

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES
CUPE Local 2800

- AND -

TOWN OF NOBLEFORD

January 1, 2023 to December 31, 2024

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COLLECTIVE AGREEMENT

BETWEEN

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

- AND -

TOWN OF NOBLEFORD
(Hereinafter referred to as the "Employer")

ARTICLE 1: PURPOSE

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

ARTICLE 2: DEFINITIONS

- 2.01 Permanent Full-time Employee:
A Permanent Full-time Employee shall mean an Employee who is regularly required to work a minimum of thirty-five (35) hours of work or more and who has successfully completed a probationary period.
- 2.02 Permanent Part-time Employee:
A Permanent Part-time Employee shall mean an Employee who works less than the full-time hours and who has successfully completed a probationary period.
- 2.03 Casual Employee:
A Casual Employee shall mean an Employee who is hired to work on an 'as needed basis to fill in, in cases where an Employee may be absent from work due to vacation, sickness, injury, leave of absence, or where there is a need for extra help during periods of work overload.
- 2.04 Employer: Employer shall mean the Town of Nobleford.
- 2.05 Workweek: Workweek shall be defined in Article 13.

ARTICLE 3: RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees, Local 2800, as the sole bargaining agent for all Employees as specified in the Alberta Relations Certificate No. 208-2018.
- 3.02 The Employer agrees not to bargain collectively or individually with any other labour organization affecting the Employees covered by this Agreement.
- 3.03 No Employee covered by this Agreement shall be asked or allowed to make a written or verbal agreement with the Employer, which may be in conflict with the terms of this Agreement.
- 3.04 If the Employer and the Union cannot agree on whether or not a new position is within the jurisdiction of Certificate No. 208-2018, the matter shall be referred to the Alberta Labour Relations Board for determination.

ARTICLE 4: TERM OF AGREEMENT

- 4.01 The Parties mutually agree to comply with and be governed by the conditions set out in this Agreement.
- 4.02 Any changes deemed necessary in this Agreement may be made by mutual agreement, in writing, at any time during the existence of this Agreement.
- 4.03 The Agreement shall come into force on the date ratified by both Parties and shall remain in force and effect from January 1, 2023, to December 31, 2024. This Agreement shall continue from year to year unless either party gives notice in writing to amend or terminate not more than one hundred twenty (120) days nor less than sixty (60) days prior to the expiry date of the Collective Agreement.
- 4.04 There shall be no strike or lockout during the life of this Collective Agreement.
- 4.05 If notice to amend or terminate the Agreement has been given by either Party prior to the termination date of this Agreement, and if negotiations continue beyond the termination date of this Agreement, the Agreement will remain in full force and effect until the application provisions of the Alberta Labour Code have been complied with.

ARTICLE 5: MEMBERSHIP

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

ARTICLE 6: MANAGEMENT RIGHTS

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

Including the right to:

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

ARTICLE 7: LABOUR-MANAGEMENT RELATIONS

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

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

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

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

ARTICLE 8: GRIEVANCE PROCEDURE

8.01 Definition of a Grievance:

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

8.02 Presence of Shop Steward:

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

8.03 Meetings Without Loss of Pay:

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

Notwithstanding 8.02 (above), when a grievance is first raised a decision shall be made whether it is likely to be resolved in fifteen minutes or less. If it can be resolved quickly, the meeting may proceed. If it will likely take more than fifteen minutes to resolve, the grievance meeting shall be scheduled for outside of normal working hours.

8.04 Shop Stewards Leaving the Work Site:

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

8.05 Recalls, Health and Safety, Dismissals, Layoffs:

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

8.06 Health and Safety Grievances:

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

STEP 1:

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

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

STEP 2:

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

If the grievance was not resolved at Step 1, Town Council shall make a decision regarding the grievance at that meeting and shall submit its decision, in writing within three working days after the meeting with a copy to the CAO, the National Representative, and the Shop Steward.

8.07 General or Policy Grievance:

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

8.08 Replies in Writing:

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

8.09 Settling of Grievances:

Grievances shall be processed in the following manner:

STEP 1:

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

STEP 2:

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

STEP 3:

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

8.10 Single Arbitrator:

The Parties may:

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

8.11 Amending of Time Limits:

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

8.12 Failing settlement at Step 2, either party may request that a grievance be submitted to mediation and shall do so within ten (10) days after the decision under Step 2 is given. The other party shall have ten (10) days to respond. If the parties agree to proceed to mediation, they shall agree on a mediator within ten (10) days of such agreement. It is understood that the arbitration process shall be held in abeyance pending the results of the mediation.

8.13 Referral to Mediation:

Failing settlement at Step 2, either party may request that a grievance be submitted to mediation and shall do so within ten (10) days after the decision under Step 2 is given. The other party shall have ten (10) days to respond. If the parties agree to proceed to mediation, they shall agree on a mediator within ten (10) days of such Agreement. It is understood that the arbitration process shall be held in abeyance pending the results of the mediation.

ARTICLE 9: DISCRIMINATION

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

ARTICLE 10: HARASSMENT POLICY

10.01 Definition of Harassment:

Harassment means any objectionable conduct, comments or display by a person that is directed at a worker; and is made on the basis of race, creed, religion, colour, sex, sexual orientation, gender, gender expression, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin, union activity or; is repeated intentional, sexually-oriented practice that undermines an Employee's health, job performance, or workplace relationships or endangers an Employee's employment status or potential; or is repeated intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation; or constitutes a threat to the health or safety of the worker.

Examples of Harassment are:

- verbal abuse or threats.
- unwelcome remarks, jokes, innuendoes, or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, sexuality, gender, gender expression, etc.
- displaying pornographic, racist, or other offensive or derogatory pictures, cartoons, or printed matter.
- practical jokes which cause awkwardness or embarrassment.
- unwelcome invitations or requests, whether indirect, explicit, or intimidating.
- leering or other gestures.
- unnecessary physical contact such as touching, patting, pinching, or punching.
- physical assault; and bullying.

10.02 The Employers Harassment policy shall ensure that:

- individuals are aware of the seriousness with which the parties view harassment.
- incidents are jointly investigated in a prompt, objective, sensitive, and confidential manner not precluding the use of a third (3rd) party.
- the Employer will provide the Union with written documentation related to any formal harassment investigation including the complaint, conclusions, and recommendations.
- the necessary corrective action is taken.
- Employees/supervisors/Employers are provided with the education necessary for them to prevent harassment, identify harassment when it occurs, and where applicable, how to carry out an investigation. Such training shall be considered time worked and the Employee shall suffer no loss of pay or benefits.

10.03 Attempt to Resolve:

- (a) If an Employee believes that they have been harassed, an Employee should tell the alleged harasser to stop.
- (b) If the harassment does not stop at this point, or if the harassed Employee does not feel able to approach the alleged harasser directly, that Employee or Union should file a formal written harassment complaint documenting the event(s) complete with time, date, location, names of witnesses and details for each event.
- (c) Upon receipt of any written formal harassment complaint the Employer shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint. The Employer must maintain written notes of their actions.

ARTICLE 11: UNION MEMBERSHIP CHECKOFF

- 11.01 The Town agrees to deduct the Union's regular monthly dues from Employees in accordance with the Rand Formula.
- 11.02 The Town shall remit the Union dues that have been deducted from the pay of the Employees under Article 10.01 above, to the Union by the first working day after the fifteenth (15th) calendar day in the following month. Such amount shall be accompanied by a list identifying the Employee's address, telephone number, Classification, hours worked, employment status, amount of dues deducted, and the total regular wages for the period.
- 11.03 The Union shall advise the Town in writing of any change in the amount of dues to be deducted under Article 10.02 above from the Employees.
- 11.04 Any Employee whose position is recognized by the bargaining certificate, and as amended, who is now a member of the Union and any Employee who hereafter becomes a member of the Union shall as a condition of employment maintain such membership.
- 11.05 The Employer shall include the amount of Union dues paid by each Union member in the previous year, on their T4 Slips for income tax purposes.

ARTICLE 12: PAYDAYS

- 12.01 All Employees will be paid on the basis of twelve (12) pay periods, with a one (1) week holdback of wages. Employees shall be paid wages for all hours worked during the period and overtime per Article 14 of the Agreement.
- (a) Employees shall receive an advance of fifty percent (50%) of net wages on the fifteenth (15th) of every month).
 - (b) Should the fifteenth (15th) of the month fall on a day that the Town of Nobleford is not open for business; the advance shall be paid prior to that day.
 - (c) The final cheque shall be issued at or prior to 4:30 p.m. on the last Town of Nobleford business day of the month.

ARTICLE 13: HOURS OF WORK

- 13.01 The regular workweek for full-time Employees in the Public Works Department shall consist of forty (40) hours per week comprised of five (5) consecutive days, Monday to Friday. The standard start time shall be by mutual agreement between the Employer and the Employee.

- 13.02 The regular workweek for full-time Employees in the Administration Office shall consist of up to forty (40) hours per week comprised of five (5) consecutive days, eight (8) hours per day, Monday to Friday. The standard start time shall be between 8:00 a.m. and 8:30 a.m. but may be adjusted by mutual agreement between the Employer and the Employee.

- 13.03 Public Works Employees, who are required by the Town to perform checks of the Water Treatment Plant and other minor duties on Saturdays and Sundays, and holidays, shall be paid two (2) hours pay at their regular rate of pay for performing such checks. If the Plant checks and these other duties take longer than two (2) hours the Employee shall be entitled to overtime in accordance with Article 14.04.

- 13.04 The standard workweek for Part-time Employees shall be a maximum of eight (8) hours per day, but less than forty (40) hours per week.

- 13.05 At the request of the Employee, and with the approval of the CAO, an Employee may work extra hours in order to take time off to a maximum of sixteen (16) hours. These hours shall be on a time for time basis (not overtime) and shall be taken as time off within three (3) months but may be adjusted by mutual agreement between the Employer and the Employee.

ARTICLE 14: REST PERIODS

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

- 14.02 Lunch Breaks:
All Employees shall be entitled to a one-hour unpaid meal break midway in their shift. Upon mutual agreement between the Employer and the Employee, the meal break may be reduced to one-half (1/2) an hour.

ARTICLE 15: OVERTIME

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

- 15.02 In cases where overtime is necessary, the Employer shall first offer the overtime to the Employee who was regularly scheduled to work on that day, and if both Employees are scheduled to work on a day when overtime is required, the overtime shall then be distributed as equally as possible over a period of a work-year, having due regard for the ability of the Employees in the job required. All overtime must be authorized in advance by the Employer.
- 15.03 Any Employee who is not available on an emergency call out will not be disciplined or held responsible.
- 15.04 Overtime shall be paid at time and one-half (1½) the Employee's basic rate of pay for all hours worked.
- 15.05 No Permanent Employee shall be required to take time off in lieu of overtime, but an Employee, by request, may receive the hourly equivalent of his/her overtime in time off in lieu of payment when mutually agreed upon by the Employee and the Employer.
- 15.06 When an Employee works overtime, they shall record on their timesheet if they want to bank the overtime, or to be paid for the overtime. Overtime may be banked to a maximum of twenty-four (24) hours.
- 15.07 An Employee shall be allowed to have their overtime bank paid out at the next regular pay period upon request.
- 15.08 Any Employee who is called back to work outside their regular hours of work (i.e. on a weekend or General Holiday, or after having completed their normal shift for the day and having gone home) shall be paid for any one (1) call at either:
- (a) The overtime rate as specified in Article 14.04; or
 - (b) Three (3) hours at the basic rate of pay; whichever is greater.
- 15.09 In the event that an unusual emergency occurs, or an event that legislation or statute requires, Employees may work overtime without the approval of the CAO or out-of-scope designate.
- (a) Employees will make every reasonable effort to contact the CAO or out-of-scope designate for approval
 - (b) Employees will notify the CAO or out-of-scope designate within forty-eight (48) hours of the overtime worked

ARTICLE 16: GENERAL HOLIDAYS

16.01 The following shall be considered General Holidays:

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

and all General Holidays proclaimed by the Town of Nobleford, the Province of Alberta or the Government of Canada.

ARTICLE 17: ANNUAL VACATIONS

17.01 Vacation allotment for Employees shall be as follows:

<u>Years of Service:</u>	<u>Vacation Entitlement</u>
First year of proration of -----	2 weeks (10 working days)
Second to Sixth year -----	3 weeks (15 working days)
Seventh to tenth year -----	4 weeks (20 working days)
Eleventh plus years -----	5 weeks (25 working days)

- (a) Vacation pay for one week's vacation as defined shall be based on forty (40) hours. Regardless of the Employee's normal work schedule, if scheduled weekly hours, or scheduled average weekly hours of work equal forty (40) hours per week.
- (b) If scheduled weekly hours, or scheduled average weekly hours are less than forty (40) hours per week, those Employees shall receive vacation entitlement and pay based on those average weekly hours.
- (c) Employees may carry over up to one week of holidays, all other holiday accruals will be paid out. Additional time can be requested, such requests shall be submitted in writing to the CAO and is subject to approval by the CAO.
- (d) Years of service will be calculated by calendar year for vacation accrual.

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

17.03 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/her vacation period or an additional day of vacation on some other day if mutually agreed to between the Employee and the Employer.

- 17.04 No more than two (2) weeks of vacation shall be taken between the months of June to September inclusive unless authorized by the Employer because of special circumstances.
- 17.05 Vacations shall not be allowed to carry over past March 31st of the succeeding year without receiving special permission from the CAO in which event each circumstance shall be reviewed on its own merits.
- 17.06 When an Employee becomes ill for a period of four (4) days or longer, provided the Employee provides a certificate from a medical practitioner or takes bereavement leave during the vacation period, the time spent on such leave shall not be deducted from vacation entitlement, and the vacation shall be rescheduled at a mutually agreeable time.
- 17.07 Upon an Employee's termination of employment, the Employee shall be paid out an amount equal to all vacation earned but not taken.
- 17.08 A Probationary Employee will be paid 4% vacation pay on each pay. After completion of the probationary period, the Employee shall commence accrual of vacation. Vacation time will be prorated during the first year of employment.
- 17.09 Notwithstanding the above, entitlement to pay for Annual Vacation for Part-time Employees shall be pro-rated according to the ratio of their normal employment to Full-time employment in that position.

ARTICLE 18: SICKNESS

- 18.01 An Employee shall be granted Sick Leave with pay when they are unable to perform their duties because of a non-work-related illness, injury or medical treatment, provided they have earned the necessary Sick Leave credits.
- 18.02 All Permanent Employees shall be entitled to accumulate Sick Leave credits to a maximum of ninety (90) days. Such credits shall be calculated from the date of hire with the Town and shall be accumulated at a rate of one and one-half (1½) days per month.
- 18.03 Unused Sick Leave for any year shall be carried over and accumulated up to a total allowable of ninety (90) days with pay, any time off for sickness shall be deducted from the days allowed. Permanent Employees on staff as of the commencement of this Agreement will retain their accumulated unused Sick Leave to a total of ninety (90) days.
- 18.04 When an Employee has a scheduled medical appointment, i.e., Doctor, Dentist, or Optometrist, during working hours, such time off for the appointment may be deducted from an Employee's accumulated Sick Leave credits if the Employee so requests.

- 18.05 When an Employee is unable to report to work due to illness or injury, they shall contact their CAO on the day of the absence, unless they are not reasonably able to do so. Where possible, an Employee shall inform the CAO if it is a work-related accident.
- 18.06 When an Employee returns to work after an illness/injury they shall be reinstated to the position they held immediately prior to the absence, provided they are able to perform the duties.
- 18.07 An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) days, certifying that the Employee was unable to carry out his/her duties due to illness. The Employer may require a certificate from a medical practitioner confirming an Employee's fitness to return to work.
- 18.08 Notwithstanding the above, entitlement to Sick Leave for Part-time Employees shall be pro-rated according to the ratio of their normal employment to full-time employment in that position.

ARTICLE 19: WORKER'S COMPENSATION

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

ARTICLE 20: DUTY TO ACCOMMODATE

20.01 Accommodation of Employees:

(a) General:

Accommodation of Employees within the workplace is a shared responsibility between the Employer, the Union, and the Employee.

The Employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to Employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability.

In consideration of accommodating an Employee, the following shall apply in the order listed below:

- (i) Determine if the Employee can perform their existing job as it is;
- (ii) If the Employee cannot, then determine if the Employee can perform their existing job in a modified form;
- (iii) If the Employee cannot, then determine if they can perform another job in its existing form;
- (iv) If the Employee cannot, then determine if they can perform another job in modified form;
- (v) If there are no positions within the bargaining unit that are available, consideration shall be given by the parties to pursue jobs outside of the bargaining unit.

NOTE: All options shall be considered when accommodating Employees. In such circumstances, the Employer and the local of the Union may agree to waive certain provisions in this agreement.

(b) Medical Information:

It will be the responsibility of the Employee returning to work or requiring an accommodation to provide the Employer with medical evidence of the limitations associated with the disability.

The procedure to determine that an Employee is fit to perform the duties of their job or modified work must be made in such a way as to protect the confidentiality of the Employee's medical information, which shall be limited to:

- (i) A prognosis for recovery, with or without limitation;
- (ii) A clear opinion as to the Employee's fitness to return to work;
- (iii) An opinion as to the Employee's fitness to perform the specific duties of their current job or the accommodation being considered;
- (iv) How long any limitations may last. Any charges for such medical documentation shall be reimbursed to the Employee by the Employer.

(c) Accommodation Meetings:

The Employee and Union representative who attend an accommodation meeting shall be released from duty without loss of pay.

ARTICLE 21: PENSION & HEALTH BENEFITS

21.01 All Permanent Employees shall be covered by the Local Authorities Pension Plan and shall participate in accordance with the provisions of the plan.

21.02 At time of hire an Employee shall have the option to equivalently fund an alternate plan other than that of Local Authorities Pension Plan (LAPP) as mutually agreed upon.

21.03 The Employer shall establish a Wellness Account for each Permanent Employee (Full and Part-time) and shall deposit into such account one thousand dollars (\$1000.00) per year. Upon proof of enrollment in, and payment for any activity, program, class, equipment, supplies, or any other item that promotes a generally healthy lifestyle. Unused portions of the Wellness Account shall be paid out on December 31st of each year.

ARTICLE 22: PROBATIONARY PERIOD

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

ARTICLE 23: PROMOTIONS, VACANCIES AND POSTINGS

23.01 When a vacancy occurs, or a new position is created, such vacancies shall be posted in all departments for a minimum of five (5) working days. Postings shall contain the following information:

- (a) The date of the posting and the closing date for applications;
- (b) The position description and qualifications;
- (c) The number of weekly hours of the position;
- (d) The basic rate of pay.

23.02 Qualifications shall be consistent with the job description.

23.03 The successful applicant shall maintain all seniority and benefits.

23.04 Within two (2) weeks of the posting closing date, applicants shall be advised of the successful applicant.

23.05 A copy of all postings, hires, Employee transfers and terminations shall be sent to the Shop Steward.

23.06 The Employer agrees that Employee's will be provided with the opportunity to attend job training and educational programs as determined by the Employer on the basis of job requirements and Classifications.

- (a) Any registration and material costs shall be paid by the Employer.
- (b) Any accommodations deemed necessary shall be paid by the Employer.
- (c) The Employee shall continue to receive his/her rate of pay.
- (d) The Employee shall attend without loss of seniority.

23.07 Promotion Definition:

Promotion is hereby defined as a move from a lower classification to a higher classification. It is the intention of the Employer to fill job vacancies from within the Town of Nobleford before hiring new Employees, providing Employees are available with the necessary qualifications to fill the vacant position.

ARTICLE 24: REDUCTION IN STAFF

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

Employees will receive thirty (30) days notice of termination of permanent positions and shall receive severance pay as per the following:

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

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

24.03 A layoff shall be defined as a reduction in the workforce or a reduction in an Employee's regular hours of work, as defined in this agreement. The Employer shall not replace full-time positions with two (2) or more part-time positions.

24.04 Steps to be Taken:

The following steps shall take place in the event of a proposed layoff or the elimination of a position within the bargaining unit:

- (a) As soon as the Employer becomes aware, but with no fewer than thirty (30) days, provide the Union with written notice of the proposed layoff or elimination of the position.
- (b) Meet with the Union to identify and propose possible alternatives to the proposed layoff(s) or elimination of the position(s). This could include, but not be limited to:
 - (i) Identifying work that would otherwise be bargaining unit work and is currently work contracted out that could be performed by bargaining unit Employees who are, or would otherwise, be laid off.
 - (ii) Attrition.
 - (iii) Job retraining.

In any case, the Employer agrees to make every reasonable effort to avoid reductions in force, reductions in hours, and/or job elimination. The Employer will provide any and all evidence that, should the Employer deem a layoff or elimination of a position necessary, shows the financial savings and/or all efforts that were made to avoid the layoff or elimination of the position.

- (c) Provide to the affected Employee(s), if any, written notification, as identified in Article 22.1 of the layoff or pay in lieu.

24.05 Layoff Notice:

The Employer shall give regular full-time and regular part-time Employees the following written notice of layoff, or normal pay for that period in lieu of notice:

- (a) Less than one (1) year, no less than two (2) weeks.
- (b) Less than Less than five (5) years of seniority, no less than four (4) weeks.
- (c) More than five (5) but less than ten (10) years of seniority, no less than six (6) weeks.
- (d) More than ten (10) years, no less than eight (8) weeks.

When a regular Employee is not given the opportunity to work during such notice period, they shall be paid for those days upon which work would be scheduled and was not made available.

24.06 Bumping:

Laid-off Employees may, at their discretion, displace the most junior Employee, provided they are qualified to do the work of the displaced Employee.

ARTICLE 25: CLASSIFICATIONS & JOB DESCRIPTIONS

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

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

ARTICLE 26: DISCIPLINE & DISMISSAL

26.01 An Employee who has completed his/her probationary period may only be dismissed for just cause.

26.02 An Employee who has completed his/her probationary period may only be disciplined for just cause. Disciplinary action shall consist of the following, in the following order: two (2) oral warnings, one (1) written warning, one (1) day suspension, five (5) days suspension, ten (10) days suspension and or dismissal issued to an Employee discharge. After twelve (12) months of satisfactory service, a reprimand or notice of suspension or demotion shall not be used against the employee.

Verbal Reprimand:

The CAO or out-of-scope designate will verbally outline to the Employee the reason for the reprimand, how they should correct their work or conduct, and what will happen if their misconduct continues. There is a written report of a verbal reprimand.

Written Reprimand:

Reprimands of a serious nature shall be recorded by means of a written reprimand to the Employee within seventy-two (72) hours of the event of the complaint. Such letters shall become part of an Employee's record subject to Article 24.02 The Employee's reply to the specific complaints, accusations, or expressions of dissatisfaction shall also be recorded. Letters of reprimand will be forwarded to the Union.

Suspension:

The Employee and the Union must be given notice of the unpaid suspension and the reasons for it in writing. The days of the unpaid suspension shall be included.

Suspension pending investigation is not considered discipline and shall be with pay. The CAO or out-of-scope designate shall render their decision regarding discipline no later than ten (10) calendar days from the date of suspension, except as otherwise agreed between the Employer and the Union.

Discharge:

Discharge shall be affected by the CAO or out-of-scope designate. The Employee shall receive written notice of the action, which shall include a specific statement of just cause.

26.03 An Employee has the right to have a Union representative present at any meetings that may give rise to disciplinary action.

26.04 When a disciplinary action is taken and recorded on the Employee's file, the Employee and the Shop Steward shall be given a copy of the disciplinary action.

26.05 Personnel Record Access:

Employees shall have the right to review their personnel file held by the Town of Nobleford provided they make an appointment in advance. The Employee may have a Union Steward present at the time of said review. No copies of documents relating to an Employees performance may be placed on the Employee's personnel file without the Employee receiving a copy of such document. If an Employee is not copied on such document, it will be removed from their personnel file.

26.06 Co-operative and Corrective Fashion:

The Employer agrees to consider matters of discipline in a cooperative and corrective manner rather than a punitive fashion and will endeavour to assist the warned Employee in improving their work performance.

26.07 Burden of Proof:

In cases of disciplinary action against an employee, proof of just cause shall rest with the Employer.

ARTICLE 27: CHANGE OF WORK

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

ARTICLE 28: EQUAL PAY FOR WORK OF EQUAL VALUE

28.01 Where an Employee has the necessary qualifications, and/or has proven their ability to handle the work, there shall be no discrimination between genders in the matter of appointments or salaries for such positions.

ARTICLE 29: SUBCONTRACTING AND CONTRACTING OUT

29.01 (a) In order to provide job security for the members of the bargaining unit, the Employer(s) agrees that all work or services performed by the Employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-bargaining unit Employee, unless it can be established by the Employer(s) that contracting out of such services will significantly increase the cost-effectiveness and would not affect the bargaining unit hours and pay.

- (b) Before any work is contracted out, Management will discuss its intentions with the Local of the Union. In such discussions, the Employer(s) will fully disclose its reasons for the tentative decision to contract or subcontract such work and give the Local of the Union an opportunity to suggest ways in which the work might otherwise be performed. In the event the Employer(s)' action is disputed, prior to any contracting out, the dispute will be forwarded directly to Expedited Arbitration for settlement.
- (c) In the case of existing contracts, provided the Local of the Union can establish the bargaining unit can maintain cost-effectiveness and the Employer(s) agrees not to renew the contract or shall terminate within the condition of such contract.

ARTICLE 30: LEAVES OF ABSENCE

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

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

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

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

30.02 For Union Business:

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

30.03 For Union Conventions and Meetings:

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

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

30.04 Bereavement Leave:

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

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

Where the death or burial occurs in excess of five hundred (500) kilometres from the Town of Nobleford up to five (5) days unpaid leave shall be granted upon request.

30.05 Jury Duty:

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

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

30.06 Maternity Leave:

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

30.07 Public Office Leave:

An Employee who is elected to public office shall be allowed leave of absence for the term of that office. Public office shall include but is not limited to, Municipal, Provincial, and Federal levels of Government, as well as Union and any other labour organization positions.

ARTICLE 31: INTERPERSONAL VIOLENCE PROVISIONS

31.01 The Employer recognizes that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

31.02 An Employee who is a survivor of interpersonal violence is entitled to both the following periods of interpersonal violence leave in each fifty-two (52) week period:

- (a) Leave of up to fifteen (15) paid days, which the Employee may choose to take intermittently, or in parts of a day (counting as a fraction) or in one continuous period;
- (b) Unpaid leave of up to seventeen (17) weeks be taken in one continuous period.

31.03 Purposes for which Interpersonal Violence Leave May be Taken:

An Employee may take an interpersonal violence leave for one (1) or more of the following purposes:

- (a) To seek medical attention for the Employee or the Employee's child in respect of a physical or psychological injury or disability caused by the interpersonal violence.
- (b) To obtain services from a victim services organization;
- (c) To obtain psychological or other professional counselling;
- (d) To relocate temporarily or permanently;
- (e) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the interpersonal violence;
- (f) Any other required purpose.

31.04 Notice of Leave:

An Employee who wishes to take up to seventeen (17) weeks of unpaid leave must give the Employer as much notice as is reasonable and practicable in the circumstances. If necessary, Employees may not be required to seek prior approval.

31.05 Ending Leave Early:

Unless the Employee and Employer agree otherwise, an Employee may end a leave earlier than the expiry of seventeen (17) weeks by giving the Employer written notice at least two (2) weeks before the day they wish to end the leave.

31.06 Confidentiality of Information:

- (a) It is the responsibility of the Employer to maintain confidentiality in respect of all matters that come to the Employer's knowledge in relation to a leave taken by an Employee; and
- (b) Not disclose information relating to the leave to any person except:
 - (i) To Employees or agents who require the information to carry out their duties;
 - (ii) As required by law; or
 - (iii) With the consent of the Employee to whom the leave relates.

31.07 Restriction on Further Disclosure:

A person to whom information is disclosed may not disclose it to any other person unless it is to be used for the purpose for which it was originally disclosed or for a required purpose.

31.08 Accommodation by Employers:

If an Employer becomes aware, or ought to be aware that interpersonal violence that would expose an Employee to physical injury may occur in a workplace, the Employer shall take every precaution reasonable in the circumstances for the protection of the Employee.

31.09 Protection from Discipline and Adverse Action

The Employer agrees that no adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing interpersonal violence.

ARTICLE 32: CRITICAL ILLNESS LEAVE

32.01 An Employee who has been employed for at least ninety (90) days and is a parent of a critically ill child is entitled to unpaid Critical Illness of Child Leave of up to thirty-six (36) weeks for the purposes of providing care or support to the child.

32.02 An Employee who has been employed for at least ninety (90) days and is a family member of a critically ill adult is entitled to unpaid Critical Illness of Adult Leave of up to sixteen (16) weeks for the purposes of providing care or support to the adult.

32.03 If more than one parent is employed by the Employer, the Employer is not required to grant the Critical Illness of Child Leave or Critical Illness of Adult Leave to more than one Employee at a time.

32.04 If more than one child of the parent is critically ill as a result of the same event, the period in which the Employee may take Critical Illness of Child Leave begins on the date specified in the medical certificate issued in respect of any child who is critically ill and ends:

- (a) on the date of the last day of the work week in which the last critically ill child dies.
- (b) the expiration of thirty-six (36) weeks following the date leave began.
- (c) the expiration of the last period referenced within the medical certificate for the critically ill children; or
- (d) the last day of the work week in which the Employee ceases to provide care and support to the last of the critically ill children.

32.05 Critical Illness of Adult Leave begins on the date specified in the medical certificate issued in respect of the adult who is critically ill and ends:

- (a) on the date of the last day of the work week in which the critically ill adult dies.
- (b) the expiration of sixteen (16) weeks following the date leave began.
- (c) the expiration of the last period referenced within the medical certificate for the critically ill adult; or
- (d) the last day of the work week in which the Employee ceases to provide care and support to the critically ill adult.
- (e) The Employee must provide the Employer with a medical certificate issued by a physician stating:
 - (i) that the child or adult is critically ill and requires care and support.
 - (ii) the start date of the period during which the child or adult requires that care and support
 - (iii) the end date of the period during which the child or adult requires that care and support; and
 - (iv) if the leave was begun before the certificate is issued, the day leave began.

32.06 An Employee who wishes to take Critical Illness of Child or Adult Leave must give the Employer at least two (2) weeks' written notice which notice must also include the estimated date of the Employee's return to work, unless a shorter notice period is necessary in the circumstances, in which case notice must be provided as soon as reasonable and practical in the circumstances.

32.07 Critical Illness of Child or Adult Leave may be taken in one or more periods, but no period of leave may be less than one (1) week's duration.

32.08 During the course of an unpaid leave of absence in excess of one (1) month, the Employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.

32.09 Employees on Critical Illness of Child or Adult Leave can continue their benefits during the period of their leave by pre-paying the Employee portion of the benefits for the length of time they will be on leave. If the Employee chooses to pay for their portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.

32.10 If an Employee has been on Critical Illness of Child or Adult Leave, they must provide at least forty-eight (48) hours notice of the date on which the Employee intends to return to work unless the Employer and the Employee agree otherwise.

ARTICLE 33: INFLUENZA/QUARANTINE

33.01 Any time lost as a result of:

- (a) immunization required by the Medical Health Officer in accordance with the *Alberta Immunization Program Standards Manual* or the *Canadian Immunization Guide*; or
- (b) quarantine as determined by the Medical Health Officer; or
- (c) being prohibited from working by the Employer as a result of exposure to an infectious disease as a result of their employment.

Shall not result in loss of pay or reduction of the Employee's sick leave credits.

In the case of other than Full-time Employees, wages and benefits shall be based on the average number of paid hours in the last fifty-two (52) weeks preceding the date of such time lost or date of hire whichever is greater.

ARTICLE 34: ALLOWANCES

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

34.02 Employees, who use company vehicles for the purposes of the Employer, shall be permitted to drive the vehicles to and from work at no cost to the Employee provided the Employee resides in the Town of Nobleford.

34.03 All Permanent Outside Employees shall be supplied with up to two (2) pairs of coveralls and gloves as required per year. Clothing to be worn only on the job or travelling to and from work. Employees are responsible for laundering clothing on their own time. Employees will return worn-out clothing to the Employer before being supplied with new clothing.

- 34.04 The Employer shall pay each eligible Employee one hundred and fifty dollars (\$150.00) per year towards the cost of safety boots upon presentation of a receipt.
- 34.05 Because of unusual circumstances the CAO may authorize additional protective clothing as needed; which will be shop-owned clothing.
- 34.06 (a) A premium of one hundred dollars (\$100.00) per month shall be paid to all Employees upon completion of any Level I course related to his/her Classification.
- (b) Upon completion of any Level II courses related to his/her Classification; the Employees premium shall increase to three hundred dollars (\$300.00) per month. Level II Certification must be maintained.
- 34.07 To ensure regular communications and the safety of staff who must leave the Employer's office locations to provide services, those Employees will be required to carry their own personal cell phone which will be activated during hours when the Employee is on duty. Employees are responsible to inform Human Resources and their supervisor of their up-to-date cell phone number. The Employer will pay such Employees a thirty dollars (\$30.00) per month cell phone allowance to offset the cost associated with work-related usage.

ARTICLE 35: GENERAL PROVISIONS

- 35.01 Employees whose jobs are not in the bargaining unit shall not work on any jobs that are included in the bargaining unit except in the event of an emergency.
- 35.02 Loss of License:
- (a) Employees who are required to maintain a valid Province of Alberta Operators License for the purpose of their work with the Employer may be suspended without pay for the duration of the loss of license and/or may be terminated from their employment in the event of the loss of Operators License for a period of more than six (6) months.
- (b) In the event of such loss of Operators License the affected Employee may be offered the first available position to which they are qualified.

ARTICLE 36: MEDICAL EXAMINATIONS

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

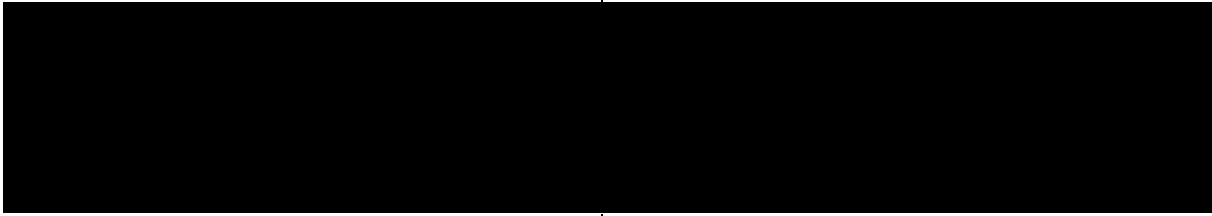
IN WITNESS WHEREOF, the Parties hereto have

Executed this Agreement

this day 12 of September 2023

**ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 2800**

**ON BEHALF OF THE
TOWN OF NOBLEFORD**



APPENDIX “A”: WAGES

CLASSIFICATION	EFFECTIVE DATE	PROBATIONARY RATE	JOB RATE
FINANCE CLERK	January 1, 2023 (+1.5%)	\$25.00	\$29.61
	January 1, 2024 (+2%)	\$25.50	\$30.20
MUNICIPAL CLERK	January 1, 2023 (+\$0.75)	\$24.00	\$27.75
	January 1, 2024 (+2%)	\$24.48	\$28.31
SUPERVISOR (PW)	January 1, 2023 (+1.5%)	\$31.00	\$37.12
	January 1, 2024 (+2%)	\$31.62	\$37.86
LEAD HAND	January 1, 2023 (+\$1.25)	\$25.00	\$29.11
	January 1, 2024 (+2%)	\$25.50	\$29.69
LABOURER I	January 1, 2023	\$21.00	\$24.00
	January 1, 2024 (+2%)	\$21.42	\$24.48
CASUAL	January 1, 2023 (+1.5%)	\$15.23	\$15.23
	January 1, 2024 (+2%)	\$15.53	\$15.53

APPENDIX “B”: EI, CPP & LAPP EMPLOYER CONTRIBUTIONS

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