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# COLLECTIVE AGREEMENT

between

CANADIAN UNION OF PUBLIC EMPLOYEES

**CUPE** Local 2800

and

VILLAGE OF NOBLEFORD

January 1, 2011 to December 31, 2014



Canadian Office & Professional Employees  
Local #491 JS/LRC

April 19, 2011

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# COLLECTIVE AGREEMENT

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2800**  
(hereinafter referred to as the "Union")

- AND -

**VILLAGE OF NOBLEFORD**  
(hereinafter referred to as the "Employer")

## ARTICLE 1: PURPOSE

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

## ARTICLE 2: DEFINITIONS

- 2.01 Permanent Full-time Employee  
A permanent full-time Employee shall mean an Employee who is regularly required to work a minimum of thirty-five (35) hours of work or more and who has successfully completed a probationary period.
- 2.02 Permanent Part-Time Employee  
A permanent part-time Employee shall mean an Employee who works less than the full-time hours and who has successfully completed a probationary period.
- 2.03 Casual Employee  
A casual Employee shall mean an Employee who is hired to work in an 'as needed basis' to fill in, in cases where an Employee may be absent from work due to vacation, sickness, injury, leave of absence, or where there is a need for extra help during periods of work overload.
- 2.04 Employer  
Employer shall mean the Village of Nobleford.
- 2.05 Workweek  
Workweek shall be defined in Article 12.01

### **ARTICLE 3: RECOGNITION**

- 3.01 The Employer recognizes the Canadian Union of Public Employees, Local 2800, as the sole bargaining agent for all Employees as specified in the Alberta Relations Certificate No. 49-2003.
- 3.02 The Employer agrees not to bargain collectively or individually with any other labour organization affecting the Employees covered by this Agreement.
- 3.03 No Employee covered by this Agreement shall be asked or allowed to make a written or verbal agreement with the Employer, which may be in conflict with the terms of this Agreement.
- 3.04 If the Employer and the Union cannot agree on whether or not a new position is within the jurisdiction of Certificate No. 49-2003, the matter shall be referred to the Alberta Labour Relations Board for determination.

### **ARTICLE 4: TERMS OF AGREEMENT**

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

### **ARTICLE 5: MEMBERSHIP**

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

## **ARTICLE 6: MANAGEMENT RIGHTS**

6.01 The Employer reserves the right to exercise the regular and customary functions of management; and to retain those residual rights of management not specifically limited by the expressed terms of this Agreement.

Including the right to:

- (a) Maintain order, discipline, efficiency, and to make, alter and enforce from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
- (b) Direct the work force and to create new positions and to determine the number of Employees, if any, needed from time to time in any position, and to determine whether or not a position will be continued or declared redundant;
- (c) Hire, promote, classify, transfer, lay off and recall Employees; and
- (d) Demote, discipline, suspend or discharge

## **ARTICLE 7: LABOUR-MANAGEMENT RELATIONS**

7.01 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall supply the Employer with the names of its Officers, Shop Stewards and other committee members.

7.02 A maximum of two (2) Employees shall be paid at their basic rate of pay during Collective Agreement negotiations, when negotiation meetings are held during working hours and such costs shall be billed to the Union as per Appendix B of this Agreement. The time of such meetings is to be mutually agreed to by the parties to this contract.

7.03 No Union activity, other than grievance handling as set out in the Grievance Procedures, or negotiations involving both the Village and the Union, shall take place during working hours on Village property without the prior approval of the Employer.

7.04 Either party to this Agreement reserves the right to external representation at all times for the purpose of negotiation and interpretation of the Collective Agreement.

## **ARTICLE 8: GRIEVANCE PROCEDURE**

### **8.01 Definition of a Grievance**

"Grievance" shall mean any difference concerning the interpretation, application, operation, or alleged violation of this Agreement.

### **8.02 Presence of Shop Steward**

An Employee may have a Shop Steward or Union representative present when discussing a grievance.

### 8.03 Meetings Without Loss of Pay

No more than the Grievor(s) and the Shop Steward may attend grievance meetings without loss of pay.

Notwithstanding 8.03 (above), when a grievance is first raised a decision shall be made whether it is likely to be resolved in fifteen minutes or less. If it can be resolved quickly, the meeting may proceed. If, it will likely take more than fifteen minutes to resolve, the grievance meeting shall be scheduled for outside of normal working hours.

### 8.04 Shop Stewards Leaving the Work Site

A Shop Steward shall not leave his/her place of work to discuss a grievance with the Employer or an Employee(s) during working hours without first notifying the Chief Administrative Officer (CAO).

### 8.05 Recalls, Health and Safety, Dismissals, Layoffs

In the case of recalls, dismissals and layoffs, the grievance shall be initiated at Step 2 of the Grievance Procedure.

### 8.06 Health and Safety Grievances

In the case of a grievance regarding a matter of health and safety, the procedure and timelines for the grievance shall be amended as follows:

Step 1 The Employee raising the grievance shall do so within 2 working days of the date they first became aware of the occurrence.

The CAO shall advise the Employee of his/her decision within two (2) working days of the date the matter was first discussed.

Step 2 Whether the grievance is resolved at Step 1 or not, the CAO shall report on the grievance to the next meeting of Village Council after making his/her decision. The Union shall be advised of the next Village Council Meeting and shall have the opportunity to make a presentation regarding the matter.

If the grievance was not resolved at Step 1, Village Council shall make a decision regarding the grievance at that meeting and shall submit its decision, in writing within three working days after the meeting with a copy to the CAO, the National Representative, and the Shop Steward. The Union agrees with the Employer's counter proposal of November 18, 2003.

### 8.07 General or Policy Grievance

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

### 8.08 Replies in Writing

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

## 8.09 Settling of Grievances

Grievances shall be processed in the following manner:

Step 1 An Employee who believes that they have a problem arising out of the interpretation of the Collective Agreement shall first discuss the matter with their CAO within seven (7) working days of the date they first became aware of, or reasonably should have become aware of, the occurrence. The Employee shall have the right to be accompanied by a Shop Steward or Local Union Officer while discussing the matter with their CAO. A sincere attempt shall be made by both parties through discussion to resolve the problem at this level. The CAO shall advise the Employee of their decision within seven (7) days of the date the matter was first discussed.

Step 2 If the grievance is not resolved in Step 1 the grievance may, within ten (10) working days after receiving the decision, be filed, in writing, with Village Council. The Union shall be advised of the next Village Council meeting and shall have the opportunity to make a grievance presentation. Village Council shall submit its decision, in writing, within ten (10) days after the grievance presentation, with a copy to the CAO, the National Representative, and the Shop Steward.

Step 3 If the grievance is not settled in Step 2 either party may proceed, within ten (10) working days of receiving the written decision, to submit the grievance to Arbitration.

## 8.10 Arbitration Procedure

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

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

## 8.11 Expenses of the Board

Each party shall pay:

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

## 8.12 Single Arbitrator: The parties may:

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

### 8.13 Amending of Time Limits

Should the Employer or the Union fail to comply with any time limits in the grievance procedure, the grievance will be considered conceded by the party failing to meet their time limits unless the parties have mutually agreed in writing to extend the time limits.

## **ARTICLE 9: DISCRIMINATION**

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

## **ARTICLE 10: UNION MEMBERSHIP CHECKOFF**

10.01 The Village agrees to deduct the Union's regular monthly dues from Employees in accordance with the Rand Formula.

10.02 The Town shall remit the Union dues that have been deducted from the pay of the Employees under Article 10.01 above, to the Union by the first working day after the fifteenth (15<sup>th</sup>) calendar day in the following month. Such amount shall be accompanied by a list identifying the Employee's address, telephone number, classification, hours worked and employment status, amount of dues deducted, and the total regular wages for the period.

10.03 The Union shall advise the Village in writing of any change in the amount of dues to be deducted under Article 10.02 above from the Employees.

10.04 Any Employee whose position is recognized by the bargaining certificate, and as amended, who is now a member of the Union and any Employee who hereafter becomes a member of the Union shall as a condition of employment maintain such membership.

10.05 The Employer shall include the amount of Union dues paid by each Union member in the previous year, on their T4 Slips for income tax purposes.

## **ARTICLE 11: PAY DAYS**

11.01 All Employees will be paid on the basis of twelve (12) pay periods, with a one (1) week holdback of wages. Employees shall be paid wages for all hours worked during the period and overtime per Article 14 of the Agreement.

(a) Employees shall receive an advance of fifty percent (50%) of net wages on the fifteenth (15<sup>th</sup>) of every month).

(b) Should the fifteenth (15<sup>th</sup>) of the month fall on a day that the Village of Nobleford is not open for business; the advance shall be paid prior to that day.

(c) The final cheque shall be issued at or prior to 4:30 p.m. on the last Village of Nobleford business day of the month.



## **ARTICLE 12: HOURS OF WORK**

- 12.01 The regular workweek for full-time Employees in the Public Works Department shall consist of forty (40) hours per week comprised of five (5) consecutive days, Monday to Friday. The standard start time shall be by mutual agreement between the Employer and the Employee.
- 12.02 The regular workweek for full-time Employees in the Administration Office shall consist of forty (40) hours per week comprised of five (5) consecutive days, eight (8) hours per day, Monday to Friday. The standard start time shall be between 8:00 a.m. and 8:30 a.m., but may be adjusted by mutual agreement between the Employer and the Employee.
- 12.03 Public Works Employees who are required by the Village to perform checks of the Water Treatment Plant and other minor duties on Saturdays and Sundays shall be paid two (2) hours pay at their regular rate of pay for performing such checks. If the Plant checks and these other duties take longer than two (2) hours the Employee shall be entitled to overtime in accordance with Article 14.04.
- 12.04 The standard workweek for part-time Employees shall be a maximum of eight (8) hours per day, but less than forty (40) hours per week.
- 12.05 At the request of the Employee, and with the approval of the CAO, an Employee may work extra hours in order to take time off to a maximum of sixteen (16) hours. These hours shall be on a time for time basis (not overtime) and shall be taken as time off within three (3) months.

## **ARTICLE 13: REST PERIODS**

- 13.01 A paid rest period of fifteen (15) minutes in the morning and afternoon of each day will be provided for all Employees.
- 13.02 Lunch Breaks

All Employees shall be entitled to a one hour unpaid meal break midway in their shift. Upon mutual agreement between the Employer and the Employee, the meal break may be reduced to one-half ( $\frac{1}{2}$ ) an hour.

## **ARTICLE 14: OVERTIME**

- 14.01 Employees shall be paid for overtime for any hours:
- (a) in excess of eight (8) hours per day.
  - (b) in excess of forty-four (44) hours per week.
  - (c) worked on a regularly scheduled day off.

- 14.02 In cases where overtime is necessary, the Employer shall first offer the overtime to the Employee who was regularly scheduled to work on that day, and if both Employees are scheduled to work on a day when overtime is required, the overtime shall then be distributed as equally as possible over a period of a work-year, having due regard for the ability of the Employees in the job required. All overtime must be authorized in advance by the Employer.
- 14.03 Any Employee who is not available on an emergency call out will not be disciplined or held responsible.
- 14.04 Overtime shall be paid at time and one-half (1½) the Employee's basic rate of pay for all hours worked.
- 14.05 No permanent Employee shall be required to take time off in lieu of overtime, but an Employee, by written request, may receive the hourly equivalent of his/her overtime in time off in lieu of payment when mutually agreed upon by the Employee and the Employer.
- 14.06 When an Employee works overtime, they shall record on their time sheet if they want to bank the overtime, or to be paid for the overtime. Overtime may be banked to a maximum of twenty-four (24) hours.
- 14.07 An Employee shall be allowed to have their overtime bank paid out at the next regular pay period upon request.
- 14.08 Any Employee who is called back to work outside their regular hours of work (i.e. on a weekend or General Holiday, or after having completed hi/her normal shift for the day and having gone home) shall be paid for any one call (1) at either:
- (a) The overtime rate as specified in Article 14.04; or
  - (b) Three (3) hours at the basic rate of pay; whichever is greater

## **ARTICLE 15: GENERAL HOLIDAYS**

15.01 The following shall be considered General Holidays:

New Year's Day	Easter Monday	Good Friday
Victoria Day	Canada Day	Labour Day
1st Monday in August (Civic)	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	Family Day

and all General Holidays proclaimed by the Village of Nobleford, the Province of Alberta or the Dominion of Canada.

- 15.02 If an Employee is required to work on any of the above general holidays, he/she shall be paid the regular day's pay for the holiday, plus time and one-half (1½ x) for all time worked.
- 15.03 If a general or declared holiday falls on an Employee's regular day off, he/she shall be

entitled to an extra day's pay for same, or be given a day off with pay; the day off to be arranged at the mutual convenience of both parties.

15.04 Notwithstanding the above, entitlement to pay for General Holidays for part-time Employees shall be pro-rated according to the ratio of their normal employment to full-time employment in that position.

## ARTICLE 16: ANNUAL VACATIONS

16.01 Vacation allotment for Employees shall be as follows:

Years of Service	Vacation Entitlement
First year or proration of:	2 weeks (10 working days)
Second to Tenth year:	3 weeks (15 working days)
Eleventh to Sixteenth year:	4 weeks (20 working days)
Seventeenth plus years	5 weeks (25 working days)

- (a) Vacation pay for one week's vacation as defined shall be based on forty (40) hours. Regardless of the Employee's normal work schedule, if scheduled weekly hours, or scheduled average weekly hours of work equal forty (40) hours per week.
- (b) If scheduled weekly hours, or scheduled average weekly hours are less than forty (40) hours per week, those Employees shall receive vacation entitlement and pay based on those average weekly hours.

16.02 Vacation pay, for permanent Employees, shall be at the Employee's regular rate of pay. Casual Employees will be paid 4% vacation pay on each pay cheque.

16.03 If a recognized General Holiday falls or is observed during an Employee's vacation period he/she shall be allowed an additional vacation day with pay immediately following his/her vacation period or an additional day of vacation on some other day if mutually agreed to between the Employee and the Employer.

16.04 No more than two (2) weeks of vacation shall be taken between the months of June to September inclusive, unless authorized by the Employer because of special circumstances.

16.05 Vacations shall not be allowed to carry over past March 31<sup>st</sup> of the succeeding year without receiving special permission from the CAO in which event each circumstance shall be reviewed on its own merits.

16.06 When an Employee becomes ill for a period of four (4) days or longer, provided the Employee provides a certificate from a medical practitioner, or takes bereavement leave during the vacation period, the time spent on such leave shall not be deducted from vacation entitlement, and the vacation shall be rescheduled at a mutually agreeable time.

- 16.07 Upon an Employee's termination of employment, the Employee shall be paid out an amount equal to all vacation earned but not taken.
- 16.08 A probationary Employee will be paid 4% vacation pay on each pay. After completion of the probationary period, the Employee shall commence accrual of vacation. Vacation time will be prorated during the first year of employment.
- 16.09 Notwithstanding the above, entitlement to pay for Annual Vacation for part-time Employees shall be pro-rated according to the ratio of their normal employment to full-time employment in that position.

## **ARTICLE 17: SICKNESS**

- 17.01 An Employee shall be granted sick leave with pay when he/she is unable to perform their duties because of a non-work related illness, injury or medical treatment, provided they have earned the necessary sick leave credits.
- 17.02 All permanent Employees shall be entitled to accumulate sick leave credits to a maximum of ninety (90) days. Such credits shall be calculated from the date of hire with the Village, and shall be accumulated at a rate of one and one-half (1½) days per month.
- 17.03 Unused sick leave for any year shall be carried over and accumulated up to a total allowable of ninety (90) days with pay, any time off for sickness shall be deducted from the days allowed. Permanent Employees on staff as of the commencement of this Agreement will retain their accumulated unused sick leave to a total of ninety (90) days.
- 17.04 When an Employee has a scheduled medical appointment, i.e., Doctor, Dentist, Optometrist, during working hours, such time off for the appointment may be deducted from an Employee's accumulated sick leave credits if the Employee so requests.
- 17.05 When an Employee is unable to report to work due to illness or injury, they shall contact their CAO on the day of the absence, unless they are not reasonably able to do so. Where possible, an Employee shall inform the CAO if it is a work related accident.
- 17.06 When an Employee returns to work after an illness/injury they shall be reinstated to the position they held immediately prior to the absence, provided they are able to perform the duties.
- 17.07 An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) days, certifying that the Employee was unable to carry out his/her duties due to illness. The Employer may require a certificate from a medical practitioner confirming an Employee's fitness to return to work.
- 17.08 Notwithstanding the above, entitlement to Sick Leave for part-time Employees shall be pro-rated according to the ratio of their normal employment to full-time employment in that position.

## **ARTICLE 18: WORKER'S COMPENSATION**

- 18.01 The Employer shall provide Workers' Compensation Board (WCB) coverage for all Employees.
- 18.02 In the event that the WCB is recommending modified duties, the parties to this Collective Agreement shall meet in order to come to a mutually agreeable modified work program for the Employee.
- 18.03 Employees on WCB shall maintain all Employee benefits in Article 19.

## **ARTICLE 19: PENSION & HEALTH BENEFITS**

- 19.01 All permanent Employees shall be covered by the Local Authorities Pension Plan and shall participate in accordance with the provisions of the plan.
- 19.02 The Employer shall establish a Health Spending Account for each permanent Employee (full and part-time) and shall deposit into such account sixteen hundred dollars (\$1600.00) per annum. The Employee may use this account to pay any health related costs, including premiums to benefit plans such as Alberta Health Care, Alberta Blue Cross, or for direct health related costs such as eyeglasses, massages, and chiropractic. The Employer will make payments to the maximum established above upon submission of receipts by the Employee. Unused portions of the Health Spending Account may be carried forward for one (1) year. The Health Spending Account shall be pro-rated when normal working hours are less than thirty-five (35) hours per week.

## **ARTICLE 20: PROBATIONARY PERIOD**

- 20.01 A newly hired Employee shall serve a probationary period of six (6) months. The Employer shall advise the probationary Employee of their progress during this period, no later than four (4) months after the commencement of employment. During the probationary period, the Employee shall be entitled to all rights and privileges applicable to their designation.

## **ARTICLE 21: PROMOTIONS, VACANCIES & POSTINGS**

- 21.01 When a vacancy occurs, or a new position is created, such vacancies shall be posted in all departments for a minimum of five (5) working days. Postings shall contain the following information:
- (a) The date of the posting and the closing date for applications;
  - (b) The position description and qualifications;
  - (c) The number of weekly hours of the position;
  - (d) The basic rate of pay.

- 21.02 Qualifications shall be consistent with the job description.
- 21.03 The successful applicant shall maintain all seniority and benefits.
- 21.04 Within two (2) weeks of the posting closing date, applicants shall be advised of the successful applicant.
- 21.05 A copy of all postings, hires, Employee transfers and terminations shall be sent to the Shop Steward.
- 21.06 The Employer agrees that Employee's will be provided with the opportunity to attend job training and educational programs as determined by the Employer on the basis of job requirements and classifications.
- (a) Any registration and material costs shall be paid by the Employer.
  - (b) Any accommodations deemed necessary shall be paid by the Employer.
  - (c) The Employee shall continue to receive his/her rate of pay.
  - (d) The Employee shall attend without loss of seniority.

## **ARTICLE 22: REDUCTION IN STAFF**

22.01 In the event it is necessary for the Village of Nobleford to permanently reduce staff in Public Works, reductions will be done in the reverse order of hiring. The foreman shall be laid off last.

Employees will receive fourteen (14) days notice of termination of permanent positions and shall receive severance pay as per the following:

- 3 months to 2 years employment..... 1 weeks wages
- 2 to 4 years employment..... 2 weeks wages
- 4 to 6 years employment..... 4 weeks wages
- 6-8 years employment ..... 5 weeks wages
- 8 to 10 years employment..... 7 weeks wages
- More than 10 years employment ..... 10 weeks wages

22.02 The Employer shall notify the Union of permanent reductions of staff at the same time as the Employee receives the notice.

## **ARTICLE 23: CLASSIFICATIONS & JOB DESCRIPTIONS**

23.01 The Employer shall provide the Union with a list of current bargaining unit job descriptions and the qualifications for each job description.

23.02 Amendments to the job descriptions shall be made only in consultation with the Union.

## **ARTICLE 24 DISCIPLINE & DISMISSAL**

- 24.01 An Employee who has completed his/her probationary period may only be dismissed for just cause.
- 24.02 An Employee who has completed his/her probationary period may only be disciplined for just cause. Disciplinary action shall consist of the following, in the following order: oral warning, written warning, suspension, and/or dismissal issued to an Employee.
- 24.03 An Employee has the right to have a Union representative present at any meetings that may give rise to disciplinary action.
- 24.04 When a disciplinary action is taken and recorded on the Employee's file, the Employee and the Shop Steward shall be given a copy of the disciplinary action.
- 24.05 Personnel Record Access  
Employees shall have the right to review their personnel file held by the Village of Nobleford provided they make an appointment in advance. The Employee may have a Union Steward present at the time of said review. No copies of documents relating to an Employee's performance may be placed on the Employee's personnel file without the Employee receiving a copy of such document. If an Employee is not copied on such document, it will be removed from their personnel file.

## **ARTICLE 25: CHANGE OF WORK**

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

## **ARTICLE 26: LEAVES OF ABSENCE**

- 26.01 Leaves of absence without pay will not be granted on a routine basis. Applications for leave must be in writing and presented to the Employer at least one (1) week prior to the anticipated date of commencement of the leave, or the Employee shall provide reasons as to why this was not possible. Applications shall indicate the date of departure on leave and the date of return.

Such leave may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.

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

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

**26.02 For Union Business**

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

**26.03 For Union Conventions and Meetings**

- (a) Leave of absence, without pay and without loss of seniority, shall be granted upon request to Employees elected or appointed to represent the Union at Union Conventions, Executive and Committee meeting of CUPE, its affiliated or chartered bodies, providing seven (7) calendar days notice of intent to take leave of absences is given to the Village.

Employees granted a leave under the terms of this Article will receive their regular pay and benefits for the period of their absence and in turn, the Village will invoice the Secretary Treasurer of the Union for all costs as listed in Appendix B. Local 2800 agrees to promptly reimburse the Village upon receipt of said invoice.

**26.04 Bereavement Leave**

An Employee shall be entitled to compassionate leave up to a maximum of three (3) working days with pay for serious illness, accident, or for the purpose of attending a funeral and/or making funeral arrangements on the death of a brother-in-law, sister-in-law, father-in-law, mother-in-law, or grandparent.

An additional two (2) days shall be added for immediate relatives such as spouse, child, parent, brother, sister, or grandchild.

Where the death or burial occurs in excess of five hundred (500) kilometres from the Village of Nobleford an additional two (2) days unpaid leave shall be granted.

**26.05 Jury Duty**

Leave for an Employee to serve as a Crown witness at a scheduled session of the Court in response to notice to attend or a subpoena, provided that any fee excluding traveling and living expenses received by the Employee for acting in such a capacity be paid to the Village, and that the Employee is not charged with any offence, will present proof of service and the amount of pay received.

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

**26.06 Maternity Leave**

Both the Union and the Village of Nobleford recognize the provisions and authority of the Maternity/Paternity Benefits section of the Employment Standards Code of Alberta.

**ARTICLE 27: ALLOWANCES**

27.01 Employees using their own automobile for traveling or business on behalf of the Village other than their traveling to and from work time will be paid mileage at the same rate as Village Officials.



- 27.02 Employees, who use company vehicles for the purposes of the Employer, shall be permitted to drive the vehicles to and from work at no cost to the Employee provided the Employee resides in the Village of Nobleford.
- 27.03 All permanent outside Employees shall be supplied with up to two (2) pairs of coveralls and gloves as required per year. Clothing to be worn only on the job or traveling to and from work. Employees are responsible for laundering clothing on their own time. Employees will return worn out clothing to the Employer before being supplied with new clothing.
- 27.04 The Employer shall pay each eligible Employee fifty dollars (\$50.00) per year towards the cost of safety boots upon presentation of a receipt.
- 27.05 Because of unusual circumstances the CAO may authorize additional protective clothing as needed; which will be shop-owned clothing.
- 27.06 (a) A premium of one hundred twenty-five dollars (\$125.00) per month shall be paid to all Employees upon completion of any Level I courses related to his/her classification.
- (b) An additional premium of one hundred twenty-five dollars (\$125.00) per month shall be paid to all Employees upon completion of any Level II courses related to his/her classification.

## **ARTICLE 28: GENERAL PROVISIONS**

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

### **28.02 Loss of License**

- (a) Employees who are required to maintain a valid Province of Alberta Operators License for the purpose of their work with the Employer may be suspended without pay for the duration of the loss of license and/or may be terminated from their employment in the event of the loss of Operators License for a period of more than six (6) months.
- (b) In the event of such loss of Operators License the affected Employee may be offered the first available position to which he/she is qualified.

## **ARTICLE 29: MEDICAL EXAMINATIONS**

29.01 The Employer shall pay for medicals provided the Employer deems them necessary.

**IN WITNESS WHEREOF, the parties hereto have  
caused these presents to be executed**

**this day 19<sup>th</sup> of April 2011**

**SIGNED ON BEHALF OF:  
THE UNION**

[Redacted signature]  
\_\_\_\_\_  
[Redacted signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNED ON BEHALF OF:  
THE EMPLOYER**

[Redacted signature]  
\_\_\_\_\_  
[Redacted signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX "A" – Wages**

<b>Classification</b>	<b>Effective Date</b>	<b>Probationary Rate</b>	<b>Job Rate</b>
<b>Municipal Secretary</b>	January 1, 2011 (+.43¢)	\$13.39	\$16.00
	January 1, 2012 (+3.5%)	\$13.86	\$16.56
	January 1, 2013 (+3%)	\$14.28	\$17.06
	January 1, 2014 (+3%)	\$14.71	\$17.57
<b>Supervisor (PW)</b>	January 1, 2011 (+\$2.50)	\$21.20	\$24.62
	January 1, 2012 (+3.5%)	\$21.94	\$25.48
	January 1, 2013 (+3%)	\$22.60	\$26.24
	January 1, 2014 (+3%)	\$23.28	\$27.03
<b>Labourer I</b>	January 1, 2011 (+\$2.50)	\$15.46	\$18.07
	January 1, 2012 (+3.5%)	\$16.00	\$18.70
	January 1, 2013 (+3%)	\$16.48	\$19.26
	January 1, 2014 (+3%)	\$16.98	\$19.84
<b>Casual</b>	January 1, 2011	\$12.22	\$12.47
	January 1, 2012 (+3.5%)	\$12.65	\$12.91
	January 1, 2013 (+3%)	\$13.03	\$13.30
	January 1, 2014 (+3%)	\$13.42	\$13.70

## **APPENDIX “B” – EI, CPP & LAPP Employer Contributions**

The Employer shall bill the Union for the Employer’s portion of Employment Insurance, Canada Pension Plan, and Local Authorities Pension Plan in addition to wages actually paid to the Employee on Union Leave

## LETTER OF UNDERSTANDING #1 – Ernie Langridge (RRSP)

BETWEEN

**CUPE** Canadian Union  
of Public Employees Local 2800  
(Hereinafter referred to as the "Union")

- AND -

**VILLAGE OF NOBLEFORD**  
(Hereinafter referred to as the "Employer")





### RE: Ernie Langridge (RRSP)

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The Employer agrees to continue to contribute to a Registered Retired Saving Plan (RRSP) on behalf of Ernie Langridge, provided Ernie matches the Employer's contribution. Contributions to said plan shall continue at the current rate of contribution of one hundred dollars (\$100.00) from the Employer, matched by one hundred dollars (\$100.00) per month from the Employee.

The Union agrees to delete Letter of Understanding #1. The Employer agrees to a buyout of the current RRSP contributions at the sum of Twelve Hundred Dollars (\$1200.00) transferred directly into Ernie Langridge's, Registered Retired Saving Plan (RRSP) upon signing of this collective agreement.

Signed this 19<sup>th</sup> day of April 2011

ON BEHALF OF THE UNION	ON BEHALF OF THE EMPLOYER
	
	
Dated: <i>April 19/2011</i>	Dated: <i>AP 19/2011</i>

## LETTER OF UNDERSTANDING #2 - Barbara Keay (LAPP)

BETWEEN

**CUPE** Canadian Union  
of Public Employees Local 2800  
(Hereinafter referred to as the "Union")

- AND -

**VILLAGE OF NOBLEFORD**  
(Hereinafter referred to as the "Employer")

### RE: Barbara Keay (LAPP)

The Employer agrees to continue to contribute to a Registered Retired Saving Plan (RRSP) on behalf of Barbara Keay, provided Barbara matches the Employer's contribution. Contributions to said plan, shall be at the same rate that would be applicable from year to year, if the Employee were permitted to participate in the Local Authorities Pension Plan (LAPP).

The Union agrees to delete Letter of Understanding #2. Upon receipt of Barbara Keay's dated letter of resignation (retirement), the Employer agrees to pay Barbara Keay a retirement bonus in the sum of Six Thousand Dollars (\$6000.00) on December 30, 2011. Should Barbara Keay leave the employment of the Village prior to December 30, 2011, the aforementioned retirement bonus shall be pro-rated.

The Employer and Ms. Keay shall discontinue any further contributions to said RRSP and Health Spending accounts.

Signed this 19<sup>th</sup> day of April 2011

ON BEHALF OF THE UNION	ON BEHALF OF THE EMPLOYER
[Redacted Signature]	[Redacted Signature]
[Redacted Signature]	[Redacted Signature]
Dated: April 19/2011	Dated: Apr 19/2011

# LETTER OF UNDERSTANDING #3 – Barbara Keay – Red Circled Wage

BETWEEN

**CUPE** Canadian Union  
of Public Employees Local 2800  
(Hereinafter referred to as the "Union")

- AND -

**VILLAGE OF NOBLEFORD**  
(Hereinafter referred to as the "Employer")

## RE: Barbara Keay – Red Circled Wage

The parties agree that the incumbent in the position of Secretary, Barbara Keay, is not permitted to participate in the Local Authorities Pension Plan (LAPP).

In light of this, her wage of \$17.00 per hour shall be "red circled" for the term of this Agreement, commencing January 1, 2008, through to and ending December 31, 2010.





Should Barbara Keay leave her position with the Employer, the rate of pay for the Municipal Secretary shall apply, as provided in Appendix "A".

The Union agrees to delete Letter of Understanding #3. Barbara Keay shall continue not to participate in Local Authorities Pension Plan (LAPP).

The Employer agrees to pay Ms. Keay's at the rate of \$17.43 per hour through to on or before December 30, 2011.

Upon Ms. Keay's resignation (retirement) of her position, the rate of pay for the Secretary shall apply, as provided in Appendix 'A'.

**Signed this 19<sup>th</sup> day of April 2011**

ON BEHALF OF THE UNION	ON BEHALF OF THE EMPLOYER
	
	
Dated: <i>April 19/2011</i>	Dated: <i>AP 19 20 11</i>

# LETTER OF UNDERSTANDING #4 - Ernie Langridge—Monthly Premium Payments

BETWEEN

**CUPE** Canadian Union  
of Public Employees Local 2800  
(Hereinafter referred to as the "Union")

- AND -

**VILLAGE OF NOBLEFORD**  
(Hereinafter referred to as the "Employer")

## RE: Ernie Langridge – Monthly Premium Payments





The Employer agrees to pay Ernie Langridge a monthly premium of three hundred dollars (\$300.00) commencing January 1, 2008 through to December 31, 2008.

The Employer agrees to pay Ernie Langridge a monthly premium of three hundred twenty-five dollars (\$325.00) commencing January 1, 2009 through to December 31, 2010.

Should Ernie Langridge leave his position with the Employer, the premiums noted in Article 27.06 (a) and (b) shall apply.

The Union agrees to delete Letter of Understanding #4. The Employer agrees to pay Ernie Langridge a Twenty-five hundred Dollar (\$2500.00) signing bonus.

Signed this 19<sup>th</sup> day of April 2011

ON BEHALF OF THE UNION	ON BEHALF OF THE EMPLOYER
	
	
Dated: <i>April 19/2011</i>	Dated: <i>Apr 19/2011</i>



## LETTER OF UNDERSTANDING #5 – Municipal Secretary Assistant/Receptionist

BETWEEN

**CUPE** / Canadian Union  
/ of Public Employees **Local 2800**  
(Hereinafter referred to as the "Union")

- AND -

**VILLAGE OF NOBLEFORD**  
(Hereinafter referred to as the "Employer")

### RE: Municipal Secretary Assistant / Receptionist

The Employer agrees to establish a Municipal Secretary Assistant / Receptionist classification.

Effective January 1, 2013, the probationary rate of pay shall be at Thirteen dollars and thirty cents per hour (\$13.30/hour) and job rate of pay shall be at Fourteen dollars and twenty-eight cents per hour (\$14.28/hour).

Effective January 1, 2014, the probationary rate of pay shall be at Thirteen dollars and seventy cents per hour (\$13.70/hour) and job rate of pay shall be at Fourteen dollars and seventy-one cents per hour (\$14.71/hour).

Signed this 15 day of January 2013

ON BEHALF OF THE UNION	ON BEHALF OF THE EMPLOYER
[Redacted Signature]	[Redacted Signature]
Dated: Jan 17/13	Dated: Jan 15 2013

## LETTER OF UNDERSTANDING #6 – Karen Feenstra - RRSP

BETWEEN

**CUPE** /Canadian Union  
/of Public Employees **Local 2800**  
(Hereinafter referred to as the "Union")

- AND -



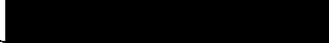
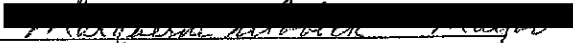
**VILLAGE OF NOBLEFORD**  
(Hereinafter referred to as the "Employer")

### RE: Karen Feenstra – Registered Retirement Savings Plan (RRSP)

The Employer agrees to contribute to a Registered Retirement Savings Plan (RRSP) on behalf of Karen Feenstra provided Ms. Feenstra matches the Employers contribution.

Contributions to said plan shall be at the same rate that would be applicable from year to year if the Employee were to participate in the Local Authorities Pension Plan (LAPP).

Signed this 15 day of January 2013

ON BEHALF OF THE UNION	ON BEHALF OF THE EMPLOYER
	
	
Dated: <u>JAN 17/13</u>	Dated: <u>JAN 15, 2013</u>