period of years, prescription drugs, ambulance, out-of-province benefits, hearing aids.

** To pay out a benefit of two-thirds (2/3) of salary commencing on the one hundred and twentieth (120) day of sickness.

18.02 The Employer will pay premiums on the benefit plan according to the following schedule:

	Employer	Employee
Extended Health Care	100%	
Life Insurance	100%	
Long Term Disability		100%
Dental Plan	80%	20%
Employee Assistance	100 %	

18.03 If an Employee is injured in an accident unrelated to his/her employment with the Employer, or if an Employee is sick and is not entitled to any sick leave credits as provided, the Employee may if so chooses, contribute 100% of the premiums payable in relation to the medical and hospital benefit plans or the benefit plans mentioned in Article 18.01 in order to maintain his/her coverage or entitlement under these plans.

18.04 An Employee prevented from performing his/her regular work with the Employer on

account of an occupational accident that is covered by The Worker's Compensation Act, shall be paid at the regular rate which was paid before such injury, provided that he/she assigns to the Employer the amount payable to him/her by The Worker's Compensation Board.

At such time as the Worker's Compensation Board certifies that the Employee is able to return to work, or if The Board grants a partial or total disability pension, then no further benefits shall be payable by the Employer under this section.

The Employer shall discontinue this benefit after the Employee has been off the job for one (1) year.

18.05 Coverage for benefits listed in Section 18.01 shall commence in the first (1st) day of the calendar month following ninety (90) days of continuous employment with the Employer.

18.06 Local Authorities Pension - In addition to Canada Pension Plan, every eligible Employee shall participate in the Local Authorities Pension Plan. The Employer and the Employee shall make contributions in accordance with the provisions of the plan.

18.07 Deduction of Union Dues - the Employer shall deduct from the gross earnings of each Employee covered by the Collective Agreement monthly amounts equal to the monthly membership dues as it advised by the Union. Such deductions shall be forwarded to the authorized representative of the Union no later than the fifteenth (15) day of the month following and shall be accompanied by a list of those Employees from who deductions have been made and the amounts of Union dues deducted and gross earnings of each Employee. Such lists shall indicate newly hired and terminated Employees.

The Union agrees to indemnify and save the Town of Vauxhall harmless against any claim arising out of the application of this Article.

18.08 The Union shall advise the Employer in writing of any change in the amount of dues to be deducted from the Employees covered by this collective agreement. Such notice shall be communicated to the Town at least thirty (30) days prior to the effective date of the change.

ARTICLE 19 - CLOTHING, TOOLS AND EQUIPMENT

19.01 Gloves, hard hats and safety rubber boots will be supplied to Employees assigned to the duties requiring their use in accordance with Occupation Health and Safety Act.

19.02 Permanent outside Employees will be supplied with one (1) pair of regular coveralls and one (1) pair of winter coveralls per year which shall be replaced based on inspection and need determined by the Town Foreman. Coveralls are to be worn only while undertaking town duties.

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- 19.03 The Employer agrees to reimburse once per year, upon proof of purchase, an Employee a maximum of one hundred & fifty (\$150.00) dollars toward the purchase of a pair of new (green tab) C.S.A. approved safety toed boots. Outside Employees shall wear C.S.A. approved footwear at all times. An Employee who reports to work with unauthorized footwear will be sent home and pay docked for time away from work.
- 19.04 The Employer shall supply tools and equipment required by Employees in the performance of their duties.
- 19.05 The Employee who is on standby will be allocated the use of a Town Vehicle for town work only and shall be permitted to keep the said vehicle at his/her residence during this period. The said vehicle will be used for Town use only.

ARTICLE 20 - SHOP STEWARDS

- 20.01 The Shop Steward is accepted in principle by the Employer. The Union shall list with the supervisory personnel designated by the Employer, the current shop stewards and the shop stewards shall be recognized by the Employer and be part of the Grievance Procedure provided that the number of shop stewards shall not exceed one (1) plus one (1) alternative for every fifty (50) or fraction thereof of the Employees covered by this agreement.
- 20.02 The Union shall notify the Employer of any changes in the designated shop stewards within seven (7) days of a change.
- 20.03 RIGHTS OF SHOP STEWARDS - The Union shall have the right to have the assistance of one representative of the Canadian Union of Public Employees in dealing with or negotiating with the Employer. Such representative shall not be denied reasonable access to the Employer's premises in order to investigate and assist in the settlement of a grievance, taking into consideration operation necessities. No grievance handling or union activity shall take place on Employer's property, at work sites or during working hours without the required permission, in writing, of the supervisor designated by the Employer as being responsible for the work in that area. Such permission shall not be unreasonably withheld.

ARTICLE 21 - GRIEVANCE PROCEDURE

- 21.01 It is the mutual desire of the parties that a complaint of an Employee shall be resolved as promptly as possible. It is understood that an Employee has no grievance until has first discussed his/her complaint with his/her immediate supervisor without satisfactory resolve. His/her steward of his/her designate may if wishes, accompany the Employee. Should any differences arise between the Employer and any Employee from the interpretation, application, administration, or alleged violation of the provisions of this agreement, an earnest effort shall be made to settle such differences without undue delay, in the following manner:

No grievance shall be considered where circumstances giving rise to the grievance should reasonably have been known to the Employee more than thirty (30) working days prior to discussing the matter with his/her Supervisor.

21.02 Failing satisfactory settlement the following grievance procedure shall apply:

STEP 1 - an Employee(s) who believes himself/herself to be aggrieved shall, within five (5) working days, take up the matter in writing with his/her immediate Supervisor and attempt to solve the grievance. For the Shop Steward accompanies this purpose may, if he/she wishes, provide the Supervisor has been given notice.

STEP 2 - failing satisfactory settlement at Step 1, the Employee(s) concerned, together with the Shop Steward, shall within five (5) working days after receiving the Supervisor's decision, submit the matter in writing to the Chief Administrative Officer or his/her designate. A hearing shall take place within five (5) working days from the date that the grievance was submitted at this step. A written decision on the grievance, together with reasons, will therefore be given to the Union within ten (10) days of the hearing.

STEP 3 - if this grievance is not settled, the Union shall take the matter up with the Town Council Personnel Committee within five (5) working days of receiving the C.A.O.'s or his/her designates decision. The Town Council Committee shall, within five (5) working days after its next regular meeting, make its decision in writing to the Union.

Prior to moving the grievance into Arbitration the parties may by mutual agreement, decide in writing, to submit the matter to Grievance Mediation. Should such an option be considered, time limits under Step Three would be waived, and cost of the mediator would be shared on an equal basis between the parties.

21.03 POLICY GRIEVANCE - Where a dispute, involving a question of general application or interpretation occurs, or where the Union/Employer has grievance, Step 1 of the Grievance Procedure may be by-passed by mutual agreement.

21.04 EXTENSION OF TIME LIMITS - Time Limits in the grievance procedure may be extended by mutual agreement between the Employer and the Union confirmed in writing.

ARTICLE 22 - ARBITRATION

22.01 Should a grievance not be settled through the Grievance Procedure, the matter would then be referred to arbitration in accordance with the Alberta Labour Relations Code.

22.02 Parties may, by mutual agreement choose to have the matter come before a Single arbitrator or a Board of Arbitration.

22.03 EXPENSE OF THE BOARD - each party shall pay:

1. The fees and expenses of the Arbitrator it appoints.
2. One half (1/2) of the fees and expenses of the Chairman.
3. No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

ARTICLE 23 - NO STRIKES; NO LOCK-OUTS

23.01 In view of the orderly procedures established this Agreement for the settling of disputes in the handling of grievances, the Union agrees that, during the life of this Agreement, there shall be no strikes, and the Employer agrees that there shall be no lock-outs.

23.02 Interpretation shall be in accordance to the Labour Relations Code.

ARTICLE 24 - JOB CLASSIFICATION AND RE-CLASSIFICATION

24.01 Any Employee assigned to train in a higher classification and working under the supervision of a person in that classification, shall receive such training at his/her listed payroll rate of pay.

24.02 Any Employee required to perform the duties of a higher classification shall be paid the rates of the higher classification except where the performance of this higher classification is not greater than five (5) days. If the higher classification is for a longer period than five (5) days the Employee shall receive full pay for the time is employed in the higher classification. Any Employee required to perform the duties of a classification for which a lower wage has been established shall continue to be paid at the rate established for the classification under which is listed on the payroll.

24.03 When the duties in any classification are changed requiring new and additional skills or when any position not covered by the Salary Schedule is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and Union. If the parties are unable to agree on the pay of the job in question, within the first fourteen (14) days of the first notification, such dispute shall be submitted to grievance, mediation, and/or arbitration. The new rate shall be retroactive to the time the position was first filled by the Employee. No monies will be collected from the Employee if the new rate established by arbitration, is lower than the rate initially established.

If the Employer and the Employees cannot agree on whether or not a new position is within the scope of collective bargaining, the matter shall be referred to the Alberta Labour Relations Board for determination.

24.04 Establishing Number of Employees - the Employer reserves the right to establish the number of Employees required in each classification.

24.05 Sub-Foreman

When the Town Foreman is absent for more than five (5) consecutive days, then a sub-foreman will be appointed by the Town Foreman.

When an Employee is appointed to the position of relief or sub-foreman, the Employee shall be paid one dollar (\$1.00) per hour over and above his/her regular rate of pay for all hours worked.

24.06 JOB CLASSIFICATIONS

Public Works Operator 1

Responsible for general maintenance (including administrative duties such as recordkeeping and maintenance scheduling) and operation of light duty equipment such as weed whackers, mowers, shop tools, pick-up trucks and skid steers, mowing of parks and open areas. Landfill duties including compliance of all Codes of Practice and Operations Plan, weekly garbage pick-up, utility readings, not responsible for but assist in utility repairs and must have a valid operator's licence.

Public Work Operator 2

Responsible for Public Works Operator I duties as well as maintenance and operation of medium sized equipment such as loaders, backhoes, street sweeper, single axel trucks, must have a valid operator's licence with a Q endorsement.

Public Works Operator 3

Responsible for Public Works Operator I and II duties as well as maintenance and operation of large-heavy equipment such as grader, tandem axle truck or larger trucks and large specialized equipment.

Utility Operator 1

A Public Works Operator I, II or III who has obtained and holds an AWWOA Level I Water Treatment, Water Distribution, Wastewater Collection and Wastewater Treatment Certificates, and performs duties which they are qualified for in regard to the Town's Water, Wastewater and Sewer System.

Utility Operator 2

A Utility Operator who has obtained and holds an AWWOA Level 2 Water Treatment Operator Certificate, which includes the duties of a Utility Operator I plus reaching the required level of certification as stated by Alberta Environment for the Vauxhall Water Treatment Plant.

Sub Foreman

An Employee assumes this position in the absence of the Foreman and works under the general direction of the C. A. O. He/she supervises work performed by Employees assigned to him and is required to prepare daily reports of jobs performed. He is also required to work with Employees under his supervision and control.

Bm

Administrative Assistant

Responsibilities include managing agendas, schedules, attendance at meetings, preparation of minutes; assist with research and organizing special projects. General clerical and other related duties also act as back-up for other administration staff as required.

Accounting Clerk

Responsibilities include customer service and performance of daily tasks required to maintain A/P, A/R and Tax sub-ledgers. Assist with land and sub division authority, general clerical and other related duties and act as a back-up for other administrative staff as required.

Financial Analyst

Responsibilities include tasks required for preparation of financial statements such as review and analysis of variances, journal entries, reconciliations, administration of payroll and benefits. Maintain TCA records and schedules. Assist with general clerical, customer service and other related duties and act as back-up for other administrative staff as required.

ARTICLE 25 - NOTICE OF TERMINATION

25.01 All Employees shall be required to give notice of termination, where possible, in writing to their immediate supervisor two (2) weeks prior to their last working day.

ARTICLE 26 - DISCIPLINE AND DISCHARGE

26.01 Whenever the Employer deems it necessary to discipline an Employee in a manner indicating that suspension or dismissal may follow any further infraction as may follow if such Employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such discipline and the infraction and/or substandard performance to the Employee involved with a copy to the Union. The Employee's reply to such complaint will be included on or attached to the disciplinary report and become part of the record.

26.02 Adverse reports, letters of reprimand, disciplinary reports including suspension shall not be used against an Employee at any time after twenty-four (24) months following the date of the report, letter or suspension.

26.03 The Employer may discipline or dismiss for just cause.

ARTICLE 27 - TERMS OF AGREEMENT

27.01 Any changes deemed necessary by either party may be made by mutual agreement during the life of this collective agreement.

27.02 This agreement shall be effective from January 1, 2011 to December 31, 2012, or from year to year thereafter unless either party chooses to open the contract. If either party so chooses they must give notice of their intention to commence collective bargaining, in writing to the other party, not more than 120 days nor less than 60 days prior to the expiry or anniversary expiry date of the agreement.

27.03 The Employer and the Union agree, should the notice to bargain be given by either the Employer or the union, this collective agreement shall not cease to operate but will continue to operate until a replacement or renewal collective agreement is entered into between the parties or until a strike or a lockout occurs.


SIGNED this 5 day of APRIL 2011

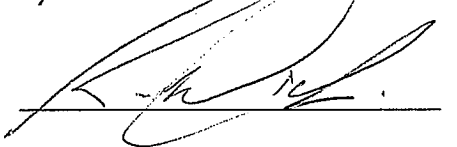
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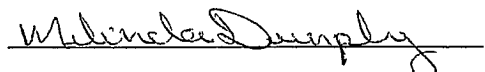
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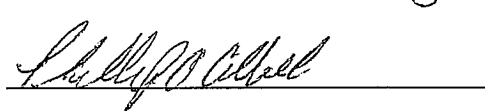
The Town of Vauxhall
Province of Alberta

The Canadian Union of Public
Employees Local 2038









SCHEDULE "A"

EMPLOYEE WAGE RATES

January 1, 2011 January 1, 2012

Public Works Operator 1	18.75	19.22
- Plus Utility Operator 1	19.77	20.27
- Plus Utility Operator 2	20.80	21.32
Public Works Operator 2	20.26	20.77
- Plus Utility Operator 1	21.29	21.82
- Plus Utility Operator 2	22.31	22.87
Public Works Operator 3	21.45	21.99
- Plus Utility Operator 1	22.48	23.04
- Plus Utility Operator 2	23.50	24.09
Administrative Assistant	17.13	17.56
Accounting Clerk	21.45	21.99
Financial Analyst	23.63	24.22
Temporary/Casual/Summer Staff	13.76	14.10

Differential between job rate and start rate (probationary period), for permanent Employees, to be one dollar and fifty (\$1.50) cents.

The Town reserves the right to adjust employee positions if an employee, through no fault of the Town, no longer qualifies for duties as stipulated.

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE Local 2038

(hereinafter referred to as the "Union")

AND

Town of Vauxhall

(hereinafter referred to as the "Employer")

The Union and Employer agree to maintain the Out-of-Schedule wage rates for Mindy Dunphy and Danny Dunn. A special adjustment was bargained for Mindy Dunphy and Danny Dunn in the January 1, 2009 to December 31, 2010 Collective Agreement between the Union and Employer.

The parties agreed that Mindy Dunphy's wage rate was to be adjusted by \$0.25 per hour prior to applying the general wage increase on January 1, 2009. As a result, her wage was adjusted to \$21.19 per hour as of January 1, 2010. Accordingly, the general wage increases of 2.5% on January 1, 2011 will be applied to the \$21.19 per hour rate. The Out-of-Schedule rate will apply to Mindy Dunphy until she vacates her current position or the parties agree to make further changes.

The parties agreed that Danny Dunn's wage rate was to be adjusted by \$0.50 per hour prior to applying the general wage increase on January 1, 2009. As a result, his wage was adjusted to \$20.27 per hour as of January 1, 2010. Accordingly, the general wage increases of 2.5% on January 1, 2011 will be applied to the \$20.27 per hour rate. The Out-of-Schedule rate will apply to Danny Dunn until he vacates his current position or the parties agree to make further changes.

Signed this day of 2011

SIGNED ON BEHALF OF UNION

SIGNED ON BEHALF OF EMPLOYER

Mindy Dunphy
.....
Phillip O'Connell
.....

Barbara [Signature]
.....
[Signature]
.....

DATE *April 5, 2011*

DATE *March 17, 2011*

