

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES
CUPE Sub-Local 2800

- AND -

TOWN OF PICTURE BUTTE

January 1, 2012 to December 31, 2014



Canadian Office & Professional Employees
Local #491

TABLE OF CONTENTS

ARTICLE 1: PURPOSE	1
ARTICLE 2: DEFINITIONS	1
ARTICLE 3: RECOGNITION	2
ARTICLE 4: TERMS-OF AGREEMENT	3
ARTICLE 5: MEMBERSHIP	3
ARTICLE 6: MANAGEMENT RIGHTS	3
ARTICLE 7: LABOUR-MANAGEMENT RELATIONS	4
ARTICLE 8: GRIEVANCE PROCEDURE	4
ARTICLE 9: DISCRIMINATION	6
ARTICLE 10: UNION MEMBERSHIP CHECKOFF	7
ARTICLE 11: PAY DAYS	7
ARTICLE 12: HOURS OF WORK	7
ARTICLE 13: REST PERIODS	8
ARTICLE 14: OVERTIME	8
ARTICLE 15: STANDBY PAY	9
ARTICLE 16: GENERAL HOLIDAYS	10
ARTICLE 17: ANNUAL VACATIONS	10
ARTICLE 18: SICKNESS	11
ARTICLE 19: WORKER'S COMPENSATION	12
ARTICLE 20: PENSION AND HEALTH BENEFITS	12
ARTICLE 21: SENIORITY	14
ARTICLE 22: PROBATIONARY PERIOD	14
ARTICLE 23: PROMOTIONS, VACANCIES & POSTINGS	15
ARTICLE 24: LAYOFF & RECALL	16
ARTICLE 25: CLASSIFICATIONS & JOB DESCRIPTIONS	16
ARTICLE 26: DISCIPLINE & DISMISSAL	16
ARTICLE 27: CHANGE OF WORK	17
ARTICLE 28: LEAVES OF ABSENCE	17
ARTICLE 29: WAGES & CLASSIFICATIONS	19
ARTICLE 30: ALLOWANCES	19
ARTICLE 31: GENERAL PROVISIONS	20
ARTICLE 32: MEDICAL EXAMINATIONS	20
APPENDIX 'A' – SCHEDULE OF WAGES	22
LETTER OF UNDERSTANDING #1 – PENSION & HEALTH BENEFITS	23

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, Sub-Local 2800

(Hereinafter referred to as the "Union")

- AND -

TOWN OF PICTURE BUTTE

(Hereinafter referred to as the "Employer")

ARTICLE 1: PURPOSE

- 1.01 The purpose of this Agreement is to promote and maintain a harmonious and cooperative relationship between the Employer and the Employees.
- 1.02 To provide an amicable method of settling any differences or grievances which may arise between the Employer and the Employees.
- 1.03 To promote the mutual interest of the Employer and the Employees.
- 1.04 To provide for the operations of the Employer coming within the scope of this Agreement any methods which will further, to the fullest extent possible, the safety and welfare of the Employees, the economy, operations and protection of the property and welfare of the public and the Town.

ARTICLE 2: DEFINITIONS

- 2.01 Permanent Full-time Employee:
A permanent full-time Employee shall mean an Employee who is regularly required to work a minimum of thirty-five (35) hours of work or more and who has successfully completed a probationary period.
- 2.02 Permanent Part-Time Employee:
A permanent part-time Employee shall mean an Employee who works less than the full-time hours and who has successfully completed a probationary period.

2.03 Seasonal Employee:

A seasonal Employee shall mean an Employee who is hired to work in a position of a seasonal nature requiring full-time hours of work for a period of seven months or less. Seasonal Employees are not covered by this Agreement.

2.04 Casual Employee:

A casual Employee shall mean an Employee who is hired to work in an 'as needed basis' to fill in, in cases where an Employee may be absent from work due to vacation, sickness, injury, leave of absence, or where there is a need for extra help during periods of work overload. Casual Employees period of employment shall not exceed four (4) months. This time may be extended by mutual agreement between the Employer and the Union. Casual Employees shall be paid the start/probation rate of pay for the classification they are working in. Other than the rate of pay, casual Employees are not covered by this Agreement.

2.05 Employer:

Employer shall mean the Town of Picture Butte.

2.06 Work week shall be defined as Monday to Friday. Proposed Arena or other positions requiring scheduled hours different than the standard will be discussed and agreed between the parties if required.

ARTICLE 3: RECOGNITION

3.01 The Employer recognizes the Canadian Union of Public Employees, Local 2800, as the sole bargaining agent for all Employees as specified in the Alberta Labour Relations Certificate No. 140-2002.

3.02 The Employer agrees not to bargain collectively or individually with any other labour organization affecting the Employees covered by this Agreement.

3.03 No Employee covered by this Agreement shall be asked or allowed to make a written or verbal agreement with the Employer, which may be in conflict with the terms of this Agreement.

3.04 If the Employer and the Union cannot agree on whether or not a new position is within the jurisdiction of Certificate No.140-2002, the matter shall be referred to the Alberta Labour Relations Board for determination.

3.05 Scope Clause:

This Agreement covers Employees who occupy classifications appearing in the Appendix 'A' - Schedule of Wages.

ARTICLE 4: TERM OF AGREEMENT

- 4.01 The parties mutually agree to comply with and be governed by the conditions set out in this Agreement.
- 4.02 Any changes deemed necessary in this Agreement may be made by mutual agreement, in writing, at any time during the existence of this Agreement.
- 4.03 The Agreement shall come into force on January 1, 2012 and shall remain in force and effect to December 31, 2014. This Agreement shall continue from year to year unless either party gives notice to amend or terminate not more than one hundred twenty (120) days nor less than sixty (60) days prior to the expiry date of the Collective Agreement.
- 4.04 There shall be no strike or lockout during the life of this Collective Agreement.
- 4.05 If notice to amend or terminate the Agreement has been given by either party prior to the termination date of this Agreement, and if negotiations continue beyond the termination date of this Agreement, the Agreement will remain in full force and effect until the application provisions of the Alberta Labour Code have been complied with.

ARTICLE 5: MEMBERSHIP

- 5.01 The Employer agrees to inform new Employees that a Union Agreement and dues check-off are in effect. The Employer will provide copies of the Agreement (supplied by the Union), which will include a membership application and the Union representative to contact.

ARTICLE 6: MANAGEMENT RIGHTS

- 6.01 The Employer reserves the right to exercise the regular and customary functions of management; and to retain those residual rights of management not specifically limited by the expressed terms of this Agreement, including the right to:
- (a) Maintain order, discipline, efficiency, and to make, alter and enforce from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
 - (b) Direct the work force and to create new positions and to determine the number of Employees, if any, needed from time to time in any position, and to determine whether or not a position will be continued or declared redundant;
 - (c) Hire, promote, classify, transfer, lay off and recall Employees; and
 - (d) Demote, discipline, suspend or discharge.

ARTICLE 7: LABOUR-MANAGEMENT RELATIONS

- 7.01 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall supply the Employer with the names of its Officers, Shop Stewards and other committee members.
- 7.02 A maximum of two (2) Employees shall be paid at their basic rate of pay during Collective Agreement negotiations, when negotiation meetings are held during working hours. The time of such meetings is to be mutually agreed to by the parties to this contract.
- 7.03 No Union activity, other than grievance handling as set out in the Grievance Procedures, or negotiations involving both the Town and the Union, shall take place during working hours on Town property without the prior approval of the Employer.
- 7.04 Either party to this Agreement reserves the right to external representation at all times for the purpose of negotiation and interpretation of the Collective Agreement.

ARTICLE 8: GRIEVANCE PROCEDURE

- 8.01 Definition of a Grievance:
"Grievance" shall mean any difference concerning the interpretation, application, operation, or alleged violation of this Agreement.
- 8.02 Presence of Shop Steward:
Grievances between the Employer and an Employee or the Union, shall be discussed in the presence of the Shop Steward or authorized Union Representative.
- 8.03 Waiver of Shop Steward Presence:
The Employee(s) may waive the presence of a Shop Steward by indicating so in writing with a copy to the Chief Administrative Officer (CAO) with a copy retained by the Employee and a copy sent to the National Representative.
- 8.04 Meetings Without Loss of Pay:
No more than the Grievor(s) and the Shop Steward may attend grievance meetings without loss of pay.
- 8.05 Shop Stewards Leaving the Work Site:
A Shop Steward shall not leave his/her place of work to discuss a grievance with the Employer or an Employee(s) during working hours without first notifying the CAO.
- 8.06 Recalls, Health and Safety, Dismissals, Layoffs:
In the case of recalls, health and safety, dismissals and layoffs, the grievance shall be initiated at Step 2 of the Grievance Procedure (CAO level).

8.07 General or Policy Grievance:

When a dispute involving a question of general application of interpretation of this Agreement occurs, Step 1 of the Grievance Procedure may be by-passed.

8.08 Replies in Writing:

Replies to grievances, stating reasons, shall be in writing at all stages.

8.09 Settling of Grievances:

Grievances shall be processed in the following manner:

- (a) Step 1: An Employee who believes that they have a problem arising out of the interpretation of the Collective Agreement shall first discuss the matter with their Department Head within seven (7) working days of the date they first became aware of, or reasonably should have become aware of, the occurrence.

The Department Head shall mean that person from whom an Employee normally receives their work assignments. The Employee shall have the right to be accompanied by a Shop Steward or Local Union Officer while discussing the matter with their Department Head. A sincere attempt shall be made by both parties through discussion to resolve the problem at this level. The Department Head shall advise the Employee of their decision within seven (7) days of the date the matter was first discussed.

- (b) Step 2: If the grievance is not resolved in Step 1 then the grievance may be filed, in writing, within ten (10) working days of receipt the decision in Step 1, with the CAO. The CAO shall convene a grievance hearing within ten (10) working days of receipt of the grievance. The CAO shall render a decision to the Employee, in writing, within ten (10) working days of the grievance hearing, with a copy to the National Representative, the Shop Steward, and the Council.
- (c) Step 3: If the grievance is not resolved in Step 2 the grievance may, within ten (10) working days after receiving the decision, be filed, in writing, with Town Council. The Union shall be advised of the next Town Council meeting and shall have the opportunity to make a grievance presentation. Town Council shall submit its decision, in writing, within ten (10) days after the grievance presentation, with a copy to the CAO, the National Representative, and the Shop Steward.
- (d) Step 4: If the grievance is not settled in Step 3 either party may proceed, within ten (10) working days, to submit the grievance to Arbitration.

8.10 Arbitration Procedure:

The Employer and the Union shall each appoint one (1) member to represent the respective parties at the Arbitration Hearing. The representatives so appointed shall appoint a Chairperson, but failing to agree on a selection they shall request the Minister of Labour to select a Chairperson.

The Board's decision shall be final and binding on both parties.

8.11 Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of its Nominee to the Board;
- (b) One-half (1/2) of the fees and expenses to the Chairperson.

8.12 Single Arbitrator

The parties may:

- (a) Mutually agree to a single Arbitrator to hear the grievance. The use of a single Arbitrator must be acceptable to both parties;
- (b) Each party shall pay one-half (1/2) of the fees and other related expenses of the single Arbitrator;
- (c) Failure to agree shall result in appointment of an Arbitrator by the Minister of Labour.

8.13 Amending of Time Limits:

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties, verbally, and confirmed in writing.

ARTICLE 9: DISCRIMINATION

- 9.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced in respect of any Employee by reason of Union membership or for any reason listed in the Alberta Human Rights Code.

ARTICLE 10: UNION MEMBERSHIP CHECKOFF

- 10.01 The Town agrees to deduct the Union's regular monthly dues from Employees in accordance with the Rand Formula.
- 10.02 The Town shall remit the Union Dues that have been deducted from the pay of the Employees under Clause 10.01 above, to the Union by the first working day after the fifteenth (15th) calendar day in the following month. Such amount shall be accompanied by a list identifying the Employee's address, telephone number, classification, hours worked and employment status, amount of dues deducted, and the total regular wages for the period.
- 10.03 The Union shall advise the Town in writing of any change in the amount of dues to be deducted under Clause 10.02 above from the Employees.
- 10.04 Any Employee who is now a member of the Union and any Employee who hereafter becomes a member of the Union shall as a condition of employment maintain such membership.
- 10.05 The Employer shall include the amount of Union dues paid by each Union member in the previous year, on their T4 Slips for income tax purposes.

ARTICLE 11: PAY DAYS

- 11.01 The Employer shall pay salaries and wages bi-weekly for the previous two (2) weeks in accordance with Appendix 'A'. On each pay day each Employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deduction.

ARTICLE 12: HOURS OF WORK

- 12.01 The regular workweek for full-time Employees shall consist of a minimum of thirty-five (35) hours per week comprised of five (5) consecutive days, eight (8) hours per day, Monday to Friday. The standard start time shall be between 8:00 a.m. and 8:30 a.m., but may be adjusted by mutual agreement between the Employer and the Employee.
- 12.02 The standard workweek for part-time Employees shall be a maximum of eight (8) hours per day, but less than forty (40) hours per week. Shift start times may vary for part-time Employees, but at no time will there be less than twelve (12) hours rest between shifts.

ARTICLE 13: REST PERIODS

- 13.01 A paid rest period of fifteen (15) minutes in the morning and afternoon of each day will be provided for all Employees.
- 13.02 Lunch Breaks: All Employees shall be entitled to a one hour unpaid meal break midway in their shift. Upon mutual agreement between the Employer and the Employee, the meal break may be reduced to one-half (½) an hour.

ARTICLE 14: OVERTIME

- 14.01 Employees shall be paid for overtime for any hours:
- (a) In excess of the Employee's regular shift;
 - (b) In excess of five (5) consecutive work days;
 - (c) In excess of forty (40) hours per week;
 - (d) Worked on a regularly scheduled day off.
- 14.02 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. The Employer must authorize all overtime. The Employer shall mean the CAO or designate.
- 14.03 Any Employee who is not available on an emergency call out will not be disciplined or held responsible.
- 14.04 Overtime shall be paid at time and one-half (1½) the Employee's basic rate of pay for all hours worked.
- 14.05 No permanent Employee shall be required to take time off in lieu of overtime. An Employee, by written request, may receive his/her overtime in lieu of payment when mutually agreed upon by the Employee and the Employer. Time in lieu is to be calculated at the applicable overtime rate.
- 14.06 When an Employee works overtime, they shall record on their time sheet if they want to bank the overtime, or to be paid for the overtime. Overtime may be banked to a maximum of forty (40) hours, and any overtime over forty (40) hours will be paid out. A maximum of twenty-four (24) hours can be taken at one (1) time. If possible, the Employee shall give one (1) week's notice to use bank time.
- 14.07 An Employee shall be allowed to have their overtime bank paid out at the next regular pay period upon request.

ARTICLE 15: STANDBY PAY

- 15.01 Where the Employer requires an Employee to be available on standby during off-duty hours, the Employee shall be entitled to twenty-five dollars (\$25.00) Standby Pay for each scheduled workday.
- 15.02 Employees who are required to be on standby duty on scheduled days off shall be entitled to four (4) hours pay at their regular hourly rate of pay.
- 15.03 Where an Employee is required to be available on standby on a General Holiday, the Employee shall be entitled to fifty dollars (\$50.00) Standby Pay in addition to four (4) hours pay at their regular hourly rate of pay.
- 15.04 An Employee designated by list for standby duty shall be provided a pager and/or cellular phone and be available to return for duty if required. A standby schedule shall be posted on a monthly basis.
- 15.05 No standby payment shall be granted if an Employee is unable to report for duty when required.
- 15.06 An Employee on standby who is required to report for work, shall be paid, in addition to the standby pay, the entitlement as specified under Article 14: Overtime.
- 15.07 Standby shall be equally distributed amongst the Employees qualified to do the work.
- 15.08 A minimum pay out of one and one-half times (1½) for two (2) hours shall be paid for standby call outs. Call outs within one (1) hour of each other shall be considered as one (1) for the purposes of calculating pay for an Employee called out.
- 15.09 Because of the nature of the position the Emergency Services Coordinator and the Emergency Services Administrative Assistant are not included in this Article during the times the Employee is performing the function of this position. Should the Employee perform work for the Employer that is outside of the normal function of the position, the provisions of this Article shall apply.

ARTICLE 16: GENERAL HOLIDAYS

16.01 The following shall be considered General Holidays:

New Year's Day	Victoria Day	Thanksgiving Day
Provincial Family Day	Canada Day	Remembrance Day
Easter Monday	1 st Monday in August (Civic)	Christmas Day
Good Friday	Labour Day	Boxing Day
One day on the last working day before Christmas Day		

and all General Holidays proclaimed by the Town of Picture Butte, the Province of Alberta or the Government of Canada.

16.02 If a general holiday falls on an Employee's regular working period and he/she works, he/she shall be paid at two times (2x) his/her regular rate of pay, as covered by this Agreement for each hour worked, in addition to his/her normal pay for the day.

16.03 Work performed before and after normal working hours, as covered by this Agreement, shall be at the rate of double time (2x) for each hour worked. This applies only to general holidays.

16.04 If a general or declared holiday falls on an Employee's regular day off, he/she shall be entitled to an extra days pay for same, or be given a day off with pay; the day off to be arranged at the mutual convenience of both parties.

ARTICLE 17: ANNUAL VACATIONS

17.01 (a) In the first year of employed service all permanent Employees shall be entitled to ten (10) paid vacation days prorated based on their hire date.

In the second year of employed service all permanent Employees shall receive ten (10) paid vacation days.

(b) All permanent Employees with two (2) years of service or more shall receive fifteen (15) paid vacation days each year.

(c) All permanent Employees with seven (7) years of service or more shall receive twenty (20) paid vacation days each year.

(d) All permanent Employees with fifteen (15) years of service or more shall receive twenty-five (25) paid vacation days each year.

(e) All Permanent Employees with twenty (20) years of service or more shall receive thirty (30) paid vacation days per year.

- 17.02 Vacation pay, for Permanent Employees, shall be at the regular rate of pay.
- 17.03 If a recognized General Holiday falls or is observed during an Employee's vacation period he/she shall be allowed an additional vacation day with pay immediately following his/her vacation period or an additional day of vacation on some other day if mutually agreed to between the Employee and the Employer.
- 17.04 No more than three (3) weeks of vacation shall be taken at any one time between the months of April to September inclusive, unless authorized by the Employer because of special circumstances.
- 17.05 Vacations shall not be allowed to carry over past March 31st of the succeeding year without receiving special permission from the Supervisor in which event each circumstance shall be reviewed on its own merits.
- 17.06 When an Employee becomes ill for a period of four (4) days or longer, or takes bereavement leave during the vacation period, the time spent on such leave shall not be deducted from vacation entitlement, and the vacation shall be rescheduled at a mutually agreeable time.
- 17.07 Upon an Employee's termination of employment, the Employee shall be paid out an amount equal to all vacation earned but not taken.
- 17.08 Preference for vacation of permanent Employees shall be on a rotational basis provided Employees book their vacation by May 1st of each year with the CAO.

ARTICLE 18: SICKNESS

- 18.01 An Employee shall be granted sick leave with pay when he/she is unable to perform their duties because of a non-work related illness, injury or medical treatment, provided they have earned the necessary sick leave credits.
- 18.02 All permanent Employees shall be entitled to accumulate sick leave credits to a maximum of twenty (20) days. Such credits shall be calculated from the date of hire with the Town, and shall be accumulated at a rate of one and one-half (1½) days per month.
- 18.03 Unused sick leave for any year shall be carried over and accumulated up to a total allowable of twenty (20) days with pay, any time off for sickness shall be deducted from the days allowed. Permanent Employees on staff as of the commencement of this Agreement will retain their accumulated unused sick leave to a total of twenty (20) days.

- 18.04 When an Employee has a scheduled medical appointment, i.e., Doctor, Dentist, Optometrist, during working hours, such time off for the appointment may be deducted from an Employee's accumulated sick leave credits if the Employee so requests.
- 18.05 When an Employee is unable to report to work due to illness or injury, they shall contact their Department Head on the day of the absence, unless they are not reasonably able to do so. Where possible, an Employee shall inform their Department Head if it is a work related accident.
- 18.06 When an Employee returns to work after an illness/injury they shall be reinstated to the position they held immediately prior to the absence, provided they are able to perform the duties.
- 18.07 An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) days, certifying that the Employee was unable to carry out his/her duties due to illness.

ARTICLE 19: WORKER'S COMPENSATION

- 19.01 The Employer shall provide Workers' Compensation Board (WCB) coverage for all Employees.
- 19.02 In the event that the WCB is recommending modified duties, the parties to this Collective Agreement shall meet in order to come to a mutually agreeable modified work program for the Employee.
- 19.03 Employees on WCB shall maintain all Employee benefits in Article 21.

ARTICLE 20: PENSION AND HEALTH BENEFITS

- 20.01 All permanent Employees shall participate in the Local Authorities Pension Plan (LAPP).
- 20.02 Employee Benefits:
After three (3) months of continuous employment on behalf of the permanent Employee, the Town of Picture Butte shall pay eighty-five percent (85%) of contracts noted below.

Permanent part-time Employee hours shall be pro-rated for the contracts noted below.

- Alberta Health Care Insurance

▪ Alberta Municipal Employee Benefits:

Basic Group Life: Two times (2x) annual earnings rounded upwards to the next highest thousand, if not already an even thousand. Coverage will be adjusted as your salary changes. Minimum coverage amount is ten thousand dollars (\$10,000.00) and the maximum is two hundred and fifty thousand dollars (\$250,000.00).

Extended Health Care benefits provide coverage at one hundred percent (100%) reimbursement for reasonable and customary eligible expenses.

▪ Short Term Disability:

Elimination Period: In the case of an accident: First (1st) day of hospitalization.
In the case of illness: Eighth (8th) day of illness.

Monthly Benefit: Seventy-five percent (75%) of pre-disability earnings

Maximum Benefit Period: Seventeen (17) weeks

▪ Long Term Disability:

Elimination Period: One hundred twenty (120) calendar days

Own Occupation Period: Two (2) years

Monthly Benefit: Seventy-five percent (75%) of monthly pre-disability Earnings.

Maximum Benefit Period: To age 65, recovery or death (whichever occurs first)

Maximum Monthly Benefit: Forty-five hundred (\$4,500.00)

Benefit Tax Status: Taxable

▪ Dental Care:

Basic and Diagnostic: One hundred percent (100%) reimbursement

Major, Dentures and Orthodontics: Fifty percent (50%) reimbursement

▪ Vision Care:

Maximum benefit per twenty-four (24) month period: four hundred (\$400.00) dollars.

ARTICLE 21: SENIORITY

- 21.01 Seniority shall mean the length of continuous employment with the Employer and shall continue to accrue during any authorized leave of absence.
- 21.02 Seniority shall be recognized, after the successful completion of the probation period, from the date of hire, and shall include employment prior to the date of certification of the Union.
- 21.03 Seniority shall be forfeited when:
- (a) An Employee is discharged for just cause and is not reinstated, or
 - (b) An Employee resigns, or
 - (c) Twenty-four (24) months has expired following a layoff.
- 21.04 The Employer shall maintain a seniority list showing when each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and shall be posted on all bulletin boards by August 31st of each year.

ARTICLE 22: PROBATIONARY PERIOD

- 22.01 A newly hired Employee shall serve a probationary period of three (3) months.
- 22.02 The Employer shall advise the probationary Employee of their progress during this period, no later than two (2) months after the commencement of employment.
- 22.03 The probation period may be extended by mutual agreement in writing between the Employer, the Union and the Employee. However, in no event will an Employee's total probation period exceed six (6) months. Prior to the extension of a probationary period, the Employer shall advise the Employee and the Union, in writing of the area(s) where the Employee must demonstrate improved performance.
- 22.04 During the probationary period the Employee shall be entitled to all rights and privileges applicable to their designation.
- 22.05 No Employee shall be required to serve more than one probationary period.

ARTICLE 23: PROMOTIONS, VACANCIES & POSTINGS

23.01 When a vacancy occurs, or a new position is created, such vacancies shall be posted in all departments for a minimum of five (5) working days. Postings shall contain the following information:

- (a) The date of the posting and the closing date for applications.
- (b) The position description and qualifications.
- (c) The number of weekly hours of the position.
- (d) The basic rate of pay.

23.02 Qualifications shall be consistent with the job description.

23.03 Appointments shall be made from Employees who have the required qualifications and ability for the position. These being equal, seniority will be the governing factor.

23.04 The successful applicant shall maintain all seniority and benefits.

23.05 A current Employee who is the successful applicant on a posting shall be considered on a trial period in their new position for a period of three (3) months.

23.06 During this trial period the Employee may choose to return to their former position, or the Employer may direct the Employee to return to their former position should the Employee not be able to perform the new duties. The Employee shall suffer no loss of seniority and shall revert back to their former wage. Any other Employees promoted or transferred and affected by this, shall also revert back to their former positions and rate of pay, without loss of seniority.

23.07 The trial period may be extended by mutual agreement in writing between the Employer, the Union and the Employee. However, in no event will an Employee's total trial period exceed six (6) months. Prior to the extension of a trial period, the Employer shall advise the Union and the Employee, in writing of the area(s) where the Employee must demonstrate improved performance.

23.08 Within two (2) weeks of the posting closing date, applicants shall be advised of the successful applicant.

23.09 A copy of all postings, hires, Employee transfers and terminations shall be sent to the Union and the Shop Steward.

23.10 The Employer agrees that Employees will be provided with the opportunity to attend job training programs as determined by the Employer on the basis of job requirements and classifications.

ARTICLE 24: LAYOFF & RECALL

- 24.01 In the event of layoffs, layoffs shall be done on the basis of seniority provided that those Employees with the most seniority have the ability to fill the positions.
- 24.02 Employees to be laid off shall be given advance written or verbal notice of layoff or pay in lieu as follows:
- (a) Permanent Employees shall receive two (2) weeks notice for each year of service with the Employer.
- 24.03 Employees on layoff shall be given first priority to recall in order of seniority, when a position becomes available with the Employer.
- 24.04 Employees shall have twenty-four (24) months to be eligible for recall rights with the Employer, and shall suffer no loss of seniority.
- 24.05 The Employer shall discuss the layoffs with the Union no less than three (3) weeks prior to their occurrence.

ARTICLE 25: CLASSIFICATIONS & JOB DESCRIPTIONS

- 25.01 The Employer shall provide the Union with a list of current bargaining unit job descriptions and the qualifications for each job description.
- 25.02 Amendments to the job descriptions shall be made only in consultation and mutual agreement with the Union.

ARTICLE 26: DISCIPLINE & DISMISSAL

- 26.01 An Employee who has completed his/her probationary period may only be disciplined or dismissed for just cause.
- 26.02 Disciplinary action shall be carried out in the following order: oral warning (of which a written notation of such oral warning shall be placed in the Employees personnel file), written warning, suspension, and dismissal.
- 26.03 An Employee has the right to have a Union representative present, and shall be advised of such right prior to any meetings that may give rise to disciplinary action.
- 26.04 When a disciplinary action is taken and recorded on the Employee's file, the Employee and the Shop Steward shall be given a copy of the disciplinary action.

26.05 Any written disciplinary notation or warning shall be removed from management record and deemed void after an Employee has maintained a clear record with no disciplinary warning or suspension for twenty-four (24) months.

26.06 Personnel Record Access:

Employees shall have the right to review their personnel file held by the Town of Picture Butte provided they make an appointment in advance. The Employee may have a Union Steward present at the time of said review. No copies of documents relating to an Employee's performance may be placed on the Employee's personnel file without the Employee receiving a copy of such document. If an Employee is not copied on such document it will be removed from their personnel file.

ARTICLE 27: CHANGE OF WORK

27.01 The CAO shall select an Employee to act as Lead Hand or Foreman in the absence of either Employee. The selection shall be made on the basis of seniority of the qualified Employees.

27.02 Any qualified permanent Employee who is placed in another position, carrying a different rate of pay will receive the rate of pay applicable to same for the hours worked in that other position. No Employee shall be paid less than his/her permanent classification.

ARTICLE 28: LEAVES OF ABSENCE

28.01 Leaves of absence without pay will not be granted on a routine basis. Applications for leave must be in writing and presented to the Employer at least four (4) weeks prior to the anticipated date of commencement of the leave, or the Employee shall provide reasons as to why this was not possible. Applications shall indicate the date of departure on leave and the date of return. Such leave may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.

In the instance of leaves of absence in excess of thirty (30) calendar days, Employees shall cease to earn sick leave and vacation credits at the commencement of such leaves. Upon return of such leave seniority and sick leave credits earned prior to such leave will be credited back to the Employee.

Employees granted a leave of absence for a period in excess of thirty (30) calendar days shall make the necessary arrangements to prepay both the Employee's share and the Employer's share of all contributing benefit plans.

28.02 For Union Business:

When an Employee attends a meeting between the Employer and the Union, dealing with Union business, the Employee shall suffer no loss of pay. Non-business hours for meetings will be encouraged.

28.03 For Union Conventions and Meetings:

- (a) Leave of absence, without pay and without loss of seniority, shall be granted upon request to Employees elected or appointed to represent the Union at Union Conventions.

Leave of absence, without pay, shall be granted to Employees to attend Executive and Committee Meetings of CUPE, its affiliated or chartered bodies, providing sufficient notice of intent to take leave of absences is given to the Town.

Employees granted a leave under the terms of this clause will receive their regular pay and fringe benefits for the period of their absence and in turn, the Town will invoice the Secretary Treasurer of the Union for all costs. Local 2800 agrees to promptly reimburse the Town upon receipt of said invoice within four (4) weeks.

28.04 Bereavement Leave:

Special leave of absence with pay shall be granted in the case of death of a member of the immediate family.

Maximum leave of absence of five (5) days shall be granted upon the death of a:

Mother	Father	Grandparent	Sister
Brother	Spouse	Child	Step Parent
Step Child	Mother-in-law	Guardian	Father-in-law
Grandchild			

Maximum leave of absence of three (3) days shall be granted upon the death of a:

Brother-in-law	Sister-in-law	Niece	Nephew
Aunt	Uncle		

Where the death or burial occurs in excess of five hundred (500) kilometers from an Employee's place of residence an additional two (2) days unpaid leave shall be granted.

28.05 Jury Duty:

Leave for an Employee to serve as a Crown witness at a scheduled session of the Court in response to notice to attend or a subpoena, provided that any fee excluding traveling and living expenses received by the Employee for acting in

such a capacity be paid to the Town, and that the Employee is not charged with any offense, will present proof of service and the amount of pay received.

Jury and witness leave shall be granted to an Employee subpoenaed to appear, provided the Employee is not charged with the offense. The leave will be granted with pay, and with the Court stipend to be paid to the Town, and the Employee will retain any allowance for living and traveling expenses.

28.06 Maternity Leave:

Both the Union and the Town of Picture Butte recognize the provisions and authority of the Maternity/Paternity Benefits section of the Employment Standards Code of Alberta.

ARTICLE 29: WAGES & CLASSIFICATIONS

29.01 List of all classifications and current wages is contained in Appendix "A".

ARTICLE 30: ALLOWANCES

30.01 Employees required to use their own automobile for traveling or business for the Town other than their traveling to and from work time, will be paid at the same rate as Town Officials.

30.02 Employees, who use company vehicles for the purposes of the Employer, shall be permitted to drive the vehicles to and from work at no cost to the Employee.

30.03 Shop-owned slicker, rubber boots, gloves and mitts will be made available to Employees when required based on the assigned work.

30.04 The Employer shall provide coveralls, uniforms and gloves as required. The Employer will provide a maximum reimbursement of \$200.00 (two hundred dollars) each year for Employee's safety boots, upon proof of purchase.

30.05 The above named clothing will remain the property of the Employer and shall be returned to the Employer when an Employee leaves the employ of the Town.

30.06 Any Employee who is supplied with clothing, and through carelessness or neglect damages, destroys or loses any of it shall replace or pay for same.

30.07 Because of unusual circumstances, the Department Head may authorize and provide additional protective clothing/equipment as required.

ARTICLE 31: GENERAL PROVISIONS

31.01 Employees whose jobs are not in the bargaining unit shall not work on any jobs that are included in the bargaining unit except in the event of an emergency.

31.02 Except where expressly authorized in this Collective Agreement, there will be no pyramiding of premiums.

31.03 Loss of License:

- (a) Employees who are required to maintain a valid Province of Alberta Operators License for the purpose of their work with the Employer may be terminated from their employment in the event of the loss of Operators License for a period of more than six (6) months.
- (b) In the event of such loss of Operators License the affected Employee may be offered the first available position to which he/she is qualified.

ARTICLE 32: MEDICAL EXAMINATIONS

32.01 Applicants for employment may be required to take a medical examination by a medical doctor designated by the Employer. The cost of such medical examination shall be borne by the Employer and shall take place prior to the commencement of employment.

APPENDIX 'A' – SCHEDULE OF WAGES

CLASSIFICATION	JANUARY 1, 2011 (+3%)		JANUARY 1, 2012 (+2%)		JANUARY 1, 2013 (+2%)		JANUARY 1, 2014 (+2%)	
	START	THREE MONTHS	START	THREE MONTHS	START	THREE MONTHS	START	THREE MONTHS
Municipal Clerk	\$17.29	\$21.00	\$17.64	\$21.42	\$17.99	\$21.85	\$18.35	\$22.29
Public Works Foreman	\$23.67	\$25.58	\$24.14	\$26.09	\$24.63	\$26.61	\$25.12	\$27.15
Administrative Assistant	\$14.52	\$16.39	\$14.81	\$16.72	\$15.11	\$17.05	\$15.41	\$17.39
Emergency Services Coordinator	\$22.06	\$24.33	\$22.50	\$24.82	\$22.95	\$25.31	\$23.41	\$25.82
Public Works I	\$18.04	\$19.90	\$18.40	\$20.30	\$18.77	\$20.70	\$19.14	\$21.12
Public Works II	\$20.86	\$22.74	\$21.28	\$23.19	\$21.70	\$23.66	\$22.14	\$24.13
Public Works I / Utilities Assistant	\$19.44	\$21.31	\$19.83	\$21.74	\$20.23	\$22.17	\$20.63	\$22.61
Lead Hand	--	\$24.16	--	\$24.64	--	\$25.14	--	\$25.64
Emergency Services Administrative Assistant	\$19.15	\$23.33	\$19.53	\$23.80	\$19.92	\$24.27	\$20.32	\$24.76

LETTER OF UNDERSTANDING #1 – PENSION & HEALTH BENEFITS

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES
CUPE Local 2800





AND

TOWN OF PICTURE BUTTE

RE: PENSION & HEALTH BENEFITS





It is agreed that the Local Authorities Pension Plan (LAPP) shall take effect six (6) months following the ratification date of the new Collective Agreement, January 1, 2012 to December 31, 2014. Current Registered Retirement Savings Plan (RRSP) contributions shall continue up to the activation date of LAPP.

Signed this day 27 of February 2012

ON BEHALF OF The Canadian Union of Public Employees, Local 2800 	ON BEHALF OF The Town of Picture Butte 
	
Dated: <i>February 27/2012</i>	Dated: <i>February 27/2012</i>

IN WITNESS WHEREOF, the parties have executed this Memorandum of Settlement by affixing hereto the signatures of their proper Officers in that behalf.

Signed this day 27 of February 2012

ON BEHALF OF The Canadian Union of Public Employees, Local 2800 	ON BEHALF OF The Town of Picture Butte 
	
Dated: <u>February 27/2012</u>	Dated: <u>February 27/2012</u>

LETTER OF UNDERSTANDING #2 – Change in Classifications

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES
CUPE Local 2800

AND

TOWN OF PICTURE BUTTE

RE: CHANGE IN CLASSIFICATIONS



It is agreed that the classifications of Emergency Services Coordinator and Emergency Services Administrative Assistant shall be eliminated and replaced with Lead Emergency Medical Technician and Emergency Medical Technician.

Lead Emergency Medical Technician start rate shall be Twenty-one Dollars and Fifteen cents (\$21.15) followed at three (3) months at Twenty-four Dollars and Forty-five cents (\$24.45).

Emergency Medical Technician start rate shall be Twenty Dollars and Eighty-five cents (\$20.85) followed at three (3) months at Twenty-four Dollars and Fifteen cents (\$24.15).

Both classifications shall be subject to two percent (2%) increases in year 2013 and again in year 2014 respectively.

Signed this day 25 of April 2012

ON BEHALF OF The Canadian Union of Public Employees, Local 2800 	ON BEHALF OF The Town of Picture Butte 
Dated: <i>April 25/2012</i>	Dated: <i>April 25/2012</i>