

COLLECTIVE AGREEMENT

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2426



AND

THE TOWN OF MORINVILLE



January 1, 2021 to December 31, 2024

PREAMBLE	3
Article 1 - DEFINITIONS	4
Article 2 - TERM OF AGREEMENT AND AMENDMENTS	5
Article 3 - RECOGNITION AND NEGOTIATION	5
Article 4 - EQUAL PAY FOR EQUAL WORK	6
Article 5 - MANAGEMENT RIGHTS	6
Article 6 - CHECK OFF OF UNION DUES	6
Article 7 - CORRESPONDENCE/NOTIFICATIONS TO THE UNION AND DISTRIBUTION OF COLLECTIVE AGREEMENT	6
Article 8 - LABOUR-MANAGEMENT RELATIONS	7
Article 9 - GRIEVANCE PROCEDURE	7
Article 10 - ARBITRATION PROCEDURE.....	9
Article 11 - WARNING NOTICES AND NOTICES OF DISCIPLINE.....	10
Article 12 - SENIORITY.....	11
Article 13 - LAYOFFS, RECALLS AND JOB LOSS	11
Article 14 - JOB VACANCIES AND POSTING	12
Article 15 - PROMOTION AND STAFF CHANGES.....	13
Article 16 - PROBATIONARY PERIOD	14
Article 17 - HOURS OF WORK	14
Article 18 - OVERTIME	15
Article 19 - SHIFT DIFFERENTIAL.....	16
Article 20 - ON-CALL	16
Article 21 - CALL-OUTS.....	16
Article 22 - GENERAL HOLIDAYS	16
Article 23 - TIME IN LIEU.....	18
Article 24 - VACATION.....	19
Article 25 - LEAVE OF ABSENCE.....	21
Article 26 - SPECIAL LEAVE.....	22
Article 27 - BEREAVEMENT LEAVE.....	22
Article 28 - MATERNITY LEAVE/PARENTAL LEAVE	22
Article 29 - SICK LEAVE	23
Article 30 - HEALTH BENEFITS.....	24
Article 31 - PENSION.....	25
Article 32 - EMPLOYEE CLASSIFICATION	25
Article 33 - TEMPORARY ASSIGNMENTS.....	26
Article 34 - WAGES.....	27
Article 35 - CONTRACTING AND JOB LOSS	27
Article 36 – SEASONAL EMPLOYEE REVIEW.....	27
APPENDIX 1.....	29
Schedule A – Severance Schedule	31

THE TOWN OF MORINVILLE Municipal Corporation
(hereinafter referred to as "the Town")

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2426
(hereinafter referred to as "the Union")

PREAMBLE

WHEREAS, it is the purpose of both parties to this Agreement:

1. To maintain and improve harmonious relations between the Town and the Union;
2. To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions and employment;
3. To ensure effective and efficient delivery of services to Town residents; and
4. To promote the morale, well being and security of Employees in the Bargaining Unit of the Union;

AND WHEREAS it is now desirable that methods of bargaining and matters pertaining to the working conditions of Employees be drawn up in a Collective Agreement,

NOW THEREFORE WITNESSED that in consideration of the mutual covenants contained herein, the Town and the Union each agree with the other as follows:

In this Agreement, unless otherwise required by the context, all words in the singular shall include the plural and all words in the plural shall include the singular; words of masculine gender shall include feminine.

Article 1 – DEFINITIONS

- (a) **Employee** shall mean a person assigned to a position coming within the scope of this Agreement.
- (b) **Permanent Employee** shall mean any Employee who is filling a permanent position and has successfully completed the required probationary period and has continued in the employ of the Town or who has otherwise become permanent in accordance with the terms and conditions of this Agreement but shall not include Casual, Seasonal or Temporary Employees.
- (c) **Permanent Part-Time Employee** shall mean an Employee who is hired to work regularly scheduled shifts but who is assigned working hours that are less than the regular working hours specified for a Permanent full-time Employee.
- (d) **Probationary Employee** shall mean an Employee who is serving a probationary period of employment under Article 16 in his initial employment and reemployment with the Town in a permanent position coming within the scope of this Agreement. This shall not apply to Permanent Employees who are laid off and recalled within 12 calendar months.
- (e) **Temporary Employee** shall mean an Employee who is filling an established position for relief, for a period under twenty four (24) months. Under extenuating circumstances, in consultation with the Union, the period may be extended to a maximum of thirty-six (36) months. This definition shall not include Employees posted in acting positions pursuant to Article 33.
- (f) **Seasonal Employee** shall mean an Employee who is hired to perform work for a predetermined period of time or a predetermined task not exceeding six (6) months. Extensions will be granted with written acknowledgement of the Union.
- (g) **Casual Employee** shall mean an Employee who is hired on an as need basis and is not scheduled for a regular shift.
- (h) **Supervisor** shall mean the first non-bargaining unit position to which an Employee reports, either directly or indirectly.
- (i) **Team Lead** shall mean an individual employed by the Town in the capacity of Team Lead as per their job description or designation.
- (j) **Classification** shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.
- (k) **Position** shall mean a specific set of duties and conditions developed for the purpose of assignment to a single incumbent.
- (l) **Division Head** means the individual in charge of a respective division in the position of General Manager, Director, Manager or such other comparable position.
- (m) **Working Day** means any day on which an Employee is required to be on duty.
- (n) **Business Day** shall mean consecutive days exclusive of Saturday, Sunday and General Holidays.

- (o) **Emergent Situation** is defined as an unplanned event requiring an urgent response that has just been noted and continues to evolve.

Article 2 - TERM OF AGREEMENT AND AMENDMENTS

2.01 Term

This Agreement shall be in full force and effect as of the 1st day of January, 2021, and continue in full force and effect until the 31st day of December, 2024.

2.02 Amendments and Notice

Either of the parties hereto may serve notice to commence collective bargaining by notice in writing not less than sixty (60) days or more than one hundred and twenty (120) days prior to the expiration date of this Agreement. When notice to commence collective bargaining has been served the parties shall within thirty (30) days after notice is served meet to commence collective bargaining. The parties shall exchange bargaining proposals within fifteen (15) days of the first time they meet, or within any longer time period agreed on by the parties.

- 2.03** If amendment is desired by either party, the outline of the amendments shall be transmitted to the other party and the existing Agreement shall remain in full force until the process of collective bargaining has been completed or the parties hereto are in a position to conduct a strike vote or a lock out vote, as the case may be, in accordance with the provisions of the Labour Relations Code, whichever first occurs.

- 2.04** Changes in this Agreement agreed upon by the parties hereto, 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 this Agreement.

Article 3 - RECOGNITION AND NEGOTIATION

- 3.01** The Employer recognizes the Canadian Union of Public Employees, Local 2426, as the sole bargaining agent as set out in Certificate Number 198-92 issued by the Alberta Labour Relations Board. For clarity, the parties agree that the Union's bargaining unit includes only those employees who fall into the categories of "blue-collar/outside workers."
- 3.02** The Town recognizes the Union through its accredited officers or representatives as the sole and exclusive agent for those Employees covered by this Agreement for the purpose of collective bargaining. It is understood that the Union will be given valid opportunity for input on any organizational policy and/or procedure that could substantially impact the work place.
- 3.03** The Town shall not enter into any agreement with any individual Employee or group of Employees in the Bargaining Unit respecting the terms and conditions of employment which may conflict with the terms of this Agreement.
- 3.04** The Town agrees to negotiate with the Union or any of its authorized committees concerning matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any difference that may arise between them.

Article 4 - EQUAL PAY FOR EQUAL WORK

- 4.01 The provisions of the Alberta Human Rights Legislation shall apply in respect to equal pay for equal work regardless of gender.

Article 5 - MANAGEMENT RIGHTS

- 5.01 The Union recognizes and agrees that it is the exclusive right of the Town to exercise all of the usual and customary rights of management, and to manage and control the business of the Town and to direct its working forces.
- 5.02 All matters concerning the operation of the business of the Town and not specifically dealt with in this Agreement are reserved to the Town and remain its exclusive responsibility.
- 5.03 The question of whether any management rights are expressly limited by this Agreement shall be decided through the grievance and arbitration procedure.
- 5.04 Persons not in the Bargaining Unit shall not perform work of the Bargaining Unit except for the purposes of instruction, training or in an emergency.

Article 6 - CHECK OFF OF UNION DUES

- 6.01 Deductions of monthly dues shall be made from the payroll and shall be forwarded to CUPE National not later than the fifteenth (15th) day of the month following, accompanied by a list of names of the Employees from whose wages the deductions have been made.
- 6.02 The Union acknowledges that the deduction of amounts equal to the dues does not constitute membership in the Union, and that membership shall continue to be voluntary.
- 6.03 The Union shall advise the Town, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Town at least thirty (30) days prior to the effective date of the change.
- 6.04 The Union agrees to indemnify and save the Town harmless against any claim or liability arising out of the application of this Article.

Article 7 - CORRESPONDENCE/NOTIFICATIONS TO THE UNION AND DISTRIBUTION OF COLLECTIVE AGREEMENT

- 7.01 All correspondence between the parties, except as otherwise set out in this Agreement, arising out of this Agreement or incidental thereto, shall pass to and from the Human Resources Representative and the President of the Union. "Human Resources Representative" shall mean the Human Resources Manager of the Town or their designate. "President of the Union" shall mean the current President of the Union or their delegate.
- (a) The Union shall provide the Human Resources Representative with an up-to-date list of Union Officers appointed to CUPE Local 2426 including the name of the National Representative. The Union also agrees to provide the names of Shop Stewards. Recognition will not be given by the Town unless this requirement is met. An updated list shall be provided within seven (7) days of the effective date of any change.

- (b) The Town shall provide the Union with a written notification listing the name(s) of any Employee(s) in the Bargaining Unit who receives an appointment or is subject to layoff or recall.
- (c) In January and June of every year the Town shall provide the Union with an updated list of names, addresses, phone numbers and email addresses of all members of the Bargaining Unit. The Union shall use Employee information only for the purpose of fulfilling its role as the exclusive bargaining agent of Employees covered by this Agreement.
- (d) Each party shall acknowledge receipt of any correspondence from the other party within two working days of that receipt. In the absence of any acknowledgement, receipt of any correspondence shall be deemed effective after two business days after the day upon which it was sent.

7.02 The Town shall supply to each Employee within the Bargaining Unit a copy of this Agreement. All new Employees within the unit shall be supplied with a copy of this Agreement by the Town when they are hired.

Article 8 - LABOUR-MANAGEMENT RELATIONS

- 8.01** In the event that an Employee is elected or appointed to the Negotiating Committee for the Union, he shall be granted leave with pay for the purpose of attending bargaining preparation (up to sixteen hours per member of Negotiating Committee), joint collective bargaining, conciliation or mediation meetings in the establishment of a new Collective Agreement. It is understood that no more than three (3) Employees (or up to four (4) Employees for bargaining preparation) will be granted leave for the purposes of attending the said meetings on behalf of the Union and that the Human Resources Representative will be advised in writing of the members of the Union's Negotiating Committee at the time notice to amend the Collective Agreement is served.
- 8.02** Union meetings shall not take place on any of the Town's premises without the authorization of the Human Resources Representative or designate.
- 8.03** A Labour Management Committee shall be established and be composed of two (2) representatives appointed by the Town and two (2) representatives appointed by the Union and shall meet at a minimum of twice per year or at the call of either Chair.

Article 9 - GRIEVANCE PROCEDURE

9.01 Grievance

The word "grievance" when used in this Agreement shall mean any difference between the parties concerning the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the difference is arbitrable.

9.02 Attendance at Grievance Meetings and Hearings

If an accredited representative of the Union is required to meet with the Town representative, or attend a hearing to discuss a grievance during working hours, they shall be granted leave with pay subject to suitable arrangements with their immediate Supervisor concerning their own work responsibilities. If the Employee who is grieving is required to attend a hearing, they shall be

granted leave with pay.

9.03 Recognition of Union Stewards

In order to provide an orderly and speedy procedure for settling of grievances, the Town acknowledges the rights and duties of the Union Stewards. All elected officers of the Union (President, Vice-President, Secretary-Treasurer, Recording Secretary) are also recognized as Union Stewards. The Steward, subject to Article 9.04, may assist any Employee whom the Steward represents in preparing and presenting his grievance in accordance with the grievance procedure.

9.04 Permission to Leave Work to Investigate Grievance

The Town agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating a grievance as provided in this Article. The Union recognizes that each Steward is employed fulltime by the Town and that they will not leave their work during working hours without first obtaining the permission of their Supervisor in accordance with Article 9.02.

9.05 Grievances to be Settled with No Work Stoppage

Any difference concerning the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the difference is arbitrable, shall be settled without stoppage of work or refusal to perform work in accordance with the following procedures.

9.06 Types of Grievances

Grievances shall be of two (2) types:

- (a) Individual grievances relating to or affecting the right of one or more specific individuals.
- (b) 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.

9.07 Steps in the Grievance Procedure

(a) Step 1

The grievor will first seek to settle the dispute with the Employee's immediate Supervisor on an informal basis within ten (10) business days following the date of the occurrence giving rise to the grievance. The Supervisor shall have five (5) business days in which to respond to the grievance.

(b) Step 2

- (i) Failing satisfactory settlement and within five (5) business days after the response in Step 1 from the Supervisor the grievance may be submitted by the Union to the appropriate Division Head or his delegate in writing with particulars of the grievance and the redress sought.
- (ii) The appropriate Division Head shall review the grievance and shall provide the Union and the grievor with a written decision together with the reasons therefore within ten (10) business days from the day that the grievance was initiated.

(c) Step 3

If the decision of the appropriate Division Head does not settle the grievance, the Union must within five (5) business days from the day that the decision was received by the Union, appeal the decision in writing to the Chief Administrative Officer and such appeal shall specify all the details of the grievance, the Article or Articles of this Agreement upon which the grievance is based, and the remedy requested.

(d) Step 4

The Chief Administrative Officer, or their designate, shall hold a hearing within five (5) business days of the day that the Chief Administrative Officer received the appeal of the grievance. The Chief Administrative Officer, or their designate, shall provide a written decision on the grievance together with the reasons therefore shall be given to the Union within ten (10) business days of the hearing.

(e) Step 5

If the decision of the Chief Administrative Officer, or their designate, does not settle the grievance; the Union must within ten (10) business days from the day the decision was received refer the grievance to an arbitration board as hereinafter set out.

9.08 Policy Grievance

A Policy Grievance must be initiated in writing by the Union with the Chief Administrative Officer under Step 3 within fifteen (15) business days of the time of the incident which gave rise to the grievance. The Policy Grievance shall specify all of the details of the grievance including the nature of the grievance, the Article or Articles of this Agreement upon which the grievance is based, and the remedy requested. The Policy Grievance shall state particulars of the grievance and the redress sought.

9.09 Failure to Comply with Time Limits

Where there is a failure by an Employee or the Union to follow the grievance procedure, including a failure to comply with any of the time limits prescribed in the grievance procedure, the grievance shall be deemed to have been withdrawn and abandoned.

9.10 Extension of Time

Time limits in the grievance procedure may be extended by mutual agreement in writing between the Town and the Union.

Article 10 - ARBITRATION PROCEDURE

10.01 Both Parties may, at mutual agreement, after the matter has been referred to an arbitration board, engage the services of a labour mediator to attempt and resolve the matter at mediation.

10.02 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 of the Union. Within seven (7) days thereafter, the Town shall advise the Union of the name and address of its nominee to the arbitration board. The two (2) arbitrators shall then select a third person who shall be chairman of the arbitration board.

- 10.03** If the Town fails to appoint an arbitrator in the time limit specified, or if the two (2) nominees fail to agree upon a chairman within seven (7) days of their appointment, the required appointment shall be made by the Minister of Labour upon the request of either party.
- 10.04** The arbitration board shall determine its own procedure and shall give all parties the opportunity to present evidence and make representations.
- 10.05** The arbitration board shall hear and determine the grievance and shall issue an award in writing and its decision is final and binding upon the Town and the Union and upon any Employee affected by it. The decision of the majority is the award of the arbitration board, but if there is no majority, the decision of the chairman governs and it is then deemed to be the award of the board.
- 10.06** Each party to the arbitration shall bear the expense of its respective nominee to the arbitration board and the two parties shall bear equally the expenses of the chairman.
- 10.07** The arbitration board, by its decision, shall not alter, amend or change the terms of this Collective Agreement.
- 10.08** The time limits fixed in the arbitration procedure may be extended by consent of the parties.

Article 11 - WARNING NOTICES AND NOTICES OF DISCIPLINE

- 11.01** The Town may give an Employee a written warning notice or a notice of discipline for a breach of discipline. Copies of all warnings or notices of discharge, suspension or other discipline shall be maintained in the Employee's file with a copy sent to the President of the Union. The Employer shall inform the Member of their right to have the Shop Steward or other Union representation present at meetings dealing with discipline.
- 11.02** Past warning notices or notices of discipline shall be deemed void after an Employee has maintained a clear record for a period of eighteen (18) months.
- 11.03 Unreported Absence**
- An Employee absent for three (3) consecutive days without notifying their immediate Supervisor shall be considered to have vacated their position and may be terminated with no severance.
- 11.04 Loss of License**
- (a) Employees who are required to maintain a valid Operator's License for the purpose of their work with the Employer shall be terminated from their employment in the event they lose their Operator's License, for a period of more than six (6) months.
- (b) Employees who lose their Operator's License for less than six months or less may be laid off until such time as the license is again secured.
- (c) In the event of such loss of Operator's License for less than six months, the affected Employee may be offered the first available position to which they are qualified. Employees who are so offered must report for duty when scheduled or they may be considered to have vacated their position and may be terminated with no severance.

Article 12 - SENIORITY

12.01 Seniority Defined

The word "seniority" when used in this Agreement shall apply only to Permanent Employees and shall mean the length of unbroken service by a Permanent Employee in positions coming within the jurisdiction of this Agreement.

12.02 Seniority List

A list showing the seniority of Employees within the Bargaining Unit shall be sent to the Union and posted by January of each year by the Town in a location generally accessible by Employees.

12.03 Job Transfer and Seniority

A temporary transfer from one branch of a department to another branch of the same department for a period of less than twelve (12) months, even if such a transfer is outside the jurisdiction of the Union, shall not affect the normal seniority standing of such Employee.

12.04 Seniority Standing

When an Employee achieves permanent status, his length of unbroken service in positions coming within the jurisdiction of this Agreement shall determine his seniority standing. Effective on ratification of this Agreement, Casual, Temporary and Seasonal Employees working full time hours shall not have seniority standing unless they are hired into a permanent position and do not have a break in service of less than ninety (90) days, in that case their seniority shall be from the original date of hire. Seniority shall apply in accordance with the other provisions of this Agreement in respect to promotions, transfers, layoffs and recalls.

12.05 Loss of Seniority

An Employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Town. An Employee shall only lose their seniority in the event:

- (a) The Employee is discharged for just cause and is not reinstated.
- (b) The Employee resigns.
- (c) The Employee is laid off and fails to report to work within ten (10) working days after being notified in writing to do so. It shall be the responsibility of the Employee to keep the Town informed of their current address.
- (d) The Employee is laid off for a period in excess of twelve (12) months.
- (e) On retirement.

Article 13 - LAYOFFS, RECALLS AND JOB LOSS

13.01 Layoff Procedure

- (a) In the event of a layoff, as a result of a shortage of work, Employees shall be laid off within

each affected classification in the reverse order of their seniority, where applicable, provided that those remaining have the required knowledge, qualifications, abilities and skills to fill the positions available.

- (b) In the event of a layoff, an Employee who is unable to maintain employment due to a lack of seniority and is not recalled within the recall period, will receive severance as per Schedule A Severance Schedule.
- (c) If the Town restructures job classification with the Union membership, no Employees shall lose their current salary rate.
- (d) The Union shall be notified of layoffs, displacements and re-assignments as they occur.

13.02 Recall Procedure

- (a) Employees shall be recalled in the order of their seniority within the affected classification when work becomes available provided that they have the required knowledge, qualifications, abilities and skills to fill the positions available. An Employee is eligible for recall for a period no more than twelve (12) months from the effective date the Employee was laid off.
- (b) Employees who are recalled must make reasonable efforts to return to work as soon as possible, and shall, in any event, return to work within ten (10) business days of the notice of recall or they will be considered terminated and will not be entitled to any severance.

13.03 Hiring Versus Recall

No new Employees will be hired until those laid off within the affected classifications that have the required knowledge, qualifications, abilities and skills to fill the positions available have been given an opportunity of recall.

13.04 Layoff/Benefit Premiums

An Employee who is laid off may elect to make prior arrangements to pay the Employer and Employee portions of the premium of any applicable benefit plans to assure continuation of such protection if so desired. Such arrangements shall continue for a period of equal to the duration of the layoff but no more than twelve (12) months.

13.05 Applicability

This Article shall not apply to Casual and Seasonal Employees.

Article 14 - JOB VACANCIES AND POSTING

14.01 Scheduled Posting

Any vacancy in a permanent position or a newly created permanent position within the jurisdiction of the Union which is required to be filled, must be posted and shall remain posted for a period of seven (7) working days in all departments having jobs coming within the jurisdiction of the Union.

14.02 Requirements of Job Posting

All job postings shall contain at least the following information:

Nature of the position, qualifications, required knowledge and education, skills, shift, hours of work, and wage or salary rate.

14.03 Temporary Appointments

Where the conditions of the service indicate that the position is required to be filled immediately, a temporary appointment may be made for the duration of the posting procedure.

14.04 Union Notification

A copy of all postings shall be sent to the Union.

14.05 Applications and selection

Consideration will be given to members of the Bargaining Unit for vacancies; all applications shall be addressed to Human Resources. Human Resources shall notify the Union of the proposed appointee and the names of all Employees who were unsuccessful applicants, upon the completion of the selection process.

14.06 Casual Employee Vacancy

A Casual Employee who has not attended a shift or otherwise worked for six (6) months, despite being provided with the opportunity to work, shall be deemed to have resigned and shall have to reapply to any job postings.

Article 15 - PROMOTION AND STAFF CHANGES

15.01 Promotion Defined

The word "promotion" when used in this Agreement shall mean the advancement of an Employee to a position with a higher regular rate of pay than their present posting.

15.02 Considerations in Promotions

In making promotions to vacant positions coming within the jurisdiction of the Bargaining Unit, the required knowledge, qualifications and skills contained in the job description shall be the primary considerations. Where two (2) or more applicants are equal, seniority shall govern.

15.03 Trial Period

A Permanent Employee who has been selected to fill a permanent position shall have a trial period of four hundred eighty (480) hours. This trial period may be extended a further four hundred eighty (480) hours where warranted by special circumstances. In the event that the normal trial period is extended the Employee and the Union shall be advised of the Town's reasons. During the trial period, an Employee may elect to revert to his former position or may be reverted by the Town.

15.04 Subject to the Employee demonstrating sufficient skill and experience to perform the new position at a senior level, an Employee who is selected to permanently fill a Bargaining Unit position in a Classification that is in the same or a higher Pay Band as their previous position, shall be paid the higher of their wage at their previous Classification, or the wage for the new Classification at Step 1 in Appendix "1" (unless they have worked sufficient hours in the new

Classification to qualify to be paid wages at Step 2, or Step 3, in which case Step 2 or Step 3 would apply).

Article 16 - PROBATIONARY PERIOD

16.01 Term

The normal probationary period for new Employees engaged in permanently established positions shall be four hundred eighty (480) hours, with the Town reserving the right where warranted by special circumstances to extend this period a further four hundred eighty (480) hours.

16.02 Extension

In the event that the normal probationary period is extended, the Employee and the Union shall be advised of the Town's reasons. In the event that the Union disputes that there are special circumstances warranting the extension, the Union may grieve the matter in accordance with the grievance procedure.

16.03 Meeting Requirements

A Probationary Employee may be discharged at any time during their probationary period when the Town considers it advisable to do so, and shall not have recourse to the grievance or arbitration procedures.

16.04 Probationary Employees shall, unless otherwise specified, be entitled to all rights and privileges under this Agreement except with respect to discharge and benefits. After completion of the probationary period, seniority shall be effective from the original date of employment.

Employee benefits shall commence upon completion of the probation period.

Article 17 - HOURS OF WORK

17.01 The words "regular hours of work" when used in this Agreement shall mean the assigned daily hours of work, exclusive of overtime. It is agreed by the Union that the provisions of this Article citing regular hours of work are intended to establish a basis for computation of overtime, and shall not be construed as a guarantee of hours worked.

17.02 Regular Hours of Work

The regular hours of work for Employees shall be either:

- eight (8) hours per day for five (5) consecutive days or,
- ten (10) hours per day for four (4) consecutive days.

The workweek shall be Sunday to Saturday, inclusive. The Employer shall attempt to keep scheduled hours of work be between 6:00 AM and 6:00 PM daily. Shifts may be established outside of the 6:00 AM to 6:00 PM period of normal hours of work.

17.03 Days Off

An Employee shall be scheduled for two (2) consecutive days off per week if scheduled to work five (5) consecutive eight (8) hour shifts, or three (3) consecutive days off per week if scheduled

to work to work four (4) consecutive ten (10) hour shifts, except where such would interfere with the efficient operation of the department or where the Employee is scheduled to work a four (4) days on, four (4) days off rotating schedule.

17.04 Distribution of Shift Options

Where a department offers multiple shift options with regard to the number of consecutive days of work in a week, or with regard to shift options outside of normal work hours, Employees will have the right to select their preferred shift option in order of seniority subject to having the necessary qualifications and abilities to perform the work required. The Employer will solicit shift option preferences at least once per year.

17.05 Notice of Shift Change

The Town shall give the Employees and the Union at least ten (10) working days' notice of a proposed shift change, except in an emergent situation in which case the Employer reserves the right to require that an Employee change from one shift to another within twenty-four (24) hours' notice with a minimum ten (10) hour rest period.

17.06 Meal and Rest Breaks

Employees shall be entitled to one half (½) hour unpaid lunch break per day for any shift scheduled to exceed five (5) hours. Rest periods shall be as mutually agreed to by the Town and the Employee. Where an Employee is required by the Town for operational reasons, to remain available for work during a meal break, the Employee will be paid for such meal break.

17.07 An Employee shall be permitted a rest period of fifteen (15) consecutive minutes in each four (4) hour segment of a shift at a time in a place designated by the Town.

Article 18 - OVERTIME

18.01 Overtime Defined

Where an Employee is required to work in excess of his regular hours of work, all such work shall be considered overtime.

18.02 Overtime Payment

Overtime shall be paid at one and one half (1½) times the Employees' regular hourly rate of pay. Where overtime is performed on an Employee's scheduled day off, or on a General Holiday specified in 22.01, the Employee shall be paid at two (2) times the employee's regular hourly rate of pay for all overtime.

18.03 Distribution

- (a) Subject to the efficient operation of the affected department, the Town shall attempt, where possible, to distribute overtime on an equal basis within each classification, except in cases of emergent situations.
- (b) Overtime will be distributed on a rotational basis, as equitably as practical for those Employees who:
 - (i) Are normally performing the work at the time.

- (ii) Have signified their availability for overtime when requested by the Town.
- (iii) Are qualified to perform such work.

Article 19 - SHIFT DIFFERENTIAL

19.01 Those Employees who are scheduled to work between the hours of 6:00 PM and 6:00 AM and any hours on a weekend, shall receive a shift differential of:

- One dollar and seventy-five cents (\$1.75) per hour for all hours worked between 6:00 PM and 12:00 AM (midnight), and any hours worked on a weekend.
- Two dollars and fifty cents (\$2.50) per hour for all hours worked between 12:00 AM (midnight) and 6:00 AM.

19.02 An Employee shall not be eligible for shift differential for hours worked at overtime rates.

Article 20 - ON-CALL

20.01 Any Employee when assigned to on-call duty shall be paid an on-call rate of:

- Thirty dollars (\$30.00) per day.

All overtime work performed during the performance of on-call duties shall be paid in accordance with Article 18.02 – Overtime.

20.02 An Employee on-call may initiate a call-out as per approved procedures or practices of the Town as defined by the appropriate Division Head.

Article 21 - CALL-OUTS

21.01 An Employee who is called out to work outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates. This provision shall not apply to a second or subsequent call-out in instances where less than two (2) hours have elapsed since the commencement of the previous call-out.

Article 22 - GENERAL HOLIDAYS

22.01 Named Holidays

All Employees in the Bargaining Unit, provided they meet the terms and conditions set out in 22.02, shall be entitled to the following General Holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day

- August Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

and any other day proclaimed as a holiday by the Town or any other day which is designated as a General Holiday legally binding on the Town by the Provincial or Federal Governments.

22.02 Eligibility and Conditions Governing General Holidays

- (a) All Employees in the Bargaining Unit, shall receive the recognized General Holidays for which they are eligible with pay, or other days with pay in lieu of such General Holidays
- (b) An eligible Employee who does not work on a General Holiday is entitled to their average daily wage for that General Holiday.
- (c) An Employee is not entitled to holiday pay when they do not work on a General Holiday but are required or scheduled to do so, or, are absent from employment without consent of the Employer on the Employee's regular Working Day preceding, or first regular Working Day following, the General Holiday.
- (d) General Holiday Pay:
 - (i) an eligible Employee who does not work on a General Holiday is entitled to their average daily wage for that General Holiday;
 - (ii) an eligible Employee who works on a General Holiday will receive, as determined by the Town either:
 - average daily wage plus one and one half (1½) times the Employee's wage rate for all hours worked; or
 - regular wages (and overtime, if applicable) plus a future day off with payment of average daily wage.

22.03 Granting of Day in Lieu

Where the Town designates a day off in lieu of the actual General Holiday for the majority of its Employees, the Employees within specific departments may be allowed off on such day. In the event that this is not possible, the Employee may be allowed a day off in lieu of the General Holiday at a time mutually agreed between the Employee and his Supervisor. If such a day cannot be provided, the Employee shall receive his regular day's pay at his regular rate of pay in lieu of the General Holiday.

22.04 General Holidays and Sick Leave

When a day designated as a General Holiday falls within a period of sick leave where the Employee is receiving accumulated sick leave credits, weekly income replacement or long term income replacement, the General Holiday shall be counted a day of sick leave and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

22.05 General Holidays and Workers' Compensation

- (a) When a day designated as a General Holiday falls within a period of time an Employee is eligible to receive Workers' Compensation benefits, it shall be counted as a day of Workers' Compensation benefit and an Employee shall not receive any additional entitlement in respect of that day unless the Employee has worked on the General Holiday. For clarity, if an Employee works a portion of a General Holiday while receiving Workers Compensation benefits, the Employee shall receive General Holiday pay as defined above proportionate to the time worked.
- (b) Union Employees will receive a Workers' Compensation pay supplement as follows:
 - (i) A Permanent Employee prevented from performing their regular work with the Town on account of an occupational accident that occurs in the course of their work for the Town that is covered by the Workers' Compensation Act shall receive from the Town the difference between the amount payable by the Workers' Compensation Board and their last rate of pay until the Workers' Compensation Board certifies they are able to return to work or until they are granted a permanent pension by the Workers' Compensation Board, whichever may be sooner. In order for an Employee to continue receiving their regular pay, the Employee shall assign the right to any monies earned in compensation from the Workers' Compensation Board to the Town.
 - (ii) While on Workers' Compensation leave, an Employee shall continue to accrue seniority; notwithstanding the above, the Employee shall not accrue vacation and sick leave credits for a period greater than one (1) month from the date of injury/accident.
 - (iii) Should an Employee fail to report an accident within forty-eight (48) hours, Article 22.05(b) may not be applicable. This will be waived in extraordinary situations where the Employee could not report such an accident.

22.06 General Holidays and Leave of Absence

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

Article 23 - TIME IN LIEU

23.01 Time in Lieu

- (a) Every Employee who is required to work overtime, work on-call, work on a call-out or work on a General Holiday as outlined in Article 22.01, shall at the time of working overtime or at the time of working on-call or at the time of working on a call-out or at the time of working on a General Holiday, elect whether to be paid for the time or receive compensating time in lieu.
- (b) An Employee who elects to be paid for the time shall be paid in accordance with the language of Article 18 (Overtime), Article 20 (On-Call), Article 21 (Call-Outs) and Article 22 (General Holidays).
- (c) An Employee who elects to receive time in lieu of being paid overtime or being paid on-call or being paid for a call-out or being paid for time worked on a General Holiday shall be credited with time in lieu equivalent to the number of hours that would have been paid for

the time worked, at the rate of pay in effect at the time such time was worked. However, an Employee may only bank up to the time equivalent of forty (40) hours.

- (d) Time in lieu may be scheduled subject to operational requirements and approval by the Division Head or their designate to a maximum of five (5) shifts (8 hour or 10 hour shifts).
- (e) Employees who have accumulated banked time may elect to have the bank time paid out according to the Employee's regular rate of pay. Payment shall be made either at June 30 or December 31.
- (f) This arrangement will be closely monitored by the membership and Management with an eye to maintaining flexibility for all involved and Management's ability to react to the needs of the individual and organization.

Article 24 - VACATION

24.01 Length of Vacation

- (a) A Permanent Employee shall receive annual vacation pay in accordance with the following schedule:

Year of Employment	Annual Entitlement
Date of hire to Dec. 31	As per Article 24.01(d)
Year 1	15 days (120 hours)
Year 2	16 days (128 hours)
Year 3	17 days (136 hours)
Year 4	18 days (144 hours)
Year 5	19 days (152 hours)
Year 6	20 days (160 hours)
Year 7	21 days (168 hours)
Year 8	22 days (176 hours)
Year 9	23 days (184 hours)
Year 10	24 days (192 hours)
Year 11	25 days (200 hours)
Year 12	26 days (208 hours)
Year 13	27 days (216 hours)
Year 14	28 days (224 hours)
Year 15	29 days (232 hours)
Year 16 (max)	30 days (240 hours)

- (b) A Permanent Employee may receive vacation entitlement to a maximum of thirty (30) days per year.
- (c) Part-time Employees will receive the above entitlement prorated to the number of hours they work compared to a Permanent full-time Employee.
- (d) Permanent Employees with less than one year of service, Probationary and Temporary Employees shall receive a vacation or money in lieu thereof in proportion to their service based upon one year of continuous service entitling an Employee to fifteen (15) days vacation.

- (e) Probationary, Seasonal, Casual, and Temporary Employees shall receive their vacation pay in the amount under the *Employment Standards Code* for the year of employment for which vacation is given.
- (f) An Employee's first vacation anniversary shall be January 1st that follows the Employee's date of commencement. Thereafter, subsequent vacation anniversaries shall be January 1st of each year.

24.02 Vacation Entitlement

- (a) Commencing in their first full calendar year of employment, annual vacation entitlement shall be advanced to a Permanent Employee in full on the first (1st) of January each year and such Employee shall be allowed to schedule this vacation subject to the terms of this Agreement.
- (b) An Employee who terminates during a calendar year shall be entitled to a pro-rata portion on their annual vacation entitlement compared to the number of calendar days in the year.
- (c) If, on the date of termination, the Employee has used more than their pro-rata portion of vacation earned to that point in time in the calendar year, the Employee shall reimburse the Town for any used portion of the annual vacation entitlement in excess of the Employee's pro-rata portion of vacation entitlement.
- (d) If, on the date of termination, the Employee has not used their pro-rata portion of vacation entitlement earned to that point in the calendar year, the Town shall pay the Employee for their unused pro-rata portion of vacation entitlement.

24.03 Carry-over

Except as otherwise authorized by the appropriate Division Head, an Employee shall take all of his vacation entitlement in the calendar year in which such vacation entitlement falls. Carry-over vacation to a maximum of one (1) week into the following year may be granted provided that such a carry-over entitlement is taken no later than March 31 of each year.

Where authorized by the Division Head, an Employee may be allowed to carry-over more than one week of vacation, provided that such carry-over entitlement is taken by March 31 of each year and the scheduling of vacation carry-over approved by the Town. The Employee shall provide the Division Head a leave request no less than two (2) weeks advance notice in writing.

24.04 General Holidays During the Vacation Period

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

24.05 Vacation Pay

Vacation pay for each year of vacation shall be at the regular rate of pay.

24.06 Vacation Schedules

Vacation schedules shall be completed and posted by March 31 of each year and insofar as the efficient operation of a department will permit, an Employee shall have the right to choose their period of vacation according to seniority and must book at least two thirds (2/3) of their yearly vacation entitlement. All other vacation requests will be considered on a first-come, first-served basis. Vacation requests for any remaining vacation entitlement must be submitted by September 30 for vacation commencing at least thirty (30) days after date of submission. If, in the opinion of the Division Head, the period of vacation leave chosen by an Employee conflicts or interferes with the efficient operation of the department, the Division Head will give such Employee at least one (1) months' notice thereof where practicable but in no event shall the notice be less than ten (10) working days, and such Employee shall have the right to choose an alternative period. In the event that the Employee does not choose an alternative vacation period in accordance with the above guidelines, the Division Head shall assign the vacation period. If an Employee is required by the Division Head to alter their scheduled vacation on less than thirty (30) days' notice, then the Town will reimburse the Employee for any loss incurred as a result of having to cancel hotel or transportation reservations. The Employee shall be required to present proof of such loss. Notification of such loss shall be made by the Employee to the Town immediately upon the Employee being advised of the proposed change in the Employee's vacation period.

24.07 Vacations in Excess of Three Weeks

An Employee shall be entitled to receive their vacation in an unbroken period except where their vacation entitlement is in excess of three (3) weeks. In such a case, the Employee's vacation entitlement may be taken in an unbroken period only with the approval of the Town.

Article 25 - LEAVE OF ABSENCE

25.01 Conditions

Leave of absence may be granted at the discretion of the Town to an Employee. An Employee shall use a leave of absence only for the purpose for which it was granted, otherwise they shall be deemed to have automatically terminated their service with the Town.

25.02 Leave of Absence During Regular Working Hours

Where an Employee has been granted a leave of absence during their regular working hours they will not be paid overtime until after they have worked a full shift.

25.03 Leave of Absence and Benefits

Employees granted leave of absence without pay in excess of ten (10) days shall make arrangements through the Town Office to pay both the Town and Employee portion of applicable Employee benefit premiums before their leave of absence commences.

25.04 Leave of Absence and Earned Vacation Time

An Employee who has been on leave of absence without pay for thirty (30) or more consecutive calendar days, except where the leave is a leave under the *Employment Standards Code* or for the purpose of attending a training course recognized by the Town, shall, for the year in which the absence occurs, earn annual vacation with pay proportionate to the number of months that

the Employee worked with pay in the service of the Town.

25.05 Leave of Absence for Union Business

Insofar as the efficient operation of the affected department permits, leave of absence without pay and benefits for Union business may be granted on written request two (2) weeks in advance to the appropriate Division Head. When such leave is granted, the Employer shall continue to pay wages and benefits and invoice the Union for the losses. The Employer shall use the regular rate of pay for the Employee plus 30% of the regular rate of pay to cover benefit costs of the Employee. The Union agrees to reimburse the Employer within thirty (30) days of receipt of the invoice.

25.06 *Employment Standards Code* Leaves

Employees shall be entitled to any leaves permitted under the *Employment Standards Code* that do not conflict with leaves provided under this Agreement. While on any of these leaves the Employee will not suffer any loss to their seniority.

Article 26 - SPECIAL LEAVE

26.01 Special leave shall be granted to a Permanent and Probationary Employees up to a maximum of twenty four (24) hours, per year, with pay, if an incident should occur in their immediate family, which shall include wife, husband, common law partner, son, daughter, grandchildren, mother or father, for the purpose of making arrangements for the care of the person, or for the care of the children. This shall also include eye examinations, or other medical appointments, and funerals not otherwise provided for in the Collective Agreement, for the Employee that are arranged in a manner in which they will be least disruptive to the work. Temporary Employees who have performed twelve (12) months of uninterrupted service shall be eligible for special leave benefits at the same rate.

26.02 Permanent Employees with less than one year of service shall receive special leave in proportion to their service based upon one year of continuous service entitling an Employee to twenty-four (24) hours of special leave.

Article 27 - BEREAVEMENT LEAVE

27.01 A Permanent Employee shall be granted leave as necessary, up to a maximum three (3) regularly scheduled consecutive work days, without loss of pay at their regular rate of pay for the purpose of making arrangements for, or attending a funeral when death occurs in an Employee's immediate family, that is, current spouse, parent, grandparent, grandchild, parent of current spouse, child or ward, brother, sister, or a related dependent of the Permanent Employee. Up to five (5) calendar days with pay will be granted to attend a funeral outside the Province.

Article 28 - MATERNITY LEAVE/PARENTAL LEAVE

28.01 Entitlement

An Employee is entitled to maternity/parental leave as per the *Employment Standards Code*. An Employee on leave is entitled to Employee benefits and LAPP, so long as the Employee's share of those benefits is paid by the Employee, for the duration of the leave.

28.02 No Loss of Seniority

Maternity/parental leave shall be without salary or sickness allowance, but the Employee on such leave will not lose seniority.

Article 29 - SICK LEAVE

29.01 Sick Leave Defined

When used in Article 29 of this Agreement the word "disability" shall mean the inability of an Employee to perform the regular duties of his position by reason of a non-compensable illness or injury.

29.02 Accumulation of Sick Leave Credits

One hundred and forty-four (144) hours sick leave per year shall be earned by Permanent and Probationary Employees at the rate of twelve (12) hours for every calendar month an Employee is employed. The unused portion of an Employee's sick leave shall accumulate to a maximum of seven hundred and twenty (720) hours entitlement. Temporary Employees who have performed twelve (12) months of uninterrupted service shall be eligible for accumulation of sick leave benefits at the same rate. Permanent and Probationary Employees who do not work full time will receive the above entitlement prorated to the number of hours they work compared to a Permanent full-time Employee.

29.03 Sick Leave Entitlement

- (a) All sick leave shall be paid for at the regular rate of pay.
- (b) The Town may, where an Employee is eligible to receive short-term disability benefits, require the Employee to utilize short-term disability benefits.
- (c) An Employee's sick leave entitlement shall be reduced by the number of sick days taken.

29.04 Sick Leave Accumulation and Leave of Absence

Permanent, Probationary and Temporary Employees shall not be credited with or accumulate sick leave entitlement while on leave of absence without pay for a period of one (1) month or longer.

29.05 Proof of Illness or Injury

An Employee may be required to deliver to the Town a written certification of illness or injury in order to be eligible for payment under the provisions of Article 29.03. Where the illness or injury is of duration of three (3) days or more such certification shall be provided by the Employee. Upon the production of a receipt, the Employer shall reimburse the Employee for the cost of the certificate.

29.06 Request for Medical Determination

At the request of the Town, and at the Town's expense, an Employee shall attend upon another medical doctor for purposes of an independent medical examination and report.

29.07 Recorded Amount of Sick Leave Credits

Upon one (1) week notice, the employer shall advise an Employee in writing of the amount of sick leave entitlement accrued to his credit.

Article 30 - HEALTH BENEFITS

30.01 Alberta Health Care

The Town shall pay one hundred (100) percent of the premiums for Alberta Health Care for Probationary and Permanent Employees as well as Temporary Employees who have performed twelve (12) months of uninterrupted work.

30.02 Group Life Insurance

The Town shall pay one hundred (100) percent of the premiums for Group Life Insurance Coverage for Permanent Employees.

30.03 Extended Health and Vision

The Town shall pay one hundred (100) percent of the premiums for Extended Health and Vision coverage for Permanent Employees as well as Temporary Employees who have performed twelve (12) months of uninterrupted work. The Town will provide a Vision Care plan with an allotment of five hundred dollars (\$500.00) per the same Employees bi-annually.

30.04 Short Term Disability

The Town shall pay one hundred (100) percent of the premiums for Short Term Disability coverage for Permanent Employees as well as Temporary Employees who have performed twelve (12) months of uninterrupted work.

30.05 Long Term Disability

The Employee shall pay one hundred (100) percent of the premiums for Long Term Disability insurance coverage for Permanent Employees.

30.06 Dental Care

The Employer shall pay one hundred (100) percent of the premiums for Dental Care coverage for Permanent Employees as well as Temporary Employees who have performed twelve (12) months of uninterrupted work.

30.07 Benefits for Part-time Employees

Part-time Employees who are employed on at least 0.5 full time equivalency basis shall receive the benefits for which they are eligible set out in Articles 30.02 to 30.06, with premiums paid on a pro rata basis. All Part-Time Employees, regardless of full-time equivalency, shall receive other benefits available to them under this Agreement on a pro rata basis in accordance with the percentage of their regular part-time hours of work per week as compared to (40) hours of work per week.

30.08 Eligibility Requirements

Where applicable, Employees shall be subject to any eligibility requirements set by third party benefits providers before receiving any such benefits.

30.09 Benefits Plans

The benefit plans provided by the Town pursuant to Articles 30.02 to 30.05 shall be substantially similar to the plans provided by AUMA, as applicable.

30.10 Wellness Benefit

The Town shall provide each Full-Time Permanent Employee with a Wellness Benefit of five hundred dollars (\$500.00) as a taxable benefit. Employees may utilize the Wellness Benefit towards health and wellness, education and education technology as per the Town's Wellness Benefit policy. The Wellness Benefit will be paid once per year in May in the form of an allowance paid via payroll. Employees must be eligible as of the date of payment to receive such payments.

30.11 Clothing Provision

- (a) The Town shall provide hard hats, rubber boots, rain wear, gloves and specialty clothing as required for work to be carried out by the Employees.
- (b) Any clothing provided by the Employer to the Employee 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. Clothing damaged by general wear and tear is not required to be replaced by the Employee but may be replaced by the Employer. When any of the clothing provided by the Employer is not being used, it must be returned to the Employer.
- (c) The Employer shall pay Permanent Employees two hundred dollars (\$200.00) once per year in May in the form of an allowance paid via payroll towards the purchase of work clothing and/or CSA approved rubber and safety boots.
- (d) The Employer shall pay Seasonal Employees one hundred dollars (\$100.00) at the start of their employment in the form of an allowance paid via payroll towards the purchase of work clothing and/or CSA approved rubber and safety boots.

Article 31 - PENSION

31.01 Membership in the Local Authorities Pension Plan shall be compulsory for eligible full time Permanent Employees in the Bargaining Unit. The Town and Employees shall contribute to such pension plan in accordance with the terms of the pension plan. Eligibility depends on the statutory terms governing the Local Authorities Pension Plan.

Article 32 - EMPLOYEE CLASSIFICATION

32.01 Union to Receive Classification Specifications

- (a) The establishment and maintenance of a Classification plan covering Employees within the jurisdiction of the Union shall be the sole responsibility of the Town. The Town shall develop Classification specifications in accordance with the Classification plan and shall provide specifications to the Union as they become available. No current Employee will suffer a reduction in wages as a result of the new Classification Specifications.

- (b) Employees appointed to Classifications will be paid for all time worked with the Town while so classified at the prevailing rate of pay for such Classification.
- (c) The Employer will endeavor to maintain the number of employees assigned to each Classification. A reduction in the number of employees rated in any Classification will only be made in the event that the Employer considers such a reduction to be justified owing to the fact that the number of employees in such Classification cannot be gainfully employed as such.
- (d) The Employer will prepare and submit electronically to the Union a list of how many members are employed and in which Classification they are assigned along with job descriptions for all present Union Classifications and for any new Union Classification developed during the term of this Agreement.

32.02 Establishing Pay Rates/Classification Determination

Where the Town creates a new Classification which is not included in this Agreement, or where the duties of an existing Classification are altered to substantially change the nature of the work being performed, the rate of pay shall be subject to negotiations between the Town and the Union. If the parties are unable to agree on the rate of pay for the position in question or whether the Employee is correctly classified, the dispute shall be submitted to the grievance and arbitration 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.

Article 33 - TEMPORARY ASSIGNMENTS

33.01 Assigned to Higher Classification

Any Employee temporarily appointed for a period of at least one Working Day to a higher Classification within the scope of the Bargaining Unit shall be paid the higher of their wage at their normal position or the wages for the higher Classification at Step 1 in Appendix "1" (unless they have worked sufficient hours in the higher Classification to qualify to be paid wages at Step 2, in which case Step 2 would apply).

33.02 Assigned to Lower Classification

Any Employee temporarily assigned to a Classification for which a lower wage rate has been established shall continue to be paid at the rate established for their normal position providing that the temporary assignment is not for a period of time in excess of thirty (30) days. This Article shall not apply in instances of a permanent demotion nor in instances where an Employee is required or allowed to assume a new Classification as a result of a layoff in the work force.

33.03 Casual Employees

Casual Employees shall receive the wage rate set at Step 1 of Appendix "1" unless they have worked sufficient hours in the higher Classification to qualify to be paid wages at Step 2, in which case Step 2 would apply) for the Classification for the specific position they are assigned from time to time.

Article 34 - WAGES

34.01 Regular Rate of Pay

The words "regular rate of pay" when used in this Agreement shall mean the rate of pay assigned to an Employee as set out in Appendix "I".

34.02 Wages in Appendix "1"

The regular rates of pay set out in Appendix "1" to this Agreement shall apply during the term of the Agreement. The Town shall pay wages biweekly in accordance with Appendix "1". On each pay cheque of each pay period, each Employee shall be provided with an itemized statement of their wages, overtime, supplementary pay and deductions.

34.03 Reporting Pay Guarantee

If an Employee who is scheduled to work a full shift of at least three (3) hours reports to work on their regular shift, they shall be paid at their regular rate of pay for the entire period worked with a minimum of three (3) hours pay.

34.04 Probationary Extension Pay

If a Probationary Employee's probation is extended under Article 16 of this Agreement, then that Employee shall continue under Step 1 until the end of that extended period.

Article 35 - CONTRACTING AND JOB LOSS

35.01 The Town agrees that they will notify the Union in writing prior to entering into a third party contract agreement that involves the work that is written within the scope of the Bargaining Unit. If the Union deems it necessary, it will be given opportunity to make a presentation.

35.02 In the event of a job loss due to restructuring, downsizing, or contracting of work, severance will be provided in accordance with Schedule A – Severance Schedule.

Article 36 – SEASONAL EMPLOYEE REVIEW

The Town agrees to provide Seasonal Employees with formal feedback mid-way through their term of seasonal employment and a final performance review at the end of such term.

SIGNED this 18 day of FEBRUARY, 2022.

TOWN OF MORINVILLE

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2426



APPENDIX 1

**HOURLY WAGE RATES –
JANUARY 1, 2021 – DECEMBER 31, 2022**

Band	Positions	Step 1 (<480 hours)	Step 1 (<4160 hours)	Step 3 (4160 hours +)
1	Labourers	19.52	20.84	20.84
2	Facility Operator I	23.17	24.74	26.41
3	Facility Operator II Parks Operator I PW Operator I Utility Operator, Training	26.02	27.79	29.67
4	Facility Operator III Parks Operator II PW Operator II Utility Operator I	27.23	29.07	31.05
5	Parks Operator III PW Operator III Building Maintenance Worker (non certified)	28.50	30.42	32.48
6	Utility Operator II	31.58	33.71	35.99
7	Team Lead	35.66	38.08	40.65
8	Journeyman Mechanic Building Maintenance Worker (certified journeyperson)	37.44	39.98	42.68

**HOURLY WAGE RATES – JANUARY 1, 2023
(1.5% INCREASE)**

Band	Positions	Step 1 (<480 hours)	Step 2 (<4160 hours)	Step 3 (4160 hours +)
1	Labourers	19.81	21.15	21.15
2	Facility Operator I	23.52	25.11	26.81
3	Facility Operator II Parks Operator I PW Operator I Utility Operator, Training	26.41	28.21	30.12
4	Facility Operator III Parks Operator II PW Operator II Utility Operator I	27.64	29.51	31.52
5	Parks Operator III PW Operator III Building Maintenance Worker (non certified)	28.93	30.88	32.97
6	Utility Operator II	32.05	34.22	36.53
7	Team Lead	36.19	38.65	41.26
8	Journeyman Mechanic Building Maintenance Worker (certified journeyperson)	38.00	40.58	43.32

**HOURLY WAGE RATES – JANUARY 1, 2024
(2.25% INCREASE)**

Band	Positions	Step 1 (<480 hours)	Step 2 (<4160 hours)	Step 3 (4160 hours +)
1	Labourers	20.26	21.63	21.63
2	Facility Operator I	24.05	25.67	27.41
3	Facility Operator II Parks Operator I PW Operator I Utility Operator, Training	27.00	28.84	30.80
4	Facility Operator III Parks Operator II PW Operator II Utility Operator I	28.26	30.17	32.23
5	Parks Operator III PW Operator III Building Maintenance Worker (non certified)	29.58	31.57	33.71
6	Utility Operator II	32.77	34.99	37.35
7	Team Lead	37.00	39.52	42.19
8	Journeyman Mechanic Building Maintenance Worker (certified journeyperson)	38.86	41.49	44.29

Schedule A – Severance Schedule

Severance shall be paid out according to the following schedule and process:

- (a) two (2) weeks pay per year for the first eighteen (18) full years of continuous service;
- (b) three (3) weeks pay per year for full years of services in excess of eighteen (18) full years;
- (c) maximum payment will be fifty-two weeks pay.

Employees terminated with severance shall forfeit all rights and entitlements under the Collective Agreement, including but not limited to recall rights, re-employment rights, and seniority rights. The Employee and their Union shall be required to sign a release prior to any severance payment being made.

Payments made in accordance with the above shall be based on the Employees' regular rate of pay for the position in which they are permanently employed on the date of severance.

An Employee may choose to be paid as a lump sum or through salary continuance.