

COLLECTIVE AGREEMENT

- between -

The Town of Bowden

- and -

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

CUPE / *Canadian Union
of Public Employees*

January 1, 2018 – December 31, 2019



Canadian Office & Professional Employees Local #491

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This Agreement made this 16 day of October, 2018

Between:

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

Party of the First Part

And:

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

Party of the Second Part

ARTICLE 1 – PURPOSE

The parties acknowledge that the primary purpose of both parties to this agreement is:

- a) To promote and maintain a positive working relationship and harmonious relations between the Employer, its Employees and the Union;
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to wages, working conditions, employment services and benefits;
- c) To encourage efficiency in operations; and
- d) To enhance the quality of service provided to the people of the Town of Bowden.

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

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

ARTICLE 2 – UNION

- 2.01 The Employer recognizes, under the terms of the certification granted under the Alberta Labour Relations Code, Sub Local #417 of the Canadian Union of Public Employees as the sole and exclusive bargaining agent for a unit of Employees of The Town of Bowden, described as all Employees covered by Certificate No. 114-2013.
- 2.02 The Employer agrees that persons outside the scope of the Union shall not perform the work of the Union except to the extent such activities are ancillary to their managerial duties or in cases of emergency or for the purpose of training.

- 2.03 No permanent Employee employed by the Town as of the date of the signing of this Agreement shall lose his employment with the Town, during the life of this Agreement, as a result of contracting out.

ARTICLE 3 – UNION DUES AND MEMBERSHIP

- 3.01 The Employer shall deduct from the monthly regular wages of all employees covered by this Collective Agreement an amount equal to the Union dues, initiation fees, reinstatement fees and back dues as established by the Union (collectively the “Union dues”). Such deductions shall be forwarded to the Secretary-Treasurer of the Canadian Union of Public Employees Local 417 no later than the 15th day of the following month in which the dues were deducted.
- 3.02 Such deductions shall be accompanied by a list of names, addresses and phone numbers of the employees from whose wages the deductions have been made, the amount of Union dues deducted from each Employee and the pay period covered by the deduction.
- 3.03 Any change in the Union dues will be communicated to the Employer in writing and take effect the month following the notification.
- 3.04 With the exception of management personnel and contracted employees, all new Employees, hired by the Employer, shall as a condition of employment, become members of the Union within seven (7) days of date of employment. The signing and completion of the Union Membership shall become part of the normal signing-up procedures for employees. The Employer shall provide to new employees an orientation package as provided by the Union.
- 3.05 The Employer will indicate any Union dues deducted on T-4 slips issued for Income Tax purposes.

ARTICLE 4 – LABOUR/MANAGEMENT COOPERATION

- 4.01 Employees are encouraged to exchange ideas that:
- a) may lead to greater efficiency;
 - b) assist in resolving problems;
 - c) provide a framework for harmonious relations;
 - d) assist in the resolution of complaints, except for grievances where the grievance and arbitration procedures are provided;
 - e) promote and make recommendations in regards to Health and Safety matters;
 - f) deal with other matters which may be within their purview.

ARTICLE 5 - MANAGEMENT RIGHTS

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

ARTICLE 6 - DEFINITIONS

- 6.01 "Basic Rate of Pay" shall mean the incremental step in the salaries appendix applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 6.02 "Anniversary Date" shall mean the date on which an Employee commenced employment with The Town of Bowden.
- 6.03 "Chief Administrative Officer" and "CAO" mean the Employee appointed by Council pursuant to the provisions of the *Municipal Government Act* to oversee the day-to-day activities of the Town.
- 6.04 "Continuous Service" shall mean the period of employment commencing on the latest date of employment that is not interrupted by termination or dismissal.
- 6.05 "Employee" shall mean a person covered by this Collective Agreement and employed by the Town of Bowden.
- 6.06 "Employer" shall mean The Town of Bowden.
- 6.07 "Permanent Full-time Employee" shall mean an Employee who has successfully completed the Probationary Period and who is required to work on a continuing basis, as outlined in Article 11.
- 6.08 "Permanent Part-time Employee" shall mean an Employee who has successfully completed the Probationary Period and who is required to work on a continuing basis, for less than the standard hours of work as outlined in Article 11.

- 6.09 "Temporary Employee" shall mean an Employee hired for a term with a defined commencement and termination date, which does not normally exceed six (6) months. Any extensions must have written agreement between the parties. The provisions of this Collective Agreement shall apply to Temporary Employees except for the following Articles: 7 (except for the last section of 7.01), 10, 12 (except for 12.05), 14, 16, 17 not including 17.03, 18, 29 and 30.
- 6.10 "Casual Employee" shall mean an Employee filling a position for thirty (30) days or less for a specific job or project; or for replacing permanent Employees while those Employees are on sick leave, compassionate care leave or leave of absence of not more than ninety (90) calendar days.
- 6.11 "Union" shall mean The Canadian Union of Public Employees, Local #417.
- 6.12 "Premium Payments" is defined as the payments paid to Employees under Article 20, Remuneration, Overtime, shift differential, standby and call out pay.

ARTICLE 7 - PROBATIONARY PERIOD

- 7.01 All newly hired Employees selected for a permanent position within the scope of this Agreement shall be required to serve a four (4) month probationary period. However, all newly hired Employees may be terminated at any time during the probationary period provided the provisions of the Alberta Employment Standards Code are followed where applicable. The Probationary Employee will have access to the grievance procedure as outlined in Article 22 but not the Arbitration process in Article 23.

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

A Temporary Employee who is awarded a permanent position in the same job shall be considered to have served the probationary period upon the completion of four (4) months of continuous service.

- 7.02 An Employee shall be advised in writing of the satisfactory completion of their probationary period.
- 7.03 All Permanent Full-Time and Part-Time Employees must participate in the Town's benefit plans after 90 days of employment.

ARTICLE 8 – TRANSFERS, PROMOTIONS & APPOINTMENTS

- 8.01 A transfer means a lateral move to a different position/classification at the same rate of pay.
- 8.02 A promotion means a permanent vertical move to a higher paid classification and, similarly, a demotion means a permanent vertical move to a lower paid classification (see 8.07).
- 8.03 An appointment means a vertical move to a position out of the scope of this Agreement. Such appointees are subject to the policy of the Town relating to the position and are not subject to the provisions of this Agreement.
- 8.04 All written applications for employment, transfers, or promotion shall be made to such Officer as the Town may designate.
- 8.05 When a vacancy occurs or a new position is created within the bargaining unit for a permanent position, such vacancy shall be posted on a service-wide basis, including via Email or electronic format, for a period of five (5) working days, and the Union shall be notified in writing. Postings may be advertised externally at the same time they are posted internally. Such postings shall indicate the nature of the position, qualifications (consistent with the position classification), shift, wage and salary rate. The Employer shall be free to temporarily fill a vacancy during the posting period by appointing a qualified member or qualified member of management.
- 8.06 In making promotions, permanent transfers and demotions, the determining factors shall be knowledge, education, ability, performance and skills, and where these factors are deemed to be relatively equal, seniority shall be the deciding factor. The Employer shall not establish qualifications in an unfair manner.
- 8.07 All permanent transfers and promotions shall be subject to a trial period. The transferred or promoted Employee will be given a trial period of sixty (60) days or such shorter time as the Employer considers suitable in the circumstances in which to demonstrate the Employee's ability to perform the new task satisfactorily. This trial period may be extended for a further sixty (60) days where warranted by special circumstances. Should such Employee fail to succeed during the above-mentioned trial period, the Town shall direct the Employee to return to the Employee's former position and rate of pay without loss of seniority. Should an Employee desire to transfer to his former position, he may do so within the trial period.
- 8.08 If, as a result of a recall from layoff, inability to perform the functions of a position, or by request, an Employee is transferred to a lower rated position, his rate will be adjusted immediately to the rate of the position to which he is transferred.
- 8.09 The Town may transfer Employees from one job to another on a temporary basis.

- 8.10 The Union shall be advised in writing of all permanent full-time staff changes, i.e. transfers, promotions, terminations and lay-offs.
- 8.11 New Employees shall, at their own expense, provide the Employer with a Driver's Abstract. The Employer shall pay for a Driver's Abstract if a current Employee(s) are required to produce a Driver's Abstract. New Employees may also be subject to a criminal records check at the cost of the Employer. A driver's abstract will be required every two years.
- 8.12 When an Employee is temporarily assigned to a work classification either higher or lower than his current classification he shall continue to retain the basic rate of pay for his current classification but will receive the basic rate of pay of the job to which he is temporarily assigned beginning the sixth (6th) consecutive working day of having worked in that position.
- When approved temporary assignments of coverage for short durations, the Employee moving into a different classification or a supervisory position and assumes the responsibilities of the position as assigned by the supervisor, the Employee will receive the rate of pay for that position.
- 8.13 New Employees may be placed in a Step of the appropriate Pay Grid range that in the opinion of the Town most clearly reflects previous experience and training directly related to the job being filled as per the job description.

ARTICLE 9 – SENIORITY/SERVICE

- 9.01 Seniority is defined as the length of continuous service in the bargaining unit and shall include service with the Employer prior to the certification of the Union. Seniority shall only accrue upon successful completion of the required probationary period. If the Employee has had a break in service with the Town of greater than three (3) months (not including any lay-off period), seniority shall be calculated from the date he was most recently rehired by the Town.
- 9.02 a) Service Seniority shall be lost for any of the following reasons:
- (i) Resignation of the Employee;
 - (ii) Discharge for just cause;
 - (iii) If the Employee fails to report for work after lay-off within three (3) working days of recall after being notified by registered mail. It shall be the duty of the Employee to keep the Employer informed of his current address;
 - (iv) If the Employee fails to report for work without permission for a period exceeding three (3) working days;

- (v) On the expiration of one (1) year following a lay-off during which time the Employee has not been recalled;
 - b) Seniority shall not accrue during an approved leave of absence in excess of thirty (30) days.
- 9.03
- a) The Employer shall maintain a seniority list showing each Employee's seniority date. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
 - b) Where two (2) or more Employees commenced work on the same day, preference shall be in accordance with the date of the application for employment was received.
 - c) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 9.01.
 - d) Where a Casual or Temporary Employee becomes permanent full-time or permanent part-time with the Employer, and their service with the Employer has been unbroken by termination or resignation, their seniority date shall be adjusted to take into account all hours worked as a Temporary or Casual Employee. Their date of seniority shall be adjusted by one (1) day for every eight (8) hours of work, or seven (7) hours worked for inside workers.
- 9.04 Where an Employee in the bargaining unit accepts a position with the Employer which is excluded from the bargaining unit, seniority will be forfeited unless the Employee reverts to his former position as per Article 8.

ARTICLE 10 - LAY-OFF

10.01 Definition of Lay-Off

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

10.02 Notice of Lay-Off

Permanent full-time and part-time Employees shall receive ten (10) days working notice, or pay in lieu thereof, of the Employer's intention to lay off. A copy of such notice shall be provided to the Union.

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

- 10.04 Where an Employee does not return to work as required within three (3) working days of being recalled in accordance with Article 10.05, the employment relationship shall be terminated.
- 10.05 Employees who have been laid off for lack of work only shall be recalled in order of their seniority and no new Employees shall be hired until those Employees, with the required qualifications, who have been laid off, have been given the opportunity of recall.
- 10.06 No Employees shall be hired by the Employer until eligible Employees on lay off have been given the opportunity to return to work in accordance with Article 10.05.
- 10.07 a) The right to recall in accordance with Article 10.05 shall continue for a period of twelve (12) months after which time the employment relationship shall be terminated.
- b) When employment is terminated in accordance with Article 10.07 a), or for any other reason without just cause, the following termination pay shall be payable based on an amount equal to the wages the Employee would have earned if the Employee had worked the applicable termination notice period as follows:
- (i) One (1) week, if the Employee has been employed by the Employer for more than three (3) months but less than two (2) years;
 - (ii) Two (2) weeks if the Employee has been employed by the Employer for two (2) years or more but less than four (4) years;
 - (iii) Four (4) weeks if the Employee has been employed by the Employer for four (4) years or more but less than six (6) years;
 - (iv) Five (5) weeks if the Employee has been employed by the Employer for six (6) years or more but less than eight (8) years;
 - (v) Six (6) weeks if the Employee has been employed by the Employer for eight (8) years or more but less than ten (10) years; or
 - (vi) Eight (8) weeks if the Employee has been employed by the Employer for ten (10) years or more.
- c) If at any time during the term of this Collective Agreement the notice periods outlined in Article 10.07 b) are less than the minimum requirements of the *Employment Standards Code*, the minimum requirements of the *Employment Standards Code*, as amended from time to time, will apply.
- 10.08 The Employee will provide the Employer with two (2) weeks written notice when resigning from his position with the Employer.

ARTICLE 11 - HOURS OF WORK

- 11.01 The normal hours of work for Public Works Employees shall be eight (8) hours per day, forty (40) hours per week for five (5) consecutive days and normally scheduled between 0730 hours and 1600 hours, Monday to Friday. The normal hours of work for the Arena staff shall be eight (8) hours per day, forty (40) hours per week for five (5) consecutive days. Upon agreement, an Arena staff employee may work in excess of eight (8) hours per day to a maximum of ten (10) hours per day at a regular rate of pay (with the exception of any emergency situations), provided the average hours of work in a four week period shall not exceed forty (40) hours of work.
- 11.02 The Employer may establish other regular hours of work and shifts where the Employer deems it to be in the best interest of operating its business. Where the Employer establishes other regular hours of work or shifts, the Employer shall provide the Union twenty-four (24) hours notice of the establishment of such shift provided that there is an eight (8) hour rest period since the Employee last worked.
- 11.03 Paid on-site rest period of fifteen (15) minutes in each half of a shift will be permitted.
- 11.04 An Employee working a shift of more than three (3) hours but less than five (5) hours shall be given one paid fifteen (15) minute rest period.
- 11.05 There shall be no regularly scheduled split shifts.
- 11.06 Any Employee who is absent from scheduled duties for two (2) consecutive working days, without prior approval, will be deemed to have resigned, unless it can be later shown to the Employer that emergency or special circumstances prevented adequate or timely notification.
- 11.07 Employees shall report for their regular hours of work at the place directed by the person in charge and shall go to and from such place on their own time. Where an Employee is required to report to a new place during his regular hours of work, he shall do so without loss of pay.
- 11.08 Work hours exclude a meal period of one thirty minute (30) unpaid lunch break, to be taken at approximately mid-part of a shift, during each working day in which the Employee works in excess of five (5) hours. Given that Arena staff cannot leave the premises as per Article 11.11, they will receive a paid lunch break.
- 11.09 The Employer will post the shift schedule at least two (2) weeks in advance except where emergency or special circumstances prevent such posting.
- 11.10 All Employees are expected to report for duty promptly, such that they are fully prepared to begin work at the designated shift start time.

- 11.11 Employees are not permitted to leave the premises or jobsite during their paid rest breaks, without approval of the supervisor. Arena staff are not permitted to leave the arena during their lunch break.
- 11.12 Public Works Employees who are denied a paid fifteen (15) minute rest period during a shift shall be permitted to leave fifteen (15) minutes prior to conclusion of such shift.

ARTICLE 12 - ANNUAL VACATION

12.01 Length of Vacation

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

- after one (1) year of continuous service – two (2) weeks (10 working days);
- after two (2) years of continuous service – three (3) weeks (15 working days);
- after six (6) years of continuous service – four (4) weeks (20 working days);
- after fifteen (15) years of continuous service – five (5) weeks (25 working days);
- after twenty-two (22) years of continuous service – six (6) weeks (30 working days).

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

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

12.04 Each Employee shall submit on a form provided by the Employer, his request for vacation to the CAO by March 1st of each year and CAO will post the vacation schedule by May 1st of each year. Conflicts in vacation scheduling shall be settled on the basis of seniority provided the Employee has submitted his vacation request prior to March 1st.

12.05 Temporary Employees, Casual Employees and non-permanent Part-time Employees shall earn annual vacation with pay based on years of Continuous Service, as follows:

- from commencement of employment to two (2) years of service – 4% regular earnings;
- after completion of two (2) years of service – 6% of regular earnings;
- after completing four (4) years of continuous service – 8% of regular earnings.

- 12.06 It is understood that for the purpose of Article 12.01 regular earnings for Permanent Part-time Employees shall include the regular scheduled shifts of the Employee while they are taking vacation time in accordance with Article 12.01.
- 12.07 Vacation pay will be paid to Temporary Employees, Casual Employees and non-permanent part-time Employees as it is earned.
- 12.08 Vacation with pay shall not accrue during periods while an Employee is:
- a) on lay-off;
 - b) while in receipt of short term disability;
 - c) on leave of absence;
 - d) on Maternity Leave, Parental Leave or Adoption Leave; or
 - e) in receipt of compensation from the Workers' Compensation Board of more than twenty-one (21) days.
- 12.09 Upon termination, Employees shall receive vacation pay based upon the vacation entitlement earned up to the date of termination.
- 12.10 An Employee shall be entitled to receive his approved vacation entitlement as per Article 12.04, up to two (2) weeks, in an unbroken period. Any vacation in excess of two (2) weeks must have Employer approval to receive the additional vacation in an unbroken period such approval not to be unreasonably denied.
- 12.11 Employees will not be permitted to carry vacation entitlement into the year following the year when it is to be taken, unless by a special request and approval by the CAO. Where an Employee has failed to take his vacation entitlement, the Employer reserves the right to schedule the vacation for the Employee.
- 12.12 Notwithstanding Article 12.08, the time period that an Employee received Workers' Compensation Board benefits will not reduce the Employee's years of service for the purposes of Article 12.01.
- 12.13 Current Employees who have better Annual Vacation than above shall maintain those vacations until they qualify for the next increment as per the Letter of Understanding.
- 12.14 Where, during a period of vacation, an Employee is hospitalized or injured to such an extent to be incapable of working, there shall be no deduction from the vacation credits for such absences. Medical verification for this period may be requested.

ARTICLE 13 - NAMED HOLIDAYS

13.01 The Employer recognizes the following as paid holidays:

- | | |
|--------------------|---------------------|
| 1. New Year's Day | 7. August Civic |
| 2. Family Day | 8. Labour Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Remembrance Day | 10. Christmas Day |
| 5. Victoria Day | 11. Boxing Day |
| 6. Canada Day | |

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

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

13.03 Notwithstanding Article 13.02, an Employee who is absent from work while:

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

shall not be entitled to:

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

for the aforementioned Statutory Holidays

13.04 All Employees shall receive the recognized Statutory Holidays for which they are eligible with pay, or other days with pay in lieu of such Statutory Holidays, providing that they are available for work in accordance with their regular hours of work preceding, during and following the designated day for observance of the holiday.

- 13.05 Where the Employer recognizes a day off in lieu of the actual Statutory Holiday for the Employees, the Employer shall pay the Employee a regular day's pay at his basic rate of pay during the Statutory Holiday with the Employee receiving a day off with pay within ninety (90) days to be taken at a time mutually agreed upon between the Employer and the Employee.
- 13.06 If the Statutory Holiday occurs on a day that is not the Employee's regularly scheduled day of work and the Employee is required to work, he shall be paid one and one-half (1½) times his basic rate of pay for each hour worked.
- 13.07 a) If the Statutory Holiday occurs on an Employee's regularly scheduled day of work, and the Employee is required to work, he shall receive one and one-half (1½) times his basic rate of pay for all hours worked;
- b) Permanent Full-Time Employees shall receive a day off with pay within ninety (90) days to be taken at a time mutually agreed between the Employer and the Employee, paid at his basic rate of pay for full-time hours as per Article 5;
- c) For Permanent Part-Time Employees, a day off with pay to be taken within ninety (90) days at a time mutually agreed upon between the Employer and the Employee, equal to his regular wages earned during the nine (9) weeks preceding the week in which the Statutory Holiday occurs, divided by the number of days worked in that period.
- 13.08 Temporary, Casual Employees and non-permanent part-time Employees shall be paid one and one-half (1½ x) times their basic rate of pay for all hours worked on a Statutory Holiday.

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

- 14.01 Definition: "Sick Leave" means the period of time an Employee who comes under the terms of this Agreement is absent from work with full pay due to bona fide sickness and/or injury and is not in receipt of benefits from Workers' Compensation or short or long term disability.
- 14.02 The accrual and use of sick leave credits will be administered in accordance with the following:
- a) Permanent Full-time Employees shall accumulate sick leave at the rate of one (1) day per month of full-time employment, to a maximum credit of twelve (12) working days per calendar year.
- b) Permanent Part-time Employees shall accumulate sick leave based on a pro rata basis of hours worked as compared to Permanent Full-time Employees.

- c) Sick leave credits will be accumulated in accordance with Article 14 up to a maximum credit of twelve (12) working days, provided, however, that an Employee shall not be entitled to use sick leave credits prior to completion of their probationary period as per Article 7.
- d) Sick leave credits shall not accrue during a period of in excess of two (2) weeks in the case of:
 - (i) illness;
 - (ii) injury;
 - (iii) lay-off;
 - (iv) leave of absence; or
 - (v) periods while in receipt of compensation from the Workers' Compensation Board or other income replacement plan benefits.
- e) When an Employee has accrued the maximum sick leave credits, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time, the Employee shall commence accumulating sick leave credits up to the maximum once more.
- f) On the date of ratification, Employees who have accumulated more sick leave credits than listed above in 14.02 shall maintain those credits until they are utilized below the twelve (12) working days.
- g) Permanent Employees who have not exhausted their sick bank at the end of the fiscal year shall have the equivalent of the remainder of their sick credits added to wages on the first pay period of the following year upon request.

14.03 An Employee may use their sick leave credits in order to attend doctor, dentist, or eye examination appointments with each such appointment resulting in a minimum of one half (1/2) day of sick leave time. The Employee's immediate supervisor must grant prior approval.

14.04 Leave without pay may be granted when all accumulated sick leave is exhausted.

14.05 Proof of Illness

- 1) An Employee may be required to produce a certificate from a medical practitioner, on a form provided by The Town, for any illness or injury, certifying that the Employee was unable to carry out his duties due to such illness or injury. The cost, if any, for this certificate shall be reimbursed to the employee by the Town. When asked by the Town to provide such a certificate

before returning to work, an Employee who fails to produce such certificate may be subject to a loss of pay for the time taken off as sick.

- 2) Employees shall, make every reasonable effort prior to three (3) hours of the commencement of their scheduled shift, notify their supervisor that they will be unable to report for work due to sickness.
- 14.06 Sick leave pay shall be at the Employee's regular rate of pay and all days paid shall be deducted from the Employee's sick credits accumulation exclusive of holidays that may fall within the sick leave period. During any vacation period, if an Employee becomes hospitalized or injured to such an extent that would render him incapable of working, he will not lose vacation time, unless such hospitalization or injury is wilful in nature and/or self-inflicted.
- 14.07 While on Sick Leave or Short Term Disability, benefits will be provided until the Employee is entitled to Long Term Disability. It is understood that Employees, while on Short Term Disability, shall reimburse the Town for their share of the benefits as outlined in Article 18.
- 14.08 While on Long Term Disability, the Employee shall have the option of continuing their Health Benefit and Pension benefit coverage provided the Employee pays the Employer and Employee share of the benefit premiums and these payments must be made in advance for each thirty (30) day (or portion thereof) period off work.
- 14.09 Employees shall have up to two (2) days per calendar year from their sick leave to care for an immediate family member, except for regular doctor and/or dentist appointments.
- 14.10 When Employees are aware that they will be absent from work for more than two (2) days, they shall advise the Employer in writing.
- 14.11 For sick leave in excess of two (2) days, Employees shall submit medical proof of illness the costs of which to be reimbursed to the Employee by the Town.
- 14.12 An Employee automatically reverts to Short Term Disability benefits as determined by the carrier's policy and will not be entitled to use nor accumulate sick leave credits while entitled to Short Term Disability benefits.
- 14.13 Upon termination or resignation, all sick leave credits will be cancelled and no payment for such credits made to the Employee by the Employer.
- 14.15 An Employee who is on sick leave is not permitted to be gainfully employed during the period, or to use the approved time off for personal financial gain of any sort.

ARTICLE 15 – WORKERS’ COMPENSATION BENEFITS

15.01 When an Employee is unable to work as a result of a compensable illness or accident that occurs in the course of their work, they shall be covered under the Workers' Compensation Act.

ARTICLE 16 - MATERNITY/ADOPTION LEAVE

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

work of a comparable nature, with no less than the same salary, entitlements and other benefits as were accrued to the Employee when maternity/adoption leave commenced.

ARTICLE 17 - LEAVE OF ABSENCE

- 17.01 When it is necessary for an Employee to make application for leave of absence to perform duties of any office in his local Union or of the parent Union, such request shall have priority over all other applications. A maximum of ten (10) working days per year will be allowed under this Article. The applications must be made in writing to the CAO. During the absence of any Employee on special work of this nature, such Employee shall retain seniority rights. Such time shall be with pay and the Union will be billed by the Town for those days.
- 17.02 The Employer agrees that where permission has been granted by the Employer to representative(s) of the Union to leave their employment temporarily in order to carry out business in respect to a grievance, they shall suffer no loss of pay for this time so spent. The Town shall allow a grievor and those persons necessary as witnesses, to attend a grievance hearing without loss of regular pay.
- 17.03 Leave of absence to an Employee in order to carry out responsibilities incurred by the demise of a relative shall be permitted up to five (5) working days with pay. Such leave shall be extended by two (2) working days if travel in excess of 300 kilometres (one way) is necessary with prior approval by the Employer.
- 17.04 Leave for Family Illness
- Leave of absence to an Employee shall be granted in order to carry out responsibilities incurred by the serious illness of a relative and/or an accident shall be permitted up to five (5) working days with pay. Such leave may be extended by two (2) working days if travel in excess of 300 kilometres (one way) is necessary with prior approval by the Employer. Paid serious illness leave may only be granted once per illness and on request the Employee may be required to submit medical proof of illness or a verification of death to the Employer.
- 17.05 For the purpose of Articles 17.03 and 17.04, a relative shall be defined as the Employee's: parent, sibling, spouse, common-law spouse (including same gender partner), child or foster child, guardian, mother-in law or father-in-law, stepchildren, stepparents, grandparents and the Employee's spouse's grandparents.
- 17.06 Where a permanent Employee qualifies for bereavement leave during his period of vacation or holidays, there shall be no deduction from vacation or holiday credits for such absence. The period of vacation so displaced shall either be added to the vacation or holiday period or reinstated for use at a later date, at the mutual agreement of the Employee and the CAO.

- 17.07 Any permanent Employee may be allowed one (1) day of personal leave of absence per year with pay. Any granting of a request for a personal leave of absence will be at the discretion of the CAO and shall not be unreasonably denied so long as the request is made at least twenty-four (24) hours prior to the start of the personal leave.
- 17.08 Professional development leave will be as per the Town Policy.
- 17.09 A general leave of absence may be approved by the Employer for an Employee to be absent from work without pay for a definite period of time.
- 17.10 All requests for a general leave shall be made in writing to the CAO at least thirty (30) working days in advance of the leave commencing, except in situations of an unforeseen or emergency nature, in which case the Employee's request shall be made as soon as they become aware of the situation which prompted the request for the leave.
- 17.11 When an Employee is granted a general leave of absence without pay in excess of one (1) month, the Employee shall have the option of continuing their Health Benefit coverage provided the Employee pays the Employer and Employee share of the benefit premiums and these payments must be made in advance for each thirty (30) day (or portion thereof) period off on leave of absence.
- 17.12 A permanent Employee who is summoned for jury duty, subpoenaed as a witness, or subpoenaed as a defendant shall not suffer any loss of salary whilst so serving provided that all fees paid as compensation for loss of income are paid to the Employer. This Article shall only be in effect for the first thirty (30) days of any proceedings.

ARTICLE 18 - EMPLOYEE BENEFITS

- 18.01 Permanent Full-Time and Part-Time Employees must participate in the Town's Benefits Program after ninety (90) days of employment.
- 18.02 In addition to the Canada Pension Plan, every Permanent Employee shall join the Local Authorities Pension Plan and Employees and the Employer shall make contributions to such plan in accordance with the provisions of the plan, upon completion of their probationary period.
- 18.03 The Town shall pay:
- a) Fifty percent (50%) of the premium cost for Short-Term Disability and Long-Term Disability (Weekly Indemnity) Benefit Plan;
 - b) Fifty percent (50%) of the premium cost for the Vision Plan;

- c) Fifty percent (50%) of the premium cost for the Dental Plan;
 - d) Fifty percent (50%) of the premium for the Alberta Health Care Plan;
 - e) One hundred percent (100%) of the premium for all Employees for the Group Life Insurance Plan;
 - f) One hundred percent (100%) of the premium for the Group Health Plan.
- 18.04 The Employer reserves the right to change plans and insurers provided the level of coverage does not fall below current levels.
- 18.05 The decision to extend coverage for any particular claim rests exclusively with the benefit provider and, where the Employer has complied with all of their requirements regarding a claim, such decision will not be the subject of the Grievance or Arbitration process.
- 18.06 If legally obligated to return any EI Plan Reductions to the Employees, such reduction and/or rebates shall be applied to the Town of Bowden benefit plan.
- 18.07 Participation in the group benefits plan shall be compulsory for all new Permanent Full-Time and Part-Time Employees. However, such new Employees may refuse to be covered by the Town's Extended Health Plan and/or Dental Care Plan if they provide proof of similar or superior coverage elsewhere.

ARTICLE 19 - WORKING CONDITIONS

19.01 Safety

- a) The safety and health of all Employees is a prime consideration in the operation of the Town of Bowden. It is the intention of the Employer, through the full participation and support of the Union and Management, to establish and maintain effective programs to prevent and reduce Employee injury.
 - b) The parties agree that safety regulations are necessary and conformance with such regulations shall be a condition of employment.
- 19.02 The Employer will provide safety equipment as may be required, including approved eye protection, safety goggles, hearing protection, gloves, hard hats, safety vests and coveralls at reasonable cost to the Town.
- 19.03 For all Employees, the Employer will make a contribution towards the purchase of protective footwear to a maximum of \$300.00 per calendar year upon submission of proof of purchase. The Employee may designate up to \$100.00 per calendar year from the allocation to be used for work clothing reimbursed once per calendar year upon submission of proof of purchase.

ARTICLE 20 – REMUNERATION

20.01 Classification of Wages – Schedule A

As set out in Schedule “A”

20.02 Overtime

- a) Where an Employee’s normal hours are eight (8) hours per day or forty (40) hours per week all time worked over this period shall be considered overtime. All overtime will be voluntary subject to emergent situations.
- b) All overtime shall be paid at the rate of one and one half (1 1/2) times for all hours worked prior to and after normal shifts.
- c) Any overtime worked on a Statutory Holiday shall be paid at the rate of one and one half (1 1/2 x) times for all hours worked plus straight time for the Statutory Holiday.
- d) In the event of a Permanent Full-time or Permanent Part-time Employee being called upon to work on his days off, he shall be paid one and one half (1 1/2) times for all hours so worked. All other Employees shall be entitled to overtime if they exceed the daily hours of work as per Article 11.
- e) No overtime will be paid unless pre-approval was received from the CAO.
- f) No Employee shall be required to take time off in lieu of overtime except where the CAO and the Employee have reached mutual agreement on the taking of lieu time off. Time off in lieu shall be at the appropriate overtime rate. A leave request form shall be submitted to the CAO for approval at least 24 hours prior to the requested time off in lieu.
- g) After eight (8) regular hours of work and four (4) hours of overtime, Employees shall be entitled to a one-half (1/2) hour paid break, such paid break to be taken during the 5th hour of overtime.

20.03 No Employee shall be required to take time off in lieu of being paid overtime. However, an Employee may bank time off in lieu (calculated as per Article 20.02(f)) subject to the following:

- a) The maximum amount of overtime banked and used in any calendar year shall be forty (40) hours; and
- b) The time shall be taken at a later date mutually agreeable to the Employer and the Employee; and

- c) Any time banked and not used prior to the last pay period in December will be paid out on the first pay period of the New Year; and
- d) An Employee may request banked overtime to be paid out at any time during the year by giving the Employer one (1) pay period notice prior to the date of the pay out.

20.04 Call-out

- a) Call-out occurs when an Employee is called back to the worksite after he has left work and is required to work after the completion of his regular shift on that day for each call.
- b) In the event that an Employee is called out for work outside of regular hours of work, the Employee shall receive a minimum of two (2) hours pay at the overtime rate or actual time worked, whichever is greater, starting from the time that the Employee arrives at the designated reporting location. Any additional call-outs for the same task within the minimum guarantee period shall be considered as one call-out. Any other call-outs (for a different task) will entitle the Employee to a minimum of one hour pay or actual time worked, whichever is greater, at the overtime rate.
- c) The Employee is responsible to notify his supervisor in the event he is unable to respond to the posted standby/call-out schedule a minimum of 24 hours before the start of the scheduled standby/callout begins.

20.05 Stand-by Duty

- a) Any Employee who is required by management for Stand-By Duty shall be paid \$200.00 per week.
- b) If the Employee, while on Standby, is called out for work, the Employee shall receive a minimum of two (2) hours pay at the overtime rate or actual time worked, whichever is greater, starting from the time that the Employee arrives at the designated reporting location. Any other calls-outs for different tasks in the same day will be entitled to a minimum of one (1) hour pay or actual time worked, whichever is greater, at the overtime rate for each subsequent call out.
- c) The Standby day is considered to be:
 - i) Monday to Thursday from 4:01 pm to 7:30 am (the following day);
 - ii) Friday 4:01 pm to Monday 7:30 am;
 - iii) Should a Statutory Holiday fall on a weekend, Standby duty shall be extended until Tuesday 7:30 am.
- d) Employees responsible for Standby/Call Out shall be able to respond to a telephone emergency call within fifteen (15) minutes of receiving the call and

should be able to attend at the Town work shop within thirty (30) minutes thereafter. Response times may vary due to unforeseen circumstances.

- e) Employees responsible for Standby/Call Out shall remain within a twenty (20) km radius of the Town.
- f) If an Employee is required to complete routine checks during the weekend and statutory holidays he shall be compensated at the minimum of two (2) hours per day at overtime rate or the actual time worked, whichever is greater.

20.06 Temporary Assignment

a) Senior Work

Provided he is qualified and able to fill the position, an Employee temporarily assigned to a senior position for greater than five (5) consecutive working days shall receive the base rate of pay for that position providing all substantial duties for the position are performed.

b) On-The-Job Training

Where the Employer has designated an Employee to work in a training position in another classification, such Employee shall receive the regular wages of his previous position while he is being trained. When an Employee assumes all of the duties of the higher rated position, and upon the approval of the CAO, he shall receive the hourly rate of pay for the classification in which he is working.

ARTICLE 21 - WARNING NOTICES AND DISCIPLINE

- 21.01 With the exception of verbal warnings, when an Employee is to be disciplined or dismissed by the Employer, the Employee shall be advised that they have the right to have a Union representative present.
- 21.02 An Employee shall be given written particulars of a written warning, suspension or discharge. No letter of discipline may be placed on an Employee's personnel file without the Employee's knowledge. Copies of all warning notices or notices of discharge, suspension or other discipline shall be provided to the Union within five (5) working days of the notice, indicating the nature of the cause for the disciplinary action.
- 21.03 Upon expiration of twelve (12) months from the date of a letter of discipline, the letter shall be removed from the Employee's personnel file.
- 21.04 No Employee shall be disciplined or dismissed without just cause. Certain infractions and serious incidents may warrant foregoing progressive discipline. In such cases, the Employee could face immediate suspension or termination with no

preliminary warnings being issued. Where an Employee has been dismissed, the first step of the grievance procedure shall be omitted and the grievance shall commence at Step 2.

- 21.05 With forty-eight (48) hours notice, an Employee has the right to view his personnel file in the presence of the Employer.

ARTICLE 22 - GRIEVANCE PROCEDURE

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

22.03 Authorized Representatives

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

22.04 Mandatory Conditions

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

- c) The remedy or correction the Employer is requested to make; and
- d) The section(s) where the Agreement is claimed to have been violated.

22.06 An earnest effort shall be made to settle grievances fairly and promptly in the manner described.

Step 1

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

Step 2

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

Step 3

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

Step 4

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

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

ARTICLE 23 – ARBITRATION

- 23.01 Either party wishing to submit a grievance to arbitration shall, within fifteen (15) days of the receipt of the Council decision of the grievance procedure, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of a single Arbitrator.
- 23.02 Within ten (10) days of receipt of notification provided for as above, the party receiving such notice shall:
- a) inform the other party of the name of its appointee to the Arbitration Board;
 - or
 - b) arrange to meet with the other party in an effort to select a single Arbitrator. Where agreement cannot be reached on the principal, and/or selection of a single Arbitrator, an Arbitration Board shall be established.
- 23.03 Where appointees to the Board have been named by the parties, they shall within ten (10) days endeavour to select a mutually acceptable Chairman of the Arbitration Board. If they are unable to agree upon the choice of a Chairman, application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the *Labour Relations Code*.
- 23.04 The Arbitration Board shall hear and determine the grievance and shall issue an award, in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority the decision of the Chairperson shall be the decision of the Board.
- 23.05 The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.
- 23.06 Each of the parties to this Collective Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the two (2) parties to the dispute.

ARTICLE 24 – CLASSIFICATION

- 24.01 Where the Town creates a new classification which is not included in this Agreement, or where the duties of an existing classification are substantially altered so as to change the nature of the work being performed, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the classification in question, the dispute shall be submitted to the Grievance and Arbitration Procedure at Step 2 of the grievance procedure. The final rate of pay as agreed upon or as determined by an Arbitration

Board shall be retroactive to the date of appointment to the new classification. The Town, however, in the case of a newly established classification, maintains the right to establish a rate of pay and to fill the position pending completion of the above process.

- 24.02 A copy of the current job description for each classification in the bargaining unit shall be supplied to the Union and a copy of the applicable job description to all existing Employees within thirty (30) days of the signing of this Agreement. All new Employees shall be provided a copy of the applicable job descriptions when they are hired.

ARTICLE 25 - TERM OF AGREEMENT

- 25.01 Except where otherwise stated in this Collective Agreement, all articles of this Collective Agreement are retroactive to January 1, 2018. This Collective Agreement shall be in full force and effect from and after the date upon which the Employer and the Union exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including December 31, 2019, and from year to year thereafter except as hereinafter provided.
- 25.02 Either of the parties hereto may serve notice of the desire to amend the Collective Agreement and commence Collective Bargaining by notice in writing not less than sixty (60) days, nor more than one hundred twenty (120) days prior to the expiry of this Agreement. Following notice, the parties agree to exchange proposals
- 25.03 Where notice to amend this Collective Agreement is given, this Collective Agreement shall remain in full force and effect until a new Collective Agreement has been executed in accordance with the provisions of the Alberta Labour Relations Code, the right of the bargaining agent to represent the Employees is terminated, or a strike or lockout commences under the provisions of the Alberta Labour Relations Code. Changes to this Agreement agreed upon by the parties, however, may be made at any time, provided that such changes are properly reduced to writing and executed by authorized representatives of the parties to the Agreement. Such changes shall form part of the Collective Agreement and are subject to grievance and arbitration procedure.
- 25.03 There should be no strike or lockout during the term of this Collective Agreement.
- 25.04 If neither party submits notice as per clause 25.02, this Agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given within the aforementioned sixty (60) to one hundred and twenty (120) days in a subsequent year.

ARTICLE 26 - GENDER NEUTRAL LANGUAGE

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

ARTICLE 27 – NOTICE TO UNION

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

ARTICLE 28 – NO DISCRIMINATION OR HARASSMENT

28.01 The Employer and the Union shall not discriminate against any Employee in a manner that would contravene the *Alberta Human Rights, Citizenship and Multiculturalism Act*. The Employer shall not discriminate against any of its employees by reason of their membership or activity in the Union.

28.02 The Employer agrees to promote and expect its workplace to be free of personal and sexual harassment.

ARTICLE 29 – RETIREMENT

29.01 Employees who retire with a minimum of ten years of Town service shall be recognized through a Town plaque, and a gift calculated using the formula of \$10.00 for each year of service.

ARTICLE 30 – LONG SERVICE RECOGNITION

30.01 Employees who have completed years of service in five year increments will be recognized through the following means;

- Five year – Town plaque and gift or gift certificate of \$100.00
- Ten years – an attachment to the Five year plaque and a gift or gift certificate of \$150.00
- Fifteen years – an attachment to the Five year plaque and a gift or gift certificate of \$200.00
- Twenty years – an attachment to the Five year plaque and a gift or gift certificate of \$250.00
- Twenty-five years – an attachment to the Five year plaque and a gift or gift certificate of \$300.00
- Thirty years - an attachment to the Five year plaque and a gift or gift certificate of \$350.00

ARTICLE 31 – PAY DAYS

- 31.01 All Employees will be paid, by direct deposit only, on a MONTHLY basis, which will be deposited on the second last banking day of each month. Employees shall be offered an mid-month advance to be direct deposit on the 15th day of the month unless the 15th is not a banking day and the deposit will be made on the day closest to the 15th day of the month.
- 31.02 The mid-month advance shall be a minimum of seven hundred (\$700.00) dollars or a different amount as designated by the Employee.

ARTICLE 32 – TRAINING

- 32.01 The Town agrees to pay the full cost of any courses of instruction required by the Town for any Employee to better qualify the Employees to do their jobs and/or to maintain required certifications.
- 32.02 At the request of the Employer, for all Employees who are required to attend required course(s), it is understood that the Employer agrees to pay the required fees and to pay for the time spent in attendance at these course(s) at the regular hourly rate.
- 32.03 Employees having to attend mandatory Employer meetings will be paid at the normal hourly rate of pay for all hours in attendance.

ARTICLE 33 – VOLUNTEER FIRE DEPARTMENT

- 33.01 Employees shall be granted Leave with pay in order to attend fire calls during hours of work if they are members of Bowden Fire Department.

ARTICLE 34 – BULLETIN BOARDS

- 34.01 The Town will endeavour to provide bulletin board space for Union use at all worksites.

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 417

THE TOWN OF BOWDEN



SIGNED THIS 16 DAY OF October, 2018

Appendix “A”

Wage scale 2018 – 1.5% increase to all classification effective January 1, 2018

Job Title	Wage Range	Starting Wage	After Probation	After 1 Year
Public Works Operator (Supervisor)	22.35-30.50	22.35	25.90	30.50
Public Works Operator – Level II	19.33-25.81	19.00	22.39	25.81
Public Works Operator – Level I	15.78-20.68	15.78	17.96	20.68
Parks Operator – Level I	13.60-17.20	13.60	2nd Year = 15.39	3rd Year = 17.20
Arena Operator – Level II	19.33-25.81	19.00	22.39	25.81
Arena Operator – Level I	15.78-19.03	17.96	17.96	20.68

Appendix “A”

Wage scale 2019 –1.5% increase to all classification effective January 1, 2019

Job Title	Wage Range	Starting Wage	After Probation	After 1 Year
Public Works Operator (Supervisor)	22.69-30.96	22.69	26.29	30.96
Public Works Operator – Level II	19.29-26.20	19.29	22.73	26.20
Public Works Operator – Level I	16.02-20.99	16.02	18.23	20.99
Parks Operator – Level I	15.00-19.01	15.00	16.79	19.01
Arena Operator – Level II	19.29-26.20	19.29	22.73	26.20
Arena Operator – Level I	16.02-20.99	16.02	18.23	20.99

Appendix "A-1"

Classification / Position

Town Workers

Public Works

Public Works Operator I
Public Works Operator II
Public Works Operator (Supervisor)
Parks Operator I
Arena Operator I
Arena Operator II

LETTERS OF UNDERSTANDING

BETWEEN

**THE TOWN OF BOWDEN
(the “Employer”)**

and

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

Re: Prior seniority - service

It is agreed and understood between the Parties that those Employees who, prior to the ratification of the Collective Agreement and Certification of the Union, had been Employed by Employer, Town of Bowden shall have their past seniority – service recognized for all service related benefits or entitlements.

SIGNED THIS 16 DAY OF October, 2018

ON BEHALF OF THE TOWN OF
BOWDEN:

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