

COLLECTIVE AGREEMENT

BETWEEN

**THE VILLAGE OF THORSBY**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL # 30**

**JANUARY 1, 2010 – DECEMBER 31, 2012**

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**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 I - 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) Permanent full-time employee shall mean an employee who has successfully completed the probationary period and for outside workers is 40 hours per week and office staff 37.5 hours per week.
- b) Permanent part-time employee shall mean a person employed on a continuing basis for less than the standard work day, week or month.
- c) A seasonal employee shall be an employee who is employed on a fixed term basis for specific periods within a year. Provisions of the Collective Agreement will not apply to the seasonal employee with the exception of the following: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10.01, 10.03, 10.04, 10.05, 10.06, 10.07, 10.08, 10.09, 10.10, 13, 14, 15.01, 17.01, 18.01 – 18.04, 19.01, 19.06, 20.02, 20.03, 21.02, 21.04, 21.05, 25, 26, 27.02, 29, 30.02, 31, 34, 35.01, 36, 37, 40.
- 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. Provisions of Collective Agreement will not apply to the temporary employee with the exception of the following: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10.01, 10.03, 10.04, 10.05, 10.06, 10.07, 10.08, 10.09, 10.10, 13, 14, 15.01, 17.01, 18.01 – 18.04, 19.01, 19.06, 20.02, 20.03, 21.04, 21.05, 25, 26, 27.01, 29, 31, 34, 35.01, 36, 37, 40.

- e) Overtime means work performed by an employee in excess of his regularly scheduled hours of work, with the prior approval of the employer.
- f) Probation means a period of six (6) months from the day upon which the Employee is first appointed by the Village. Probation may be extended, for proper and sufficient reasons which will be communicated in writing, by an additional period of time not exceeding three (3) months. If the Employee does not successfully complete his probationary period, his employment may be terminated in a manner consistent with Article 14.

## 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 bargaining unit and/or individual employees 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 water 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:

The Employees working under Federal or provincial government programs or out-of-scope employees which include:

Chief Administrative Officer  
Treasurer  
Public Works Manager  
FCSS Coordinator

Recreation Director  
Assistant Treasurer

## **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 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 C.A.O. and the President of CUPE Local 30.

## **Article 9 - Probationary Period**

9.01 New Employees shall serve a probationary period of six (6) months (equivalent of full-time hours – Outside Workers 1040; Inside Workers 910).

9.02 An employee's probationary period can be extended, for proper and sufficient reasons, by a period of up to three (3) months. If any employee is terminated during any such extension of the probationary period, the Employee will be entitled to one (1) week's notice or payment in lieu of notice.

9.03 The Employer has the right to terminate an Employee during his probationary period without notice or payment in lieu of notice, save for Article 9.02. The Employee and the Union shall be notified of the reason for the separation. If terminated, the probationary employee will have no recourse to the arbitration procedure.

## Article 10 - Hours of Work

- 10.01 Employees shall report for their regular hours of work at the place directed by the person in charge and shall go to and from such place on their own time. Where an Employee is required to report to a new place during his regular hours of work, he shall do so without loss of pay.
- 10.02 The normal work schedule for Permanent Full-Time Employees is as follows. Each department develop schedules to be approved by the C.A.O.:
- (a) Outside workers will have work schedules represent a 40 hour work week, working five days per week, within a Saturday to Friday timeframe as scheduled by the Public Works Manager;
  - (b) Office Staff will have work schedules representing a 37.5 hour work week, working five days per week, within a Saturday to Friday work week as scheduled by the Manager of the Department.
- 10.03 Notwithstanding Article 10.02, 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 employee is to operate the water treatment plant, that employee shall be on call for the whole weekend.
- 10.04 Employees shall be allowed one (1) paid fifteen (15) minute coffee break in the middle of each half-day worked. The break shall be taken, if possible, at the site the Employee is currently working.
- 10.05 Work hours exclude a meal period of thirty (30) minutes, to be at approximately mid-part of a shift, during each working day in which the Employee works in excess of five (5) hours.
- 10.06 (a) The Employer will post the schedule at least two (2) weeks in advance except where emergency or special circumstances prevent such posting.
- (b) The Employer will make its best efforts to provide the employees a minimum of twenty-four (24) hours' notice of a change to the schedule and a minimum of eight (8) hours of rest between shifts, except where emergency or special circumstances prevent such notice.
- 10.07 (a) Employees are not permitted to exchange shifts among themselves, unless:
- (i) the exchange is agreed to in writing between the affected Employees; and
  - (ii) prior written approval of such exchange has been granted by the Employer.
- (b) Such exchange shall be recorded on the shift schedule.
- (c) Exchanges shall not be subject to any overtime premium pay.

10.08 All Employees are expected to report for duty promptly, such that they are fully prepared to begin work at the designated shift start time.

10.09 (a) Any Employee who is unable to report for duty at the designated time is expected to advise the Manager at the earliest possible time, but, in no event, save for in special circumstances, less than three (3) hours prior to the start of the shift.

(b) Any Employee who is absent from scheduled duties for three (3) consecutive days, without prior approval, shall be considered to have abandoned the position, and will be deemed to have resigned, unless it can be later shown to the Employer that emergency or special circumstances prevented adequate or timely notification of the manager or supervisor.

10.10 Employees are not permitted to leave the premises or jobsite during their paid rest breaks, without approval of the C.A.O., or supervisor.

#### **Article 11 - Union Bargaining Committee**

11.01 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 12 - Time Off For Meetings**

12.01 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 does 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 13 – Grievance and Arbitration**

##### **13.01 Grievance Definitions**

A grievance shall be defined as any differences arising out of an interpretation, application, administration, or alleged violation of this Collective Agreement.

##### **13.02 Authorized Representatives**

An Employee may have the assistance of a Union representative at any time during the grievance and arbitration procedure.

### 13.03 Time Limits

For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and named holidays which are specified in Article 19.

### 13.04 Mandatory Conditions

- (a) During any and all grievance proceedings, the Employee shall continue to perform duties, except in cases of suspension or dismissal.
- (b) A suspension or dismissal grievance shall commence at Step 2.

### 13.05 Steps in the Grievance Procedure

- (a) All grievances shall be submitted in writing.
- (b) Step 1

An Employee who has a grievance shall, within five (5) days of the date of the occurrence which lead to the grievance, discuss the matter with the appropriate Manager and attempt to resolve the grievance at this stage. The Manager shall advise the Employee of their decision within five (5) days of the Employee first making them aware of the matter. In the event that it is not resolved to the satisfaction of the Employee, it may be advanced in accordance with the following steps.

- (c) Step 2

If the decision of the Manager does not settle the grievance, the Union and Employee must within five (5) working days from the day that the decision was received by the Union, appeal the decision in writing to the C.A.O. and such appeal shall specify the full particulars of the grievance and the remedy requested. The C.A.O. shall hold a hearing within ten (10) working days of the day that the C.A.O. received the grievance and a written decision on the grievance together with the reasons therefore shall be given to the Union within ten (10) working days of the hearing.

- (d) Step 3

If the decision of the C.A.O. does not settle the grievance, the Union must within five (5) working days from the day that the decision was received by the Union, appeal the decision in writing to the Council and such appeal shall specify the full particulars of the grievance and the remedy requested. The Village Council shall hold a hearing within ten (10) working days of the day that the Village Council received the grievance and a written decision on the grievance together with the reasons therefore shall be given to the Union within ten (10) working days of the hearing.

13.06 If the decision of the Council does not settle the grievance, the Union may decide to proceed to Arbitration.

#### 13.07 Arbitration

- (a) Either party wishing to submit a grievance to arbitration shall, within ten (10) days of the receipt of the Council decision of the grievance procedure, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of a single Arbitrator.
- (b) Within ten (10) days of receipt of notification provided for as above, the party receiving such notice shall:
  - (i) inform the other party of the name of its appointee to the Arbitration Board; or
  - (ii) arrange to meet with the other party in an effort to select a single arbitrator. Where agreement cannot be reached on the principal, and/or selection of a single arbitrator, an Arbitration Board shall be established.
- (c) Where appointees to the Board have been named by the parties, they shall within ten (10) days endeavor to select a mutually acceptable Chairman of the Arbitration Board. If they are unable to agree upon the choice of a Chairman, application shall be made to the Director of Alberta Mediation Services to appoint an arbitrator pursuant to the provisions of the *Labour Relations Code*.
- (d) The Arbitration Board shall hear and determine the difference and shall issue an award, in writing, and the decision is final and binding upon the parties and upon the employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority the decision of the Chairperson shall be the decision of the Board.
- (e) The arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.
- (f) Each of the parties to this Collective Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single arbitrator shall be borne equally by the two (2) parties to the dispute.

#### **Article 14 - Discharge, Suspension and Discipline**

- 14.01 (a) Written warning notices may be given to Employees for poor conduct, unsatisfactory job performance or infractions of the Employer's rules, regulations and/or policies;
- (b) A copy of all warnings shall be provided to the Union and the Employee;
- (c) Copies of all such warnings shall be signed by the Employee and the Employer; and

(d) A copy of all such warnings shall be placed on the Employee's personnel file.

- 14.02 Nothing in the foregoing prevents the Employer from pursuing the Employee's immediate suspension without pay or immediate dismissal without notice, or pay in lieu of notice, for just cause.
- 14.03 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 C.A.O. 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.
- 14.04 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 15 - Seniority**

### **15.01 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. 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.

### **15.02 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 C.A.O. will provide an annual seniority list to all employees.

### 15.03 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.

### 15.04 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;
4. If the Employee is absent from work without the Employer's consent or authorization for more than three (3) days; and
5. On the expiration of 12 months following the date of lay-off, if during such time the Employee has not been recalled to work.

## **Article 16: Job Posting, Transfers and Promotion**

16.01(a) When a permanent vacancy occurs or a new position is created in any classification, the Employer shall post notice of the vacancy for a period of at least one (1) week before filling the position. Applicants can be from inside or outside the Bargaining Unit. Such positions shall be filled by the applicant who, in the opinion of the Employer, best meets all of the requirements of the job as described in the notice of vacancy in accordance with Article 16.02(a)-(e). Bargaining unit members will be given a preference over outside bargaining applicants.

(b) If, in the opinion of the Employer, two or more bargaining unit members that are relatively equal for the requirements of the job as described in Article 16.02, preference will be given to the most senior applicant.

16.02 The notice shall contain the following information:

- (a) the nature of the position;
- (b) qualifications;
- (c) required knowledge and education;
- (d) experience; and

(e) skills.

16.03 For the purpose of administering this article, the Employer will accept applications from Employees who signify their interest in any vacancy. All applications for vacant positions shall be made in writing to the Employer.

16.04 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.

#### Trial Period

16.05 Where an individual from within the Bargaining Unit is promoted or transferred to a position in a higher classification, the Employee shall serve a trial period of three (3) months. If, at the end of that period, either the Employer or Employee deem it appropriate, the Employee may be placed back in a position comparable to the one he held prior to the promotion at his previous basic rate of pay.

#### Probationary Employees

16.06 A probationary employee shall be permitted to participate in job competitions in the same manner as non-probationary employees.

#### Transfers

16.07 No employee shall be transferred to a position outside the Bargaining Unit without his consent. If an employee is transferred to a position outside the Bargaining Unit, he shall retain his seniority accumulated up to the date of transfer, but will not accumulate further seniority.

16.08 No employee shall be transferred to another position within the Bargaining Unit without his consent and for which he is not qualified.

#### Miscellaneous

16.09 The Employer, due to specific position requirements, may require the Employee to submit to a medical assessment performed by a physician. The cost of such examination shall be borne by the Employer.

16.10 The Employee shall provide the Employer with a Driver's Abstract. The costs of such expense shall be borne by the Employer.

16.11 The Employee shall provide the Employer with a Criminal Record Check. The costs of such expense shall be borne by the Employer.

16.12 The Employer may request the Employee to provide a Children's Protection Check for the Employees whose positions require direct contact with the youth in the community. The costs of such expense shall be borne by the Employer.

- 16.13 Failure of the Employee to provide, or failure of the Criminal Record Check and/or Driver's Abstract, will result in immediate dismissal. Failure of the Employee to provide, or failure of the Children's Protection Check, will result in immediate dismissal.
- 16.14 Where, in the opinion of the Employer there is concern about the applicant's medical suitability for a position, the Employer may require the applicant to undergo a medical examination.
- 16.15 When an Employee is temporarily assigned to a work classification either higher or lower than his current classification, he shall continue to retain the basic rate of pay for his current classification or the basic rate of pay of the job to which he is temporarily transferred, whichever is higher.

## **Article 17 - Layoffs and Recalls/Non-Disciplinary Termination**

### **17.01 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.

### **17.02 Notice of Lay-Off**

Permanent Full-Time Employees shall receive fourteen (14) days' working notice, or pay in lieu thereof, of the Employer's intention to lay-off. A copy of such notice shall be provided to the Union.

- 17.03 Skill, ability and qualifications being equal, the Employer shall give lay-off notice to the Employee with the least seniority in the job classification where the lay-off occurs.

### **17.04 Re-call**

- (a) Where Employees have been laid off in accordance with Articles 17.02 and 17.03, they shall be recalled in the reverse order they were laid off to the first available job

within their classification.

- (b) The Employer will contact Employees on lay-off in person or by phone for the purpose of re-call in accordance with Article 17.04(a). Where re-call in this manner is not possible, re-call shall be deemed to have been carried out seven (7) days after the posting of a double-registered letter to the last known address of the Employee according to the Employer's records.
- (c) Where an Employee does not return to work as required, within seven (7) days of being re-called, in accordance with Article 17.04(b), the employment relationship shall be terminated.

17.05 No Employees shall be hired by the Employer until eligible Employees on lay-off have been given the opportunity to return to work in accordance with Article 17.04.

17.06 (a) The right to re-call in accordance with Article 17.04 shall continue for a period of twelve (12) months after which time the employment relationship shall be terminated.

(b) When employment is terminated in accordance with Article 17.06(a), or for any other reason without just cause, the following termination pay shall be payable based on an amount equal to the wages the Employee would have earned if the Employee had worked the applicable termination notice period as follows:

- (i) one week, if the Employee has been employed by the Employer for more than three (3) months but less than two (2) years;
- (ii) two (2) weeks if the Employee has been employed by the Employer for two (2) years or more but less than four (4) years;
- (iii) four (4) weeks if the Employee has been employed by the Employer for four (4) years or more but less than six (6) years;
- (iv) five (5) weeks if the Employee has been employed by the Employer for six (6) years or more but less than eight (8) years;
- (v) six (6) weeks if the Employee has been employed by the Employer for eight (8) years or more but less than ten (10) years; or
- (vi) eight (8) weeks if the Employee has been employed by the Employer for ten (10) years or more.

(c) If at any time during the term of this Collective Agreement the notice periods outlined in Article 17.06 (b) are less than the minimum requirements of the *Employment Standards Code* the minimum requirements of the *Employment Standards Code*, as amended from time to time, will apply.

17.07 The Employee will provide the Employer with two (2) weeks written notice when resigning from their position with the Employer.

## Article 18 – Overtime/Call Out

- 18.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of eight (8) hours per day or forty (40) hours per week for outside workers and seven and one half (7.5) hours per day or 37.5 hours per week, working five (5) days per week, for office staff.
- 18.02 Overtime shall be paid at one and one half (1½X) times the Employee's basic rate of pay or time off in lieu of overtime pay subject to Article 18.05, to be taken at a time mutually agreed between the Employer and the Employee.
- 18.03 Call Out occurs when an Employee is called back to the work site and is required to work after the completion of his regular shift on that day for each call.
- 18.04 Where an Employee is called back in accordance with Article 18.03, he shall be paid for each call:
- (a) at his basic rate of pay for all hours worked or three (3) hours at one and one-half times (1 1/2 x) his basic rate of pay, whichever is greater.
  - (b) notwithstanding Article 18.04 (a), Employees shall be paid at the overtime rate as per Article 18.02, for each hour worked during the call out period where the total hours worked in that day exceed eight (8) hours.
- 18.05 Banked overtime 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 time off shall be granted based on the overtime rate when banked times the actual hours worked. The total number of overtime hours that may be banked at any given time in a calendar year is not to exceed eighty (80) hours (i.e. one hundred and twenty (120) straight time hours). Employees may take banked time during the course of the year and bank additional hours as long as the number of hours banked at any given time in any calendar year does not exceed eighty (80) (i.e. one hundred and twenty (120) straight time hours);
  - b) Such banked over-time hours may be taken as time off in lieu mutually agreeable between the employee and Employer;
  - c) Employee will provide one (1) week notice to the Employer if a payout is required during the course of the year;
  - d) 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 Holidays

19.01 The following days shall be recognized as Statutory Holidays by the Employer for the purposes of this Article:

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

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

19.02 To qualify for statutory holiday pay, the Employee must:

- (a) have worked for the Employer no less than thirty (30) shifts in the twelve (12) month period preceding any statutory holiday;
- (b) have worked his scheduled shift immediately preceding and immediately following the statutory holiday except where the Employee is absent due to illness or an approved leave of absence of not greater than five (5) working days; and
- (c) work on the holiday when the Employee is scheduled or required to do so.

19.03 Notwithstanding Article 19.02, while:

- (a) on layoff; or
- (b) in receipt of compensation from the Workers' Compensation Board; or
- (c) an unpaid absence during which he is in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan; or
- (d) on other leaves of absence in excess of thirty (30) calendar days for any reason.

an Employee absent from work in accordance with Articles 19.03(a) – (d) shall not be entitled to:

- (i) a day off with pay, or
- (ii) payment in lieu thereof,

for the aforementioned Statutory Holidays.

- 19.04 If the Statutory Holiday occurs on a day that is not the Employee's regularly scheduled day of work and the Employee is required to work, he shall be paid two times (2X) his basic rate of pay for each hour worked.
- 19.05 If the Statutory Holiday occurs on an Employee's regularly scheduled day of work, and the Employee is required to work, he shall receive:
- (a) at two times (2X) his basic rate of pay for all hours worked;
  - (b) for Permanent and Part-time Employees, an amount that is equal to the average daily wage of the Employee.
- 19.06 Temporary and Seasonal Employees shall be paid two times (2X) their basic rate of pay for all hours worked on a Statutory Holiday.
- 19.07 If a statutory holiday falls during a Permanent Full-Time or Part-Time Employee's vacation, he shall receive an additional day with pay determined in accordance with Article 19.04.

#### **Article 20 - Annual Vacation**

20.01 Permanent Full-Time Employees shall earn annual vacation with pay based on years of Continuous Service, as follows:

- after completing one (1) year of continuous service – ten (10) days;
- after completing two (2) years of continuous service – fifteen (15) days;
- after completing seven (7) years of continuous service – twenty (20) days;
- after completing fourteen (14) years of continuous service – twenty-five (25) days;
- after completing twenty (20) years of continuous service – thirty (30) days.

An Employee's years of service shall be calculated according to the Employee's anniversary date.

20.02 Permanent Part-Time Employees, Temporary Employees and Seasonal Employees shall earn annual vacation with pay based on years of Continuous Service, as follows:

- after completing one (1) year of continuous service – 4% of regular earnings;
- after completing two (2) years of continuous service – 6% of regular earnings;
- after completing seven (7) years of continuous service – 8% of regular earnings;

- after completing fourteen (14) years of continuous service – 10% of regular earnings;
- after completing twenty (20) years of continuous service – 12% of regular earnings.

20.03 Vacation pay will be paid to Temporary Employees and Seasonal Employees as it is earned.

20.04 Vacation with pay shall not accrue during periods while an Employee is:

- (a) on lay-off;
- (b) on unpaid absence while in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan;
- (c) in receipt of compensation from Workers' Compensation Board;
- (d) on leave of absence, or
- (e) on Maternity Leave, Parental Leave or Adoption Leave.

20.05 Upon termination, Employees shall receive vacation pay based upon the vacation entitlement earned up to the date of termination.

20.06 Where a Statutory Holiday falls during a full-time Employee's vacation, he shall receive an additional day with pay added to his vacation.

20.07 (a) All Employees must receive final approval from the C.A.O. with respect to when the Employee's annual vacation is to be taken.

(b) All vacation time requests involving more than two (2) days off, save for in exceptional circumstances, must be submitted to the C.A.O. for approval a minimum of one (1) calendar month prior to the time the vacation is intended to commence.

(c) All vacation requests must be submitted by May 1<sup>st</sup> of each fiscal year.

20.08 Employees will not be permitted to carry vacation entitlement, save for in exceptional circumstances, into the year following the year when it is to be taken. Where an Employee has failed to take his vacation entitlement, the Employer reserves the right to schedule the vacation for the Employee.

## **Article 21 - Sick Leave**

21.01 Sick leave is provided by the Employer to Permanent Full-Time Employees for the purpose of maintaining the basic rate of pay for regularly scheduled shifts of Employees during absences due to illness, quarantine and accidents for which compensation is not payable under the *Workers' Compensation Act*.

21.02 The accrual and use of sick leave credits will be administered in accordance with the following:

- (a) Permanent Full-time Employees shall accumulate sick leave at the rate of two (2) days per month of full-time employment, to a maximum credit one hundred and twenty (120) days.
- (b) Permanent Part-time Employees shall accumulate sick leave based on a pro rata basis of hours worked as compared to Permanent Full-time Employees.
- (c) Seasonal Employees can accumulate sick leave at a rate of one working day for each 140 hours worked, to a maximum of twelve (12) working days per year or thirty (30) working days in total.
- (d) Sick leave credits will be accumulated in accordance with Article 21.03(a), up to a maximum credit of one hundred and twenty (120) days, provided however, that an Employee shall not be entitled to use sick leave credits prior to completion of their probationary period as per Article 9.
- (e) Sick leave credits shall not accrue during a period of absence in excess of one (1) month in the case of:
  - (i) illness;
  - (ii) injury;
  - (iii) lay-off;
  - (iv) leave of absence; or
  - (v) periods while in receipt of compensation from the Workers' Compensation Board.
- (f) When an Employee has accrued the maximum sick leave credits of one hundred and twenty (120) days, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time, the Employee shall commence accumulating sick leave credits up to the maximum once more.
- (g) If an Employee requires time off for the purpose of attending dental, physiotherapy, optical or medical appointments, provided the Employee has been given prior authorization by the Employer to do so, such absence shall be charged against the Employee's accumulated sick leave credits. Employees may be required to submit satisfactory proof of such appointments.
- (h) For the purpose of computing sick leave credit accumulation, days on which the Employee is on vacation shall be counted as working days.

- 21.03 Subject to Articles 21.01 and 21.02, an Employee granted sick leave shall be paid at his basic rate of pay for regularly scheduled shifts absent due to illness. Such amount shall be deducted from his accumulated sick leave credits up to the total amount of accumulated credits at the time the sick leave commenced.
- 21.04 Employees reporting sick shall call their work place as soon as possible. When Employees are aware that they will be absent from work for more than three (3) days, they shall advise the Employer, if requested, in writing.
- 21.05 Employees are required to submit medical proof of illness for any claim for sick leave in excess of three (3) days.
- 21.06 Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of a scheduled vacation once vacation leave has commenced. In the event that illness or injury prevents the Employee from resuming his duties at the conclusion of the vacation period, and the Employee has substantiated his claim for sick leave, income continuance thereafter will be in accordance with Article 21.03.
- 21.07 An Employee automatically reverts to Short Term Disability benefits as determined by the carrier's policy and will not be entitled to use nor accumulate sick leave credits while entitled to Short Term Disability benefits.
- 21.08 Upon termination or resignation, all sick leave credits will be cancelled and no payment for such credits made to the Employee by the Employer.
- 21.09 An Employee who is on sick leave is not permitted to be gainfully employed during the period, or to use the approved time off for personal financial gain of any sort.
- 21.10 An Employee found to be abusing sick leave, or using it for personal gain, must repay any sick leave benefits paid and will be terminated for just cause.
- 21.11 The Employer may require that an Employee be examined by an independent medical practitioner where:
- (a) There is prolonged frequent absence from work due to illness; or
  - (b) There is concern about the Employee's ability to satisfactorily perform the required duties, due to disability or illness.

## **Article 22 - Leave**

- 22.01 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.
- 22.02 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.

22.03 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.

22.04 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.

### Article 23 – Bereavement Leave

23.01 Bereavement leave will be granted to Permanent Full-Time Employees who have completed their probationary period in accordance with Article 9. For the purpose of this Article, the following definitions shall apply:

(a) "Immediate Family" shall mean:

spouse	children	step-children
parents	step-parents	brothers
sisters	mother-in-law	father-in-law
sister-in-law	brother-in-law	son-in-law
daughter-in-law	grandparents	step-grandparents
grandchildren		

The above relationships are deemed to include the current common-law relationships of the Employee.

(b) "Extended Family" shall mean:

aunts uncles nieces  
nephews cousins (once removed)

The above relationships are deemed to include the current common-law relationships of the Employee.

23.02 An Employee shall be granted bereavement leave with pay for five (5) consecutive working days, provided such leave commences within seven (7) consecutive days immediately following the death of any immediate family member. If the Employee is required to travel outside of Alberta or over 750 kilometers, the Employee shall have up to one (1) additional day for travel time.

23.03 Notwithstanding Article 23.02, an Employee may request to use available vacation entitlement in addition to the leave specified in this Article.

23.04 When additional time is required, vacation time will be considered as the first choice. Only after vacation time is exhausted will consideration be given to additional time off with pay.

23.05 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.

## **Article 24 - Maternity /Adoption Leave**

- 24.01 Maternity and adoption leave benefits shall be granted in accordance with the *Employment Standards Code* of Alberta as amended from time to time.
- 24.02 While an Employee is on maternity leave, no vacation time will accrue, nor will the Employee be eligible for statutory holiday pay or credit.
- 24.03 An Employee must give their Manager at least four (4) weeks written notice of the date on which she wishes to resume employment, or resign.
- 24.04 The Employee will be responsible for all benefits including the Employer's share while on leave;
- 24.05 An Employee, who wishes to return to work sooner than six (6) weeks following the actual delivery or pregnancy termination date, may be permitted to do so by their Manager after providing a written signed medical certificate from her physician, indicating that she is capable of performing the work and that resumption of work will not jeopardize her health.
- 24.06 If an Employee on maternity leave is unable to resume employment at the expiration of the approved period because of a medical condition of the Employee or the child arising after the delivery date, the manager may grant the Employee a further period of maternity leave, such period not to exceed three (3) weeks in duration. Under these circumstances, the Employee must provide their Manager with a written signed medical certificate from her physician, indicating her inability to resume employment.
- 24.07 If upon expiration of the extended maternity leave an Employee is still unable to resume employment on the next scheduled shift following expiration of the leave, the Employee will be deemed to have abandoned her position.
- 24.08 If an Employee resumes employment following maternity leave, her employment anniversary date remains unchanged.
- 24.09 Upon the Employee's resumption of employment, their Manager will reinstate the Employee in the position occupied at leave commencement, or engage the Employee in alternate work of a comparable nature, with no less than the same salary, entitlements and other benefits as were accrued to the Employee when maternity leave commenced.

## **Article 25 - Leave of Absence for Union Functions**

- 25.01 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 26 - Time Off for Elections**

26.01 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 27 - Payment of Wages and Allowances**

### **27.01 Pay Days**

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

## **Article 28 - Automobile Allowance**

28.01 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.

28.02 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.

28.03 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.

28.04 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 29 - Cash Shortages**

29.01 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 30 - Job Descriptions**

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

30.02 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 C.A.O. and Department Manager shall conduct the evaluations for all Employees.

30.03 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 31 - Contracting Out**

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

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

31.03 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's employment due to the contracting out.

### **Article 32 - Employee Benefits**

#### **32.01 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

32.02 Administration is responsible for ensuring all new employees have completed their benefit forms on time and correctly after six (6) months of employment and to submit the forms to the appropriate agencies.

#### **32.03 Local Authorities Pension Plan**

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

32.04 The Employer shall pay seventy-five percent (75%) of all Alberta Urban Municipality Association benefit plans used by the Village set out in 32.01.

### **Article 33 - Disposition of U.I.C. Rebate**

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

### **Article 34 - Workers' Compensation Protection**

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

## **Article 35 - Health and Safety**

### **35.01 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.

35.02 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 36 - Bulletin Boards**

36.01 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 Bulletin Boards will be located in the Recreational Complex Office and the Village Administration Office.

## **Article 37 - Personnel Records**

37.01 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.

### **37.02 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 unless an extension is reasonably requested of the Union, not to be unreasonably withheld, with copies to the Union and to 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 if there has been a period of twenty-four (24) months without any intervening incidents of discipline taking place.

**Article 38 - Present Conditions and Benefits**

**38.01 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 39 - Retroactivity**

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

**Article 40 - Term of Agreement**

**40.01 Duration**

This Agreement shall be binding and remain in effect from January 1, 2010 to December 31, 2012 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.

**40.02 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.

**40.03 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.

**40.04 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.

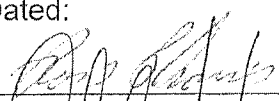
Signed this 15 day of October, 2010.

On behalf of The Village of Thorsby

  
\_\_\_\_\_  
HAROLD WYNNE  
Municipal Councillor  
Thorsby, Alberta

The Canadian Union of Public Employees, Local 30

Dated:

  
\_\_\_\_\_  
\_\_\_\_\_

**VILLAGE OF THORSBY AND CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 30  
 AGREEMENT TERM - JANUARY 1, 2010 THROUGH DECEMBER 31, 2012  
 SCHEDULE "A" - SALARIES AND WAGES**

	January 1, 2010	January 1 2011	January 1 2012
Public Works Foreman	\$23.15	\$24.08	\$25.04
Public Works Labourer II/Head Ice Maker	\$22.05	\$22.93	\$23.85
Ice Maker without Certificate	\$19.68	\$20.47	\$21.29
Ice Maker—with Certificate)	\$20.52	\$21.34	\$22.19
Complex/Public Works Assistant — Seasonal	\$10.01	\$10.41	\$10.83
Complex/Public Works Assistant — Year Round	\$15.46	\$16.08	\$16.72
Office Assistant			
Municipal Clerk	\$17.31	\$18.00	\$18.72
Complex Worker/Concession Cook (Probationary)	\$10.68	\$11.11	\$11.55
Complex Worker/Concession Cook (After Probation)	\$11.94	\$12.42	\$12.91
Concession Supervisor (Probationary)	\$13.04	\$13.56	\$14.10
Concession Supervisor (After Probation)	\$14.25	\$14.82	\$15.41
Concession Helper	\$9.21	\$9.58	\$9.96
	Special Provisions for Incumbents		
Concession Supervisor I -Karen Klatt	\$15.11	\$15.71	\$16.34