

COLLECTIVE AGREEMENT

- between -

The Town of Blackfalds



- and -

**The Canadian Union of Public Employees
Local 417**

CUPE / *Canadian Union
of Public Employees*

January 1, 2017 – December 31, 2018



Canadian Office & Professional Employees Local #491

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This Agreement made this 30 day of March, 2017.

Between:

**The Town of Blackfalds
Blackfalds, AB
(hereinafter called the "Employer")**

Party of the First Part

And:

**The Canadian Union of Public Employees
Local 417
(hereinafter called the "Union")**

Party of the Second Part

ARTICLE 1 – PURPOSE

The parties acknowledge that the primary purpose of the Employer and Employees is:

- (a) To promote and maintain a positive working relationship between the Employer, its Employees and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations;
- (c) To encourage efficiency in operations; and
- (d) To enhance the quality of service provided to the people of the Town of Blackfalds.

AND WHEREAS it is now desirable that matters pertaining to the working conditions of Employees be described in a collective agreement;

THEREFORE the Employer and the Union agree with each other as follows:

ARTICLE 2 – UNION

- 2.01 a) The Employer recognizes, under the terms of the certification granted under the Alberta Labour Relations Code, Sub Local #417 of the Canadian Union of Public Employees as the sole and exclusive bargaining agent for a unit of Employees of the Town of Blackfalds, described as all Employees those covered by Certificate No. 16-2007.

b) The parties agree that the following positions shall be removed from the bargain unit:

(i) Guest Services Coordinator

- 2.02 The Employer agrees that persons outside the scope of the Union shall not perform the work of the Union except to the extent that such activities are ancillary to their managerial duties and in cases of emergency or for the purpose of training.
- 2.03 No permanent Employee presently employed by the Employer within the scope of this Agreement shall lose their employment with the Employer or suffer a reduction in hours of work, during the life of this Agreement, as a result of contracting out.

ARTICLE 3 – MEMBERSHIP

- 3.01 All Employees shall be subject to the deduction of union dues in accordance with the Rand formula.
- 3.02 The Employer will accept written authorization submitted by an Employee for the deduction of dues and initiation fees. In the event that the Union decides there shall be any changes in the amount of dues deducted, the Union shall advise the Employer in writing, dues shall be deducted at the rate set out by the Local Union. New Employees shall be deducted union dues from the first full pay cheque.
- 3.03 Union dues deducted shall be forwarded to the Treasurer of the Union no later than ten (10) working days after the end of each calendar month in which the deductions took place, accompanied by a list of names of Employees from whose wages the deductions have been made.

ARTICLE 4 – LABOUR/MANAGEMENT COMMITTEE

- 4.01 In order to promote harmony and efficiency within Employer operations, the Employer will recognize a Labour/Management Committee.
- 4.02 The composition of the committee will normally be two (2) Union Employees and two (2) management.
- 4.03 The purpose of this committee is to exchange ideas that:
- (1) may lead to greater efficiency;
 - (2) assist in resolving problems;
 - (3) provide a framework for harmonious relations;

- (4) assist in the resolution of complaints, except for grievances where the grievance and arbitration procedures are provided;
 - (5) promote and make recommendations in regards to Health and Safety matters;
 - (6) deal with other matters which may be within their purview.
- 4.04 The Labour/ Management Committee shall be established within one (1) month of the signing of the Collective Agreement. Such meetings will take place on a quarterly basis during each year.
- 4.05 Deliberations and any recommendations of the Labour/Management Committee shall be of a nature that is not grievable under the terms and conditions of the Collective Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Employer reserves all rights not specifically restricted by provisions of this Agreement.
- 5.02 The Union recognizes the right of the Employer to hire, promote and demote, transfer, classify, suspend or otherwise discipline and dismiss any Employees, subject to the right of the Employee concerned to lodge a grievance in the manner and to the extent provided in this Agreement.
- 5.03 The Union further recognizes the right of the Employer to operate and manage its business and to establish and alter from time to time rules, regulations and practices to be observed by the Employees, which rules and regulations, policies, bylaws and practices shall not be inconsistent with the provisions of this Agreement.

ARTICLE 6 - DEFINITIONS

- 6.01 "Basic Rate of Pay" shall mean the incremental step in the salaries appendix applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 6.02 (a) "Casual Employee" shall mean one who is:
- (i) not regularly scheduled, but works on a call basis; and/or
 - (ii) scheduled to relieve in the case of absences for illness, injury, leaves of absence and/or vacation of other employees.

- (b) The provisions of this Collective Agreement shall not apply to Casual Employees except for the following Articles: 1, 2, 3, 4, 5, 6, 7, 8, 9.03(d), 11, 12.05, 12.07, 13.08, 15, 20, 21, 22, 23, 24, 25 and 28.
- 6.03 "Chief Administrative Officer" and "CAO" means the Employee appointed by Council pursuant to the provisions of the *Municipal Government Act* to oversee the day-to-day activities of the Employer.
- 6.04 "Continuous Service" shall mean the period of employment commencing on the latest date of employment that is not interrupted by termination, dismissal or change in status.
- 6.05 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer.
- 6.06 "Employer" shall mean and include the Town of Blackfalds.
- 6.07 "Permanent Full-time Employee" shall mean an Employee who has successfully completed the Probationary Period and is working 35 hours or more per week.
- 6.08 "Permanent Part-time Employee" shall mean an Employee who has successfully completed the Probationary Period and is working less than 35 hours per week.
- 6.09 "Temporary Employee" shall mean an Employee hired for a term with a defined commencement and termination date, which does not normally exceed thirteen (13) months. Any extensions must have written agreement between the parties. The provisions of this Collective Agreement shall not apply to Temporary Employees except for the following Articles: 1, 2, 3, 4, 5, 6, 7, 8, 9.03(d), 11, 12.05, 12.07, 13, 15, 20, 21, 22, 23, 24, 25 and 28.
- 6.10 "Union" shall mean The Canadian Union of Public Employees, Local #417 and all correspondence other than the Union dues remittance as outlined in Article 3, shall be sent to the CUPE National Representative at #250, 5002 – 55th Street, Red Deer, AB T4N 7A4.
- 6.11 "Premium Payments" is defined as the payments paid to Employees under Article 20, Remuneration, Overtime, shift differential, standby and call out pay.
- 6.12 "Week" shall mean that period between 0001 on Saturday and midnight on the immediate following Friday.
- 6.13 "Sick Leave" means the period of time an Employee who comes under the terms of this Agreement is absent from work with full pay due to bona fide sickness and/or injury that does not come under the provision of the Workers' Compensation Act.

- 6.14 "Immediate Relative" shall be defined as the Employee's mother, father, brother, sister, spouse, common-law spouse, child or foster child, guardian, mother-in-law, father-in-law, step-children, step-parents, grandparents and the Employee's spouse's grandparents.
- 6.15 For the purposes of qualifying for LAPP "Eligible Employee" is defined as a Permanent Full-time or Part-time Employee working regularly scheduled hours of at least thirty (30) or more hours per week.
- 6.16 Lay-Off shall be defined as a reduction in work force.

ARTICLE 7 - PROBATIONARY PERIOD

- 7.01 All newly hired Employees selected for a permanent position within the scope of this Agreement shall be required to serve a three (3) month (or full-time hour equivalent) probationary period. However, all newly hired Employees may be terminated at any time during the probationary period provided the provisions of the Alberta Employment Standards Code are followed. The Employee will have access to the grievance procedure as outlined in Article 22 except for the Arbitration process in Article 23.

An Employee shall be confirmed in the permanent position upon completing the probationary period, unless the Employer, for proper and sufficient reasons, extends the probationary period up to an additional two (2) months to be in writing to the Employee with a copy to the Union.

A Temporary Employee who is awarded a permanent position in the same job shall be considered to have served the probationary period upon the completion of three (3) months of continuous service.

- 7.02 An Employee shall be advised in writing of satisfactory completion of the probationary period.

ARTICLE 8 - TRANSFERS. PROMOTIONS & APPOINTMENTS

- 8.01 A transfer means a lateral move to a different position/classification at the same rate of pay.
- 8.02 A promotion means a permanent vertical move to a higher paid classification and, similarly, a demotion means a permanent vertical move to a lower paid classification (see 8.07).

- 8.03 An appointment means a vertical move to a position out of the scope of this Agreement. Such appointees are subject to the policy of the Employer relating to the position and are not subject to the provisions of this Agreement.
- 8.04 All written applications for employment, transfers, or promotion shall be made to the Director or CAO as required.
- 8.05 When a vacancy occurs or a new position is created within the bargaining unit for a permanent position, such vacancy shall be posted on a service-wide basis, including via Email or electronic format, for a period of five (5) working days, and the Union shall be notified in writing. Postings may be advertised externally at the same time they are posted internally. Such postings shall indicate the nature of the position, qualifications (consistent with the position classification), shift, wage and salary rate.
- 8.06 In making promotions, permanent transfers and demotions, the determining factors shall be knowledge, education, ability, performance and skills, and where these factors are deemed by the Employer to be relatively equal, seniority shall be the deciding factor. The Employer shall not establish qualifications in an unfair manner.
- 8.07 All permanent transfers and promotions shall be subject to a trial period. The transferred or promoted Employee will be given a trial period of three (3) months or such shorter time as the Employer considers suitable in the circumstances in which to demonstrate the Employee's ability to perform the new task satisfactorily. Should such Employee fail to succeed during the above-mentioned trial period, the Employer shall direct the Employee to return to the Employee's former position and rate of pay without loss of seniority. Should an Employee desire to transfer to his former position, he may do so within the trial period.
- 8.08 If, as a result of a recall from layoff, inability to perform the functions of a position, or by request, an Employee is transferred to a lower rated position, his rate will be adjusted immediately to the rate of the position to which he is transferred.
- 8.09 The Employer may transfer Employees from one job to another on a temporary basis.
- 8.10 The Union shall be advised in writing of all permanent full-time staff changes, i.e. transfers, promotions, terminations and lay-offs.
- 8.11 a) The Employer, due to specific position requirements, may require a new Employee to submit to a medical assessment performed by a physician. The cost of such examination shall be borne by the Employee.
- b) The Employer, due to specific bona fide occupational requirements, may require a current Employee applying for a promotion or a transfer to submit to medical assessment performed by a physician. The cost of such examination shall be borne by the Employer.

- 8.12 New Employees shall, at their own expense, provide the Employer with a Driver's Abstract. The Employer shall pay for a Driver's Abstract if a current Employee(s) are required to produce a Driver's Abstract.
- 8.13 New Employees shall, at their own expense, provide the Employer with a Criminal Record Check. The Employer shall pay for a Criminal Record Check if a current Employee(s) are required to produce a Criminal Record Check.
- 8.14 The Employer requires that all Employees over the age of 18 years of age provide a Criminal Record Check with Vulnerable Sector Screening and Intervention Record Check at their own expense. The cost of annual renewals, if they are required, of the Criminal Record Check with Vulnerable Sector Screening and Intervention Record check for existing Employees including seasonal rehired Employees will be paid for by the Employer.
- 8.15 a) Failure of a new Employee to provide the Criminal Record Check and/or Driver's Abstract will result in disciplinary action and possible dismissal. Failure of a new Employee to provide the Vulnerable Sector Screening will result in disciplinary action and possible dismissal.
- b) Employer must receive the Criminal Record check documents and Driver's Abstract prior to the starting date of the Employee.
- 8.16 When an Employee is temporarily assigned to a work classification either higher or lower than his current classification, he shall continue to retain the basic rate of pay for his current classification or the basic rate of pay of the job to which he is temporarily assigned, whichever is higher.
- When approved temporary assignments of coverage for short durations the Employee moving into a different classification or a supervisory position and shall assume the responsibilities of the position as assigned by the director and will receive the rate of pay for that position.
- 8.17 New Employees may be placed in a Step of the appropriate Pay Grid range that in the opinion of the Employer most clearly reflects previous experience and training directly related to the job being filled as per the job description. If current Employees have equal or greater factors as outlined in Article 8.06 they will also be placed at the same step as the newly hired Employee.

ARTICLE 9 – SENIORITY

- 9.01 Seniority is defined as the length of continuous service in the bargaining unit and shall include service with the Employer prior to the certification of the Union.

Note: upon the date of ratification, all prior service (original date of hire) with the Employer will be recognized as the Employees' seniority/service date.

- 9.02 a) Service Seniority shall be lost for any of the following reasons:
- (1) Resignation of the Employee in writing;
 - (2) Discharge for just cause;
 - (3) If the Employee fails to report for work after lay-off within seven (7) working days of recall after being notified by registered mail. It shall be the duty of the Employee to keep the Employer informed of his current address;
 - (4) If the Employee fails to report for work without permission for a period exceeding three (3) working days;
 - (5) On the expiration of one (1) year following a lay-off during which time the Employee has not been recalled;
- b) Seniority shall not accrue during an approved leave of absence in excess of thirty (30) days.
- 9.03 a) The Employer shall maintain a seniority list showing each Employee's seniority date. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- b) Where two (2) or more Employees commenced work on the same day, preference shall be in accordance with the date of the application for employment.
- c) Seniority shall not apply during the probationary period, however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 9.01.
- d) Where a Casual or Temporary Employee becomes full-time or part-time with the Employer, and their service with the Employer has been unbroken by termination or resignation, their seniority date shall be adjusted to take into account all hours worked as a Temporary or Casual Employee. Their date of seniority shall be adjusted by one (1) day for every eight (8) hours of work, or seven (7) hours worked for inside workers.
- 9.04 Where an Employee in the bargaining unit accepts a position with the Employer which is excluded from the bargaining unit, seniority will be forfeited unless the Employee reverts to his former position as per Article 8.

ARTICLE 10 - LAY-OFF

10.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in the work force.

10.02 Notice of Lay-Off

Permanent full-time and part-time Employees shall receive fourteen (14) days working notice, or pay in lieu thereof, of the Employer's intention to lay off. A copy of such notice shall be provided to the Union.

10.03 Both parties agree that job security shall increase in proportion to the length of service. Therefore, in the event of lay-off, Employees shall be laid off in reverse order of their seniority provided that those remaining have the required qualifications to fill the positions available.

10.04 Where an Employee does not return to work as required within seven (7) days of being recalled in accordance with Article 10, the employment relationship shall be terminated.

10.05 Employees who have been laid off for lack of work only shall be recalled in order of their seniority and no new Employees shall be hired until those Employees, with the required qualifications, who have been laid off, have been given the opportunity of recall.

10.06 No Employees shall be hired by the Employer until eligible Employees on lay off have been given the opportunity to return to work in accordance with Article 10.05.

10.07 a) The right to recall in accordance with Article 10.05 shall continue for a period of twelve (12) months after which time the employment relationship shall be terminated.

b) When employment is terminated in accordance with Article 10.07 a), or for any other reason without just cause, the following termination pay shall be payable based on an amount equal to the wages the Employee would have earned if the Employee had worked the applicable termination notice period as follows:

- (i) One (1) week, if the Employee has been employed by the Employer for more than three (3) months but less than two years;
- (ii) Two (2) weeks if the Employee has been employed by the Employer for two (2) years or more but less than four (4) years;
- (iii) Four (4) weeks if the Employee has been employed by the Employer for four (4) years or more but less than six (6) years;

- (iv) Five (5) weeks if the Employee has been employed by the Employer for six (6) years or more but less than eight (8) years;
 - (v) Six (6) weeks if the Employee has been employed by the Employer for eight (8) years or more but less than ten (10) years; or
 - (vi) Eight (8) weeks if the Employee has been employed by the Employer for ten (10) years or more.
- c) If at any time during the term of this Collective Agreement the notice periods outlined in Article 10.07 b) are less than the minimum requirements of the *Employment Standards Code*, the minimum requirements of the *Employment Standards Code*, as amended from time to time, will apply.

10.08 The Employee will provide the Employer with two (2) weeks written notice when resigning from his position with the Employer.

ARTICLE 11 - HOURS OF WORK

- 11.01 The normal hours of work for Outside Employees shall be not less than eight (8) hours per day, forty (40) hours per week for five (5) consecutive days and normally scheduled between 0700 hours and 1900 hours.
- 11.02 The normal hours of work for Inside Employees shall be not less than seven (7) hours per day, thirty-five (35) hours per week for five (5) consecutive days.
- 11.03 The normal hours of work for Recreational and Parks Employees shall be eight (8) hours per day, forty (40) hours per week.
- 11.04 The Employer may establish other regular hours of work and general shifts where the Employer deems it to be in the best interest of operating its business.
- a) Where the Employer establishes other regular hours of work or shifts, the Employer shall provide the Union seventy-two (72) hours notice of the establishment of such shift provided that there is an eight (8) hour rest period since the Employee last worked.
 - b) Such other consecutive regular hours of work and shifts may include the establishment of a compressed work week arrangement with scheduled hours of work not to exceed eleven (11) hours per day or eighty (80) hours per fourteen (14) day period.
- 11.05 The Employer reserves the right to establish work schedules (as per Article 11.14) and to change such schedules. Except in case of emergency, the Employer shall

give at least twenty-four (24) hours notice of any change of shift and will provide a minimum of twelve (12) hours of rest between shifts.

- 11.06 An Employee shall have no less than two (2) consecutive days off in a week for all Employees, unless mutually agreed otherwise between the Employer and the Union in writing.
- 11.07 Paid on-site rest period of fifteen (15) minutes in each half of a shift will be permitted.
- 11.08 Employees required to work the midnight to 8 a.m. shift shall only be required to work two (2) such shifts, consecutively, once every three (3) weeks unless vacation, resignation, mutual shift changes or sickness impacts the shift. Article 20 shall apply to the hours worked during this shift.
- 11.09 There shall be no REGULARLY SCHEDULED split shifts except upon mutual agreement between the Employee and the Employer and/or in the event of training purposes as listed:
 - a) First Aid
 - b) WHIMIS
 - c) Policy & Procedures
 - d) Emergency Procedures
 - e) In-service which includes Staff Training
- 11.10 Definitions of Inside and Outside Positions by Classification are listed in Appendix "A".
- 11.11 Any Employee who is absent from scheduled duties for three (3) consecutive days, without prior approval, will be deemed to have resigned, unless it can be later shown to the Employer that emergency or special circumstances prevented adequate or timely notification.
- 11.12 Employees shall report for their regular hours of work at the place directed by the person in charge and shall go to and from such place on their own time. Where an Employee is required to report to a new place during his regular hours of work, he shall do so without loss of pay.
- 11.13 Work hours exclude a meal period of one (1) hour, to be at approximately mid-part of a shift, during each working day in which the Employee works in excess of five (5) hours.
- 11.14 The Employer will post the shift schedule at least two (2) weeks in advance except where emergency or special circumstances prevent such posting.
- 11.15 a) Employees are not permitted to exchange shifts among themselves, unless:

- (i) the exchange is agreed in writing between the affected Employees; and
 - (ii) prior written approval of such exchange has been granted by the Employer.
 - b) Such exchange shall be recorded on the shift schedule.
 - c) Such exchange shall not be deemed to be a violation of the provisions of this Collective Agreement and the provisions of Article 11.04 shall be deemed waived.
 - d) Exchanges shall not be subject to any overtime premium pay.
- 11.16 All Employees are expected to report for duty promptly, such that they are fully prepared to begin work at the designated shift start time.
- 11.17 Employees are not permitted to leave the premises or jobsite during their paid rest breaks, without approval of the Director or supervisor.
- 11.18 Unscheduled occasional flex time is permitted with the approval of the director and such agreements shall be in writing.

ARTICLE 12 - ANNUAL VACATION

12.01 Length of Vacation

An Employee shall receive an annual vacation with pay in accordance with his years of employment on his anniversary date as follows:

- after up to six (6) years of continuous service – three (3) weeks;
- after six (6) years of continuous service – four (4) weeks;
- after thirteen (13) years of continuous service – five (5) weeks;
- after twenty (20) years of continuous service – six (6) weeks.

12.02 If a recognized Statutory Holiday falls or is observed during an Employee's vacation period he shall be allowed an additional vacation day with pay on some other day as mutually agreed to between the Employee and his supervisor.

12.03 Vacation pay for each week of vacation shall be at the Employee's regular rate of pay prior to the vacation period.

- 12.04 Each Employee shall submit on a form provided by the Employer, his request for vacation to his Director by April 1st of each year and the Director staff will post the vacation schedule by May 1st of each year. Conflicts in vacation scheduling shall be settled on the basis of seniority provided the Employee has submitted his vacation request prior to April 1st.
- 12.05 Temporary Employees and Casual Employees shall earn annual vacation with pay based on years of Continuous Service, as follows:
- after one (1) year of continuous service – 4% of regular earnings;
 - after two (2) years of continuous service – 6% of regular earnings;
 - after six (6) years of continuous service – 8% of regular earnings;
 - after thirteen (13) years of continuous service – 10% of regular earnings;
 - after twenty (20) years of continuous service – 12% of regular earnings.
- 12.06 It is understood that for the purpose of Article 12.01 regular earnings for Permanent Part-time Employees shall include the regular scheduled shifts of the Employee while they are taking vacation time in accordance with Article 12.01.
- 12.07 Vacation pay will be paid to Temporary Employees and Casual Employees as it is earned.
- 12.08 Vacation with pay shall not accrue during periods while an Employee is:
- (a) on lay-off;
 - (b) on unpaid absence while in receipt of weekly indemnity as provided for by the Long-Term Disability Income Insurance Plan;
 - (c) on leave of absence;
 - (d) on Maternity Leave, Parental Leave or Adoption Leave; or
 - (e) in receipt of compensation from the Workers' Compensation Board.
- 12.09 Upon termination, Employees shall receive vacation pay based upon the vacation entitlement earned up to the date of termination.
- 12.10 An Employee shall be entitled to receive his approved vacation entitlement as per Article 12.04, up to three (3) weeks, in an unbroken period. Any vacation in excess of

three (3) weeks must have Employer approval to receive the vacation in an unbroken period.

- 12.11 Employees will be permitted to carry one (1) week of vacation entitlement into the year following the year when it is to be taken, with approval by the Director. Where an Employee has failed to take his vacation entitlement, the Employer reserves the right to schedule the vacation for the Employee.
- 12.12 Notwithstanding Article 12.08, the time period that an Employee received Workers' Compensation Board benefits will not reduce the Employee's years of service for the purposes of Article 12.01.

ARTICLE 13 - NAMED HOLIDAYS

13.01 The Employer recognizes the following as paid holidays:

- | | |
|--------------------|---|
| 1. New Year's Day | 8. Labour Day |
| 2. Family Day | 9. Thanksgiving Day |
| 3. Good Friday | 10. Christmas Day |
| 4. Remembrance Day | 11. Boxing Day |
| 5. Victoria Day | 12. The one (1) working day prior to
Christmas |
| 6. Canada Day | 13. Easter Monday |
| 7. August Civic | |

and any other day proclaimed as a Holiday by the Federal, Provincial or Municipal Government.

- 13.02 a) An Employee must have worked at least thirty (30) working days during the twelve-month period prior to a Named Holiday in order to qualify for such a holiday with pay.
- b) An Employee must have worked his scheduled shift immediately preceding and immediately following the Statutory Holiday except where the Employee is absent due to illness or an approved leave of absence.

13.03 Notwithstanding Article 13.02, while:

- (a) on lay-off; or
- (b) in receipt of compensation from the Workers' Compensation Board; or
- (c) on an unpaid absence during which he is in receipt of weekly Indemnity as provided for by the Long-Term Disability Income Insurance Plan; or
- (d) on other leaves of absence in excess of thirty (30) calendar days

an Employee absent from work in accordance with Articles 13.03 (a) – (d) shall not be entitled to:

- (i) a day off with pay, or
- (ii) payment in lieu thereof,

for the aforementioned Statutory Holidays.

- 13.04 All Permanent and Temporary Employees shall receive the recognized Statutory Holidays for which they are eligible with pay, or other days with pay in lieu of such Statutory Holidays, providing that they are available for work in accordance with their regular hours of work preceding, during and following the designated day for observance of the holiday.
- 13.05 Where the Employer recognizes a day off in lieu of the actual Statutory Holiday for the Employees, the Employer shall pay the Employee a regular day's pay at his basic rate of pay with the Employee receiving a day off with pay within ninety (90) days to be taken at a time mutually agreed upon between the Employer and the Employee.
- 13.06 If the Statutory Holiday occurs on a day that is not the Employee's regularly scheduled day of work and the Employee is required to work, he shall be paid one and one-half (1½) times his basic rate of pay for each hour worked.
- 13.07 a) If the Statutory Holiday occurs on an Employee's regularly scheduled day of work, and the Employee is required to work, he shall receive one and one-half times (1 ½ x) his basic rate of pay for all hours worked;
- b) Permanent Full-Time Employees shall receive a day off with pay within 90 days to be taken at a time mutually agreed between the Employer and the Employee, paid at his basic rate of pay for full-time hours as per Article 5;
- c) For Permanent Part-Time Employees, a day off with pay to be taken within ninety (90) days at a time mutually agreed upon between the Employer and the Employee, equal to his regular wages earned during the nine (9) weeks preceding the week in which the Statutory Holiday occurs, divided by the number of days worked in that period.
- 13.08 Temporary and Casual Employees shall be paid one and one-half (1½ X) times their basic rate of pay for all hours worked on a Statutory Holiday.
- 13.09 If a Statutory Holiday falls during a Permanent Full-Time or Part-Time Employee's vacation, he shall receive an additional day with pay determined in accordance with Article 9.04.

ARTICLE 14 - SICK LEAVE, SHORT TERM DISABILITY AND LONG TERM DISABILITY

14.01 The accrual and use of sick leave credits will be administered in accordance with the following:

- (a) Permanent Full-time Employees shall accumulate sick leave at the rate of one and one-half (1½) days per month of full-time employment, to a maximum credit of sixty (60) days.
- (b) Permanent Part-time Employees shall accumulate sick leave based on a pro rata basis of hours worked as compared to Permanent Full-time Employees.
- (c) Sick leave credits will be accumulated in accordance with Article 14 up to a maximum credit of sixty (60) days provided, however, that an Employee shall not be entitled to use sick leave credits prior to completion of their probationary period as per Article 7.
- (d) Sick leave credits shall not accrue during a period of absence in excess of one (1) month in the case of:
 - (i) illness;
 - (ii) injury;
 - (iii) lay-off;
 - (iv) leave of absence; or
 - (v) periods while in receipt of compensation from the Workers' Compensation Board.
- (e) When an Employee has accrued the maximum sick leave credits of sixty (60) days, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time, the Employee shall commence accumulating sick leave credits up to the maximum once more.
- (f) On the date of ratification, Employees who have accumulated more sick leave credits than listed above in 14.02 shall maintain those credits until they are utilized below the sixty (60) days.

14.02 An Employee may use their sick leave credits in order to attend doctor, dentist, or eye examination appointments and deductions from the sick leave credits shall be based on the accrued time away from work. The Employee's immediate supervisor and/or director must grant prior approval.

- 14.03 Leave without pay may be granted when all accumulated sick leave is exhausted.
- 14.04 Proof of Illness
- a) An Employee may be required to produce a certificate from a medical practitioner, on a form provided by the Employer, for any illness or injury, certifying that the Employee was unable to carry out his duties due to such illness or injury.
 - b) All Employees shall, prior to or within sixty (60) minutes of the commencement of their scheduled shift, notify their supervisor that they will be unable to report for work due to sickness.
 - c) Employees, when requested, will submit medical proof of illness for any claim for sick leave in excess of three (3) days.
- 14.05 A deduction shall be made from accumulated sick leave of all normal working days absent for sickness, exclusive of named holidays and vacation days. Deduction shall be made on the basis of all time absent from work.
- 14.06 While on Sick Leave or Short Term Disability, benefits will be provided until the Employee is entitled to Long Term Disability. It is understood that Employees, while on Short Term Disability, shall reimburse the Employer for their share of the benefits as outlined in Article 18.
- 14.07 While on Long Term Disability, the Employee shall have the option of continuing their Health Benefit and Pension benefit coverage provided the Employee pays the Employer and Employee share of the benefit premiums and these payments must be made in advance for each thirty (30) day (or portion thereof) period off work.
- 14.08 Permanent Employees shall have up to two (2) days per calendar year from their sick leave to care for an immediate family member.
- Permanent Part-Time Employees shall have up to two (2) days pro-rated based on their full-time equivalency.
- 14.09 When Employees are aware that they will be absent from work for more than three (3) days, they shall advise the Employer in writing.
- 14.10 Sick leave will not be paid in respect of any illness or injury which is incurred during the period of a scheduled vacation once the vacation leave has commenced except in circumstances involving hospitalization of greater than eighteen (18) hours or the occurrence of acute injury. In the event that illness or injury prevents the Employee from resuming his duties at the conclusion of the vacation period, and

the Employee has substantiated his claim for sick leave, income continuance thereafter will be in accordance with Article 18

- 14.11 An Employee automatically reverts to Short Term Disability benefits as determined by the carrier's policy and will not be entitled to use nor accumulate sick leave credits while entitled to Short Term Disability benefits.
- 14.12 Upon termination or resignation, all sick leave credits will be cancelled and no payment for such credits made to the Employee by the Employer.
- 14.13 An Employee who is on sick leave is not permitted to be gainfully employed during the period, or to use the approved time off for personal financial gain of any sort.
- 14.14 The Employer may require that an Employee be examined by an independent medical practitioner where:
 - There is prolonged frequent absence from work due to illness;
 - There is apparent misuse of sick leave; or
 - There is concern about the Employee's ability to satisfactorily perform the required duties, due to disability or illness.

The Employer will pay for this exam(s).

ARTICLE 15 – WORKERS' COMPENSATION BENEFITS

- 15.01 When an Employee is unable to work as a result of a compensable illness or accident that occurs in the course of their work, they shall be covered under the Workers' Compensation Act.
- 15.02 Should an Employee not receive direct payment in time for a payday, the Employer will pay the Employee a substitute cheque.
- 15.03 The Employer will continue to pay the Employer's share of all applicable benefits (Pension, Group Life Insurance and Medical and Dental). While on Workers' Compensation the Employee must make arrangements to pay their share of all benefits.
- 15.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of this Collective Agreement.

- 15.05 At the expiration of twenty-four (24) continuous months from the first day of absence as a result of a disability, where an Employee is not capable of resuming work, the employment relationship shall be terminated.

ARTICLE 16 – MATERNITY, PARENTAL and ADOPTION LEAVE

- 16.01 Maternity, parental and adoption leave benefits shall be granted in accordance with the *Employment Standards Code* of Alberta as amended from time to time.
- 16.02 While an Employee is on maternity, parental or adoptive leave, no vacation time will accrue, nor will the Employee be eligible for statutory holiday pay or credit.
- 16.03 An Employee must give their Director at least four (4) weeks written notice of the date on which she wishes to resume employment, or resign.
- 16.04 The Employee will be responsible for all benefits including the Employer's share while on leave.
- 16.05 An Employee who wishes to return to work sooner than six (6) weeks following the actual delivery or pregnancy termination date may be permitted to do so by her Director after providing a written signed medical certificate from her physician, indicating that she is capable of performing the work and that resumption of work will not jeopardize her health.
- 16.06 If an Employee on maternity leave is unable to resume employment at the expiration of the approved period because of a medical condition of the Employee or the child arising after the delivery date, the manager may grant the Employee a further period of maternity leave, such period not to exceed three (3) weeks in duration. Under these circumstances, the Employee must provide her Director with a written signed medical certificate from her physician indicating her inability to resume employment.
- 16.07 If upon expiration of the extended maternity leave an Employee is still unable to resume employment on the next scheduled shift following expiration of the leave, the Employee will be deemed to have abandoned her position.
- 16.08 If an Employee resumes employment following maternity, parental or adoptive leave, her employment anniversary date remains unchanged.
- 16.09 Upon the Employee's resumption of employment, her Director will reinstate the Employee in the position occupied at leave commencement, or engage the Employee in alternate work of a comparable nature, with no less than the same salary, entitlements and other benefits as were accrued to the Employee when maternity leave commenced.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 Union Leave

When it is necessary for an Employee to make application for leave of absence to perform duties of any office in his local Union or of the parent Union, such request shall have priority over all other applications. A maximum of ten (10) working days per year will be allowed under this Article. The applications must be made in writing to the Employer's Chief Administrative Officer. During the absence of any Employee on special work of this nature, such Employee shall retain seniority rights. Such time shall be with pay and the Union will be billed for those days.

- 17.02 The Employer agrees that where permission has been granted by the Employer to representative(s) of the Union to leave their employment temporarily in order to carry out business in respect to a grievance, they shall suffer no loss of pay for this time so spent. The Employer shall allow a grievor, and those persons necessary as witnesses, to attend a grievance hearing without loss of regular pay.

The Employer shall allow a maximum of three (3) Employees leave with pay for purposes of attending collective bargaining negotiations when such negotiations are held during regular working hours. Such time shall be with pay and the Union will be billed for those hours incurred by the Union bargaining committee.

17.03 Bereavement Leave

Leave of absence to an Employee in order to carry out responsibilities incurred by the demise of a relative shall be permitted with pay up to but not exceeding three (3) working days. Bereavement leave shall be extended to five (5) working days if travel is necessary in excess of 300 km (one way) with prior approval by their supervisor. For this purpose, a relation shall be defined as the Employee's mother, father, brother, sister, wife, husband, common-law spouse (including same gender partner), child or foster child, guardian, mother-in-law or father-in-law, stepchildren, stepparents, grandparents and the Employee's spouse's grandparents.

- 17.04 Where a permanent Employee qualifies for bereavement leave during his period of vacation or holidays, there shall be no deduction from vacation or holiday credits for such absence. The period of vacation so displaced shall either be added to the vacation or holiday period or reinstated for use at a later date, at the mutual agreement of the Employee and the department head.

17.05 Personal Leave

Any permanent Employee may be allowed one (1) day of personal leave of absence per year with pay. Any granting of a request for a leave of absence will be at the discretion of the Employer and this leave shall not be unreasonably denied.

17.06 Professional Leave

Professional development leave will be as per the Town of Blackfalds Policy.

17.07 Jury Duty

The Employer will grant a leave of absence without pay to an Employee:

- (a) who is called for Jury Duty for the purpose of serving on a Jury; and
- (b) who is required to appear at Court proceedings when subpoenaed.

A permanent Employee who is summoned for jury duty, subpoenaed as a witness, or subpoenaed as a defendant shall not suffer any loss of salary whilst so serving provided that all fees payable to them as a result are paid to the Employer. This Article shall only be in effect for the first thirty (30) days of any proceedings.

17.08 General Leave

A general leave of absence may be approved by the Employer for an Employee to be absent from work without pay for a definite period of time.

17.09 All requests for a general leave shall be made in writing to the Employer at least thirty (30) working days in advance of the leave commencing, except in situations of an unforeseen or emergency nature, in which case the Employee's request shall be made as soon as they become aware of the situation which prompted the request for the leave.

17.10 When an Employee is granted a general leave of absence without pay in excess of one (1) month, the Employee shall have the option of continuing their Health Benefit coverage provided the Employee pays the Employer and Employee share of the benefit premiums and these payments must be made in advance for each thirty (30) day (or portion thereof) period off on leave of absence.

ARTICLE 18 - EMPLOYEE BENEFITS

18.01 Permanent Full-Time Employees shall be eligible to participate in the Benefits Program after three (3) months.

18.02 All Permanent Part-Time Employees working more than twenty-one (21) hours per week may participate in the Benefits Program on a pro-rated basis after three (3) months based on their full-time equivalency.

- 18.03 Group Life Insurance and Short & Long Term Disability benefits are mandatory after the completion of the Probationary Period.
- 18.04 In addition to the Canada Pension Plan, every Permanent Employee shall join the Local Authorities Pension Plan and Employees and the Employer shall make contributions to such plan in accordance with the provisions of the plan.
- 18.05 Notwithstanding Article 18.04, Employees will not be eligible to participate in the Local Authorities Pension Plan until they have completed the probation period as outlined in Article 7.01. "Eligible Employee" is defined as a Permanent Full-time or Part-time Employee working regularly scheduled hours of at least thirty (30) or more hours per week.
- 18.06 The Employer shall pay:
- (a) Eighty percent (80%) of the premium cost for Short-Term Disability and Long-Term Disability (Weekly Indemnity) Benefit Plan;
 - (b) Eighty percent (80%) of the premium cost for the Vision Plan;
 - (c) Eighty percent (80%) of the premium cost for the Dental Plan;
 - (d) Eighty percent (80%) of the premium for the Alberta Health Care Plan;
 - (e) Eighty percent (80%) of the premium for all Employees for the Group Life Insurance Plan;
 - (f) Eighty percent (80%) of the premium for the Group Health Plan; and
 - (g) One hundred percent (100%) of the premium cost for the Employee Assistance Program.
- 18.07 The Employees shall pay:
- (a) Twenty percent (20%) of the premium cost for Short-Term Disability and Long-Term Disability (Weekly Indemnity) Benefit Plan;
 - (b) Twenty percent (20%) of the premium cost for the Vision Plan;
 - (c) Twenty percent (20%) of the premium cost for the Dental Plan;
 - (d) Twenty percent (20%) of the premium for the Alberta Health Care Plan;
 - (e) Twenty percent (20%) of the premium for all Employees for the Group Life Insurance Plan; and
 - (f) Twenty percent (20%) of the premium for the Group Health Plan.
- 18.08 The coverage described in Article 18.06 is currently provided through the Alberta Blue Cross. The Employer reserves the right to change plans and insurers provided the level of coverage does not fall below current levels.

- 18.09 The decision to extend coverage for any particular claim rests exclusively with the benefit provider and, where the Employer has complied with all of their requirements regarding a claim, such decision will not be the subject of the Grievance or Arbitration process.
- 18.10 If the Employer receives an E.I. Premium Reduction, this reduction and/or rebate shall be applied to the Employer benefit plan.
- 18.11 Permanent Employees shall participate in the Employer's Health Spending Account in accordance with the terms of the carrier's policy to a maximum benefit of:
- a) Effective January 1, 2017 an amount of \$425.00 per year;
 - b) Effective January 1, 2018 Abbey Centre passes will be available as one (1) single membership for Permanent Employees and will be pro-rated based on the Employee full-time equivalent (FTE).

ARTICLE 19 - WORKING CONDITIONS

19.01 Safety

- (1) The safety and health of all Employees is a prime consideration in the operation of the Town of Blackfalds. It is the intention of the Employer, through the full participation and support of the Union and Management, to establish and maintain effective programs to prevent and reduce Employee injury in the Employer Service.
 - (2) The parties agree that safety regulations such as through the Occupational Health & Safety program are necessary and conformance with such regulations shall be a condition of employment.
- 19.02 The Employer will provide other safety equipment as may be required, including approved eye protection, safety goggles, hearing protection, gloves, hard hats, safety vests and coveralls as required, to Employees where determined by the Employer.
- 19.03 The Employer will make contribution toward the purchase of protective footwear to a maximum of \$200.00 per calendar year upon submission of proof of purchase for all Employees.
- 19.04 The Employer will continue to supply current uniform allowances, specialty equipment and other requirements for specific work groups.

ARTICLE 20 – REMUNERATION

20.01 Classification of Wages – Schedule A

As set out in Schedule “A”

20.02 Overtime

- (1) a) Where an Employee’s normal hours are eight (8) hours per day or forty (40) hours per week all time worked over this period shall be considered overtime.
b) Where an Employee’s normal hours are seven (7) hours per day or thirty-five (35) hours per week all time worked over this period shall be considered overtime.
 - (2) All overtime shall be paid at the rate of one and one half (1 1/2 x) times for all hours worked prior to and after normal shifts.
 - (3) Any overtime worked on a Statutory Holiday shall be paid at the rate of one and one half (1 1/2 x) times for all hours worked plus straight time for the Statutory Holiday.
 - (4) In the event of a Permanent Full-time Employee being called upon to work on his days off, he shall be paid one and one half (1 1/2 x) times for all hours so worked. All other Employees shall be entitled to overtime if they exceed the daily hours of work as per Article 11.
 - (5) No overtime will be paid unless pre-approval was received from the Employee's supervisor and/or Director.
 - (6) No Employee shall be required to take time off in lieu of overtime except where management and the Employee have reached mutual agreement on the taking of lieu time off. Time off in lieu shall be at the appropriate overtime rate. A leave request form shall be submitted to the appropriate Director for approval.
 - (7) After eight (8) regular hours of work and four (4) hours of overtime, Employees shall be entitled to a one-half (1/2) hour paid break, such paid break to be taken during the 5th hour of overtime.
- 20.03 No Employee shall be required to take time off in lieu of being paid overtime. However, an Employee may bank time off in lieu of being paid overtime, at the applicable overtime rates subject to the following:

- a) The maximum amount of overtime banked in any year January 1 to December 31 shall be fifty-three (53) overtime hours for outside workers and forty-six (46) overtime hours for inside workers; and
- b) An Employee may use banked hours during the year to a maximum of two weeks and has the ability to accumulate more banked overtime hours to the maximum listed in a); and
- c) The time shall be taken at a later date mutually agreeable to the Employer and the Employee; and
- d) Any time banked and not used prior to the last pay period in December will be paid out on the first pay period of the New Year; and
- e) An Employee may request banked overtime to be paid out at any time during the year by giving the Employer one (1) pay period notice prior to the date of the pay out.

20.04 Call-out

- a) Call-out occurs when an Employee is called back to the worksite and is required to work after the completion of his regular shift on that day for each call.
- b) In the event that an Employee is called out for work outside of regular hours of work, the Employee shall receive a minimum of two (2) hours pay at the overtime rate or actual time worked, whichever is greater, starting from the time that the Employee arrives at the designated reporting location. Any other call-outs in the same day will be entitled to a minimum of one hour pay or actual time worked, whichever is greater, at the overtime rate for each subsequent call-out.
- c) The Employee is responsible to notify his supervisor in the event he is unable to respond to the posted standby/call-out schedule.

20.05 Standby-By Duty

- a) Any Employee who is required by management for Stand-By Duty shall be paid \$210.00 per week.
- b) If the Employee, while on Standby, is called out for work, the Employee shall receive a minimum of two (2) hours pay at the overtime rate or actual time worked, whichever is greater, starting from the time that the Employee arrives at the designated reporting location. Any other calls-outs in the same

day will be entitled to a minimum of one (1) hour pay or actual time worked, whichever is greater, at the overtime rate for each subsequent call out.

- c) As a result of an Employee being required to perform facility and equipment checks while on Stand-By Duty he shall be paid at the overtime rate for all hours worked.
- d) The standby day is considered to be from Midnight to 11:59 p.m.
- e) Employees responsible for Stand-By/Call Out shall respond to a telephone emergency within fifteen (15) minutes. Response times may vary due to unforeseen circumstances.
- f) Employees responsible for Stand-By/Call Out shall remain within a forty (40) km radius of the Town.
- g) Employees that are on Stand-By and are required to do daily (rounds) maintenance checks shall receive a minimum of one (1) hour of pay at the overtime rate or the actual time worked.

20.06 Shift Differential

When an Employee is required to work a regularly scheduled shift, which includes hours between the hours of 1700 and 0700, the Employee shall be paid a shift differential of one dollar and ten cents (\$1.10) per hour for all hours worked.

20.07 There shall be no pyramiding of premiums as defined in Article 6.11

20.08 Temporary Assignment

- (a) **Senior Work**
Provided he is qualified and able to fill the position, an Employee temporarily assigned to a senior position shall immediately receive a higher rate of pay.
- (b) **On-The-Job Training**
Where the Employer has designated an Employee to work in a training position in another classification, such Employee shall receive the regular wages of his previous position while he is being trained. When an Employee assumes all of the duties of the higher rated position, and upon the recommendation of his supervisor, he shall receive the hourly rate of pay for the classification in which he is working.

20.09 As set out in Schedule "A"

All Employees shall have their pay directly deposited to an account of the Employee's choice in a bank or other financial institution every second Friday. An Employee's pay will be deposited no later than 1201 on the Friday.

ARTICLE 21 - WARNING NOTICES AND DISCIPLINE

- 21.01 All discipline shall be issued in a timely manner. Depending on the nature and circumstances of an incident, discipline will normally be progressive and bear a reasonable relationship to the violation.
- 21.02 When an Employee is to be disciplined or dismissed by the Employer, or attend any investigation which may lead to discipline or dismissal, the Employee shall be advised that they have the right to have a Union Officer present.
- 21.03 The progression of discipline usually follows the four steps provided below. There may however be a need to modify or even bypass one or more steps depending on the gravity of the violation:
- a. Verbal Reprimand (counselling or coaching)
 - b. Written Reprimand
 - c. Suspension
 - d. Dismissal
- 21.04 An Employee shall be given written particulars of a written warning, suspension or discharge. No letter of discipline may be placed on an Employee's personnel file without the Employee's knowledge. Copies of all warning notices or notices of discharge, suspension or other discipline shall be provided to the Union within five (5) working days of the notice, indicating the nature of the cause for the disciplinary action.
- 21.05 Upon expiration of twenty-four (24) months from the date of a letter of discipline, the letter shall be removed from the Employee's personnel file.
- 21.06 No Employee shall be disciplined or dismissed without just cause. Certain infractions and serious incidents may warrant for going progressive discipline. In such cases, the Employee could face immediate suspension or termination with no preliminary warnings being issued. Where an Employee has been dismissed, the first step of the grievance procedure shall be omitted and the grievance shall commence at Step 2.
- 21.07 With forty-eight (48) hours written notice, an Employee has the right to view his personnel file in the presence of the Employer.

ARTICLE 22 - GRIEVANCE PROCEDURE

- 22.01 A grievance is defined as any difference arising out of the interpretation, administration, application or alleged violation of this Agreement.
- 22.02 The time limits specified in this grievance procedure shall not include Saturdays, Sundays and Named Holidays. Time is of the essence, although the time limits may be extended by the consent of both parties in writing.

22.03 Authorized Representatives

The grievor shall be present at each step of the grievance procedure, and shall have the assistance of a Union representative at any time during the grievance and arbitration procedure.

22.04 Mandatory Conditions

- (a) Should the Employee or the Union fail to comply with any of the time limits specified in the grievance procedure, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
 - (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed in writing to extend the time limits.
 - (c) During any and all grievance proceedings, the Employee shall continue to perform duties, except in cases of suspension or dismissal.
 - (d) A suspension or dismissal grievance shall commence at Step 2.
- 22.05 The grievance shall be in writing, and must include a statement of the following:
- (1) The name(s) of the aggrieved;
 - (2) The nature of the grievance and the circumstances out of which it arose; and
 - (3) The remedy or correction the Employer is requested to make.
- 22.06 An earnest effort shall be made to settle grievances fairly and promptly in the manner described.

Step 1

An Employee who has a grievance shall, within ten (10) working days of the date of the occurrence which lead to the grievance, discuss the matter with the appropriate Director and attempt to resolve the grievance at this stage. The Director shall advise the Employee of their decision within ten (10) working days of the Employee first making them aware of the matter. In the event that it is not resolved to the satisfaction of the Employee, it may be advanced in accordance with the following steps.

Step 2

If the decision of the Director does not settle the grievance, the Union and Employee must, within ten (10) working days from the day that the decision was received by the Union, appeal the decision in writing to the CAO and such appeal shall specify the full particulars of the grievance and the remedy requested. The CAO shall hold a hearing within ten (10) working days of the day that the CAO received the grievance and a written decision on the grievance, together with the reasons shall be given to the Union within ten (10) working days of the hearing.

Step 3

If the decision of the CAO does not settle the grievance, the Union must, within ten (10) working days from the day that the decision was received by the Union, appeal the decision in writing to the Town Council, and such appeal shall specify the full particulars of the grievance and the remedy requested. The Town Council shall hold a hearing within ten (10) working days of the day that the Town Council received the grievance and a written decision on the grievance, together with the reasons shall be given to the Union within ten (10) working days of the hearing.

Step 4

Failing settlement at Step 3, the grievance may be processed to Arbitration as described.

- 22.07 The Union shall have the right to originate policy grievances which are not of an individual or group nature, but which are applicable to all Employees covered by the scope of this Agreement. A Union policy grievance or a discharge grievance shall comply with all the provisions of the grievance procedure, except that these types of grievances shall be initiated in writing at Step 2.

ARTICLE 23 – ARBITRATION

- 23.01 Either party wishing to submit a grievance to arbitration shall, within ten (10) days of the receipt of the Town Council decision of the grievance procedure, notify the other

party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of a single Arbitrator.

- 23.02 Within ten (10) days of receipt of notification provided for as above, the party receiving such notice shall:
- (i) inform the other party of the name of its appointee to the Arbitration Board; or
 - (ii) arrange to meet with the other party in an effort to select a single Arbitrator. Where agreement cannot be reached on the principal, and/or selection of a single Arbitrator, an Arbitration Board shall be established.
- 23.03 Where appointees to the Board have been named by the parties, they shall within ten (10) days endeavour to select a mutually acceptable Chairman of the Arbitration Board. If they are unable to agree upon the choice of a Chairman, application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the *Labour Relations Code*.
- 23.04 The Arbitration Board shall hear and determine the difference and shall issue an award, in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority the decision of the Chairperson shall be the decision of the Board.
- 23.05 The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.
- 23.06 Each of the parties to this Collective Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the two (2) parties to the dispute.

ARTICLE 24 – CLASSIFICATION

- 24.01 Where the Employer creates a new classification which is not included in this Agreement, or where the duties of an existing classification are substantially altered so as to change the nature of the work being performed, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the classification in question, the dispute shall be submitted to the Grievance and Arbitration Procedure at Step 2 of the grievance procedure. The final rate of pay as agreed upon or as determined by an Arbitration Board shall be retroactive to the date of appointment to the new classification.
- 24.02 A copy of the current job description for each classification in the bargaining unit shall be supplied to the Union and a copy of the applicable job description to all

existing Employees within thirty (30) days of the signing of this Agreement. All new Employees shall be provided a copy of the applicable job descriptions when they are hired.

ARTICLE 25 - TERM OF AGREEMENT

- 25.01 Except where otherwise stated in this Collective Agreement, all articles of this Collective Agreement are retroactive to January 1, 2017. This Collective Agreement shall be in full force and effect from and after the date upon which the Employer and the Union exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including December 31, 2018, and from year to year thereafter unless notice of the desire to amend the Collective Agreement is given in writing by either party to the other party not less than sixty (60) days, nor more than one hundred twenty (120) days prior to December 31, 2018.
- 25.02 Where notice to amend this Collective Agreement is given, this Collective Agreement shall remain in full force and effect until a new Collective Agreement has been executed, the right of the bargaining agent to represent the Employees is terminated, or a strike or lockout commences under the provisions of the Alberta Labour Relations Code.
- 25.03 There should be no strike or lockout during the term of this Collective Agreement.
- 25.04 If neither party submits notice as per clause 25.02, this Agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given within the aforementioned thirty (30) to one hundred and twenty (120) days in a subsequent year.

ARTICLE 26 - GENDER NEUTRAL LANGUAGE

- 26.01 Where the singular or masculine is used in this Agreement, these shall be construed as plural or feminine as the context requires.

ARTICLE 27 – NOTICE TO UNION

- 27.01 The Unit Chairperson of the Union and the CUPE National Representative shall be notified (in writing) of all hiring, lay-offs, transfers, recalls and terminations of employment with ten (10) working days of their occurrences, with the exception of casual Employees.

ARTICLE 28 – NO DISCRIMINATION OR HARASSMENT

- 28.01 The Employer and the Union shall not discriminate against any Employee on the basis of race, religious beliefs, gender, sexual orientation, color, mental disability, physical disability, marital status, age, ancestry or place of origin of that person. The Employer shall not discriminate against any of its employees on account of political beliefs nor by reason of their membership or activity in the Union.
- 28.02 The Employer shall provide a workplace free of harassment, including personal, sexual or workplace, coming from unwelcome physical, verbal or non-verbal conduct that demeans, belittles or causes personal humiliation or embarrassment.

ARTICLE 29 – HEALTH AND SAFETY COMMITTEE

Safety Regulations and Safety Committee

- 29.01 Within thirty (30) days of the signing of the Collective Agreement, the Employer and the Union will establish a Joint Health and Safety Committee which is composed with four (4) representatives of the Union and up to five (5) representatives of the Employer.
- 29.02 The Joint Health and Safety Committee shall hold meetings on a minimum of a quarterly basis.
- 29.03 The mandate of the Committee shall be to jointly consider, monitor, inspect, investigate and review matters brought to the Committee with a view to improving health and safety conditions and practises in the workplace.
- 29.04 Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union and posted on the Employer's bulletin boards.

SIGNED ON BEHALF OF THE:

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 417**

Beung
Phillip Howe

TOWN OF BLACKFALDS

[Signature]
[Signature]
[Signature]
[Signature]

Appendix "A"

Location	POSITIONS Inside	Hours/ week	January 1, 2017 - 0.7%				
			1	2	3	4	5
RC	RCMP Clerk	37.5	\$24.56	\$25.14	\$25.75	\$26.37	\$27.90
Abbey	Aquatics & Fitness Coordinator	40	\$32.57	\$33.34	\$34.15	\$34.96	\$37.01
Abbey	Aquatics Shift Supervisor	40	\$19.17	\$20.08	\$20.99	\$21.89	\$22.81
Abbey	Day Camp Leader	40	\$14.66	\$15.08	\$15.51	\$15.95	\$17.09
Abbey	Children Services Attendants I	40	\$17.11	\$17.60	\$18.10	\$18.61	\$19.95
Abbey	Children Services Attendants II	40	\$19.88	\$20.36	\$20.84	\$21.35	\$22.60
Abbey	Children Services Programmer	40	\$26.79	\$27.42	\$28.09	\$28.76	\$30.44
Abbey	Concession Shift Supervisor	40	\$19.38	\$19.94	\$20.50	\$21.09	\$22.60
Abbey	Head Concession Operator	40	\$19.38	\$19.94	\$20.50	\$21.09	\$22.60
Abbey	Concession Crew Member	40	\$13.04	\$13.40	\$13.79	\$14.17	\$15.20
Abbey	Facility Monitor	40	\$13.04	\$13.40	\$13.79	\$14.18	\$15.20
FCSS	FCSS Assistant	35	\$21.16	\$21.95	\$22.79	\$23.64	\$26.09
FCSS	FCSS Programmers	35	\$27.08	\$27.72	\$28.39	\$29.07	\$30.76
Abbey	Fitness Programmer	40	\$27.63	\$28.30	\$28.98	\$29.68	\$31.41
Abbey	Guest Services Representatives	40	\$23.03	\$23.69	\$24.36	\$25.05	\$26.85
Abbey	Guest Services Coordinator	40	\$32.57	\$33.34	\$34.15	\$34.96	\$37.01
Abbey	Aquatics Programmer	40	\$25.60	\$26.21	\$26.85	\$27.49	\$29.09
Abbey	Life Guards / Instructor	40	\$16.74	\$17.24	\$17.76	\$18.31	\$19.73
Abbey	Life Guard or Instructor	40	\$15.50	\$16.18	\$16.88	\$17.57	\$18.27
Abbey	Recreation Admin Assistant	35	\$27.20	\$27.85	\$28.52	\$29.20	\$30.90
Abbey	Marketing Coordinator	40	\$32.57	\$33.34	\$34.15	\$34.96	\$37.01
Abbey	Recreation & Culture Programmer	40	\$27.63	\$28.30	\$28.98	\$29.68	\$31.41
IT	IT Technician	35	\$30.67	\$31.41	\$32.16	\$32.93	\$34.84
Finance	Municipal Clerk I	35	\$21.77	\$22.60	\$23.45	\$24.34	\$26.85
Finance	Municipal Clerk II	35	\$26.66	\$27.29	\$27.94	\$28.61	\$30.27
Finance	Municipal Clerk III	35	\$30.23	\$30.96	\$31.70	\$32.47	\$34.36
ID	Development & Planning Clerk	35	\$26.71	\$27.35	\$28.00	\$28.68	\$30.35
ID	Development Officer I	35	\$34.08	\$35.17	\$36.31	\$37.49	\$40.65
ID	Development Officer II	35	\$40.44	\$41.41	\$42.40	\$43.42	\$45.95

Location	POSITIONS Outside	Hours/ week	January 1, 2017 - .7%				
			1	2	3	4	5
RC	Peace Officer I	40	\$36.39	\$37.57	\$38.79	\$40.04	\$43.41
RC	Peace Officer II	40	\$30.49	\$31.48	\$32.50	\$33.55	\$36.37
Parks	Custodial I	40	\$20.07	\$20.55	\$21.05	\$21.55	\$22.81
Parks	Custodial II	40	\$23.19	\$23.75	\$24.31	\$24.89	\$26.33
Parks	Facilities Operator I	40	\$25.60	\$26.21	\$26.85	\$27.49	\$29.09
Parks	Facilities Operator II	40	\$28.49	\$29.17	\$29.88	\$30.59	\$32.39
Parks	Facilities Operator III	40	\$31.24	\$31.98	\$32.75	\$33.53	\$35.50
Parks	Parks Operator I	40	\$23.37	\$23.94	\$24.51	\$25.09	\$26.54
Parks	Parks Operator II	40	\$25.93	\$26.55	\$27.19	\$27.84	\$29.46
Parks	Parks Operator III	40	\$28.49	\$29.17	\$29.88	\$30.59	\$32.39
Parks	Landscape Horticulturalist	40	\$31.04	\$31.78	\$32.55	\$33.32	\$35.27
Parks	Parks Labourer (Seasonal)	40	\$19.85	\$20.36	\$20.84	\$21.35	\$22.60
PW	Public Works Labourer	40	\$19.85	\$20.36	\$20.84	\$21.35	\$22.60
PW	Public Works Operator I	40	\$26.25	\$26.90	\$27.57	\$28.26	\$29.98
PW	Public Works Operator II	40	\$29.85	\$30.56	\$31.30	\$32.05	\$33.92
PW	Public Works Operator III	40	\$31.77	\$32.54	\$33.31	\$34.11	\$36.10

Location	POSITIONS Inside	Hours/ week	January 1, 2018 - 1%				
			1	2	3	4	5
RC	RCMP Clerk	37.5	\$24.81	\$25.40	\$26.01	\$26.64	\$28.18
Abbey	Aquatics & Fitness Coordinator	40	\$32.89	\$33.68	\$34.49	\$35.31	\$37.38
Abbey	Aquatics Shift Supervisor	40	\$19.37	\$20.28	\$21.20	\$22.11	\$23.04
Abbey	Day Camp Leader	40	\$14.81	\$15.24	\$15.66	\$16.11	\$17.26
Abbey	Children Services Attendants I	40	\$17.28	\$17.78	\$18.28	\$18.80	\$20.15
Abbey	Children Services Attendants II	40	\$20.08	\$20.57	\$21.05	\$21.56	\$22.82
Abbey	Children Services Programmer	40	\$27.05	\$27.69	\$28.37	\$29.05	\$30.75
Abbey	Concession Shift Supervisor	40	\$19.58	\$20.14	\$20.71	\$21.30	\$22.82
Abbey	Head Concession Operator	40	\$19.58	\$20.14	\$20.71	\$21.30	\$22.82
Abbey	Concession Crew Member	40	\$13.17	\$13.54	\$13.92	\$14.31	\$15.35
Abbey	Facility Monitor	40	\$13.17	\$13.54	\$13.92	\$14.32	\$15.35
FCSS	FCSS Assistant	35	\$21.37	\$22.17	\$23.02	\$23.88	\$26.35
FCSS	FCSS Programmers	35	\$27.35	\$28.00	\$28.67	\$29.36	\$31.07
Abbey	Fitness Programmer	40	\$27.91	\$28.58	\$29.27	\$29.97	\$31.72
Abbey	Guest Services Representatives	40	\$23.26	\$23.93	\$24.60	\$25.30	\$27.12
Abbey	Guest Services Coordinator	40	\$32.89	\$33.68	\$34.49	\$35.31	\$37.38
Abbey	Aquatics Programmer	40	\$25.85	\$26.47	\$27.12	\$27.77	\$29.38
Abbey	Life Guards / Instructor	40	\$16.90	\$17.41	\$17.94	\$18.49	\$19.92
Abbey	Life Guard or Instructor	40	\$15.65	\$16.34	\$17.05	\$17.75	\$18.45
Abbey	Recreation Admin Assistant	35	\$27.47	\$28.13	\$28.80	\$29.50	\$31.21
Abbey	Marketing Coordinator	40	\$32.89	\$33.68	\$34.49	\$35.31	\$37.38
Abbey	Recreation & Culture Programmer	40	\$27.91	\$28.58	\$29.27	\$29.97	\$31.72
IT	IT Technician	35	\$30.98	\$31.72	\$32.49	\$33.26	\$35.19
Finance	Municipal Clerk I	35	\$21.99	\$22.82	\$23.69	\$24.58	\$27.12
Finance	Municipal Clerk II	35	\$26.92	\$27.56	\$28.22	\$28.89	\$30.57
Finance	Municipal Clerk III	35	\$30.53	\$31.26	\$32.02	\$32.79	\$34.70
ID	Development & Planning Clerk	35	\$26.97	\$27.62	\$28.28	\$28.97	\$30.65
ID	Development Officer I	35	\$34.42	\$35.53	\$36.68	\$37.87	\$41.06
ID	Development Officer II	35	\$40.85	\$41.82	\$42.83	\$43.86	\$46.41

Location	POSITIONS Outside	Hours/ week	January 1, 2018 - 1%				
			1	2	3	4	5
RC	Peace Officer I	40	\$36.76	\$37.95	\$39.18	\$40.44	\$43.85
RC	Peace Officer II	40	\$30.80	\$31.79	\$32.82	\$33.89	\$36.74
Parks	Custodial I	40	\$20.27	\$20.76	\$21.26	\$21.77	\$23.04
Parks	Custodial II	40	\$23.42	\$23.98	\$24.55	\$25.14	\$26.60
Parks	Facilities Operator I	40	\$25.85	\$26.47	\$27.12	\$27.77	\$29.38
Parks	Facilities Operator II	40	\$28.77	\$29.46	\$30.18	\$30.90	\$32.71
Parks	Facilities Operator III	40	\$31.55	\$32.30	\$33.08	\$33.87	\$35.85
Parks	Parks Operator I	40	\$23.61	\$24.18	\$24.76	\$25.35	\$26.81
Parks	Parks Operator II	40	\$26.19	\$26.82	\$27.46	\$28.12	\$29.76
Parks	Parks Operator III	40	\$28.77	\$29.46	\$30.18	\$30.90	\$32.71
Parks	Landscape Horticulturalist	40	\$31.35	\$32.10	\$32.87	\$33.65	\$35.62
Parks	Parks Labourer (Seasonal)	40	\$20.05	\$20.57	\$21.05	\$21.56	\$22.82
PW	Public Works Labourer	40	\$20.05	\$20.57	\$21.05	\$21.56	\$22.82
PW	Public Works Operator I	40	\$26.52	\$27.17	\$27.85	\$28.54	\$30.28
PW	Public Works Operator II	40	\$30.15	\$30.87	\$31.61	\$32.37	\$34.25
PW	Public Works Operator III	40	\$32.09	\$32.86	\$33.64	\$34.45	\$36.46

Permanent Full-time Employees will move through the grid from one level up to the next on their anniversary date each year. The anniversary date will be extended by the number of days absent if there is a seventeen (17) week period or greater of consecutive absence.

Other Employees shall move through the grid from one step to the next upon completion of full-time equivalent hours in their position.

Employees promoted to new positions shall move to the step level which most closely approximates their current salary. However, the Employee in no case shall receive a reduction in salary and will be placed in the step level which most closely approximates their current step level, and ensures that an increase in pay is received.

LETTER OF UNDERSTANDING

BETWEEN

**THE TOWN OF BLACKFALDS
(the "Employer")**

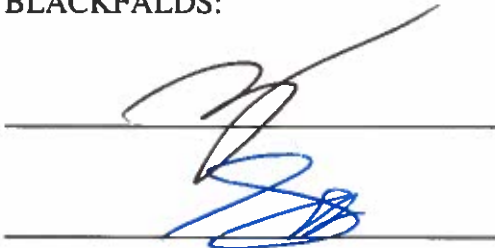
and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 417
(the "Union")**

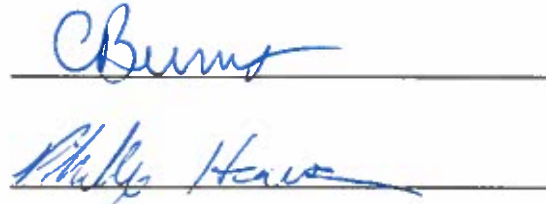
Re: Position Description Updates

The parties agree that the Employer will work toward updating the position descriptions for positions within CUPE Local 417 and make every effort to have this completed by August 21, 2017. In the event that not all position descriptions are completed, a list and copies of the completed position descriptions will be provided with target dates for any outstanding position descriptions.

ON BEHALF OF THE TOWN OF
BLACKFALDS:



ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 417:



LETTER OF UNDERSTANDING

BETWEEN

**THE TOWN OF BLACKFALDS
(the "Employer")**

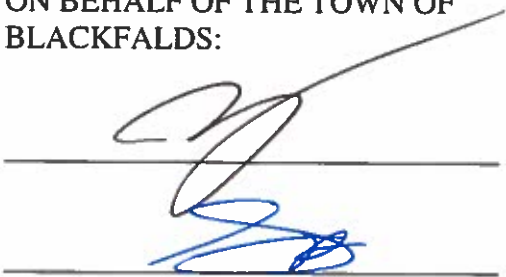
and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 417
(the "Union")**

Re: Article 11.03 Hours of Work

The parties agree that the normal hours of work for Recreational and Parks Employees shall be eight (8) hours per day, forty (40) hours per week, excluding the Community Services Administrative Assistant position.

ON BEHALF OF THE TOWN OF
BLACKFALDS:



ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 417:

