



# -and-

# The Canadian Union of Public Employees, LOCAL 30



Effective from January 1, 2009 to December 31, 2010



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#### **Collective Agreement between:**

#### The Town of Bon Accord hereinafter called "the Employer"

#### -and-

### The Canadian Union of Public Employees LOCAL 30 (sub) hereinafter called "the Union"

### January 1, 2009 to December 31, 2010

Whereas, such employee terms and conditions of employment and their salaries have been the subject of negotiation between the parties and;

Whereas, the parties desire that these matters be set forth in an agreement to govern the terms of employment of the staff and;

Whereas, the parties to this agreement will establish and maintain a good working relationship and;

Unless otherwise requested by the context, all words in the singular shall include the plural and all words in the plural shall include the singular; words of masculine gender shall include feminine.

NOW THEREFORE THIS AGREEMENT WITNESSETH -

## Article 1 - APPLICATION, FORCE, AND DURATION OF COLLECTIVE AGREEMENT

- 1.1 The Employer and the Union agree that this Collective Agreement shall cover all Employees as defined by the Alberta Labour Relations Board, Certificate Number: 146-2004, dated October 21, 2004. The Employees to which this collective agreement applies shall be known collectively as the staff and herein referred to as the "employee" or where the context requires "employees".
- 1.2 The Employer may create or designate new positions not covered in this agreement.
- 1.3 This agreement shall be in full force and effect from the date of ratification until December 31<sup>st</sup>, 2010 unless otherwise specifically provided for in the agreement.
- 1.4 The terms of this agreement shall take effect after the date of signing except as specifically provided in the text of this agreement.
- 1.5 Wages shall apply to all Employees, who are employees at January 1, 2005.
- 1.6 Either party desiring to amend or terminate this agreement shall give notice in writing to the other not less than sixty (60) nor more than one hundred and twenty (120) days immediately preceding the termination of this agreement. In the event the foregoing notice is served, the parties shall commence collective bargaining within 30 days of receipt of such notice.
- 1.7 This collective agreement shall continue in full force and effect until a replacement agreement is concluded or until a legal strike or lockout commences in accordance with the Labour Relations Code.
- 1.8 The two parties may at any time by mutual agreement negotiate revisions in writing to this agreement. Any such revisions in writing agreed upon shall become effective from such date as may be mutually agreed by the parties.
- 1.9 If neither party gives notice to commence collective bargaining as outlined in this article, then this agreement shall be extended for one (1) further year past its termination date on the same terms and conditions as are set out herein except as to this provision for extension.

### **Article 2 - DEFINITIONS**

- 2.1 "Employee" means a person assigned to a position within the scope of this agreement.
- 2.2 "Employer" means the "Town of Bon Accord".
- 2.3 "C.A.O. or Chief Administrative Officer" is the Town Manager.

- 2.4 "Probationary Employee" is one who, at commencement of employment, works in a position for a probationary period of three (3) months.
- 2.5 "Permanent Employee" is an Employee appointed to a full time or part time position requiring services on a twelve (12) month annual basis and who has successfully completed the required probationary period.
- 2.6 "Temporary Employee" shall mean any Employee who is filling an established temporary position for a predetermined period of time or predetermined task, or an Employee who is engaged for relief for a predetermined period of time or a predetermined task.
- 2.7 "Seasonal Employee" shall mean any Employee who has successfully completed the required probationary period of a position that is predetermined. Seasonal positions shall not be longer than six (6) months.
- 2.8 In the Employee Benefit section, AUMA means the Alberta Urban Municipalities Association benefit plans.

# Article 3 -STRIKES AND LOCK-OUTS

3.1 The Employer agrees that it will not cause or direct any lock-outs of its employees during the life of this agreement. In like manner, The Union agrees that no employee shall cause or take part in any sit-down, slow down, strike or stoppage of work during the life of this agreement.

# **Article 4 - UNION DUES AND REPRESENTATION**

- 4.1 The Employer agrees to deduct Union Dues at the rate prescribed by the Union, from the monthly salary of all Employees whether or not they choose to become members of the Union and, shall remit such dues to the Union (CUPE Local 30).
- 4.2 Dues shall be deducted on a pay period basis and the amount deducted shall be remitted to the Union no later than the 15th day of the following month.
- 4.3 The dues shall be accompanied by a list of names, classifications and addresses of those Employees from whose wages, deductions have been made.
- 4.4 The Union agrees to indemnify and save the Employer harmless from any liability or action arising from the operation of this Article.
- 4.5 Persons hired on temporary job creation projects, job training programs, or temporary summer student employees shall not be subject to this agreement. Each program shall not exceed six (6) months. No present Employee will lose their job due to the hiring of such staff.

- 4.6 An Employee shall have the right to have a union representative present at a meeting which is called to discuss disciplinary action including written reprimand, suspension, demotion, or termination.
- 4.7 No Employee shall undertake to represent the Union at meetings with the Employer without authorization of the Union. The Union shall notify the Employer in writing of the names of its officers, Chief Steward, Stewards and the Union committees and the area over which each Steward is responsible.
- 4.8 The Employer agrees to pay up to three (3) days leave with pay for up to two (2) union employees to negotiate the collective agreement. The leave with pay shall only occur between sixty (60) and one hundred and twenty (120) days immediately preceding the termination of this agreement.

### **Article 5 - MANAGEMENT RIGHTS**

- 5.1 Management and the direction of the working force are vested solely and exclusively with the Employer, and shall not in any way be abridged except by specific restrictions as set forth in this agreement.
- 5.2 The Employer hereby retains the sole and exclusive control over any and all matters concerning:
  - (a) the operation, management and administration of its business;
  - (b) the determination of the location, relocation, or termination of any or all of its facilities, including, without limitation, the determination of whether services or work will be carried out, or otherwise acquired;
  - (c) the direction and control of employees including, but not limited to the determination of the number and qualifications, both technical and medical, of employees to perform work; the determination of quality and quantity standards; and the required employee performance to meet such standards;
  - (d) the assignment of work or overtime;
  - (e) the right to select, hire, lay off, promote, discipline, suspend, and discharge;
  - (f) the right to determine job content;
  - (g) the right to determine the starting and closing time of work;
  - (h) the right to determine processes, methods and procedures to be employed, including technological change;
  - (i) the right to make and enforce rules, including safety matters, and to perform all other functions inherent in the administration and control and/or direction of business, except as expressly specifically limited by the terms of this agreement.
- 5.3 The foregoing enumeration of Management's Rights shall not be deemed to exclude other rights of management not specifically set forth. The Employer

therefore retains all rights not otherwise specifically covered by this agreement, irrespective of whether the same have been hereto exercised.

# Article 6 - HOURS OF WORK, OVERTIME, CALL OUT & STANDBY

6.1 Full time Employees shall work forty (40) hours per week.

Overtime shall be defined as:

- (a) all hours worked on a regular day that exceed eight (8) hours of work by the employee;
- (b) all hours worked on general or Town declared holidays.
- 6.2 All overtime worked must be reported to the CAO, including the location of the work performed and the nature of the work.
- 6.3 Overtime will be paid at the rate of time at one and one half  $(1\frac{1}{2})$ .
- 6.4 Call Out

Employees shall be subject to call out. Call outs shall be considered as being called back to work after regular hours to perform duties not covered under the standby duty daily maintenance checks. An Employee shall receive a minimum of three (3) hours per call out.

6.5 Standby

Standby duty shall be considered as being ready and available for immediate work outside regular working hours. An Employee on standby, if called out, shall also receive a minimum of three (3) hours per call out for duties not covered under the standby duty daily maintenance checks. In lieu of monetary compensation, an employee who performs standby duty for one continuous week from Monday to Sunday, shall receive the following Friday off with full pay. All employees shall be subject to standby from April 15 to September 15.

6.6 If only two (2) employees are on call then they shall receive the Thursday prior to "happy" Friday off with pay.

# Article 7 - SENIORITY

- 7.1 Seniority shall be defined as the date that an employee commenced continuous service with the Town.
- 7.2 Seniority shall not continue to accumulate in the event of:
  - (a) temporary layoff in excess of ninety [90] consecutive work days;

- (b) personal leave of absence without pay in excess of twenty [20] consecutive work days;
- (c) a temporary assignment in a position outside the bargaining unit which continues beyond 120 consecutive work days.
- 7.3 Employees shall lose seniority only in the event they:
  - (a) are laid off for a period in excess of 120 consecutive work days;
  - (b) are terminated for just cause;
  - (b) resign from employment in the bargaining unit;
  - (d) successfully complete probationary periods for positions exempted from this agreement.
- 7.4 When a change in operations results in a layoff, the employer shall take operational needs and seniority into consideration.
  - (a) If permanent Employees are to be laid off, seniority shall apply within specific job classifications.
  - (b) Permanent Employees shall receive a minimum of fourteen (14) calendar days' written notice of layoff. In the event that such notice is not provided, the Town shall provide the employee with a payment equal to the wages the employee would have earned had he worked with his regular hours of work in the fourteen (14) day period. The Union shall be notified when such layoffs are contemplated.
- 7.5 The Town will, by January 15<sup>th</sup> and July 15<sup>th</sup> of each year, provide the Union with an updated seniority list of all Employees within the bargaining unit in a mutually acceptable format.
- 7.6 Appointments shall be made on the basis of an evaluation of all qualifications including skills, training, knowledge, and performance. In the event that the qualifications of the applicants are relatively equal, seniority with the Town shall be the determining factor in the selection process. First consideration will be given to permanent Employees covered by this agreement.
- 7.7 When the Board creates a new position or reclassifies an existing position, it shall forthwith provide the Union with the Job Classification Specification or the new or reclassified position. The Union shall also be notified of all resignations, retirements, transfers, terminations and promotions.

# **Article 8 - CLASSIFICATION OF EMPLOYEES**

8.1 The Employer agrees to provide classification descriptions for all positions for which the Union is the bargaining agent. Upon request the Employer shall supply these to the

Employees and the Union. It is understood that positions, not Employees, are classified.

- 8.2 Positions are filled by candidates who possess the necessary skills, training, and experience, as described in the classification description.
- 8.3 Employees who currently occupy positions in the bargaining unit shall be maintained in their positions and are eligible to receive all future pay increments and economic increases.
- 8.4 When a new classification is established within the bargaining unit the Employer and the bargaining agent shall negotiate the wage rate that shall apply.
- 8.5 The Employer may reclassify a position when new or altered duties and responsibilities are assigned to the position.

### Article 9 - PAY CLASSIFICATIONS & PAY SCALES

9.01 Effective January 1<sup>st</sup>, 2009 Step 1 shall be for probationary employees. Employees shall progress through Steps 2 to 6 on the anniversary of their date of hire. The Employer may recognize new employees past experience when placing the new employee on the grid.

PAY SCALE	CLASSIFICATIONS
Group 1	Arena Attendant / Parks and Recreation Worker Arena Attendant – Casual Parks & Recreation - Casual Janitor
Group 2	Utility and Equipment Operator
Group 3	Foreman – Parks and Recreation
Group 4	Foreman – Public Works

#### PAY CLASSIFICATIONS

# 2009 - 2010 Grid Proposal

# PAY CLASSIFICATION

January 1, 2009	1	2	3	4	5	6
1	9.48	10.67	11.86	13.04	14.26	16.58
2	19.00	19.60	20.20	20.80	21.39	22.00
3	21.75	21.70	22.95	23.54	24.14	24.74
4	24.26	24.86	25.44	26.05	26.66	27.30
July 1, 2009	1	2	3	4	5	6
1	9.67	10.88	12.09	13.30	14.54	16.91
2	19.38	19.99	20.60	21.21	21.82	22.44
3	22.19	22.14	23.41	24.01	24.63	25.24
4	24.74	25.36	25.95	26.57	27.19	27.84
January 1, 2010	1	2	3	4	5	6
January 1, 2010 1	<b>1</b> 9.96	<b>2</b> 11.21	<b>3</b> 12.46	<b>4</b> 13.70	<b>5</b> 14.98	<b>6</b> 17.42
•						
1	9.96	11.21	12.46	13.70	14.98	17.42
1 2	9.96 19.97	11.21 20.59	12.46 21.22	13.70 21.85	14.98 22.48	17.42 23.11
1 2 3	9.96 19.97 22.85	11.21 20.59 22.80	12.46 21.22 24.11	13.70 21.85 24.73	14.98 22.48 25.36	17.42 23.11 25.99
1 2 3 4	9.96 19.97 22.85 25.48	11.21 20.59 22.80 26.12 <b>2</b>	12.46 21.22 24.11 26.73	13.70 21.85 24.73 27.37 <b>4</b>	14.98 22.48 25.36 28.01 <b>5</b>	17.42 23.11 25.99 28.68 <b>6</b>
1 2 3 4 July 1, 2010	9.96 19.97 22.85 25.48 <b>1</b> 10.15	11.21 20.59 22.80 26.12 <b>2</b>	12.46 21.22 24.11 26.73 <b>3</b> 12.70	13.70 21.85 24.73 27.37 <b>4</b> 13.97	14.98 22.48 25.36 28.01 <b>5</b> 15.28	17.42 23.11 25.99 28.68 <b>6</b> 17.77
1 2 3 4 July 1, 2010 1	9.96 19.97 22.85 25.48 <b>1</b> 10.15 20.36	11.21 20.59 22.80 26.12 <b>2</b> 11.43	12.46 21.22 24.11 26.73 <b>3</b> 12.70 21.64	13.70 21.85 24.73 27.37 <b>4</b> 13.97 22.28	14.98 22.48 25.36 28.01 <b>5</b> 15.28 22.93	17.42 23.11 25.99 28.68 <b>6</b> 17.77 23.58

# Article 10 - PAYMENT OF SALARY

10.1 The Town shall pay Employees monthly, one (1) banking day before the end of each month. Employees may be paid an advance one (1) banking day before the 15<sup>th</sup> of the month.

# Article 11 - GENERAL HOLIDAYS

11.1 (a) All Employees may receive the following general holidays provided the relevant provisions of the Employment Standards Code are met:

Civic Holiday	Easter Monday
Labour Day	Victoria Day
Thanksgiving Day	Canada Day
Remembrance Day	Christmas Day
	Labour Day Thanksgiving Day

- (b) Employees required to work on the said holidays will be compensated as per the Employment Standards Code.
- (c) Employees who work on General Holidays shall be paid regular pay plus time and one half (1<sup>1</sup>/<sub>2</sub>).

# Article 12 - VACATION PAY AND VACATION SCHEDULING

- 12.1 Vacation Entitlement
  - (a) An employee who has completed less than one (1) year of service as of the anniversary date shall receive six (6) % vacation pay.
  - (b) After completing one (1) year of service as of the anniversary date, three (3) weeks of vacation.
  - (c) After completing eight (8) years of service as of the anniversary date, four (4) weeks of vacation.
  - (d) After completing twenty (20) years of service as of the anniversary date, five (5) weeks of vacation.
  - (e) After completing twenty-five (25) years of service as of the anniversary date, six
    (6) weeks of vacation.
  - (f) All vacation shall be taken before December 31<sup>st</sup> of the current calendar year. One week of holidays may be carried over with the approval of the C.A.O. No accumulation of holidays in excess of one week shall be permitted.
- 12.2 A vacation year shall commence on January 1 in any calendar year and terminate on December 31st of the calendar year.
- 12.3 An Employee earns vacation leave as follows:
  - (a) During all days worked.
  - (b) While on sick leave up to sixty (60) consecutive working days.

- (c) While on any other approved leave of absence up to twenty (20) consecutive working days, unless specifically stated differently in a written contract with The Employer.
- 12.4 Vacation Scheduling
  - (a) The C.A.O. will supply copies of position and seniority lists by January 15<sup>th</sup>. Preference in vacation scheduling shall be by position and seniority provided that requests are made on or before April 15<sup>th</sup> of each year. During the period June 15<sup>th</sup> to August 30<sup>th</sup>, no employee will be scheduled for a vacation of more than two (2) consecutive weeks. Subject to operational considerations, the C.A.O. will attempt to accommodate requests of up to three (3) weeks from June 15<sup>th</sup> to August 30<sup>th</sup> in any given year.

# Article 13 - SICK LEAVE

- 13.1 Sick leave, with pay, shall be granted to an Employee at the rate of one (1) work day per month, twelve (12) work days per year.
- 13.2 After eighty (80) work-days of continuous medical disability, if the employee qualifies, the Long Term Disability plan shall take effect, and no further sick leave shall be paid.
- 13.3 Employees become eligible to receive sick leave benefits on the first day of the calendar month following three months of continuous employment.
- 13.4 A medical certificate may be required by the Employer for any absence due to illness exceeding two (2) work-days. The Employer may request that an employee provide a medical certificate from a doctor indicating their ability to return to work after any illness in excess of three (3) work-days. The Union agrees to work with the Employer to eliminate any problems in this area.
- 13.5 Sick leave credits will not be accumulated during the time that an employee is in receipt of Long Term Disability Benefits.

# Article 14 - MATERNITY AND PARENTAL LEAVE

14.1 Maternity and parental leave provisions shall be as provided for in the Employment Standards Code.

# Article 15 - EMPLOYEE BENEFITS

15.1 Group Life Insurance - The Employer shall pay 100% of the premiums for the AUMA - Group Life Insurance Plan as of January 1, 2005 which includes double indemnity and accidental death and dismemberment.

- 15.2 Extended Health Coverage The Employer shall pay 75% of the premiums for the AUMA Extended Health Coverage as of January 1, 2005.
- 15.3 Dental Plan The Employer shall pay 75% of the premiums for the AUMA Dental Plan as of January 1, 2005.
- 15.4 Short Term Disability The Employer shall pay 65% of the premiums for the AUMA short term disability plan as of January 1, 2009.
- 15.5 Long Term Disability The Employee shall pay 100% of the premiums for the AUMA Long Term Disability Plan as of January 1, 2005.
- 15.6 R.R.S.P. The Employer shall contribute, at month end, an amount equal to 50% of the Employees L.T.D. premiums as of January 1, 2005, to an employee R.R.S.P.
- 15.6 The Employer shall match a contribution up to \$ 120.00 monthly to an Employee R.R.S.P.
- 15.8 The coverage described in Articles 15.1, 15.2, 15.3 and 15.5 is currently provided through the Alberta Urban Municipalities Association. The Employer reserves the right to change plans and insurers provided the level of coverage does not fall below current levels.
- 15.9 The decision to provide coverage for any particular claim rests exclusively with the benefit provider and, where the Employer has complied with all their requirements regarding a claim, such decision will not be the subject of the Grievance or Arbitration process.
- 15.10 The amount of premiums payable by the Employer for those hired on a part time basis shall be pro-rated.
- 15.11 Health Care Benefits coverage and premium subsidy ends on the date an employee resigns or on the date of termination of employment.

### **Article 16 - LEAVES OF ABSENCE**

- 16.1 Leave necessitated by the critical illness or death of a spouse, child, parent, brother, sister, parent of spouse, son-in-law, daughter-in-law or relation who is a member of the employee's household shall be granted with full salary by the Employer as follows:
  - (a) Up to and including two (2) work days for critical illness;
    - (i) The Employer may require a medical certificate under clause 16.1 at its discretion.
  - (b) Up to and including three (3) work days in the event of death.
  - (c) If a spouse, parent, child, brother, or sister suffers from a serious illness the

Employer shall approve leave as provided by the Employment Insurance Act.

- 16.2 Leave with full salary shall be granted by the Employer for up to one (1) work day in the event of the death of a grandparent, grandchild, grandparent of spouse, grandchild of spouse, brother-in-law or sister-in-law.
- 16.3 Temporary leave of absence shall be granted as follows:
  - (a) With pay:
    - (i) For one (1) operational day for the adoption of a child;
    - (ii) For one (1) operational day of paternal leave in the event of a birth.
    - (iii) Leave of absence without loss of salary shall be granted for jury duty or any summons related thereto provided that the employee remits to the Employer the daily stipend which shall be applied for by the Employee.
- 16.4 Additional leaves of absence may be granted by the Employer, with or without pay, at the discretion of the Employer.
- 16.5 All leaves shall be reported on the appropriate Employer form.
- 16.6 Upon request to the Employer, an Employee elected or appointed to represent the Union at conventions or attend to Executive and Committee meetings of CUPE, may be allowed leave of absence, without pay and without loss of seniority for one employee. Notification for this type of leave shall be presented by the Employee to the C.A.O. not less than 20 working days prior to the proposed leave. The application will contain the name of the employee for whom the leave is requested. If the employee requesting leave cannot be released, the employee and the Union will be advised of the reason in writing within five (5) working days of receipt of the request and alternate names may be submitted by the Union.
- 16.7 When a leave of absence for Union events is granted, the Employer will continue to pay the Employee including all benefits. The Union will reimburse the Employer for all pay and benefits plus an administrative fee of ten (10) percent.

# Article 17 - GRIEVANCE PROCEDURE

- 17.1 The grievance procedure is to ensure that any grievance is processed in an expeditious manner, therefore, compliance with the provisions is mandatory. If the Town fails to comply with the provisions, the grievance may be processed to the next step. If the grievor fails to comply with the provisions, the grievance shall be considered abandoned.
- 17.2 Any difference between any Employee covered by this Agreement, or in a proper case between the Union and the Town, concerning the interpretation, application, operation or alleged violation of this Agreement, and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows:
  - (a) Step A Such difference (hereinafter called "a grievance") shall be promptly submitted in writing to the C.A.O. and to the Union as the case may be. Such written submission shall be made within thirty (30) days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance, the articles of this Agreement which it is alleged have been violated and the remedy sought. Both a representative of the Union and the Town or its representatives shall meet within ten (10) days of the grievor's notice to resolve the dispute.
  - (b) Step B In the event the grievance is not settled within ten (10) days after the date of the submission of the grievance in accordance with Step A, then on or before a further five (5) days have elapsed from the expiration of the aforesaid ten (10) day time period, the grievance shall be referred in writing by the grievor to the Grievance Committee. Such Grievance Committee shall be composed of two representatives of the Town, and two representatives of the Union. The Chair for the meeting shall alternate, beginning with a Union representative. The Grievance Committee shall meet and endeavor to resolve the grievance and shall render its decision in respect of the grievance within fifteen (15) days following receipt of the submission. If the Grievance, that decision shall be final and binding.
  - (c) Step C In the event the Grievance Committee does not meet within fifteen (15) days following receipt of the submission or in the event the said committee does not reach a unanimous decision within the said time, then either party may, by written notice, submit the grievance to arbitration as hereinafter provided. Such notice must be given within ten (10) days after the aforesaid fifteen (15) days time limit expires or if the Grievance Committee fails to render a unanimous decision.
- 17.3 Arbitration Procedure
  - (a) The notice referred to in clause 17.2 (c) shall specify the name or a list of names of the person or persons it is willing to accept as the single arbitrator.

On receipt of a notice referred to in clause 17.2(c) the party receiving the notice suggested to act as arbitrator, shall, within ten (10) days, notify the other party accordingly, and the grievance shall be submitted to the arbitrator, or not accept any of the persons suggested by the party sending the notice, shall, within ten (10) days, notify the other party accordingly and send the name or a list of names of the person or persons it is willing to accept as the single arbitrator.

- (b) If the parties are unable to agree on a person to act as the single arbitrator either party may request the Director of Mediation Services, Alberta Labour, in writing, to appoint a single arbitrator.
- (c) The arbitrator may, during the arbitration, proceed in the absence of any party or person who, after notice, fails to attend or fails to obtain an adjournment.
- (d) The arbitrator shall inquire into the grievance and issue an award in writing, and the award is final and binding on the parties and every member affected by it.
- (e) The parties agree to share equally the expenses of the arbitrator. Where any reference in either clause 17.2 or 17.3 is to a period of days, such period shall be exclusive of Saturdays, Sundays, statutory and Board declared holidays.
- (f) Time limits in the grievance procedure may be extended in writing by mutual agreement between the Employer and the Union.

# Article 18 - EMPLOYEE - EMPLOYER COMMITTEE

- 18.1 The Committee shall consist of two representatives of the Town and two representatives of the Union.
- 18.2 The Committee may review any changes to the Town's policies that affect working conditions and make recommendations to the C.A.O. for consideration and referral to the Town.
- 18.3 The Committee shall be advisory in nature.
- 18.4 The Committee shall meet at the call of either party.

#### **Article 19 - EMPLOYEE RECORDS**

19.1 Upon prior arrangement, Employees have the right to review their personnel files. Employees shall have the right to obtain a copy of any material contained in their personnel files at no cost to the Employees. Employees may have a representative of the Union present during such review. An employee and/or the Union may respond to any documents in the personnel file and such response, if in writing, will become part of that file. After 36 months, an employee and/or the Union may request removal of disciplinary reports provided that there have been no further reports issued or disciplinary action taken within the 36 month period.

#### Article 20 - CORRESPONDENCE/COMMUNICATION

20.1 For the purpose of official correspondence, the Union shall address:

TitleChief Administrative Officer (C.A.O.)

Address	Town of Bon Accord
	5025 – 40 Avenue, Box 779
	Bon Accord, AB T0A 0K0
Phone	780-921-3550

For the purpose of official correspondence, the Town shall address:

Title	President, CUPE Local 30
Address	CUPE Local 30 10425 Princess Elizabeth Avenue Edmonton, Alberta T5G 0Y5
Phone	780-426-6050

- 20.2 The Town shall supply each employee in the bargaining unit a copy of this agreement within fifteen (15) work-days of the signing of the agreement. All new Employees within the bargaining unit shall receive a copy of the agreement on their first day of employment.
- 20.3 The Union and the Employer shall jointly meet with all new Employees of the bargaining unit to review the collective agreement and all required safety and work practices.

In witness whereof the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2009.

On behalf of The Canadian Union of Public Employees, Local 30

Letter of Understanding

### between

# The Town of Bon Accord

-and-

The Canadian Union of Public Employees, Local 30

Re: Review of Classifications and Job Descriptions

The Employer and the Union agree to the creation of a Committee made up of two (2) Employer and two (2) Union representatives. The Committee shall review the current classifications and job descriptions and amend as required. The Committee shall commence in February, 2009 and shall be completed by April, 2009.

On behalf of The Canadian Union of Public Employees, Local 30

Letter of Understanding

between

# The Town of Bon Accord

-and-

# The Canadian Union of Public Employees Local 30

Re: Frances Kennett

The parties agree to the following benefits for Frances Kennett:

Sick leave, with pay, shall be granted to the above noted employee at the rate of one (1) work day per month, twelve (12) work days per year, accumulative to a maximum of sixty (60) work days.

Actually, as at December 31<sup>st</sup>, the above noted employee shall be paid 33 1/3 % of their regular daily rate of unused sick days in excess of sixty (60) days.

Should the above-noted be granted sick leave, it shall be paid for the period of such leave at her basic rate of pay and the number of days thus paid shall be deducted from her accumulated wick leave up to the amount of days accumulated at the time the sick leave commenced.

This Letter of Understanding shall remain in full force and effect until the above-noted employee no longer holds her position with the Employer.

On behalf of The Canadian Union of Public Employees, Local 30

Letter of Understanding

#### between

#### The Town of Bon Accord

-and-

#### The Canadian Union of Public Employees Local 30

Re: Pay Out of Accumulated Sick Leave

The following employees shall be paid out for their accumulated sick leave based on the following days at the rate of  $33 \frac{1}{3}$ :

Andrea Owen	4.0 days
William Johnson	13.50 days
Terry Silverhorn	4.0 days
Terry Doerkson	5.0 days

If any additional sick days are used prior to each year end it will reduce the payout accordingly.

On behalf of The Canadian Union of Public Employees, Local 30