

*Town of Bonnyville  
"It's Multi-Natural"*



# **COLLECTIVE AGREEMENT**

**BETWEEN**

**TOWN OF BONNYVILLE**

**AND**

**ALBERTA UNION OF  
PROVINCIAL EMPLOYEES**

**LOCAL 118/002**

**Expires: December 31, 2018**

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Preamble

THIS AGREEMENT made this 28th day of August, 2017.

BETWEEN:

The Town of Bonnyville, a Municipal Corporation,  
(hereinafter called the "Employer")

of the first part

and

The Alberta Union of Provincial Employees,  
(hereinafter called the "Union")

on behalf of all Employees covered by this Collective Agreement

of the second part

WHEREAS the Town of Bonnyville is an Employer within the meaning of the Labour Relations Code and administers the Municipality of Bonnyville; and

WHEREAS pursuant to the provisions of the Act, the Union has the sole right to negotiate on behalf of the Employees of the Employer except those excluded under the provisions of Article 5, Union Recognition, of this Agreement; and

WHEREAS the Parties are mutually desirous of entering into a Collective Agreement with the intent to promote a harmonious relationship between the said Employees and the Employer and to set forth in this Collective Agreement rates of pay, hours of work, and other terms and conditions of employment for each Employee of the Employer, and to provide a procedure for the consideration and settlement of differences,

NOW, THEREFORE, this Agreement witnesseth that in consideration of these premises the Parties hereto mutually covenant and agree with each other as follows:

## ARTICLE 1

### Definitions

For the purpose of this Agreement:

- 1.01 "Employee" means a person assigned to a position in a classification set out in Schedule "A" of this Agreement, who has been designated by the Employer to work in one of the following categories:
- (a) "Permanent, full-time Employee" means an individual who has been appointed to a permanent full-time position and who has successfully completed the required probationary period;
  - (b) "Permanent, part-time Employee" means an individual who has been appointed to a permanent part-time position and who has successfully completed the required probationary period;
  - (c) "Continuing Term Employee" means an individual who has been hired to perform duties on a full-time or part-time basis for at least six (6) months of a calendar year and who has successfully completed the required probationary period.
  - (d) "Casual Employee" means an individual who is been hired on an as needed basis. A Casual Employee does not have seniority.
  - (e) "Temporary Employee" means an Employee who is in a temporary position and performs the duties:
    - (i) In a Full-time or Part-time position for a specified period of time up to twelve (12) months;
    - (ii) For seasonal employment or project work up to twelve (12) months;
    - (iii) To replace a Full-time or Part-time Employee who is off work due to illness, disability, injury, WCB, maternity leave, parental leave, adoption leave or other leaves of absence approved by the Employer.
    - (iv) If the Temporary Employee in sections 1.01(c)(i) and 1.01(c)(ii) is employed for more then twelve (12) months, the Temporary Employee shall become a Full-time or Part-time Employee as determined by the position occupied as a Temporary Employee.
- 1.02 Where applicable, a word used in the masculine gender applies also in the feminine gender and vice versa, and a word used in the singular applies also in the plural and vice versa.

- 1.03 "A.U.P.E." means the Alberta Union of Provincial Employees with its head office located in Edmonton, Alberta.
- 1.04 "Union representative" means a representative of the Union authorized by the Union to act on behalf of an Employee.
- 1.05 "Work day" means any day on which an Employee is normally expected to be at his place of employment.
- 1.06 "Probationary Employee" means an Employee who is serving the specified probationary period for his position.
- 1.07 "Regular hours of work" means the normal, assigned daily hours of work.
- 1.08 "Regular Union dues" means the dues, exclusive of any special levies, uniformly and regularly paid by all bargaining unit members in accordance with the Constitution and By-Laws of the AUPE.
- 1.09 "Union Steward" means an Employee in the bargaining unit who is selected by the Employees of the bargaining unit to act on behalf of those Employees.
- 1.10 "Job description" means the specific set of duties, responsibilities and conditions assigned to the incumbent of a classification.
- 1.11 "Bargaining unit" means Employees covered by the Labour Relations Board Certificate 1716-91.
- 1.12 "Classification" means a group of positions having sufficiently similar duties, responsibilities, authority, and required qualifications that a common descriptive title may be used.
- 1.13 "Employer" means the Town of Bonnyville, a municipal corporation with its head office located in Bonnyville, Alberta.
- 1.14 "Anniversary date" means the date an Employee was last hired for permanent employment.
- 1.15 "Position" means a specific set of duties, responsibilities and conditions developed for the purpose of assignment to an incumbent.
- 1.16 "Grievance" means any difference concerning the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether the difference is arbitrable.
- 1.17 "Compressed work week" means the work week scheduling arrangements resulting in the reduction of work days without affecting the regular weekly hours of work.

- 1.18 "Promotion" means the advancement of an Employee to a position paying higher wages than the position from which he came.
- 1.19 "Regular day's pay" means the regular amount of pay of an Employee for the regular hours of work or shift to which he is normally assigned.
- 1.20 "Regular rate of pay" means the rate of pay assigned to an Employee as set out in the Schedule of Wages (Schedule "A") attached to this Agreement.
- 1.21 "Weekend" means a consecutive Saturday and Sunday.
- 1.22 "Chief Administrative Officer" means a person appointed pursuant to Section 205 of the Municipal Government Act.
- 1.23 "Informal Discussion" means a Director or Supervisor may have an informal discussion with an Employee regarding work performance, behavior or actions. This informal discussion shall not be of a disciplinary nature and shall not be placed on or form part of the Employee's personnel file.

## ARTICLE 2

### Legislation and the Collective Agreement

- 2.01 In the event that any law passed by the Government of Alberta or Canada renders null and void or reduces any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the parties hereto shall negotiate, in accordance with the bargaining procedures of the *Labour Relations Code*, a satisfactory provision to be substituted for the provision rendered null and void or reduced.
- 2.02 Where a difference arises out of the provisions contained in an Article of this Collective Agreement and the subject matter is also covered in Employer regulations, guidelines, or directives, the Collective Agreement shall supersede the regulation, guideline, or directive.

## ARTICLE 3

### Application

- 3.01 This Agreement applies to an Employee:
- (a) Employed as a permanent, full-time Employee; however, where applicable, it shall be applied on a pro rata basis for a permanent, part-time Employee other than for vacation and paid holidays entitlements which shall be paid in accordance with the Employment Standards Code;

- (b) Hired for wage employment as a Casual or Temporary Employee, except that the following shall not apply:

Article 10,	Seniority
Article 16,	Grievance Procedure in the event of termination or dismissal,
Article 19,	Annual Vacation,
Article 20,	Paid Holidays,
Article 21,	Bereavement Leave,
Article 22,	Maternity/Parental Leave,
Article 26,	Salary Continuation During Illness,
Article 27,	Employee Benefits,
Article 38,	Special Leave

Vacation and paid holiday entitlements for Casual and Temporary Employees shall be paid in accordance with the *Employment Standards Code*.

In addition to his regular wage earnings, a Temporary or Continuing Term Employee shall be paid an additional six percent (6.0%) of his regular wage earnings in lieu of insurance benefits. In addition a Continuing Term Employee shall receive sick leave entitlements on a pro-rated basis pursuant to Article 26 - Salary Continuation During Illness.

- (c) Continuing Term Employees who are employed on a continual basis and who do not have a break in service with the Employer for a period longer than one hundred and twenty (120) days, shall have their previous employment recognized for the purpose of Article 10 - Seniority and Article 13 - Layoff and Recall.

#### ARTICLE 4

##### Management Rights

- 4.01 The Union recognizes that all functions, powers, authority and rights, which the Employer has not specifically abridged, delegated or modified by this Agreement, are retained by the Employer.

#### ARTICLE 5

##### Union Recognition

- 5.01 The Employer recognizes the Local as the sole and exclusive bargaining agent for Employees of the Town of Bonnyville who are covered by the Labour Relations Board Certificate No. 1716-91.



- 5.02 No Union member shall be required or permitted to make any written or verbal Agreement which may conflict with the terms of this Agreement, unless with the mutual approval of the parties.
- 5.03 There shall be no discrimination or coercion against any member for engaging in lawful activities in support of, or as a member of the Union.
- 5.04 Bargaining unit members shall be entitled to have the assistance of representatives of the Alberta Union of Provincial Employees in negotiating or re-negotiating this Agreement, and when dealing with the Employer on any matter contained in or arising from this Agreement.

## ARTICLE 6

### Dues Deduction

- 6.01 All Employees covered by this Agreement shall be required to pay regular Union dues. The Employer shall, therefore, as a condition of employment, deduct each month the amount of regular Union dues as set by the AUPE from the pay of all Employees.
- 6.02 The Employer shall remit Union dues deducted from the pay of all Employees to the AUPE by the fifteenth (15th) calendar day in the following month. The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 6.03 The deductions remitted shall be accompanied by particulars identifying each Employee by a list specifying the following:
- (a) the Employee's name;
  - (b) hourly rate of pay;
  - (c) the Employee's gross pay;
  - (d) the Employee's classification;
  - (e) the Employee's employment status.
- 6.04 The AUPE agrees to indemnify and save the Town of Bonnyville harmless against any claim or liability arising out of the application of this Article.

## ARTICLE 7

### Correspondence

- 7.01 All correspondence between the parties shall pass to and from the Chief Administrative Officer and the A.U.P.E. Representative unless the wording of a Clause or Article of the Collective Agreement provides for an alternate procedure. The secretary of Local 118/002 shall also be copied on all correspondence other than those related to individual grievances pursuant to Article 16.

## ARTICLE 8

### Time Off for AUPE/Union Business

- 8.01 The Employer shall grant, subject to operational requirements, time off without regular pay for up to three (3) members of the bargaining unit elected by the membership for the purposes of conducting collective bargaining with the Employer.
- 8.02 The Employer shall grant, subject to operational requirements, time off without loss of regular pay for a grievor and/or a Union Steward during their normal hours of work for time spent meeting with the Employer to discuss a complaint or grievance. The Employee shall first obtain permission from his immediate supervisor before leaving his worksite and shall report to his supervisor upon returning to his worksite.
- 8.03 The Employer shall normally grant, subject to operational requirements, time off without pay to not more than three (3) Employees at any one time to attend AUPE Convention, Provincial Executive meetings and Union Steward courses.
- 8.04 The Employer may grant time off without regular pay for members to participate in AUPE business not specified above.
- 8.05 The Employer shall grant, subject to operational requirements, time off without loss of regular pay or benefits for authorized Union representatives, not to exceed three (3) in number for time spent meeting with representatives of the Employer at formal Labour-Management Committee meetings where matters of mutual concern are discussed.
- 8.06 The Employer shall normally grant, subject to operational requirements, time off with pay to Employees for time spent meeting with the Employer at formal safety committee meetings during normal working hours and for meetings at any joint worksite Health and Safety Committees as provided for by the Occupational Health and Safety Act.

- 8.07 To facilitate the administration of Clauses 8.01, 8.03, and 8.04 of this Article, the Employer will grant the leave of absence with pay and invoice the Union for Employees salary or the replacement salary cost, whichever is greater, which the Union shall promptly pay.

## ARTICLE 9

### Labour-Management Committee

- 9.01 The parties agree to establish a Labour-Management Committee consisting of three (3) members of Local 118/002 and three (3) senior representatives of the Employer to discuss matters of mutual interest.
- 9.02 The Committee will concern itself with the following general matters:
- (a) Considering constructive criticisms of all activities, so that better relations exist between the Town and Employees.
  - (b) Improving and extending services to the public.
  - (c) Promoting health and safety practices.
  - (d) Reviewing suggestions as received from Employees.
  - (e) Correcting conditions which can lead to potential grievances and/or disharmony in the workplace.
  - (f) Reviewing similar matters of mutual interest that may arise from time to time.
- 9.03 An Employer Representative and a Union Representative shall each be designated by his own side as a joint chairperson, and they shall alternate in presiding over meetings.
- 9.04 The Committee shall meet at least once every three months at the call of either chairperson.
- 9.05 Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as soon as possible after the close of the meeting. The Union and the Employer shall each receive a signed copy of the minutes.

- 9.06 The Committee shall not have any jurisdiction over pay or any other item of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer. The Committee does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Union and to the Employer with respect to its discussions and conclusions.

## ARTICLE 10

### Seniority

- 10.01 Seniority is defined as length of continuous service with the Employer from the last date of hire and shall accrue to full-time, part-time, and continuing term Employees. Upon completion of his probationary period, an Employee's seniority will be made retroactive to the first date of hire.
- 10.02 The Employer shall provide an up-to-date seniority list to the Union upon request once every six (6) months.
- 10.03 The seniority of an Employee shall be lost and all rights forfeited by reason of:
- (a) resignation;
  - (b) being dismissed for just cause and not reinstated;
  - (c) retirement;
  - (d) being absent from work without permission in excess of three (3) working days for reasons not beyond his control and/or without notifying the Employer, unless such notice was not reasonably possible;
  - (e) layoff longer than twelve (12) months;
  - (f) failure to return to work within five (5) days of notice of recall. It is the responsibility of the Employee to keep the Employer informed of his/her address change.
- 10.04 An Employee shall not lose seniority rights when absent from work owing to sickness, accident, or leave of absence approved by the Employer.
- 10.05 An Employee shall not accrue seniority when on sick leave, on a leave of absence without pay or any other leave of absence in excess of thirty (30) calendar days.
- 10.06 Continuing Term Employees seniority shall be calculated on the basis of hours worked since first date of hire.

## ARTICLE 11

### Probationary Period

- 11.01 All new Employees to the bargaining unit shall serve a probationary period from the date of commencement in a position. Upon completion of his probationary period, an Employee's seniority will be made retroactive to the last date of hire.
- 11.02 Previous employment by the Employer may be considered as part of the probationary period, if in a similar position, and if approved by the Employer.
- 11.03 All Employees shall serve a probationary period of sixty (60) working days or twelve (12) months, whichever comes first.
- New Employees hired into supervisory positions within the bargaining unit shall serve a probationary period of six (6) months.
- 11.04 If in the opinion of the Employer, the Employee is found to be unsatisfactory, the Employee's probationary period may be extended by an additional three (3) months if mutually agreed to by the Union and the Employer. During the extended period, the Employee shall be given feedback regarding his performance. However, if in the opinion of the Employer, the Employee is found to be unsatisfactory, he may be terminated without notice. The Employer will provide the Employee with one (1) weeks' notice or one (1) weeks' payment of wages in lieu of notice, less the required deductions and withholdings, if terminating the Employee at its discretion during probation extended past the original three (3) months.
- 11.05 Probationary Employees may be terminated by the Employer during their probationary period without recourse to arbitration under the grievance procedure. A Step II decision shall be final and binding.
- 11.06 On commencement of employment, a new Employee shall be provided with a copy of his position description or list of duties.

## ARTICLE 12

### Job Opportunities and Training

- 12.01 Notwithstanding other Clauses in this Agreement, the Employer may fill any vacant position on a temporary basis, but such temporary employment shall not normally exceed ninety (90) calendar days from the date the position became vacant. However, permanent full-time and permanent part-time vacant positions shall not be filled on a permanent basis until present Employees have had an opportunity to apply for the position in accordance with Clause 12.03.

- 12.02 When a permanent full-time and permanent part-time position is either created or becomes vacant within the bargaining unit, and the Employer wishes to fill the position, such vacancy shall be advertised for seven (7) calendar days simultaneously both internally and externally to the bargaining unit. Once the position has been advertised within the past forty-five (45) calendar days, reposting is not necessary.
- 12.03 (a) Where the Employer has decided to fill a vacant position the Employer shall determine whether an Employee who has applied for the vacant position is qualified to fill the position.
- (b) Where promotions in a functional area are concerned, such appointments will wherever possible be made from the permanent staff of the functional area, provided that the applicant has the necessary qualifications and ability. Seniority shall be the determining factor where two or more Employees are being considered for promotion, all other factors, including ability, being equal.
- 12.04 An Employee who is promoted or transferred to a position in accordance with Clause 12.03, shall be placed on a trial period of sixty (60) working days in the new position. If the Employee does not satisfactorily perform the duties of the position, as determined by the Employer or the Employee finds the position unsuitable, he shall be reinstated in his former position or an equivalent classification at the appropriate rate of pay.
- 12.05 (a) An Employee may be required to enroll in a course of instruction to take additional training or retraining to attain certificates, licenses and permits required by the Employer. The Employer agrees to pay the full cost of any courses of instruction required by the Employer for the purpose of further qualifying an Employee in his job. Any additional expenses incurred shall be reimbursed in accordance with the Employer's Travel Expense Claim Policy. Any increases in this policy shall be forwarded to the Union.
- (b) In addition, the Employer will be responsible for arranging the enrollment of the Employee in the course of instruction; and the Employee will not suffer any loss in pay associated with the application of this article.
- (c) If an Employee does not attend a scheduled training session without providing the Employer with advance notice of their absenteeism except in extenuating circumstances, the Employee shall be responsible for reimbursing the full cost of their portion of the training course expenses.

- 12.06 Employees may request to enter into job related career development programs, including on-the-job training and temporary interdepartmental transfers, without loss of pay for the Employees concerned. In addition, the Employer will pay all costs related to career development programs unless alternate arrangements have been mutually agreed upon in writing. Such requests are subject to the approval of the Employer, but shall not be unreasonably denied.
- 12.07 In order for an Employee to be reimbursed for Employee generated or Employer required, training and development, they must obtain a passing grade as per the course of enrollment. The determination of a passing grade shall be based on submission of a final transcript.
- 12.08 Should an Employee resign or retire from the service of the Employer before completing two (2) years of service following the reimbursement, the Employee will be required to repay all registration fees and expenses to the Employer on a pro-rata basis, calculated on the length of service at resignation or retirement, as this service bears to two (2) years.
- 12.09 In the event an Employee applies for and is the successful candidate for a lower paid position, the Employee's salary shall be adjusted immediately to the applicable step on the lower pay scale.

### ARTICLE 13

#### Layoff and Recall

- 13.01 In the event of layoff, a permanent or continuing term Employee shall be given at least thirty (30) calendar days' notice of layoff except where the layoffs are caused by circumstances beyond the reasonable control of the Employer.
- 13.02 Employees shall be laid off in reverse order of seniority, provided the remaining Employees are qualified to perform the available work immediately.
- 13.03 No new Employee shall be hired until those laid off have been given an opportunity of re-employment pursuant to Clause 13.04.
- 13.04 Employees shall be recalled in order of seniority, provided they are fully qualified to perform the available work. Recall notice shall be by registered mail to the Employee's last address on record with the Employer. It is the responsibility of each Employee to notify the Employer promptly in writing of any change of address. When recalled, an Employee who fails to report to work within five (5) work days of the date of recall notice shall forfeit his claim to re-employment.
- 13.05 Notwithstanding the above, Employees that are laid off as per this Article shall have the option of accepting the Voluntary Severance as per Article 38 Voluntary Separation Allowance in lieu of recall.

- 13.06 Continuing Term Employees shall be notified at least thirty (30) calendar days in advance of the return from their break in service when operational requirements permit.

## ARTICLE 14

### Classification

- 14.01 When the duties of a classification are significantly altered by an action of the Employer or when the Employer wishes to create a new classification during the term of this Agreement, the rate of pay shall be the subject of negotiation between the Employer and the Union. If the parties are unable to agree on the rate of pay within sixty (60) calendar days, such dispute shall be submitted to arbitration in accordance with Article 16, Grievance Procedure.
- 14.02 If the Employer introduces a new classification after either party has served notice to commence collective bargaining in accordance with the Labour Relations Code, the parties shall establish the rate of pay for the new classification in accordance with the collective bargaining process.
- 14.03 The establishment or maintenance of a classification plan covering Employees within the bargaining unit shall be the responsibility of the Employer. The Employer shall develop classification specifications in accordance with the classification plan and shall provide a copy of such specifications and related job descriptions, as they become available, to the chairperson of the bargaining unit.
- 14.04 An Employee shall be entitled to submit a written request to the Employer for a classification or job review once per calendar year. The review will be based on the job as it was on the date of the request of the review and the Employee shall be advised in writing of the results within thirty (30) days from the date of the receipt of the request.
- 14.05 (a) An Employee whose position is reclassified to a higher paid position, will assume the higher rate of pay from the date of the reclassification.
- (b) An Employee whose position is reclassified to one with a lower rate of pay, through no cause of his own shall not have his basic rate of pay altered until such time the basic rate of pay in the lower paid classification is equal to or greater than his previous rate of pay at which time he will then receive the basic rate of pay for the classification to which the position is allocated.



- (c) Where the decision of the Employer relates to an Employer initiated downgrading in classification or maintaining the current classification after a review and the Employee has reason to believe they have been improperly reclassified, the affected Employee shall have the right to appeal the reclassification by submitting a grievance pursuant to Article 16 (Grievance Procedure). Should the Employee be successful in his grievance, the Employee shall be paid retroactively to thirty (30) days after the date of the request.

## ARTICLE 15

### Disciplinary Action

- 15.01 If in the opinion of the Employer an Employee's actions do not warrant disciplinary action, the Employer may have an Informal Discussion with an Employee. The Informal Discussion shall not be considered disciplinary and shall not form part of the Employee's Personnel File.
- 15.02 An Employee who is to be interviewed on a matter which may lead to disciplinary measures has the right to have a Union Steward or a Union representative present and may be given a minimum of twenty-four (24) hours notice of such meeting if it is necessary to arrange for representation from out of the area.
- 15.03 If not in itself severe enough to warrant suspension or discharge, an Employee may be given a verbal reprimand and advised that another offence will result in a written warning.
- 15.04 The Employer will within five (5) work days of an incident/matter inform the Employee in writing that disciplinary action will be taken, the nature of the disciplinary action and the reasons for such action. A copy of the Employer's letters will be sent by regular mail to the Union.
- 15.05 The Employer, the Employee and a Union Representative or Union Steward shall meet to review all the facts associated with the disciplinary action within five (5) work days of the date of the disciplinary notification. This meeting may be waived by mutual agreement of the parties.
- 15.06 An Employee may be dismissed, suspended, demoted, or given a written reprimand for just cause.
- 15.07 The time limits contained in this Article may be extended by mutual agreement of the parties, provided such agreement is in writing.

## ARTICLE 16

### Grievance Procedure

- 16.01 A grievance is defined as a difference arising out of the interpretation, application, operation or alleged violation of the Collective Agreement, including whether a difference can be the subject of arbitration.
- 16.02 Grievances between the Employer and an Employee shall be settled by following the procedure set out below:

#### Meetings during Grievance Procedure

A Union Steward or a Union staff representative shall be allowed to be present, at the grievor's request, at any level of the grievance procedure when the grievor desires such representation. The grievor's request for a discussion at any level shall not be unreasonably denied.

#### Complaint Stage

An Employee shall first discuss his complaint with his supervisor within ten (10) work days of the date on which he first became aware of the complaint or the circumstances giving rise to the complaint.

#### Step I

Failing satisfactory settlement at the complaint stage, the grievance shall be forwarded in writing to the Department Head, or his delegate, within ten (10) working days of the date on which the Employee received a reply at the complaint stage.

The grievance shall state the particulars of the grievance, the redress sought and the clause(s) claimed to be violated.

The Department Head, or his delegate, shall hear the grievance within ten (10) working days of receiving the grievance.

The Department Head, or his delegate, shall provide a decision in writing to the Employee within ten (10) working days of the grievance meeting/hearing date.

#### Step II

In order to proceed to Step II, the Employee shall have the support of the Union.

Failing satisfactory settlement at Step I, an Employee shall submit his grievance in writing to the Chief Administrative Officer, or his delegate, within ten (10) working days of the date on which he received a reply at Step I.

The Chief Administrative Officer, or his delegate shall hear the grievance within ten (10) working days of receiving the grievance.

The Chief Administrative Officer, or his delegate, shall reply to the grievance in writing within ten (10) working days of the grievance meeting/hearing date.

### Step III

If an Employee is not satisfied with the answer or settlement he received at Step II, and he wishes to pursue his grievance, he must submit his grievance to an Arbitration Board, provided that he has the written approval of the Union, within fifteen (15) working days of the receipt of the reply provided at Step II.

- 16.03
- (a) The Arbitration Board shall be comprised of one (1) member appointed by the Employer, one (1) member appointed by the Union, and a neutral chairman appointed by the other two (2) members.
  - (b) As an alternate procedure to a three-member Arbitration Board as set out in Clause 16.03(a) above, the parties may mutually agree to the appointment of a sole arbitrator.
  - (c) Within twenty (20) working days of receipt of the notice referred to in Step III above, the party receiving the grievance shall notify the other party in writing of the name of its nominee to the Arbitration Board or its choice as a sole arbitrator.
  - (d) Each party shall bear its own fees and expenses, and the fee and expenses of the Chairman, or sole arbitrator, shall be shared equally by the parties.
  - (e) If either party fails to appoint a member, or if they are unable to agree on a sole arbitrator, or if the appointed members cannot agree on a neutral chairman, such appointment shall be made in accordance with the *Labour Relations Code*.
  - (f) The Arbitration Board or single arbitrator shall not have any power to alter, amend or change the provisions of this Agreement or to substitute any new provisions for any existing provisions.
  - (g) The Arbitration Board shall as soon as practicable following the appointment of the Chairman, hear and determine the difference and shall issue an award in writing and the decision is final and binding upon the Parties and upon any Employee affected by it. The award of a majority is the award of the Arbitration Board, but if there is no majority the decision of the Chairman governs and shall be deemed to be the award of the Arbitration Board.
- 16.04
- (a) A grievor who fails to process a grievance within any time set forth in this Article, shall be deemed to have abandoned the grievance.

- (b) If the recipient of the grievance fails to respond within the time limits prescribed in the grievance procedure, the grievance may be advanced to the next step, if applicable.
- (c) The time limits contained in this Article may be extended by mutual agreement of the parties, provided such agreement is in writing.
- (d) When the postal service is used to process a grievance, all necessary correspondence between the respondents to the grievance or their representatives and the Employee and his representatives shall be by registered mail. When a grievance is processed by registered mail, the grievance shall be deemed to have been submitted on the day on which it was registered.

16.05 In the case of a difference arising from demotion, suspension or dismissal, it shall initially be presented at Step II of this Article. Union approval is not required by an Employee if he wishes to advance a grievance under this Clause.

16.06 Group Grievances

A group grievance may be initiated by more than one (1) Employee, provided that all Employees are grieving the identical issue and a list of all affected Employees is attached to the grievance, and the results of the grievance apply proportionally, if applicable, to all Employees listed on the original grievance, and shall be initiated at Step I of this procedure.

16.07 Policy Grievance

A policy grievance may be initiated where the Union, by way of a grievance signed by the President or his designate or the Employer by way of a grievance signed by the Chief Administrative Officer or his designate, seeks to enforce an obligation that is alleged to arise out of this Agreement and the obligation, if any, is not an obligation which may be the subject of a grievance of an Employee. The Employer or the Union may process such a grievance to an Arbitration Board or sole arbitrator in accordance with Clause 16.03 and Clause 16.04 commencing at Clause 16.03(a) within twenty (20) working days of the date upon which the subject of the grievance occurred or within twenty (20) working days of the date upon which the aggrieved party first reasonably became aware of the subject of the grievance. A copy of the policy grievance shall be forwarded by registered mail to the other party.

## ARTICLE 17

### Shift Work

17.01 An Employee shall not be required to change from one shift to another without at least:

- (a) twenty-four (24) hours' notice in writing of the change of work shift; and
- (b) eight (8) hours of rest between shifts.

17.02 If proper notice and rest is not provided pursuant to Article 17.01 (a) and (b) overtime rates will apply for all hours worked on the following shift at the rate prescribed in Article 25 – Overtime.

## ARTICLE 18

### Standby

- 18.01 (a) When an Employee is directed to be available to return to work outside of normal working hours, he shall be paid two dollars and seventy-five cents (\$2.75) for each hour while on standby.
- (b) This rate shall be increased to three dollars and seventy-five cents (\$3.75) per hour for standby duties performed on statutory holidays.
- 18.02 An Employee who is called back to work pursuant to Clause 18.01 above shall be compensated in accordance with Clause 25.01, Overtime, for all hours worked and will not receive less than three (3) hours pay at their regular rate of pay.
- 18.03 Compensation equivalent to a minimum of two (2) hours' pay shall be paid in accordance with Article 25, Overtime, except that all callouts within that specific two (2) hour period shall be considered as one callout for purposes of determining compensation.
- 18.04 When an Employee, while on standby, is unable to report to work when required, no compensation shall be granted for the total standby period.
- 18.05 An Employee shall not normally be required to standby on two (2) consecutive weekends or two (2) consecutive paid holidays where other qualified staff are available.
- 18.06 All Employees within a functional area shall receive the opportunity to be assigned standby on a fair and equitable basis.

## ARTICLE 19

### Annual Vacation

- 19.01 An Employee shall not take vacation leave without prior authorization from the Employer and shall be granted where operational requirements permit.

- 19.02 Where an Employee has not taken all the vacation leave to which he is entitled in any year, the unused portion of his vacation leave will be carried over into the following year. However, an Employee may not have more than five (5) work days of vacation time carried over in any year unless mutually agreed by the Employee and the Employer in writing.
- 19.03 If one or more paid holidays falls during the Employee's annual vacation period, another day or days may be added at the end of the vacation period or as may be authorized by the Employer.
- 19.04 Vacation leave shall not normally be applied for purposes other than normal vacation leave.
- 19.05 Vacation will be calculated monthly and an Employee in his first (1st) year of employment may take his vacation entitlement as it is earned, calculated at the rate of one (1) day per calendar month in which he received at least ten (10) days pay.
- 19.06 Vacation entitlements with pay shall be as set out below. A full calendar year commences January 1st and ends December 31st of the same year. An Employee who has:
- (a) completed less than one (1) year of continuous employment shall receive one (1) day per calendar month in which he received at least ten (10) days' pay;
  - (b) completed from one (1) to five (5) full calendar years of service shall receive fifteen (15) work days of vacation per calendar year;
  - (c) completed five (5) full calendar years of service shall receive fifteen (15) work days of vacation per annum plus one (1) extra day of vacation for each additional year of service in excess of five (5) years to a maximum entitlement of thirty (30) working days per annum.
- 19.07 If an Employee has to take certificated sick leave during a period of annual vacation leave, the Employee shall be granted sick leave for the period of certified illness and his annual vacation leave credits shall be restored to the extent of any corresponding sick leave granted, provided that it does not exceed the amount of vacation leave that the Employee had applied for before becoming ill.

## ARTICLE 20

### Paid Holidays

20.01 Subject to other Clauses of this Agreement and with the exception of the half day paid leave on Christmas Eve, Employees are entitled to one (1) day's paid leave for each of the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Family Day	½ Day Christmas Eve
Easter Monday	

Employees shall be entitled to one (1) day's paid leave which may be taken at any time during the calendar year, provided that the Employer has first authorized such absence with due regard for operational requirements.

20.02 To be eligible for paid holidays under Clause 20.01 an Employee must:

- (a) have been employed by the Employer and worked for twenty (20) working days during the immediately preceding twelve (12) months, and
- (b) have worked, or have been on an approved leave of absence with pay, the scheduled day immediately preceding and immediately following the paid holiday.

20.03 When any of the above-noted holidays falls on the Employee's scheduled day off, the Employee shall receive another day off with pay at a time mutually agreed upon by the Employer and the Employee.

20.04 When an Employee works on a day observed as a paid holiday listed in Clause 20.01, he shall be entitled to choose either:

- (a) his regular salary plus double (2X) time his regular rate of pay for all hours worked; or
- (b) double (2X) time his regular rate of pay for all hours worked plus a day off in lieu with pay at a time mutually agreed upon by the Employer and the Employee.

20.05 Paid holidays shall be observed on the calendar day on which they fall unless otherwise mutually agreed to by the parties.

## ARTICLE 21

### Bereavement Leave

- 21.01 An Employee not on leave of absence without pay and who has completed his initial probationary period shall be granted, upon application, special leave at his basic rate of pay in the following circumstances; for bereavement within the immediate family, the Employee shall be granted leave to a maximum of four (4) days leave. In addition, an Employee shall be granted up to a maximum of two (2) travel days where the distance to be traveled is in excess of two hundred and fifty (250) kilometers one way. For the purposes of such bereavement leave, immediate family shall be taken to include the Employee's spouse (including common-law spouse), or any of the following relations of an Employee or spouse (including common-law spouse and/or same sex relationship) - parent, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister, or the husband or wife of any of them.

## ARTICLE 22

### Maternity/Parental Leave

- 22.01 An Employee shall be granted leave without pay for maternity/parental reasons for a period not to exceed fifty-three (53) weeks from the date of leaving to the date of return, provided the Employee has completed ninety (90) days of continuous service before commencing leave and that the Employee applies one month prior to the date of delivery.
- 22.02 An Employee granted maternity/parental leave shall be returned to her former position, or be placed in another position mutually agreed upon at the same rate of pay, upon returning to work.
- 22.03 Where an Employee opts to remain on the Employer's benefit package for the period of maternity/parental leave, the Employer shall continue to pay its share of the benefit package.

## ARTICLE 23

### Court Leave

- 23.01 When an Employee is summoned or subpoenaed as a witness or defendant to appear in court in his official capacity to give evidence or to produce Employer records, or is required to serve as a juror under the Jury Act, he shall be allowed leave with pay, but any monies receivable by him shall be paid to the Employer.



## ARTICLE 24

### Hours of Work

- 24.01 (a) The normal working hours for all Employees shall be forty (40) hours per week and eight (8) hours per day. All Employees, including Pool, shall work Monday through Sunday inclusive, except Public Works Employees and Development Technician, whose normal work week is Monday through Friday.
- (b) Notwithstanding Clause 24.01(a), the normal working hours for FCSS Programmer and Administrative Support shall be thirty-five (35) hours per week, seven (7) hours per day, Monday through Friday inclusive.
- (c) All other FCSS Employees shall be employed based on the hours of work required for the programs in which they work.
- (d) Employees will not be required to work on more than two consecutive weekends (Saturday or Sunday) where other qualified staff are available.
- (e) Water Treatment Employees shall consist of a scheduled period of ten (10) consecutive hours of work which will include a paid one-half (1/2) hour for a meal. These Employees shall receive every second weekend off.
- (f) The Land Fill Operator and Land Fill Scale Attendant normal working hours shall be eight (8) hours per day Tuesday through Saturday inclusive.
- 24.02 The sole purpose in defining the normal hours of work in this Article is to provide the basis for calculating overtime. It shall not be construed as a guarantee of hours per day or per week.
- 24.03 Employees will normally be allowed two (2) fifteen (15) minute rest breaks and up to one (1) hour meal break during each full shift. These breaks shall be taken at a time determined by the Employee's immediate supervisor. The rest breaks shall be with pay and shall be taken at a location to be determined by the Employee's manager.
- 24.04 The Employee may request and the Employer may introduce a modified or compressed work week in any area after consultation with the Union.
- There shall be no duplication or reduction of entitlements as a result of this modification:
- (a) A functional area may implement a flex-time or modified work week system, provided that the Employee's participation is voluntary and that services or operations are not adversely affected.

- (b) All Employees in a functional area shall work with the Employer to average their starting times, lunch times, and finishing times in the form of a mutually agreed upon written schedule.
- (c) An Employee may accumulate or bank up to one normal day's working hours which shall be taken as time off with pay. Those banked hours must have been worked in addition to the normal daily hours. Normally this will result in one day being taken off by an Employee every three or four weeks.
- (d) Authorized overtime hours may not be used for this system.
- (e) If the flex-time or modified work week system becomes impractical, the Employer may terminate it with thirty (30) days' advance notice.
- (f) An Employee will not be required to work a split shift involving a break longer than the meal period except by written mutual agreement between the Employee and the Employer.

## ARTICLE 25

### Overtime

- 25.01 An Employee is entitled to overtime compensation for all overtime worked by him, calculated to the nearest quarter hour, at double time (2X) the regular rate of pay.
- 25.02 An Employee whose duties require him to periodically work away from his normal place of employment and who is entitled to claim payment for meals, shall not be paid for the time spent taking such meals.
- 25.03 An Employee shall not be entitled to claim overtime for work during an authorized rest period but shall take compensating time off later in the day as directed by the Employer.
- 25.04 The Employer may require an Employee to attend seminars, workshops, courses, conferences, and like events outside his normal hours of work. Where the Employer pays for or subsidizes such events, an Employee shall receive straight time off in lieu of overtime for those hours so spent up to the daily equivalent of his normal hours of work for each day or partial day in attendance for such events.
- 25.05 Overtime shall be calculated from the rate of pay in effect at the time overtime is worked regardless of any subsequent retroactive change in that rate.

- 25.06 Notwithstanding Clause 25.01, an Employee may occasionally be required to work extra time up to fifteen (15) minutes immediately following a shift, or immediately prior to coming on shift, without payment.
- 25.07 If an Employee chooses he may bank overtime hours earned to a maximum of eighty (80) hours unless otherwise permitted to be taken at a mutually agreeable time later. Any time banked must be taken within twelve (12) months of the time worked or will be paid out at the rate the overtime was earned.

## ARTICLE 26

### Salary Continuation During Illness

- 26.01 Salary continuation is sponsored by the Employer to protect the Employee in the event of an unavoidable illness or injury not covered by the *Workers' Compensation Act* or by other benefits provided by the Employer.
- 26.02 Salary continuation benefits will not be paid by the Employer for absence due to intentional injury or injuries received while in the employ of any other Employer.
- 26.03 After three (3) months' continuous service, each Employee shall be entitled to salary continuation credits computed from the date of commencement of employment at the rate of one and one-half (1 1/2) working days for each full calendar month of employment worked to a maximum of one hundred and twenty (120) working days.
- 26.04 Where a permanent Employee is on sick leave covered by the Workers' Compensation Board or the Weekly Indemnity Plan, the difference up to his full pay shall be paid from his accumulated salary continuation credits at 1/3 of a day per day for the Weekly Indemnity Plan, and at 1/10 of a day per day for the Workers' Compensation Board benefit, until the credits are exhausted or one year has elapsed from the commencement of the sick leave, whichever is the lesser.
- 26.05 In the event an Employee wrongfully claimed salary continuation or abuses the privileges, he shall be subject to disciplinary action.
- 26.06 Salary continuation credits do not continue to accumulate during a period of illness. One day is deducted from accumulated credit for each day of illness paid for.
- 26.07 (a) A proper medical certificate or other satisfactory proof of illness may be requested by the Employer for any absence due to injury or illness. This request shall be issued prior to an Employee's return to work and the certificate shall be given to the Employer on the first day the Employee returns to work.

- (b) The Employer may request additional medical proof when there is a clear indication the returning Employee is incapable of performing their regular duties.
  - (c) Any costs associated with requests by the Employer pursuant to 26.04 shall be borne by the Employer.
- 26.08 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical, or medical appointment, such leave shall be charged against her accumulated salary continuation credits.
- 26.09 An Employee who is hospitalized during his vacation period may opt to have any portion of the lost paid vacation time deferred and rescheduled.
- 26.10 An Employee may request to use any accumulated salary continuation credits for the purpose of attending to a serious illness within the immediate family.
- 26.11 Employees reporting an illness shall call or notify their Director or Supervisor as soon as possible and where possible two (2) hours prior to the commencement of their shift. When the Employee becomes aware, due to the nature of the illness/injury, that they may be absent from work for more than three (3) consecutive days they shall inform the Employer of their expected return date.

## ARTICLE 27

### Employee Benefits

- 27.01 The Employer will make available group health, insurance and/or pension plans from an insurer or insurers of its choice for the benefit of Employees covered by this Agreement.
- 27.02 When enrolment and all other requirements for participation in the various plans have been met, the Employer will sponsor such plans to the maximum amount set out below:

	<u>Premiums</u>	
(a) Alberta Health Care	)	
	)	
(b) Life Insurance and Accidental	)	
Death and Dismemberment Insurance	)	
	)	
(c) Dependent Life Insurance	)	
	)	
(d) Weekly Indemnity Insurance	)	85%
	)	
(e) Long Term Disability Insurance	)	

(f) Extended Health Insurance )

(g) Dental Insurance )

(h) Vision Insurance )

27.03 When Employees are entitled to receive disability benefits, either through the Weekly Indemnity Plan or the Long Term Disability Plan, the Employer shall continue to pay the premiums outlined in Article 27.02 for the Employees concerned.

27.04 For an Employee in receipt of Long Term Disability, the Employer shall maintain the Employees pre-disability position, classification and work location for twenty-four (24) months commencing the first day of acceptance on to Long Term Disability.

At the expiry of twenty-four (24) months an Employee that is deemed fit to return to work and her pre-disability position is not available she shall be returned to a comparable position in her pre-disability classification without loss of seniority or pay. If an Employee is deemed fit to return to work but not in her pre-disability position, she may be placed in another position that can accommodate the Employees disability without causing undo hardship to the Employer.

## ARTICLE 28

### Wages and Entitlements

28.01 The Employer shall pay wages bi-weekly as set out in Schedule "A" attached hereto and forming part of this Agreement.

## ARTICLE 29

### Notice of Resignation

29.01 An Employee shall give the Employer a minimum period of ten (10) work days' notice of termination of employment, if he wishes to resign in good standing, except where there is mutual agreement to a lesser period of notice.

29.02 At the discretion of the Employer, failure to call and/or attend work for a period of five (5) days, unless reasonably prevented from doing so, will be considered a Resignation Due to Abandonment.

## ARTICLE 30

### Acting Incumbent

- 30.01 To receive acting incumbency pay, an Employee shall be designated in writing by the Employer to perform the principal duties of a higher paid position within the bargaining unit for a minimum period of five (5) consecutive work days, during which time he may be also required to perform some of the duties of his regular position. On the completion of the minimum five (5) day qualifying period in an acting incumbency position, an Employee shall be eligible for acting incumbency pay for the total period of acting incumbency, including the five (5) day qualifying period. Acting provisions shall not apply where an Employee is designated only limited additional duties.
- 30.02 Where an Employee qualifies in an acting incumbency position, he shall receive a minimum of three (3%) percent of his current regular rate of pay in addition to his regular rate of pay or the minimum salary for the higher paid position, whichever is the greater.

## ARTICLE 31

### Uniforms and Protective Clothing

- 31.01 Where the Employer determines that uniforms, bathing suits, coveralls, smocks, or such items should be provided for the protection of the Employee's personal garments, such items shall be provided, replaced and cleaned as approved by the Employer. All such items, except bathing suits, remain the property of the Employer.
- 31.02 An allowance of up to one hundred and seventy-five dollars (\$175.00) will be provided to those Employees required by the Employer to wear safety footwear. This allowance shall be paid on the Employee's anniversary date of employment, or earlier as approved by the Employer.
- When a new Employee has successfully completed his probationary period, he will immediately be reimbursed up to one hundred and seventy-five dollars (\$175.00) towards the cost of purchase of his safety footwear.
- 31.03 The Employer's contribution under this article shall not exceed the actual cost of the footwear and shall be paid only upon receipt of a proof of purchase. Any unused portion of this allowance may be carried over for one (1) year only.

- 31.04 An allowance of up to one hundred and fifty dollars (\$150.00) per year shall be provided to all inside workers to assist in maintaining a business casual appearance for their position. The allowance under this clause shall not exceed one hundred and fifty dollars (\$150.00) and shall only be paid upon receipt of a proof of purchase. Any unused portion of this allowance may be carried over for one (1) year only.

## ARTICLE 32

### Shift Differential/Weekend Premium

- 32.01 Where, because of operational requirements, an Employee is scheduled by the Employer to work shifts, that Employee shall receive in addition to his regular rate of pay one dollar and fifty cents (\$1.50) per hour for working a shift where at least one half of the hours in such a shift falls between 4 p.m. and 8 a.m.
- 32.02 An Employee who works Saturdays or Sundays as part of his regular work week shall receive in addition to his regular rate of pay a weekend premium of one dollar and fifty cents (\$1.50) for each hour worked from midnight, Friday to midnight, Sunday. The weekend premium shall not be paid to an Employee who is not regularly scheduled to work weekends and receives overtime compensation for working Saturdays or Sundays as a day of rest.
- 32.03 For the purposes of this Article, a shift refers to the daily equivalent of the normal hours of work as set out in Article 24, Hours of Work. An Employee who works less than the daily equivalent normal hours of work shall be paid shift differential, provided he works a minimum of four (4) hours within the period between 4:00 p.m. and 8:00 a.m.
- 32.04 At no time shall shift differential or weekend premium be included with an Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits. Shift differential shall not be paid on any hours for which an Employee receives overtime compensation.

## ARTICLE 33

### Personnel File and Employee Performance

- 33.01 The personnel file referred to in this Article is the personnel file of an Employee maintained by the Employer. Except as provided hereinafter, this file shall contain copies of all documentation pertaining to the Employee. The parties mutually agree that no information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning Employee eligibility for Long Term Disability Insurance shall be contained in this file.

- 33.02 The Employee will be provided with a copy of all correspondence or written notices pertaining to his conduct or performance which are placed on his personnel file.
- 33.03 When a formal assessment of an Employee's performance is made, the Employee and his supervisor shall jointly review the assessment and the Employee concerned shall be given the opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read and are understood. The Employee shall have the right to have placed on his personnel file any written comments he may have related to his performance appraisal.
- 33.04 Any notice of disciplinary action which may have been placed on the personnel file of an Employee shall be purged from the record after eighteen (18) calendar months have elapsed, provided that the Employee's file does not contain any further record of disciplinary action during that eighteen (18) month period, and the disciplinary action is not the subject of an unresolved grievance.
- 33.05 An Employee shall be entitled to view his personnel file upon request once in every year, and, as well, in the event of a grievance. The Employee's examination of his personnel file shall take place in the presence of an authorized representative of the Employer. The Employee may request that he be accompanied by a Union representative during such examination, and he shall be further entitled, upon request, to a copy of any information in the file not already in his possession.

## ARTICLE 34

### Health and Safety Committee

- 34.01 There shall be one safety committee for the Employer on which the Union shall be represented. There shall be a minimum of four (4) permanent members of this committee half of which shall be appointed by the Union.
- 34.02 An Employer Representative and a Union Representative shall each be designated by his own side as a joint chairperson, and they shall alternate in presiding over meetings.
- 34.03 The Committee shall meet at the call of either chairperson. Members of the Committee shall normally receive a notice and agenda for the meeting at least forty-eight (48) hours in advance of the meeting.
- 34.04 Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as soon as possible after the close of the meeting. The Union and the Employer shall each receive a signed copy of the minutes.
- 34.05 The Employer will organize and pay the costs incurred when an Employee takes approved First Aid Training as required by the *Occupational Health and Safety Act*.



## ARTICLE 35

### Leave of Absence Without Pay

35.01 The Employer may grant an Employee leave of absence without pay, without loss of seniority or benefits up to one (1) year for circumstances not covered elsewhere in this Agreement. All such requests shall be made in writing and approved by the Employer subject to operational requirements.

The Employee shall not accrue any credits for vacation and sick time during the period of absence, if such absence exceeds ten (10) working days.

35.02 An Employee who at the commencement of a Leave Without Pay is participating in the Group Extended Medical Benefits Plan, the Group Dental Plan and the Group Life Insurance Plan shall continue to be covered under these Plans throughout the total period the Employee is on a Leave Without Pay, and the Employer and Employee premium contributions shall be paid by the Employee.

## ARTICLE 36

### Upgrading Leave

36.01 Special leave with pay up to a maximum of one (1) day per subject may be granted to an Employee required to take a written examination or some form of testing in connection with an Employer approved course at an accredited school or similar training establishment, provided the Employee has demonstrated that the examination to be written relates to a course of study which is directly related to the Employee's duties, and can be considered as improving his qualifications and ability to perform those duties, and that the examination shall be conducted in the nearest examination centre to Bonnyville.

## ARTICLE 37

### Special Leave

- 37.01
- (a) An Employee who changes their place of residence shall be allowed leave with pay not exceeding one (1) day in any calendar year.
  - (b) Leave of absence with pay will be granted to an Employee, subject to the approval of the Employer, to a maximum of five (5) working days in each calendar year.
    - (i) pallbearer or mourner;

- (ii) illness within the immediate family, (as per the definition in Article 21). An additional five (5) working days may be granted due to a serious illness in the family;
- (iii) administering an estate;
- (iv) deal with disaster conditions requiring an Employee's personal attention.

#### 37.02 Compassionate Care Leave

An Employee shall be granted Compassionate Care Leave as per the changes in the Employment Standards Code effective January 1, 2018.

- (a) An Employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay for up to twenty-seven (27) weeks but with benefits at the normal cost-sharing, for a period up to six (6) weeks. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefits under Employment Insurance legislation.
- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Compassionate Care Leave.

### ARTICLE 38

#### Voluntary Separation Allowance

- 38.01 The Separation Allowance as outlined in the attached Schedule, is available as an alternative to and if selected by an Employee who is being laid off, in lieu of the provisions of Article 13 of the Collective Agreements entered into by the Parties.
- 38.02 The Separation Allowance will be available for Full-time and Part-time Employees on a pro-rated basis. Eligible Employees will be entitled to receive the Separation Allowance at their regular Basic Rate of Pay in effect at the time of election, according to the attached Schedule.
- 38.03 Where an eligible Employee has made an election to accept the Separation Allowance, the election shall only be altered by agreement of the Employee and Employer. Separation of employment shall occur at a time selected by the Employer. Employees shall make their election for Separation Allowance prior to the expiration of six (6) months on layoff.

## SCHEDULE - VOLUNTARY SEPARATION ALLOWANCE

Full Years of Continuous Employment:	Separation Pay in Weeks of Pay
1	4
2	5
3	6
4	7
5	10
6	12
7	14
8	16
9	18
10	20
11	22
12	24
13	26
14	28
15	30
16	32
17	34
18	36
19	38
20	40

### ARTICLE 39

#### Contracting Out

39.01 No bargaining unit Employee shall be laid off, terminated or have their hours of work reduced as a result of the Employer contracting out any of its work or services.

### ARTICLE 40

#### Job Sharing

It is understood that the parties involved will follow these terms when instituting a job sharing arrangement.

40.01 The sharing of a position within the collective agreement shall be allowed where operational requirements permit and providing it does not result in the loss of a bargaining unit position.

40.02 The job sharing arrangement shall be on a trial basis for a period of sixty (60) working days and during that time either of the individuals involved or the Employer may opt out of this arrangement. In that event, each Employee would revert back to their former position.

After the sixty (60) working days period the job sharing arrangement may only be changed by mutual agreement of all parties.

40.03 All applicable benefits and entitlements will be pro-rated where practicable according to the hours worked by the individuals.

## ARTICLE 41

### Town of Bonnyville Facilities

41.01 All Employees including their immediate family shall receive free access to public, family and lane swimming. In addition, they shall be entitled to free library cards.

41.02 For the purpose of Clause 41.01, immediate family shall include the Employee's spouse (including common-law spouse and/or same sex relationship) son and daughter.

## ARTICLE 42

### Classification and Wage Rate

The implementation of Schedule "A" shall occur on the following basis.

42.01 Any Employees hired after the date of ratification by the parties to the collective agreement shall commence at the job rate of Schedule "A" and shall remain at the rate until their probationary period is successfully completed pursuant to Article 11 - Probationary Period.

The Employee will then proceed to Level I after one full year of employment is completed.

42.02 All level movements shall be subject to one year continuous employment and a favourable performance appraisal.

42.03 Any unfavourable performance appraisals may be subject to a grievance with full access to Article 16 - Grievance Procedure.

42.04 Amounts in excess of one (1) normal increment per year may be awarded at the discretion of management.

## ARTICLE 43

### Term of Agreement

- 43.01 This Agreement shall be effective from the first of the month following the date of signing and shall remain in full force and effect until December 31, 2018, and shall continue in force from year to year thereafter until a replacement Agreement is established under the *Labour Relations Code*.
- 43.02 Any amendments deemed necessary in the Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 43.03 Either party desiring to propose changes or amendments to this Agreement shall, between the period of sixty (60) and one-hundred and twenty (120) days prior to the termination date, give notice in writing to the other of the changes or amendments proposed.
- 43.04 There shall be no illegal strikes or illegal sanctions taken by the Union or its members against the Employer, nor shall there be any illegal lockouts or illegal sanctions taken by the Employer against the Union or its members during the life of this Agreement.

# SCHEDULE "A"

## Town of Bonnyville 2017 Classification and Wage Rates

Classification	Job Rate	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level
Admin Support I	20.98	21.40	21.83	22.26	22.71	23.16	23.62	24.10	24.58	25.07	25.57
Admin Support II	24.86	25.35	25.86	26.38	26.91	27.44	27.99	28.55	29.12	29.71	30.30
Admin Support III	26.70	27.24	27.78	28.34	28.91	29.48	30.07	30.67	31.29	31.91	32.55
Building Maint Operator	31.68	32.32	32.96	33.62	34.30	34.98	35.68	36.39	37.12	37.86	38.62
Development Technician	30.07	30.67	31.28	31.91	32.55	33.20	33.86	34.54	35.23	35.93	36.65
IT Development Technician	30.07	30.67	31.28	31.91	32.55	33.20	33.86	34.54	35.23	35.93	36.65
Early Childhood Educator I	15.52	15.83	16.15	16.47	16.80	17.14	17.48	17.83	18.19	18.55	18.92
Early Childhood Educator II	18.88	19.25	19.64	20.03	20.43	20.84	21.26	21.68	22.12	22.56	23.01
Early Childhood Educator III	21.76	22.19	22.63	23.09	23.55	24.02	24.50	24.99	25.49	26.00	26.52
FCSS Programmer	27.52	28.07	28.63	29.21	29.79	30.39	30.99	31.61	32.25	32.89	33.55
Guard, Head	21.51	21.94	22.38	22.83	23.29	23.75	24.23	24.71	25.21	25.71	26.22
Guard, Intermediate	19.85	20.24	20.65	21.06	21.48	21.91	22.35	22.80	23.25	23.72	24.19
Guard, Junior	16.54	16.87	17.21	17.56	17.91	18.27	18.63	19.00	19.38	19.77	20.17
Instructor	35.03	35.73	36.44	37.17	37.91	38.67	39.45	40.23	41.04	41.86	42.70
Labourer I	12.94	13.20	13.46	13.73	14.00	14.28	14.57	14.86	15.16	15.46	15.77
Labourer II	17.47	17.82	18.18	18.54	18.91	19.29	19.68	20.07	20.47	20.88	21.30
Casual Pool Administrative Support	17.47	17.82	18.18	18.54	18.91	19.29	19.68	20.07	20.47	20.88	21.30
Landfill Operator	27.25	27.79	28.35	28.92	29.50	30.09	30.69	31.30	31.93	32.57	33.22
Landfill Scale Attendant	20.98	21.40	21.83	22.26	22.71	23.16	23.62	24.10	24.58	25.07	25.57
Mechanic	34.64	35.34	36.04	36.76	37.50	38.25	39.01	39.79	40.59	41.40	42.23
Pool Supervisor	31.18	31.80	32.44	33.09	33.75	34.42	35.11	35.81	36.53	37.26	38.01
PW Operator I	27.25	27.79	28.35	28.92	29.50	30.09	30.69	31.30	31.93	32.57	33.22
PW Operator II	28.46	29.03	29.61	30.20	30.81	31.42	32.05	32.69	33.35	34.01	34.69
PW Operator III	31.42	32.05	32.69	33.34	34.01	34.69	35.39	36.09	36.81	37.55	38.30
Parks Supervisor	34.64	35.34	36.04	36.76	37.50	38.25	39.01	39.79	40.59	41.40	42.23
Transportation Supervisor	34.64	35.34	36.04	36.76	37.50	38.25	39.01	39.79	40.59	41.40	42.23
Utilities Supervisor	34.64	35.34	36.04	36.76	37.50	38.25	39.01	39.79	40.59	41.40	42.23
Welder	34.64	35.34	36.04	36.76	37.50	38.25	39.01	39.79	40.59	41.40	42.23
WT Operator II	31.28	31.91	32.54	33.19	33.86	34.54	35.23	35.93	36.65	37.38	38.13
WT Plant Operator I	28.46	29.03	29.61	30.20	30.81	31.42	32.05	32.69	33.35	34.01	34.69
WT Plant Supervisor	34.64	35.34	36.04	36.76	37.50	38.25	39.01	39.79	40.59	41.40	42.23

# SCHEDULE "A"

## Town of Bonnyville 2018 Classification and Wage Rates

Classification	Job Rate	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level
Admin Support I	21.29	21.72	22.16	22.60	23.05	23.51	23.98	24.46	24.95	25.45	25.96
Admin Support II	25.23	25.74	26.25	26.78	27.31	27.86	28.42	28.98	29.56	30.16	30.76
Admin Support III	27.10	27.64	28.20	28.76	29.33	29.92	30.52	31.13	31.75	32.39	33.04
Building Maint Operator	32.16	32.80	33.45	34.12	34.81	35.50	36.21	36.94	37.67	38.43	39.20
Development Technician	30.52	31.13	31.75	32.39	33.04	33.70	34.37	35.06	35.76	36.48	37.20
IT Development Technician	30.52	31.13	31.75	32.39	33.04	33.70	34.37	35.06	35.76	36.48	37.20
Early Childhood Educator I	15.75	16.07	16.39	16.72	17.05	17.39	17.74	18.10	18.46	18.83	19.20
Early Childhood Educator II	19.16	19.55	19.94	20.34	20.74	21.16	21.58	22.01	22.45	22.90	23.36
Early Childhood Educator III	22.09	22.53	22.98	23.44	23.91	24.39	24.87	25.37	25.88	26.40	26.92
FCSS Programmer	27.93	28.49	29.06	29.64	30.24	30.84	31.46	32.09	32.73	33.38	34.05
Guard, Head	21.83	22.27	22.71	23.17	23.63	24.11	24.59	25.08	25.58	26.09	26.61
Guard, Intermediate	20.15	20.55	20.96	21.38	21.81	22.24	22.69	23.14	23.61	24.08	24.56
Guard, Junior	16.79	17.12	17.47	17.82	18.17	18.54	18.91	19.28	19.67	20.06	20.46
Instructor	35.56	36.27	36.99	37.73	38.49	39.26	40.04	40.84	41.66	42.49	43.34
Labourer I	13.13	13.40	13.66	13.94	14.22	14.50	14.79	15.09	15.39	15.70	16.01
Labourer II	17.73	18.09	18.45	18.82	19.19	19.58	19.97	20.37	20.78	21.19	21.62
Casual Pool Administrative Support	17.73	18.09	18.45	18.82	19.19	19.58	19.97	20.37	20.78	21.19	21.62
Landfill Operator	27.66	28.21	28.78	29.35	29.94	30.54	31.15	31.77	32.41	33.05	33.72
Landfill Scale Attendant	21.29	21.72	22.16	22.60	23.05	23.51	23.98	24.46	24.95	25.45	25.96
Mechanic	35.16	35.86	36.58	37.31	38.06	38.82	39.60	40.39	41.20	42.02	42.86
Pool Supervisor	31.65	32.28	32.93	33.58	34.26	34.94	35.64	36.35	37.08	37.82	38.58
PW Operator I	27.66	28.21	28.78	29.35	29.94	30.54	31.15	31.77	32.41	33.05	33.72
PW Operator II	28.89	29.46	30.05	30.66	31.27	31.89	32.53	33.18	33.85	34.52	35.21
PW Operator III	31.89	32.53	33.18	33.84	34.52	35.21	35.91	36.63	37.37	38.11	38.88
Parks Supervisor	35.16	35.86	36.58	37.31	38.06	38.82	39.60	40.39	41.20	42.02	42.86
Transportation Supervisor	35.16	35.86	36.58	37.31	38.06	38.82	39.60	40.39	41.20	42.02	42.86
Utilities Supervisor	35.16	35.86	36.58	37.31	38.06	38.82	39.60	40.39	41.20	42.02	42.86
Welder	35.16	35.86	36.58	37.31	38.06	38.82	39.60	40.39	41.20	42.02	42.86
WT Operator II	31.75	32.38	33.03	33.69	34.37	35.05	35.75	36.47	37.20	37.94	38.70
WT Plant Operator I	28.89	29.46	30.05	30.66	31.27	31.89	32.53	33.18	33.85	34.52	35.21
WT Plant Supervisor	35.16	35.86	36.58	37.31	38.06	38.82	39.60	40.39	41.20	42.02	42.86

Letter of Understanding

between

The Town of Bonnyville

and the

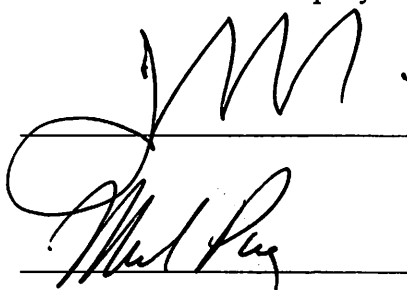
Alberta Union of Provincial Employees  
(on behalf of Local 118/002)

**Re: Pool Staff**


The Parties agree that the operation of and requirements of Article 24 may be waived by mutual agreement between the Employee and the Employer under the following terms and conditions.

- Pool staff who are scheduled to work a combination of week days and weekends will not in any event be scheduled to work more than three (3) consecutive weekends. Any hours worked in excess of the full time hours in a one (1) week period shall be paid at overtime rates.
- Pool staff who are only scheduled to work weekends may agree to work more than three (3) consecutive weekends. Any hours worked in excess of full time hours in a one (1) month period shall be paid at overtime rates.

On Behalf Of the Employer

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

On Behalf of the Union

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



Letter of Understanding

between

The Town of Bonnyville

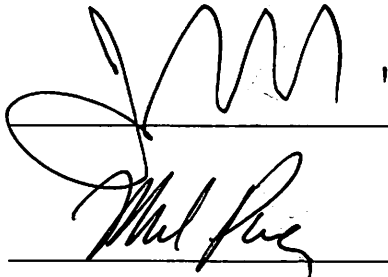
and the

Alberta Union of Provincial Employees  
(on behalf of Local 118/002)

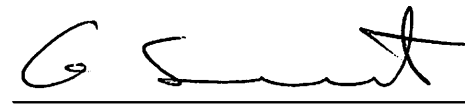
**Re: Flex Spending Account**

The Parties agree that the Town of Bonnyville has a Flex Spending Account pursuant to our Employee Wellness Policy. Effective the first pay period after ratification, full-time employees will be eligible to receive up to four hundred (\$400.00) dollars per year and part-time employees will be eligible to receive up to two hundred (\$200.00) dollars per year. Effective January 1, 2018, full-time Employees will be eligible to receive up to five hundred (\$500.00) dollars per year and part-time employees will be eligible to receive up to two hundred and fifty (\$250.00) dollars per year.

On Behalf Of the Employer

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

On Behalf of the Union

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

Letter of Understanding

between

The Town of Bonnyville

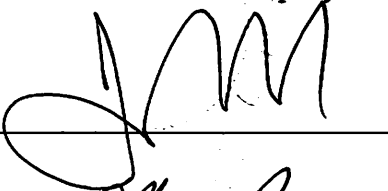
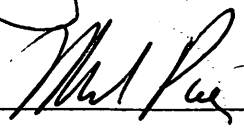
and the

Alberta Union of Provincial Employees  
(on behalf of Local 118/002)


**Re: Harassment**

The Parties agree that should an employee feel that he/she has been subject to harassment within the workplace, the employee shall contact the Town of Bonnyville Human Resources Department to obtain a copy of the Town's Harassment Policy which outlines the steps the employee should take.

On Behalf Of the Employer

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

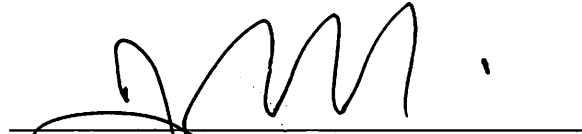
On Behalf of the Union

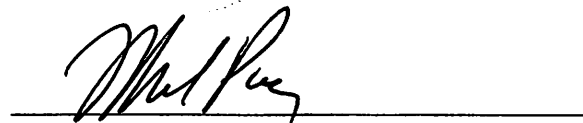
  
\_\_\_\_\_  
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IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers on their behalf the day and year first written below.

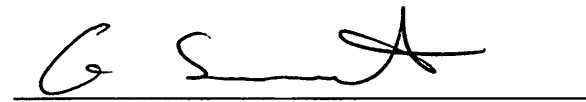
DATED at Bonnyville, Alberta this 2<sup>nd</sup> day of ~~October~~ <sup>November</sup>, 2017.

SIGNED ON BEHALF OF THE EMPLOYER  
THE TOWN OF BONNYVILLE

  
\_\_\_\_\_  
Mayor,  
The Town of Bonnyville

  
\_\_\_\_\_  
Witness

SIGNED ON BEHALF OF THE  
ALBERTA UNION OF PROVINCIAL  
EMPLOYEES

  
\_\_\_\_\_  
President,  
The Alberta Union of  
Provincial Employees

\_\_\_\_\_  
Witness