

COLLECTIVE AGREEMENT

BETWEEN



THE TOWN OF NANTON

AND



THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 37

January 1, 2021 through December 31, 2023

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE.....	1
ARTICLE 2 - RECOGNITION.....	1
ARTICLE 3 - DEFINITIONS.....	2
ARTICLE 4 - NO DISCRIMINATION.....	3
ARTICLE 5 - UNION SECURITY.....	4
ARTICLE 6 - CHECK-OFF OF UNION DUES.....	4
ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES.....	5
ARTICLE 8 - RELATIONSHIP.....	5
ARTICLE 9 - UNION COMMITTEES AND STEWARDS.....	6
ARTICLE 10 - GRIEVANCE PROCEDURES.....	7
ARTICLE 11 - ARBITRATION.....	8
ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE.....	9
ARTICLE 13 - SENIORITY.....	11
ARTICLE 14 - PROMOTION AND STAFF CHANGES.....	12
ARTICLE 15 - LAYOFFS AND RECALLS.....	15
ARTICLE 16 - HOURS OF WORK.....	15
ARTICLE 17 - OVERTIME.....	16
ARTICLE 18 - STATUTORY HOLIDAYS.....	17
ARTICLE 19 - VACATIONS.....	18
ARTICLE 20 - LEAVE OF ABSENCE.....	20
ARTICLE 21 - SICK LEAVE.....	22
ARTICLE 22 - STAFF TRAINING AND DEVELOPMENT.....	23
ARTICLE 23 - BENEFITS.....	25
ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES.....	26
ARTICLE 25 - SAFETY AND HEALTH.....	27
ARTICLE 26 - GENERAL.....	28
ARTICLE 27 - NOTICE BOARDS AND MEETINGS.....	28
ARTICLE 28 - NOTICES.....	28
ARTICLE 29 - CONTRACTING OUT.....	29
ARTICLE 30 - LOSS OF LICENSE.....	29
ARTICLE 31 - TERM OF AGREEMENT.....	29
SCHEDULE "A" - WAGES.....	31
SCHEDULE "B" (3 year).....	32
SCHEDULE "C".....	33
LETTER OF UNDERSTANDING.....	34
RE: Educational Incentives.....	34
LETTER OF UNDERSTANDING.....	35
RE: Proposed Assistant Utility Operator Classification and Job Description.....	35

THIS COLLECTIVE AGREEMENT made this ___ day of _____ 2021.

BETWEEN:

THE TOWN OF NANTON
(Hereinafter referred to as the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37
(Hereinafter referred to as the "Union")

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to maintain harmonious and co-operative relationships between the Employer and Employees covered by this Agreement.
- 1.02 To provide an amicable method of settling differences or grievances which may arise between the Employer and the Employees.
- 1.03 To recognize the mutual value of joint discussions and negotiations, in all matters pertaining to wages, working conditions, employment, service and benefits.
- 1.04 Encourage efficiency in operation.
- 1.05 To promote the mutual interest of the Employer and the Employee.
- 1.06 To promote the morale, well-being and security of all Employees in the bargaining unit of the Union.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees Local 37 as the sole and exclusive bargaining agent for all its Employees as per the authority granted by the *Alberta Labour Code* and the decision of the Alberta Labour Relations Board, certificate number 1055-90.

- 2.02 No Employee shall be required to make any written or verbal agreement with the Employer or his/her representatives, which may conflict with the terms of this Collective Agreement.

ARTICLE 3 - DEFINITIONS

3.01 Full-time Employee(s)

The words "Full-time Employee(s)" when used in this Agreement shall mean any Employee who is filling a full-time position and has successfully completed the required probationary period as per Article 13.05.

3.02 Part-Time Employee(s)

The words "Part-Time Employee(s)" when used in this Agreement shall mean any Employee who is filling a part-time position and is regularly scheduled to work less than the regular hours of a full-time position.

3.03 Temporary / Seasonal Employee(s)

The words "Temporary / Seasonal Employee(s)" shall mean any Employee who is hired to perform seasonal work or work of a temporary nature. Temporary / Seasonal Employees shall be entitled to all the provisions of this Collective Agreement except Article 23.

3.04 Casual Employee(s)

The words "Casual Employee(s)" when used in this Agreement shall mean any Employee who is not regularly scheduled. Casual Employees shall be entitled to all the provisions of this Collective Agreement except Article 23.

3.05 Probationary Employee(s)

The words "Probationary Employee(s)" when used in this Agreement shall mean any Employee filling a position coming within the scope of the Agreement and is serving the required probationary period as defined in Article 13.05.

3.06 Relief Assignment

The words "Relief Assignment" when used in this Agreement shall mean a position that has been made temporarily vacant due to illness, accident, leave of absence or vacation, until the regular Employee returns.

3.06.1 A temporarily vacant position of up to thirty (30) calendar days shall be filled by the most senior Employee who wishes to take the position and is qualified to do the work, or the Employer may hire a new Employee when the position is unable to be filled by a current Employee.

3.06.2 Where there is a temporarily vacant position of thirty (30) calendar days or more, the Employer shall post the vacancy in accordance with Article 14.03.

3.07 **Continuous Service**

When used in this Collective Agreement shall mean the length of service without any break of greater than ninety (90) days.

3.08 **On-Call**

When used in this Collective Agreement shall mean an Employee is ready to return to work in the same state of readiness and health as a normal workday, including but not limited to:

- Able to respond to the workplace and be ready to work within 30 minutes;
- Able to respond to the workplace and not be under the influence of alcohol, illicit drugs, or prescription or over the counter drugs that may affect the performance of their duties.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that no Employee shall be subject to:

4.01.1 Discrimination, interference, restriction or coercion, exercised or practiced with respect to any Employee in the matter of hiring, assigning wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, or any other action by reason of race, creed, color, ancestry, national origin, religion, political affiliation or activity, sexual orientation, gender, marital or parental status, family, relationship, place of residence, physical or mental disability, nor by reason of their membership or activity in the Union or any other reason.

4.01.2 Any harassment occurring from unwelcomed physical or verbal conduct that belittles or causes personal humiliation and/or embarrassment.

4.01.3 Sexual harassment occurring from unwanted sexual advances, requests or sexual favours, and other verbal or physical conduct of a sexual nature. Cases of sexual harassment will be considered discrimination on the grounds of gender and in violation of the *Human Rights, Citizenship and Multiculturalism Act of Alberta*.

4.02 **Reporting Procedure:**

4.02.1 An Employee, who believes that they have been subject to discrimination, harassment, or sexual harassment, has a responsibility to advise the offender that the action is unacceptable behaviour and unwelcome.

4.02.2 Any incident of perceived discrimination, harassment or sexual harassment must be reported by the Employee to their Supervisor and the Union as soon as possible after the occurrence. The Employee may request their Supervisor and the Union to support them in advising the alleged offender as per 4.02.1.

- 4.02.3 If the affected Employee feels for any reason that they cannot directly confront the alleged offender, the concern may be brought forward to the Chief Administrative Officer who will determine the next appropriate action. Further, whether the Employee or the Chief Administrative Officer undertakes to do so, there is a requirement that the alleged offender will be advised of the particular actions that are deemed to be unacceptable behaviour and unwelcome, and that the following procedure will thereafter be commenced.
- 4.02.4 After advising the offender as per Article 4.02.1, it is important that the Employee keeps records of dates, times and the nature of the behaviour and the names of people who may have witnessed the incident(s). Also record what action was taken to stop the discrimination, harassment or sexual harassment.
- 4.02.5 The incident(s) of perceived discrimination, harassment or sexual harassment should be reported by the Employee to their supervisor and/or the Union as soon as possible after the occurrence of the alleged discrimination, harassment or sexual harassment.
- 4.02.6 Where, due to perceived involvement or bias, the Employee is not able to proceed through their supervisor, they may report it directly to the Chief Administrative Officer and/or the Union.
- 4.02.7 At any step of the above, the matter may be processed through the Union and the grievance procedure.

ARTICLE 5 - UNION SECURITY

- 5.01 Any Employee who is now a member of the Union and any Employee who hereafter becomes a member of the Union, shall as a condition of employment, maintain such membership.

ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01 The Employer agrees to deduct such regular monthly union dues, as are levied upon all Employees covered by this Collective Agreement in accordance with the constitution and Bylaws of the Union, for each month for all present Employees and of all new Employees, the first scheduled pay period after thirty (30) calendar days of employment.
- 6.02 The amount of such regular monthly union dues shall be certified to the Employer by the Secretary-Treasurer of the Union.

6.03 Deductions for Union Dues and Lists:

- 6.03.1 The total amount of the monthly deductions will be remitted no later than fifteen (15) days after the last day of each month, by the Employer to the Secretary or Treasurer of Local 37 CUPE.
- 6.03.2 With the first transmission of dues and every month thereafter the Employer will deliver a list of the Employees names from whom the deductions were made and the amount of the deductions.

ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 7.01 The Employer agrees to acquaint new Employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

ARTICLE 8 - RELATIONSHIP

- 8.01 The Union recognizes the right of the Employer to exercise all of the customary functions of management not restricted by this Agreement. Management and the direction of the working force are vested solely and exclusively with the Employer. The Town, on its own behalf and on behalf of the electors of the municipality, reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws of the Province of Alberta and including all those historical, traditional and residual rights of management not specifically limited by expressed terms within this Agreement, irrespective of the same having been exercised.
- 8.02 The Employer shall exercise its rights in a fair and reasonable manner, consistent with the provisions of this Collective Agreement. Any claim that the Employer has not exercised its rights consistent with the provisions of this Collective Agreement may be the subject of a grievance.
- 8.03 All rules, regulations and policies adopted by the Employer which affect the Employees in the bargaining unit shall:
 - 8.03.1 be approved and signed by the Town of Nanton; and
 - 8.03.2 be forwarded to the Union; and
 - 8.03.3 be available in printed and/or electronic form to Employees and at the workplace.
- 8.04 The Employer reserves the right to establish the number of Employees.

ARTICLE 9 - UNION COMMITTEES AND STEWARDS

- 9.01 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.
- 9.02 In order that this may be carried out, the Union shall notify the Employer in writing of the names of its Officers, Stewards, Labour-Management Committee members and Union Committee members and the area over which each Steward/Officer is responsible. The Employer will recognize these members.
- 9.03 The Employer shall notify the Union in writing of the names of the Employer's officials who are authorized to deal with the Union.
- 9.04 The Union shall have the right at any time to have the assistance of the National Representative, appointed to Local 37 by the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- 9.05 Representatives of the Union appointed under Article 9.02 shall be granted permission without loss of pay to leave their employment in order to carry on negotiations, grievances and arbitration procedures. Notice of such shall be given the Employer at least four (4) working days in advance where possible.

The Town agrees to continue such Employee's regular rate of pay and benefits while representing the union in these matters and will invoice the Union for the hours lost to negotiations at the regular rate of pay for the individuals concerned.

- 9.06 The Employer and the Union agree to establish a Labour-Management Committee comprising of up to three (3) members from Management and up to three (3) members of the Union. From time to time, the Labour-Management Committee agrees to meet jointly with the Town's other organizations to address common issues. The Committee shall concern itself with matters of the following general nature:
- 9.06.1 Improvement of Employee - Employer relations.
- 9.06.2 Increasing operating efficiency by promoting co-operation in effecting economy moves.
- 9.06.3 Improvement of service to the public.
- 9.06.4 Promotion of safety and sanitary practices and the observance of safety rules.
- 9.06.5 Suggestions from Employees, questions of working conditions and service (but not grievances concerned with service).
- 9.06.6 Correction of conditions making for grievances and misunderstandings.
- 9.06.7 Promotion of education and training of the staff.

- 9.06.8 Any such other matters of mutual concern as the parties deem properly within their jurisdiction.
- 9.07 Meetings of the Labour-Management Committee shall be held at least twice per year, at a time mutually agreeable to both parties. A statement outlining the matters for discussion will be submitted by each party not less than ten (10) working days prior to the time of the scheduled meeting, except in the case of emergency. Minute taking of the Labour-Management Committee shall be alternated between Union and Management and forwarded to the respective parties not more than ten (10) days after the meeting occurred.

ARTICLE 10 - GRIEVANCE PROCEDURES

- 10.01 It is the mutual desire of the parties that a complaint of an Employee and/or Employees shall be resolved as promptly as possible. It is understood that an Employee has no grievance until he/she has first discussed the complaint with the immediate Supervisor without satisfaction. An Employee, if he/she wishes, may be accompanied by his/her Steward or his/her designate.
- 10.02 Should any difference arise between the Employer and any Employee from the interpretation, application, administration or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such difference without undue delay. Failing satisfactory settlement, the following grievance procedures shall apply:

10.03 Step 1

In the first instance, an Employee shall take up such Grievance in writing, with the Department Head. Such Grievance notice shall include the details of the Grievance, including the nature of the Grievance, and the clause or clauses upon which the Grievance is based, together with the remedy being requested, within ten (10) days of the event upon which the Grievance is based. The Employee has the right to arrange for the attendance of a Steward and/or Union National Representative at Step 1 and beyond.

10.03.1 The Union and the Employer may mutually agree to a facilitator (such as a management person from another Department) to assist in trying to resolve the matter. When this is agreed upon, the President of the Union or designate will attend the meetings.

10.03.2 The Department Head will give his/her decision in writing within ten (10) days.

10.04 Step 2

If not then settled, the Grievance may within ten (10) days be submitted in writing by the Union to the Chief Administrative Officer, to be dealt with at a meeting of the affected parties, to be held within ten (10) days of the submission. The decision of the Chief Administrative Officer shall be given in writing within ten (10) days after the meeting where it was discussed.

10.05 **Arbitration**

If the Grievance is still not settled, the Union will notify the Employer of their desire to proceed to Arbitration in accordance with Article 11.

10.06 **Amending of Time Limits**

The time limits may be extended by consent of the parties to this Agreement.

10.07 When a dispute involving a question of general application or interpretation of this Collective Agreement occurs, the Union shall have the right to file a policy grievance, which will be initiated at Step 2 of the Grievance Procedure.

10.08 The parties may at any time agree to use the services of a recognized Mediator agreeable to both the Employer and the Union in an attempt to resolve a dispute. It is agreed and understood that this process does not replace arbitration.

10.09 Should either party fail to act within their specified time limit, the party failing to do so shall concede the Grievance to the other party. All time limits may be extended by mutual agreement in writing.

10.10 All Grievances and replies to Grievances shall be in writing.

10.11 In this Article, days shall exclude Saturdays, Sundays, and paid Holidays.

ARTICLE 11 - ARBITRATION

11.01 When either party requests that the Grievance be submitted to arbitration, the request shall be made by Registered Mail, within twenty (20) days of the reply in Step 2, addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within twenty (20) days thereafter the other party shall answer by Registered Mail indicating the name and address of its appointee to the Arbitration Board. The two (2) Nominees shall then agree to the selection of an impartial Chairperson

11.02 The parties may, by agreement, elect Arbitration by a single Arbitrator under the provisions of the Alberta Labour Relations Code. If the parties are unable to mutually agree to finalization by a single Arbitrator, the grievance shall be settled by a Grievance Arbitration Board as provided for above.

11.03 **Failure to Appoint**

If the two (2) nominees fail to agree upon a Chairperson within twenty (20) days of their appointment, the appointment shall be made in accordance with the provisions of the *Alberta Labour Relations Code*, upon request of either party.

11.04 **Board Procedure**

The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within twenty (20) days from the time of the hearing.

11.05 **Decision of the Board**

The decision of the majority shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. The Board may vary a penalty as it considers just and reasonable having due regard to the terms of this Agreement.

11.06 **Expenses of the Board**

Each party shall pay:

11.06.1 The fees and expenses of the Arbitrator it appoints.

11.06.2 One-half (½) of the fees and expenses of the Chairperson.

11.07 **Amending of Time Limits**

The time limits may be extended by consent of the parties to this Agreement.

11.08 **Witnesses**

At any stage of the Grievance or Arbitration procedures, the parties may have the assistance of the Employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the Grievance.

11.09 In this Article, days shall exclude Saturdays, Sundays, and paid Holidays.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 **Disciplinary Action**

Whenever an Employee is disciplined, and the discipline is intended to be a matter of Management Records the Employee shall have the right to have a Union representative present at the meeting when the discipline is given.

12.02 The Employee shall be given, in writing, the facts upon which the Employer is basing its disciplinary action, whether it be a verbal warning, written warning, suspension, or discharge.

12.03 Discharge Procedure

An Employee who has completed his/her probationary period may be dismissed, but only for just cause and only upon authority of the Chief Administrative Officer. A Department Head may suspend an Employee but shall immediately report such action to the Chief Administrative Officer. When an Employee is discharged or suspended, he/she may be given an opportunity to be heard in the presence of a Union representative. Such Employee and the Union shall be advised promptly in writing by the Chief Administrative Officer of the reason for discharge or suspension.

12.04 Termination

An Employee shall be considered to have terminated his employment when:

12.04.1 An Employee is discharged for just cause and not reinstated.

12.04.2 An Employee resigns.

12.04.3 An Employee is absent from work in excess of three (3) working days without sufficient cause, or without notifying the Employer, unless such notice was not reasonably possible.

12.04.4 An Employee fails to return to work within fourteen (14) working days following a lay off and after being notified to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address.

12.04.5 An Employee is laid off for a period of over one (1) year.

12.04.6 An Employee is a casual Employee and has not submitted any availability or worked any shift in the past six (6) months and may be extended upon mutual agreement.

12.05 Unjust Suspension or Discharge

Should it be found upon investigating that an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in his/her former position, without loss of seniority and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangements as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

12.06 In this article days shall exclude Saturdays, Sundays and paid Holidays.

12.07 **May Omit Grievance Steps**

An Employee considered by the Union to be wrongly or unjustly discharged or suspended shall be entitled to a hearing under Article 10 at Step 2 of the Grievance Procedure.

12.08 **Disciplinary Documentation**

After (2) years' time, disciplinary documents shall be removed from the Employee's personal record and destroyed and not held against the Employee.

After (1) years' time, minor disciplinary documents shall be removed from the Employee's personal record and destroyed and not held against the Employee.

ARTICLE 13 - SENIORITY

13.01 **Seniority Defined**

Seniority for Employees is defined as the length of service with the Employer in the Bargaining Unit, including service prior to certification of the Union.

13.02 Seniority for Temporary / Seasonal and Casual Employees shall be based upon the date the Employee commenced working for the Employer and is based upon the Employees accumulated hours paid.

13.03 **Seniority List**

The Employer shall prepare a seniority list for all Employees covered by this Collective Agreement twice per year in February and September.

The Seniority List shall include Employee's contact information. The Union will sever the contact information and provide the severed list to the Shop Stewards for posting in the workplace.

13.04 **Loss of Seniority**

An Employee shall not lose seniority if he/she is absent from work because of sickness, accident, layoff. An Employee shall only lose his/her seniority in the event:

13.04.1 He/she is discharged for just cause and not reinstated.

13.04.2 He/she resigns.

13.04.3 He/she is absent from work in excess of three (3) working days without sufficient cause, or without notifying the Employer, unless such notice was not reasonably possible.

13.04.4 He/she fails to return to work within fourteen (14) working days following a layoff and after being notified to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address.

13.04.5 He/she is laid off for a period of over one (1) year.

13.04.6 He/she is a casual Employee and has not submitted any availability or worked any shifts in the past six (6) months.

13.04.7 He/she voluntarily leaves the bargaining unit.

13.04.8 Employees shall maintain accrued seniority but shall not accrue seniority for approved leave of absence of more than thirty (30) calendar days, with the exception of maternity leave or leave of absence granted for sick leave, education leave, or disability.

13.05 **Probationary Employees**

Newly hired Employees shall be considered on probation for a period of ninety (90) days from the date of hiring.

13.05.1 Probationary periods may be extended in consultation with the Union up to an additional forty-five (45) calendar days.

13.05.2 During the probationary period new Employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge for just cause. The employment of such Employees may be terminated at any time during the probation period without recourse to Grievance Procedure.

13.05.3 After completion of the Probationary period, seniority shall be effective from the original date of employment.

ARTICLE 14 - PROMOTION AND STAFF CHANGES

14.01 A transfer means a lateral move to a similar position in another department or function with the same rate of pay.

14.02 A promotion means a vertical move to a higher paid classification, and similarly, a demotion means a vertical move to a lower paid classification.

14.03 **Job Postings:**

14.03.1 **Job Postings**

Prior to filling any vacancies or creating new positions, the Employer shall notify the Union and post notice of the position on the bulletin board for a minimum of five (5) working days in order that all Employees will know about the position and be able to make a formal written application.

14.03.2 **External Postings**

The Employer may commence outside advertising at the time of the posting.

14.03.3 **Information on Postings**

Such notice shall contain the following: nature of position, required knowledge and education, ability and skills, rate of pay and normal hours of work.

14.04 In making promotions and transfers, the determining factors shall be knowledge, ability, skills, and other relevant attributes, and where these factors are deemed by the Employer to be relatively equal, seniority shall be the deciding factor.

14.05 **Trial Period**

The successful internal applicant will be placed on a trial for a period of forty (40) working days. Conditional on satisfactory service, the position shall become permanent after a period of forty (40) working days. During the aforementioned trial period if the successful applicant proves unsatisfactory in the position or if he/she finds himself/herself unable to perform the duties of the new classification, he/she shall be returned to their former position at a time designated by management without loss of seniority and wages or salary.

14.06 Appointments from within the Bargaining Unit shall normally be made within twenty (20) working days of the last date of posting.

14.07 **Notice of Wage Rates**

In the event that the Employer creates a new job, the rate of pay shall be tentatively established, and the job shall be posted as outlined in Article 14.03. The Employer shall provide the Union the wage rates and job description and open negotiations for wage rates.

If agreement cannot be reached, the rate of wages shall be determined through the grievance and arbitration procedure, and such decision shall be binding on both parties.

14.08 **Notice to Union**

The Stewards shall be notified of all hiring's, layoffs, transfers, recalls, and terminations of employment within five (5) working days of their occurrences.

- 14.09 No Employee shall be transferred to a position outside the bargaining unit without his/her written consent. If an Employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority acquired to the date of leaving the unit but will not accumulate any further seniority. If such an Employee later returns to the bargaining unit within ninety (90) days, he/she shall be placed in a job consistent with his/her seniority.

This timeline may be increased by written mutual agreement of the Employer and Union. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

- 14.10 When an Employee is temporarily assigned to perform the duties of a classification with a higher rate of pay, for three (3) shifts or more, he shall receive the higher rate of pay of the assigned classification. When the Employee is assigned for three (3) shifts or more, this payment shall be for all shifts worked.
- 14.11 When an Employee is temporarily assigned to perform the duties of a position not covered by this Agreement, for three (3) shifts or more, he shall receive the lesser of the Start Rate of Pay for the assigned position or a rate of pay ten percent (10%) above his regular rate of pay. When the Employee is assigned for three (3) shifts or more, this payment shall be for all shifts worked.
- 14.12 When because of inability to perform the functions of a position, or because of health, or by request, an Employee is demoted to a lower-rated position, his rate will be adjusted immediately to the rate of the position to which he is demoted.
- 14.13 Due to the nature of our industry and the level and quality of service the Municipality must provide to its citizens, it will at times be necessary to transfer Employees from one Department, unit or area to another or from one job to another on a temporary basis.
- 14.14 When the duties in any classification are changed, or where the Union and/or an Employee feels he is unfairly or incorrectly classified or when any position not covered by the Salary Schedule is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on reclassification and/or rate of pay of the job in question, such dispute shall be submitted to an Alberta Labour Mediator and then failing settlement in Mediation, shall then proceed to Arbitration in accordance with procedures outlined under Grievance. The new rate shall be retroactive to the time the position was first filled by the Employee.
- 14.15 The Town shall provide, upon request of the Union, copies of descriptions for all positions in the bargaining unit. Employees may request a copy of the description for the position the Employee holds.

ARTICLE 15 - LAYOFFS AND RECALLS

15.01 When layoffs are necessary, Employees shall be laid off in the following order and recalled in reverse order, providing the Employee has the necessary qualifications and can demonstrate the ability to do the job:

15.01.1 Casual Employees,

15.01.2 Seasonal Employees,

15.01.3 Part-Time Employees,

15.01.4 Full-time Employees.

15.02 No new Employees will be hired until those laid off have been given an opportunity of re-employment.

15.03 Notice of Layoffs

The Employer shall, in writing, notify Employees who are to be laid off ten (10) working days before the layoff is to be effective, or shall compensate the Employee for lack of notice accordingly.

15.04 Notice of Recall

The Employer shall give notice of recall by personal contact or by telephone / email with such notice to be confirmed by registered mail to the Employee's last known address if necessary. Employees shall return to work within three (3) working (Full-time) or calendar (Part-time / Seasonal) days of receiving notice of recall unless they are unable to do so for reasonable grounds.

15.05 Seasonal Employee Layoffs

Seasonal Employees shall be given a minimum on five (5) calendar days' notice of layoff prior to the effective date or in lieu thereof five (5) days' pay at the rate immediately prior to such layoff.

ARTICLE 16 - HOURS OF WORK

16.01 The provisions of this Article are intended to establish a basis for the computation of overtime and shall not be construed as a guarantee of hours of work per day or per week.

16.02 The number of regularly scheduled hours of work in a week shall not exceed the following:

16.02.1 Outside & Recreation Employees - 40 hours per week.

- 16.02.2 Inside Employees - 37.5 hours per week.
- 16.03 Notwithstanding Article 16.02, in order to compensate for water and wastewater treatment plant operations and Saturdays and Sundays, where there is more than one Employee capable of performing the duties, the Employee who worked the weekend shall be given the Friday off immediately following the weekend shift worked. On the weekend that the Employee is to operate the plants that Employee shall be on call for the whole weekend.
- 16.03.1 Should an Employee be called in while on time off, they will be paid at the applicable rate as stated in Article 17.02.
- 16.04 Work is established on a shift basis in which the days and the beginning and ending times will be established by the Employer.
- 16.04.1 All shifts shall be posted thirty (30) days in advance.
- 16.04.2 Schedules may be changed by the Employer with seven (7) days' notice.
- 16.04.3 Within seven (7) days, changes to the schedule shall be by mutual agreement between the Employee and the Employer. Should a mutual agreement not be reached, the Employee with the lowest seniority may be required to work.
- 16.04.4 In an emergency situation 16.04.2 and 16.04.3 will not apply and schedules may change without notice.
- 16.05 Subject to the needs of the Municipality, the Employer will, whenever possible, schedule two consecutive days off in the week.
- 16.06 All Employees shall receive one (1) fifteen (15) minute rest period in each half of a working shift of eight (8) hours, or seven and one-half (7½) hours.
- 16.07 Employees shall be encouraged to take time off in half and full day increments.

ARTICLE 17 - OVERTIME

- 17.01 All hours worked outside the regular working time shall be considered overtime.
- 17.01.1 **Outside and Recreation Employees**
- All time authorized by the Employer and worked by the Employee in excess of the eight (8) hours per day or forty (40) hours per week.
- 17.01.2 **Inside Employees**
- All time authorized by the Employer and worked by the Employee in excess of the seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week.

17.01.3 There shall be no pyramiding of extra hours in the calculation of this pay.

17.02 Overtime will be calculated at two (2) times regular pay.

17.03 Minimum Call Back Time

An Employee who is called in and required to work outside his/her regular working hours shall be paid overtime at the applicable rate in Article 17.02, with a minimum of two (2) hours pay for each call back.

17.03.1 When an Employee is called within the same two (2) hour period, the Employee will not receive any additional compensation unless the total time exceeds the two (2) hours, in which case, the Employee will be paid for the total hours at the applicable rate in Article 17.02.

17.04 It is agreed that should overtime work be required, it shall be shared as equitably as possible among Employees. The Employer will endeavor to keep overtime to a minimum.

17.05 An Employee shall be allowed to bank overtime at the applicable rate in Article 17.02 in lieu of cash payment. Banked overtime shall be taken at a time mutually agreeable to the Employer and the Employee, accumulated to a maximum of forty (40) hours per calendar year.

17.06 Any overtime banked and not taken by December 31st of each calendar year shall be paid out at the overtime rate.

17.07 The overtime provisions do not apply to seminars and courses related to Employees occupation/service. Where the Employer has approved attendance at a course or seminar, the Employee will be paid at the regular rate of pay for each day of the course.

17.08 Meeting Attendance and Information Sessions:

Employees that are required to attend meetings with the Employer shall be paid at the Employee's regular rate of pay except where the provisions of Article 17 apply.

ARTICLE 18 - STATUTORY HOLIDAYS

18.01 The following shall be holidays for which holiday pay shall be paid equal to what the Employee would have normally earned had they been required to work their normal hours on that day:

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

and all holidays declared or proclaimed by the Town of Nanton, the Province of Alberta or the Dominion of Canada, except where such proclaimed holiday is declared in lieu of one of the above-named holidays.

18.02 Qualifications for a Named Holiday or Pay for a Named Holiday

- 18.02.1 Employees are eligible for general holidays and holiday pay immediately upon employment.
- 18.02.2 Employees shall have the option to either be paid out the Statutory Holiday or may bank the time and be taken at a mutually agreed to time.
- 18.02.3 The Employee must not have refused to work on the named holiday when asked to do so, except as out lined in 18.02.04.
- 18.02.4 The Employee must have worked their last scheduled shift before, and the first scheduled shift after, the holiday (note that Employees will remain eligible if they have the Employer's permission to be absent for either or both shifts).

18.03 Pay for a Named Holiday

- 18.03.1 If a Statutory holiday falls on an Employee's regular day off, they shall be entitled to a day off with pay in lieu, or an extra day's pay for the same. The day off is to be arranged at the mutual convenience of the Employer and Employee.
- 18.03.2 If an Employee is requested to work a full or part day, on any of the above mentioned named holidays, they shall be paid their regular statutory holiday pay, plus the applicable rate in Article 17.02.
- 18.03.3 Part-time Employees shall be paid Statutory Holiday pay based on the "Average Daily Wage."

Average Daily Wage shall mean five (5) percent of the Employee's wages, General holiday pay, and Vacation pay in the four (4) weeks immediately preceding the General Holiday.

ARTICLE 19 - VACATIONS

19.01 All Full-time Employees shall be granted paid vacations on the following basis:

- | | |
|----------------------------------|--|
| After one (1) years' service | - two (2) weeks with pay (4% per year) |
| After three (3) years' service | - three (3) weeks with pay (6% per year) |
| After six (6) years' service | - four (4) weeks with pay (8% per year) |
| After twelve (12) years' service | - five (5) weeks with pay (10% per year) |
| After twenty (20) years' service | - six (6) weeks with pay (12% per year) |

Vacation accrual occurs bi-weekly at a percentage rate, which provides for the above annual vacation.

- 19.02 For Part-time Employees, vacation shall be allocated in accordance with this article calculated in the same manner as in 19.01, on a pro-rated basis.
- 19.03 For Seasonal and Casual Employees, vacation shall be allocated on a pro-rated basis based on accumulated hours of employment, paid by the Employer each pay period.
- 19.04 Vacation may be taken as accrued, with the approval of the Employer, at any time following the first six (6) months of employment.
- 19.05 Employees will take one (1) vacation period of at least one work week. The remainder may be taken according to Article 16.07.
- 19.06 **Vacation Preference**

The supervisor will, on the first work day in February, post a vacation registry in each department, upon which the Employees may indicate their vacation period preference(s). Unless informed otherwise before March 31st, the Employee's preference will be honoured except in cases where the requirements of the operation would be seriously hindered by the granting of the vacation leave. Employees who have not indicated their preference by March 31st will be granted vacation at a time determined by their Supervisor who will prioritize any disclosed preferences according to seniority.

Seniority shall be the deciding factor where there is a dispute regarding preference for the time when vacations are to be taken.

19.07 **Unused accrued vacation**

- (a) Employees shall fully utilize vacation accrued by December 31st of the year following the year it was accrued, unless the Employee applies in writing to hold over up to a maximum of one (1) week / five (5) days accrued vacation into the next year and has been given consent in writing by the Department Head. Permission will not be unreasonably denied subject to the requirements of the operation.
- (b) Accrued vacation time that cannot be further rolled over or deferred pursuant to this section shall be automatically paid out at year end by the Town in line with the minimum amount required under the *Employment Standards Code*.
- (c) Employees, for the sake of personal wellness and their own productivity, are strongly encouraged to take their full vacation allocation annually. Any operational problems or consequences resulting from their taking entitled vacation time are the responsibility of Town Administration, not the Employees.

- 19.08 If an Employee is sick for three (3) days or more while taking his/her vacation, the sick days shall not be considered as vacation time, but shall be considered as sick time, provided the Employee produces a medical certificate.
- 19.09 Vacation time will not accrue for any leaves of absence in excess of two (2) pay periods from the commencement of the absence, except for absences for the purpose of illness, accident, Worker's Compensation or educational leave.
- 19.10 Vacation time while an Employee is absent due to illness, accident or Worker's Compensation and education leave shall not accrue after one (1) year from the commencement of the absence.
- 19.11 Paid holidays which fall during an Employee's vacation, shall be taken in addition to vacation either immediately prior to or after said vacation, or at another mutually agreeable time between the Employer and the Employee.

ARTICLE 20 - LEAVE OF ABSENCE

- 20.01 The Employer may grant leave of absence without pay to an Employee. Requests for such leave of absence shall be in writing and shall be submitted to his/her supervisor in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the Employer as soon as possible. Unless otherwise mutually agreed such leave shall not exceed three (3) months and seniority shall accumulate during such leave. Employees who are granted a leave of absence of more than thirty (30) days shall inform the Employer, in writing, two (2) weeks in advance of the date the Employee will return to work.
- 20.02 **Benefit Premiums During Leave of Absence**
- Employees granted leave of absence without pay in excess of ten (10) days shall make arrangements through the Town Office to pay both the Town and Employee portion of applicable premiums before their leave of absence commences.
- 20.03 Where permission has been granted to a representative of the Union to leave his employment temporarily with respect to a grievance against the Employer, they shall suffer no loss of pay for the time so spent.
- 20.04 Request for leave of absence for Employees selected or appointed to represent the Union at conventions or other meetings shall be made in writing through the Union to the Chief Administrative Officer ten (10) working days prior to the dates of the convention or meeting. Such request for leave shall not be unreasonably denied by the Chief Administrative Officer. Such leave shall be without pay and without loss of seniority. The Town agrees to continue such Employee's regular rate of pay and benefits during such leave and will invoice the Union for the pay and benefits.

20.05 Bereavement Leave:

- 20.05.1 An Employee shall be granted four (4) consecutive shifts without loss of pay and benefits in the case of death of a parent, step parent, guardian, wife, common law wife, husband, common law husband, brother, sister, child, grandparent, grandparent of spouse, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, aunt-in-law and uncle-in-law. The above shall pertain to same-sex partners for the purpose of this Article and common law shall be defined using the Canadian Revenue Agency definition.
- 20.05.2 In the event of the death of a spouse or child the Employee shall be granted an additional three (3) consecutive shifts without loss of pay.
- 20.05.3 Where the burial occurs outside the province the Employer may grant such additional time not to exceed two (2) additional consecutive shifts as may be necessary.
- 20.05.4 Bereavement Leave for all Employees - time shall normally be taken within a twelve (12) day period from the date of death, however, unusual circumstances would be considered.

20.06 Pallbearer's Leave

An Employee shall be granted leave for funerals to a combined maximum of one (1) day per year without loss of pay to attend a funeral as pallbearer, provided that such request is made at least twenty-four (24) hours in advance.

20.07 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or witness in any court with two (2) weeks written notice. The Employer shall pay such an Employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness, excluding payment for traveling, meals, or other expenses.

20.08 Maternity or Parental Leave

- 20.08.1 Employees with ninety (90) days of continuous employment with the Town of Nanton will be eligible for maternity or parental leave in accordance with the provisions of the *Alberta Employment Standards Code*.
- 20.08.2 Upon request a father shall be given two (2) days leave with pay for attending the delivery of the child, or for attending the release from hospital of the mother and child.
- 20.08.3 Two (2) days leave of absence with pay will be granted for the legal adoption of a child.

20.09 Time Off for Elections

Employees shall be allowed three (3) consecutive hours off before the closing of polls in any Federal, Provincial, or Municipal election or referendum without deduction from normal daily pay, unless other legislation is applicable.

20.10 Compassionate Care Leave

Employees with ninety (90) days of continuous employment are entitled to Compassionate Care and Family Crisis leave of twenty-seven (27) weeks. These and other legislated leaves will be requested and granted in accordance with the *Alberta Employment Standards Guidelines* as amended.

ARTICLE 21 - SICK LEAVE

21.01 Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled.

21.02 Employees will be entitled to accrue and use Sick Leave which will include illness, hospitalization, dental and/or medical appointments, which cannot be scheduled on hours other than regular hours of work, on the following basis:

21.02.1 Employees will accrue one and one half (1.5) shifts per month, to a maximum accumulation of sixty (60) shifts.

21.02.2 For the purpose of calculating sick leave for part-time Employees, the amount shall be calculated on a pro-rated basis, to a maximum of fifteen (15) shifts.

21.02.3 Sick days will be reduced for absence due to illness or accident, except where the illness or accident is otherwise covered by Weekly Indemnity (Short Term Disability), Long Term Disability Benefits or by Workers' Compensation coverage.

21.03 If proof of illness is required by the Town, the Employer may require a certificate from the Employee's attending Medical Doctor. Such requirements will not be unreasonably imposed.

21.04 All Employees reporting sick shall notify the Department Head or designate one hour prior to the commencement of their shift, unless extenuating circumstances make this impossible.

21.05 All sick leaves shall be paid at the regular rate of pay.

21.06 An Employee who has been off of work for more than thirty (30) days shall inform the Employer at least two (2) weeks, (or such shorter period of time that may be agreed upon), in advance of the return to work date.

- 21.07 When an Employee is off work due to a disability for more than thirty (30) calendar days, and there is no established date the Employee will be able to return to work within two (2) years from the first date of disability, the Employer will post and fill the position in accordance with Article 14.03 with the following provisions:
- 21.08 In the event the Employee on disability returns to work within the period of two (2) years from the date of the posting, the Employee filling the position will be returned to his/her former position;
- 21.08.1 In the event the Employee is unable to return to his/her position within two (2) years after the first date of disability, the Employees employment will be terminated, then the position will be posted and filled permanently in accordance with Article 14, Promotion and Staff Changes;
- 21.08.2 Notwithstanding the foregoing, if before the expiry of two (2) years after the first date of disability it is apparent to the Employer and the Union that the Employee shall not be able to return to work for medical reasons within the two (2) years, the position shall be declared vacant and posted and filled permanently in accordance with Article 14, Promotion and Staff Changes. Any Employee that was moved because of this arrangement shall be returned to his/her former position.

21.09 **Family Sick Leave**

If no one is available to care for the unexpected needs of a spouse, common law spouse, child, or parent, an Employee may be allowed to use a maximum four (4) shifts off with pay per calendar year from accrued sick leave to care for an ill family member. Family Sick Leave does not apply for scheduled medical appointments or procedures.

ARTICLE 22 - STAFF TRAINING AND DEVELOPMENT

- 22.01 Employees may request, or may be required, to attend various programs for the purpose of upgrading their skills directly related to their duties.
- 22.02 Application for attendance at any workshop, course, symposium, seminar or convention shall be made in writing to the Employee's Supervisor.
- 22.03 The request should outline the program, and must include an estimate of costs, and the number of days or hours an Employee will be absent while attending the training function.

22.04 **Mandatory Attendance**

The Employer may, from time to time require an Employee to attend a particular program. Here, the Employer will pay for all the receipted expenses, subject to any limitations contained in Schedule C, incurred in:

- registration fees
- public ground or air transportation
- accommodations
- private vehicle as per Schedule C
- meals, gratuities and incidental expenses

22.05 **Voluntary Attendance**

22.05.1 An Employee whose application for attendance in a training and development program which has been approved by the supervisor shall submit receipts for all applicable expenses, subject to any time limits established in Schedule C, incurred through:

- registration fees
- public ground or air transportation
- accommodations
- private vehicle as per Schedule C
- meals, gratuities and incidental expenses

22.05.2 Where a training program or course has a pass or fail criteria, reimbursement is conditional on the Employee securing a passing grade.

22.06 On request, the Municipality may advance monies to an Employee prior to attending a program.

22.07 An Employee requesting leave to attend a programme may be granted it with or without his regular basic pay.

22.08 The Employee shall be paid hourly at their regular rate of pay, to a maximum of one shift per day, for the hours of the course.

22.09 The Employee shall be paid hourly, at their regular rate of pay, to a maximum of one shift per day, for time spent travelling to and from an approved course.

22.10 Accommodations shall be provided, for the night prior to the course, when travel time is greater than two (2) hours, and such travel would be necessary outside the Employee's regular shift.

22.11 Guarantee of Service

- 22.11.1 An Employee granted leave(s) of absence where the Employer has subsidized voluntary attendance at a series of courses or workshops which lead to a credential designation, shall undertake, in writing, to remain in the employ of the Employer for two (2) years after the successful completion of the designation.
- 22.11.2 Such credential designations shall include, but not be limited to, university degrees or certificates; college and technical institutes diplomas or a R.I.A., C.G.A., L.G.A. designation.
- 22.11.3 Should an Employee resign or retire from the service of the Employer before completing the two (2) years of service following such leave, the Employee will be required to repay all registration fees and expenses to the Employer, but not the time off that was granted with pay by the Employer.
- 22.11.4 Repayment will be on a pro-rata basis, calculated on the length of service at resignation or retirement, as this service bears to two (2) years.

ARTICLE 23 - BENEFITS

- 23.01 The Employer may make available group health, insurance and/or pension plans from an insurer, or insurers of their choice for the benefit of Full-time Employees and Part-time Employees working more than 50% of the hours of a Full-time Employee in the same classification covered by this Agreement. Should the Employer for whatever reason intend to change the plan it will do so in consultation with the Union.
- 23.02 When enrolment and other requirements for group participation in various plans have been met, the Employer will sponsor such plans to the portion as determined and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.
- 23.03 Participation in group benefits is as follows:

Per attached Schedule "B" - Benefits.
- 23.04 Payments towards any benefit plans by the Employer permits them to retain premium rebates from any of the insurers and from those from the Canada Employment and Immigration Commission.
- 23.05 Enrolment in the various benefit plans is a condition of employment.
- 23.06 Benefits contained in this Article, and elsewhere throughout this Agreement, accumulate and are retained as per the Seniority Provisions.

23.07 Employees on an approved Leave of Absence as per Article 20.01 shall be responsible for one hundred percent (100%) of premiums for the duration of the Leave of Absence.

23.08 Employees that are on approved sick/disability under Article 21.01, once expired, shall be responsible for their portion of any benefit premium. When an Employee is on Long Term Disability the Employee may continue benefits by pre-paying for one hundred percent (100%) of benefits cost as they apply under Long Term Disability coverage.

Pension benefit will be paid to Employees when using accrued sick leave, and shall cease under short term or long term disability. The Employee may continue to make Employee contributions to the plan.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Employees' wages shall be paid in accordance with Schedule "A" attached hereto and forming part of this Agreement.

24.02 Part-time, Seasonal and Casual Employees shall receive the wage rates, conditions of employment and prerequisites specified in this Agreement on a pro-rated basis according to their hours worked, unless otherwise specified.

24.03 There shall be no pyramiding or substitution of any benefits, salary or wages unless such pyramiding or substitution is specifically permitted.

24.04 Wage recognition may be granted for work experience satisfactory to the Employer, including experience in the private sector, providing not more than two (2) years have elapsed since such experience was obtained.

24.05 All Employees shall be paid by noon of every second Friday. If a holiday falls on a Friday, the Employees shall be paid in the afternoon of the previous working day. It is understood that pay will be for all time worked on submitted time sheets up to and including the Saturday prior to pay day.

24.06 On Call:

24.06.1 Should an Employee be required to be On Call, it shall be on a rotational basis for not more than seven (7) days. An Employee on this period of On Call outside of normal working hours, shall be paid an On Call Fee of:

24.06.1.1 \$2.25 per hour plus annual economic wage adjustment.

2019 \$2.27

2020 \$2.30

24.06.2 It is recognized that the provisions of Article 17 shall be applied should any of the Employees On-call be called in to work within the On-call period, not including normal hours of work.

24.06.3 Employees who fail to respond to the emergency phone or an incident as per Article 3.08 while on call, unless circumstances prove to be beyond their control, forfeit the portion of On-Call compensation for the day they fail to respond to the call.

24.07 Clothing Supplied:

24.07.1 Gloves will be supplied to all Employees as required.

24.07.2 Full-time & Part-time Employees shall receive two (2) pair of coveralls and temporary/seasonal Employees shall receive one (1) pair of coveralls which shall remain the property of the Employer, and which will be replaced as required upon presentation of the worn-out pair. Employees shall be responsible for any undue damage of the same. Reasonable substitution of equal value will be considered by the Employer upon request by the Employee.

24.07.3 All Employees who have completed their probationary period and due to the motive of their work are required to wear safety footwear, shall receive an allowance to a maximum of one hundred and fifty dollars (\$150.00) for the cost of CSA approved safety footwear annually. This allowance may be carried over for a period of one (1) year to a total of three hundred dollars (\$300.00).

This allowance shall be paid upon receipt of a proof of purchase.

24.07.4 The Employer will provide one hundred dollars (\$100) annually to pool Employees who complete 200 hours of work in the employment season to assist in the purchase of swim suits.

ARTICLE 25 - SAFETY AND HEALTH

25.01 The Employer acknowledges its responsibility to observe all reasonable precautions for the safety, The promotion and maintenance of the highest degree of physical, psychological and social well-being of workers, to prevent work site incidents, injuries, illnesses and diseases, the protection of workers from factors and conditions adverse to their health and safety, to ensure that all workers have the right to be informed of work site hazards and the means to eliminate or control those hazard the right to meaningful participation in health and safety activities pertaining to their work and work site, including the ability to express health and safety concerns, the right to refuse dangerous work, and the ability to work without being subject to discriminatory action for exercising a right or fulfilling a duty imposed by this Act, the regulations or the OHS code.

25.02 The Union acknowledges its responsibility and that of its members to actively participate in the Employer's Health and Safety Program, maintaining safe work practices and conditions.

25.03 The Employer will make every effort to ensure that Employees are not required to work under hazardous conditions. Complaints in this regard will be brought to the attention of the Employee's immediate supervisor who will take appropriate action. If the Employee is not satisfied with the actions of the supervisor, they will have the opportunity to proceed through the grievance process, or provincial processes.

25.04 The Employer will supply protective clothing and equipment as required under the *Alberta Occupational Health and Safety Act*.

ARTICLE 26 - GENERAL

26.01 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so required.

26.02 Term Days being used in this Agreement shall include Saturdays, Sundays and Holidays.

ARTICLE 27 - NOTICE BOARDS AND MEETINGS

27.01 Notice boards are for the purpose of posting notices relating to the business of the Employer or the Union.

27.02 Except for Union notices, all other notices which are to be posted on any Municipal property must be approved and signed by the Chief Administrative Officer prior to posting.

27.03 Notices of a private, club, or activity nature may be posted by an Employee, on application and approval as heretofore mentioned.

27.04 Meetings of Employees on Municipal property for other than that business authorized by the Chief Administrative Officer are not permitted.

27.05 Meetings of the Union may occur on Municipal property provided two weeks advance notice is given to the CAO. The notice shall include the date, the time and the preferred location.

ARTICLE 28 - NOTICES

28.01 Each Employee shall keep the Town informed of his/her current address, telephone number and e-mail, (if applicable).

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

28.02.1 The President or Secretary of CUPE, Local 37, and a shop steward for the Town of Nanton.

28.02.2 The Chief Administrative Officer or his/her designate;

28.02.3 The CUPE National Representative.

ARTICLE 29 - CONTRACTING OUT

29.01 All current Employees working for the Town of Nanton will not lose their jobs or suffer a reduction in wages due to contracting out during the life of this Agreement.

ARTICLE 30 - LOSS OF LICENSE

30.01 Employees who are required to maintain a valid Province of Alberta Operators License for the purpose of their work with the Employer may be terminated from their employment in the event of the loss of Operator's License in excess of twenty-four (24) hour suspension.

In the event of such Loss of Operator's License, the affected Employee may be offered the first available position to which he/she is qualified.

ARTICLE 31 - TERM OF AGREEMENT

31.01 This Agreement takes effect from January 1, 2021 until December 31, 2023 and shall continue from year to year thereafter unless notification of desire to amend or terminate be given by either party.

31.02 Such notice shall be given in writing not less than sixty (60) or more than one hundred and twenty (120) days prior to the expiry date of this Agreement.

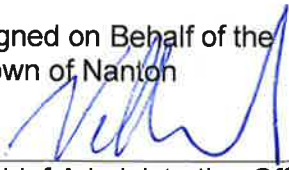
At the first meeting between the parties following notice, both parties shall give particulars of all amendments they seek.

31.03 If neither party submits notice as per Clause 2, this Agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given within the aforementioned sixty (60) to one hundred and twenty (120) days in a subsequent year.

31.04 The wording and figures contained in the Articles and Schedules of this Agreement shall not be changed by either party, except through mutual agreement.

No provision of this Agreement shall be retroactive unless specifically provided.

Signed on Behalf of the
Town of Nanton



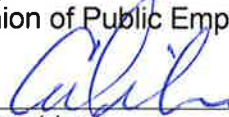
Chief Administrative Officer



Director of Corporate Services

May 25, 2021
Dated

Signed on Behalf of The Canadian
Union of Public Employees, Local 37



President



Treasurer



Recording Secretary

May 18/2021
Dated

SCHEDULE "A" - WAGES

CLASSIFICATION	January 1, 2021 0.5%	January 1, 2022 1.0%	January 1, 2023 1.0%
Administrative Support	26.14	26.40	26.66
Casual/Seasonal Labourer	19.10	19.29	19.48
Casual/Seasonal Student	17.03	17.20	17.37
Community Peace Officer	34.62	34.97	35.32
Finance Assistant	29.23	29.52	29.82
Labourer	22.10	22.32	22.54
Lead Hand – Facilities & Parks	30.24	30.54	30.85
Lead Hand – Public Works	30.24	30.54	30.85
Lifeguard - Junior	17.03	17.20	17.37
Lifeguard - Senior	18.58	18.77	18.96
Planning & Development Officer	37.68	38.06	38.44
Pool Supervisor	21.02	21.23	21.44
Public Works Operator 1	26.50	26.77	27.04
Public Works Operator 2	28.09	28.37	28.65
Recreation Operator 1	26.50	26.77	27.04
Recreation Operator 2	28.09	28.37	28.65
Supervisor - Recreation Facilities	33.62	33.96	34.30
Utilities Foreman	37.68	38.06	38.44
Utility Operator I	31.23	31.54	31.86
Utility Operator II	33.63	33.97	34.31

Ticket Rates:

Payroll Compliance Practitioner (PCP): \$1.25 per hour while in good standing.

Applies to Employees classified as Finance Assistant or Administrative Support Classifications on approval of the CAO.

SCHEDULE "B" (3 year)

Employee Benefits

BENEFIT	EMPLOYEE CONTRIBUTION	EMPLOYER CONTRIBUTION
Group Life	0%	100%
Dependent Life	0%	100%
AD & D	0%	100%
Critical Illness	0%	100%
Long Term Disability	100%	0%
Extended Health Care	0%	100%
Dental Care	0%	100%
Employee Assistance Program	0%	100%
Pension Plan 2021	3.0% Regular Annual Salary	8.5% Regular Annual Salary
Pension Plan 2022	3.0% Regular Annual Salary	8.5% Regular Annual Salary
Pension Plan 2023	3.0% Regular Annual Salary	8.5% Regular Annual Salary

Above benefit contribution schedule will take effect one month after ratification.

Personal Health / Wellness Spending Account

The Employer will establish for each regular full-time and regular part-time Employees who are on the payroll of the Employer as at the first working day of the calendar year, a Personal Health Spending Account in the amount of nine hundred and fifty dollars (\$950) annually, subject to the terms and conditions of the benefit provider.

Contributions to the personal Health Spending Account will be pro-rated for regular full-time and regular part-time Employees who occupy a position less than one full-time equivalent (1.0 FTE) covered by this Agreement who are on the payroll of the Employer as at the first working day of each calendar year.

The unused balance is carried forward to the next plan year up to nineteen hundred dollars (\$1900.00). Regular Full-time and Regular Part-time Employees leaving the employ of the Employer for any reason will automatically forfeit any unused balance.

Personal Health Spending account will be administered by the Employer's Benefit provider.

SCHEDULE "C"

ALLOWANCES

Mileage

Mileage will be paid at the same rate as that granted to Provincial Employees and will be changed effective the same date as a change to the Provincial rate occurs.

Unreceipted meals & Incidental expenses

\$15.00 per day

Recertification Fees

Reimbursed at cost to all Employees who require certification as a condition of employment to meet job descriptions. The Employer shall pay for any Employee needing to recertify for skills needed by the Town in the course of their employment this would include but not be limited to utility operations, pesticide application, WHIMIS, and ice plant operations. Should the Employee be unsuccessful in passing any course, further costs to obtain required certifications will be at the Employee's expense.

LETTER OF UNDERSTANDING
Between
The Town of Nanton
And
The Canadian Union of Public Employees,
Local 37

RE: Educational Incentives

The Town of Nanton and the Union agree that it is important for the Employer to have Employees who perform additional tasks and build overall capacity in priority skillsets among a small workforce where succession planning and cross-training important.

The CAO shall approve any educational courses that may enhance the operations of the municipality going forward, which Employees may take said educational / training and which programs shall be eligible for incentive negotiation. These will be added to a Master List.

Compensation for approved additional education that is not referenced or mandated within an Employee's job description, "ticket rate", will be subject to incentive negotiation between the Employer and the Union. Retroactive ticket rates for certifications or programs already achieved by Employees, particularly those referenced within job descriptions, will not generally be considered for negotiation.

The Employee shall be paid their regular hourly wage for all time spent taking these courses. The Employer shall be responsible for the cost of any courses.

The master list of courses will be available to all Employee and the Union. The Employees may access the list by request to their immediate supervisor.

Signed on Behalf of the Town of Nanton



Chief Administrative Officer



Director of Corporate Services

May 25, 2021
Dated

Signed on Behalf of The Canadian Union of Public Employees, Local 37



President



Treasurer



Recording Secretary

May 18, 2021
Dated

LETTER OF UNDERSTANDING
Between
The Town of Nanton
and
The Canadian Union of Public Employees,
Local 37

RE: Proposed Assistant Utility Operator Classification and Job Description

The Town is proposing a new additional classification under Utility Operators for periods when it is recruiting entry-level persons who do not yet hold an EOCP Level 1 certification in water or wastewater operation/treatment.

Assistant Utility Operator	Rate: \$29.50 per hour
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The Town posted this internally (subject to CUPE approval) in late April. Our intention, if possible, is to transfer Kyle Lockton (Public Works Operator 1) to this new position and promote Dan Mislenovich from Casual/Seasonal Labour to the subsequently vacant full-time position of Public Works Operator I.

Having had exchanges with Graham Mahy on this topic, we understand the union's concerns around someone potentially losing their job if they don't earn their Level 1 credentials within two years. While this strikes us as an extremely low risk proposition and the employee himself has indicated willingness to take the risk, we nonetheless agree to a letter of understanding where both the above transfers are considered temporary assignments for the next two years. Furthermore, the Town will extend benefits temporarily to Mr. Mislenovich for that period on the understanding that these will be discontinued if Mr. Lockton were to return to his former position for any reason.

The Town is not prepared to offer a wage rate greater than that proposed above for Assistant Utility Operator. We believe it is both generous and fair based on the job market and the intermediate steps between Public Works Operators and Utility Operators.

It is critical to understand that 'Assistant Utility Operator' is our approach to facilitating transitional succession planning in situations where we are struggling to recruit solid certified Utility Operators externally. It cannot exist as a permanent position if the employee does not gain Level 1 certification and automatic promotion to Utility Operator I.

If we cannot ultimately find agreement on this, we will notify our employees and move again to an external competition for Operator Level I.

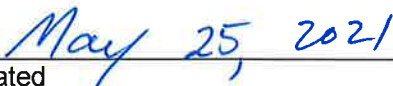
Signed on Behalf of the Town of Nanton



 Chief Administrative Officer



 Director of Corporate Services



 Dated

Signed on Behalf of The Canadian Union of Public Employees, Local 37




 President



 Treasurer



 Recording Secretary



 Dated



Assistant Utility Operator

Created: April 27, 2021

Classification: Assistant Utility Operator
Reports to: Operations Manager

POSITION SUMMARY: Under the supervision of the Operations Manager and working with other utilities staff, the Assistant Utility Operator, is responsible for the daily operation and maintenance functions of the water, wastewater, and storm systems of the Town of Nanton including but not limited to; collection, distribution, treatment plants, raw water collection and storage. Weekend hours and 24/7 on-call is required for water and sewer testing along with call outs on a rotational basis. This is an entry level position with a progressive increase in duties, responsibilities, and assignments.

Level 1 certification in all 4 disciplines (Water distribution & treatment and Wastewater collection & treatment) is expected within 18 months of starting in this position. Once complete, the operator will be qualified to move into a Level 1 operator position. Certified courses are then to be completed as they can be according to Alberta Environment and Parks and as the AWWOA allows. Work towards Level 2 certifications is permissible in discussion with the Operations Manager however, these qualifications will not automatically qualify the operator for a Level 2 operator position with the Town of Nanton.

The following is a listing of work requirements but is not all inclusive:

1. Operating and Monitoring and Testing
 - Controls operating procedures and process for the water and wastewater treatment plants and systems.
 - Ensures water and wastewater quality standards required by Alberta Environment and other authorities are met by sampling, analyzing, recording, and making required adjustments daily.
 - Performs work within Alberta Occupational Health and Safety standards
2. Maintenance Repairs
 - Maintains and repairs all operating and production equipment for the utility systems with the accent of preventative maintenance.
 - Reports all maintenance and repair problems to supervisor.
 - Maintains the buildings and grounds of all areas associated with the utilities system.
3. Reporting
 - AEP and AHS contravention reporting as it applies to the water and wastewater services.
 - All reports, test results and records required by the Town of Nanton, Provincial and Federal agencies requiring it.
4. Other
 - Assistance in or with other departments as assigned by the Operations Manager.
 - Performs other related duties as required.
 - Participates in all other training included but not limited to safety, emergency management and others as dictated by management.

- Water meter reading, including automated and/or manual reads, installation, repairs, and checks of water meters.
- Installation, repairs or monitoring repairs of water and sewer lines as required including flushing, testing and delivery of samples to where required.
- Flushing and camera inspections of systems
- Installation of water meters

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Mechanical aptitude an asset; must have the ability to detect problems and to repair and maintain mechanical equipment with an emphasis on preventive maintenance.
- Proactive commitment to learning and keeping current in the knowledge and legal requirements dealing with the best practices, industry standards and laws in all aspects of water and wastewater as it does and could apply in the future.
- Good mathematical, analytical, and problem-solving skills as required.
- Knowledge of safety rules and safe equipment operations.
- Must have the ability to carry out oral and written instructions from supervisor.
- Effective interpersonal skills in dealing with the public, peers, and council. Maintain a positive and supportive approach.
- Ability to foster and maintain a positive team environment, share work experience, knowledge and support, train and develop other staff as needed.
- Ability to handle multiple priorities effectively and meet deadlines.
- Must be conscientious and willing to use initiative in performing duties beyond those specifically assigned.
- Always maintain confidentiality.
- Must re-certify or continue certification as required.

MINIMUM QUALIFICATIONS

- Minimum grade 12 high school education or equivalent
- Valid Alberta Class 3 Drivers License
- Must be computer literate, with working knowledge of Microsoft Word and Excel
- Experience in a municipal setting is desirable.
- Fluent in the English language both written and verbal.
- Physically fit to meet the needs of lifting, repetitive valve turning, handling of bulk chemicals and hoses and other related duties.

OTHER: The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the scope of responsibility and the level of knowledge and skill typically required. It should not be considered a complete listing of work requirements. Individuals may be required to perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

DECLARATION: As the present incumbent of this position, I hereby certify that I have read the description, and that I accept it as being a true representation of the typical duties and level of responsibilities assigned to the position of Assistant Utility Operator.