

# COLLECTIVE AGREEMENT

Between



## THE TOWN OF IRRICANA

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And

**CUPE** / Canadian Union  
of Public Employees  
**SUB LOCAL 37**

January 1, 2012 to December 31, 2014

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## **PREAMBLE**

It is the intent of the parties to this Agreement to ensure that municipal services are provided efficiently and effectively. Therefore the parties agree:

1. To maintain and improve relations between the Town and its Employees and to provide the parties to this agreement with a clear understanding of their respective rights and responsibilities;
2. To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions and employment;
3. To encourage efficiency in operations and ensure orderly and legal collective bargaining between the parties to this agreement; and
4. To facilitate the peaceful adjustment of any disputes and grievances and to prevent any strikes or lockouts.

## **ARTICLE 1 – INTERPRETATION AND EXTENT**

- 1.01 In the event that any word, phrase, sentence, Section or Article of this Agreement is declared invalid by any court of competent jurisdiction, only such work phrase, sentence, Section or Article, shall be affected, and this Agreement shall be otherwise unaffected and shall continue in full force and effect.
- 1.02 In all areas where the language in this Agreement refers to the male gender, such language shall also mean the female gender, and no discrimination between the sexes is intended or implied.

## **ARTICLE 2 - DEFINITIONS**

- 2.01 **Employer** shall mean the Town of Irricana.
- 2.02 **Union** shall mean the Canadian Union of Public Employees, Local 37.
- 2.03 **Union Steward** shall mean a Union Job Steward
- 2.04 **Union Representative** shall mean a Union National Representative or a Union Steward.
- 2.05 **Employee** shall mean a person assigned to a position falling within the scope of this Agreement.
- 2.06 **Permanent Employee** shall mean either a full-time or part-time Employee who is filling a permanent position and who has successfully completed the required probationary period.

- 2.07 **Full-Time Employee** shall mean an Employee who is normally required to work 37.5 hours.
- 2.08 **Part-Time Employee** shall mean an Employee who is hired to work regularly scheduled shifts but who works less than the full-time hours of work.
- 2.09 **Temporary Employee** shall mean an Employee who is filling an established temporary position for a pre-determined period of time or one who has been hired for a pre-determined task. The term of a temporary Employee shall not exceed twelve (12) months without mutual agreement of the parties.
- 2.10 **Seasonal Employee** shall mean an Employee occupying a seasonal position established by the Employer, and who is required to work on a temporary basis for no longer than six (6) months.
- 2.11 **Casual Employee** shall mean an Employee who works occasionally, usually on a call-in basis, and is not regularly scheduled.

### **ARTICLE 3 - TERM OF THE AGREEMENT**

- 3.01 This Agreement shall be in force and effect from January 1, **2012** up to and including December 31, **2014** and from year to year thereafter unless notice of the desire to amend the Agreement is given in writing by either party to the other with not less than sixty (60) days nor more than one hundred and twenty days (120) prior to the expiry of the Agreement.
- 3.02 Changes to this Agreement may be made by mutual agreement between the parties during the term of this Agreement, provided that such changes are properly reduced to writing, ratified and executed by authorized representatives of the parties to this Agreement.

### **ARTICLE 4 – RECOGNITION**

- 4.01 The Employer recognizes the Union as the sole bargaining agent for all employees within the scope of Certificate File Number 73-2006 issued by the Alberta Labour Relations Board, namely: "*All Employees*".
- 4.02 The Town of Irricana Campground Manager shall be excluded from the terms and conditions of this Agreement.
- 4.03 Persons hired on government temporary job creation programs or student training programs shall have a designated supervisor and shall be excluded from the Collective Agreement provided the term of the work does not exceed four (4) months.
- 4.04 No employee shall be required to make an agreement with the Employer which conflicts with this agreement.

- 4.05 The C.A.O and any out of scope supervisor may perform the functions of a bargaining unit employee for purposes of instruction, in an emergency, when bargaining unit Employees are not available to perform the work or provided the act of performing the work does not reduce the hours of work or pay of any permanent Employee.

#### **ARTICLE 5 – UNION SECURITY**

- 5.01 The Employer shall by the 15<sup>th</sup> day of each month remit to the Union the dues deducted for the preceding month and a written statement of the name of the employee for whom the deduction was made and the amount of each deduction.
- 5.02 The yearly dues paid by an Employee shall be recorded on his T-4 slip issued by the Employer.
- 5.03 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 Employer at least thirty (30) days prior to the effective date of the change.
- 5.04 The Employer shall provide the Union annually with the names, addresses and phone numbers of all Union members.

#### **ARTICLE 6 – MANAGEMENT RIGHTS**

- 6.01 Subject to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the Employer to manage its operations and direct the working force, including but not limited to the following:
- a) The right to maintain order, discipline and efficiency, formulate and enforce rules and regulations, policies and practices to be observed by employees; the right to change and abolish rules and practices as the Employer sees fit; the right to discipline, suspend, discharge employees for just cause.
  - b) The right to direct, select, hire, transfer, assign to jobs and shifts, promote, demote, classify, lay off, and recall employees subject to the provisions of this Agreement.
  - c) The sole and exclusive right and jurisdiction over all operations, buildings, machinery, equipment and employees shall be vested in the Employer, the right to schedule operations and number of shifts, the right to determine methods, job content and quality and quantity standards, the right to use improved methods, machinery and equipment; the right to decide on the number of employees needed by the Employer at any time, the number of hours and days to be worked and starting and quitting times.
- 6.02 Notwithstanding the foregoing, the Employer retains all rights not expressly limited by the terms of this Agreement.

## **ARTICLE 7 – NON-DISCRIMINATION**

- 7.01 Neither the Employer nor the Union will discriminate in any manner against an Employee based on a prohibited ground of discrimination recognized by the *Alberta Human Rights, Citizenship and Multiculturalism Act* or based on membership or non-membership in the Union.

## **ARTICLE 8 – UNION ACTIVITY ON EMPLOYER PREMISES**

- 8.01 Except as expressly permitted by this Collective Agreement, there shall be no Union activities on Employer time or on Employer property without the prior permission of the Chief Administrative Officer (“C.A.O”) or their designate.
- 8.02 The Employer will provide a bulletin board for the posting of Union notices. All Union notices shall be first approved for posting by the C.A.O., such approval shall not be unreasonably withheld.

## **ARTICLE 9 – UNION REPRESENTATION**

- 9.01 The Employer will recognize the Union elected or appointed Union Stewards provided they are employees of the Employer who have completed their probationary period and who have acquired seniority under this Collective Agreement. The Union shall notify the Employer in writing of the names of the Union Stewards. The number of Union Stewards shall be limited to two (2).
- 9.02 Union Stewards shall suffer no loss of regular pay when processing grievances under Steps 1 and 2 of the Grievance Procedure. The Union acknowledges that the Union Stewards have their regular work to perform as employees of the Employer and it is therefore agreed that they shall not leave their work to process a grievance or undertake any other union business during working hours without prior consent of their supervisor. Such permission shall not be unreasonably withheld.
- 9.03 The Union will notify the Employer in writing of those Union Officer(s) authorized to conduct business of the Union and enter into Agreements on its behalf.
- 9.04 Collective Bargaining Leave

No more than two (2) Employees shall attend collective bargaining sessions as scheduled between the Employer and the Union, for the purpose of negotiating collective agreements between the Parties. The Union shall pay the wages of the Employees while attending collective bargaining sessions.

## **ARTICLE 10 – NO STRIKES AND LOCKOUTS**

- 10.01 The Union agrees that it will not cause, authorize, sanction or permit employees to cause or take part in any strike during the term of this Agreement.
- 10.02 The Employer agrees that it will not cause or sanction a lockout during the term of this Agreement.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

- 11.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement. The Union or the Employer may file a policy grievance. A policy grievance involves a dispute involving a question of general application or interpretation of this Agreement or where the Union or Employer grieve the actions or omissions of the other.
- 11.02 An Employee may have the assistance of his Shop Steward and/or a Union Representative at any time during the Grievance and Arbitration Procedure.
- 11.03 For the purpose of this Article, the time limits shall be working days Monday to Friday, exclusive of General Holidays.
- 11.04 By mutual agreement between the parties, the time limits specified in this Article may be extended at any Step. Extension requests by either party shall not be unreasonably denied.
- 11.05 Should the Employee or the Union fail to comply with any of the time limits specified in this Article, the grievance will be considered to be abandoned.
- 11.06 Should the Employer fail to comply with any time limits specified in this Article, the grievance shall automatically move to the next Step on the day following the expiry of the particular time limit.
- 11.07 Policy grievances shall commence at Step 2.
- 11.08 Grievance Steps:

### Step 1

An Employee, with or without the assistance of the Shop Steward and/or a Union Representative shall first seek to settle the dispute in discussion with the CAO or their designate within seven (7) working days from the date of the incident giving rise to the grievance.

## Step 2

Failing settlement at Step 1, the Employee and the Shop Steward and/or Union Representative shall within five (5) working days of the Step 1 meeting, submit the grievance in writing to Town Council through the CAO.

The written grievance shall contain the following information:

1. A summary of circumstances giving rise to the grievance,
2. The provision(s) of the Agreement considered, and
3. The particulars of the remedy sought.

The Town Council or their designate shall reply to the Union in writing within ten (10) working days of receiving the grievance.

## Step 3

Failing satisfactory settlement at Step 2, the grievance may be referred to Arbitration pursuant to Alberta Labour Relations Code within fifteen (15) working days of receipt of the Step 2 decision.

Written notice of a grievance to arbitration shall include the name, address and business phone number of the referring parties' appointed member of the arbitration board. The recipient of the notice shall, within seven (7) calendar days, advise the other party of the name, address and business phone number of its appointed member of the arbitration board. The two appointees shall, within seven (7) calendar days of the appointment of the second of them appoint a third person who shall be the Chairman. If the appointees fail to agree upon a Chairman within the time limit (or such longer period of time as may be mutually agreed) then the Director of Mediation Services may be requested by either party to appoint a qualified person to act as a Chairman.

The Arbitration Board shall not make any decision inconsistent with the provisions of this Agreement or make any decision which would alter, modify, amend, add to, or subtract from any part of this Agreement.

Each party shall bear the expenses of their appointee to the board. The expenses of the Chair shall be shared equally by the parties.

A grievance may, upon agreement of both parties, be submitted to a single Arbitrator.

## Option - Mediation Process

A grievance may, upon agreement of both parties be submitted to Mediation for possible resolution before accessing the Arbitration process as explained in Step three (3) of the Grievance Procedure. However, if Mediation is not agreed to by both parties, or if mediation fails to settle the dispute, the grievance shall proceed to arbitration. Should the dispute proceed to Mediation, the parties shall share equally the costs of the Mediator.



## ARTICLE 12 – HOURS OF WORK AND OVERTIME

- 12.01 This Article defines the normal hours of work and provides the basis for calculating overtime. It will not be construed as a guarantee of hours of work per week, or of days of work per week. The Employer reserves the right to establish the start and end time of shifts for Employees within the bargaining unit.
- 12.02 The regular hours of work for Full-time Employees will be 7.5 hours per day and 37.5 hours per week, Monday through Friday. These hours will be exclusive of an unpaid meal break of 30 minutes and include two (2) 15 minute paid rest breaks.
- 12.03 Times for 7.5 hour Shifts to commence and end will normally be:
- a) Inside Workers:
    - 8:30 a.m. to 4:30 p.m.
  - b) Outside Workers:
    - 7.00 a.m. to 3.00 p.m.
    - 7:30 a.m. to 3:30 p.m.
    - 8:30 a.m. to 4:30 p.m.
- 12.04 Except in the case of fire, flood, sewer problems, water problems, storms and such other emergency work, notice of change to the Employee's hours and days of work will be posted (1) week in advance of any change.
- 12.05 Where an Employee is required to work hours in excess of his regular hours of work, all such excess hours of work will be considered overtime and he will be paid at one and one half (1 ½) times his regular hourly rate.
- 12.06 An Employee working overtime may take time off in lieu of wages at one and a half times the overtime hours worked (i.e. one (1) hour of overtime worked equals one (1) and a half hours off with pay at his regular hourly rate), where mutually agreed upon before hand between the Employer and the Employee. It is understood and agreed that such time off will accumulate to a maximum of four (4) days at any one time. Once four (4) days accumulate, any additional overtime will be paid out. Time off in lieu will be taken by the Employee at a time(s) mutually agreed upon between the Employee and the Employer.
- 12.07 All overtime must be authorized by the CAO.
- 12.08 Employees will record their daily hours worked on time sheets provided by the Employer and will submit them to their Supervisor at times specified by the Employer.

## ARTICLE 13 – TOWN HOLIDAYS

13.01 The following will be observed as General Holidays:

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

Should one of the general holidays fall on either a Saturday or Sunday, the following Monday shall be observed as the holiday. However, if Christmas Day falls on either a Saturday or Sunday and is observed on the Monday, Boxing Day shall be observed on the Tuesday.

13.02 Eligible employees will be paid for the regular number of hours which would have normally been worked by them on the general holiday, at the employee's regular straight time rate of pay.

13.03 An employee required to work on any of the above designated general holidays shall receive time and one half (1 ½ X) their regular straight time rate for work performed on the general holiday.

13.04 An employee is not entitled to General Holiday pay:

- a) if the employee has not been employed for thirty (30) days during the preceding twelve (12) months, or;
- b) if the employee does not work on a general holiday when scheduled to do so unless absent because of a certified medical illness or other reason acceptable to the Employer, or;
- c) if the employee is absent from their regular employment without the consent of the Employer for all or part of their last regular working day preceding or their first regular working day following the general holiday, or;
- d) if the employee is on layoff status, maternity leave, paternity leave, or adoption leave, Workers' Compensation or on sick leave on the date of the general holiday.

13.05 If a general holiday falls within the annual vacation of an employee, the employer shall, if the holiday is one to which the employee would have been entitled if not on vacation, give the employee;

- a) a holiday on what would have been the first day back, or by agreement, on another day; or

- b) general holiday pay of a sum that is at least equal to the average daily wage of the employee.

13.06 When Christmas Eve falls on a weekday (i.e. Monday to Friday) the Employer shall provide permanent Employees with a half day off, with pay, except in the case of fire, flood, sewer problems, storms and such other emergency work.

**ARTICLE 14 – VACATIONS**

14.01 Employee’s are entitled to vacation with pay calculated at thirty seven and half (37.5) hours per week at the employee’s regular rate of pay, after they have completed each year of continuous employment as follows:

Years of Continuous Employment	Vacation Time	% of Earnings
1 – 3 years	2 weeks	4% of regular pay
4 – 7 years	3 weeks	6% of regular pay
8- 10 years	4 weeks	8% of regular pay
11 years plus	5 weeks	10% of regular pay

14.02 The Union acknowledges that the Employer has the right to schedule vacations at any time during the year. However, the Employer will make reasonable efforts to start vacations at the time or times desired by employees.

14.03 Where an Employee is terminated, he shall receive as applicable 4%, 6%, 8% or 10% of his regular earnings in lieu of vacation pay.

**ARTICLE 15 – WAGES & PAYMENT**

15.01 The Employer shall pay during the life of this Agreement, the Schedule of Wages as set forth in Appendix “A”.

15.02 The general wage increase negotiated for year one of this Agreement is retroactive back to January 1, 2009 and shall apply to all employees on the Employer’s payroll at the date of ratification. All other amended terms and conditions are effective from the date of the ratification of this Agreement.

15.03 All Employees will be paid on a semi-monthly basis.

15.04 On each pay day the Employee shall receive an itemized statement of their pay including hours worked, hourly rate, premiums, and deductions.

15.05 Once a month an Employee will receive a statement of their accrued vacation and banked overtime.

## ARTICLE 16 – CALL OUT & STAND BY PAY

16.01 All Outside Workers will be subject to call out. An Employee who is called out and required to work outside of his regular hours of work will be paid a minimum of two (2) hours at overtime rates and overtime in accordance with Article 12 thereafter. Calls within two (2) hours of each other will be considered one (1) call out.

16.02 When an Employee is on Standby Service with the Employer, he will be compensated as follows:

Monday to Friday inclusive	\$25.00/day
Saturday, Sunday and Statutory Holidays	\$30.00/day

Employees on standby will be readily available and in a fit condition to return to duty immediately upon request.

16.03 Standby service will be done on a voluntary basis by Outside Workers. Where insufficient Employees volunteer, the Employer reserves the right to assign standby. A list of Employees who agree to work Standby service will be established by January 31<sup>st</sup> of each year. The list will be operated on a rotational basis and will ensure that there is one (1) employee available for Standby service at all times. Receiving or placing any phone calls, including calling out Employees as required, which potentially or actually, result in a call out will not attract call out pay or any other pay in addition to Standby pay.

## ARTICLE 17 – BENEFITS

17.01 Providing a Permanent Full time or Part time employee successfully completes the probationary period, meets the qualifying periods of employment for coverage for full time and part time employment and meets any other requirements for participation as determined by the Insurer, the Employer agrees to pay the percentage of the premiums for the following insurance coverage:

Employer's portion of Premiums:

a) Basic Group Life: 60%

One (1) times the employee's annual earnings, as determined by the insurer, rounded upwards to the next highest \$1000.00 if not already an even thousand. The coverage amount will be adjusted as the salary changes. The minimum amount is \$10,000 and the maximum is \$250,000.

b) Accidental Death and Dismemberment: 60%

The principal amount of insurance will match the employee's Basic Group Life coverage amount. Details of coverage, including a schedule of losses shall be determined by the insurer.

c) Extended Health Care: 60%

Coverage at 100% reimbursement for reasonable and customary eligible expenses as determined by the insurer.

d) Vision Care: 60%

The Vision Care plan provides a flat \$400 Vision Care benefit at time periods as determined by the insurer.

e) Dental Care: 60%

Basic and Diagnostic	100% reimbursement
Dentures	100% reimbursement
Major Restorative	80% reimbursement

The benefit calendar year maximum is \$1,500 per insured employee for all coverage combined and for each eligible dependant. Employees who are eligible for dental care after July 1<sup>st</sup> of any year will be limited to \$750 per insured person.

f) Long Term Disability 60%

Elimination Period	120 days
Own Occupation Period:	Two (2) Years
Monthly Benefit:	66 2/3% of monthly pre-disability earnings
Maximum Benefit Period:	To age 65, recovery or death, whichever occurs first
Maximum Monthly Benefit:	\$4,500
Benefit Tax Status:	Taxable

g) Short Term Disability 60%

Elimination Period:	Hospitalization	Nil
	Accident	Nil
	Illness	7 days
Weekly Benefit:	66 2/3% of weekly pre-disability earnings	
Maximum Benefit Period	17 weeks	
Maximum Weekly Benefit:	\$750.00	
Benefit Tax Status:	Taxable	

h) Employee Assistance Plan 60%

- 17.02 The provisions of the insurance policies and plans shall govern with respect to eligibility and benefits provided by the insurer to the Employee. The Town's responsibility under this Article is limited to the payment of premiums to purchase the insurance coverages listed in article 17.01. The Town has no liability for the failure or refusal of the insurance carrier to honour an Employee's claim or to pay benefits and no such action on the part of the insurance carrier will constitute a breach of this Agreement by the Town. No dispute arising under or related to this Article will be subject to the grievance and arbitration procedures, except where the Town has failed to pay the premiums required to purchase the insurance coverages for the benefits listed in article 17.01. The Employer retains the right to change insurance carriers.
- 17.03 The Employer agrees that if it changes insurance carriers, it will notify the Union.
- 17.04 All permanent full time Employees are eligible to participate in a Group RRSP Plan. The Employer shall pay an amount equivalent to 6% of the Employees gross monthly earnings, excluding any overtime, call out pay, standby pay, benefit premiums or any other premium. The RSP payment shall be deposited directly into a Group RSP in the employee's name.

#### ARTICLE 18 - SICK LEAVE

- 18.01 Permanent full time and part time Employees shall **be credited with six (6) days of sick leave on January 1 of each year.**
- 18.02 Sick leave shall be provided to permanent full time and part time Employees when they are absent from work due to a bona fide illness or injury that is not covered by the provisions of the *Workers' Compensation Act* for a period of time up to six (6) days.
- 18.03 Sick leave entitlement for permanent part-time employees shall be pro-rated.
- 18.04 Sick leave shall not accrue during periods of lay-off, leaves of absence or during periods of illness or injury, when the Employee is absent from work, in excess of 30 calendar days.
- 18.05 As at December 31<sup>st</sup> of each year of this Agreement any accrued sick leave, to a maximum of three (3) days shall be paid out to eligible Employees. Employees shall not have the right to carry-forward accrued sick leave from year to year.
- 18.06 Sick pay shall be paid to the Employee at their regular rate of pay and all days shall be deducted from the Employee's accumulated sick leave. If the Employee is absent for less than one full day the deduction shall be for the number of hours the Employee is absent.
- 18.07 Employees who are unable to report to work due to illness or injury shall notify the C.A.O before the scheduled start of their shift. Failure by an Employee to do so may result in the Employee losing entitlement to pay for the absence. The Employee shall contact the C.A.O. on each additional day of absence.

## ARTICLE 19 – PROBATIONARY EMPLOYEES

19.01 During the first three (3) months of employment an employee shall be considered a probationary employee and at any time during this period his employment may be terminated and such termination shall not be subject in any manner to the grievance or arbitration procedure.

## ARTICLE 20 – LEAVE OF ABSENCE

- 20.01 An employee who has been employed by the Employer for a minimum of three months may request in writing, a leave of absence without pay to a maximum of sixty (60) calendar days. Such leave of absence may be granted at the discretion of the Employer, provided that the employee has exhausted all vacation time and banked overtime earned up to the time of the leave of absence request. An Employee who does not return to work at the expiration of the leave of absence shall be considered to have voluntarily quit his employment.
- 20.02 Should the request be for a leave of absence for union business, no more than one (1) Employee shall be granted leave at the same time and no more than one (1) Employee from a department will be granted such leave. Approval of such leave will be subject to the needs of the operation, and will not be unreasonably denied.
- 20.03 An Employee shall be granted one (1) day with pay to attend to the birth or adoption of their child.
- 20.04 Maternity, Parental or Adoption leave shall be provided in accordance with *Employment Standards Code*.
- 20.05 Personal Days - Permanent Full time and Part time Employees shall be entitled to one (1) personal day, without loss of pay, each calendar year of this Agreement. An eligible employee requesting a personal day must provide prior written reasonable notice to the C.A.O.

## ARTICLE 21 – BEREAVEMENT LEAVE

- 21.01 In the event of a death in the immediate family of a permanent full-time or part-time Employee, who has successfully completed their required probationary period, the Employer shall provide the following:
- a) Bereavement leave up to a maximum of four (4) consecutive working days with pay upon the death of a spouse, common-law spouse, child, step child, parent or spouse's parent, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother and grandchild.
  - b) If the Employee is required to travel in excess of two hundred (200) kilometers to attend a funeral of a person referred to in paragraph (a) above, the Employee may

request a maximum of an additional two (2) paid working days for said travel. Such time shall be granted at the sole discretion of the CAO.

- c) One (1) working day of bereavement leave without pay to attend the funeral of a person not referred to in paragraph (a) above, with the approval of the CAO.

21.02 Bereavement leave shall not apply to a permanent full-time or part-time Employee on a leave of absence, off work on disability benefits, layoff, or off work on Workers' Compensation benefits.

## **ARTICLE 22 – JURY OR CROWN WITNESS DUTY**

22.01 The Employer will pay the Employee his normal hourly earnings for the day(s) spent serving Jury Duty provided the Employee has completed his probationary period; provides proof of Jury service; and remits to the Employer the check he received from the Court for Jury Duty.

22.02 An Employee subpoenaed by the Crown as a Witness will be paid his normal hourly earnings for time spent in Court provided the Employee has completed his probationary period and provides a copy of the Crown Subpoena to the Employer.

## **ARTICLE 23 – SENIORITY**

23.01 Seniority shall mean the length of continuous permanent service with the Employer from the Employee's date of hire within the bargaining unit. Seniority shall be calculated on completion of the probation period, retroactive to the Employee's date of hire.

23.02 Seniority shall be recognized only where specifically referenced in this Agreement.

23.03 The Employer will supply the Union a seniority list setting out the names and starting dates with the Employer once a year.

23.04 An employee shall lose their seniority and forfeit all rights and the Employer is under no obligation to rehire when:

- a) the Employee resigns or retires,
- b) the Employee is discharged for just cause,
- c) the Employee overstays their authorized leave of absence,
- d) the Employee is absent without authorized leave in excess of three (3) consecutive shifts, or
- e) the Employee is granted and accepts severance payment under Article 25.02 of this Agreement.



## ARTICLE 24 - PROMOTION

- 24.01 All full-time job vacancies within the scope of the bargaining unit shall be posted for a period of five (5) working days. Employees to be selected shall be determined on the basis of qualifications, skills and ability. Whereas between two (2) or more Employees, there exists in the opinion of the Employer equal qualifications, skill and ability, seniority shall be the deciding factor. A copy of the job posting shall be sent to the Union.
- 24.02 Where an Employee is promoted to a position outside of the bargaining unit, they shall be permitted to retain their seniority for a period of three (3) months from the date of the transfer.
- 24.03 When an Employee is temporarily assigned to fulfill the duties of a higher paid position, excluding the position of C.A.O., for a period of three (3) weeks or longer they shall be paid the higher wage rate under this agreement for such time(s) as they perform the duties of the position.
- 24.04 When an Employee is temporarily assigned to fulfill the duties of the C.A.O. position for a period two weeks or longer, they shall be paid a premium of \$2.00 per hour for such time(s) as they perform the duties of the position.

## ARTICLE 25 – LAY OFF

- 25.01 In laying off and in recalling Employees from layoff, the Employer will consider the qualifications, skill and ability of the Employees to perform the available work up to the Employer's accepted standard. Where, those factors are equal as between two or more Employees, seniority will govern.
- 25.02 Should there be a need to decrease the work force, Employees may be laid off. If the layoff is permanent, the Employer will pay the affected Employee(s) termination pay as follows:

**Severance will be paid on the basis of two weeks of regular pay (base rate) for the first ten (10) years with the Town of Irricana service and one (1) week for each year thereafter, to the maximum of fifty-two (52) weeks of regular pay, this amount will be pro-rated for permanent part-time employees.**

Upon such payment, the Employee shall have no further action, claim, complaint or grievance against the Employer for the termination of his employment. Payment does not disqualify an Employee from grieving a layoff under Article 25.01 of this Agreement.

## ARTICLE 26 – MEDICAL CERTIFICATES

- 26.01 A Physicians' statement may be required for any absence from work by an Employee verifying the reasons for the absence, whether modified duties may be performed by the Employee as well as a prognosis as to the Employee's return date.

## ARTICLE 27 - PART TIME EMPLOYEES

27.01 The following provisions of this Collective Agreement apply to part-time employees being:

Preamble	
Article 1	Interpretation and Extent
Article 2	Definitions
Article 3	Term of the Agreement
Article 4	Recognition
Article 5	Union Security
Article 6	Management Rights
Article 7	Non-Discrimination
Article 8	Union Activity on Employer Premises
Article 9	Union Representation
Article 10	No Strikes and Lockouts
Article 11	Grievance Procedure
Article 15	Wages & Payment
Article 16	Call Out & Stand by Pay
Article 17	Benefits
Article 18	Sick Leave
Article 19	Probationary Employees
Article 20	Leave of Absence
Article 21	Bereavement Leave
Article 22	Jury or Crown Witness Duty
Article 23	Seniority
Article 24	Promotion
Article 25	Lay Off
Article 26	Medical Certificates
Article 30	Correspondence
Article 31	Personnel Files
Article 32	Health & Safety
Appendix "A"	

27.02 The other provisions of this Collective Agreement do not apply to part-time employees unless specifically stated in this Article.

27.03 Employees hired as part-time will work less than thirty seven and half (37.5) hours a week unless working sickness, vacation, statutory holiday or leave of absence relief. Employees hired as part-time employees will not qualify as full-time employees unless appointed full-time by the Employer.

27.04 A part-time employee will be paid the rate of one and one half times (1 1/2x) the hourly rate for all hours worked in excess of the part-time employees regularly scheduled work day of seven and a half (7.5) hours or for all hours worked in excess of thirty seven and half (37.5) hours in a week.

- 27.05 After thirty (30) calendar days of employment, on each pay cheque part-time Employees shall be paid, in addition to their regular pay, four and five tenths percent (4.5%) of their basic rate of pay in lieu of Paid Holiday benefits.
- 27.06 A part-time employee who works on a general holiday will be paid one and one half times (1 1/2x) his regular rate for all hours worked.
- 27.07 When Christmas Eve falls on a weekday (i.e. Monday to Friday) the Employer shall provide permanent part-time Employees with a half day off, with pay, except in the case of fire, flood, sewer problems, storms and such other emergency work.
- 27.08 Part-time employees will be paid four percent (4%) of gross wages for vacation pay based on length of service with the Employer. After five (5) consecutive years of employment the part-time employee will be entitled to six percent (6%) of gross wages for vacation pay.

**ARTICLE 28 – SEASONAL & CASUAL EMPLOYEES**

28.01 The following provisions of this Collective Agreement apply to Seasonal and Casual Employees being:

Preamble

- Article 1 Interpretation and Extent
- Article 2 Definitions
- Article 3 Term of the Agreement
- Article 4 Recognition
- Article 5 Union Security
- Article 6 Management Rights
- Article 7 Non Discrimination
- Article 8 Union Activity on Employer Premises
- Article 9 Union Representation
- Article 10 No Strikes and Lockouts
- Article 11 Grievance Procedure
- Article 15 Wages & Payment
- Article 16 Call Out & Stand By Pay
- Article 26 Medical Certificates
- Appendix "A"

- 28.02 The other provisions of this Collective Agreement do not apply to Seasonal and Casual Employees unless specifically stated in this Article.
- 28.03 Seasonal and Casual Employees shall be paid at the rate of one and one half times (1 1/2x) the hourly rate for all hours worked in excess of his regularly scheduled work day or for all hours worked in excess of thirty seven and half (37.5) hours per week.
- 28.04 A Seasonal Employee shall be entitled to general holiday pay for Town holidays specified in Article 13.01 provided he meets the requirements stipulated in Article 13.04.

- 28.05 A Seasonal or Casual Employee who works on a general holiday as defined in Article 13.01 shall be paid one and one half (1 1/2x) times his regular rate for all hours worked.
- 28.06 A Seasonal or Casual Employee shall be paid four percent (4%) of his regular earnings for vacation pay.
- 28.07 The termination of a Seasonal employee's employment shall not be subject in any manner to the grievance or arbitration procedure. A Seasonal Employee may access the grievance and arbitration procedure for all other matters.

#### **ARTICLE 29 – PROTECTIVE CLOTHING**

- 29.01 Permanent full-time outside Employees shall be issued one (1) pair of summer and winter coveralls, two (2) pairs of pants and two (2) shirts in their first year of employment and, issued additional pairs on an as needed basis upon return of the worn or damaged pair thereof.
- 29.02 Permanent full-time outside Employees requiring safety footwear shall be reimbursed up to one hundred and fifty dollars (\$150.00) per year upon proof of purchase of C.S.A. approved footwear.
- 29.03 Employees are required to accept responsibility for equipment, clothes, , etc. issued to them and will be required to pay the replacement cost of items which are determined to be lost, damaged or broken through their misuse or through negligence.
- 29.04 Upon termination of employment, Employees shall return all clothes purchased by the Employer that bear the name of, or depict the Employer, tools and equipment furnished or replaced by the Employer. Failing to do so will result in a deduction from the Employee's final pay for the cost of any unreturned items and this Agreement shall service as an authorization by the Employee for such deduction.

#### **ARTICLE 30 - CORRESPONDENCE**

- 30.01 Within ten (10) days of ratification of this Agreement, the Employer and the Union shall designate a person or persons and all correspondence between the parties arising out of the Agreement or incidental to it shall pass to and from such designated persons. Such notification shall be in writing and include name(s), title, address, telephone and fax number.

#### **ARTICLE 31- PERSONNEL FILES**

- 31.01 An employee may request to review their personal file not more than twice per year upon five (5) days working notice to the C.A.O. or their designate.

**ARTICLE 32- HEALTH AND SAFETY**

32.01 A Health and Safety Committee shall be established. The Union will appoint two (2) employees to act as members of the Health and Safety Committee. The Committee will meet quarterly with the C.A.O.

32.02 The Minutes of the meetings shall be posted on the Union bulletin board.

This Collective Agreement signed this 10 day of April, 2012.

ON BEHALF OF  
CANADIAN UNION OF PUBLIC  
EMPLOYEES - SUB LOCAL 37



\_\_\_\_\_  
President



\_\_\_\_\_  
Recording Secretary

ON BEHALF OF  
THE TOWN OF IRRICANA



\_\_\_\_\_  
Mayor



\_\_\_\_\_  
CAO

**APPENDIX "A"**

EMPLOYMENT POSITION	Adjust	Jan 1/12	Jan 1/12	Jan 1/13	Jan 1/13	Jan 1/14	Jan 1/14
		Start Rate	Job Rate	Start Rate	Job Rate	Start Rate	Job Rate
		2%		2%		2%	
Administrative Person 5		\$ 20.19	\$ 21.25	\$ 20.59	\$ 21.67	\$ 21.00	\$ 22.10
Administrative Person 4		\$ 19.27	\$ 20.28	\$ 19.65	\$ 20.68	\$ 20.05	\$ 21.10
Administrative Person 3		\$ 19.27	\$ 20.28	\$ 19.65	\$ 20.68	\$ 20.05	\$ 21.10
Administrative Person 2	+ \$1.00	\$ 17.53	\$ 18.40	\$ 17.88	\$ 18.77	\$ 18.24	\$ 19.14
Administrative Person 1	+ \$0.50	\$ 15.85	\$ 16.67	\$ 16.17	\$ 17.00	\$ 16.49	\$ 17.34
Maintenance Person 1		\$ 28.28*	\$ 29.77*	\$ 28.56*	\$ 30.06*	\$ 29.05*	\$ 30.59*
Maintenance Person 2	+ \$0.50	\$ 20.30	\$ 21.34	\$ 20.70	\$ 21.77	\$ 21.12	\$ 22.20
Maintenance Person 3	+ \$0.50	\$ 17.73	\$ 18.64	\$ 18.08	\$ 19.01	\$ 18.44	\$ 19.39

1. The Start Rate applies to all newly hired Employees, who will move to the job rate on successful completion of the probation period.
  2. Pay adjustments in Appendix "A" will be retroactive to January 1, 2012 for all positions and shall apply to all employees in such positions on the Employer's payroll at the date of ratification
- **Note that Maintenance Person 1 will be Red Circled for the 2012 year, but will receive economic increases of: 1% January 1, 2013 and 1.75% January 1, 2014 for the remainder of the contract**

**LETTER OF UNDERSTANDING  
BETWEEN  
THE TOWN OF IRRICANA  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL SUB 37**

**RE: VACATION SCHEDULE**

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The parties agree to meet in a timely manner to fashion a method for scheduling vacations. The method will consider the needs of both the Employees and the Employer, as well as consider the current practice. The parties acknowledge the Employer's right to schedule vacations and the Employer will make reasonable efforts to start vacations at the time or times desired by Employees.

SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC  
EMPLOYEES - SUB LOCAL 37

[Redacted Signature]

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[Redacted Signature]

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SIGNED ON BEHALF OF  
THE TOWN OF IRRICANA

[Redacted Signature]

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[Redacted Signature]

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DATE: 10 April 2012

cope #491