

A G R E E M E N T
Between

**THE TOWN OF VAUXHALL
IN THE PROVINCE OF ALBERTA**

And

CUPE / *Canadian Union
of Public Employees*

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2038**

The term of the Agreement is from:

January 1, 2013 to December 31, 2014

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this agreement is to maintain harmonious and co-operative relationships between the Employer and Employee in accordance with the provisions of the Alberta Labour Code.
- 1.02 To provide an amicable method of settling differences or grievances, which may arise between the Employee and Employer.
- 1.03 To promote the mutual interest of the Employer and Employee.

ARTICLE 2 - RECOGNITION

- 2.01 Recognition - The Employer recognizes the Canadian Union of Public Employees Local 2038 as the collective bargaining agency for its Employees as described in Certificate No. 180-92 dated March 20, 1992, issued by the Alberta Labour Relations Board, except any designated officers of the Employer who are excluded by performing managerial or confidential duties as defined by the Labour Code.
- 2.02 Persons hired specifically under temporary job creation or job-training programs shall be subject to terms and conditions of the programs and will be excluded from the terms of this agreement. The Union will be notified prior to implementation of any such program and it is agreed that no Employee shall be subject to loss of employment, hours of work or layoff as a result of the use of the program.
- 2.03 The Union recognizes the right of the Employer to exercise all of the usual and customary rights of management. Such management rights include the right of the Employer to manage its business, direct the workers, make rules and regulations and the right to hire and fire, suspend, discharge, discipline, layoff, transfer, classify, promote or demote any Employee, subject to the terms and conditions of this agreement.
- 2.04 The word "Employee" in this agreement shall mean the Employees of the Employer for whom the Union is the bargaining agent, as described in the Alberta Labour Relations Code.

ARTICLE 3 - "NO DISCRIMINATION"

- 3.01 The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rate, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national



origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of his/her membership or activity in the union.

ARTICLE 4 - GENERAL

4.01 The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect and distribute package(s) to new employees that the Union has prepared.

4.02 EMPLOYEE-MANAGEMENT COMMITTEE

(a) The Employer and the Union agree to establish an Employee-Management Committee consisting of two representatives of the Bargaining unit of Local 2038 and two representatives of the Employer to discuss matters of mutual interest. The committee shall meet at the call of either side.

(b) Members of the committee shall normally receive a notice and agenda for the meeting at least forty-eight (48) hours in advance of the meeting.

(c) The committee will concern itself with the following general matters:
-Discuss worker health and safety issues.
-Review suggestions that could possibly improve and extend services to the public.
- Respond and seek the resolution of complaints and differences other than formal grievances.

(d) The Employee-Management Committee shall not have any jurisdiction over pay or any other item of collective bargaining, including the administration of this agreement. The committee does not have the power to bind either the Union or the Employer to any decisions or conclusions reached in discussions. The committee shall have the right to make recommendations with respect to its discussions and conclusions.

(e) The Union may have the right to the assistance of a National Representative at any of its meetings, subject to the approval of the Employer.

4.03 Personnel Records

(a) An Employee shall have the right once a year to access and to review his/her personnel record.

(b) Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the Employees record.

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- (c) No evidence from the Employees record may be introduced as evidence in any hearing of which the Employee was not aware at the time of filing.
- (d) An Employee shall have the right to make copies of any material contained in his/her personnel record.
- (e) Contents of the Personnel File will include the following information:
 1. Personnel Form
 2. Applicants Resume
 3. Letter of Acceptance
 4. Job Description
 5. TD - 1 Form
 6. Benefit Requests
 7. Records of Qualifications and Applicable information
 8. Evaluation Reports
 9. Disciplinary Action
 10. Training Requests
 11. Leave Requests
 12. Notice of Termination
 13. Acceptance of Termination

4.04 Vehicle Operator Licences

- (a) Employees who are required to maintain a valid operator's license for the purpose of their work with the Employer shall be terminated from their employment in the event their operator's license is suspended for a period of more than twelve (12) months. An employee whose license is suspended shall, if the suspension is in force on one or more scheduled work days, notify the Employer immediately.
- (b) Employees whose operator's license has been suspended may be laid off until such time as the license is reinstated, if there is no work available, which the Employee is qualified to perform.
- (c) In the event of a layoff due to the suspension of an operator's license the affected Employee may be offered the first available position providing he/she is able to satisfy the requirements of the position. In such a situation the Employer shall make the final determination.

ARTICLE 5 - NOTICES

- 5.01 Each Employee shall keep the Employer informed of his/her current address and phone number.

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

- (a) The Site Representative and/or the President of Local 2038, @ P.O. Box 4816, Taber, AB T1G 2E1 and the CUPE National Representative at #103, 640 Kingsway Avenue S.E., Medicine Hat, AB T1A 2W9
- (b) The Chief Administrative Officer, Town of Vauxhall,
Box 509, Vauxhall, Alberta T0K 2K0

ARTICLE 6 - DEFINITION

- 6.01 "Code" means The Labour Relations Code of the Province of Alberta.
- 6.02 "Regular rate of pay" is the rate applicable to an Employee as set out in Schedule A, exclusive of allowances and premiums.
- 6.03 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer, including:
 - (a) "Permanent Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature.
 - i) "Full-time Employee" is a regular Employee who works the full specified hours in the Hours of Work Article in this Collective Agreement;
 - ii) "Part-time Employee" is one who is hired for scheduled shifts, but whose hours of work is less than those of a full-time Employee.
 - (b) "Casual Employee" means an Employee working flexible hours according to operational requirements.
 - (c) "Probationary Employee" is a newly hired Employee who shall be on probation for the first one hundred eighty (180) calendar days from the date of hiring. During the probation 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 period without recourse to the grievance procedure except where the Employer has acted without just cause or has failed to advise the Employee of the shortcoming or infraction. After completion of the probationary period, seniority shall be effective from the original date of employment.
- 6.04 "Temporary Position" means a position made temporarily vacant due to an Employee absent from work due to vacation, illness, accident, a leave of absence or a position for a specific job that will last for less than 6 months.

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- 6.05 "Employer" shall mean the Town of Vauxhall or such Employee designated to carry out administrative duties in respect of the operation and management of the Town.
- 6.06 "Union" shall mean the Canadian Union of Public Employees Local 2038, which is party to this Collective Agreement.
- 6.07 Whenever 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.
- 6.08 The Employer shall pay all legal costs for any actions initiated against an Employee by virtue of the performance of his/her employment duties providing such actions have not been caused or resulted from the wilful and wanton misconduct or dishonest act of such Employee.

ARTICLE 7 - TEMPORARY AND CASUAL EMPLOYEES

- 7.01 Except as modified elsewhere in this article or agreement, all provisions of this Collective Agreement shall apply to temporary and casual Employees.
- 7.02 Casual and Temporary Employees shall not be entitled to benefits provided in Article 18.
 - (a) A casual or temporary Employee required to work on a Statutory Holiday shall be paid at double (2x's) times his/her basic rate of pay for all hours worked on such day.
 - (b) A casual or temporary Employee, to be paid in addition to their basic rate of pay, four (4) percent, of his/her regular earnings in lieu of their vacation and one (1) percent in lieu of Statutory Holidays.
 - (c) Part-time Employees will be the first offered additional shifts. The Employee shall have the option of working the offered shift at straight time, or refusing the work.
- 7.03 Salary rate as per Schedule "A".

ARTICLE 8 - HOURS OF WORK

The Employer will make every effort to provide hours of work as per his/her agreement, however, nothing in his/her article shall be construed as a guarantee of hours of work per day or per week.

8.01 Office Employees

Administrative Assistant
Accounting Clerk

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Financial Analyst

A regular shift shall consist of 7 & 1/2 hours between 8:00 a.m. and 4:30 p.m. excluding one (1) hour for lunch Monday to Friday.

8.02 Public Works Staff

- a) A regular and normal work week shall be five (5) days per week Monday through Friday. A regular shift shall be from 7:30 AM to 4:30 PM excluding one (1) hour for lunch.
- b) The Public Works Operator assigned to the sanitary landfill shall have a regular shift from 7:30 a.m. to 4:30 p.m. excluding one (1) hour for lunch Tuesday to Friday inclusive and Saturday from 8:30 a.m. to 4:30 p.m. including a paid lunch period to be taken onsite when able due to the matter of work.

8.03 Pool Staff

A regular shift shall not exceed any eight hours between 6:00 a.m. and 1:00 a.m. with one half (1/2) hour paid lunch (on the job) within those 8 hours. The weekly schedule shall extend from Sunday to Saturday inclusive, and shall be an average of not more than 40 hours per week.

- 8.04 The normal lunch period shall be from twelve (12) noon to one (1) p.m. each day except as where agreed to otherwise and except when otherwise designated by the Employer due to the matter of work.
- 8.05 If an Employee reports for work and is unable to commence work, due to no work being available, such Employee shall be paid two (2) hours at regular rates unless such Employee is sick and unable to work of his/her own volition.
- 8.06 Employees shall be permitted a fifteen (15) minute rest period in each half of a shift, and a fifteen (15) minute rest period is to be the total lapse of time from the time work is stopped to the time when work is commenced again. The rest period is to be taken at the place designated by the Employer.
- 8.07 Except in the case of fire, flood, sewer problems, snowstorms and such other emergency work and where practicable, the hours and days of work of each Employee shall be posted in an appropriate place.
- 8.08 An Employee called out after completing his/her regular shift or scheduled to perform routine checks on Saturday and Sunday and Statutory Holidays shall receive a minimum of two (2) hours pay at the appropriate overtime rate, and additional calls within a two (2) hour period shall for the purpose of calculation be considered as one call. The routine checks mentioned above will be at the Wastewater Lift Stations and Recreation Facility.

- 8.09 Where the Employee is notified prior to the end of his/her regular shift that overtime work is necessary, he shall be compensated at the appropriate rate of overtime for actual overtime hours worked.
- 8.10 The Employer will provide a communication system for Employees on standby.
- 8.11 Employees on Stand-By must be able to respond to an emergency or trouble call within thirty (30) minutes from the time the call is initiated.
- 8.12 An Employee who is required to be on standby shall receive, in addition to their regular daily and overtime pay twenty-five dollars (\$25.00) per day Monday to Friday inclusive and forty dollars (\$40.00) per day each for Saturday and Sunday.

Should a Holiday as outlined in Article 15.01(a) fall between Monday and Friday, an Employee on standby shall receive forty dollars (\$40.00) per day in addition to any regular daily and overtime pay.

- 8.13 All Public Works Employees shall share in the on-call duties on a rotational basis.

ARTICLE 9 - SHIFT WORK

- 9.01 "Regular Shift" shall be defined as the normally scheduled hours.
- 9.02 (a) When the Employer determines a need to change a shift schedule, affected employees shall be given five (5) working days notice in writing, of a change in shift scheduling, except where the change is for short periods due to an emergency situation.

(b) In the event of an unforeseeable circumstance which makes it necessary for the Employer to change an Employee's shift schedule for a specific job, the Employer may, by giving the Employee twenty-four (24) hours notice in writing change the Employee's schedule for the period of time it requires to complete the job that required the shift change.
- 9.03 (a) Unless mutually agreed upon, except for an emergency, Employees shall be given a minimum of twelve (12) hours rest between shifts. Where an Employee is required to return to work with less than twelve (12) hours rest, the Employee shall be paid at double (2 X's) their regular rate of pay for the first shift.

(b) When an Employee is required to return to work for one (1) or more shifts where the Chief Administrative Officer or Town Council has deemed it to be an emergency condition, the rest period may be reduced to eight (8) hours. For Employees returning to work with less than eight (8) hours rest, the first shift shall be paid at double (2 X's) their regular rate of pay.

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- (c) Employee exchanging a working schedule shift with another Employee, subject to obtaining written agreement with the other Employee and supervisor's written approval twenty-four (24) hours in advance of the requested change. Any overtime or shift bonus pay normally applicable to the shift will only apply to the Employee working that shift.

ARTICLE 10 - OVERTIME

10.01 All time worked beyond the normal workday, the normal workweek, or on a holiday, shall be considered as overtime. Overtime shall be calculated on the basis of one and one-half (1 & 1/2) times the regular rate of pay. Overtime worked in excess of four (4) hours per day or eight (8) hours per week shall be calculated on the basis of two (2) times the regular rate of pay. "Overtime is authorized by the Employer and worked by the Employee."

10.02 All time worked on an Employee's regularly scheduled day off shall be paid at the rate of one and one-half (1 & 1/2) times the regular rate of pay.

10.03 TIME OFF IN LIEU

An Employee may take time off in lieu of accumulated overtime, up to a maximum of two (2) days, at any one time, providing such time is allocated in such a manner as best suits the operation of the department. All accumulated overtime as of November 30th of each year shall be automatically paid to the Employee. Time off shall be at the equivalent overtime rate. The Employee must designate at the time of work, his/her choice of cash payout or lieu time. Employees must submit a written request for lieu time off. Such time off must be mutually agreeable between the Employee and the C.A.O. Accumulation of overtime must not exceed six (6) days off in lieu at any given time.

10.04 Where there is prior implementation of a modified or compressed work week, agreed to by the Union, overtime shall be altered to comply with the agreed hours of work, per day and per week, of the modified or compressed work week.

ARTICLE 11 - SENIORITY DEFINED

11.01 As the length of Seniority is defined continuous service with the Employer from the last date of hire.

11.02 Seniority List - the Employer shall maintain a seniority list for all positions showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union in January of each year and posted on the bulletin board in January.

11.03 Seniority for Lay-off and Recalls - In the event of a lay-off, Employees shall be laid off in the reverse order of their seniority, providing that the remaining Employees have the skills, qualifications and ability to do the work. Employees shall be recalled in the order of seniority providing they have the skills, qualifications and

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ability to do the work.

11.04 Re-engagement of Former Employees - Former Employees shall be defined as any Employee, employed by the Employer, who terminates his/her own employment. Should such Employee be later re-engaged, his/her seniority shall date from date of re-engagement.

11.05 Loss of Seniority - an Employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. An Employee shall lose seniority in the event of:

- (a) He/she is discharged for just cause and is not reinstated.
- (b) He/she voluntarily terminates his/her employment in writing.
- (c) 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 or when away without sufficient cause for one or two days on a reoccurring basis.
- (d) He/she fails to return to work within five (5) calendar 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. An Employee recalled for casual work or employment of short duration at a time when he/she is employed elsewhere shall not lose his/her recall rights for refusal to return to work.
- (e) Is laid off for a period of over one year.

11.06 Seniority shall be maintained and will not accrue after Employees have been:

- (a) On Workers Compensation for more than twelve (12) continuous months;
- (b) On unpaid sick leave more than twelve (12) continuous months;
- (c) On Long Term Disability more than twelve (12) continuous months;

ARTICLE 12 - LAY-OFF

12.01 Permanent Employees who have successfully completed the required probationary period and who are to be laid off shall be given two (2) weeks notice in writing or two (2) weeks pay in lieu. Other Employees shall be provided with notice in accordance with the terms of the Employment Standards Code and its amendments.

12.02 Where the lay-off period is less than two (2) weeks, this Article shall not apply.

12.03 Grievance on Lay-Off - In the event of a re-call from a lay-off, if the Employer is unable to contact the Employee personally, re-call shall be deemed to have been

carried out when this Employee fails to contact the Employer within five (5) working days of the receipt of a double registered letter to his/her last known address, or the double registered letter is returned to the Employer.

- 12.04 An Employee shall be considered terminated from employment, who, unless through sickness or other just cause fails to contact the Employer within five (5) working days of receipt of a double registered letter for the purpose of re-call to work, or has been on lay-off for longer than twelve (12) consecutive months.

ARTICLE 13 - HEALTH AND SAFETY

- 13.01 The Employer and the Employees shall comply with the requirements of the Occupational Health and Safety Act and regulations.
- 13.02 The Town reserves the right to establish, upon proper notification to the Union, Health Standards for its Employees and to require any Employee who desires to continue employment in his/her classification, to comply and to retain compliance with such standards. Proper notification will be deemed to be thirty (30) days prior to the implementation of the Health Standards.
- 13.03 Compliance shall be established by a medical examination conducted by a duly qualified medical doctor mutually agreed to by the Town and Employee and at the Town's expense. No permanent Employee shall suffer any loss of wages if the medical examination is conducted during regular hours of work. Failure to comply with the Health Standards shall justify the termination of the Employee.
- 13.04 Notwithstanding any of the above if there is a vacancy within a classification for which said Employee can meet the Health Standards, said Employee may be allowed to transfer into that vacancy.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

- 14.01 When a vacancy occurs or a new position is created, the Employer shall be at liberty to immediately fill the position temporarily but then shall post a notice in writing of the position so that all Employees will know about the vacancy or new position.
- 14.02 Such notices shall contain the nature of the position, and qualifications required and how and where to make application by the deadline stipulated.
- 14.03 In making promotions or staff changes and filling vacant positions within the bargaining unit, they shall be made on the basis of seniority, provided the senior applicant has the qualifications, skills, and ability to perform the work.
- 14.04 The successful applicant shall be placed on a trial period of ninety (90) days. In the event the applicant proves unsatisfactory, or finds themselves unable to perform the duties of the new classification shall be returned to his/her former position and wage rate without loss of seniority.

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ARTICLE 15 – HOLIDAYS

- 15.01 (a) The following shall be holidays for which Employees shall receive regular pay:

New Year Day	Good Friday	Easter Monday
Victoria Day	Canada Day	August Civic Holiday
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	Family Day ¹

- (b) Statutory Holiday Pay - Part-time Employees

Where a Statutory Holiday falls on an Employee's regular working day and the Employee is not required to work he/she shall be paid their regular scheduled hours.

- 15.02 All holidays declared or proclaimed by the Town of Vauxhall, 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.

If an Employee is scheduled or required to work on any of the above mentioned holidays, shall be paid the regular rate of pay for the holiday, plus two (2) times the regular rate of pay for all hours worked. If a Holiday as outlined in Article 15.01(a) falls on an Employee's regular day off he/she shall be entitled to an extra day's pay for it.

- 15.03 To be eligible for holiday pay the Employee must work the regularly scheduled day immediately preceding such holiday and the regularly scheduled day immediately thereafter unless absent with permission of the Employer.

ARTICLE 16 - ANNUAL VACATIONS

- 16.01 All permanent Employees shall be granted paid vacations in accordance with the following schedule:

Length of Continuous Service Entitlement

Less than two (2) years	One (1) day per month or major portion thereof worked to maximum of ten (10) days per annum.
After two (2) years	Fifteen (15) working days.
After eight (8) years	Twenty (20) working days.

¹ For as long as it is legislated by the Province of Alberta.

After fifteen (15) years	Twenty-five (25) working days.
After twenty (20) years	Thirty (30) working days.

Entitlement shall be calculated from the date the Employee commenced his/her continuous service. In the case of part-time Employees working less than a five (5) day week, their annual vacation entitlement with pay will be based on the weekly work schedule and hours, that is, if regular schedule is three (3) days, twenty-one (21) hours per week, then one week entitlement is three (3) working days.

- 16.02 Paid holidays which fall during an Employee's vacation, may be taken in addition to vacation either immediately prior to/or immediately after said vacation.
 - 16.03 Vacations may be broken into one-week periods only, and may or may not be consecutive to a maximum of two (2) weeks during the months of June and July. However, in special circumstances, upon the approval of the CAO, additional vacation may be taken during these months. Upon request individual vacation days may be approved by the CAO.
 - 16.04 Requests for vacations must be submitted to the Employer by April 30. The approved vacation schedule will be determined by seniority.
 - 16.05 Vacation scheduled over Christmas will be rotated by seniority, to provide each Employee the opportunity to spend Christmas with his/her families.
 - 16.06 Employees who wish to split their vacation period shall not be permitted a second choice until all Employees have had their first choice.
 - 16.07 Employees may carry up to two weeks vacation over into the next year with approval of the Employer. If an Employee has not taken or scheduled their holidays by September 30th, the Employer will schedule their vacation period for the Employee.
 - 16.08 (a) Requests for vacation periods outside of that mentioned above shall be submitted to their immediate supervisor in writing not less than two (2) weeks prior to commencement of vacation.

(b) Requests for vacation pay cheques shall be made two (2) weeks in advance of the first day of the vacation period.
 - 16.09 Employees who normally perform standby as provided under Article 8.12, will normally be required to complete or attend their standby function as scheduled whether this is prior to, or upon return from annual vacation.

For example, where an Employee is scheduled for standby on Saturday and Sunday prior to commencing annual vacation on the Monday, his/her vacation does not commence until said standby period is completed. Similarly, if a weekend standby is scheduled on the last weekend of an Employee's vacation, is expected to

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be available Friday p.m. Under no circumstance will an Employee be required to work standby on both weekends commencing and completion of vacation.

The above may, upon mutual agreement, be modified providing there is mutual agreement between the Employee and his/her immediate supervisors.

- 16.10 If an Employee books all of his/her holidays between November 1 and April 30 will receive a bonus of one additional week (5 days) of holidays. This bonus will not be prorated. If any holidays are taken outside of this period there will be no partial bonus.

ARTICLE 17 - LEAVE OF ABSENCE

- 17.01 (a) Leave of absence will be granted only insofar as the operation of the Town will permit, and the period of absence shall not exceed three (3) months and be without pay.

"An Employee shall be entitled to leave of absence without pay and without seniority when requests such leave for good and sufficient cause." The Employee shall apply in writing to the immediate supervisor at least five (5) working days prior to the beginning date of the leave. The immediate supervisor shall make a decision on the application within two (2) working days of receipt of the application. In emergency situations, time limits may be waived.

- (b) Where permission has been granted to a representative of the Union to leave his/her employment temporarily with respect to a grievance, they shall suffer no loss of pay for the time so spent.

- 17.02 Leave of absence without pay and without loss of seniority may, subject to operational requirements, be granted to one Employee elected or appointed to attend Union Conventions or Seminars. Such time shall not exceed ten (10) working days in any one calendar year. Union request for such leave shall be in writing to the C.A.O. of the municipality not less than fourteen (14) days prior to the convention or seminar. Leaves shall not be unreasonably denied.

- 17.03 Providing twenty four (24) hours prior notice is received the Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an Employee the difference between his/her normal earnings and the payment he/she receives for jury service excluding payment for travelling, meals or other expenses. The Employee will present proof of service and the amount of pay received. Time spent by an Employee required to serve as a court witness in any manner arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

17.04 Sick Leave

- (a) Permanent full time Employees shall be entitled to sick leave of one and one



half (1 & 1/2) days per month to a maximum of eighteen (18) days. Any unused portion on December 31st of any calendar year will be carried over into the next calendar year and shall be accumulated to a maximum of one hundred and nineteen (119) calendar days.

- (b) Permanent part time Employees working and or scheduled less than full time shall be calculated at six point five (6.5%) percent of earnings with the same accumulation as permanent full time Employees.
- (c) For any illness exceeding three (3) days duration, the Employer may request a Doctor's Certificate and will pay for any charges incurred in obtaining the certificate.
- (d) The Employer shall maintain an accumulated sick list and publish this every January of each year. This can be done in conjunction with proposed Article 11.02 (Seniority List).
- (e) Payment for illness that starts prior to, during, or immediately following an Employee's scheduled vacation shall be paid accordingly when substantiated by a Doctor's Certificate.
- (f) Family Leave - where no one other than the Employee is able to provide for the unexpected needs or medical appointments of their family, the Employee shall be entitled, after notifying his/her immediate supervisor, to use up to three (3) days of his/her sick leave per year for this purpose.

For this Article family is defined as spouse, child or parent.

- (g) Employees who take time away from work for medical, dental, optical appointments shall have such deducted from their sick leave accumulation in one (1) hour increments.
- (h) If an Employee does not use any sick days in a calendar year they shall receive two (2) additional vacation days the following year.

17.05 Bereavement Leave – An Employee shall receive three (3) regularly scheduled working days without loss of wages to attend the funeral in the case of the death of a parent, step-parent, guardian, fiancée, spouse, in-law, sibling, step-sibling, child, step-child, aunt, uncle, niece or nephew. Spouse shall include wife, husband, common-law or same-sex partner. In the event of the death of another relative or close friend, the Employer may grant up to one day off with pay to attend the funeral services.

Bereavement leave shall be extended by an additional two (2) regularly scheduled working days without loss of wages if the Employee is required to travel in excess of



two hundred (200) kilometres one way from his/her residence in order to attend the funeral of any of the relatives noted above.

Bereavement leave shall be extended by an additional two (2) regularly scheduled working days without loss of wages in the event of the death of an Employee's spouse, child, parent or sibling.

The above shall also be deemed to include relatives of Employee's spouse.

- 17.06 One (1) day shall be granted without loss of wages to attend a funeral as a pallbearer provided notice is given 24 hours in advance. There will be only one use made of this provision per calendar year unless extenuating circumstances justify otherwise.
- 17.07 In addition to the above-specified days leave with pay, additional time as may reasonably be necessary may be granted without pay with the provisions that all applications for such extensions must be submitted at the time of the original request, unless extenuating circumstances justify otherwise.
- 17.08 Education Leave - Where it is necessary for an Employee to take leave of absence in order to attend education conferences, or sessions, or to write examinations to improve his/her qualifications, and where such will be of a benefit to the Employer, such leave shall be given without loss of regular pay or seniority, providing the Employee has received prior permission of the Employer. Such requests and approval shall be made in writing.

ARTICLE 18 - BENEFITS

- 18.01 (a) All permanent Employees shall be entitled to coverage under the following:
Medical and health Benefits:

1. Extended Health Care
2. Life Insurance at double the Employee's wage
3. Long Term Disability **
4. Dental
5. Employee Assistance Program

Hospital room semi- private level, additional benefit payout per day for a private room, private nursing care up to a pre- determined amount over a period of years, prescription drugs, ambulance, out-of-province benefits, hearing aids.

** To pay out a benefit of two-thirds (2/3) of salary commencing on the one hundred and twentieth (120) day of sickness.

- (b) Permanent part time Employees working a minimum of fifteen (15) hours per week shall be entitled to coverage on a prorated basis.
- (c) Notwithstanding 18.01(b) should a permanent full time employee(s) employed with the Town of Vauxhall as of January 1, 2013 reduce their hours to part time the Employer will retain the same benefit coverage for said Employee(s) as if they had remained full time.
- 18.02 (a) The Employer will pay premiums on the benefit plan according to the following schedule for permanent full time Employees:
- | | Employer | Employee |
|----------------------|----------|----------|
| Extended Health Care | 100% | |
| Life Insurance | 100% | |
| Long Term Disability | | 100% |
| Dental Plan | 80% | 20% |
| Employee Assistance | 100 % | |
- (b) The Employer will pay premiums on the benefit plan according to the following schedule for permanent part time Employees:
- | | Employer | Employee |
|----------------------|----------|------------------------------|
| Extended Health Care | 50% | 50% |
| Life Insurance | 100% | |
| Long Term Disability | | 100% (min 20 hours required) |
| Dental Plan | 50% | 50% |
| Employee Assistance | 100% | |
- 18.03 If an Employee is injured in an accident unrelated to his/her employment with the Employer, or if an Employee is sick and is not entitled to any sick leave credits as provided, the Employee may if so chooses, contribute 100% of the premiums payable in relation to the medical and hospital benefit plans or the benefit plans mentioned in Article 18.01 in order to maintain his/her coverage or entitlement under these plans.
- 18.04 An Employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is covered by The Worker's Compensation Act, shall be paid at the regular rate which was paid before such injury, provided that he/she assigns to the Employer the amount payable to him/her by The Worker's Compensation Board.

At such time as the Worker's Compensation Board certifies that the Employee is able to return to work, or if The Board grants a partial or total disability pension, then

no further benefits shall be payable by the Employer under this section.

The Employer shall discontinue this benefit after the Employee has been off the job for one (1) year.

18.05 Coverage for benefits listed in Section 18.01 shall commence in the first (1st) day of the calendar month following ninety (90) days of continuous employment with the Employer.

18.06 Local Authorities Pension - In addition to Canada Pension Plan, every eligible Employee shall participate in the Local Authorities Pension Plan. The Employer and the Employee shall make contributions in accordance with the provisions of the plan.

18.07 The Employer will provide each permanent Employee two hundred (\$200.00) dollars per year to be used towards a Healthy Lifestyle Activity. This benefit must be used each year with no carry forward.

ARTICLE 19 - CLOTHING, TOOLS AND EQUIPMENT

19.01 Gloves, hard hats and safety rubber boots will be supplied to Employees assigned to the duties requiring their use in accordance with Occupation Health and Safety Act.

19.02 Permanent outside Employees will be supplied with one (1) pair of regular coveralls and one (1) pair of winter coveralls per year which shall be replaced based on inspection and need determined by the Town Foreman. Coveralls are to be worn only while undertaking town duties.

19.03 The Employer agrees to reimburse once per year, upon proof of purchase, an Employee a maximum of one hundred & fifty (\$150.00) dollars toward the purchase of a pair of new (green tab) C.S.A. approved safety toed boots. Outside Employees shall wear C.S.A. approved footwear at all times. An Employee who reports to work with unauthorized footwear will be sent home and pay docked for time away from work.

19.04 The Employer shall supply tools and equipment required by Employees in the performance of their duties.

19.05 The Employee who is on standby, providing they reside within a five (5) km radius of the Town of Vauxhall, will be allocated the use of a Town Vehicle for Town work only and shall be permitted to keep the said vehicle at his/her residence during this period. The said vehicle will be used for Town use only.

ARTICLE 20 - SHOP STEWARDS

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- 20.01 The Site Representative and Shop Steward(s) are accepted in principle by the Employer. The Union shall provide a list to the Employer of the current Site Representative and the Shop Steward(s) and they shall be recognized by the Employer and either one may be part of the Grievance Procedure provided that the number of Shop Steward(s) shall not exceed one (1) plus one (1) alternative for every fifty (50) or fraction thereof of the Employees covered by this agreement.
- 20.02 The Union shall notify the Employer of any changes in the designated Site Representative and Shop Steward(s) within seven (7) days of a change.
- 20.03 **RIGHTS OF SITE REPRESENTATIVE and SHOP STEWARD(S)** - The Union shall have the right to have the assistance of one representative of the Canadian Union of Public Employees in dealing with or negotiating with the Employer. Such representative shall not be denied reasonable access to the Employer's premises in order to investigate and assist in the settlement of a grievance, taking into consideration operation necessities. No grievance handling or union activity shall take place on Employer's property, at work sites or during working hours without the required permission, in writing, of the supervisor designated by the Employer as being responsible for the work in that area. Such permission shall not be unreasonably withheld.

ARTICLE 21 - GRIEVANCE PROCEDURE

- 21.01 It is the mutual desire of the parties that a complaint of an Employee shall be resolved as promptly as possible. It is understood that an Employee has no grievance until has first discussed his/her complaint with his/her immediate supervisor without satisfactory resolve. The Steward or designate may accompany the employee. Should any differences 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 differences without undue delay, in the following manner:

No grievance shall be considered where circumstances giving rise to the grievance should reasonably have been known to the Employee more than thirty (30) working days prior to discussing the matter with his/her Supervisor.

- 21.02 Failing satisfactory settlement the following grievance procedure shall apply:

STEP 1 - an Employee(s) who believes himself/herself to be aggrieved shall, through the Union , within ten (10) working days, take up the matter in writing with his/her immediate Supervisor and attempt to solve the grievance. The Site Representative or Shop Steward may accompany the employee, provided the Supervisor has been given notice.

STEP 2 - failing satisfactory settlement at Step 1, the Employee(s) concerned, together with the Union, shall within ten (10) working days after receiving the Supervisor's decision, submit the matter in writing to the Chief Administrative Officer

Supervisor's decision, submit the matter in writing to the Chief Administrative Officer or his/her designate. A hearing shall take place within ten (10) working days from the date that the grievance was submitted at this step. A written decision on the grievance, together with reasons, will therefore be given to the Union within ten (10) working days of the hearing.

STEP 3 - if this grievance is not settled, the Union shall submit the matter in writing to the Town Council Personnel Committee within ten (10) working days of receiving the C.A.O.'s or his/her designates decision. The Town Council Committee shall, within ten (10) working days after its next regular meeting, make its decision in writing to the Union.

Prior to moving the grievance into Arbitration the parties may by mutual agreement, decide in writing, to submit the matter to Grievance Mediation. Should such an option be considered, time limits under Step Three would be waived, and cost of the mediator would be shared on an equal basis between the parties.

21.03 POLICY GRIEVANCE - Where a dispute, involving a question of general application or interpretation occurs, or where the Union/Employer has grievance, Step 1 of the Grievance Procedure may be by-passed by mutual agreement.

21.04 EXTENSION OF TIME LIMITS - Time Limits in the grievance procedure may be extended by mutual agreement between the Employer and the Union confirmed in writing.

21.05 The Union shall have the right to bypass Step 1 in the Grievance Procedure if the grievance is against the CAO.

ARTICLE 22 - ARBITRATION

22.01 Should a grievance not be settled through the Grievance Procedure, the matter would then be referred to arbitration in accordance with the Alberta Labour Relations Code.

22.02 Parties may, by mutual agreement choose to have the matter come before a Single arbitrator or a Board of Arbitration.

22.03 EXPENSE OF THE BOARD - each party shall pay:

1. The fees and expenses of the Arbitrator it appoints.
2. One half (1/2) of the fees and expenses of the Chairman.
3. No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

ARTICLE 23 - NO STRIKES; NO LOCK-OUTS

23.01 In view of the orderly procedures established this Agreement for the settling of disputes in the handling of grievances, the Union agrees that, during the life of this

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Agreement, there shall be no strikes, and the Employer agrees that there shall be no lock-outs.

23.02 Interpretation shall be in accordance to the Labour Relations Code.

ARTICLE 24 - JOB CLASSIFICATION AND RE-CLASSIFICATION

24.01 Any Employee assigned to train in a higher classification and working under the supervision of a person in that classification, shall receive such training at his/her listed payroll rate of pay.

24.02 Any Employee required to perform the duties of a higher classification shall be paid the rates of the higher classification except where the performance of this higher classification is not greater than five (5) days. If the higher classification is for a longer period than five (5) days the Employee shall receive full pay for the time is employed in the higher classification. Any Employee required to perform the duties of a classification for which a lower wage has been established shall continue to be paid at the rate established for the classification under which is listed on the payroll.

24.03 When the duties in any classification are changed requiring new and additional skills 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 Union. If the parties are unable to agree on the pay of the job in question, within the first fourteen (14) days of the first notification, such dispute shall be submitted to grievance, mediation, and/or arbitration. The new rate shall be retroactive to the time the position was first filled by the Employee. No monies will be collected from the Employee if the new rate established by arbitration, is lower than the rate initially established.

If the Employer and the Employees cannot agree on whether or not a new position is within the scope of collective bargaining, the matter shall be referred to the Alberta Labour Relations Board for determination.

24.04 Establishing Number of Employees - the Employer reserves the right to establish the number of Employees required in each classification.

24.05 Sub-Foreman

When the Town Foreman is absent for more than five (5) consecutive days, then a sub-foreman will be appointed by the Town Foreman.

When an Employee is appointed to the position of relief or sub-foreman, the Employee shall be paid ten percent (10%) per hour of their current rate of pay over and above his/her regular rate of pay for all hours worked.

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24.06 JOB CLASSIFICATIONS

Public Works Operator 1

One time Employer paid mandatory AWWOA Entry Level training within the 1st year of employment. Responsible for general maintenance (including administrative duties such as recordkeeping and maintenance scheduling) and operation of light duty equipment such as weed -whackers, mowers, shop tools, pick-up trucks and skid steers, mowing of parks and open areas. Landfill duties including compliance of all Codes of Practice and Operations Plan, weekly garbage pick-up, utility readings, not responsible for but assist in utility repairs and must have a valid operator's licence.

Public Work Operator 2

Responsible for Public Works Operator I duties, including mandatory training, as well as maintenance and operation of medium sized equipment such as loaders, backhoes, street sweeper, single axel trucks, must have a valid operator's licence with a Q endorsement.

Public Works Operator 3

Responsible for Public Works Operator I and II duties, including mandatory training, as well as maintenance and operation of large-heavy equipment such as grader, tandem axle truck or larger trucks and large specialized equipment.

Sub Foreman

An Employee assumes this position in the absence of the Foreman and works under the general direction of the C. A. O. He/she supervises work performed by Employees assigned to him and is required to prepare daily reports of jobs performed. He is also required to work with Employees under his supervision and control.

Administrative Assistant

Responsibilities include managing agendas, schedules, attendance at meetings, preparation of minutes; assist with research and organizing special projects. General clerical and other related duties also act as back-up for other administration staff as required.

Accounting Clerk

Responsibilities include customer service and performance of daily tasks required to maintain A/P, A/R, Utilities and Tax sub-ledgers. Assist with land and sub division authority, general clerical and other related duties and act as a back-up for other administrative staff as required.

Financial Analyst

Responsibilities include tasks required for preparation of financial statements such as review and analysis of variances, journal entries, reconciliations, administration of payroll and benefits. Maintain TCA records and schedules. Assist with general clerical, customer service and other related duties and act as back-up for other

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administrative staff as required.

ARTICLE 25 - NOTICE OF TERMINATION

25.01 All Employees shall be required to give notice of termination, where possible, in writing to their immediate supervisor two (2) weeks prior to their last working day.

ARTICLE 26 - DISCIPLINE AND DISCHARGE

26.01 Whenever the Employer deems it necessary to discipline an Employee in a manner indicating that suspension or dismissal may follow any further infraction as may follow if such Employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such discipline and the infraction and/or substandard performance to the Employee involved with a copy to the Union. The Employee's reply to such complaint will be included on or attached to the disciplinary report and become part of the record.

26.02 Adverse reports, letters of reprimand, disciplinary reports including suspension shall not be used against an Employee at any time after twenty-four (24) months following the date of the report, letter or suspension.

26.03 The Employer may discipline or dismiss for just cause.

ARTICLE 27 - TERMS OF AGREEMENT

27.01 Any changes deemed necessary by either party may be made by mutual agreement during the life of this collective agreement.

27.02 This agreement shall be effective from January 1, 2013 to December 31, 2014, or from year to year thereafter unless either party chooses to open the contract. If either party so chooses they must give notice of their intention to commence collective bargaining, in writing to the other party, not more than 120 days nor less than 60 days prior to the expiry or anniversary expiry date of the agreement.

27.03 The Employer and the Union agree, should the notice to bargain be given by either the Employer or the union, this collective agreement shall not cease to operate but will continue to operate until a replacement or renewal collective agreement is entered into between the parties or until a strike or a lockout occurs.

ARTICLE 28 – UNION DUES

28.01 Deduction of Union Dues - the Employer shall deduct from the gross earnings of each Employee covered by the Collective Agreement monthly amounts equal to the



monthly membership dues as it advised by the Union. Such deductions shall be forwarded to the authorized representative of the Union no later than the fifteenth (15) day of the month following and shall be accompanied by a list of those Employees from who deductions have been made and the amounts of Union dues deducted and gross earnings of each Employee. Such lists shall indicate newly hired and terminated Employees.

The Union agrees to indemnify and save the Town of Vauxhall harmless against any claim arising out of the application of this Article.

- 28.02 The Union shall advise the Employer in writing of any change in the amount of dues to be deducted from the Employees covered by this collective agreement. Such notice shall be communicated to the Town at least thirty (30) days prior to the effective date of the change.

SIGNED this 14 day of May 2013

ON BEHALF OF

The Town of Vauxhall
Province of Alberta

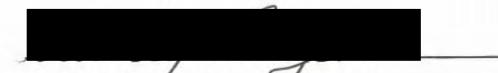
ON BEHALF OF

The Canadian Union of Public
Employees Local 2038









SCHEDULE "A"
EMPLOYEE WAGE RATES

	January 1, 2013	January 1, 2014
Public Works Operator 1	19.80	20.39
Public Works Operator 2	21.39	22.03
Public Works Operator 3	22.65	23.33
Administrative Assistant	18.09	18.63
Accounting Clerk	22.65	23.33
Financial Analyst	24.95	25.69
Temporary /Casual/Summer Staff	14.52	14.96

Differential between job rate and start rate (probationary period),for permanent Employees, to be one dollar and fifty (\$1.50) cents.

The Town reserves the right to adjust employee positions if an employee, through no fault of the Town, no longer qualifies for duties as stipulated.



LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE Local 2038

(hereinafter referred to as the "Union")

AND

Town of Vauxhall

(hereinafter referred to as the "Employer")

The Union and Employer agree to maintain the Out-of-Schedule wage rates for Mindy Dunphy and Danny Dunn. A special adjustment was bargained for Mindy Dunphy and Danny Dunn in the January 1, 2009 to December 31, 2010 Collective Agreement between the Union and Employer.

The parties agreed that Mindy Dunphy's wage rate was to be adjusted by \$0.25 per hour prior to applying the general wage increase on January 1, 2009. As a result, her wage was adjusted to \$21.19 per hour as of January 1, 2010. Accordingly, the general wage increases of 2.5% on January 1, 2011 will be applied to the \$21.19 per hour rate. The Out-of-Schedule rate will apply to Mindy Dunphy until she vacates her current position or the parties agree to make further changes.

The parties agreed that Danny Dunn's wage rate was to be adjusted by \$0.50 per hour prior to applying the general wage increase on January 1, 2009. As a result, his wage was adjusted to \$20.27 per hour as of January 1, 2010. Accordingly, the general wage increases of 2.5% on January 1, 2011 will be applied to the \$20.27 per hour rate. The Out-of-Schedule rate will apply to Danny Dunn until he vacates his current position or the parties agree to make further changes.

Signed this 13 day of May 2013

SIGNED ON BEHALF OF UNION

[REDACTED]
[REDACTED]
[REDACTED]

DATE May 14/13

SIGNED ON BEHALF OF
EMPLOYER

[REDACTED]
[REDACTED]

DATE May 14/13

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE Local 2038
(hereinafter referred to as the "Union")

AND

Town of Vauxhall
(hereinafter referred to as the "Employer")

COMPRESSED WORK WEEK

Compressed Work Week: A full time (37.5 hours/week) schedule is compressed into 4 workdays with an identified day off. For example, an employee works three 9.5 days and one 9 hour day (add a 30 minute or 1 hour lunch). The days in which the employee works will be identified and agreed upon with their immediate supervisor. No workday shall be longer than 9.5 hours.

The Supervisor provides each of the office employees the option to participate in the compressed workweek. Once the Supervisor knows the interest, the Supervisor will review the schedules to ensure department coverage during the Monday-Friday workweek.

Further conditions of the proposed compressed workweek:

- The workdays shall be no more than 9.5 hours per day and not exceeding 37.5 hours for the week, or based on hours per month (ex. 22 working days per month X 7.5 normal working day = 165 hours).
- Must take at least a 30-minute unpaid lunch break.
- The majority of the hours worked must fall between 8:00am and 4:30pm to ensure customer satisfaction.
- No overtime will be paid for hours worked over 7.5 hours per day while exercising the compressed workweek.
- The arrangement can be discontinued at any time at the discretion of the Supervisor or CAO if the arrangement does not meet the operational needs of the department and/or the employee fails to comply with the completed and approved compressed workweek agreement.
- The employee must maintain the expected quantity and quality of work.
- The employee must maintain acceptable attendance.
- The employee understands this is not a contract of employment and does not supersede the terms of existing employment.
- The employee or employer must give 14 days notice to terminate the compressed workweek.
- The employee must ensure the availability for required meetings or in order to perform assignments.
- Holidays are based on a 7.5 hour day, for employees on a compressed workweek. Other time may be made up if necessary.
- Vacation/sick time will be paid out on a 7.5 hour day basis.

By signing this agreement, the employee certifies that he/she has reviewed, understands and agrees to abide by the compressed workweek conditions.

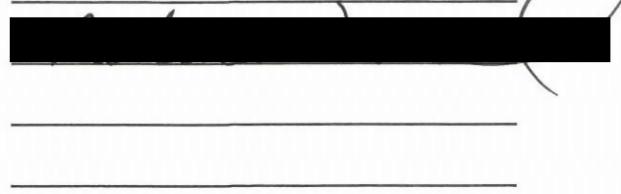
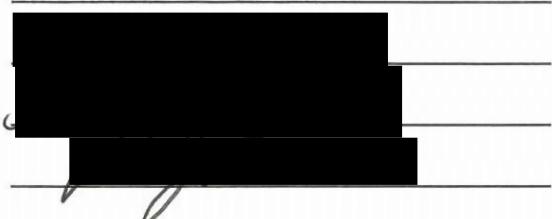
Acknowledgement

Employee _____ Date _____

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SIGNED ON BEHALF OF UNION

SIGNED ON BEHALF OF EMPLOYER



DATE May 14/13

DATE May 14/13

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE Local 2038
(hereinafter referred to as the "Union")

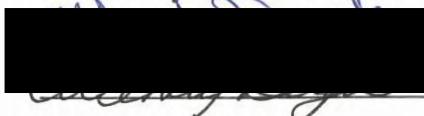
AND

Town of Vauxhall
(hereinafter referred to as the "Employer")

The Town and the Union believe that having students experience the work of Municipal Employees is of value to the community, however, we also believe that such work experience should not unduly disrupt the work of the Town. Accordingly, where the Town agrees to accommodate requests for student work experiences, such work experience will not result in a layoff or reduction in the normal hours or remuneration of a Union Employee. The Town and the Union agree that summer student employment grant programs fall under this Letter of Understanding.

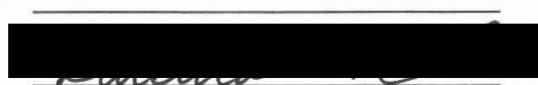
Signed this 14 day of May 2013

SIGNED ON BEHALF OF UNION

DATE May 14/13

SIGNED ON BEHALF OF
EMPLOYER




DATE May 14/13

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE Local 2038
(hereinafter referred to as the "Union")

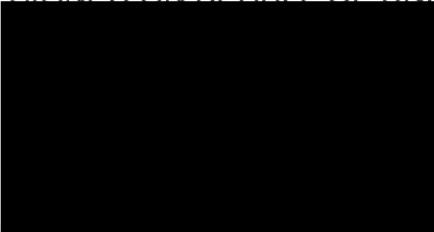
AND

Town of Vauxhall
(hereinafter referred to as the "Employer")

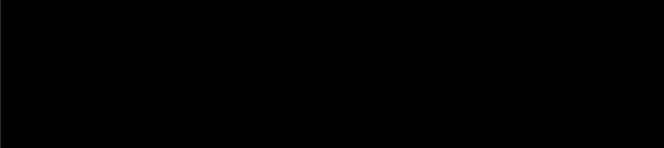
WATER TREATMENT PLANT CLOSURE

Until the full takeover of the Water Treatment Plant scheduled to be done in 2013, all Articles that reference the Water Treatment Plant in the January 1, 2011 – December 31, 2012 Collective Agreement will remain in effect regardless of any agreed to deletions currently negotiated.

Signed this 14 day of May, 2013

SIGNED ON BEHALF OF UNION



DATE May 14/13

SIGNED ON BEHALF OF
EMPLOYER


DATE May 14/13

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE Local 2038

(hereinafter referred to as the "Union")

AND

Town of Vauxhall

(hereinafter referred to as the "Employer")

Due to the transfer of the Water Treatment Plant the Town of Vauxhall no longer requires PW Operator 3's with Utility Operator 1 or 2 Certificates. Mr. Cawley is currently the only individual employed by the Town of Vauxhall in this classification and a separate wage settlement needed to be addressed. Therefore, the parties agree to the following.

Upon complete divestiture of the Water Treatment Plant scheduled for April 2013, Curtis Cawley's hourly wage will drop to that of a PW Operator 3 of \$22.65/hour plus .80¢ per hour for a total wage of \$23.45.

On January 1, 2014 Mr. Cawley will receive the rate of a PW Operator 3 of \$23.33/hour plus .65¢ per hour for a total wage of \$23.98.

The Town of Vauxhall has put in place an incentive program of \$600 per year per certification for the Level 1, Level 2 and Level 3 Waste Water certificates which will be paid monthly on a prorated basis.

Signed this 13 day of May 2013

SIGNED ON BEHALF OF UNION

SIGNED ON BEHALF OF EMPLOYER

[Redacted signatures]

[Redacted signatures]

DATE May 14/13

DATE May 14/13

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE Local 2038
(hereinafter referred to as the "Union")

AND

TOWN OF VAUXHALL
(hereinafter referred to as the "Employer")

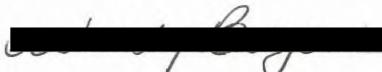
Temporary Pay for Higher Duties

In recognition of assuming higher duties during the vacancy of a Full-time Administrator, the Union and the Employer agree as follows:

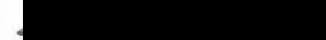
1. Effective March 17, 2014 the position of Accounting Clerk held by Melinda Dunphy shall receive an additional five hundred dollars (\$500.00) per month (pro-rated for partial months) above her regular wages until the position of a Full-time Administrator is filled.
2. Effective March 17, 2014 the position of Financial Analyst held by Wendy Bergen shall receive an additional five hundred dollars (\$500.00) per month (pro-rated for partial months) above her regular wages until the position of a Full-time Administrator is filled.

Signed this 2 day of July 2014.

SIGNED ON BEHALF OF UNION



SIGNED ON BEHALF OF EMPLOYER



DATE July 2, 2014

DATE July 2, 2014