

COLLECTIVE AGREEMENT

between

THE VILLAGE OF THORSBY



and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 30



Effective:
JANUARY 1, 2007 TO DECEMBER 31, 2009

cope#491

**THE VILLAGE OF THORSBY
(hereinafter referred to as "the Employer")**

Party of the First Part

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 30
(hereinafter referred to as "the Union")**

Party of the Second Part

Article 1 - Purpose of Agreement

1.01 It is the purpose of both parties to this Agreement:

1. To improve relations between the Employer and the Union and provide settled and just conditions of employment.
2. To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, service, etc.
3. To encourage efficiency in operations.
4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 It is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

Article 2 – Definitions and Interpretations

2.01 Definitions

- a) A permanent employee shall be a full-time employee, employed on a twelve (12) month basis.
- b) A permanent part-time employee shall mean an employee who works on a 12-month basis and whose hours shall be less than those established for full time employment.
- c) A seasonal employee shall be an employee who is employed on a fixed term basis for specific periods within a year.
- d) A temporary employee shall be an employee who is employed on a fixed term basis as relief for an absentee employee or on account of work overload.

2.02 Interpretations

- a) The term "C.A.O." shall mean the Chief Administrative Officer for the Village.
- b) "Employer" means the Village of Thorsby
- c) "His" means his or her
- d) "Union" shall mean the Canadian Union of Public Employees Local 30.
- e) "Village" means the Village of Thorsby.

Article 3 - Management Rights

3.01 Management Rights

The Union agrees that nothing contained in this Agreement shall be construed as limiting the Employer's rights to manage its own affairs exclusively and that, except where specifically restricted, abridged or modified by this agreement, the Employer holds and may exercise all of the rights, powers and authority which it possessed prior to the signing of this Agreement. The union acknowledges that it is the exclusive function of the Employer to hire, transfer, reclassify and suspend an employee; and also the right of the Employer to discipline or discharge any employee, provided that a claim by an employee, other than a probationary employee, that he has been disciplined, demoted, discharged or suspended without just grounds may be the subject of a grievance and dealt with as herein provided.

Article 4 - Bargaining Unit

4.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the exclusive collective bargaining agent for all of its employees in the bargaining unit and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

4.02 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representative which may conflict with the terms of this collective agreement.

4.03 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s), advisor(s) shall have reasonable access to the Employer's premises during working hours in order to deal with any matters arising out of this collective agreement.

Article 5 - Human Rights

5.01 Employer shall not Discriminate

The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, gender, place of residence, handicap, nor by reason of his membership or activity in the Union.

EXCEPTION - The Public Works Foreman and Public Works Labourer who are responsible for the treatment facility must reside within fifteen minutes of the Village Administration Offices, or within a reasonable distance as approved in advance by the Chief Administrative Officer of the Village, in order to be able to quickly respond to emergency calls for service.

Article 6 - Union Membership Requirement

6.01 All Employees to be Members

Within one (1) week of the signing of this Agreement, all employees of the Employer shall, as a condition of the agreement, become and remain a member in good standing, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

EXCEPTIONS - to the conditions of this Article include:

Employees working and paid under Federal or Provincial Government Programs Out of Scope Employees, to include:

Chief Administrative Officer

Treasurer

Public Works Manager

FCSS Coordinator

Article 7 - Check-off of Union Dues

7.01 Check-off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

7.02 Deductions

Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the 10th day of the month following the month for which the dues were levied. The cheque shall be accompanied by a list of the named of employees from whose wages the deductions have been made.

7.03 Dues receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall include on the T -4 slips the amount of union dues paid by each Union member in the

previous year.

- 7.04 Administration will be responsible for delivering the collective agreement to all employees.

Article 8 - Correspondence

- 8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the CAD and the President of CUPE Local 30.

Article 9 - Union Bargaining Committee

- 9.01 A Union Bargaining Committee shall be elected or appointed and consist of not more than four (4) members of the Union, of which not more than two (2) shall be employees of the Employer when Bargaining Committee meetings are being conducted during working hours. When Bargaining Committee meetings are being conducted outside of working hours, the number of employee members of the Bargaining Committee may be increased, but shall not exceed four (4).

Article 10 - Time Off For Meetings

- 10.01 Any representative of the Union or the Bargaining Committee, who is an employee of the Employer, shall have the right to attend collective bargaining meetings held within working hours, without remuneration by the Employer providing that the attendance at the meetings do not interfere with the regularly scheduled shift of the employee. In the event that the meetings are scheduled during a period in which the employee is scheduled to work, the employee may attend the meeting, but must make arrangements for another employee to cover his shift.

Article 11 - Grievance Procedure

11.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union. The Union may assist any employee in preparing and presenting his grievance in accordance with the grievance procedure.

11.02 Permission to Leave Work

The Employer agrees that the Union shall not be hindered, coerced, restrained or interfered with in any way in the performance of its duties while investigating disputes and presenting proposals for remedial action as provided in this Article, provided that these duties are performed in a reasonable manner and are not disruptive to the Employer's operations.

11.03 Definitions of Grievance

A grievance shall be defined as any differences arising out of the interpretation, application, administration, or alleged violation of the collective agreement.

11.04 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

An employee who believes he has a grievance, will first discuss the alleged grievance with his supervisor within five (5) working days from the date the alleged violation occurred. The employee shall have the right to have a Union representative in attendance. The supervisor shall render his decision in writing within five (5) working days from the date the discussion was held.

Step 2

Failing satisfactory settlement at Step 1, the Union shall submit in writing to the Village of Thorsby Council, within five (5) working days, a written statement of the particulars of the grievance, and the redress sought. The Council shall render its decision within ten (10) working days or at the next ensuing regular meeting of Village Council, after receipt of such notice, whichever is longer.

Step 3

Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration in accordance with Article 12.

11.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, a policy grievance may be commenced under Sub-article 11.06.

11.06 Union may Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of the Union or a group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

11.07 Replies in Writing

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

Article 12 - Arbitration

12.01 Sole Arbitrator

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name or names of a person or persons the party is willing to accept as a sole arbitrator. Within five (5) working days thereafter, the other party shall answer by registered mail

whether it is prepared to accept one of the listed person(s) or listing the name(s) and address(es) of its suggested arbitrator.

12.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two (2) parties fail to agree upon an arbitrator within seven (7) days of the receipt of the notice submitting the grievance to arbitration, the appointment of a sole arbitrator shall be made by the Minister of Human Resources & Employment upon request of either party.

12.03 Expenses of the Arbitrator

Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator.

12.04 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this agreement are not mandatory but merely discretionary.

12.05 Mutually Agreed Changes

Any mutually agreed changes to this collective agreement shall form part of this collective agreement and are subject to the grievance and arbitration procedure.

Article 13 - Discharge, Suspension and Discipline

13.01 An employee may be dismissed or disciplined, but only for just cause, and only upon the authority of the Employer as defined in Article 3 - Management Rights. Notwithstanding the foregoing, the Chief Administrative Officer or the Manager may suspend an employee for what is considered to be just cause but the final decision concerning disciplinary action shall be determined by the Employer as represented by the Chief Administrative Officer.

An employee shall not be entitled to pay during any period of suspension unless authorized by the Employer.

Prior to the imposition of any disciplinary action, the affected employee shall be given the reason for the disciplinary action in the presence of his Union representative. (Refer to 35.02)

13.02 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing in front of the Personnel and Finance Committee of Village Council, and may have up to 3 representatives of CUPE in attendance at the hearing. Failing a satisfactory resolution at the hearing, the Union may elect to file a written submission to Village Council in accordance with the provisions of Step 2 of Article 11.04.

13.03 In cases of discharge, suspension, or other disciplinary measure, the burden of proof of just cause shall rest with the Employer.

- 13.04 An employee may have a Union Officer or CUPE staff representative present at any meeting with supervisory personnel at which there is to be any disciplinary action taken. Where a supervisor intends to interview an employee for disciplinary purposes, the CAO or Manager shall so notify the employee in advance of the purpose of the interview in order that the employee may contact the Union so that a representative of the Union may be present.
- 13.05 An employee shall have the right at any time to have access to and review his personnel record. No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. An employee shall have the right to make copies of any material contained in his personnel record.

Article 14 - Seniority

14.01 Seniority Defined

Permanent, seasonal and temporary employees are those employees as defined in Article 2.

Seniority is defined as the length of service in the bargaining unit of a permanent or seasonal employee and shall include service with the Employer prior to the certification or recognition of the Union. Seniority, qualifications, skill and merit shall all be factors in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. Seniority shall be considered on a Department basis, within the Administration and Public Works Departments. When any employees are considered equal in qualifications, skill or merit, then seniority shall be the determining factor.

Seniority for seasonal employees shall be defined as the number of months worked by an employee in each calendar year multiplied by the number of years worked and then divided by twelve (12). Seasonal employees shall accumulate seniority from the date the employee first commenced work as a seasonal employee.

Temporary employees shall not accumulate seniority.

14.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union in January of each year.

The Chief Administration Officer will provide an annual seniority list to all employees.

14.03 Probation for Newly Hired Employees

A newly hired permanent or seasonal employee shall be on probation for the first six (6) months of his employment. After completion of the probation period, seniority shall be effective from the original date of employment.

14.04 Loss of Seniority

An employee shall not lose seniority if he is absent from work because of sickness, disability, accident, lay-off or leave approved by the Employer.

An employee shall only lose his seniority in the event:

1. He is discharged for just cause and is not reinstated.
2. He resigns in writing.
3. He fails to return to work within fifteen (15) working days following a lay-off and after receiving notice by registered mail to do so, unless through sickness or other just cause.

Article 15 - Promotions and Staff Changes

15.01 When a new position is to be created and filled, or when a vacancy occurs, which shall include the resignation of an incumbent and the vacated position is to be filled, the Employer shall immediately notify the Union in writing and post a notice of the position on the bulletin boards which are located at the Recreational Complex Office and the Village Administration Office for a minimum period of one (1) week, so that all members of the Union will know about the open vacancy or new position which is to be filled.

15.02 Information in Postings

Such notice shall contain the following information:

1. Nature of position;
2. Qualifications, and required knowledge;
3. Education and skills;
4. Shift hours of work and salary rate

Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All Job Postings shall state "This position is open to male and female applicants".

15.03 Promotions

In making staff changes, transfers, or promotions, which concern Union members, the required qualifications, knowledge, education, and skills contained in the job posting shall be the primary considerations, and where two (2) or more applicants are equally qualified to fulfill the duties of the job, seniority shall be the determining factor.

15.04 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. He shall be given a trial period of two (2) months, conditional. Upon satisfactory service, the employee shall be declared permanent after the period of two (2) months. In the event that the successful applicant proves to be unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to

perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority. The sub-Article is subject to the provisions of sub-Article 15.01.

Article 16 - Layoffs and Recalls

16.01 Definition of Lay-off

a) Permanent Employees

A lay-off for a permanent employee shall be defined as a reduction in the work force of permanent employees or a reduction in the regular hours of work as defined in this agreement of a permanent employee.

b) Seasonal Employees

A lay-off for a seasonal employee shall be defined as a reduction in the work force of seasonal employees only. Seasonal employees shall be advised at the time they commence their employment as to the termination date of the employment. Five (5) days written notice of the reduction or extension of the seasonal employment term shall be given by the Employer.

Temporary employees shall have no bumping rights under the provisions of this Agreement.

16.02 Role of Seniority in Lay-Offs

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a lay-off, permanent employees shall be laid off in the reverse order of their seniority provided the retained employee is capable of performing the duties of the job. A permanent employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority.

16.03 Recall Procedure

Permanent employees shall be recalled in the order of their seniority employees shall be recalled to their previous positions only.

16.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

16.05 Advance Notice of Lay-off

Unless legislation is more favorable to the employees, the Employer shall notify permanent employees who are to be laid off thirty (30) calendar days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as

provided in this article, he shall be paid for the days for which work was not made available.

16.06 Grievance on Lay-offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

Article 17 - Meal Breaks

17.01 Administration Department

Employees required to remain on shift during a meal break shall be paid for their break. Employees with the ability to take an uninterrupted break shall be granted _ hour without pay.

17.02 Public Works Department

In order to compensate for water treatment plant operations on 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 treatment plant, that employee shall be on call for the whole weekend.

Article 18 - Overtime

18.01 Overtime Defined

Employees shall be required to work forty (40) hours per week at their regular rate of pay before receiving overtime pay. All time worked after ten (10) hours in a day, or forty (40) hours in a week shall be considered overtime. Where the employer schedules an employee to work more than five (5) days in a one-week period, beginning on the Sunday and ending on the ensuing Saturday, the sixth day shall be considered overtime. All overtime worked must be reported in detail to the C.A.O. including the location of work performed and precise nature of same.

Overtime work shall be paid for at the rate of time and one half.

18.02 Call-Back Guarantee

An employee who is called in and required to work outside of his regular working hours shall be paid for a minimum of three (3) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do.

18.03 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may, at his sole discretion, choose to receive time off at the overtime rate at a time mutually agreeable to the employer and the employee.

18.04 No Lay-off to Compensate for Overtime

Subject to the provision of Sub-article 18.03, an employee shall not be required to lay-off during working hours in order to equalize any overtime worked.

18.05 Banked over-time will not be carried over to the following year and will be paid out by year end by the Employer subject to the following provisions:

- (a) Such banked over-time hours may be taken as time off in lieu mutually agreeable between the employee and Employer;
- (b) Employees will provide one (1) week notice to the Employer if a payout is required during the course of a year.
- (c) Employees may carry over up to 120 hours of banked over-time for special circumstances providing they submit a request in writing to the Employer.

Article 19 - Statutory General Holidays

19.01 The Village of Thorsby recognizes the following as paid statutory holidays:

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

and any other day other than those listed above proclaimed as a holiday by the Federal, Provincial or Municipal Government of the Village of Thorsby.

19.02 When any of the above holidays fall on an employee's scheduled day(s) off the employee shall receive either pay for the holiday or another day off with pay, based on the needs of the organization, at the sole discretion of the employer.

19.03 Where it is required that an employee work on a statutory holiday where time in lieu may not be taken, they shall be paid regular time plus double time.

19.04 Statutory Holiday pay for seasonal and permanent part-time employees shall be pro rated on the average daily hours worked over the past six (6) week period.

Article 20 - Vacations

20.01 1 full year of service	10 work days
2-7 full years of service	15 work days
Beginning 8 th year to 14 full years	20 work days
Beginning 15 th year to 20 full years	25 work days
Beginning 21 st year +	30 working days

20.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day with pay at a time mutually agreeable to the employee and the Employer.

20.03 Vacation Leave: Seasonal and Temporary Employees

Vacation pay shall be paid in accordance with the following

One (1) full year of service	4%
Two (2) to seven (7) full years of service	6%
Beginning 8 th year to 14 full years	8%
Beginning 15 th year to 20 full years	10%
Beginning 21 st year +	12%

20.04 Vacation Leave - When to be Taken

- a) Vacation leave may be taken in one continuous period, if the period of vacation is twenty (20) days or less. The employer may authorize a longer period where considered appropriate.
- b) Vacation leave may be taken in separate periods of not less than four (4) consecutive days.
- c) Vacation leave MUST be taken in the calendar year in which the vacation period of entitlement occurs and may not be accumulated from year to year without the consent of the Employer, and in any event, shall not be accumulated for more than two (2) years.
- d) Where there is an earned vacation period in excess of twenty (20) days, the employee may take the entire vacation entitlement in one continuous period IF the consent of the Employer is obtained.
- e) Vacation leave shall be approved by the Employer in accordance with the requirement of its operation and the employee's period of vacation leave shall be approved by the Employer after consultation with the employee. Senior employees shall have preference over junior employees in the scheduling of vacation leave.

Article 21 - Sick Leave

21.01 Permanent Full-time Employees and Seasonal Employees

Sick leave with pay shall be earned by permanent full-time employees at the rate of two (2) working days' per month worked, to a maximum of twenty-four (24) working days per year. The unused portion of the employee's sick leave shall accrue to a maximum of one hundred and twenty (120) working days.

Seasonal Employees

Sick leave with pay shall be earned by seasonal employees at the rate of one (1) working day for each 140 hours worked, to a maximum of twelve (12) working days per year. The unused portion of the employee's sick leave shall NOT accrue in excess of thirty (30) working days.

21.02 Any employee who is absent from work due to sickness for a period of more than two (2) consecutive work days may be required to present a certificate from a medical practitioner.

Article 22 - Leave

22.01 Sick leave with pay may be granted for obtaining necessary medical or dental treatment or because of accident, sickness, or disability, and will not be unreasonably withheld.

22.02 Leave without pay may be granted by the Employer or the employee may take vacation or sick leave with pay for the illness of a spouse or child of his family for a period of two (2) days, and will not be unreasonably withheld.

22.03 Leave with pay will be granted for bereavement on the following basis:

Five (5) days for the death of a spouse, or a parent, grandparent, child, or sibling of the employee or the employee's spouse.

One (1) day for the death of a niece, nephew, aunt, uncle, or close friend.

The employee may take additional time in the form of vacation or sick leave with pay, if desired.

In the case of part-time employees, pay for bereavement leave shall be calculated at the average daily wage rate earned over the 4 week period immediately preceding the period of the bereavement leave, such pay to be calculated based on the employee's normally scheduled days of work.

22.04 Leave without pay may be granted or the employee may take vacation or sick leave with pay to attend a funeral as a pallbearer for a period of one (1) day.

22.05 Special leave may be granted to an employee with pay for the purpose of taking courses related to the employee's job description, provided that the Employer has given written approval for the taking of such courses before the employee is enrolled in such courses.

22.06 Special leave of absence may be granted without pay to any employee for reasonable cause. The Employer shall determine what is reasonable in all circumstances.

22.07 An employee may attend Court where he is required as a witness or as a juror and will remain at his normal wage or salary for that period.

22.08 Maternity leave shall be granted in accordance with the provision of the Alberta Employment Standards Code.

Article 23 - Leave of Absence for Union Functions

23.01 Leave of absence without pay but without loss of benefits, with the consent of the

Employer, shall be allowed to employees for the purpose of attending meetings of CUPE, its affiliated or chartered bodies or any labour organizations with which the Union is affiliated. The Employer's consent shall not be unreasonably withheld.

Article 24 - Time Off for Elections

24.01 Time off for elections shall be governed by the provisions of the Alberta Local Authorities Election Act and the relevant statutes for Provincial and Federal elections.

Article 25 - Payment of Wages and Allowances

25.01 Pay Days

The Employer shall pay salaries and wages on a monthly basis for the current month in accordance with Schedule "A" attached hereto and forming part of this Agreement.

25.02 Salary and Wage Advances

The midmonth advance shall be up to fifty percent (50%) of the regular monthly wage for permanent employees. All seasonal employees up to a maximum of three hundred dollars (\$300.00) provided that the employee has currently earned an amount equal to or in excess of the specified advance amount.

Article 26 - Automobile Allowance

26.01 Employees using personal vehicles for Employer's business purposes shall first receive approval from the Employer for such vehicle use. When such approval has been granted or approved, the employee must insure the respective vehicle for business use and provide the Employer with evidence of such insurance coverage, such coverage to include third party liability.

26.02 Travel expenses for out-of-Village trips only will be paid to an employee using his or her vehicle for the Employer's business purposes as per Village Policy.

26.03 Upon submission of a statement from an employee's insuring company or agent indicating the differences in premiums between pleasure and business rated, the Employer shall pay to the employee the difference in premiums pro-rated for the period that the employee's vehicle is in use for the Employer's business purposes.

26.04 Maintenance employees who are required to use their personal vehicles for the Employer's business purposes during summer (May through September) shall be paid one hundred dollars (\$100.00) per week, or \$20 per day.

Article 27 - Cash Shortages

27.01 An employee handling cash shall be responsible for all shortages which are the result of the employee's failure to follow those accounting procedures and systems implemented by the Employer, or through negligence or carelessness.

Article 28 - Job Descriptions

28.01 Changes or alterations in job descriptions shall be submitted to the Union for its approval prior to implementation by the Employer.

28.02 Each permanent and seasonal employee shall be given a written annual performance evaluation. The permanent employees shall receive their performance evaluation on or about their individual anniversary dates of employment. All seasonal employees shall receive their evaluation by the end of January.

The Public Works Manager shall conduct the evaluations for all employees of the Public Works Department, including employees at the Recreation Complex. The Chief Administrative Officer shall conduct the evaluations on all other employees of the Village.

28.03 When a new job is created, the Employer shall discuss the rate of pay with the Union before the Employer implements the new position.

Article 29 - Contracting Out

29.01 The Union recognizes that the Employer has the right to contract out any work or services within its jurisdiction.

29.02 The Employer shall endeavor to place displaced employees as a result of contracting out into the workplace wherever possible.

29.03 In the event that the Employer shall contract out any work or services within the Union's jurisdiction the Employer shall give sixty (60) days notice in writing to the Union and the employee, of the termination of any employee due to the contracting out.

Article 30 - Employee Benefits

30.01 Permanent Full-time Employees

All permanent full-time employees may enroll in the following benefit plans:

Life Insurance
Dental Benefit
Long-Term Disability
Extended Health Care

30.02 Administration is responsible for ensuring all new employees have completed their benefit forms on time and correctly after three (3) months of employment and to submit the forms to the appropriate agencies.

30.03 Local Authorities Pension Plan

All permanent full-time employees shall participate in the Local Authorities Pension Plan.

30.04 The Employer shall pay seventy-five percent (75%) and the employee shall pay twenty-five percent (25%) of the Alberta Health Care premium.

Note: Alberta Health Care is mandatory for all residents of Alberta and deductions will be made from the employee's wages or salary for premiums due unless the employee submits evidence that he or she is otherwise covered.

30.05 The Employer shall pay fifty percent (50%) of all Alberta Urban Municipality Association benefit plans used by the Village set out in 30.01.

Article 31 - Disposition of U.I.C. Rebate

31.01 The Employer shall register its Wage Loss Replacement Plan with the Unemployment Insurance Commission for premium reduction.

Article 32 - Workers' Compensation Protection

32.01 The Village is subject to the provisions of the Alberta Workers' Compensation Act.

Article 33 - Health and Safety

33.01 Co-operation on Safety

The Union and the Employer shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

33.02 The Employer shall be responsible for supplying or reimbursing for all personal safety equipment with the exception of prescription safety goggles. Annually one pair of work boots to a maximum value of \$150.00. Annually one pair of coveralls to all employees to a maximum of \$100.00. Employees to submit receipts for reimbursements.

Article 34 - Bulletin Boards

34.01 The Employer shall provide two (2) Bulletin Boards which shall be so placed that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. The location of the Bulletin Boards shall be as stated in Sub-article 15.01.

Article 35 - Personnel Records

35.01 The Personnel records of an employee, or former employee, shall not be shared in any manner with any other employer or agency, without the prior consent of the employee concerned.

35.02 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his work within ten (10) working days of the Employer's knowledge of the complaint, with copies to the Union and to the CUPE.

This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall

not become part of his record for use against him in regard to discharge, discipline, promotion, demotion, or other related matters. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to his work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his record. The record of an employee shall become part of his record. The record of an employee shall not be used against him at any time after twenty-four (24) months following a disciplinary action, including letters of reprimand or any adverse reports.

Article 36 - Present Conditions and Benefits

36.01 Present Conditions

Rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall not continue, unless they are expressly stipulated within this Agreement.

Article 37 - Retroactivity

37.01 All changes in the new Agreement shall be justified retroactively unless otherwise specified herein.

Article 38 - Term of Agreement

38.01 Duration

This Agreement shall be binding and remain in effect from January 1, 2007 to December 31, 2009 and shall continue from year to year thereafter unless either party gives to the other party notice in writing not less than 60 and not more than 120 days before December 31.

38.02 Salaries and Wages

Salaries for the duration of this Agreement shall be as outlined in Schedule "A" Salaries and Wages, attached to and forming part of this Agreement.

38.03 Changes in Agreement

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

38.03 New Positions

When a new position is created during the term of this Collective Agreement, the wage rate shall be set jointly by Management and the Union.

38.04 Notice of Changes

Either party desiring to propose changes to this agreement shall, not less than sixty (60) days and not more than one hundred and twenty (120) days preceding the expiry of the term of the collective agreement give notice in writing to the other party of the changes

proposed. Within thirty (30) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

Signed this ____ day of _____, 2007.

On behalf of The Village of Thorsby

The Canadian Union of Public Employees, Local 30

Dated: _____

Dated: _____

**VILLAGE OF THORSBY AND CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 30
 AGREEMENT TERM - JANUARY 1, 2007 THROUGH DECEMBER 31, 2009
 SCHEDULE "A" - SALARIES AND WAGES**

	January 1 2007 **	January 1 2008 **	January 1 2009 *
Ramp Park Forman (Probationary)	\$15.82	\$16.45	\$17.10
Ramp Park Forman (After Probation)	\$17.50	\$18.20	\$18.92
Public Works Foreman	Under salary review ***		
Public Works Labourer II			
Ramp Park Operator	\$15.09	\$15.69	\$16.31
Head Ice Maker / Lead Public Works Hand	\$19.00	\$19.76	\$20.55
Ice Maker – with or without an Ice Making Certificate/Public Works Labourer (Probation)	\$17.50	\$18.20	\$18.92
Ice Maker – with Ice Making Certificate/ Public Works Labourer (After Probation)	\$18.25	\$18.98	\$19.73
Complex/Public Works Assistant – Seasonal	\$8.89	\$9.25	\$9.62
Complex/Public Works Assistant – Year Round	\$13.75	\$14.30	\$14.87
Municipal Clerk	\$15.39	\$16.00	\$16.64
Recreation Coordinator	Under salary review ***		
Complex Worker/ Concession Cook (Probationary)	\$9.50	\$9.88	\$10.27
Complex Worker/ Concession Cook (After Probation)	\$10.62	\$11.04	\$11.48
Concession Supervisor (Probationary)	\$11.60	\$12.06	\$12.54
Concession Supervisor (After Probation)	\$12.67	\$13.17	\$13.69
Concession Helper	\$8.20	\$8.52	\$8.86
	Special Provisions for Incumbents		
Concession Supervisor I - Karen Klatt	\$13.45	\$13.98	\$14.53

* The wage rates for 2009 are subject to a wage re-opening option, at the discretion of the Union. The Union will notify the Village of their intent to exercise the wage re-opening option no later than October 30, 2008.

** For Concession Workers and Complex Workers (Front End)
 After 2 full years of service addition \$1.00/increase

*** The wage rates for Recreation Coordinator and Public Works Foreman shall be in accordance with the Village of Thorsby Management Pay Grid but the wage rate for 2007, 2008, 2009 will not be less than 4% higher than the previous year.