

COLLECTIVE AGREEMENT

between

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE Local 70

and

TOWN OF FORT MACLEOD

January 1, 2009 to December 31, 2011

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COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES



(hereinafter referred to as the "Union")

PARTY OF THE FIRST PART

- and -

TOWN OF FORT MACLEOD

(hereinafter referred to as the "Employer")

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

- (a) In this Agreement:
 - (1) "Employees" shall be defined as only those persons covered by the terms and conditions of this Collective Agreement and who fulfil the duties and responsibilities specifically outlined in Articles 16 and 27, and are paid in accordance with Article 28 of this Agreement. This includes Employees hired to replace those listed in Article 27.
 - (2) "Employer" shall be defined as the Municipality of the Town of Fort Macleod as directed by the Council of the Municipality of the Town of Fort Macleod.

- (3) "Union" shall be defined as Local 70 of the Canadian Union of Public Employees.
- (4) Where the plural form is used in this Agreement, it shall have the same meaning as the singular form.
- (5) Where the masculine form is used in this Agreement, it shall have the same meaning as the feminine form.

ARTICLE 2: RECOGNITION

- (a) The Employer recognizes the Union as the sole bargaining agency for all Employees specified in this Agreement.
- (b) The Employer agrees not to bargain collectively with any other labour organization affecting Employees covered by this Agreement during the life of it.
- (c) 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.

ARTICLE 3: MEMBERSHIP

- (a) The Town 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 five (5) 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. The Town further agrees to type the total amount of Union deductions on each Employee's T-4 slip for income tax purposes.

ARTICLE 4: HOURS OF WORK & POSTING OF SHIFTS

- (a) The regular working hours shall not exceed eight (8) hours per day, nor more than forty (40) hours per week.
- (b) 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.
- (c) 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., with one (1) hour interval to be taken by Employees between 11:00 a.m. and 1:00 p.m., at the discretion of the Employer.

- (d) The Employer shall have the option to post shifts for those Employees required to perform the business of the Employer at hours other than those shown in 4 (c), and shall implement same by placing a notice outlining the condition of the shift work and times to be worked on a notice board provided at the workplace; it being expressly provided, however, that the Employer shall not post a shift to commence prior to three (3) days after the date of said notice, nor shall any shift so posted consist of a work period of more than forty (40) hours; it being provided that no shift will be constituted so that an Employee will be required to work 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.

- (e) 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 ($1\frac{1}{2} \times$) their regular rate of pay for the actual time worked, unless regular lunch hour is taken earlier or later than the prescribed time.
- (f) Employees required to work a regular shift on Saturdays, Sundays and public 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.
- (g) A schedule of rotation of weekends for checking the filtration plant will be set up for the Employees who are involved in this work.
- (h) **Reporting Pay Guarantee:** An Employee reporting for work on his/her regular schedule of work shall be paid his/her regular rate of pay for the entire period of work, with a minimum of three (3) hours pay.

ARTICLE 5: CHANGE OF WORK

- (a) 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.
- (b) Any Employee doing a job that carries a higher rate of pay shall receive that rate of pay for all hours worked in that classification.

- (c) When any member of the bargaining unit 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

- (a) All Employees shall be paid every second Friday, provided that if such date be a statutory holiday, payment shall be made on the last working day prior to such statutory holiday.

ARTICLE 7: OVERTIME & BANKED TIME

- (a) 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 time and one-half (x 1½) for the first two (2) hours after the expiration of the regular shift, and double time (2 x) thereafter.
- (b) 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 at the applicable overtime rates. The use of time off must be mutually agreeable between the Employee and their Supervisor.
- (c) 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.
- (d) A minimum pay out of double time (2 x) for two (2) hours shall be paid for emergency call outs. Call outs within two (2) hours of each other shall be considered as one (1) call for the purposes of calculating pay for an Employee called out.
- (e) Employees required to work on their regular scheduled days off will be paid double time (2 x) their regular hourly rate of pay for all hours worked.
- (f) Any Employee who is not available on an emergency call out will not be disciplined or held responsible, unless said Employee is paid standby.

(g) **Standby**

- (1) 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 Holidays:

January 1, 2009 3.5%	January 1, 2010 4.75%	January 1, 2011 4.75%
\$51.75	\$54.21	\$56.78

- (2) 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, 2009 3.5%	January 1, 2010 4.75%	January 1, 2011 4.75%
\$25.88	\$27.11	\$28.40

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

ARTICLE 8: STATUTORY HOLIDAYS

- (a) The following shall be considered as paid statutory holidays:

New Years Day	Good Friday	Victoria Day
Dominion Day	August Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day	One Personal Day (see clause e)	Family Day

and all general holidays proclaimed by the Town of Fort Macleod, the Province of Alberta, or the Dominion 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.

- (b) If a statutory or declared holiday falls on an Employee's day off, he shall be entitled to an extra days pay for same, or given a day off with pay. If a statutory 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.

- (c) If a statutory or declared holidays falls on an Employee's regular working period and he works, he shall be paid at double time (2 x) his regular hourly rate of pay, as covered by this Agreement, for each hour worked in addition to his normal pay for the day, or he shall have two (2) days off with pay in lieu of the holiday worked and such time will be at the option of the Employer.
- (d) Subject to prior approval by the parties to this Agreement, where a statutory holiday (excluding Remembrance Day) falls on a Tuesday, Wednesday or Thursday, then the Monday or Friday may be taken as the holiday. For clarification, if an Employee works on the lieu day, overtime shall be paid as per other provisions of this Agreement.
- (e) It is agreed that prior to the use of the one (1) personal day, it must be mutually agreed between the Employee and the Employer as to the date of use.
- (f) All casual and seasonal Employees shall be paid statutory holiday pay in accordance with the regulations of the Employment Standards Code.

ARTICLE 9: ANNUAL VACATION

- (a) All permanent Employees after one (1) year of service shall receive two (2) weeks vacation with pay.

All permanent Employees after three (3) years of service shall receive three (3) weeks vacation with pay.

All permanent Employees after six (6) years of service shall receive four (4) weeks vacation with pay.

All permanent Employees after twelve (12) years of service shall receive five (5) weeks vacation with pay.

Annual vacation may not be broken into periods of less than one (1) day.
- (b) All casual and seasonal Employees shall be paid holiday pay in accordance with the regulations of the Employment Standards Code.
- (c) Pay to carry on at the regular rates during the vacation period.
- (d) Statutory or declared holidays are not to be included in the calculations of vacations.
- (e) Preference for vacation of permanent Employees to be based on a rotation system, starting with the names in order of seniority for the first year, then the top two (2) names going to the bottom the next year, and every year thereafter. List for holidays shall be posted the first day of April every year thereafter. List for holidays shall be posted the first day of April each year so Employees can fill in their choice for annual vacation.

- (f) Employees terminating, or having his/her employment terminated, shall be paid vacation pay in accordance with his/her vacation entitlement.
- | | | |
|--------|-----------------------------|--------------------------------------|
| (i.e.) | Two (2) weeks entitlement | four percent (4%) of gross earnings |
| | Three (3) weeks entitlement | six percent (6%) of gross earnings |
| | Four (4) weeks entitlement | eight percent (8%) of gross earnings |
| | Five (5) weeks entitlement | ten percent (10%) of gross earnings |

- (g) **Vacation Calculation:** Employees shall be granted vacation based on their anniversary year. Vacations may be used by the Employee any time in the twelve (12) calendar months following their anniversary date.

- (h) Any Employee taking one (1) or more weeks of his/her vacation entitlement during the period of January 1st to March 31st shall receive an additional three (3) days of vacation leave.

The additional vacation leave may only be used once during the period of January 1st to March 31st.

ARTICLE 10: PENSION

- (a) The Employer agrees that all permanent Employees will be covered by the Local Authorities Pension Plan (LAPP) in addition to the Canada Pension Plan (CPP).

ARTICLE 11: SENIORITY, PROMOTIONS & RE-ENGAGEMENTS

- (a) 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.
- (b) 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 necessary ability to perform the assignment. Where a position is for longer than fifteen (15) working days, it shall be posted as per 11 (a). Upon expiration of the time limit as set out in the posting, the Employees(s) shall revert to their former positions.
- (c) **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.

- (d) The Employer reserves the right to determine when a vacancy exists and whether or not same will be posted. Where the position is posted, it shall be placed in all work locations for a minimum of five (5) working days.
- (e) 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, his/her seniority shall date only from the time of his/her re-engagement.
- (f) **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 his/her former position or the Employee may choose, during the trial period, to revert to his/her former position, wage and/or salary rate. Any other Employees displaced as a result of any reversion shall also be returned to his/her former position.
- (g) **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 his/her 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.
- (h) Employees shall be permitted to retire in accordance with the rules and regulations of the Local Authorities Pension Plan and/or Canadian Pension Plan.

Employees wishing to continue work in excess of the aforementioned provisions must make written application to the Employer on an annual basis. No Employees shall be laid off or new positions created due to this arrangement.

ARTICLE 12: GRIEVANCE PROCEDURE

- (a) 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 I: Any Employee who believes he/she has a grievance shall firstly discuss the matter with their immediate supervisor. Failing resolution through discussion, the grievance shall be submitted, in writing, to the out-of-scope supervisor who shall render a written decision within fourteen (14) calendar days of receiving the written grievance. In the absence of an out-of-scope supervisor, the grievance shall be initiated at Step II 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 II: Failing satisfactory settlement in Step I, the grievance shall, within seven (7) calendar days of receiving the written reply in Step I, be submitted in writing to the Municipal Manager. The Municipal Manager shall render a written decision within fourteen (14) working days of receiving the grievance.

Step III: If the Step II 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 II.

- (b) 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 II, 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) Employees 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.

- (c) 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.
- (d) Written communication in the grievance procedure shall at all times be between the parties to this Agreement, with copies to the griever.

- (e) 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 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

- (a) Leave of absence without pay will be granted only insofar as the operation of the department will permit, and the period of absence shall not exceed three (3) months, with the exception of leaves taken under Clause (j).
- (b) The Employee must give sufficient and reasonable notice (a minimum of two (2) weeks) in writing to the Employer when requesting same.
- (c) Such request is only valid if authorized by the Municipal Manager or his designate.
- (d) On return from such leave, the Employee will be entitled to his/her former position.
- (e) Should an Employee's application be refused he/she shall have the right to appeal to the Municipal Manager; whose decision shall be final in all cases.
- (f) 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.
- (g) 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 his/her services with the Employer if he/she fails 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.
- (h) When it is necessary for the Union to make application for leave of absence for an Employee or Employees, 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.
- (i) 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 such an Employees 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 proof of service and the amount received. Time spent by an Employee 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 his/her employment shall be considered as time worked at the appropriate rate of pay.

- (j) Employees are eligible for the maternity, parental and adoption leave benefits specified in the Employment Standards Code of Alberta.

ARTICLE 14: ABSENCE WITHOUT LEAVE

- (a) Absence from work by an Employee without permission, in writing, by the Employer will constitute a breach of this Agreement and will be sufficient grounds for immediate dismissal at the option of the Employer; providing however that such absence is not caused through sickness.

ARTICLE 15: SICKNESS

- (a) All Employees, on an annual basis, 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.
- (b) Employees shall be allowed one and one-half (1½) sick days per month, with pay, providing that such sickness is covered by a doctor's certificate, if same is requested by the Employer. 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.
- (c) The Employer agrees to cover all permanent Employees who have met the eligibility requirements of the plan(s) covered by the agreement under the Alberta Health Care Insurance Plan and extended health care with the Employer paying one hundred percent (100%) of the premiums for extended health care. Such coverage shall commence only when the Employee has met the eligibility requirements of the plan(s), that being completion of the six (6) month probationary period.
- (d) Each Employee will be registered under a dental plan equivalent to the Basic Blue Cross Dental Plan with options I & II, with the Employer paying one hundred percent (100%) of the premiums. Such coverage shall commence only when the Employee has met the eligibility requirements of the plan(s).

- (e) An Employee absenting him/herself from work due to illness shall advise the foreman of the department prior to their starting time. Employees are requested to provide as much advance notice as possible.

ARTICLE 16: EMPLOYMENT DEFINITIONS

- (a) A “Permanent Employee” is an Employee who has filled a permanent position and has successfully completed the probationary period.
- (b) A “Term Employee” is an Employee who is hired for a pre-determined period not to exceed ten (10) months, and includes Seasonal Employees. 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. This shall not prevent a term Employee from consideration for permanent employment.

- (c) A “Casual Employee” is an Employee who is hired for an indeterminate length of time and works on an “as needed” basis to fill in for permanent Employees during periods of absence or where there is a need for extra help during periods of work overload. They shall not be considered a part of the regular work force.

All rights of this Collective Agreement will apply to Casual Employees, except the rights to earn seniority or apply the Grievance Procedure. This shall not prevent a Casual Employee from consideration for permanent employment.

- (d) The “Probationary Period” is the first six (6) months of employment during which the Employer assesses newly hired Employees for ability and suitability for continued employment. During the probationary period, the Employer has the sole right to terminate the employment of a Probationary Employees and such termination shall be subject to grievance only up to Step II of the Grievance Procedure. A review of a Probationary Employee’s progress shall be conducted at approximately the mid-point of the probationary period and the Employee shall be advised, in writing, of the results of the review.

ARTICLE 17: TRAINING & UPGRADING

- (a) As the need arises the Employer agrees to provide on-the-job training to upgrade Employees’ to 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.

- (b) 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, 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 Subsistence Policy. If such training requires more than three (3) hours travel each way, the Employer will reimburse the Employees for reasonable accommodation expenses.

ARTICLE 18: CLOTHING

- (a) Slickers, rubber gloves, and rubber boots, will be made available to all Employees when working in wet conditions. All Employees will be supplied with appropriate work gloves and safety equipment as required, but not including items specifically listed in (b) below.
- (b) All Employees 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 coveralls, or
 - one (1) pair of steel toed safety boots.
- All clothing, etc., shall be available on an 'as required' basis.
- (c) The above-mentioned clothing will remain the property of the Employer, and 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. When not being used, it must be returned to the Employer.
- (d) The Employer will contribute towards the replacement of prescription lenses for eyeglasses for the mechanic (welding damage) and the electric department staff (spark damage). The Employer will contribute a maximum of one hundred dollars (\$100.00) per Employee every two (2) years.

ARTICLE 19: DISCRIMINATION

- (a) The Employer shall show no discrimination at any time against the Employees because of the connection with trade Union organizations; and further agrees there shall be no discrimination, interference or coercion exercised or practised with respect to any Employees.
- (b) The Employer will not use their position to solicit donations from any Employee for any purpose whatsoever.

- (c) If meetings between the Employer and the Union dealing with negotiations, are held during working hours, the Employees on the committee will be paid while attending without loss of pay.

ARTICLE 20: REDUCTION OF STAFF

- (a) **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.
- (b) **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.
- (c) **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.
- (d) **No New Employees:** New Employees shall not be hired until those laid off have been given an opportunity of recall.
- (e) **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, he/she shall be paid for the days for which work was not made available.

ARTICLE 21: DISCIPLINE

- (a) Dismissal must be for just cause.

Principle of Innocence: Both parties agree that an Employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an Employee who has completed his/her probationary period, and which may result in the suspension or discharge of the Employee, the following procedure shall be followed:

Adverse Report: The Employer shall notify an Employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days of becoming aware of the complaint, with copies to the Union and to the CUPE Representative. This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her in regards to discharge, discipline, promotion, demotion, or other related matters.

This Article shall be applicable to any complaint or accusation, which may be detrimental to an Employee's advancements or standing with the Employer, whether or not it relates to his/her work. The Employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

Right to have a Steward Present: An Employee shall have the right to have his/her 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 his/her Steward to be present at the interview.

A Steward or local Union officer shall have the right to consult with a CUPE Staff Representative and to have him/her present at any discussion with supervisory personnel, which might be the basis of disciplinary action.

ARTICLE 22: HEALTH & SAFETY

- (a) A Health & Safety Committee shall be established, which is comprised of one (1) Employee from each operating department and the Municipal Manager or his designate.

The Health & 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.

ARTICLE 23: CONDITIONS & BENEFITS

- (a) 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 24: WORKER'S COMPENSATION

- (a) Worker's Compensation Board coverage will be provided by the Employer in accordance with the relevant legislation.
- (b) 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 shall continue to accumulate sick leave entitlement and vacation credits during the period of absence.

- (c) Article 24(b) 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.
- (d) 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.
- (e) An Employee absent from work and receiving Worker's Compensation benefits shall keep the Employer advised as to when he/she shall be expected back to work.
- (f)
 - (1) 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 health care benefit cost share, as defined in Article 15, during leave of absence to a maximum of six (6) months.
 - (2) 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 health care and Pension benefits during such leave of absence.
- (g) **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.

ARTICLE 25: COMPASSIONATE LEAVE

- (a) Employees, after having completed three (3) months continuous service with the Employer, will be entitled to compassionate 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		

- (b) (providing they attend the funeral)
Employees shall be allowed two (2) days with pay per year, non-cumulative, for family

emergencies.

ARTICLE 26: EMPLOYEES CARS, TRUCKS & COFFEE BREAKS

- (a) No Employee shall use his car or truck to transport Employer equipment, but the Employer may hire the Employee's motor vehicle if the Employee is agreeable.
- (b) All Employees shall be allowed two (2) fifteen (15) minute rest periods, one in each half of the shift.

ARTICLE 27: CLASSIFICATIONS

- (a) 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
Department Foreman
Electrical Foreman
Lead Hand
Electrical Lead Hand
Mechanic
Equipment Operator Class III
Equipment Operator Class II
Equipment Operator Class I
Maintenance Man
Labourer
Facility Operator III
Facility Operator II
Facility Operator I
Power Lineman
Electrician
Sewage & Filter Plant Operator Class III
Sewage & Filter Plant Operator Class II
Sewage & Filter Plant Operator Class I

- (b) Classifications can be reviewed by both parties to this Agreement at any time.

- (c) 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:
 - (1) 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.
 - (2) 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.
 - (3) Any Employee who could be directly affected by changes shall be entitled to attend the meetings.
 - (4) Timelines may be extended, in writing, by mutual agreement.
 - (5) No Employee shall suffer a loss of regular earnings for participation in the meetings.
- (d) 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 III of the Grievance Procedure.
- (e) Grandfathering
 - (1) No person employed with the Employer as of September 1, 2004 shall be negatively affected by an amendment to the qualification requirements for his classification. This guarantee does not apply to qualifications required by law.
 - (2) No person employed with the Employer as of September 1, 2004 shall suffer a reduction in his wage rate resulting from the application of this Article.
- (f) The classification descriptions in place between the parties as of September 1, 2004 shall be deemed to be the current descriptions of classifications.
- (g) The Union shall be provided with any amended classification description or new classification descriptions as they occur.

ARTICLE 28: WAGE RATES

CLASSIFICATION	JAN. 1/2009 3.50%	JAN. 1/2010 4.75%	JAN. 1/2011 4.75%
Department Foreman	\$27.60	\$28.91	\$30.28
Electrical Foreman	\$43.57	\$45.64	\$47.81
Lead Hand	\$24.96	\$26.15	\$27.39
Electrical Lead Hand	\$31.70	\$33.21	\$34.79
Mechanic	\$24.50	\$25.66	\$26.88
Equipment Operator Class III	\$22.69	\$23.77	\$24.90
Equipment Operator Class II	\$22.12	\$23.17	\$24.27
Equipment Operator Class I	\$21.43	\$22.45	\$23.52
Maintenance Man	\$22.06	\$23.11	\$24.21
Labourer	\$21.08	\$22.08	\$23.13
Facility Operator III	\$22.12	\$23.17	\$24.27
Facility Operator II	\$21.43	\$22.45	\$23.52
Facility Operator I	\$21.08	\$22.08	\$23.13
Power Lineman	\$40.54	\$42.47	\$44.49
Electrician	\$27.85	\$29.17	\$30.56
Sewage & Filter Plant Operator Class III	\$23.84	\$24.97	\$26.16
Sewage & Filter Plant Operator Class II	\$22.72	\$23.80	\$24.93
Sewage & Filter Plant Operator Class I	\$21.54	\$22.56	\$23.63

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

- (a) The parties undersigned hereto mutually agree to comply with and be governed by the conditions herein set out in this Agreement.
- (b) This Agreement shall be in full force and effect from January 1, 2009 and continue in full force and effect to the 31st day of December 2011, 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.
- (c) 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.

- (d) No Employees shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative, which may conflict with the terms of this Collective Agreement.

ARTICLE 30: MANAGEMENT RIGHTS

- (a) The Union recognizes that it is the right of the Employer to exercise the usual and customary rights of Management.

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

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Signed this 8TH day of June 2009.

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 70

SIGNED ON BEHALF OF
TOWN OF FORT MACLEOD

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LETTER OF UNDERSTANDING #1

between

TOWN OF FORT MACLEOD
(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 70
(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

RE: SHIFT IMPLEMENTATION - ARENA EMPLOYEES

The parties hereto agree that for the purpose of a shift implementation for Employees at the Arena, the following conditions will be adhered to by both parties:

1. 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. Said schedule shall form a part of this letter.
2. Overtime: 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(a) shall apply, except the weekly hours may vary but in no case shall exceed forty-eight (48) hours without scheduled days off.
3. An Employee's regular pay shall be averaged to provide for bi-weekly earnings based on eighty (80) hours straight time, plus applicable overtime and/or standby.
4. The Standby provisions and payments as specified in Article 7(g), shall apply as written.
5. 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(e) does not apply.

LETTER OF UNDERSTANDING #1

CONTINUED

6. Every effort will be made to provide these Employees with an equal amount of statutory holidays off.
7. This Letter of Understanding may be opened for re-negotiation by either party giving the other party thirty (30) days notice.

Signed this 8TH day of June 2009.

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 70

SIGNED ON BEHALF OF
TOWN OF FORT MACLEOD

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LETTER OF UNDERSTANDING #2

between

TOWN OF FORT MACLEOD
(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 70
(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

RE: CONTRACTING OUT

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.

This letter expires December 31, 2011, even in the event the existing contract is bridged.

Signed this 8TH day of June 2009.

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 70

SIGNED ON BEHALF OF
TOWN OF FORT MACLEOD

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LETTER OF UNDERSTANDING #3

between

TOWN OF FORT MACLEOD
(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 70
(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

RE: LIFE INSURANCE & HEALTH SPENDING ACCOUNT
FOR PERMANENT FULL-TIME EMPLOYEES

Life Insurance: Effective June 1, 2009, the Employer agrees to cover all costs associated with the provisions of ten thousand dollars (\$10,000.00) of life insurance for each permanent full-time Employee, through Manulife Financial as the benefits provider.

Health Spending Account: Effective June 1, 2009, the Employer agrees to contribute four hundred dollars (\$400.00) 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 two (2) additional years, and if it is not used within these two (2) years it will be paid into the Employee's RRSP account. Any balance remaining in the Health Spending Account will be paid into the Employee's RRSP account in the event of the Employee's retirement, resignation or dismissal. It will remain the responsibility of the Employee to ensure that all allowable expenses under this provision are consistent with guidelines provided by the insurance carrier and/or the Canada Revenue Agency. It will also remain the Employee's responsibility to establish an RRSP account. The annual benefit title will be subject to pro-rating on the basis of number of days employed within the policy year.

Signed this 8TH day of June 2009.

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 70

SIGNED ON BEHALF OF
TOWN OF FORT MACLEOD

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