

COLLECTIVE AGREEMENT

between



THE TOWN OF NANTON

and



CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 37

January 1, 2024 to December 31, 2026

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THIS COLLECTIVE AGREEMENT made this ____ day of _____ 2024.

BETWEEN:

THE TOWN OF NANTON
(Hereinafter referred to as the “Employer”)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37
(Hereinafter referred to as the “Union”)

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to maintain harmonious and co-operative relationships between the Employer and Employees covered by this Agreement.
- 1.02 To provide an amicable method of settling differences or grievances which may arise between the Employer and the Employees.
- 1.03 To recognize the mutual value of joint discussions and negotiations, in all matters pertaining to wages, working conditions, employment, service and benefits.
- 1.04 Encourage efficiency in operation.
- 1.05 To promote the mutual interest of the Employer and the Employee.
- 1.06 To promote the morale, well-being and security of all Employees in the bargaining unit of the Union.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees Local 37 as the sole and exclusive bargaining agent for all its Employees as per the authority granted by the *Alberta Labour Code* and the decision of the Alberta Labour Relations Board, certificate number 1055-90.

- 2.02 No Employee shall be required to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.

ARTICLE 3 - DEFINITIONS

3.01 Full-time Employee(s)

The words "Full-time Employee(s)" when used in this Agreement shall mean any Employee who is filling a full-time position and has successfully completed the required probationary period as per Article 13.05.

3.02 Part-Time Employee(s)

The words "Part-Time Employee(s)" when used in this Agreement shall mean any Employee who is filling a part-time position and is regularly scheduled to work less than the regular hours of a full-time position.

3.03 Temporary / Seasonal Employee(s)

The words "Temporary / Seasonal Employee(s)" shall mean any Employee who is hired to perform seasonal work or work of a temporary nature. Temporary / Seasonal Employees shall be entitled to all the provisions of this Collective Agreement except Article 23.

3.04 Casual Employee(s)

The words "Casual Employee(s)" when used in this Agreement shall mean any Employee who is not regularly scheduled. Casual Employees shall be entitled to all the provisions of this Collective Agreement except Article 23.

3.05 Probationary Employee(s)

The words "Probationary Employee(s)" when used in this Agreement shall mean any Employee filling a position coming within the scope of the Agreement and is serving the required probationary period as defined in Article 13.05.

3.06 Relief Assignment

The words "Relief Assignment" when used in this Agreement shall mean a position that has been made temporarily vacant due to illness, accident, leave of absence or vacation, until the regular Employee returns.

3.06.1 A temporarily vacant position of up to thirty (30) calendar days shall be filled by the most senior Employee who wishes to take the position and is qualified to do the work, or the Employer may hire a new Employee when the position is unable to be filled by a current Employee.

3.06.2 Where there is a temporarily vacant position of thirty (30) calendar days or more, the Employer shall post the vacancy in accordance with Article 14.03.

3.07 Continuous Service

When used in this Collective Agreement shall mean the length of service without any break of greater than ninety (90) days.

3.08 On-Call

(a) When used in this Collective Agreement shall mean an Employee is ready to return to work in the same state of readiness and health as a normal workday, including but not limited to:

- Able to respond to the workplace and be ready to work within 30 minutes;
- Able to respond to the workplace and not be under the influence of alcohol, illicit drugs, or prescription or over the counter drugs that may affect the performance of their duties.

(b) Call outs shall be defined as instances where an Employee is called into work and must leave their premises to attend the work. If an Employee is not required to leave their premises, they are not guaranteed call out pay unless mutually agreed by the Employer and Employee.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that no Employee shall be subject to:

4.01.1 Discrimination, interference, restriction or coercion, exercised or practiced with respect to any Employee in the matter of hiring, assigning wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, or any other action by reason of race, creed, color, ancestry, national origin, religion, political affiliation or activity, sexual orientation, gender, marital or parental status, family, relationship, place of residence, physical or mental disability, nor by reason of their membership or activity in the Union or any other reason.

4.01.2 Any harassment occurring from unwelcomed physical or verbal conduct that belittles or causes personal humiliation and/or embarrassment.

4.01.3 Sexual harassment occurring from unwanted sexual advances, requests or sexual favours, and other verbal or physical conduct of a sexual nature. Cases of sexual harassment will be considered discrimination on the grounds of gender and in violation of the *Human Rights, Citizenship and Multiculturalism Act of Alberta*.

4.02 Reporting Procedure

4.02.1 An Employee, who believes that they have been subject to discrimination, harassment, or sexual harassment, has a responsibility to advise the offender that the action is unacceptable behaviour and unwelcome.

- 4.02.2 Any incident of perceived discrimination, harassment or sexual harassment must be reported by the Employee to their Supervisor and the Union as soon as possible after the occurrence. The Employee may request their Supervisor and the Union to support them in advising the alleged offender as per 4.02.1.
- 4.02.3 If the affected Employee feels for any reason that they cannot directly confront the alleged offender, the concern may be brought forward to the Chief Administrative Officer who will determine the next appropriate action. Further, whether the Employee or the Chief Administrative Officer undertakes to do so, there is a requirement that the alleged offender will be advised of the particular actions that are deemed to be unacceptable behaviour and unwelcome, and that the following procedure will thereafter be commenced.
- 4.02.4 After advising the offender as per Article 4.02.1, it is important that the Employee keeps records of dates, times and the nature of the behaviour and the names of people who may have witnessed the incident(s). Also record what action was taken to stop the discrimination, harassment or sexual harassment.
- 4.02.5 The incident(s) of perceived discrimination, harassment or sexual harassment should be reported by the Employee to their supervisor and/or the Union as soon as possible after the occurrence of the alleged discrimination, harassment or sexual harassment.
- 4.02.6 Where, due to perceived involvement or bias, the Employee is not able to proceed through their supervisor, they may report it directly to the Chief Administrative Officer and/or the Union.
- 4.02.7 At any step of the above, the matter may be processed through the Union and the grievance procedure.

ARTICLE 5 - UNION SECURITY

- 5.01 Any Employee 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.

ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01 The Employer agrees to deduct such regular monthly union dues, as are levied upon all Employees covered by this Collective Agreement in accordance with the constitution and Bylaws of the Union, for each month for all present Employees and of all new Employees, the first scheduled pay period after thirty (30) calendar days of employment.
- 6.02 The amount of such regular monthly union dues shall be certified to the Employer by the Secretary-Treasurer of the Union.

6.03 Deductions for Union Dues and Lists

6.03.1 The total amount of the monthly deductions will be remitted no later than fifteen (15) days after the last day of each month, by the Employer to the Secretary or Treasurer of Local 37 CUPE.

6.03.2 With the first transmission of dues and every month thereafter the Employer will deliver a list of the Employees names from whom the deductions were made and the amount of the deductions.

ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 The Employer agrees to acquaint new Employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

ARTICLE 8 - RELATIONSHIP

8.01 The Union recognizes the right of the Employer to exercise all of the customary functions of management not restricted by this Agreement. Management and the direction of the working force are vested solely and exclusively with the Employer. The Town, on its own behalf and on behalf of the electors of the municipality, reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws of the Province of Alberta and including all those historical, traditional and residual rights of management not specifically limited by expressed terms within this Agreement, irrespective of the same having been exercised.

8.02 The Employer shall exercise its rights in a fair and reasonable manner, consistent with the provisions of this Collective Agreement. Any claim that the Employer has not exercised its rights consistent with the provisions of this Collective Agreement may be the subject of a grievance.

8.03 All rules, regulations and policies adopted by the Employer which affect the Employees in the bargaining unit shall:

8.03.1 be approved and signed by the Town of Nanton; and

8.03.2 be forwarded to the Union; and

8.03.3 be available in printed and/or electronic form to Employees and at the workplace.

8.04 The Employer reserves the right to establish the number of Employees.

- 8.05 The Union shall respond within thirty (30) days to any changes requested by the Employer to the Collective Agreement, Letters of Understanding and Job Descriptions.

ARTICLE 9 - UNION COMMITTEES AND STEWARDS

- 9.01 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.
- 9.02 In order that this may be carried out, the Union shall notify the Employer in writing of the names of its Officers, Stewards, Labour-Management Committee members and Union Committee members and the area over which each Steward/Officer is responsible. The Employer will recognize these members.
- 9.03 The Employer shall notify the Union in writing of the names of the Employer's officials who are authorized to deal with the Union.
- 9.04 The Union shall have the right at any time to have the assistance of the National Representative, appointed to Local 37 by the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- 9.05 Representatives of the Union appointed under Article 9.02 shall be granted permission without loss of pay to leave their employment in order to carry on negotiations, grievances and arbitration procedures. Notice of such shall be given the Employer at least four (4) working days in advance where possible.

The Town agrees to continue such Employee's regular rate of pay and benefits while representing the union in these matters and will invoice the Union for the hours lost to negotiations at the regular rate of pay for the individuals concerned.

- 9.06 The Employer and the Union agree to establish a Labour-Management Committee comprising of up to three (3) members from Management and up to three (3) members of the Union. From time to time, the Labour-Management Committee agrees to meet jointly with the Town's other organizations to address common issues. The Committee shall concern itself with matters of the following general nature:
- 9.06.1 Improvement of Employee - Employer relations.
- 9.06.2 Increasing operating efficiency by promoting co-operation in effecting economy moves.
- 9.06.3 Improvement of service to the public.
- 9.06.4 Promotion of safety and sanitary practices and the observance of safety rules.
- 9.06.5 Suggestions from Employees, questions of working conditions and service (but not grievances concerned with service).

9.06.6 Correction of conditions making for grievances and misunderstandings.

9.06.7 Promotion of education and training of the staff.

9.06.8 Any such other matters of mutual concern as the parties deem properly within their jurisdiction.

9.07 Meetings of the Labour-Management Committee shall be held at least twice per year, at a time mutually agreeable to both parties. A statement outlining the matters for discussion will be submitted by each party not less than ten (10) working days prior to the time of the scheduled meeting, except in the case of emergency. Minute taking of the Labour-Management Committee shall be alternated between Union and Management and forwarded to the respective parties not more than ten (10) days after the meeting occurred.

ARTICLE 10 - GRIEVANCE PROCEDURES

10.01 It is the mutual desire of the parties that a complaint of an Employee and/or Employees shall be resolved as promptly as possible. It is understood that an Employee has no grievance until he/she has first discussed the complaint with the immediate Supervisor without satisfaction. An Employee, if they wish, may be accompanied by their Steward or designate.

10.02 Should any difference arise between the Employer and any Employee from the interpretation, application, administration or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such difference without undue delay. Failing satisfactory settlement, the following grievance procedures shall apply:

10.03 Step 1

In the first instance, an Employee shall take up such Grievance in writing, with the Department Head. Such Grievance notice shall include the details of the Grievance, including the nature of the Grievance, and the clause or clauses upon which the Grievance is based, together with the remedy being requested, within ten (10) days of the event upon which the Grievance is based. The Employee has the right to arrange for the attendance of a Steward and/or Union National Representative at Step 1 and beyond.

10.03.1 The Union and the Employer may mutually agree to a facilitator (such as a management person from another Department) to assist in trying to resolve the matter. When this is agreed upon, the President of the Union or designate will attend the meetings.

10.03.2 The Department Head will give their decision in writing within ten (10) days.

10.04 Step 2

If not then settled, the Grievance may within ten (10) days be submitted in writing by the Union to the Chief Administrative Officer, to be dealt with at a meeting of the affected parties, to be held within ten (10) days of the submission. The decision of the Chief Administrative Officer shall be given in writing within ten (10) days after the meeting where it was discussed.

10.05 Arbitration

If the Grievance is still not settled, the Union will notify the Employer of their desire to proceed to Arbitration in accordance with Article 11.

10.06 Amending of Time Limits

The time limits may be extended by consent of the parties to this Agreement.

10.07 When a dispute involving a question of general application or interpretation of this Collective Agreement occurs, the Union shall have the right to file a policy grievance, which will be initiated at Step 2 of the Grievance Procedure.

10.08 The parties may at any time agree to use the services of a recognized Mediator agreeable to both the Employer and the Union in an attempt to resolve a dispute. It is agreed and understood that this process does not replace arbitration.

10.09 Should either party fail to act within their specified time limit, the party failing to do so shall concede the Grievance to the other party. All time limits may be extended by mutual agreement in writing.

10.10 All Grievances and replies to Grievances shall be in writing.

10.11 In this Article, days shall exclude Saturdays, Sundays, and paid Holidays.

ARTICLE 11 - ARBITRATION

11.01 When either party requests that the Grievance be submitted to arbitration, the request shall be made within twenty (20) days of the reply in Step 2, addressed to the other party of the Agreement, indicating the name of its preferred Arbitrator(s). Within twenty (20) days thereafter the other party shall answer by indicating the name(s) of their preferred Arbitrator. The parties will mutually agree to a single Arbitrator.

11.02 Failure to Appoint

If the parties fail to agree upon a single Arbitrator within twenty (20) days of their appointment, the appointment shall be made in accordance with the provisions of the *Alberta Labour Relations Code*, upon request of either party.

11.03 Procedure

The Arbitrator may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. They shall hear and determine the difference or allegation and render a decision within one hundred and twenty (120) days from the time of the hearing.

11.04 Decision

The decision of the Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions.

11.05 Expenses of the Board

Each party shall pay one half (1/2) of the fees and expenses of the Arbitrator it appoints.

11.06 Amending of Time Limits

The time limits may be extended by consent of the parties to this Agreement.

11.07 Witnesses

At any stage of the Grievance or Arbitration procedures, the parties may have the assistance of the Employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the Grievance.

11.08 In this Article, days shall exclude Saturdays, Sundays, and paid Holidays.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Disciplinary Action

Whenever an Employee is disciplined, and the discipline is intended to be a matter of Management Records the Employee shall have the right to have a Union representative present at the meeting when the discipline is given.

12.02 The Employee shall be given, in writing, the facts upon which the Employer is basing its disciplinary action, whether it be a verbal warning, written warning, suspension, or discharge.

12.03 Discharge Procedure

An Employee who has completed their probationary period may be dismissed, but only for just cause and only upon authority of the Chief Administrative Officer.

A Department Head may suspend an Employee but shall immediately report such action to the Chief Administrative Officer. When an Employee is discharged or suspended, they may be given an opportunity to be heard in the presence of a Union representative. Such Employee and the Union shall be advised promptly in writing by the Chief Administrative Officer of the reason for discharge or suspension.

12.04 Termination

An Employee shall be considered to have terminated their employment when:

12.04.1 An Employee is discharged for just cause and not reinstated.

12.04.2 An Employee resigns.

12.04.3 An Employee is absent from work in excess of three (3) working days without sufficient cause, or without notifying the Employer, unless such notice was not reasonably possible.

12.04.4 An Employee fails to return to work within fourteen (14) working days following a lay off and after being notified to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address.

12.04.5 An Employee is laid off for a period of over one (1) year.

12.04.6 An Employee is a Casual Employee and has not submitted any availability or worked any shift in the past six (6) months and may be extended upon mutual agreement.

12.05 Unjust Suspension or Discharge

Should it be found upon investigating that an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in their former position, without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangements as to compensation which is just and equitable in the opinion of the parties or in the opinion of Arbitration.

12.06 In this Article days shall exclude Saturdays, Sundays and paid Holidays.

12.07 May Omit Grievance Steps

An Employee considered by the Union to be wrongly or unjustly discharged or suspended shall be entitled to a hearing under Article 10 at Step 2 of the Grievance Procedure.

12.08 Disciplinary Documentation

After (2) years' time, disciplinary documents shall be removed from the Employee's personal record and destroyed and not held against the Employee.

After (1) years' time, minor disciplinary documents shall be removed from the Employee's personal record and destroyed and not held against the Employee.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined

Seniority for Employees is defined as the length of service with the Employer in the Bargaining Unit, including service prior to certification of the Union.

13.02 Seniority for Temporary / Seasonal and Casual Employees shall be based upon the date the Employee commenced working for the Employer and is based upon the Employees accumulated hours paid.

13.03 Seniority List

The Employer shall prepare a seniority list for all Employees covered by this Collective Agreement twice per year in February and September.

The Seniority List shall include Employee's contact information. The Union will sever the contact information and provide the severed list to the Shop Stewards for posting in the workplace.

13.04 Loss of Seniority

An Employee shall not lose seniority if they are absent from work because of sickness, accident, layoff. An Employee shall only lose their seniority in the event:

13.04.1 The Employee is discharged for just cause and not reinstated.

13.04.2 The Employee resigns.

13.04.3 The Employee is absent from work in excess of three (3) working days without sufficient cause, or without notifying the Employer, unless such notice was not reasonably possible.

13.04.4 The Employee fails to return to work within fourteen (14) working days following a layoff and after being notified to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address.

13.04.5 The Employee is laid off for a period of over one (1) year.

13.04.6 The Employee is a Casual Employee and has not submitted any availability or worked any shifts in the past six (6) months.

13.04.7 The Employee voluntarily leaves the bargaining unit.

13.04.8 Employees shall maintain accrued seniority but shall not accrue seniority for approved leave of absence of more than thirty (30) calendar days, with the exception of maternity leave or leave of absence granted for sick leave, education leave, or disability.

13.05 Probationary Employees

Newly hired Employees shall be considered on probation for a period of ninety (90) days from the date of hiring.

13.05.1 Probationary periods may be extended in consultation with the Union up to an additional forty-five (45) calendar days.

13.05.2 During the probationary period new Employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge for just cause. The employment of such Employees may be terminated at any time during the probation period without recourse to Grievance Procedure.

13.05.3 After completion of the probationary period, seniority shall be effective from the original date of employment.

ARTICLE 14 - PROMOTION AND STAFF CHANGES

14.01 A transfer means a lateral move to a similar position in another department or function with the same rate of pay.

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

14.03 Job Postings

14.03.1 Job Postings

Prior to filling any vacancies or creating new positions, the Employer shall notify the Union and post notice of the position on the bulletin board for a minimum of five (5) working days in order that all Employees will know about the position and be able to make a formal written application.

14.03.2 External Postings

The Employer may commence outside advertising at the time of the posting.

14.03.3 Information on Postings

Such notice shall contain the following: nature of position, required knowledge and education, ability and skills, rate of pay and normal hours of work.

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

14.05 Trial Period

The successful internal applicant will be placed on a trial for a period of forty (40) working days. Conditional on satisfactory service, the position shall become permanent after a period of forty (40) working days. During the aforementioned trial period if the successful applicant proves unsatisfactory in the position or if they find themselves unable to perform the duties of the new classification, they shall be returned to their former position at a time designated by management without loss of seniority and wages or salary.

14.06 Appointments from within the Bargaining Unit shall normally be made within twenty (20) working days of the last date of posting.

14.07 Notice of Wage Rates

In the event that the Employer creates a new job, the rate of pay shall be tentatively established, and the job shall be posted as outlined in Article 14.03. The Employer shall provide the Union the wage rates and job description and open negotiations for wage rates.

If agreement cannot be reached, the rate of wages shall be determined through the grievance and arbitration procedure, and such decision shall be binding on both parties.

14.08 Notice to Union

The Stewards shall be notified of all hiring's, layoffs, transfers, recalls, and terminations of employment within five (5) working days of their occurrences.

14.09 No Employee shall be transferred to a position outside the bargaining unit without their written consent. If an Employee is transferred to a position outside the bargaining unit, they shall retain their seniority acquired to the date of leaving the unit but will not accumulate any further seniority. If such an Employee later returns to the bargaining unit within ninety (90) days, they shall be placed in a job consistent with their seniority.

This timeline may be increased by written mutual agreement of the Employer and Union. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

- 14.10 When an Employee is temporarily assigned to perform the duties of a classification with a higher rate of pay, for three (3) shifts or more, they shall receive the higher rate of pay of the assigned classification. When the Employee is assigned for three (3) shifts or more, this payment shall be for all shifts worked.
- 14.11 When an Employee is temporarily assigned to perform the duties of a position not covered by this Agreement, for three (3) shifts or more, they shall receive the lesser of the Start Rate of Pay for the assigned position or a rate of pay ten percent (10%) above their regular rate of pay. When the Employee is assigned for three (3) shifts or more, this payment shall be for all shifts worked.
- 14.12 When because of inability to perform the functions of a position, or because of health, or by request, an Employee is demoted to a lower-rated position, their rate will be adjusted immediately to the rate of the position to which they are demoted.
- 14.13 Due to the nature of our industry and the level and quality of service the Municipality must provide to its citizens, it will at times be necessary to transfer Employees from one Department, unit or area to another or from one job to another on a temporary basis.
- 14.14 When the duties in any classification are changed, or where the Union and/or an Employee feels he is unfairly or incorrectly classified or when any position not covered by the Salary Schedule is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on reclassification and/or rate of pay of the job in question, such dispute shall be submitted to an Alberta Labour Mediator and then failing settlement in Mediation, shall then proceed to Arbitration in accordance with procedures outlined under Grievance. The new rate shall be retroactive to the time the position was first filled by the Employee.
- 14.15 The Town shall provide, upon request of the Union, copies of descriptions for all positions in the bargaining unit. Employees may request a copy of the description for the position the Employee holds.

ARTICLE 15 - LAYOFFS AND RECALLS

- 15.01 When layoffs are necessary, Employees shall be laid off in the following order and recalled in reverse order, providing the Employee has the necessary qualifications and can demonstrate the ability to do the job:
- 15.01.1 Casual Employees,
 - 15.01.2 Seasonal Employees,
 - 15.01.3 Part-Time Employees,
 - 15.01.4 Full-time Employees.

15.02 No new Employees will be hired until those laid off have been given an opportunity of re-employment.

15.03 Notice of Layoffs

The Employer shall, in writing, notify Employees who are to be laid off ten (10) working days before the layoff is to be effective, or shall compensate the Employee for lack of notice accordingly.

15.04 Notice of Recall

The Employer shall give notice of recall by personal contact or by telephone / email with such notice to be confirmed by registered mail to the Employee's last known address if necessary. Employees shall return to work within three (3) working (Full-time) or calendar (Part-time / Seasonal) days of receiving notice of recall unless they are unable to do so for reasonable grounds.

15.05 Seasonal Employee Layoffs

Seasonal Employees shall be given a minimum on five (5) calendar days' notice of layoff prior to the effective date or in lieu thereof five (5) days' pay at the rate immediately prior to such layoff.

ARTICLE 16 - HOURS OF WORK

16.01 The provisions of this Article are intended to establish a basis for the computation of overtime and shall not be construed as a guarantee of hours of work per day or per week.

16.02 The number of regularly scheduled hours of work in a week shall not exceed the following:

16.02.1 Outside & Recreation Employees - 40 hours per week.

16.02.2 Inside Employees - 37.5 hours per week.

16.03 Notwithstanding Article 16.02, in order to compensate for water and wastewater treatment plant operations and Saturdays and Sundays, where there is more than one Employee capable of performing the duties, the Employee who worked the weekend shall be given the Friday off immediately following the weekend shift worked. On the weekend that the Employee is to operate the plants that Employee shall be on call for the whole weekend.

16.03.1 Should an Employee be called in while on time off, they will be paid at the applicable rate as stated in Article 17.02.

16.04 Work is established on a shift basis in which the days and the beginning and ending times will be established by the Employer.

16.04.1 All shifts shall be posted thirty (30) days in advance.

16.04.2 Schedules may be changed by the Employer with seven (7) days' notice.

16.04.3 Within seven (7) days, changes to the schedule shall be by mutual agreement between the Employee and the Employer. Should a mutual agreement not be reached, the Employee with the lowest seniority may be required to work.

16.04.4 In an emergency situation 16.04.2 and 16.04.3 will not apply and schedules may change without notice.

16.05 Subject to the needs of the Municipality, the Employer will, whenever possible, schedule two consecutive days off in the week.

16.06 All Employees shall receive one (1) fifteen (15) minute rest period in each half of a working shift of eight (8) hours, or seven and one-half (7½) hours.

16.07 Employees shall be encouraged to take time off in half and full day increments.

ARTICLE 17 - OVERTIME

17.01 All hours worked outside the regular working time shall be considered overtime.

17.01.1 Outside and Recreation Employees

All time authorized by the Employer and worked by the Employee in excess of the eight (8) hours per day or forty (40) hours per week.

17.01.2 Inside Employees

All time authorized by the Employer and worked by the Employee in excess of the seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week.

17.01.3 There shall be no pyramiding of extra hours in the calculation of this pay.

17.02 Overtime will be calculated at two (2) times regular pay.

17.03 Minimum Call Back Time

An Employee who is called in and required to work outside their regular working hours shall be paid overtime at the applicable rate in Article 17.02, with a minimum of two (2) hours pay for each call back.

17.03.1 When an Employee is called within the same two (2) hour period, the Employee will not receive any additional compensation unless the total time exceeds the two (2) hours, in which case, the Employee will be paid for the total hours at the applicable rate in Article 17.02.

- 17.04 It is agreed that should overtime work be required, it shall be shared as equitably as possible among Employees. The Employer will endeavor to keep overtime to a minimum.
- 17.05 An Employee shall be allowed to bank overtime at the applicable rate in Article 17.02 in lieu of cash payment. Banked overtime shall be taken at a time mutually agreeable to the Employer and the Employee, accumulated to a maximum of forty (40) hours per calendar year.
- 17.06 Any overtime banked and not taken by December 31st of each calendar year shall be paid out at the overtime rate.
- 17.07 The overtime provisions do not apply to seminars and courses related to Employees occupation/service. Where the Employer has approved attendance at a course or seminar, the Employee will be paid at the regular rate of pay for each day of the course.
- 17.08 Meeting Attendance and Information Sessions

Employees that are required to attend meetings with the Employer shall be paid at the Employee's regular rate of pay except where the provisions of Article 17 apply.

ARTICLE 18 - STATUTORY HOLIDAYS

- 18.01 The following shall be holidays for which holiday pay shall be paid equal to what the Employee would have normally earned had they been required to work their normal hours on that day:

New Year's Day	Labour Day
Alberta Family Day	National Day for Truth and Reconciliation
Thanksgiving Day	Good Friday
Remembrance Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	August Civic Holiday

and all holidays declared or proclaimed by the Town of Nanton, the Province of Alberta or the Government of Canada, except where such proclaimed holiday is declared in lieu of one of the above-named holidays.

- 18.02 Qualifications for a Named Holiday or Pay for a Named Holiday

- 18.02.1 Employees are eligible for general holidays and holiday pay immediately upon employment.
- 18.02.2 Employees shall have the option to either be paid out the Statutory Holiday or may bank the time and be taken at a mutually agreed to time.

18.02.3 The Employee must not have refused to work on the named holiday when asked to do so, except as out lined in 18.02.04.

18.02.4 The Employee must have worked their last scheduled shift before, and the first scheduled shift after, the holiday (note that Employees will remain eligible if they have the Employer's permission to be absent for either or both shifts).

18.03 Pay for a Named Holiday

18.03.1 If a Statutory holiday falls on an Employee's regular day off, they shall be entitled to a day off with pay in lieu, or an extra day's pay for the same. The day off is to be arranged at the mutual convenience of the Employer and Employee.

18.03.2 If an Employee is requested to work a full or part day, on any of the above mentioned named holidays, they shall be paid their regular statutory holiday pay, plus the applicable rate in Article 17.02.

18.03.3 Part-time Employees shall be paid Statutory Holiday pay based on the "Average Daily Wage."

Average Daily Wage shall mean five (5) percent of the Employee's wages, General holiday pay, and Vacation pay in the four (4) weeks immediately preceding the General Holiday.

ARTICLE 19 - VACATIONS

19.01 All Full-time Employees shall be granted paid vacations on the following basis:

After one (1) years' service	- two (2) weeks with pay (4% per year)
After three (3) years' service	- three (3) weeks with pay (6% per year)
After six (6) years' service	- four (4) weeks with pay (8% per year)
After twelve (12) years' service	- five (5) weeks with pay (10% per year)
After twenty (20) years' service	- six (6) weeks with pay (12% per year)

Vacation accrual occurs bi-weekly at a percentage rate, which provides for the above annual vacation.

19.02 For Part-time Employees, vacation shall be allocated in accordance with this article calculated in the same manner as in 19.01, on a pro-rated basis.

19.03 For Seasonal and Casual Employees, vacation shall be allocated on a pro-rated basis based on accumulated hours of employment, paid by the Employer each pay period.

19.04 Vacation may be taken as accrued, with the approval of the Employer, at any time following the first six (6) months of employment.

19.05 Employees will take one (1) vacation period of at least one work week. The remainder may be taken according to Article 16.07.

19.06 Vacation Preference

The supervisor will, on the first work day in February, post a vacation registry in each department, upon which the Employees may indicate their vacation period preference(s). Unless informed otherwise before March 31st, the Employee's preference will be honoured except in cases where the requirements of the operation would be seriously hindered by the granting of the vacation leave. Employees who have not indicated their preference by March 31st will be granted vacation at a time determined by their Supervisor who will prioritize any disclosed preferences according to seniority.

Seniority shall be the deciding factor where there is a dispute regarding preference for the time when vacations are to be taken.

19.07 Unused accrued vacation

- (a) Employees may request in writing to carry over an additional week of vacation the following year provided they are given consent in writing by the Employer. Permission will not be unreasonably denied subject to the requirements of the operation.
- (b) Accrued vacation time that cannot be further rolled over or deferred pursuant to this section shall be automatically paid out at year end by the Town in line with the minimum amount required under the *Employment Standards Code*.
- (c) Employees, for the sake of personal wellness and their own productivity, are strongly encouraged to take their full vacation allocation annually. Any operational problems or consequences resulting from their taking entitled vacation time are the responsibility of Town Administration, not the Employees.

19.08 If an Employee is sick for three (3) days or more while taking their vacation, the sick days shall not be considered as vacation time, but shall be considered as sick time, provided the Employee produces a medical certificate.

19.09 Vacation time will not accrue for any leaves of absence in excess of two (2) pay periods from the commencement of the absence, except for absences for the purpose of illness, accident, Worker's Compensation or educational leave.

19.10 Vacation time while an Employee is absent due to illness, accident or Worker's Compensation and education leave shall not accrue after one (1) year from the commencement of the absence.

19.11 Paid holidays which fall during an Employee's vacation, shall be taken in addition to vacation either immediately prior to or after said vacation, or at another mutually agreeable time between the Employer and the Employee.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 The Employer may grant leave of absence without pay to an Employee. Requests for such leave of absence shall be in writing and shall be submitted to their supervisor in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the Employer as soon as possible. Unless otherwise mutually agreed such leave shall not exceed three (3) months and seniority shall accumulate during such leave. Employees who are granted a leave of absence of more than thirty (30) days shall inform the Employer, in writing, two (2) weeks in advance of the date the Employee will return to work.

20.02 Benefit Premiums During Leave of Absence

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 premiums before their leave of absence commences.

20.03 Where permission has been granted to a representative of the Union to leave his employment temporarily with respect to a grievance against the Employer, they shall suffer no loss of pay for the time so spent.

20.04 Request for leave of absence for Employees selected or appointed to represent the Union at conventions or other meetings shall be made in writing through the Union to the Chief Administrative Officer ten (10) working days prior to the dates of the convention or meeting. Such request for leave shall not be unreasonably denied by the Chief Administrative Officer. Such leave shall be without pay and without loss of seniority. The Town agrees to continue such Employee's regular rate of pay and benefits during such leave and will invoice the Union for the pay and benefits.

20.05 Bereavement Leave

20.05.1 An Employee shall be granted four (4) consecutive shifts without loss of pay and benefits in the case of death of a parent, step parent, guardian, wife, common law wife, husband, common law husband, brother, sister, child, grandparent, grandparent of spouse, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, aunt-in-law and uncle-in-law. The above shall pertain to same-sex partners for the purpose of this Article and common law shall be defined using the Canadian Revenue Agency definition.

20.05.2 In the event of the death of a spouse or child the Employee shall be granted an additional three (3) consecutive shifts without loss of pay.

20.05.3 Where the burial occurs outside the province the Employer may grant such additional time not to exceed two (2) additional consecutive shifts as may be necessary.

20.05.4 Bereavement Leave for all Employees - time shall normally be taken within a twelve (12) day period from the date of death, however, unusual circumstances would be considered.

20.06 Pallbearer's Leave

An Employee shall be granted leave for funerals to a combined maximum of one (1) day per year without loss of pay to attend a funeral as pallbearer, provided that such request is made at least twenty-four (24) hours in advance.

20.07 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or witness in any court with two (2) weeks written notice. The Employer shall pay such an Employee the difference between their normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals, or other expenses.

20.08 Maternity or Parental Leave

20.08.1 Employees with ninety (90) days of continuous employment with the Town of Nanton will be eligible for maternity or parental leave in accordance with the provisions of the *Alberta Employment Standards Code*.

20.08.2 Upon request a father shall be given two (2) days leave with pay for attending the delivery of the child, or for attending the release from hospital of the mother and child.

20.08.3 Two (2) days leave of absence with pay will be granted for the legal adoption of a child.

20.09 Time Off for Elections

Employees shall be allowed three (3) consecutive hours off before the closing of polls in any Federal, Provincial, or Municipal election or referendum without deduction from normal daily pay, unless other legislation is applicable.

20.10 Compassionate Care Leave

Employees with ninety (90) days of continuous employment are entitled to Compassionate Care and Family Crisis leave of twenty-seven (27) weeks. These and other legislated leaves will be requested and granted in accordance with the *Alberta Employment Standards Guidelines* as amended.

ARTICLE 21 - SICK LEAVE

21.01 Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled.

21.02 Employees will be entitled to accrue and use Sick Leave which will include illness, hospitalization, dental and/or medical appointments, which cannot be scheduled on hours other than regular hours of work, on the following basis:

- 21.02.1 Employees will accrue one and one half (1.5) shifts per month, to a maximum accumulation of sixty (60) shifts.
- 21.02.2 For the purpose of calculating sick leave for part-time Employees, the amount shall be calculated on a pro-rated basis, to a maximum of fifteen (15) shifts.
- 21.02.3 Sick days will be reduced for absence due to illness or accident, except where the illness or accident is otherwise covered by Weekly Indemnity (Short Term Disability), Long Term Disability Benefits or by Workers' Compensation coverage.
- 21.03 If proof of illness is required by the Town, the Employer may require a certificate from the Employee's attending Medical Doctor. Such requirements will not be unreasonably imposed.
- 21.04 All Employees reporting sick shall notify the Department Head or designate one (1) hour prior to the commencement of their shift, unless extenuating circumstances make this impossible.
- 21.05 All sick leaves shall be paid at the regular rate of pay.
- 21.06 An Employee who has been off of work for more than thirty (30) days shall inform the Employer at least two (2) weeks, (or such shorter period of time that may be agreed upon), in advance of the return to work date.
- 21.07 When an Employee is off work due to a disability for more than thirty (30) calendar days, and there is no established date the Employee will be able to return to work within two (2) years from the first date of disability, the Employer will post and fill the position in accordance with Article 14.03 with the following provisions:
- 21.08 In the event the Employee on disability returns to work within the period of two (2) years from the date of the posting, the Employee filling the position will be returned to their former position;
 - 21.08.1 In the event the Employee is unable to return to their position within two (2) years after the first date of disability, the Employees employment will be terminated, then the position will be posted and filled permanently in accordance with Article 14, Promotion and Staff Changes;
 - 21.08.2 Notwithstanding the foregoing, if before the expiry of two (2) years after the first date of disability it is apparent to the Employer and the Union that the Employee shall not be able to return to work for medical reasons within the two (2) years, the position shall be declared vacant and posted and filled permanently in accordance with Article 14, Promotion and Staff Changes.
Any Employee that was moved because of this arrangement shall be returned to their former position.

21.09 Family Sick Leave

If no one is available to care for the unexpected needs of a spouse, common law spouse, child, or parent, an Employee may be allowed to use a maximum four (4) shifts off with pay per calendar year from accrued sick leave to care for an ill family member. Family Sick Leave does not apply for scheduled medical appointments or procedures.

ARTICLE 22 - STAFF TRAINING AND DEVELOPMENT

22.01 Employees may request, or may be required, to attend various programs for the purpose of upgrading their skills directly related to their duties.

22.02 Application for attendance at any workshop, course, symposium, seminar or convention shall be made in writing to the Employee's Supervisor.

22.03 The request should outline the program, and must include an estimate of costs, and the number of days or hours an Employee will be absent while attending the training function.

22.04 Mandatory Attendance

The Employer may, from time to time require an Employee to attend a particular program. Here, the Employer will pay for all the receipted expenses, subject to any limitations contained in Schedule C, incurred in:

- registration fees
- public ground or air transportation
- accommodations
- private vehicle as per Schedule C
- meals, gratuities and incidental expenses

22.05 Voluntary Attendance

22.05.1 An Employee whose application for attendance in a training and development program which has been approved by the supervisor shall submit receipts for all applicable expenses, subject to any time limits established in Schedule C, incurred through:

- registration fees
- public ground or air transportation
- accommodations
- private vehicle as per Schedule C
- meals, gratuities and incidental expenses

22.05.2 Where a training program or course has a pass or fail criteria, reimbursement is conditional on the Employee securing a passing grade.

- 22.06 On request, the Municipality may advance monies to an Employee prior to attending a program.
- 22.07 An Employee requesting leave to attend a programme may be granted it with or without their regular basic pay.
- 22.08 The Employee shall be paid hourly at their regular rate of pay to a maximum of one (1) shift per day, for the hours of the course.
- 22.09 The Employee shall be paid hourly, at their regular rate of pay, to a maximum of one (1) shift per day, for time spent travelling to and from an approved course.
- 22.10 Accommodations shall be provided, for the night prior to the course, when travel time is greater than two (2) hours, and such travel would be necessary outside the Employee's regular shift.
- 22.11 Guarantee of Service
- 22.11.1 An Employee granted leave(s) of absence where the Employer has subsidized voluntary attendance at a series of courses or workshops which lead to a credential designation, shall undertake, in writing, to remain in the employ of the Employer for two (2) years after the successful completion of the designation.
- 22.11.2 Such credential designations shall include, but not be limited to, university degrees or certificates; college and technical institutes diplomas or a R.I.A., C.G.A., L.G.A. designation.
- 22.11.3 Should an Employee resign or retire from the service of the Employer before completing the two (2) years of service following such leave, the Employee will be required to repay all registration fees and expenses to the Employer, but not the time off that was granted with pay by the Employer.
- 22.11.4 Repayment will be on a pro-rata basis, calculated on the length of service at resignation or retirement, as this service bears to two (2) years.

ARTICLE 23 - BENEFITS

- 23.01 The Employer may make available group health, insurance and/or pension plans from an insurer, or insurers of their choice for the benefit of Full-time Employees and Part-time Employees working more than fifty percent (50%) of the hours of a Full-time Employee in the same classification covered by this Agreement. Should the Employer for whatever reason intend to change the plan it will do so in consultation with the Union.

- 23.02 When enrolment and other requirements for group participation in various plans have been met, the Employer will sponsor such plans to the portion as determined and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.
- 23.03 Participation in group benefits is as follows:
- Per attached Schedule "B" - Benefits.
- 23.04 Payments towards any benefit plans by the Employer permits them to retain premium rebates from any of the insurers and from those from the Canada Employment and Immigration Commission.
- 23.05 Enrolment in the various benefit plans is a condition of employment.
- 23.06 Benefits contained in this Article, and elsewhere throughout this Agreement, accumulate and are retained as per the Seniority Provisions.
- 23.07 Employees on an approved Leave of Absence as per Article 20.01 shall be responsible for one hundred percent (100%) of premiums for the duration of the Leave of Absence.
- 23.08 Employees that are on approved sick/disability under Article 21.01, once expired, shall be responsible for their portion of any benefit premium. When an Employee is on Long Term Disability the Employee may continue benefits by pre-paying for one hundred percent (100%) of benefits cost as they apply under Long Term Disability coverage.

Pension benefit will be paid to Employees when using accrued sick leave and shall cease under short term or long term disability. The Employee may continue to make Employee contributions to the plan.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

- 24.01 Employees' wages shall be paid in accordance with Schedule "A" attached hereto and forming part of this Agreement.
- 24.02 Part-time, Seasonal and Casual Employees shall receive the wage rates, conditions of employment and prerequisites specified in this Agreement on a pro-rated basis according to their hours worked, unless otherwise specified.
- 24.03 There shall be no pyramiding or substitution of any benefits, salary or wages unless such pyramiding or substitution is specifically permitted.
- 24.04 Wage recognition may be granted for work experience satisfactory to the Employer, including experience in the private sector, providing not more than two (2) years have elapsed since such experience was obtained.
- 24.05 All Employees shall be paid by noon of every second Friday. If a holiday falls on a Friday, the Employees shall be paid in the afternoon of the previous working day.

It is understood that pay will be for all time worked on submitted time sheets up to and including the Saturday prior to pay day.

24.06 On Call

- 24.06.1 Should an Employee be required to be On Call, it shall be on a rotational basis for not more than seven (7) days. An Employee on this period of On Call outside of normal working hours, shall be paid an On Call Fee specified in Schedule A.
- 24.06.2 It is recognized that the provisions of Article 17 shall be applied should any of the Employees On-call be called in to work within the On-call period, not including normal hours of work.
- 24.06.3 Employees who fail to respond to the emergency phone or an incident as per Article 3.08 while On-Call, unless circumstances prove to be beyond their control, forfeit the portion of On-Call compensation for the day they fail to respond to the call.

24.07 Clothing Supplied

- 24.07.1 Gloves will be supplied to all Employees as required.
- 24.07.2 Full-time & Part-time Employees shall receive two (2) pair of coveralls and Temporary/Seasonal Employees shall receive one (1) pair of coveralls which shall remain the property of the Employer, and which will be replaced as required upon presentation of the worn-out pair. Employees shall be responsible for any undue damage of the same. Reasonable substitution of equal value will be considered by the Employer upon request by the Employee.
- 24.07.3 All Employees who have completed their probationary period and due to the motive of their work are required to wear safety footwear, shall receive an allowance to a maximum of one hundred and fifty dollars (\$150.00) for the cost of CSA approved safety footwear annually. This allowance may be carried over for a period of one (1) year to a total of three hundred dollars (\$300.00).

This allowance shall be paid upon receipt of a proof of purchase.
- 24.07.4 The Employer will provide one hundred dollars (\$100) annually to pool Employees who complete two hundred (200) hours of work in the employment season to assist in the purchase of swim suits.

ARTICLE 25 - SAFETY AND HEALTH

- 25.01 The Employer acknowledges its responsibility to observe all reasonable precautions for the safety, The promotion and maintenance of the highest degree of physical, psychological and social well-being of workers, to prevent work site incidents, injuries, illnesses and diseases, the protection of workers from factors and conditions adverse to their health and safety, to ensure that all workers have the right to be informed of work site hazards and the means to eliminate or control those hazard the right to meaningful participation in health and safety activities pertaining to their work and work site, including the ability to express health and safety concerns, the right to refuse dangerous work, and the ability to work without being subject to discriminatory action for exercising a right or fulfilling a duty imposed by this Act, the regulations or the OHS code.
- 25.02 The Union acknowledges its responsibility and that of its members to actively participate in the Employer's Health and Safety Program, maintaining safe work practices and conditions.
- 25.03 The Employer will make every effort to ensure that Employees are not required to work under hazardous conditions. Complaints in this regard will be brought to the attention of the Employee's immediate supervisor who will take appropriate action. If the Employee is not satisfied with the actions of the supervisor, they will have the opportunity to proceed through the grievance process, or provincial processes.
- 25.04 The Employer will supply protective clothing and equipment as required under the *Alberta Occupational Health and Safety Act*.

ARTICLE 26 - GENERAL

- 26.01 Term Days being used in this Agreement shall include Saturdays, Sundays and Holidays.

ARTICLE 27 - NOTICE BOARDS AND MEETINGS

- 27.01 Notice boards are for the purpose of posting notices relating to the business of the Employer or the Union.
- 27.02 Except for Union notices, all other notices which are to be posted on any Municipal property must be approved and signed by the Chief Administrative Officer prior to posting.
- 27.03 Notices of a private, club, or activity nature may be posted by an Employee, on application and approval as heretofore mentioned.
- 27.04 Meetings of Employees on Municipal property for other than that business authorized by the Chief Administrative Officer are not permitted.

27.05 Meetings of the Union may occur on Municipal property provided two weeks advance notice is given to the CAO. The notice shall include the date, the time and the preferred location.

ARTICLE 28 - NOTICES

28.01 Each Employee shall keep the Town informed of their current address, telephone number and e-mail, (if applicable).

28.02 All communications between the parties, unless otherwise specified, shall be addressed to:

28.02.1 The President or Secretary of CUPE, Local 37, and a shop steward for the Town of Nanton.

28.02.2 The Chief Administrative Officer or their designate;

28.02.3 The CUPE National Representative.

ARTICLE 29 - CONTRACTING OUT

29.01 All current Employees working for the Town of Nanton will not lose their jobs or suffer a reduction in wages due to contracting out during the life of this Agreement.

ARTICLE 30 - LOSS OF LICENSE

30.01 Employees who are required to maintain a valid Province of Alberta Operators License for the purpose of their work with the Employer may be terminated from their employment in the event of the loss of Operator's License in excess of twenty-four (24) hour suspension.

In the event of such Loss of Operator's License, the affected Employee may be offered the first available position to which they are qualified.

ARTICLE 31 - TERM OF AGREEMENT

31.01 This Agreement takes effect from January 1, 2024 until December 31, 2026 and shall continue from year to year thereafter unless notification of desire to amend or terminate be given by either party.

31.02 Such notice shall be given in writing not less than sixty (60) or more than one hundred and twenty (120) days prior to the expiry date of this Agreement.

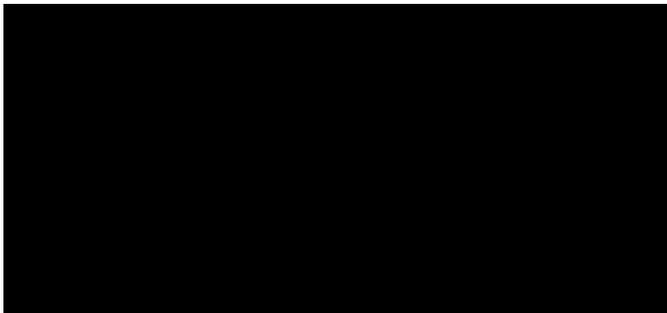
At the first meeting between the parties following notice, both parties shall give particulars of all amendments they seek.

31.03 If neither party submits notice as per Clause 2, this Agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given within the aforementioned sixty (60) to one hundred and twenty (120) days in a subsequent year.

31.04 The wording and figures contained in the Articles and Schedules of this Agreement shall not be changed by either party, except through mutual agreement.

No provision of this Agreement shall be retroactive unless specifically provided.

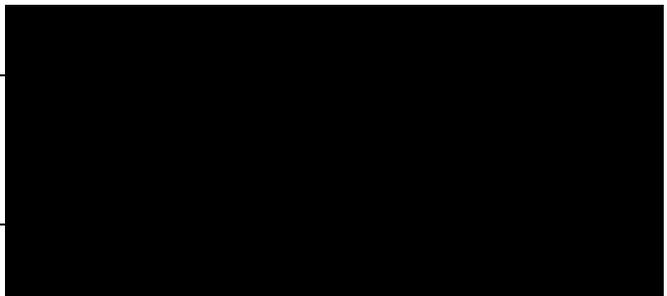
**Signed on Behalf of
The Town of Nanton**



March 22, 2024

Date

**Signed on Behalf of the Canadian
Union of Public Employees, Local 37**



April 8, 2024

Date

SCHEDULE "A" - WAGES

CLASSIFICATION	January 1, 2024 4%	January 1, 2025 3%	January 1, 2026 3%
Administrative Support	\$27.73	\$28.56	\$29.41
Assistant Utility Operator	\$31.30	\$32.24	\$33.21
Casual Administrative Support	\$25.00	\$25.75	\$26.52
Casual/Seasonal Labourer	\$20.26	\$20.87	\$21.49
Casual/Seasonal Student	\$18.06	\$18.61	\$19.16
Community Peace Officer	\$43.68	\$44.99	\$46.34
Finance Assistant	\$31.01	\$31.94	\$32.90
Labourer	\$23.44	\$24.14	\$24.87
Lead Hand – Facilities & Parks	\$32.08	\$33.05	\$34.04
Lead Hand – Public Works	\$32.08	\$33.05	\$34.04
Lifeguard - Junior	\$18.06	\$18.61	\$19.16
Lifeguard - Senior	\$19.72	\$20.31	\$20.92
Planning & Development Officer	\$39.98	\$41.18	\$42.41
Pool Supervisor	\$27.04	\$27.85	\$28.69
Public Works Operator 1	\$28.12	\$28.97	\$29.83
Public Works Operator 2	\$29.80	\$30.69	\$31.61
Recreation Operator 1	\$28.12	\$28.97	\$29.83
Recreation Operator 2	\$29.80	\$30.69	\$31.61
Supervisor - Recreation Facilities	\$35.67	\$36.74	\$37.84
Utilities Foreman	\$39.98	\$41.18	\$42.41
Utility Operator I	\$33.13	\$34.13	\$35.15
Utility Operator II	\$35.68	\$36.75	\$37.86
<i>*On-Call Adjustment</i>	\$2.30	\$2.37	\$2.44

TICKET RATES

NAME	APPLIES TO	CONDITIONS FOR TICKET RATES	SUPPLEMENTAL TICKET RATES
Payroll Compliance Practitioner	Finance Assistant; Administrative Support	Completion; good standing	\$1.25 when achieved and maintained
Certified Municipal Clerk	Administrative Support; Planning and Development Officer	Completion; good standing	\$1.25 when achieved and maintained
Public Works Supervisor	Supervisor; Lead Hand; Foreman; Administrative Support;	Completion; good standing	\$0.75 (Level 1); \$1.50 (Level 2); \$2.00 (Level 3)
Waste Water Treatment III	Utility Operator II	Completion; good standing	\$2.00 per hour when achieved and maintained
Waste Water Collection I (WWC1)	Lead Hand Public Works; Public Works Operators	Completion; good standing	\$1.00 per hour when achieved and maintained
Water Distribution I (WD1)	Lead Hand Public Works; Public Works Operators	Completion; good standing	\$1.00 per hour when achieved and maintained
Municipal Supervisor in Health and Safety (OHS1)	Supervisor; Lead Hand; Foreman	Completion; good standing	\$1.00 per hour when achieved and maintained
Occupational Health and Safety or any AMHSA Certification Program (OHS2)	All union classifications	Completion and appointed as Safety Administration to HSAC	\$1.25 per hour for hours approved in Safety Administration
Incident Command System Level 400	All union classifications	Completion and appointed as DEM or Deputy DEM	\$1.25 per hour for hours approved in Emergency Management
Recreation Facility Master Operator	All full-time Recreation classifications	Completion; good standing	\$0.75 per hour when achieved.
Recreation Facility Management	All full-time Recreation classifications	Completion; good standing	\$1.25 per hour when achieved.
National Lifeguard Instructor	Recreation Pool Supervisor; Lifeguard Senior; Recreation Facilities Supervisor	Completion; good standing	\$0.50 per hour when achieved and maintained.

Ticket rates are agreed with CUPE for certifications that are not requirements of Employee job descriptions but are considered desirable for workforce succession, cross-training and overall capacity within the organization. They are not tied to negotiated general wage increases or related adjustments.

The Town is responsible for the cost of training if approved by management.

Training approval will generally be based upon identification and recommendation within the Employee appraisal/ evaluation process.

Notes: WD1 and WWC1 are applicable to Public Works staff only for the purpose of supporting more qualified Utility Operators in the field.

OHS1 and OHS2 are intended to incentivise supervisory and safety administration roles differently.

SCHEDULE “B”

Employee Benefits

BENEFIT	EMPLOYEE CONTRIBUTION	EMPLOYER CONTRIBUTION
Group Life	0%	100%
Dependent Life	0%	100%
AD & D	0%	100%
Critical Illness	0%	100%
Long Term Disability	100%	0%
Extended Health Care	0%	100%
Dental Care	0%	100%
Employee Assistance Program	0%	100%
Pension Plan ‘A’ <i>Manulife</i>	3.0% Regular Annual Salary	8.5% Regular Annual Salary
Pension Plan ‘B’ <i>Local Authority Pension Plan (LAPP)</i>	<i>see below</i>	<i>see below</i>

Pension Plan ‘A’ is only available to existing Employees who worked for the Town before February 1st, 2024 and voluntarily declined Pension Plan ‘B’.

Pension Plan ‘B’ is mandatory for all new full or part-time Employees as per the Town’s Pension Policy. Employee and Employer contributions for Pension Plan ‘B’ are determined by LAPP.

The above benefit contribution schedule will take effect one month after ratification.

Personal Health / Wellness Spending Account

The Employer will establish for each regular full-time and regular part-time Employees who are on the payroll of the Employer as at the first working day of the calendar year, a Personal Health Spending Account in the amount of nine hundred and fifty dollars (\$950) annually, subject to the terms and conditions of the benefit provider.

Contributions to the personal Health Spending Account will be pro-rated for regular full-time and regular part-time Employees who occupy a position less than one full-time equivalent (1.0 FTE) covered by this Agreement who are on the payroll of the Employer as at the first working day of each calendar year.

The unused balance is carried forward to the next plan year up to nineteen hundred dollars (\$1900.00). Regular Full-time and Regular Part-time Employees leaving the employ of the Employer for any reason will automatically forfeit any unused balance.

Personal Health Spending account will be administered by the Employer’s Benefit provider.

SCHEDULE “C”

ALLOWANCES

Mileage

Mileage will be paid at the same rate as that granted to Provincial Employees and will be changed effective the same date as a change to the Provincial rate occurs.

Unreceipted meals & Incidental expenses

\$15.00 per day

Recertification Fees

Reimbursed at cost to all Employees who require certification as a condition of employment to meet job descriptions. The Employer shall pay for any Employee needing to recertify for skills needed by the Town in the course of their employment this would include but not be limited to utility operations, pesticide application, WHIMIS, and ice plant operations. Should the Employee be unsuccessful in passing any course, further costs to obtain required certifications will be at the Employee's expense.

LETTER OF UNDERSTANDING
between
The Town of Nanton
and
Canadian Union of Public Employees,
Local 37

Re: Educational Incentives

The Town of Nanton and the Union agree that it is important for the Employer to have Employees who perform additional tasks and build overall capacity in priority skillsets among a small workforce where succession planning and cross-training important.

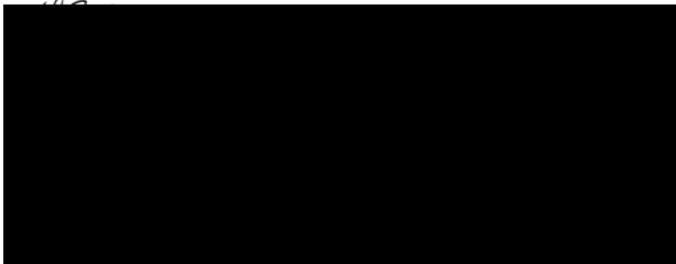
The CAO shall approve any educational courses that may enhance the operations of the municipality going forward, which Employees may take said educational / training and which programs shall be eligible for incentive negotiation. These will be added to a Master List.

Compensation for approved additional education that is not referenced or mandated within an Employee's job description, "ticket rate", will be subject to incentive negotiation between the Employer and the Union. Retroactive ticket rates for certifications or programs already achieved by Employees, particularly those referenced within job descriptions, will not generally be considered for negotiation.

The Employee shall be paid their regular hourly wage for all time spent taking these courses. The Employer shall be responsible for the cost of any courses.

The master list of courses will be available to all Employee and the Union. The Employees may access the list by request to their immediate supervisor.

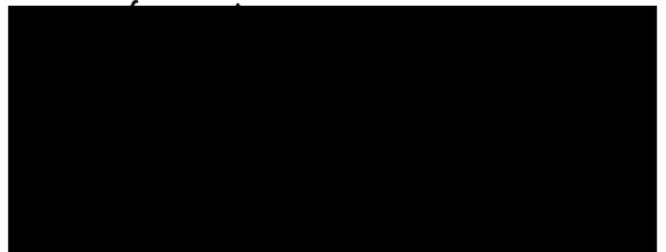
**Signed on Behalf of
The Town of Nanton**



March 22, 2024

Date

**Signed on Behalf of the Canadian Union
of Public Employees, Local 37**



April 8, 2024

Date

LETTER OF UNDERSTANDING
between
The Town of Nanton
and
Canadian Union of Public Employees,
Local 37

**Re: Section 24.07.2 of the Current Collective Agreement as it pertains to Operations
Department Staff**

CUPE Local 37 and the Town of Nanton agree that the following terms and conditions shall be applicable to Section 24.07.2 of the current Collective Agreement as it pertains to Operations Department staff.

Nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the provisions of the Collective Bargaining Agreement except as specified.

The parties further agree that the terms of this Agreement may be changed at any time by mutual agreement of both parties.

This Letter of Understanding became effective on February 15, 2024, and will remain in force and in effect until the expiry of this Collective Agreement.

This Agreement is agreed to under the following terms and conditions:

- 1) Cost or frequency is not outlined in the Agreement – replacement is based on wear.
- 2) High visibility substitutes to coveralls may be challenging to source in some cases.
- 3) Premium brand names should be avoided unless the product is hi-visibility work clothing.
- 4) The Operations Department should maintain and review a list of suitable product types to choose from, particularly for coverall substitutes.
- 5) The purchase ceiling is set at two hundred dollars (\$200) per pair purchased per annum upon presentation of the worn-out garment. Exceptions will be considered at the discretion of the Manager of Operations.
- 6) High visibility clothing is preferred for safety policy and plan compliance as well as the garments being unambiguous work clothes. Every effort should be made to source clothing with hi-visibility attributes before going another route, particularly if substituting for coveralls.



Assistant Utility Operator

Created: April 27, 2021

Classification: Assistant Utility Operator

Reports to: Operations Manager

POSITION SUMMARY: Under the supervision of the Operations Manager and working with other utilities staff, the Assistant Utility Operator, is responsible for the daily operation and maintenance functions of the water, wastewater, and storm systems of the Town of Nanton including but not limited to; collection, distribution, treatment plants, raw water collection and storage. Weekend hours and 24/7 on-call is required for water and sewer testing along with call outs on a rotational basis. This is an entry level position with a progressive increase in duties, responsibilities, and assignments.

Level 1 certification in all 4 disciplines (Water distribution & treatment and Wastewater collection & treatment) is expected within 18 months of starting in this position. Once complete, the operator will be qualified to move into a Level 1 operator position. Certified courses are then to be completed as they can be according to Alberta Environment and Parks and as the AWWOA allows. Work towards Level 2 certifications is permissible in discussion with the Operations Manager however, these qualifications will not automatically qualify the operator for a Level 2 operator position with the Town of Nanton.

The following is a listing of work requirements but is not all inclusive:

1. Operating and Monitoring and Testing
 - Controls operating procedures and process for the water and wastewater treatment plants and systems.
 - Ensures water and wastewater quality standards required by Alberta Environment and other authorities are met by sampling, analyzing, recording, and making required adjustments daily.
 - Performs work within Alberta Occupational Health and Safety standards
2. Maintenance Repairs
 - Maintains and repairs all operating and production equipment for the utility systems with the accent of preventative maintenance.
 - Reports all maintenance and repair problems to supervisor.
 - Maintains the buildings and grounds of all areas associated with the utilities system.
3. Reporting
 - AEP and AHS contravention reporting as it applies to the water and wastewater services.
 - All reports, test results and records required by the Town of Nanton, Provincial and Federal agencies requiring it.
4. Other
 - Assistance in or with other departments as assigned by the Operations Manager.
 - Performs other related duties as required.
 - Participates in all other training included but not limited to safety, emergency management and others as dictated by management.

- Water meter reading, including automated and/or manual reads, installation, repairs, and checks of water meters.
- Installation, repairs or monitoring repairs of water and sewer lines as required including flushing, testing and delivery of samples to where required.
- Flushing and camera inspections of systems
- Installation of water meters

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Mechanical aptitude an asset; must have the ability to detect problems and to repair and maintain mechanical equipment with an emphasis on preventive maintenance.
- Proactive commitment to learning and keeping current in the knowledge and legal requirements dealing with the best practices, industry standards and laws in all aspects of water and wastewater as it does and could apply in the future.
- Good mathematical, analytical, and problem-solving skills as required.
- Knowledge of safety rules and safe equipment operations.
- Must have the ability to carry out oral and written instructions from supervisor.
- Effective interpersonal skills in dealing with the public, peers, and council. Maintain a positive and supportive approach.
- Ability to foster and maintain a positive team environment, share work experience, knowledge and support, train and develop other staff as needed.
- Ability to handle multiple priorities effectively and meet deadlines.
- Must be conscientious and willing to use initiative in performing duties beyond those specifically assigned.
- Always maintain confidentiality.
- Must re-certify or continue certification as required.

MINIMUM QUALIFICATIONS

- Minimum grade 12 high school education or equivalent
- Valid Alberta Class 3 Drivers License
- Must be computer literate, with working knowledge of Microsoft Word and Excel
- Experience in a municipal setting is desirable.
- Fluent in the English language both written and verbal.
- Physically fit to meet the needs of lifting, repetitive valve turning, handling of bulk chemicals and hoses and other related duties.

OTHER: The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the scope of responsibility and the level of knowledge and skill typically required. It should not be considered a complete listing of work requirements. Individuals may be required to perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

DECLARATION: As the present incumbent of this position, I hereby certify that I have read the description, and that I accept it as being a true representation of the typical duties and level of responsibilities assigned to the position of Assistant Utility Operator.



Bylaw/Municipal Enforcement Officer

Classification	Bylaw/Municipal Enforcement Officer		
Manager's Job Title	CAO or designate Department Head		
Department	Protective Services	Date Created	November 24 th 2021

Job Summary

Under the direction of the Chief Administrative Officer or designate Department Head, the Bylaw/Municipal Enforcement Officer is responsible for enforcing the bylaws of the Town. The major areas of bylaws enforcement include but are not limited to: unsightly premises, snow removal, animal control, business regulation bylaw, community standards and traffic.

Competencies

- Creative and Innovative Thinking – Ability to see programs or problems in a new way, ability to devise new ways to carry out tasks, solve problems, and meet challenges
- Development and Continual Learning - further expanding personal skill set in response to a changing environment and new developments
- Problem Solving – Able to break down a situation into smaller pieces to identify key analytical methods to come to a realistic conclusion.
- Mediating and negotiating – able to intervene in, or approach, a dispute in a manner to diffuse or resolve it or engage in discussion aimed at reaching an agreement
- Coaching and Mentoring – Able to coach and mentor employees as well as the public and community groups to help instill public safety and compliance with laws and bylaws
- Communication – Able to communicate effectively and respectfully to public and co-workers.
- Accountability and Dependability – Takes ownership of personal workload and can be relied upon to complete tasks by stated deadlines
- Decision Making and Judgement – Makes concrete, well-informed and thought-out decisions that support the overall organization. Has the ability to make quick, effective decisions
- Ethics and Integrity – Honest and showing consistent and uncompromising adherence to high moral standards and confidentiality.
- Enforcing Laws, Rules and Regulations – able to act in an organized and consistent unbiased manner to enforce the laws, rules, and regulations through discovery, deterring, rehabilitating, or, if necessary, punishing.
- Time Management Skills – Exercise conscious control of time spent on work activities such that time is used effectively and efficiently to complete priority tasks
- Teamwork – Works cooperatively and effectively with others to reach a common goal. Participates actively in group activities fostering a team environment
- Organization – Able to create or maintain processes to ensure all relevant information or tools are easily accessible

- Professionalism – Demonstrate professional standards of conduct when interacting with public and co-workers

Job Duties

- Administration of all bylaw enforcement documents, data input and report writing,
- Responsible to assist in the development of bylaw enforcement strategies, plans, and municipal policies,
- Responsible to develop and review new or updated municipal bylaws,
- Perform professional and thorough investigation of public complaints related to bylaw infractions in a timely manner,
- Seeks out information on bylaw infractions,
- Coordinate enforcement initiatives and actions for a variety of bylaws using multiple authorities and agencies (ie. Alberta Health Services, Fire Department, RCMP, M.D. of Willow Creek, etc.),
- Appear in court as required,
- To actively patrol the community with attention to the requirements and needs of individual bylaws (i.e.. Traffic, Community and Animal Control, etc.),
- Maintain statistics and provide periodic reports, as directed by the immediate supervisor and/or the Chief Administrative Officer,
- Networking and communicating with other enforcement agencies,
- Maintaining a clean vehicle and drive respectfully within the law,
- Maintaining daily work notes/log,
- Coordinate and participate in community safety initiatives (i.e.. Risk Reduction),
- Prepare prosecution files with the necessary backup documentation for Court as required,
- Act as a liaison with other law enforcement and government agencies,
- Act as a liaison with politicians, administration and the general public,
- Coordination and assurance of completion of any training and/or upgrading requirements,
- Conduct investigation of occurrences and complaints,
- Prepare prosecution files with the necessary backup documentation for Court as required.
- Ensure timely maintenance of vehicle(s) and equipment used by the department,
- Take and maintain job specific training,
- Operate within the safe parameters of public interaction (i.e. maintain safe distance from individuals, never entering a private building without backup, etc.),
- Maintain communication with fellow employees regarding whereabouts or daily work plans, assists with general reception of clients with questions regarding bylaw enforcement,
- Maintain good relations with all ratepayers, businesses and other government agencies, etc.,
- Provides excellent customer service to all clients,
- Assists in preparation of the annual departmental operating budget,
- Physically able to meet required tasks such as carrying animals, removing signs etc.,
- Able to work in stressful conditions including dealing with unpleasant people, difficult issues, attending court processes, citing for violations etc.,
- Knowledge of and ability to interpret municipal bylaws,
- An understanding of enforcement, up to preparing for and attending court processes,
- Excellent written and oral communication skills including public speaking,
- Acting as secretary, resource and advisory capacity to the Emergency Advisory Committee and local Emergency Management Agency,
- Strong interpersonal skills with the public and team members,
- Able to constructively deal with highly emotional, conflict situations,

- Dispute resolutions, mediation, and diplomatic skills,
- Other related duties as assigned.

Job Requirements

- Grade 12 diploma,
- Valid Class 5 driver's license,
- Completion of a two (2) year post-secondary diploma relating to law enforcement or equivalent education and experience in the enforcement field an asset,
- Completion of education and experience in conflict resolution an asset,
- Completion of Incident Command System (ICS) training up to 300 level an asset,
- Valid Standard First Aid, CPR and Workplace Hazardous Materials Information System (WHMIS),
- Clean criminal record check,
- Competent with computers including experience with computer programs such as Excel, Word, etc.,
- Full mobility, good physical fitness and good vision with no colour blindness,
- Able to work under stress due to frequency of complaints, deal with irate residents and handle politically sensitive issues,
- Knowledge of and ability to interpret municipal bylaws,
- An understanding and execution of municipal bylaw enforcement, up to preparing for and attending court processes,
- Ability to work flexible hours, including evenings and weekends and in all weather conditions, including emergency situations, and be available for immediate callout within the Town of Nanton,
- Able to safely and properly operate an enforcement vehicle and all related enforcement equipment,
- Strong interpersonal skills with the public and team members,
- Able to constructively deal with highly emotional, conflict situations,
- Dispute resolutions, mediation and diplomatic skills,
- A high degree of personal initiative with good planning and organizational skills covering a wide variety of functions,
- Ability to foster and maintain a positive team environment, share work expertise and knowledge and support, train and develop other staff as needed,
- Effective interpersonal skills in dealing with other staff members, public, businesses, Council and officials in other organizations under all types of conditions. Maintain a positive and supportive approach,
- Must work well with the public in person, telephone or email etc.,
- Ability to handle multiple priorities effectively and meet deadlines,
- Attention to detail, good communication skills, ability to work without close supervision,
- Always wear appropriate personal protective gear, as well as uniform or clothing to clearly identify yourself as a Bylaw/Municipal Enforcement Officer,
- Maintain confidentiality of residents, enforcement files and Town office affairs at all times.
- Able to work in stressful conditions including dealing with unpleasant people, difficult issues, attending court processes, citing for violations etc.,
- Excellent written and oral communication skills including public speaking,
- Physically able to meet required tasks such as carrying animals, removing signs etc.

Work Conditions

- Exposure to hazards associated with bylaw enforcement and work outdoors
- Interaction with other employees and the public at large

- Interacting with domestic animals
- Operation of desktop computer and peripheral equipment
- Wearing a uniform and personal protective equipment (i.e. bullet-proof vest)
- Occasional overtime and varying work hours
- Occasional travel
- Lifting, moving, or manipulating objects up to 50 lbs.
- High noise levels.

OTHER: The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the scope of responsibility, and the level of knowledge and skill typically required. It should **not** be considered a complete listing of work requirements. Individuals may be required to perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

DECLARATION: As the present incumbent of this position, I hereby certify that I have read this description, and that I accept it as being a true representation of the typical duties and level of responsibilities assigned to the position of Bylaw/Municipal Enforcement Officer.

DATE

SIGNATURE



Community Peace Officer (CPO Level 1)

Classification	Community Peace Officer Level 1	Hours	40 per week
Manager's Job Title	CAO or designate Department Head		
Department	Protective Services	Date Created	April 25, 2022

Job Summary

Under the direction of the Chief Administrative Officer or designate Department Head, the Community Peace Officer is responsible for enforcing Provincial laws and Municipal Bylaws. The predominant duties of the position focus on provincial traffic regulation compliance and enforcement in partnership with the local RCMP. The major areas of bylaws enforcement include but are not limited to: unsightly premises, snow removal, animal control, business regulation bylaw, community standards and traffic.

Competencies

- Creative and Innovative Thinking – Ability to see programs or problems in a new way, ability to devise new ways to carry out tasks, solve problems, and meet challenges
- Development and Continual Learning - further expanding personal skill set in response to a changing environment and new developments
- Problem Solving – Able to break down a situation into smaller pieces to identify key analytical methods to come to a realistic conclusion.
- Mediating and negotiating – able to intervene in, or approach, a dispute in a manner to diffuse or resolve it or engage in discussion aimed at reaching an agreement
- Coaching and Mentoring – Able to coach and mentor employees as well as the public and community groups to help instill public safety and compliance with laws and bylaws
- Communication – Able to communicate effectively and respectfully to public and co-workers.
- Accountability and Dependability – Takes ownership of personal workload and can be relied upon to complete tasks by stated deadlines
- Decision Making and Judgement – Makes concrete, well-informed and thought-out decisions that support the overall organization. Has the ability to make quick, effective decisions
- Ethics and Integrity – Honest and showing consistent and uncompromising adherence to high moral standards and confidentiality.
- Enforcing Laws, Rules and Regulations – able to act in an organized and consistent unbiased manner to enforce the laws, rules, and regulations through discovery, deterring, rehabilitating, or, if necessary, punishing.
- Time Management Skills – Exercise conscious control of time spent on work activities such that time is used effectively and efficiently to complete priority tasks
- Teamwork – Works cooperatively and effectively with others to reach a common goal. Participates actively in group activities fostering a team environment
- Organization – Able to create or maintain processes to ensure all relevant information or tools are easily accessible

- Professionalism – Demonstrate professional standards of conduct when interacting with public and co-workers

Job Duties

- Administration of all enforcement documents, data input and report writing,
- Responsible to assist in the development of enforcement strategies, plans, and municipal policies,
- Responsible to develop and review new or updated municipal bylaws,
- Perform professional and thorough investigation of public complaints related to bylaw infractions in a timely manner,
- Seeks out information on bylaw infractions,
- Coordinate enforcement initiatives using multiple authorities and agencies (ie. Alberta Health Services, Fire Department, RCMP, M.D. of Willow Creek, etc.),
- Appear in court as required,
- To actively patrol the community with attention to the requirements and needs of individual bylaws (i.e.. Traffic, Community and Animal Control, etc.),
- Maintain statistics and provide periodic reports, as directed by the immediate supervisor and/or the Chief Administrative Officer,
- Networking and communicating with other enforcement agencies,
- Maintaining a clean vehicle and drive respectfully within the law,
- Maintaining daily work notes/log,
- Coordinate and participate in community safety initiatives (i.e.. Risk Reduction),
- Act as a liaison with other law enforcement and government agencies,
- Act as a liaison with politicians, administration and the general public,
- Coordination and assurance of completion of any training and/or upgrading requirements,
- Conduct investigation of occurrences and complaints,
- Prepare prosecution files with the necessary backup documentation for Court as required.
- Ensure timely maintenance of vehicle(s) and equipment used by the department,
- Take and maintain job specific training,
- Operate within the safe parameters of public interaction (i.e. maintain safe distance from individuals, never entering a private building without backup, etc.),
- Maintain communication with fellow employees regarding whereabouts or daily work plans, assists with general reception of clients with questions regarding bylaw enforcement,
- Maintain good relations with all ratepayers, businesses and other government agencies, etc.,
- Provides excellent customer service to all clients,
- Assists in preparation of the annual departmental operating budget,
- Physically able to meet required tasks such as carrying animals, removing signs etc.,
- Able to work in stressful conditions including dealing with unpleasant people, difficult issues, attending court processes, citing for violations etc.,
- Knowledge of and ability to interpret municipal bylaws,
- An understanding of enforcement, up to preparing for and attending court processes,
- Excellent written and oral communication skills including public speaking,
- Acting as secretary, resource and advisory capacity to the Emergency Advisory Committee and local Emergency Management Agency,
- Strong interpersonal skills with the public and team members,
- Able to constructively deal with highly emotional, conflict situations,
- Dispute resolutions, mediation, and diplomatic skills,

- Other related duties as assigned.

Job Requirements

- Grade 12 diploma,
- 18 years old,
- No criminal record or outstanding criminal charges
- Successful completion of required training,
- Successful completion of physical ability test
- Valid Class 5 driver's licence,
- Able to be granted status as a Peace Officer in Alberta,
- Completion of a two (2) year post-secondary diploma relating to law enforcement or equivalent education and experience in the enforcement field an asset,
- Completion of education and experience in conflict resolution an asset,
- Completion of Incident Command System (ICS) training up to 300 level an asset,
- Valid Standard First Aid, CPR and Workplace Hazardous Materials Information System (WHMIS),
- Competent with computers including experience with computer programs such as Excel, Word, etc.,
- Full mobility, good physical fitness, and good vision with no colour blindness,
- Able to work under stress due to frequency of complaints, deal with irate residents and handle politically sensitive issues,
- Knowledge of and ability to interpret municipal bylaws,
- An understanding and execution of municipal bylaw enforcement, up to preparing for and attending court processes,
- Ability to work flexible hours, including evenings and weekends and in all weather conditions, including emergency situations, and be available for immediate callout within the Town of Nanton,
- Able to safely and properly operate an enforcement vehicle and all related enforcement equipment,
- Strong interpersonal skills with the public and team members,
- Able to constructively deal with highly emotional, conflict situations,
- Dispute resolutions, mediation, and diplomatic skills,
- A high degree of personal initiative with good planning and organizational skills covering a wide variety of functions,
- Ability to foster and maintain a positive team environment, share work expertise and knowledge and support, train and develop other staff as needed,
- Effective interpersonal skills in dealing with other staff members, public, businesses, Council and officials in other organizations under all types of conditions. Maintain a positive and supportive approach,
- Must work well with the public in person, telephone or email etc.,
- Ability to handle multiple priorities effectively and meet deadlines,
- Attention to detail, good communication skills, ability to work without close supervision,
- Always wear appropriate personal protective gear, as well as uniform or clothing to clearly identify yourself as a Community Peace Officer,
- Maintain confidentiality of residents, enforcement files and Town office affairs at all times.
- Able to work in stressful conditions including dealing with unpleasant people, difficult issues, attending court processes, citing for violations etc.,
- Excellent written and oral communication skills including public speaking,
- Physically able to meet required tasks such as carrying animals, removing signs etc.

Work Conditions

- Exposure to hazards associated with enforcement and work outdoors
- Interaction with other employees and the public at large
- Interacting with domestic animals
- Operation of desktop computer and peripheral equipment
- Wearing a uniform and personal protective equipment (i.e. bullet-proof vest)
- Occasional overtime and varying work hours, including nights and weekends
- Occasional travel
- Lifting, moving, or manipulating objects up to 50 lbs.
- High noise levels.

OTHER: The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the scope of responsibility, and the level of knowledge and skill typically required. It should **not** be considered a complete listing of work requirements. Individuals may be required to perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

DECLARATION: As the present incumbent of this position, I hereby certify that I have read this description, and that I accept it as being a true representation of the typical duties and level of responsibilities assigned to the position of Community Peace Officer Level 1.

DATE

SIGNATURE



Classification: LABOURER

POSITION TITLE: Public Works Labourer

REPORTS TO: Manager of Operations or designate

POSITION SUMMARY: The Public Works Labourer under the supervision of the Manager of Operations or designate performs a wide scope of duties including assisting with the maintenance and of infrastructure and equipment; cemetery up keep; snow removal; street sweeping. This is an entry level position in the Operations Department that is intended to lead to eventual advancement to the Public Works Operator classifications. The following is not an all-inclusive listing of work requirements:

- 1. Public area maintenance and cemetery**
 - General basic maintenance
 - Removing garbage
 - Cleaning toilets
 - Grave digging services as required
- 2. Water & Sewer Services**
 - Assist in duties as directed by the supervising certified Operators in the areas of Water Distribution and Wastewater Collection.
- 3. Roads**
 - Assist with road and sidewalk maintenance and repair
 - Maintain public signage for the town
 - Assist with snow removal and sanding of roads in winter
 - Street marking
- 4. Parks and Recreation**
 - Assist in duties as directed by the supervising staff in Parks and Recreation in and around public spaces (grass, amenity infrastructure, water, weed control, landscaping).
- 5. General Maintenance**
 - Assist in the repair and maintenance of the town's and buildings
 - General cleaning and maintenance of Town Shop
 - Assist in ongoing maintenance and repair of Town equipment and machines by cleaning and basic servicing as directed.
- 6. Other duties as assigned.**

**REQUIRED KNOWLEDGE
SKILLS AND ABILITIES:**

- Some knowledge of equipment maintenance and repair
- Knowledge of safety rules and safe equipment operation
- Must have the ability to learn new procedures, and the willingness to take orders from supervisor
- Must have the ability to carry out oral and written instructions
- Willingness to be trained/mentored in heavy equipment operation
- Effective interpersonal skills in dealing with other staff members, public, businesses, Council and officials in other organizations under all types of conditions. Maintain a positive and supportive approach.
- Ability to foster and maintain a positive team environment, share work expertise and knowledge and support.
- Must be conscientious and willing to use some initiative in performing duties beyond those specifically assigned
- Maintenance of confidentiality at all times.

**MINIMUM
QUALIFICATIONS:**

- Minimum grade 12 high school education or equivalency
- Valid Alberta Class 5 Driver's License
- Must hold or be willing to work toward **Incident Command Systems (ICS) 200** level certification in Emergency Management.
- Must hold or be willing to work toward and maintain basic required occupational health and safety tickets for **CPR/AED (First Aid), confined spaces entry, transportation of dangerous goods, H2S Safety, WHMIS, scissor and boom lift safety.**
- Must be cleared by a Canadian Police Information Centre (CPIC) security check

**THE FOLLOWING SKILLSETS/
QUALIFICATIONS WOULD BE AN ASSET:**

- Computer Literacy
- Class 3 Driver's Licence
- Mechanical aptitude
- OHS/ AMHSA (safety) training/ certification

OTHER: The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the scope of responsibility, and the level of knowledge and skill typically required. It should **not** be considered a complete listing of work requirements. Individuals may be required to perform other duties as assigned, including work in other functional areas to cover



ADVANCEMENT:

- Advancement to Public Works Operator 1 or 2 classifications **requires** accepting training and securing **approved** accredited certification in:
 - Water Distribution and/or Wastewater Collection; OR
 - Automotive/ heavy equipment maintenance or repair; OR
 - Heavy Equipment Operation; OR
 - Roads and Highway maintenance/construction; OR
 - Pesticide/ Herbicide Application; OR
 - An approved combination of the above.

absences or relief, to equalize peak work periods or otherwise to balance the workload.

DECLARATION: As the present incumbent of this position, I hereby certify that I have read this description, and that I accept it as being a true representation of the typical duties and level of responsibilities assigned to the position of **Public Works Labourer**.

DATE

SIGNATURE



POSITION TITLE: Lead Hand – Public Works
REPORTS TO: Operations Manager or designate

POSITION SUMMARY: This is a working position as well as a supervisory one. The Lead Hand performs a wide array of duties in the Operations Department. Under the direction of the Operations Manager, they will provide knowledge, experience, and leadership to other staff in regard to work. They will assist the Operations Manager with the direction and work planning for operations. They will be expected to communicate professionally with both residents and contractors. This is a union position under CUPE Local 37.

The following is not an all-inclusive listing of potential duties and responsibilities to which the LeadHand may be assigned:

1. **Water, Sewer and Storm Water**
 - Assist in duties as directed by the supervising certified Operators in the installation, repair and maintenance of water, sewer and stormwater lines and systems
 - Mow, trim and otherwise maintain grass, turf, and weed control in storm water management areas
2. **Roads**
 - Repair and maintain roads, alleys, curbs, sidewalks, and filling potholes and sidewalk cracks
 - Install, maintain and/or remove public signage
 - Snow removal, including the sanding of streets, roads, sidewalks and pathways
 - Sweep and or clean streets, roads, sidewalks and pathways
 - Line painting
 - Remove garbage/empty garbage and recycling receptacles
3. **Cemetery**
 - Garbage receptacles
 - Grave digging services as required as well as internments of cremations
4. **Parks and Recreation**
 - Collaborate with supervising staff in Parks and Recreation on shared seasonal and annual workplans for public spaces (grass, amenity infrastructure, water, weed control, landscaping).
5. **General/Other**
 - Monitor and direct the progress and completion of work
 - Maintain records both written and electronic
 - May be required to perform shift work, including early mornings, nights, weekends, and statutory holidays
 - Participate and provide leadership in the health and safety program, including toolbox meetings, worksite and hazard inspections, and other duties as required
 - Provide instruction as required in the operation and service of a variety of equipment, including trimmers, lawn mowers, and skid steers and other heavy equipment such as loader hoes and grader

- Foster and promote through a positive attitude and example, safety and workethics.
- Assume limited assigned duties and responsibilities of the Operations Manager in their absence.
- Perform other duties, including clerical support, as requested by the Operations Manager or designate.
- Assist other department as needed in their duties

MINIMUM QUALIFICATIONS:

- Minimum grade 12 high school education or equivalency
- Valid Alberta Class 5 Driver's License
- Must hold or be willing to work toward **Incident Command Systems (ICS) 200** level certification in Emergency Management.
- Must hold or be willing to work toward and maintain basic required occupational health and safety tickets for **CPR/AED (First Aid), confined spaces entry, transportation of dangerous goods, H2S Safety, WHMIS, scissor and boom lift safety.**
- Must be cleared by a Canadian Police Information Centre (CPIC) security check

CERTIFICATIONS AND SKILLS:

The Lead Hand **should** possess the following **core** skills, courses or certifications - or be willing and qualified to obtain them:

- Basic equipment maintenance and repair
- Valid Alberta Driver's License with Air Endorsement (or ability to obtain)
- Public Works Supervisor (PWS) Level 1
- AMHSA Safety Certification in Hazard Identification, Inspections, and Investigations
- Water Distribution Systems I and Wastewater Collection Systems I
- A good mechanical ability
- Computer Literacy

In addition, the Lead Hand **may** take approved courses and or certifications in the following areas:

- Water Distribution Systems II
- Wastewater Collection Systems II
- Public Works Supervisor (PWS) Levels 2 and 3
- Automotive/heavy equipment maintenance or repair
- Roads and Highway maintenance/construction
- Heavy Equipment Operation
- Class 3 Driver's License
- Leadership, and or personnel management
- Incident Command Systems (ICS) 300
- Certification in Pesticide/ Herbicide Application
- GPS for asset management records
- Other as approved by Management

OTHER: The statements contained in this job description reflect general details necessary to describe the principle functions of this job, the scope of responsibility, and the level of knowledge and skill typically required. It should **not** be considered a complete listing of work requirements. Individuals may be required

to perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

DECLARATION: As the present incumbent of this position, I hereby certify that I have read this description, and that I accept it as being a true representation of the typical duties and level of responsibilities assigned to the position of **Lead Hand – Public Works**

DATE

SIGNATURE



Classification: PUBLIC WORKS OPERATOR I

POSITION TITLE: Public Works Operator I

REPORTS TO: Manager of Operations or designate

POSITION SUMMARY: The Public Works Operator I, under the supervision of the Operations Manager, performs a wide scope of duties including: water, sewer, and storm water line installation and maintenance; the repair and maintenance of roads, sidewalks, snow removal, grass-cutting; sign installation and maintenance; street marking.

The following is not an all-inclusive listing of work requirements:

1. Public Area Maintenance and cemetery

- General basic maintenance
- Removing garbage
- Cleaning toilets
- Grave digging services as required

2. Water, Sewer and Storm water Services

- Assist in duties as directed by the supervising certified Operators in the areas of Water Distribution and Wastewater Collection system maintenance, repair and installation.
- Reading, installation, and or removal of water meters. Basic understanding of the auto reading system for water meters.
- Installing, repair and maintaining stormwater systems.

3. Roads

- Repairs and maintain roads, alleys, curbs and sidewalks, filling potholes and sidewalk cracks.
- Install, maintain, and or remove public signage
- Snow removal and sanding of streets, roads, sidewalks and pathways
- Sweeping streets, roads, sidewalks and pathways
- Street marking, commonly referred to as line painting

4. Parks and Recreation

- Assist in duties as directed by the supervising staff in Parks and Recreation in and around public spaces (grass, amenity infrastructure, water, weed control, landscaping).

5. General Maintenance

- Assist in the repair and maintenance of the Town's parks and buildings
- General cleaning and maintenance of Town Shop

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- Ensures the ongoing operation of all Town equipment and machines by cleaning, performing routine servicing, and basic repairs on equipment as required

6. **Other**

- Liaises with Public Works Operator II and the Lead Hand with respect to weekly, seasonal or annual workplans.
- Performs other related duties as required.

MINIMUM QUALIFICATIONS:

- Minimum grade 12 high school education or equivalency
- Valid Alberta Class 5 Driver's License
- Must hold or be willing to work toward **Incident Command Systems (ICS) 200** level certification in Emergency Management.
- Must hold or be willing to work toward and maintain basic required occupational health and safety tickets for **CPR/AED (First Aid), confined spaces entry, transportation of dangerous goods, H2S Safety, WHMIS, scissor and boom lift safety.**
- Experience with motorized equipment typical for a municipal Public Works setting.
- Must be cleared by a Canadian Police Information Centre (CPIC) security check

The Public Works Operator I **must** be working toward or have secured **approved** and **accredited** certification(s) in:

- Water Distribution I and/or Wastewater Collection I; OR
- Automotive/ heavy equipment maintenance or repair; OR
- Heavy Equipment Operation; OR
- Roads and Highway maintenance/construction; OR
- Pesticide/ Herbicide Application; OR
- An approved combination of the above.

THE FOLLOWING SKILLSETS/ QUALIFICATIONS WOULD BE AN ASSET:

- Computer Literacy
- Class 3 Driver's Licence
- Mechanical aptitude

OTHER: The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the scope of responsibility, and the level of knowledge and skill typically required. It should **not** be considered a complete listing of work requirements. Individuals may be



ADVANCEMENT:

- Advancement to Public Works Operator 2 classification **requires** accepting training and securing **additional** approved accredited certification in:
 - Water Distribution II and/or Wastewater Collection II; OR
 - Automotive/ heavy equipment maintenance or repair; OR
 - Heavy Equipment Operation; OR
 - Roads and Highway maintenance/construction; OR
 - An approved combination of the above.

required to perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

DECLARATION: As the present incumbent of this position, I hereby certify that I have read this description, and that I accept it as being a true representation of the typical duties and level of responsibilities assigned to the position of **Public Works Operator I**.

DATE

SIGNATURE



Classification: PUBLIC WORKS OPERATOR II

POSITION TITLE: Public Works Operator II

REPORTS TO: Manager of Operations or designate

POSITION SUMMARY: The Public Works Operator II, under the supervision of the Operations Manager, performs a wide scope of duties including water, sewer, and storm water line installation and maintenance; the repair and maintenance of roads, sidewalks, snow removal, grass-cutting; sign installation and maintenance; street marking.

The following is not an all-inclusive listing of work requirements:

1. **Public Area Maintenance and cemetery**
 - General basic maintenance
 - Removing garbage
 - Cleaning toilets
 - Grave digging services as required
2. **Water, Sewer and Storm water Services**
 - Assist in duties as directed by the supervising certified Operators in the areas of Water Distribution and Wastewater Collection system maintenance, repair and installation.
 - Reading, installation, and or removal of water meters. Basic understanding of the auto reading system for water meters.
 - Installing, repair and maintaining stormwater systems.
3. **Roads**
 - Repairs and maintain roads, alleys, curbs and sidewalks, filling potholes and sidewalk cracks.
 - Install, maintain, and or remove public signage
 - Snow removal and sanding of streets, roads, sidewalks and pathways
 - Sweeping streets, roads, sidewalks and pathways
 - Street marking, commonly referred to as line painting
4. **Parks and Recreation**
 - Assist in duties as directed by the supervising staff in Parks and Recreation in and around public spaces (grass, amenity infrastructure, water, weed control, landscaping).
5. **General Maintenance**
 - Assist in the repair and maintenance of the Town's parks and buildings

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- General cleaning and maintenance of Town Shop
- Ensures the ongoing operation of all Town equipment and machines by cleaning, performing routine servicing, and basic repairs on equipment as required

6. Other

- Liaises with the Lead Hand, Supervisor or Management regarding matters such as priority of projects, budget, policies and procedures, and safety
- Reads and interprets maps and blueprints to locate property lines, right of ways, burial plots, etc. Maintains and updates related maps, sketches and records.
- Performs tailgate safety meetings with contractors.
- Operation and service of a variety of equipment such as mowers and trucks
- Assists senior Utility Operators where applicable and qualified
- Performs other related duties as required, including placement of decorations, shop maintenance, community event set up.
- Participates in the health and safety program, including worksite and hazard inspections.

MINIMUM QUALIFICATIONS:

- Minimum grade 12 high school education or equivalency
- Valid Alberta Class 5 Driver's License
- Must hold or be willing to work toward **Incident Command Systems (ICS) 200** level certification in Emergency Management.
- Must hold or be willing to work toward and maintain basic required occupational health and safety tickets for **CPR/AED (First Aid), confined spaces entry, transportation of dangerous goods, H2S Safety, WHMIS, scissor and boom lift safety.**
- Water Distribution Systems I and Wastewater Collection Systems I (or another accepted certification typical of a municipal Public Works setting – see below).
- Experience with motorized equipment typical for a municipal Public Works setting.
- Must be cleared by a Canadian Police Information Centre (CPIC) security check

The Public Works Operator II **must** be working toward or already have secured **approved** and **accredited** certification(s) in:

- Water Distribution II and/or Wastewater Collection II; OR
- Automotive/ heavy equipment maintenance or repair; OR
- Heavy Equipment Operation; OR
- Roads and Highway maintenance/construction; OR
- Pesticide/ Herbicide Application; OR
- An approved combination of the above.

THE FOLLOWING SKILLSETS/ QUALIFICATIONS WOULD BE AN ASSET:

- Computer Literacy
- Class 3 Driver's Licence
- Mechanical aptitude
- Public Works Supervisor (PWS) Level 1 or 2
- OHS/ AMHSA (safety) training/ certification

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- Water or wastewater treatment experience/ certification

OTHER: The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the scope of responsibility, and the level of knowledge and skill typically required. It should **not** be considered a complete listing of work requirements. Individuals may be required to perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

DECLARATION: As the present incumbent of this position, I hereby certify that I have read this description, and that I accept it as being a true representation of the typical duties and level of responsibilities assigned to the position of **Public Works Operator II**.

DATE

SIGNATURE



POSITION TITLE: Utilities Foreman

REPORTS TO: Manager of Operations or designate

POSITION SUMMARY: Under the general direction of the Operations Manager, oversee and manages the full spectrum of utility services (water and wastewater) and supervises Operations staff with certifications in any of the four water and wastewater operator disciplines. They will assist the Operations Manager with the direction and work planning for Operations. They will be expected to communicate professionally with both residents and contractors. The **Foreman** will provide administrative support and assistance to the Operations Manager in this area. The following is not an all-inclusive listing of work requirements:

1. General Duties

- Comply with all policies, rules and regulations of the municipality and the federal and provincial government
- Meet with the public and handle routine inquiries
- Monitor the purchasing for the Utilities department. Approve the payment of invoices from day to day operations
- Oversee and monitor all Utilities Functions
- Work closely with contractors and suppliers providing or performing services for the town
- Assist with arranging contract work on Utilities facilities
- Oversee repair and maintenance of water distribution system, sanitary sewer system, storm drainage system,
- Implement preventative maintenance schedules and oversee on-going maintenance
- Manage and oversee efficient and cost-effective operations of utilities machinery and equipment
- Ensure necessary analysis of water and wastewater treatment as required by Alberta Environment and other regulatory bodies is performed and submitted.
- Preparation and ongoing review of all required SOP for the utilities department

2. Budget and Long-Range Financial Plan

- Assist with annual operating and capital budget and long-range financial plan for utility services.
- Monitor expenditures against the budget on an on-going basis
- Maximize and ensure the cost-effectiveness of operations

3. Administration

- Maintain daily records of all necessary operations
- Complete special assignments as directed by the Operations Manager

- Prepare and maintain an inventory of equipment and supplies for the utilities department
- Ensure necessary documentation is completed in a timely manner
- Maintain confidentiality

4. Personnel

- Train and develop appropriate staff, fostering a team environment
- Report issues to the Manager of Operations.
- Establish performance standards and monitor employee performance
- Participate in performance evaluations of Utilities personnel
- Establish deadlines and schedules and assign work to Utilities personnel
- Submit time-sheets for Utilities staff to the Manager of Operations.
- Be responsible for Water and Wastewater Treatment Plant on-call rotas
- Actively supports and advocates all aspects of the health and safety program.

MINIMUM QUALIFICATIONS:

- Minimum Grade 12 high school education or equivalency
- Level II in Water Distribution, Water Treatment and Wastewater Collection; **Level III in Wastewater Treatment**
- Valid Alberta Class 5 Driver's License
- Must hold or be willing to work toward **Incident Command Systems (ICS) 200** level certification in Emergency Management.
- Must hold or be willing to work toward and maintain basic required occupational health and safety tickets for **CPR/AED (First Aid), confined spaces entry, transportation of dangerous goods, H2S Safety and WHMIS**
- Must be cleared by a Canadian Police Information Centre (CPIC) security check

CERTIFICATION AND SKILLS:

The Utilities Foreman should possess the following core skills, courses or certifications - or be willing and qualified to obtain them:

- Basic equipment maintenance and repair
- Valid Alberta Driver's License with Air Endorsement (or ability to obtain)
- Public Works Supervisor (PWS) Level 1
- AMHSA Safety Certification in Hazard Identification, Inspections, and Investigations
- Level III in Water Treatment if required
- A good mechanical ability
- Computer Literacy

OTHER: The statements contained in this job description reflect general details necessary to describe the principle functions of this job, the scope of responsibility, and the level of knowledge

and skill typically required. It should **not** be considered a complete listing of work requirements. Individuals may *be required* to perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

This is a Union position CUPE Local 37

DECLARATION: As the present incumbent of this position, I hereby certify that I have read this description, and that I accept it as being a true representation of the typical duties and level of responsibilities assigned to the position of **Utilities Foreman**

DATE

SIGNATURE