

COLLECTIVE AGREEMENT

BETWEEN

TOWN OF STETTLER



AND

CUPE / Canadian Union
of Public Employees

Canadian Union of Public Employees
LOCAL 971

January 1, 2024 – December 31, 2026



Canadian Office & Professional Employees Local #491

TABLE OF CONTENTS

ARTICLE 1	PREAMBLE AND DEFINITIONS.....	3
ARTICLE 2	RECOGNITION AND NEGOTIATIONS.....	5
ARTICLE 3	NO DISCRIMINATION	6
ARTICLE 4	MEMBERSHIP AND CHECK OFF	7
ARTICLE 5	MANAGEMENT RIGHTS	7
ARTICLE 6	CONTRACTING OUT.....	8
ARTICLE 7	INCLEMENT WEATHER.....	8
ARTICLE 8	TRANSFERS, PROMOTIONS & APPOINTMENTS.....	8
ARTICLE 9	NEW POSITIONS.....	9
ARTICLE 10	SENIORITY	10
ARTICLE 11	HOURS OF WORK	11
ARTICLE 12	OVERTIME.....	13
ARTICLE 13	STAND-BY PROVISIONS	14
ARTICLE 15	DISCHARGE, SUSPENSION AND DISCIPLINE	16
ARTICLE 16	PAYMENT OF WAGES AND ALLOWANCES	17
ARTICLE 17	TOOLS AND EQUIPMENT	17
ARTICLE 18	CLOTHING ALLOWANCE	18
ARTICLE 19	HOLIDAYS	18
ARTICLE 20	VACATIONS.....	19
ARTICLE 21	SICK LEAVE PROVISIONS	20
ARTICLE 22	LEAVE OF ABSENCE.....	22
ARTICLE 23	EMPLOYEE BENEFITS	25
ARTICLE 24	SAFETY AND EMPLOYEE-MANAGEMENT	27
ARTICLE 25	GRIEVANCE PROCEDURE	28
ARTICLE 26	ARBITRATION	31
ARTICLE 27	NO LOCK-OUT, NO STRIKE	33
ARTICLE 28	CHANGES IN AGREEMENT	33
ARTICLE 29	TERM OF AGREEMENT.....	33
ARTICLE 30	GENERAL EMPLOYMENT PROVISIONS	34
ARTICLE 31	DATE OF AGREEMENT	35
	LETTER OF UNDERSTANDING	36
	Merger/Amalgamation	36
	Scheduling of Temporary Shifts	36
	Sick Time Accrual for Seasonal Employees.....	36
	Aquatic Employees.....	37
	Interpretation of Article 18 as it Applies to Seasonal Employees	37
	Apprentice Mechanic.....	37
	2024 WAGE SCHEDULE	39
	2025 WAGE SCHEDULE	41
	2026 WAGE SCHEDULE	43

THIS AGREEMENT made this day of , A.D. 2024

BETWEEN:

Town of Stettler
(hereinafter called "the Employer" or "the Town")

Party of the First part

AND

The Canadian Union of Public Employees, Local 971
(hereinafter called "the Union")

Party of the Second part

ARTICLE 1 PREAMBLE AND DEFINITIONS

1.01 Whereas it is the desire of both parties to the Agreement:

- (1) To maintain and improve the conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to wages, working conditions, employment, services, benefits.
- (3) To encourage efficiency in operation and work towards a peaceful and amicable settlement of any differences that may arise.
- (4) To promote the morale, well-being and security of all the Employees in the bargaining unit of the Union.
- (5) To consent and agree to negotiate with the Union, or any of its authorized Committees or individuals concerning matters affecting the relationship between the parties to this Agreement.
- (6) Plural or Feminine Terms May Apply
Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the part or parties hereto so require.

1.02 Definitions

- (1) TOWN - means the Town of Stettler, a municipal corporation in the Province of Alberta.
- (2) CAO/TOWN MANAGER – means interchangeable terms in regards to the head of the organization.
- (3) UNION - means Canadian Union of Public Employees, Local 971, certified under Certificate No. 219-2001, as amended, by the Alberta Labour Relations Board in the Province of Alberta.
- (4) BARGAINING UNIT - means C.U.P.E. Local 971, representing those Employees of the Town of Stettler included under certification granted by the Alberta Labour Relations Board by Certificate No. 219-2001, as amended.
- (5) PERMANENT FULL-TIME EMPLOYEE shall mean an Employee who is regularly scheduled to work the hours of work established in Article 11, fills a permanent position and has successfully completed the probationary period.
- (6) PERMANENT PART-TIME EMPLOYEE shall mean an Employee who is regularly scheduled to work a regular shift but whose hours of work are less than the hours established for Full-Time Employees, and who has successfully completed the probationary period.
- (7) CASUAL EMPLOYEE shall mean an Employee who is employed for a pre-determined period of time not exceeding twelve (12) consecutive months. Casual employees must have a minimum break of one full pay period in between terms of employment in a twelve (12) month period.
- (8) PROBATIONARY EMPLOYEE is a newly hired Employee who is serving a six (6) month probationary period of employment. A probationary Employee may be discharged at any time during the probationary period, and shall not have recourse to the grievance or arbitration procedures.
- (9) TRIAL EMPLOYEE shall mean an Employee who is serving a required trial period as a result of a job transfer or a job promotion.

- (10) In writing or written notice, when used in this Collective Agreement shall mean correspondence via email, memo, fax and/or letter issued to an Employee.
- (11) A SEASONAL EMPLOYEE is defined as a non-permanent Employee required for work on a seasonal nature that is more than five (5) continuous months. It may have yearly requirements of up to eleven (11) months.

ARTICLE 2 RECOGNITION AND NEGOTIATIONS

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 971 as the sole and exclusive collective bargaining agent for those of its Employees as per the authority granted by the Alberta Labour Relations Code and as described in the certificate 219-2001 of the Labour Relations Board issued pursuant to the Labour Relations Code and any amendments thereto.

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with or negotiating with the Employer.

2.02 No Other Agreements

No Employees shall be required or permitted to make any written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

2.03 This Collective Agreement shall apply only to those classifications that appear in the "Wage Schedule" of the Agreement and to new positions falling within the scope of the bargaining unit. In the event the Employer and the Union cannot agree whether a new position is within the jurisdiction of Labour Relations Board Certificate No. 219-2001 the matter shall be referred to the Labour Relations Board for determination. Without restricting the ability to organize, the following classifications are not covered by the terms of this agreement:

- Chief Administrative Officer
- Assistant Chief Administrative Officer
- Director of Operational Services
- Director of Finance and Administration
- Fire Chief
- Director of Planning and Development
- Transportation Foreman
- Water and Sewer Foreman

- Director of Parks & Leisure Services
- Summer Students
- Deputy Fire Chief
- WTP Operations Manager
- GIS Coordinator
- Parks and Facilities Foremen
- Manager of Recreation and Culture
- Health and Safety Advisor/Officer
- Aquatic Manager
- Manager of Accounting and Financial Services
- Communication Coordinator/Officer (Confidential)
- Director of IT Services/GIS Coordinator

2.04 The Union shall be informed, in writing, of hiring's, termination and any disciplinary measures that will be placed on the Employee's personnel file, for employees covered by this Collective Agreement.

2.05 The Town will strive to ensure that all Employees are given reasonable opportunity to obtain training on and become proficient in the operation of equipment. It is the Town's goal to have all the permanent Employees at the Qualified Job Level provided they are capable of meeting and do meet the established Qualified Job Description.

ARTICLE 3 NO DISCRIMINATION

3.01 The Town and the Union agree that no Employee should be subject to:

- (a) discrimination, interference, restriction or coercion, exercised or practiced with respect to any Employee in the matter of internal hiring, assigning wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of age, race, creed, color, national origin, political or religious affiliation, gender, sexual orientation, parental or marital status, family relationship, place of residence, or by reason of their membership or non-membership in the Union or any other reason.
- (b) any harassment, occurring from unwelcome physical or verbal conduct that belittles, or causes personal humiliation or embarrassment.

- (c) sexual harassment, occurring from unwanted sexual advances, requests for sexual favors, and other physical or verbal conduct of a sexual nature. Cases of sexual harassment shall be considered discrimination on the grounds of gender and is a violation of the Human Rights, Citizenship and Multiculturalism Act of Alberta.

ARTICLE 4 MEMBERSHIP AND CHECK OFF

- 4.01 The Town agrees to a bi-weekly check off of Union dues under the Rand Formula.
- 4.02 The Union agrees to notify the Town if there is to be any change in the amount of Union dues which the Town is authorized to deduct under Article 4.01.
- 4.03 In this article, "Rand Formula" shall mean that all Employees in the bargaining unit certified for collective bargaining under Union Local 971, CUPE shall, as a condition of employment, be required to pay the regular Union dues, whether they are members of the Union or not. They shall have the right to become members of the Union by making application and paying the initiation fees required.
- 4.04 All deductions under the terms of this article shall be made from each payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the 10th day following the deductions, accompanied by a list of all Employees from whose wages the deductions have been made.
- 4.05 Upon request by the Union, but no more than once per year, the Employer shall provide an updated list of Employees' covered under this Agreement as well as their addresses and phone numbers.

ARTICLE 5 MANAGEMENT RIGHTS

- 5.01 The Union recognizes and agrees that it is the right of the Employer and not the Union to exercise management rights. However, the Employer will exercise it fairly and reasonably. Such management rights include the right of the Employer to manage its business, direct the working forces, make rules and regulations and the right to hire, suspend, discharge, discipline, layoff, transfer, classify, promote or demote any employees subject to the terms of this collective agreement.

ARTICLE 6 CONTRACTING OUT

6.01 No Employee shall lose their employment nor suffer a reduction in salary/wages nor suffer a reduction in hours of work as a result of contracting out.

ARTICLE 7 INCLEMENT WEATHER

7.01 Whenever ordinary work cannot be reasonably continued during the working hours by reason of inclement weather conditions, the Employer shall provide indoor work for outside crews. No loss of pay shall result by reason of the provisions of this clause.

ARTICLE 8 TRANSFERS, PROMOTIONS & APPOINTMENTS

8.01 A transfer means a lateral permanent move to a similar position in another department.

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

8.03 An appointment means a vertical move to a supervisory position, out of the scope of the Agreement. Such appointees rely solely on the policy or other agreements relating to the positions, and are not subject to the provisions of this Agreement.

8.04 All applications for employment, permanent transfer, or promotion, shall be made to such Officer as the Town may designate.

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

- (a) All permanent transfers and promotions shall be subject to a trial period. The transferred or promoted Employee will be given a four (4) months trial period in which to demonstrate their ability to perform the new task satisfactorily. Should such Employee fail to succeed during the above mentioned trial period, the Town will make an effort to reinstate the Employee in their former position without loss of seniority. If such reinstatement is not possible, the Town will offer the

employee the first available position in which they are qualified.

8.06 When, because of inability to perform the functions of a position, or because of health, or by request, an Employee is transferred to a lower-rated position, their rate will be adjusted immediately to the rate of the position to which they are transferred.

8.07 The Town may transfer Employees from one job to another.

An Employee who is required to assume the duties of another Employee absent on ordinary leave, such as sickness and holidays, wherein such position carries a lesser rate of pay, this Employee's rate of pay shall not be reduced.

When an Employee relieves in, or performs the principal duties of a higher paying position for a minimum of four (4) hours in any one day period, the Employee shall receive fifty dollars (\$50.00) per day over and above the Employee's regular rate of pay. The fifty dollars (\$50.00) will increase based on the corresponding raise in the wage schedule. In lieu of the said payout, time may be banked at current rate of pay if an employee is acting supervisor for (3) three or more days in a pay period.

Year	\$50.00 + Wage Percentage Raised in Schedule	Payment
2024	\$50.00 + 4%	\$52.00
2025	\$52.00 + 3%	\$53.56
2026	\$53.56 + 3%	\$55.16

ARTICLE 9 NEW POSITIONS

9.01 The Town shall have the right to make the decision whether vacant positions or new positions are required. Therefore, when a vacancy occurs or a new position is created, and the Town decides to fill it, the Town shall post notice of such position on the Shop Bulletin Board for a minimum of seven (7) working days.

Such posting shall describe the type of position, duties, qualifications required, and the rate of pay and anticipated start date. The Town shall endeavor to expedite the process. When the successful applicant is an internal applicant, the appointment shall be made within thirty (30) days of the closing of the posting.

Applications from outside the bargaining unit shall not be considered until all applications from Employees within the bargaining unit have been received and fully considered.

- 9.02 If the Town creates a new position, which may not be included in the salary schedule of this Agreement, it shall establish the salary structure and give written notice to the Union. When the duties in any classification are changed, or when an Employee feels they are incorrectly classified, the rate of pay shall be subject to negotiation between the Employer and the Union. Job descriptions falling within the scope of this Agreement shall be distributed to Employees for each classification. Content of the job description will be as written by the Employer and shall not be subject to Union negotiation.
- 9.03 If the Union fails to object in writing within thirty (30) calendar days of receipt of notice from the Town, the salary structure shall be considered as established.
- 9.04 If the Union objects to the salary structure established by the Town and, by negotiation, succeeds in revising the salary structure, the revised salary structure shall be retroactive to the date the new position was implemented.
- 9.05 Failing resolution of the matter by negotiation, within a further thirty (30) calendar days of receipt of the notice from the Town, it may be referred to Arbitration, as hereinafter provided.

ARTICLE 10 SENIORITY

- 10.01 Seniority Defined
Seniority shall apply only to permanent Employees and shall be effective from the original date of hire and shall mean the length of unbroken service by a permanent Employee in positions coming within the scope of the Collective Agreement.
- 10.02 Notwithstanding Clause 10.01, any casual Employee who is hired for a second term of employment shall have their seniority recognized as of the first day of the second term of employment.
- 10.03 Seniority List(s)
The Employer shall maintain a seniority list showing the date upon which the Employee's service commenced.

10.04 Loss of Seniority

An Employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An Employee shall only lose their seniority in the event:

- (1) the Employee is discharged for just cause and is not reinstated.
- (2) the Employee resigns.
- (3) The Employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address.
- (4) The Employee is laid off for a period longer than ninety (90) days.
- (5) Worker's Compensation in excess of two (2) years.
- (6) Long Term Disability in excess of two (2) years.

10.05 Use of Seniority

Seniority and qualifications shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, and recall according to Article 14 - Lay-off and Recall.

10.06 Seniority will not be lost however will not accrue during:

- (1) Workers' Compensation in excess of one (1) year.
- (2) Non paid sick time in excess of ninety (90) days.
- (3) Periods when the Employee is on long term disability in excess of six (6) months.
- (4) Unpaid leaves of absence in excess of ninety (90) days.

10.07 In hiring casual Employees, seniority recognition shall be given to the Employee with previous service which the Employee has held with the Town of Stettler.

ARTICLE 11 HOURS OF WORK

11.01 With the exception of Employees working a compressed work schedule the regular hours of work for Employees shall not exceed eight (8) hours per day or forty (40) hours per week. There shall be an unpaid lunch break up to one (1) hour per day. Reference to lunch breaks under this clause shall not apply to Recreation.

The hours of work shall be between 4:00 a.m. and 6:00 p.m. daily, Monday through Friday.

11.02 Scheduling of Shifts

The Town reserves the right to establish temporary shifts for all Employees within the bargaining unit and may temporarily alter the work schedule in any department so as to schedule working hours as required to provide the necessary services in the Municipality.

11.03 Recreation Operation Hours

Notwithstanding Article 11.01, hours of work for the Recreation Operation shall be arranged according to the needs of the operation. Employees required to work for the Recreation Operation shall be entitled to two (2) consecutive days off in each week.

11.04 Water Plant Operations Hours

The hours of work for the Water Plant Operations shall be arranged according to the needs of the operations and such schedules shall be posted at least fourteen (14) days prior to the commencement of the schedule. Each Water Treatment Plant Employee will receive at least three days off per pay period. At least two of these days must fall on a consecutive Saturday and Sunday.

- (a) Water Plant Employees' work day shall begin at the time the Employee reports for work at the Town Shop and traveling to and from the Water Treatment Plant shall be paid time.
- (b) Water Plant Employees' shall receive a one half (1/2) hour paid lunch break during each shift.

11.05 Shift Differential

A shift differential of one dollar (\$1.00) per hour shall be paid to Permanent and Casual Employees whose work falls between 16:30 and 07:30 hours Monday to Friday. A weekend premium of one dollar and twenty-five cents (\$1.25) per hour shall be paid to all Employees whose work falls between 07:31 hours Saturday and 7:29 hours Monday.

Effective January 1, 2018 the annual wage adjustment shall be applied to the shift differential defined in 11.05 based on negotiated wage schedule:

Year	Shift Differential Increase	Payment
2024	\$1.00 + 4%	\$1.04
2025	\$1.04 + 3%	\$1.07
2026	\$1.07 + 3%	\$1.10

Year	Shift Differential Premium Increase	Payment
2024	\$1.25 + 4%	\$1.30
2025	\$1.30 + 3%	\$1.34
2026	\$1.34 + 3%	\$1.38

ARTICLE 12 OVERTIME

12.01 All time worked beyond the normal work day, on an Employee's day off or on a Statutory Holiday, shall be considered as overtime.

12.02 All time authorized by the Employer and worked by the Employee in excess of eight (8) hours per day or forty (40) hours per week shall be at time and one half (1-½)

-Statutory Holidays - at double time (2X)

-The Employee has the option of receiving overtime pay or time off in lieu at the applicable overtime rate.

- The lieu time can be banked to a maximum of two (2) weeks (80 hours).

-The lieu time leave requests will be agreed upon between the Employee and the Supervisor and these requests shall not be unreasonably denied.

12.03 Every Employee who is called out and/or required to work in an emergency outside regular working hours on a scheduled day-off, shall be paid a minimum of two (2) hours at the overtime rate or pay for all hours worked at overtime rate, whichever is greater, and shall be paid from the time the Employee leaves their home to report for duty until the time they arrive back upon proceeding directly from work so long as they live within the Town limits, and if living outside the limits, compensation shall be similar to that allowed an Employee living in the Town. Additional call within a two (2) hour period shall, for the purpose of calculations, be considered as one call. Employees that have the capabilities to access and correct problems by computer or by other remote access will be paid ½ hour at the overtime rate to correct the problem via computer. Additional call outs/alarms during the ½ hour period shall be considered one call. If a field visit is not required and work can be completed on the computer and extends past this ½ hour time period; the employee shall be paid for the actual time worked at the overtime rate or ½ hours, whichever is greater.

- 12.04 Every Employee who is called out and/or required to work in an emergency outside regular working hours during a normal shift, shall be paid a minimum of two (2) hours at the overtime rate or pay for all hours worked at overtime rate whichever is greater and shall be paid from the time the Employee leaves their home to report for duty until the time they arrive back upon proceeding directly from work so long as they live within the Town limits, and if living outside the limits, compensation shall be similar to that allowed an Employee living in the Town. Additional call within a two (2) hour period shall, for the purpose of calculations, be considered as one call. Employees that have the capabilities to access and correct problems by computer or by other remote access will be paid ½ hour at the overtime rate to correct the problem via computer. Additional call outs/alarms during the ½ hour period shall be considered one call. If a field visit is not required and work can be completed on the computer and extends past this ½ hour time period; the employee shall be paid for the actual time worked at the overtime rate or ½ hours, whichever is greater.
- 12.05 The Employee's day off shall be considered as being Saturday and the second day off Sunday except as noted in Articles 11.02, 11.03 and 11.04.

ARTICLE 13 STAND-BY PROVISIONS

- 13.01 There will be two duty systems. One for the water treatment plant and one for other Town needs.
- The water treatment duty system shall be independent of the other system and will be staffed by qualified water treatment plant operators and by the Water Treatment plant managerial staff. The duty will be shared equally.
- The town duty system shall be staffed by bargaining unit Employees and 3 – managerial staff who are deemed competent. Competency to be determined by the Director of Operations and/or the Town Water/Sewer Foreman. The duty will be shared equally.
- The schedule for the Duty Phone shall be developed between the Union and the Employer and may be amended from time to time at the request of either party.
- Upon completing their shift the Duty Phone person should complete the appropriate time sheet and submit it for compensation on the next biweekly payroll run.

The above Duty Phone Compensation rates shall increase by the negotiated cost of living on January 1st of each year starting in 2011.

- 13.02 Duty Phone Compensation:
1. For each shift worked \$300.00 or one day of Leave.

ARTICLE 14 NOTICE/LAYOFF/RECALL

14.01 Layoff and Rehiring Procedure

For purposes of this Agreement, Employees shall be divided into three departments:

1. Public Works
2. Water and Waste Water
3. Recreation and Parks

- (a) In the event that the Town is considering a reduction in the workforce for any reason, the Town shall advise the Union prior to any notification being given to Employees.
- (b) An Employee to be laid off may bump any Employee with less bargaining unit-wide seniority, providing the Employee exercising their right is qualified to perform the work of the Employee with less seniority. The right to bump shall include the right to bump up.
- (c) Where the layoff period is greater than two (2) weeks the written notice of layoff for permanent Employees shall be as follows:

<u>Service</u>	<u>Notice</u>
-ranging up to five (5) years	-three (3) weeks (or pay in lieu)
-over five (5) years and up to ten (10)	-four (4) weeks (or pay in lieu)
-over ten (10) years	-five (5) weeks (or pay in lieu)

- (d) Where, in the opinion of the Employer, knowledge, abilities and skills are relatively equal and seniority becomes the deciding factor and where two (2) or more permanent employees have the same appointment date, the ultimate decision as to the order that such Employees are to be removed from the classification shall rest solely with the Employer.

- (e) In the event of a recall and where the Employer is unable to contact the Employee personally, recall shall be deemed to have been carried out ten (10) working days after receipt of a registered mail letter to the last known address of the Employee according to the Employer's records, and if returned to the Employer, recall shall be deemed to have been carried out.

An Employee who does not return to work as required shall be considered as having terminated their services with the Employer. Employees shall be recalled in the inverse order of their seniority (those laid off last shall be recalled first).

14.02 No New or Previous Employees

No new Employees or previous Employees will be hired until those laid off for a period of less than ninety (90) days have been given an opportunity of re-employment.

14.03 Grievances on Layoffs

Grievances concerning layoffs due to a reduction in the work force shall be initiated at Step 2 in the grievance procedure.

14.04 Severance

Should an Employee lose their employment with the Town of Stettler as a result of permanent layoff, the Employer shall pay such Employee one (1) week's pay for each year of service up to ten (10) weeks maximum. Such Employee is not eligible for re-hire if accepting severance.

ARTICLE 15 DISCHARGE, SUSPENSION AND DISCIPLINE

- 15.01 Employees may be disciplined for just cause. In this Agreement, the term "just cause" means the reasonable decision of the employer to provide either verbal or written warning, suspension, and termination of employment in response to the employees' misconduct. When the Municipality deems it necessary to warn an Employee in a manner indicating that suspension or dismissal may follow, the Employer shall give such warning in writing to the Employee and a copy to the Union within ten (10) days of management becoming aware of the incident. The Employee shall acknowledge receipt of the warning as a matter of record before it is placed in the personnel file.

Past written or other disciplinary notices shall be removed from the Employee's personnel file after a period of twenty-four (24) months.

- 15.02 Unjust Suspension or Discharge
An Employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. The Employee shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of a Board of Arbitration, if the matter is referred to such a Board. Article 2.04 shall be complied with under this Article.

ARTICLE 16 PAYMENT OF WAGES AND ALLOWANCES

- 16.01 Pay Days
The Employer shall pay all employees covered by this Agreement bi-weekly every second Friday.
- 16.02 Education Allowances
The Employer shall pay the full cost of any course of instruction required by the Employer for an Employee to better qualify themselves to perform their job. Payment shall be made on successful completion of the course in accordance with the standards set by the Institution where the Employee has taken the course.

ARTICLE 17 TOOLS AND EQUIPMENT

- 17.01 The Employer shall supply all tools and equipment required by Employees in the performance of their duties and such tools and equipment shall remain the property of the Employer. Replacement will be made when the worn or broken tool is produced by the Employee.
- 17.02 A seventy dollar (\$70.00) per month allowance shall be paid to the mechanic who shall supply their own hand tools.
- A forty dollar (\$40.00) per month allowance shall be paid to the mechanic's helper/apprentice who shall supply their own hand tools.
- A twenty dollar (\$20.00) per month allowance shall be paid to the plumber and electrician who shall supply their own hand tools.

17.03 Lockers and Tools

Lockers will be provided for all employees employed by the Employer. A basic tool kit will be provided for each piece of equipment.

17.04 Vehicle

Vehicle will be supplied by the Employer for travel to and from the Water Treatment Plant.

ARTICLE 18 CLOTHING ALLOWANCE

18.01 The Town shall provide hard hats, rubber boots, rain wear, and gloves as required for work to be carried out by the Employees.

18.02 The above clothing will remain the property of the Employer, and any Employee who is supplied with any clothing and through carelessness and neglect, damages, destroys or loses any of it, shall replace or pay for same. This does not include general wear and tear. When not being used it must be returned to the Employer.

18.03 The Employer shall pay up to two hundred and fifty dollars (\$250.00) per year towards the purchase of work clothing and/or CSA approved safety boots, per employee, payable upon the submission of receipts.

ARTICLE 19 HOLIDAYS

19.01 List of Holidays

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

and all General Holidays proclaimed to be a statutory holiday by the Province of Alberta.

There shall be a common flex day during Christmas. The flex day will be determined by the Town Manager in consultation with the President of CUPE Local 971. The date shall be set as early as reasonably possible in each calendar year, and may be set for multiple years in advance. It is the intention that this common flex

day will extend/maximize the continuity of consecutive time off at Christmas. For clarity this day is not statutory for the purpose of computing compensation for employees required to perform work on this day.

19.02 Holidays on Day Off

When any of the above holidays falls on an Employee's scheduled day off, the Employee shall be allowed a day off in lieu of the holiday at a time mutually agreed between the Employee and their supervisor. If such a day cannot be provided, the Employee shall receive their regular day's pay at their regular rate of pay in lieu of the statutory holiday.

19.03 Paid Holidays and Leave of Absence

When a paid holiday falls within a period of paid leave (other than vacation) or a non-paid leave, the paid holiday will be considered as part of that Leave and will not be granted again at the end of such leave.

19.04 Paid Holidays and Long Term Income Replacement and WCB

When a day designated as a paid holiday falls within a period where the Employee is receiving long term income replacement or on Workers' Compensation benefits, under no circumstance shall an Employee receive any entitlement in respect of that day.

ARTICLE 20 VACATIONS

20.01 A permanent Employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

After one (1) year of service	ten (10) working days
After three (3) years of service	fifteen (15) working days
After seven (7) years of service	twenty (20) working days
After fourteen (14) years of service	twenty-five (25) working days
After twenty-two (22) years of service	thirty (30) working days

Vacation entitlement shall not accrue during periods of unpaid leave.

All other Employees shall be paid vacation pay in accordance with the Employment Standards Code.

Employees may carry-over annual vacation to the next year only with the approval of the Town Manager.

- 20.02 All Employees shall be entitled to take their annual vacation when they so desire, subject to the Town's requirements, and furthermore, preference as to when an Employee may take their vacation shall be governed by seniority, should a dispute arise. A standard vacation period of May 1st to April 30th shall be used to calculate vacation entitlements in each calendar year and Employee anniversary dates shall be utilized to calculate increased vacation day allotments as seniority changes.
- 20.03 Water Treatment Plant Vacation
Any Employee not working the hours of work as contained in Clause 11.01 of this Agreement and who works compressed hours of work, shall have the above weekly vacation entitlement transferred into hourly amounts and taken on that basis of forty (40) hours for each week of vacation.
- 20.04 Statutory holidays shall be included in the computing of the annual vacation period. An Employee's annual vacation shall be extended by one day with pay for each holiday that falls during their annual vacation.
- 20.05 Employees shall be entitled to receive their annual vacation pay on the last day preceding their annual vacation, if they so desire.
- 20.06 Overtime Vacation Rate
No Employee shall be required to work during their scheduled vacation. However, should an Employee agree to work when requested during their scheduled vacation, the Employee shall be paid double the regular rate of pay. In addition, the Employee shall be granted additional days with pay to make up for lost vacation time.
- 20.07 The Employer may require an Employee with more than fifteen (15) days' vacation to take no more than three (3) continuous weeks of vacation at one time and the balance will be provided at a mutually agreeable period of time. In special circumstances where more than three (3) weeks' vacation is requested, mutual agreement shall be reached between the Employer and the Employee as to taking the vacation.

ARTICLE 21 SICK LEAVE PROVISIONS

- 21.01 Sick leave means the period of time an Employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable

under the Worker's Compensation Act, providing the accident did not occur while employed at another job.

21.02

Amount of Sick Leave

Sick leave shall be accrued by Employees on the basis of one (1) day for each month of service. An Employee shall be entitled to an accrual up to one hundred twenty (120) days of all the unused portion of sick leave. An Employee can utilize vacation or time in lieu for such time needed once accrual is exhausted.

Permanent Employees with five (5) years or more of service, who use all of their accumulated sick leave in relation to a Long-Term Disability Claim, will be allocated ten (10) days of accrued sick leave upon their return.

Permanent Employees with ten (10) years or more of service, who use all of their accumulated sick leave in relation to a Long-Term Disability Claim, will be allocated twenty-five (25) days of accrued sick leave upon their return.

21.03

Proof of Illness

An Employee may be required to produce a certificate from a qualified medical practitioner for any illness, certifying that such Employee is unable to carry on their duties due to illness, and the Employee shall be required to sign the Employer's Statement of Illness report. If the Town requests the doctor's certificate, the Town shall reimburse the Employee any costs for obtaining that certificate. The Employer is entitled to obtain a second medical opinion at Town of Stettler expense if it so desires.

21.04

Sick Leave During Leave of Absence

When an Employee is given Leave of Absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., the Employee shall not receive sick leave credit for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

21.05

Sick Leave Without Pay

Sick leave without pay shall be granted to an Employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted up to thirty (30) days.

- 21.06 Sick Leave Records
A record of all unused sick leave will be kept by the Employer. An Employee is to be advised on application of the amount of sick leave accrued to their credit.
- 21.07 Sick Leave Incentive
Employees are not expected to attend work when illness or injury would prevent the Employee from performing their job. However, Employees that do not use more than three (3) days sick leave in a calendar year shall receive a twenty-five dollar (\$25.00) gift certificate.
- 21.08 Employees that retire and start drawing their funds from the pension plan, shall receive from the Town of Stettler a pay-out of their accumulated sick bank based on the following:

After ten (10) years of service – thirty per cent (30%) pay-out of accumulated sick days.
- 21.09 Casual and Seasonal employees once completing an accumulation of five (5) months work, shall be eligible to start earning one (1) day per month of sick leave for each month worked thereafter. Returning Casual and Seasonal employees may bank accrued sick time if not used. This sick time accrual enhancement is not retroactively applied to current employees, rather commences forward from date of ratification.

ARTICLE 22 LEAVE OF ABSENCE

- 22.01 Collective Bargaining
The Employer will recognize up to two (2) representatives of the Union to participate in collective bargaining. Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in collective bargaining with the Employer.
- 22.02 Grievance and Arbitration Pay Provisions
Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures with the Employer.
- 22.03 Bereavement Leave
An Employee shall be granted up to five (5) consecutive days (excluding Saturdays and Sundays) leave without loss of wages in the case of death of the Employee's spouse, common law spouse,

parent, child or spouse's child and three (3) consecutive days (excluding Saturday and Sunday) leave without loss of wages in the case of death of the Employee's brother, sister, parent-in-law, sister or brother in-law, grandparent or grandchild. Such leave shall be granted where the Town Manager is satisfied that the request is a legitimate one. A further two (2) days leave with pay shall be granted by the Town Manager when the funeral is out of province. Spouse is defined as current spouse (including common-law spouse and same gender partner).

One (1) day will be provided for a close friend or relative that is not included in the above list at the discretion of the Town Manager if the funeral lands on a work day. Out of province travel shall not apply.

When an Employee qualifies for Bereavement leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

22.04 Pallbearers Leave

One (1) day leave with pay shall be granted to Employees for the purpose of attending a funeral as a pallbearer or participant. In cases of paid funeral leave other than pallbearers leave or leave as stipulated in Clause 22.03, an Employee shall submit such request in writing for approval by the Supervisor and such leave shall be one half (1/2) day with pay.

22.05 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any Court. The Employer shall pay such an Employee the difference between their normal earnings and the payment they receive for jury service or Court witness, excluding payment for traveling, meals, or other expenses. The Employee will present proof of service and the amount of pay received. Time spent by an Employee required to serve as a Court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

22.06 General Leave

An Employee shall be entitled to leave of absence without pay and without loss of seniority when the Employee requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer.

- 22.07 When an Employee overstays their Leave of Absence without permission of the Town Manager, they shall automatically forfeit their position with the Town unless such overstay was justifiable in the opinion of the Town Manager.
- 22.08 It is further agreed that the Employer shall grant Leave of Absence without pay to allow up to two (2) Employees per year per event to attend CUPE and its affiliate's conventions, schools, seminars, etc. In the event of dispute as to attendance, seniority shall govern. Applications for Leave under this clause shall be filed, when possible, seven (7) days prior to the event.
- 22.09 Compassionate Care Leave
An Employee, upon request, shall be granted an unpaid Leave of up to twenty-seven (27) weeks to care for a seriously ill family member. During the Leave the Employee will continue to accumulate all benefits and seniority under this Collective Agreement. If the Employee chooses to make contributions for the period of the Leave to the pension or benefits plan, the Employer will pay the Employer's contributions for the same period. On return from Leave the Employee will be placed in their former position.
- 22.10 Attending Leave
An Employee shall be eligible for one (1) day leave, with pay, for attending either the birth of the Employee's child or to bring a newborn baby or adopted child to the Employee's home. This Article shall only apply when the event takes place on the Employee's regular workday.
- 22.11 Personal Leave
Employees shall be granted up to eighty (80) hours personal sick leave from the Employees Sick Leave, in a payroll year, where care is required for a person referenced in 22.03 Bereavement Leave during illness, surgery, medical appointments/treatments, convalescence, or to visit a person referenced in 22.03 Bereavement Leave who has a critically serious illness or serious medical condition. Personal Leave shall include a close friend or relative not included in 22.03 Bereavement Leave at the discretion of the Town Manager.

ARTICLE 23 EMPLOYEE BENEFITS

23.01 Pension

All permanent Employees shall as a condition of employment participate in the Local Authorities Pension Plan or any successor Pension Plan in accordance with the provisions of the Plan.

23.02 Alberta Health Care and Dental Care Insurance

(a) Alberta Health Care

Permanent Employees shall participate in the Alberta Health Care Insurance Plan in accordance with the terms of the said plan. The Town shall pay 100% of the required premiums.

In the case of absence for illness the Employer's contribution will be paid for a maximum of six (6) months, after twelve (12) months of service, from commencement of illness.

Thereafter, the Employee may pay the full premiums through the Employer, if the Employee so desires.

(b) Dental Care Insurance

Permanent Employees shall participate in the Town's Dental Care Insurance Plan in accordance with the terms of the said Plan. The Town shall pay 80% and the Employees shall pay 20% of the required premiums.

An Employee can request a change to the percentages of the required premiums paid by the Town and the Employee for Alberta Health Care and Dental Care Insurance to enable the Employee to realize savings on tax by reducing the taxable benefit portion. This change in percentages is offered to benefit the Employee and will be set at a rate that is cost neutral to the Town. The Town reserves the right, that should the administration of this change in percentages become too arduous, the plans will revert back to the original Agreement.

23.03 Group Life Insurance

Permanent Employees shall participate in the Town's Group Life Policy in accordance with the terms of the said Policy. The Town shall pay 80% and the Employees shall pay 20% of the required premium.

23.04 Accidental Death and Dismemberment

Permanent Employees shall participate in the Town's Accidental Death and Dismemberment Plan in accordance with the terms of

the said policy. The Town shall pay 80% and the Employee shall pay 20% of the required premiums.

23.05 Long Term Disability Benefit Plan

The Employee shall pay 100% of the cost of the premiums for all Employees for the mutually agreed-upon Long Term Disability Plan.

23.06 Workers' Compensation Pay Supplement

All Employees shall be covered by the Workers' Compensation Act. An Employee prevented from performing their regular duties with the Employer on account of an occupational accident that is covered by the Workers' Compensation Act shall receive from the Employer the difference between the amount payable by the Worker's Compensation Board and their regular salary. The supplementation of Workers' Compensation awards shall not be payable:

-When the Workers' Compensation Board certifies the Employee is able to return to work OR when the employee is granted a permanent pension by the Workers' Compensation Board, whichever may be sooner.

- After pension age if such an Employee is entitled to a pension or after the age of 65 years if the Employee does not qualify for pension.

- In no event shall the supplementation of Workers' Compensation Board awards be paid to an Employee in excess of twelve (12) months or settlement of the claim with the Workers' Compensation Board whichever is less.

23.07 Extended Health Care

Permanent Employees shall participate in the Town's Extended Health Care Plan (Least Cost Alternative Plan) in accordance with the terms of the said Plan. The Town shall pay 100% of the required premiums.

23.08

Permanent Employees shall participate in the Town's Health Spending Account in accordance with the terms of the said policy to a maximum benefit of five hundred dollars (\$500.00) per year. The Employee will be able to carry expense forward to next year.

ARTICLE 24 SAFETY AND EMPLOYEE-MANAGEMENT

24.01 Cooperation and Safety

The Employer and Employees shall cooperate in continuing and improving regulations, policies and conditions which will afford safe working conditions. The parties agree to establish a joint worksite Health and Safety committee that meet all current requirements of OHS under part 13 of the Occupational Health and Safety Code.

24.02 Establishment of Committee

The parties agree that the Committee shall consist of a minimum two (2) Employee representatives appointed by the bargaining unit and two (2) management representatives. This committee shall meet at least once every two (2) months. Meetings may occur on a more frequent basis with either management or Employee representatives calling for a meeting.

24.03 The purpose of this Committee is to foster active employee and employer participation to protect both people and property, and maintain a healthy and safe work environment.

24.04 Restrictions and Priorities

This Committee shall not engage in any collective bargaining nor shall it have the authority to make decisions or rulings which are binding on the parties.

Where safety issues are introduced for discussion these issues will be outlined in a separate agenda, and such agenda will be cleared of discussion prior to moving to the non-safety issues.

24.05 Safety Provisions

The Employer and Employees agree that safety shall be a prime consideration with conformance to the regulations of the Workers' Compensation Board and Occupational Health and Safety. All Employees shall have duties regarding the safety program as follows:

- (1) Attend safety meetings and contribute ideas and suggestions for safety improvements.
- (2) Report all unsafe acts, procedures and conditions observed in any phase of Town Operations.
- (3) Report all accidents, including minor accidents, to the Foreman.
- (4) To work safely at all times and influence others to work safely at all times.

- 24.06 Safety Measures
Employees working in any unsanitary or dangerous job shall be supplied with the necessary tools, equipment and protective clothing as required to make performance of that job as safe as is reasonably possible.
- 24.07 Transportation of Accident Victims
Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident on duty shall be at the expense of the Employer.
- 24.08 First Aid Kit
A first aid kit shall be supplied by the Employer to each mobile unit of the Town.
- 24.09 Excavation Work
When Employees are employed in excavation work there shall be an Employee on the surface of the ground to ensure the safety of Employees engaged in the trench, and to assist in the carrying out of the work.
- 24.10 Safety
An Employee shall not be required to work alone in any instance where a second Employee is reasonably required as a safety precaution.

ARTICLE 25 GRIEVANCE PROCEDURE

- 25.01 A Grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement or any other difference.
- 25.02 The time limits specified in the policy 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.
- 25.03 The Griever shall be present at each step of the Grievance procedure and may request the aid of a member of the Union Grievance Committee. The CUPE National Representative may represent the griever at any step. However, the CUPE National Representative shall be brought in at Step 3 and beyond.
- 25.04 The purpose of the Grievance provisions is to ensure that any Grievance is processed in an expeditious manner, therefore

compliance of the provisions is mandatory. If the Employer fails to comply with the provisions, the Grievance may be processed to the next step by the grievor. If the grievor fails to comply with the provisions, the Grievance shall be considered abandoned. An abandoned Grievance will not prejudice Employees in any future Grievance of similar nature.

25.05 Except for Step 1, 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;
- (c) the remedy of correction the Employer is requested to make;
- (d) the section(s) where the Agreement is claimed to have been violated.

25.06 An earnest effort shall be made to settle Grievances fairly and promptly in the manner hereinafter described:

Step 1

The Griever will first seek to settle the dispute with the Employees immediate supervisor on an informal basis within five (5) days following the date of the occurrence giving rise to the Grievance. The supervisor shall have five (5) days in which to respond to the Grievance.

Step 2

Failing satisfactory settlement, and within five (5) days after the response in Step 1 from the supervisor, the Grievance may be submitted to the Department Head or their delegate in writing as aforementioned.

A meeting between the parties shall take place, with the decision of the Department Head being rendered in writing within five (5) days from the date the meeting was held at this step.

Step 3

Failing settlement at Step 2, and within five (5) days after receipt of the written response from the Department Head in Step 2, the Grievance may be submitted to the Town Manager in writing.

The Town Manager shall hold a meeting within ten (10) days from the day the Town Manager receives the Grievance, and provide a written decision on the Grievance within five (5) days of the meeting. Both parties will endeavor to expedite the Grievance process.

Step 4

Failing settlement at Step 3, and within five (5) days after receipt of the written response from the Town Manager in Step 3, the grievance may, upon agreement of both parties be submitted to Grievance Mediation in accordance with the following terms of reference:

Terms of Reference

The parties agree to use the Grievance mediation services of an agreed mediator upon the following terms:

1. The parties agree to waive, extend or suspend all time provisions contained in the Grievance Procedure in the Collective Agreement, with respect to the last step referring to Arbitration.
2. The Grievance(s) to be discussed will be that specified on the Grievance Form.
3. Any and all discussions by the Parties including documents, along with input or recommendations of the Mediator, are confidential and made without prejudice to any further use and is privileged.
4. The Mediator will not be required to be a witness in any Arbitration, or any other proceedings, in respect to anything done in the Grievance Mediation.
5. Any recommendations made by the Mediator, unless previously agreed otherwise in writing, shall not be binding on either Party and either Party shall retain the right to proceed to Arbitration in the event settlement is not reached within ten (10) working days after the Grievance Mediation process is concluded.
6. The Parties understand the mediation meetings are not hearings and therefore, are not formal.
7. Any settlement of the Grievance is not precedent setting.

8. The Griever will be advised of the date and place of all Grievance Mediation meetings. If Grievance Mediation is not agreed to by both parties, the Grievance shall proceed to the next step. Should the dispute proceed to Grievance Mediation, the parties shall share equally, the costs of the Mediator.

Step 5

Failing settlement at Step 4, the Grievance may be processed to Arbitration within ten (10) days as hereinafter described.

25.07 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) A Union Policy Grievance or a Discharge Grievance shall comply with all of the provisions of the Grievance Procedure, except that these types of Grievances may be initiated at Step 3.

25.08 A Town Grievance may be filed in writing as aforementioned within five (5) days of the event giving rise to same and shall be submitted to the Union's Local President.

ARTICLE 26 ARBITRATION

26.01 Any Grievance that has been processed through the appropriate steps of the Grievance procedure may be referred to Arbitration as provided for under the Labour Relations Code.

26.02 When a Grievance is referred to Arbitration under this Agreement, the notice referring the matter to Arbitration shall state the name and address of the nominee. Within fifteen (15) working days thereafter, the party shall advise the other, in writing, of the name and address of its nominee to the Arbitration Board. The two nominees shall then select a third person who shall be the Chairperson of the Arbitration Board.

26.03 If both parties agree, the Grievance may be referred to a single Arbitrator.

26.04 If the parties to this Agreement cannot agree on an Arbitrator, or the Employer fails to appoint its member to an Arbitration Board, or if the two (2) nominees fail to agree upon a Chairperson within fifteen (15) days of appointment or notice as provided, the required

appointment or appointments shall be made by the Minister of Labour.

26.05 The Arbitration Board shall hear and determine the difference 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. When there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

26.06 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two (2) parties shall bear equally the expense of the Chairperson.

26.07 The Arbitration Board

- (a) Shall not have power to alter or amend any provisions of the Collective Agreement, or to substitute any provision or to give any decision inconsistent with the terms of the Agreement;
- (b) Shall have jurisdictions to determine whether the Grievance presents an arbitrable issue;
- (c) Is limited in its jurisdiction to dealing only with the matters specifically raised in the Grievance.

26.08 Where the Board decides that an Employee has been suspended or dismissed unjustly, the Arbitration Board:

- (a) May direct the Employer to reinstate the Employee and pay to the Employee a sum equal to their wage loss by reason of their suspension or dismissal, less any monies earned by the Employee during their period of suspension or dismissal, or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable.
- (b) May make such other directives varying the penalty as it considers fair and reasonable having due regard to the terms of the Collective Agreement.

26.09 The Arbitration Board shall conduct its hearings within ninety (90) days of the appointment of the Chairman.

26.10 The written Award of the Board of Arbitration shall be given to the parties within ninety (90) calendar days following completion of the hearing.

ARTICLE 27 NO LOCK-OUT, NO STRIKE

27.01 During the life of this Agreement, there shall be no illegal strikes or illegal sanctions taken by the Union or its members against the Employer, nor shall there be any illegal lock-outs or illegal sanctions taken by the Employer against the Union or its members.

ARTICLE 28 CHANGES IN AGREEMENT

28.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

28.02 Where legislative changes have become a higher standard than the current Collective Agreement, the higher standard will be recognized.

ARTICLE 29 TERM OF AGREEMENT

29.01 This Agreement takes effect from January 1, 2024 through until December 31, 2026.

29.02 Notice may be served by either party of the Agreement to the other party of desire to amend the Agreement.

29.03 Such notice shall be given in writing not less than sixty (60) nor more than one hundred twenty (120) days prior to the expiry date of this Agreement.

29.04 At the first meeting between the two parties, the parties shall exchange with each other all Articles desired to be amended or terminated.

29.05 If neither party submits notice pursuant to Articles (29.02) and (29.03), this Agreement shall continue in force thereafter until notification to amend or terminate is given.

- 29.06 The contract will terminate and none of the terms and conditions contained herein shall be applicable when notice of a strike or lock-out is given.
- 29.07 The wording and figures contained in the Articles and Schedules of this Agreement shall not be changed by either party during the term of the Agreement except through mutual agreement.
- 29.08 No provision in this Agreement shall be retroactive unless specifically provided.

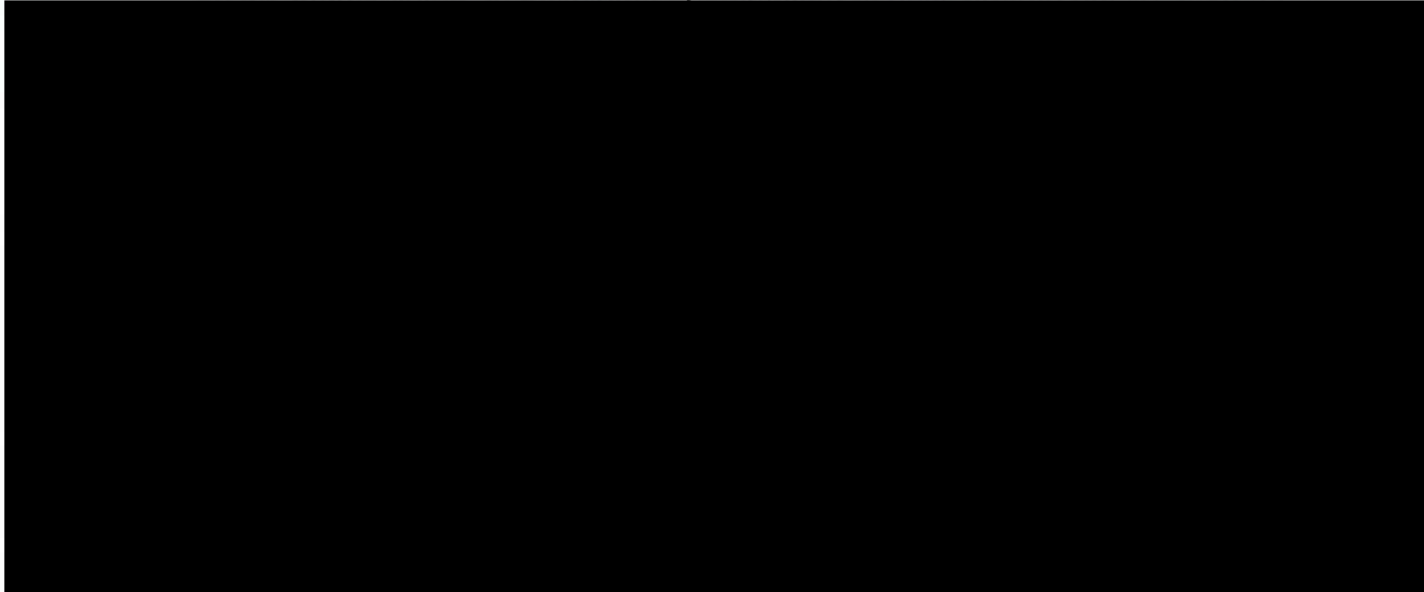
ARTICLE 30 GENERAL EMPLOYMENT PROVISIONS

- 30.01 Medical Examinations
Employees may, from time to time, be required by the Employer to take a medical examination by a medical doctor. The cost of such a medical examination will be borne by the Employer. Either party may request a second medical examination, and where the Employee has made such a request, the cost of the second medical examination will be borne by the Employee.
- 30.02 Loss of License
(a) Employees who are required to maintain a valid Operator's License for the purpose of their work with the Employer may be terminated from their employment in the event of the loss of the Operator's License for a period of more than six (6) months.

(b) Employees who lose their Operator's License for a period of six (6) months or less may be laid off until such time as the license is once again secured.
- 30.03 Residence within Town Limits
Residence within the Town limits shall not be a condition of employment. Employees who are required to respond to emergencies shall be required to live within a twenty (20) minute radius of the Town limits, unless preauthorized by the Town Manager.

ARTICLE 31 DATE OF AGREEMENT

IN WITNESS WHEREOF the respective parties have affixed the signatures of their proper officers this 7 day of February, A.D. 2024.



LETTER OF UNDERSTANDING Merger/Amalgamation

In the event of the Town of Stettler merging or amalgamating there will be every effort made by the organization to maintain the employment, employment status and benefits of the current CUPE Local 971 members.

LETTER OF UNDERSTANDING Scheduling of Temporary Shifts

The intention of the Town of Stettler with this clause is to schedule, on an infrequent basis where it makes economic service delivery sense, temporary shifts that could require an Employee to work on a Saturday or Sunday or both at regular rates of pay with their corresponding day or days off being taken during the previous or following week, most likely being from Monday to Friday or as agreed with the Employee.

The Employer will provide seven (7) calendar days (written) notice of such changes in all cases. If notice is not provided, the Employee shall receive overtime rate as per the contract.

Employees working in the Water Treatment Plant will be provided a minimum of four (4) days written notice of changes to the posted employee work schedule which are outside the regular hours of work, and:

1. the temporary shift shall not be established for more than 5 days in duration, and
2. failure to provide a minimum of 12 hours rest between the current shift and the temporary shift will result in the payment of overtime for all less than the required 12 hours, and
3. all Employees (on a rotation basis) shall be utilized for these temporary shifts.

LETTER OF UNDERSTANDING Sick Time Accrual for Seasonal Employees

Seasonal Employees once completing a five (5) month term and then returning to work the following year will be eligible to start earning one (1) day per month of sick leave for each month worked starting the first month of their second term. This time may be banked if not used. Current Employees that qualify as noted above would be recognized for three (3) banked days at the date of ratification.

LETTER OF UNDERSTANDING
Aquatic Employees

The members of CUPE Local 971 are prepared to under bargain their Certificate #2119-2001 as amended by the Alberta Labour Relations Board on August 23, 2001 and not proceed to include the aquatic Employees in the bargaining unit at this time.

As the LRB has already held a vote to include these Employees and amended the Certificate, CUPE 971 reserves the right to negotiate aquatic Employees into the contract in any future Collective Agreement negotiations with the Employer, without application to the Alberta Labour Relations Board and without a vote.

LETTER OF UNDERSTANDING
Interpretation of Article 18 as it Applies to Seasonal Employees

Seasonal Employees who complete a minimum of sixty (60) calendar days of Employment with the Town of Stettler shall receive a CSA approved safety boot allowance of twenty-five (25) dollars per month for each month worked to a maximum of two- hundred and fifty dollars in a calendar year. The twenty-five dollars per month shall be pro-rated for uncompleted months as long as they have worked the minimum of sixty (60) calendar days. This boot allowance shall be payable, upon the submission of receipts, at the end of their Employment with the Town.

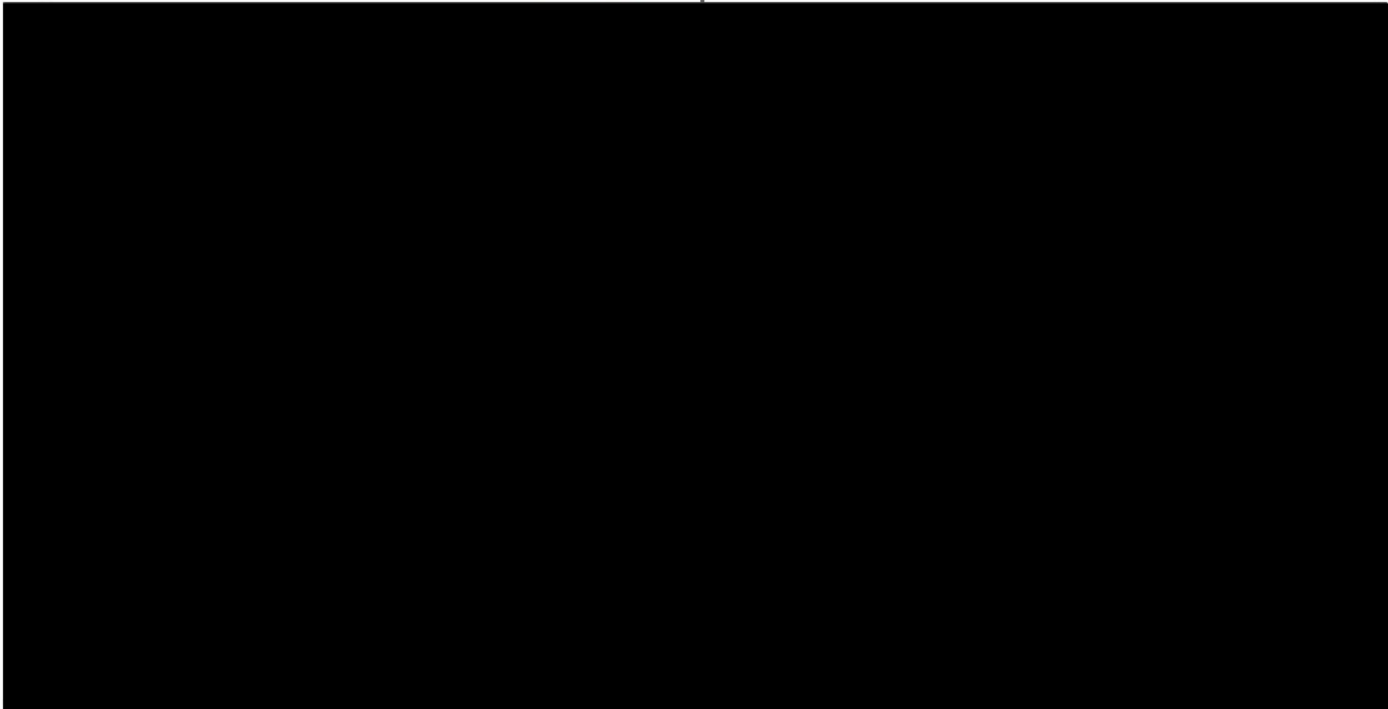
LETTER OF UNDERSTANDING
Apprentice Mechanic

The Employer and the Union agree that the training of tradespersons through the apprenticeship system is essential to ensure an adequate supply of competent tradespersons for the future of the industry, and to that end, agree as follows:

1. When an apprenticeship is offered to an Employee, the rate of pay shall be:
 - Year 1: Sixty percent (60%) of the applicable Journeyman Job Rate of Pay.
 - Year 2: Seventy percent (70%) of the applicable Journeyman Job Rate of Pay.
 - Year 3: Eighty percent (80%) of the applicable Journeyman Job Rate of Pay.
 - Year 4: Ninety percent (90%) of the applicable Journeyman Job Rate of Pay.

2. For new employees in the first year of employment, their rate of pay shall be at the appropriate percentage of the journeyman Start Rate of Pay pursuant to the Wage Schedule. Thereafter their rate of pay shall be at the appropriate percentage of the journeyman Job Rate.
3. When an apprentice is on an approved leave of absence for Educational reasons related to the Apprenticeship Program, the cost sharing for:
 - i) Health benefits shall continue upon request of the employee.
 - ii) LAPP benefits shall continue as per the LAPP guidelines.
4. The following positions working through apprenticeship shall be members of the Union:
 - Mechanic's Apprentice

Signed this 7 day of February 2024.



2024 WAGE SCHEDULE

Effective January 1, 2024

	Step I Initial	Step II Nine Months	Step III Eighteen Months	Step IV Twenty-Seven Months
<u>RECREATION</u>				
Qualified	26.41	27.92	29.53	31.10
In-training	21.85	23.16	24.54	25.79
Custodian	22.07	23.49	24.99	26.41
Casual	19.73	21.68	23.60	25.59
<u>TRANSPORTATION</u>				
Qualified	35.20	36.09	37.03	37.95
In-training	25.59	27.51	29.48	31.40
Casual	19.73	21.68	23.60	25.59
<u>WATER & SEWER</u>				
Qualified	36.76	37.65	38.59	39.51
In-training	27.15	29.07	31.04	32.96
Casual	21.29	23.24	25.16	27.15
<u>Mechanic</u>	43.64	44.14	44.58	45.09
<u>Facility Maintenance Technician</u>				
Qualified	35.20	36.09	37.03	37.95
In-training	25.59	27.51	29.48	31.40
Casual	19.73	21.68	23.60	25.59
<u>WTP</u>				
Level III Lead Operator	41.96	43.41		
Level II Operator	39.64	40.56		
Level I	36.74	37.65		
In-Training	29.07	31.04		

When an in-training employee is deemed by the Employer to become qualified in that same department, the employee's wages shall be adjusted to the qualified level for that department at one step less.

When an employee starts in a position at the in-training level, the employee will be given written notice of qualifications that will be required to advance to qualified.

No employee shall suffer a reduction in pay as a result of the loss of qualification caused by the Employer not providing sufficient work opportunity to maintain the employee's qualifications.

A qualified employee who returns as a casual may, at the discretion of the Town Manager, be paid at either the in-training or qualified rate.

JOURNEYMAN or RED SEAL ELECTRICIAN, WELDER, OR PLUMBER:

Tradesman recognition of \$500/year with valid/current certification, the certification maintenance is the responsibility of the employee and is not the employers responsibility to provide sufficient work for such.

2025 WAGE SCHEDULE
Effective January 1, 2025

	Step I Initial	Step II Nine Months	Step III Eighteen Months	Step IV Twenty-Seven Months
<u>RECREATION</u>				
Qualified	27.20	28.76	30.42	32.03
In-training	22.51	23.85	25.28	26.56
Custodian	22.73	24.19	25.74	27.20
Casual	20.32	22.33	24.31	26.36
<u>TRANSPORTATION</u>				
Qualified	36.26	37.17	38.14	39.09
In-training	26.36	28.34	30.36	32.34
Casual	20.32	22.33	24.31	26.36
<u>WATER & SEWER</u>				
Qualified	37.86	38.78	39.75	40.70
In-training	27.96	29.94	31.97	33.95
Casual	21.93	23.94	25.91	27.96
<u>Mechanic</u>	44.95	45.46	45.92	46.44
<u>Facility Maintenance Technician</u>				
Qualified	36.26	37.17	38.14	39.09
In-training	26.36	28.34	30.36	32.34
Casual	20.32	22.33	24.31	26.36
<u>WTP</u>				
Level III Lead Operator	43.22	44.71		
Level II Operator	40.83	41.78		
Level I	37.84	38.78		
In-Training	29.94	31.97		

When an in-training employee is deemed by the Employer to become qualified in that same department, the employee's wages shall be adjusted to the qualified level for that department at one step less.

When an employee starts in a position at the in-training level, the employee will be given written notice of qualifications that will be required to advance to qualified.

No employee shall suffer a reduction in pay as a result of the loss of qualification caused by the Employer not providing sufficient work opportunity to maintain the employee's qualifications.

A qualified employee who returns as a casual may, at the discretion of the Town Manager, be paid at either the in-training or qualified rate.

JOURNEYMAN or RED SEAL ELECTRICIAN, WELDER, OR PLUMBER:

Tradesman recognition of \$500/year with valid/current certification, the certification maintenance is the responsibility of the employee and is not the employers responsibility to provide sufficient work for such.

2026 WAGE SCHEDULE
Effective January 1, 2026

	Step I Initial	Step II Nine Months	Step III Eighteen Months	Step IV Twenty-Seven Months
<u>RECREATION</u>				
Qualified	28.02	29.62	31.33	32.99
In-training	23.19	24.57	26.04	27.36
Custodian	23.41	24.92	26.51	28.02
Casual	20.93	23.00	25.04	27.15
<u>TRANSPORTATION</u>				
Qualified	37.35	38.29	39.28	40.26
In-training	27.15	29.19	31.27	33.31
Casual	20.93	23.00	25.04	27.15
<u>WATER & SEWER</u>				
Qualified	39.00	39.94	40.94	41.92
In-training	28.80	30.84	32.93	34.97
Casual	22.59	24.66	26.69	28.80
<u>Mechanic</u>	46.30	46.82	47.30	47.83
<u>Facility Maintenance Technician</u>				
Qualified	37.35	38.29	39.28	40.26
In-training	27.15	29.19	31.27	33.31
Casual	20.93	23.00	25.04	27.15
<u>WTP</u>				
Level III Lead Operator	44.52	46.05		
Level II Operator	42.05	43.03		
Level I	38.98	39.94		
In-Training	30.84	32.93		

When an in-training employee is deemed by the Employer to become qualified in that same department, the employee's wages shall be adjusted to the qualified level for that department at one step less.

When an employee starts in a position at the in-training level, the employee will be given written notice of qualifications that will be required to advance to qualified.

No employee shall suffer a reduction in pay as a result of the loss of qualification caused by the Employer not providing sufficient work opportunity to maintain the employee's qualifications.

A qualified employee who returns as a casual may, at the discretion of the Town Manager, be paid at either the in-training or qualified rate.

JOURNEYMAN or RED SEAL ELECTRICIAN, WELDER, OR PLUMBER:

Tradesman recognition of \$500/year with valid/current certification, the certification maintenance is the responsibility of the employee and is not the employers responsibility to provide sufficient work for such.