

Collective Agreement

between

THE TOWN OF MORINVILLE



-and-

CANADIAN UNION OF PUBLIC EMPLOYEES



Local 2426

Effective January 1, 2010 – December 31, 2011

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
	Preamble	3
1	Definitions	4
2	Term of Agreements and Amendments	5
3	Recognition and Negotiation	5
4	Equal Pay for Equal Work	6
5	Management Rights	6
6	Check off of Union Dues	6
7	Correspondence/Notifications to the Union and Distribution of Collective Agreement	7
8	Labour/Management Relations	7
9	Grievance Procedure	7
10	Arbitration Procedure	10
11	Warning Notices and Notices of Discipline	10
12	Labour Management Committee	11
13	Seniority	11
14	Layoffs, Recalls and Job Loss	12
15	Job Vacancies and Posting	13
16	Promotion and Staff Changes	13
17	Probationary Period	14
18	Hours of Work	14
19	Overtime	15
20	Shift Differential	16
21	On-Call	16
22	Call-Outs	16
23	Statutory Holidays	16
24	Time in Lieu	18
25	Vacation	19
26	Leave of Absence	21
27	Bereavement Leave	22
28	Maternity Leave	22
29	Sick Leave	23
30	Health Benefits	24
31	Pension	24
32	Employee Classification	25
33	Temporary Assignments	25
34	Wages	25
35	General Employment Provisions	26
36	Contracting & Job Loss	27
	Signing Page	28
	Appendix "1" - Wage Rates	29
	Letters of Agreement	30
	Schedule A – Severance Schedule	32

THE TOWN OF MORINVILLE Municipal Corporation
(hereinafter referred to as "the Town")

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2426
(hereinafter referred to as "the Union")

PREAMBLE

WHEREAS, it is the purpose of both parties to this Agreement:

1. To maintain and improve harmonious relations between the Town and the Union;
2. To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions and employment;
3. To ensure effective and efficient delivery of services to Town residents; and
4. To promote the morale, well being and security of employees in the bargaining unit of the Union;

AND WHEREAS it is now desirable that methods of bargaining and matters pertaining to the working conditions of employees be drawn up in a Collective Agreement,

NOW THEREFORE WITNESSED that in consideration of the mutual covenants contained herein, the Town and the Union each agree with the other as follows:

In this agreement, unless otherwise required by the context, all words in the singular shall include the plural and all words in the plural shall include the singular; words of masculine gender shall include feminine.

Article 1 - DEFINITIONS

(a) Employee

The word "employee" when used in this agreement shall mean a person assigned to a position coming within the scope of this agreement.

(b) Permanent Employee

The words "permanent employee" when used in this agreement shall mean any employee who is filling a permanent position and has successfully completed the required probationary period.

(c) Permanent Part-Time Employee

A permanent part-time employee is an employee who is hired to work regularly scheduled shifts but who is assigned working hours that are less than the regular working hours specified for a permanent full-time employee. (Reference clause 34.03)

(d) Probationary Employee

The words "probationary employee" when used in this agreement shall mean an employee who is serving a probationary period of employment in his initial employment and reemployment with the Town in a permanent position coming within the scope of this agreement. This shall not apply to permanent employees who are laid off and recalled within 12 calendar months. (Reference Clause 13.04)

(e) Temporary Employee

The words "temporary employee" when used in this agreement shall mean an employee who is filling an established temporary position for a predetermined period of time or predetermined task or an employee who is engaged for relief, or otherwise, for a predetermined period of time or a predetermined task.

(f) Supervisor

Supervisor means Department Head or designate.

(g) Foreman

Foreman means an individual employed by the Town in the capacity of Foreman as per their job description or designation.

(h) Trial Period

The words "trial period" used in this agreement shall mean the trial period of employment of a permanent employee in a permanent position coming within the scope of this Agreement.

(i) Classification

The word "classification" when used in this agreement shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.

(j) Position

The word "position" when used in this agreement shall mean a specific set of duties and conditions developed for the purpose of assignment to a single incumbent.

Article 2 - TERM OF AGREEMENT AND AMENDMENTS

2.01 Term

This agreement shall be in full force and effect as of the 1st day of January, 2010, and continue in full force and effect until the 31st day of December, 2011.

2.02 Amendments and Notice

Either of the parties hereto may serve notice to commence collective bargaining by notice in writing not less than sixty (60) days or more than one hundred and twenty (120) days prior to the expiration date of this agreement. When notice to commence collective bargaining has been served the parties shall within thirty (30) days after notice is served meet to commence collective bargaining. The parties shall exchange bargaining proposals within fifteen (15) days of the first time they meet, or within any longer time period agreed on by the parties.

2.03 If amendment is desired by either party, the outline of the amendments shall be transmitted to the other party and the existing agreement shall remain in full force until the process of collective bargaining has been completed or the parties hereto are in a position to conduct a strike vote or a lock out vote, as the case may be, in accordance with the provisions of the Labour Relations Code, whichever first occurs.

2.04 Changes in this agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by authorized representatives of the parties to this Agreement.

Article 3 - RECOGNITION AND NEGOTIATION

3.01 This agreement shall apply to employees of the Town employed in public works, utilities, facilities/parks divisions including foremen but excluding office clerical, supervisory employees and concession operators.

3.02 The Town recognizes the Union through its accredited officers or representatives as the sole and exclusive agent for those employees covered by this agreement for the purpose of collective bargaining.

- 3.03** The Town shall not enter into any agreement with any individual employee or group of employees in the bargaining unit respecting the terms and conditions of employment which may conflict with the terms of this Agreement.
- 3.04** The Town agrees to negotiate with the Union or any of its authorized committees concerning matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any difference that may arise between them.

Article 4 - EQUAL PAY FOR EQUAL WORK

- 4.01** The provisions of the *Alberta Human Rights Act, 2009* shall apply in respect to equal pay for equal work regardless of gender.

Article 5 - MANAGEMENT RIGHTS

- 5.01** The Union recognizes and agrees that it is the exclusive right of the Town to exercise all of the usual and customary rights of management, and to manage and control the business of the Town and to direct its working forces.
- 5.02** All matters concerning the operation of the business of the Town and not specifically dealt with in this agreement are reserved to the Town and remain its exclusive responsibility.
- 5.03** The question of whether any management rights are expressly limited by this agreement shall be decided through the grievance and arbitration procedure.
- 5.04** Persons not in the bargaining unit shall not perform work of the bargaining unit except for the purposes of instruction, training or in an emergency.

Article 6 – CHECK OFF OF UNION DUES

- 6.01** The Town shall deduct monthly dues in a manner which is in keeping with the payroll system in effect. In all instances, such deductions shall be forwarded to the Secretary Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of names of those employees from whom wage deductions have been made.
- 6.02** The Union acknowledges that the deduction of amounts equal to the dues does not constitute membership in the Union, and that membership shall continue to be voluntary.
- 6.03** The Union shall advise the Town, in writing, of any change in the amount of dues to be deducted from the employees covered by this collective agreement. Such notice shall be communicated to the Town at least thirty (30) days prior to the effective date of the change.
- 6.04** The Union agrees to indemnify and save the Town harmless against any claim or liability arising out of the application of this Article.

Article 7 - CORRESPONDENCE/NOTIFICATIONS TO THE UNION AND DISTRIBUTION OF COLLECTIVE AGREEMENT

- 7.01** All correspondence between the parties, except as otherwise set out in this agreement, arising out of this agreement or incidental thereto, shall pass to and from the Chief Administrative Officer and the President of the Union.
- (a) The Union shall provide the Chief Administrative Officer with an up-to-date list of Union Officers appointed to CUPE Local 2426 including the name of the National Representative. The Union also agrees to provide the names of Shop Stewards. Recognition will not be given by the Town unless this requirement is met.
- (b) The Town shall provide the Union with a written notification listing the name(s) of any employee(s) in the bargaining unit who receives an appointment or is subject to layoff or recall.
- 7.02** The Town shall supply to each employee within the bargaining unit a copy of this agreement. All new employees within the unit shall be supplied with a copy of this Agreement by the Town when they are hired.

Article 8 - LABOUR-MANAGEMENT RELATIONS

- 8.01** In the event that an employee is elected or appointed to the Negotiating Committee for the Union, he shall be granted leave with pay for the purpose of attending joint collective bargaining, conciliation or mediation meetings in the establishment of a new collective agreement. It is understood that no more than three (3) employees will be granted leave for the purposes of attending the said meetings on behalf of the Union and that the Chief Administrative Officer will be advised in writing of the members of the Union's Negotiating Committee at the time notice to amend the collective agreement is served.
- 8.02** Union meetings shall not take place on any of the Town's premises without the authorization of the Chief Administrative Officer.

Article 9 - GRIEVANCE PROCEDURE

9.01 Grievance

The word "grievance" when used in this agreement shall mean any difference concerning the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the difference is arbitrable.

9.02 Attendance at Grievance Meetings and Hearings

If an accredited representative of the Union is required to meet with the Town representative, or attend a hearing to discuss a grievance during working hours, he shall be granted leave with pay subject to suitable arrangements with his immediate supervisor concerning his own work responsibilities. If the employee who is grieving is required to attend a hearing, he shall be granted leave with pay.

9.03 Recognition of Union Stewards

In order to provide an orderly and speedy procedure for settling of grievances, the Town acknowledges the rights and duties of the Union Stewards. The Steward, subject to Article 9.04, may assist any employee which the Steward represents in preparing and presenting his grievance in accordance with the grievance procedure.

9.04 Permission to Leave Work to Investigate Grievance

The Town agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating a grievance as provided in this article. The Union recognizes that each Steward is employed fulltime by the Town and that he will not leave his work during working hours without first obtaining the permission of his Supervisor in accordance with Clause 9.02.

9.05 Grievances to be Settled with No Work Stoppage

Any difference concerning the interpretation, application, operation or alleged violation of this agreement, including any question as to whether the difference is arbitrable, shall be settled without stoppage of work or refusal to perform work in accordance with the following procedures.

9.06 Types of Grievances

Grievances shall be of two (2) types mainly:

- (a) Individual grievances relating to or affecting the right of one or more specific individuals.
- (b) Policy grievances which are not of an individual or group nature, but which are applicable to all employees covered by the scope of this Agreement.

9.07 Steps in The Grievance Procedure

- (a) Step 1

The grievor will first seek to settle the dispute with the employee's immediate supervisor on an informal basis within ten (10) working days following the date of the occurrence giving rise to the grievance. The Supervisor shall have five (5) days in which to respond to the grievance.

- (b) Step 2

- (i) Failing satisfactory settlement and within five (5) working days after the response in Step 1 from the supervisor the grievance may be submitted by the Union to the appropriate department head or his delegate in writing with particulars of the grievance and the redress sought.

(ii) The appropriate department head, shall review the grievance and shall provide the Union and the grievor with a written decision together with the reasons therefore within ten (10) working days from the day that the grievance was initiated.

(c) Step 3

If the decision of the appropriate department head 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 Chief Administrative Officer and such appeal shall specify all the details of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested.

(d) Step 4

The Chief Administrative Officer, or his designate, shall hold a hearing within five(5) working days of the day that the Chief Administrative Officer 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.

(e) Step 5

If the decision of the Chief Administrative Officer, or his designate, does not settle the grievance; the Union must within ten (10) working days from the day the decision was received refer the grievance to an government appointed mediator.

(f) Step 6

If mutual agreement cannot be reached between the Town and the Union, either party may, within ten (10) working days upon receipt of the decision of the mediator, refer the grievance to an arbitration board as hereinafter set out.

9.08 Policy Grievance

A Policy Grievance must be initiated in writing by the Union with the Chief Administrative Officer under Step 3 within fifteen (15) working days of the time of the incident which gave rise to the grievance. The Policy Grievance shall specify all of the details of the grievance including the nature of the grievance, the clause or clauses of this agreement upon which the grievance is based, and the remedy requested. The Policy Grievance shall state particulars of the grievance and the redress sought.

9.09 Definition of Working Days

For the purposes of Article 9 "working days" shall mean consecutive days exclusive of Saturday, Sunday and Statutory Holidays.

9.10 Failure to Comply With Time Limits

Where there is a failure by an employee or the Union to follow the grievance procedure, including a failure to comply with any of the time limits prescribed in the grievance procedure, the grievance shall be deemed to have been withdrawn and abandoned.

9.11 Extension of Time

Time limits in the grievance procedure may be extended by mutual agreement in writing between the Town and the Union.

Article 10 - ARBITRATION PROCEDURE

- 10.01** When a grievance is referred to arbitration under this agreement, the notice referring the matter to arbitration shall state the name and address of the nominee of the Union. Within seven (7) days thereafter, the Town shall advise the Union of the name and address of its nominee to the arbitration board. The two (2) arbitrators shall then select a third person who shall be chairman of the arbitration board.
- 10.02** If the Town fails to appoint an arbitrator in the time limit specified, or if the two (2) nominees fail to agree upon a chairman within seven (7) days of their appointment, the required appointment shall be made by the Minister of Labour upon the request of either party.
- 10.03** The arbitration board shall determine its own procedure and shall give all parties the opportunity to present evidence and make representations.
- 10.04** The arbitration board shall hear and determine the grievance and shall issue an award in writing and its decision is final and binding upon the Town and the Union and upon any employee affected by it. The decision of the majority is the award of the arbitration board, but if there is no majority, the decision of the chairman governs and it is then deemed to be the award of the board.
- 10.05** Each party to the arbitration shall bear the expense of its respective nominee to the arbitration board and the two parties shall bear equally the expenses of the chairman.
- 10.06** The arbitration board, by its decision, shall not alter, amend or change the terms of this Collective Agreement.
- 10.07** The time limits fixed in the arbitration procedure may be extended by consent of the parties.

Article 11 - WARNING NOTICES AND NOTICES OF DISCIPLINE

- 11.01** The Town may give an employee a written warning notice or a notice of discipline for a breach of discipline. Copies of all warning notices, or notices of discharge, suspension or other discipline shall be maintained in the employees file. Copies will be provided to the Union if the employee wishes to grieve.

11.02 Past warning notices or notices of discipline shall be deemed void after an employee has maintained a clear record for a period of twenty four (24) months.

Article 12 - LABOUR MANAGEMENT COMMITTEE

12.01 A Labour Management Committee shall be established and be composed of two (2) representatives appointed by the Town and two (2) representatives appointed by the Union and shall meet at a minimum of twice per year or at the call of either Chairs.

Article 13 – SENIORITY

13.01 Seniority Defined

The word "seniority" when used in this agreement shall apply only to permanent employees and shall mean the length of unbroken service by a permanent employee in positions coming within the jurisdiction of this agreement.

13.02 Seniority List

A list showing the seniority of employees within the bargaining unit shall be sent to the Union and posted on the lunchroom bulletin board by the Town in January of each year.

13.03 Job Transfer and Seniority

A temporary transfer from one branch of a department to another branch of the same department for a period of less than twelve (12) months, even if such a transfer is outside the jurisdiction of the Union, shall not affect the normal seniority standing of such employee.

13.04 Seniority Standing

When an employee achieves permanent status, his length of unbroken service in positions coming within the jurisdiction of this agreement shall determine his seniority standing. Temporary employees shall not have seniority standing. Seniority shall apply in accordance with the other provisions of this agreement in respect to promotions, transfers, layoffs and recalls.

13.05 Loss of Seniority

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the Town. An employee shall only lose his seniority in the event:

- (i) He is discharged for just cause and is not reinstated.
- (ii) He resigns.
- (iii) He is laid off and fails to report to work within ten (10) working days after being notified in writing to do so. It shall be the responsibility of the employee to keep the Town informed of his current address.

- (iv) He is laid off for a period in excess of twelve (12) months.
- (v) On retirement.

Article 14 – LAYOFFS, RECALLS AND JOB LOSS

14.01 Layoff Procedure

- (a) In the event of a layoff, as a result of a shortage of work, employees shall be laid off within each affected classification in the reverse order of their seniority provided that those remaining have the required knowledge, qualifications, abilities and skills to fill the positions available.
- (b) In the event of lay off, an employee who is unable to maintain employment due to a lack of seniority and is not recalled within the recall period, will receive severance as per Schedule A - Severance Schedule.
- (c) If the Town restructures job classification with the Union membership, no employees shall lose their current salary rate.

14.02 Recall Procedure

- (a) Employees shall be recalled in the order of their seniority within the affected classification when work becomes available provided that they have the required knowledge, qualifications, abilities and skills to fill the positions available. An employee is eligible for recall for a period no more than twelve (12) months from the effective date the employee was laid off.
- (b) Employees who are recalled must return to work within ten (10) working days or they will be considered terminated with no severance.

14.03 Hiring Versus Recall

No new employees will be hired until those laid off within the affected classifications who have the required knowledge, qualifications, abilities and skills to fill the positions available have been given an opportunity of recall.

14.04 Layoff/Benefit Premiums

An employee who is laid off shall make prior arrangements to pay the full premium of any applicable benefit plans to assure continuation of such protection if so desired. Such arrangements shall continue for a period of no more than twelve (12) months.

Article 15 - JOB VACANCIES AND POSTING

15.01 Scheduled Posting

Any vacancy in a permanent position or a newly created permanent position within the jurisdiction of the Union which is required to be filled, must be posted and shall remain posted for a period of seven (7) working days in all departments having jobs coming within the jurisdiction of the Union.

15.02 Requirements of Job Posting

All job postings shall contain at least the following information:

Nature of the position, qualifications, required knowledge and education, skills, shift and wage or salary rate.

15.03 Temporary Appointments

Where the conditions of the service indicate that the position is required to be filled immediately, a temporary appointment may be made for the duration of the posting procedure.

15.04 Union Notification

A copy of all postings shall be sent to the Union.

15.05 Applications and selection

All applications shall be addressed to the head of the department in which the vacancy occurs. The department head shall notify the Union of the proposed appointee and the names of all employees who were unsuccessful applicants, upon the completion of the selection process.

Article 16 - PROMOTION AND STAFF CHANGES

16.01 Promotion Defined

The word "promotion" when used in this agreement shall mean the advancement of an employee to a position with a higher regular rate of pay than his present posting.

16.02 Considerations in Promotions

In making promotions to vacant positions coming within the jurisdiction of the bargaining unit, the required knowledge, qualifications and skills contained in the job description shall be the primary considerations. Where two (2) or more applicants are equal, seniority shall govern.

16.03 Trial Period

A permanent employee who has been selected to fill a permanent position shall have a trial period of three (3) months. This trial period may be extended a further THREE (3) months where warranted by special circumstances. In the event that the normal trial period is extended the employee and the Union shall be advised of the Town's reasons. During the trial period, an employee may elect to revert to his former position or may be reverted by the Town.

Article 17 -PROBATIONARY PERIOD

17.01 Term

The normal probationary period for new employees engaged in permanently established positions shall be three (3) months, with the Town reserving the right where warranted by special circumstances to extend this period a further three (3) months.

17.02 Extension

In the event that normal probationary period is extended, the employee and the Union shall be advised of the Town's reasons. In the event that the Union disputes that there are special circumstances warranting the extension, the Union may grieve the matter in accordance with the grievance procedure.

17.03 Meeting Requirements

A probationary employee may be discharged at any time during his probationary period when the Town considers it advisable to do so, and shall not have recourse to the grievance or arbitration procedures.

17.04 During the probation period, employees shall, unless otherwise specified, be entitled to all rights and privileges under this agreement except with respect to discharge and benefits. After completion of the probationary period, seniority shall be effective from the original date of employment.

Employee benefits shall commence upon completion of the probation period.

Article 18 - HOURS OF WORK

18.01 The words "regular hours of work" when used in this agreement shall mean the assigned daily hours of work, exclusive of overtime. It is agreed by the Union that the provisions of this article citing regular hours of work are intended to establish a basis for computation of overtime, and shall not be construed as a guarantee of hours worked.

18.02 Regular Hours of Work

With the exception of those employees affected by clause 18.03 the regular hours of work for employees shall not exceed eight (8) hours per day or forty (40) hours per week. With the exception of those employees affected in a department or classification, the hours of work shall be between 6:00 a.m. and 6:00 p.m. daily.

18.03 Hours of Work (Arena)

Employees working in the Arena shall work regular hours of work in accordance with a shift schedule averaging forty (40) hours per week on a monthly basis. Rest periods shall be as mutually agreed to by the employer and employee. Reference to lunch breaks under clause 18.06 of the agreement shall not apply to employees in the Arena.

18.04 Days Off

An employee shall be scheduled two (2) consecutive days off per week except where such would interfere with the efficient operation of the department.

18.05 Notice of Shift Change

The Town shall give the employees and the Union at least seven (7) working days notice of a proposed shift change, except in an emergency.

18.06 Meal and Rest Breaks

Employees working in the Public Works Department (excluding recreational facilities) shall be entitled to one half (1/2) hour unpaid lunch break per day.

18.07 An employee shall be permitted a rest period of fifteen (15) consecutive minutes in each four (4) hour segments of a shift at a time in a place designated by the Town.

Article 19 – OVERTIME

19.01 Overtime Defined

Where an employee is required to work in excess of his regular hours of work, all such work shall be considered overtime.

19.02 Overtime Payment (Working Day/Day Off/Statutory Holiday)

Overtime shall be paid at one and one half (1 1/2) times the employees regular hourly rate of pay. Where overtime is performed from 4:00 p.m. on a Friday to 6:00 a.m. Monday or a Statutory Holiday specified in 23.01, the employee shall be paid at two (2) times his regular hourly rate of pay for all time worked.

19.03 Distribution

- (a) Subject to the efficient operation of the affected department, the Town shall attempt, where possible, to distribute overtime on an equal basis within each classification, except in cases of emergency.
- (b) Overtime will be distributed on a rotational basis, as equitably as practical for those employees who:

- (i) Are normally performing the work at the time.
- (ii) Have signified their availability for overtime when requested by the Town.
- (iii) Are qualified to perform such work.

Article 20 - SHIFT DIFFERENTIAL

20.01 Effective the date of ratification of this agreement, those employees who are scheduled to work between the hours of 6:00 PM and 6:00 AM and any hours on a weekend, shall receive a shift differential of one dollar and fifty cents (\$1.50) per hour for all hours worked between 6:00 PM and 6:00 AM, and any hours worked on a weekend.

20.02 An employee shall not be eligible for shift differential for hours worked at overtime rates.

Article 21 – ON-CALL

21.01 Any employee when assigned to on-call duty shall be paid an additional one hundred (100) dollars per week. Notwithstanding the provisions of clause 19.02 (overtime payment), all overtime work during the performance of standby duties (excepting call-outs), shall be paid at one and one-half (1 1/2) times the regular hourly rate for all time worked.

21.02 Only employees within the Town’s municipal boundaries are eligible to be placed on-call, or as otherwise determined by the appropriate Department Head.

21.03 An employee on-call may initiate a call-out as per approved procedures or practices of the Town as defined by the appropriate Department Head.

Article 22 - CALL-OUTS

22.01 An employee who is called out to work outside his regular working hours shall be paid for a minimum of two (2) hours at overtime rates. This provision shall not apply to a second or subsequent call-out in instances where less than two (2) hours have elapsed since the commencement of the previous call-out.

Article 23 - STATUTORY HOLIDAYS

23.01 Named Holidays

All employees in the bargaining unit, provided they meet the terms and conditions set out in 23.02 and 23.03 shall be entitled to the following Statutory Holidays:

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

and any other day proclaimed as a holiday by the Town or any other day which is designated as a Statutory Holiday legally binding on the Town by the Provincial or Federal Governments.

23.02 Conditions Governing Statutory Holidays

All employees in the bargaining unit, shall receive the recognized statutory holidays for which they are eligible with pay, or other days with pay in lieu of such statutory holidays, providing they are available for work in accordance with their regular hours of work preceding, during and following the designated day for observance of the holiday or on approved leave for a period of ten (10) working days or less duration.

23.03 Granting of Day in Lieu

(i) Where the Town designates a day off in lieu of the actual statutory holiday for the majority of its employees, the employees may be allowed off on such day. In the event that this is not possible, the employee may be allowed a day off in lieu of the statutory holiday at a time mutually agreed between the employee and his supervisor. If such a day cannot be provided, the employee shall receive his regular day's pay at his regular rate of pay in lieu of the statutory holiday.

(ii) Employees working in Recreation Facilities who work ten (10) hour shifts on Statutory Holidays shall be paid in the following manner:

10 hours paid at their regular rate

10 hours paid at time and one half (1.5 x regular rate)

(iii) All other employees who work on a Statutory Holiday shall be paid in accordance with Article 19 (Overtime), Article 21 (On-Call) and Article 22 (Call-Outs).

23.04 Eligibility

To be eligible for a Statutory Holiday or holiday pay an employee must have worked on a full time basis for the previous ten (10) working days for the Town.

23.05 Statutory Holidays and Sick Leave

When a day designated as a Statutory Holiday falls within a period of sick leave where the employee is receiving accumulated sick leave credits, weekly income replacement or long term income replacement, the statutory holiday shall be counted a day of sick leave and under no circumstances shall an employee receive any additional entitlement in respect of that day.

23.06 Statutory Holidays and Workers Compensation

(a) When a day designated as a Statutory Holiday falls within a period of time an employee is eligible to receive Workers' Compensation benefits, it shall be counted as a day of Workers' Compensation benefit and under no circumstances shall an employee receive any additional entitlement in respect of that day.

- (b) Union employees will receive a Workers' Compensation pay supplement as follows:
- (i) A permanent employee prevented from performing his/her regular work with the Town on account of an occupational accident that occurs in the course of his work for the Town that is covered by the Workers' Compensation Act shall receive from the Town the difference between the amount payable by the Workers' Compensation Board and his/her last rate of pay until the Workers' Compensation Board certifies he/she is able to return to work or until he/she is granted a permanent pension by the Workers' Compensation Board, whichever may be sooner. In order for an employee to continue receiving his regular pay, he shall assign his compensation monies over to the Town.
 - (ii) While on Workers' Compensation leave, an employee shall continue to accrue seniority; notwithstanding the above, the employee shall not accrue vacation and sick leave credits for a period greater than one (1) month from the date of injury/accident.
 - (iii) Should an employee fail to report an accident within forty-eight (48) hours, Article 33, clause (b) may not be applicable. This will be waived in extraordinary situations where the employee could not report such an accident.

23.07 Statutory Holidays and Leave of Absence

When a statutory holiday falls within a period of paid leave (other than vacation) or a non-paid leave, the Statutory Holiday will be considered as part of that leave and will not be granted again at the end of such leave.

Article 24 – Time in Lieu

24.01 Time in Lieu

- a) Every employee who is required to work overtime, work on-call, work on a call out or work on a Statutory Holiday as outlined in clause 23.01, shall at the time of working overtime or at the time of working on-call or at the time of working on a call out or at the time of working on a Statutory holiday, elect whether to be paid for the time or receive compensating time in lieu.
- b) An employee who elects to be paid for the time shall be paid in accordance with the language of Article 19 (Overtime), Article 21 (On-Call), Article 22 (Call-Outs) and Article 23 (Statutory Holidays).
- c) An employee who elects to receive time in lieu of being paid overtime or being paid on-call or being paid for a call-out or being paid for time worked on a Statutory Holiday shall be credited with time in lieu equivalent to the number of hours that would have been paid for the time worked, at the rate of pay in effect at the time such time was worked.

- d) Time in lieu may be scheduled subject to operational requirements and approval by the Department head or their designate to a maximum of five (5) shifts (8 hour or 10 hour shifts).
- e) Time in Lieu shall be administered on a quarterly basis (January 1 to March 31, etc.). Employees who earn time in lieu in a quarter shall take such time in lieu no later than the following quarter. Where such time in lieu is not taken by the end of the following quarter, the employee shall be paid out according to the employees' regular rate of pay.
- f) This arrangement will be closely monitored by the membership and Management with an eye to maintaining flexibility for all involved and Management's ability to react to the needs of the individual and organization.

Article 25 – VACATIONS

25.01 Length of Vacation

- a) A permanent employee shall receive annual vacation pay in accordance with the following schedule:

Year of Employment	Annual Entitlement
Year 1	15 days (120 hours)
Year 2	16 days (128 hours)
Year 3	17 days (136 hours)
Year 4	18 days (144 hours)
Year 5	19 days (152 hours)
Year 6	20 days (160 hours)
Year 7	21 days (168 hours)
Year 8	22 days (176 hours)
Year 9	23 days (184 hours)
Year 10	24 days (192 hours)
Year 11	25 days (200 hours)
Year 12	26 days (208 hours)
Year 13	27 days (216 hours)
Year 14	28 days (224 hours)
Year 15	29 days (232 hours)
Year 16 (max)	30 days (240 hours)

- b) A permanent employee may receive vacation entitlement to a maximum of thirty (30) days per year.

- c) Part-time employees will receive the above entitlement prorated to the number of hours they work compared to a permanent full-time employee.
- d) Permanent employees with less than one year of service, probationary and temporary employees shall receive a vacation or money in lieu thereof in proportion to their service based upon one year of continuous service entitling an employee to ten (10) days vacation.
- e) An employee's first vacation anniversary shall be January 1st that follows the employee's date of commencement. Thereafter, subsequent vacation anniversaries shall be January 1st of each year.

25.02 Vacation Entitlement

- (a) Commencing in his second year of employment, annual vacation entitlement shall be advanced to a permanent employee in full on the first (1st) of January each year and such employee shall be allowed to schedule this vacation subject to the terms of this agreement.
- (b) An employee who terminates during a calendar year shall be entitled to a pro-rata portion on their annual vacation entitlement compared to the number of calendar days in the year.
- (c) If, on the date of termination, the employee has used more than their pro-rata portion of vacation earned to that point in time in the calendar year, the employee shall reimburse the Town for any used portion of the annual vacation entitlement in excess of the employee's pro-rata portion of vacation entitlement.
- (d) If, on the date of termination, the employee has not used their pro-rata portion of vacation entitlement earned to that point in the calendar year, the Town shall pay the employee for their unused pro-rata portion of vacation entitlement.

25.03 Carry-over

Except as otherwise authorized by the appropriate department head, an employee shall take all of his vacation entitlement in the calendar year in which such vacation entitlement falls. Carry-over vacation to a maximum of one (1) week into the following year may be granted provided that such a carry-over entitlement is taken no later than March 31st of each year.

Where authorized by the department head, an employee may be allowed to carry-over more than one week of vacation, provided that such carry-over entitlement is taken by March 31st of each year and the scheduling of vacation carry-over approved by the Town. The employee shall provide the department head no less than two (2) weeks advance notice in writing.

25.04 Statutory Holidays During the Vacation Period

If a recognized Statutory Holiday falls or is observed during an employee's vacation period he shall be allowed an additional vacation day with pay immediately following his vacation period or an additional day of vacation on some other day if mutually agreed to between the employee and his supervisor.

25.05 Vacation Pay

Vacation pay for each year of vacation shall be at the regular rate of pay.

25.06 Vacation Schedules

Vacation schedules shall be completed and posted by March 31st of each year and insofar as the efficient operation of a department will permit, an employee shall have the right to choose his period of vacation according to seniority. If, in the opinion of the Department Head, the period of vacation leave chosen by an employee conflicts or interferes with the efficient operation of the department, the department head will give such employee at least one (1) month's notice thereof where practicable but in no event shall the notice be less than ten (10) working days, and such employee shall have the right to choose an alternative period. In the event that the employee does not choose an alternative period in accordance with the above guidelines, the department head shall assign the vacation period. If an employee is required by the department head to alter his scheduled vacation on less than thirty (30) days notice, then the Town will reimburse the employee for any loss incurred as a result of having to cancel hotel or transportation reservations. The employee shall be required to present proof of such loss. Notification of such loss shall be made by the employee to the Town immediately upon the employee being advised of the proposed change in the employee's vacation period.

25.07 Vacations in Excess of Three Weeks

An employee shall be entitled to receive his vacation in an unbroken period except where his vacation entitlement is in excess of three (3) weeks. In such a case, the employee's vacation entitlement may be taken in an unbroken period only with the approval of the Town.

Article 26 - LEAVE OF ABSENCE

26.01 Conditions

Leave of absence may be granted at the discretion of the Town to an employee. An employee shall use a leave of absence only for the purpose for which it was granted, otherwise he shall be deemed to have automatically terminated his service with the Town.

26.02 Leave of Absence During Regular Working Hours

Where an employee has been granted a leave of absence during his regular working hours he will not be paid overtime until after he has worked a full shift.

26.03 Leave of Absence and Benefits

Employees granted leave of absence without pay in excess of ten (10) days shall make arrangements through the Town Office to pay both the Town and Employee portion of applicable employee benefit premiums before their leave of absence commences.

26.04 Leave of Absence and Earned Vacation Time

An employee who has been on leave of absence without pay for thirty (30) or more consecutive calendar days, except where the leave is for the purpose of attending a training course recognized by the Town, shall, for the year in which the absence occurs, earn annual vacation with pay proportionate to the number of months that the employee worked with pay in the service of the Town.

26.05 Leave of Absence for Union Events and Training

Insofar as the efficient operation of the affected department permits, an employee elected as a delegate to Union Conventions, Seminars or Training Sessions may be granted leave of absence without pay on provision of a written request two (2) weeks in advance to the appropriate department head.

Article 27 - BEREAVEMENT LEAVE

27.01 A permanent employee shall be granted leave as necessary, up to a maximum three (3) regularly scheduled consecutive work days, without loss of pay at his regular rate of pay for the purpose of making arrangements for, or attending a funeral when death occurs in an employee's immediate family, that is, current spouse, parent, grandparent, grandchild, parent of current spouse, child or ward, brother, sister, or a related dependent of the permanent employee. Up to five (5) calendar days with pay will be granted to attend a funeral outside the Province.

Article 28 - MATERNITY LEAVE

28.01 Entitlement

An employee is entitled to maternity/parental leave as per the Employment Standards Code. An employee on leave is entitled to employee benefits and LAPP, so long as the employee's share of those benefits is paid by the employee, for the duration of the leave.

28.02 No Loss of Seniority

Maternity leave shall be without salary or sickness allowance, but the employee on such leave will not lose seniority.

Article 29 - SICK LEAVE

29.01 Sick Leave Defined

When used in Article 29 of this agreement the word "disability" shall mean the inability of an employee to perform the regular duties of his position by reason of a non-compensable illness or injury.

29.02 Accumulation of Sick Leave Credits

One Hundred and Forty-four (144) hours sick leave per year shall be earned by permanent and probationary employees at the rate of twelve (12) hours for every calendar month an employee is employed. The unused portion of an employee's sick leave shall accumulate to a maximum of seven hundred and twenty (720) hours entitlement.

29.03 Sick Leave Entitlement

- (a) All sick leave shall be paid for at the regular rate of pay.
- (b) The Town may where an employee is eligible require the employee to utilize short-term disability benefits.
- (c) An employee's sick leave entitlement shall be reduced by the number of sick days taken.

29.04 Sick Leave Accumulation and Leave of Absence

Permanent and probationary employees shall not be credited with or accumulate sick leave entitlement while on leave of absence without pay for a period of one (1) month or longer.

29.05 Proof of Illness or Injury

An employee may be required to deliver to the Town a written certification of illness or injury in order to be eligible for payment under the provisions of Article 28.03. Where the illness or injury is of duration of three (3) days or more such certification shall be provided by the employee.

29.06 Request for Medical Determination

At the request of the Town, and at the Town's expense, an employee shall attend upon another medical doctor for purposes of an independent medical examination and report.

29.07 Recorded Amount of Sick Leave Credits

Upon one (1) week notice, the employer shall advise an employee in writing of the amount of sick leave entitlement accrued to his credit.

Article 30 - HEALTH BENEFITS

30.01 Alberta Health Care

The Town shall pay one hundred (100) percent of the premiums for Alberta Health Care for probationary and permanent employees.

30.02 Group Life Insurance

The Town shall pay one hundred (100) percent of the premiums for A.U.M.A. Group Life Insurance Coverage for those employees classified as permanent.

30.03 Extended Health and Vision

The Town shall pay one hundred (100) percent of the premiums for A.U.M.A. Extended Health and Vision coverage for those employees classified as permanent. The Town will provide a Vision Care plan with an allotment of \$500.00 per employee bi-annually.

30.04 Weekly Income Benefits

The Town shall pay one hundred (100) percent of the premiums for A.U.M.A. Short Term Disability coverage for those employees classified as permanent.

30.05 Long Term Disability

The Employee shall pay one hundred (100) percent of the premiums for A.U.M.A. long term disability insurance coverage for those employees classified as permanent.

30.06 Dental Care

The Employer shall pay one hundred (100%) percent of the premiums for Dental Care coverage for those employees classified as permanent.

30.07 Wellness Benefit

The Town shall provide each employee with a Wellness Benefit of \$500.00 as a taxable benefit. Employee's may utilize the Wellness Benefit towards health and wellness, education and education technology as per the Towns Wellness Benefit policy.

Article 31 - PENSION

31.01 Membership in the Local Authorities Pension Plan shall be compulsory for full time permanent employees in the bargaining unit. The Town and employees shall contribute to such pension plan in accordance with the terms of the pension plan.

Article 32 EMPLOYEE CLASSIFICATION

32.01 Union to Receive Classification Specifications

The establishment and maintenance of a classification plan covering employees within the jurisdiction of the Union shall be the sole responsibility of the Town. The Town may develop classification specifications in accordance with the classification plan and shall provide specifications to the Union as they become available.

32.02 Establishing Pay Rates/Classification Determination

Where the Town creates a new classification which is not included in this agreement, or where the duties of an existing classification are altered to substantially change the nature of the work being performed, the rate of pay shall be subject to negotiations between the Town and the Union. If the parties are unable to agree on the rate of pay for the position in question or whether the employee is correctly classified, the dispute shall be submitted to the grievance and arbitration procedure. The final rate of pay as agreed upon or as determined by an arbitration board shall be retroactive to the date of appointment to the new classification.

Article 33 - TEMPORARY ASSIGNMENTS

33.01 Assigned to Higher Classification

Any employee temporarily appointed to a higher classification within the scope of the bargaining unit shall be paid the wages for the higher classification, except where the appointment to such higher classification is not for a period of time in excess of one (1) working day. If the appointment to the higher classification is for a period of time in excess of one (1) working day, the employee shall receive the higher rate of pay for the entire time he is appointed to the higher classification.

33.02 Assigned to Lower Classification

Any employee temporarily assigned to a classification for which a lower wage rate has been established shall continue to be paid at the rate established for his normal position providing that the temporary assignment is not for a period of time in excess of fifteen (15) days. This article shall not apply in instances of a permanent demotion nor in instances where an employee is required or allowed to assume a new classification as a result of a layoff in the work force.

Article 34 - WAGES

34.01 Regular Rate of Pay

The words "regular rate of pay" when used in this agreement shall mean the rate of pay assigned to an employee as set out in Appendix "I".

34.02 Wages in Appendix "1"

The regular rates of pay set out in Appendix "1" to this agreement shall apply during the term of the agreement. Part-time employees shall receive wages in accordance with the rates of pay set forth in Appendix "1". The Town shall pay wages monthly in accordance with Appendix "1". On the 16th day of each month the Town shall pay an advance to each employee equal to no greater than fifty (50) percent of the estimated net earnings of the employee for that month. On the final pay cheque of each pay period, each employee shall be provided with an itemized statement of his wages, overtime, supplementary pay and deductions.

34.03 Reporting Pay Guarantee

If an employee who is scheduled to work a full shift reports to work on his regular shift, he shall be paid at his regular rate of pay for the entire period worked with a minimum of three (3) hours pay.

34.04 Retroactive Pay

An employee in the service as of the ratification of this Agreement shall be eligible for retroactive payment on wages paid to the employee during the period from January 1st, 2010 to the date of implementation of this agreement. This retroactive payment shall be calculated by applying the percentage increase in wages for the applicable position to the gross earnings of the employee for the period from January 1st, 2010 to the implementation of this Agreement.

Article 35 - GENERAL EMPLOYMENT PROVISIONS

35.01 Unreported Absence

An employee absent for three (3) consecutive days without notifying his immediate supervisor shall be considered to have vacated his position.

35.02 Report for Duty

Employees shall report for duty at the place directed by the Town. 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.

35.03 Fringe Benefits for Part-time Employees

Part-time employees shall receive fringe benefits for which they are eligible on a pro rata basis in accordance with the percentage of their regular part-time hours of work per week as compared to (40) hours of work per week. Fringe benefits shall include sick leave, bereavement leave, statutory holidays and vacation.

35.04 Loss of License

- (a) Employees who are required to maintain a valid Operator's License, for the purpose of their work with the employer, shall be terminated from their employment in the event of loss of Operator's License for a period of more than six (6) months.
- (b) Employees who lose their Operator's License for a period of six (6) months or less may be laid off until such time as the license is again secured.
- (c) In the event of such loss of Operator's License the affected employee may be offered the first available position to which he is qualified.

35.05 Special Leave

Special leave shall be granted to an employee up to a maximum of three full work days, per year, with pay, if an incident should occur in his/her, immediate family, which shall include wife, husband, common law partner, son, daughter, grandchildren, mother or father, for the purpose of making arrangements for the care of the person, or for the care of the children. This shall also include eye examinations, or other medical appointments, and funerals not otherwise provided for in the Collective Agreement, for the employee that are arranged in a manner in which they will be the least disruptive to the work day.

35.06 Clothing Allowance

- (a) The Town shall provide hard hats, rubber boots, rain wear, gloves and specialty clothing as required for work to be carried out by the employees.
- (b) The above clothing will remain the property of the Employer, and any employee who is supplied with any clothing and through carelessness and neglect, damages, destroys or loses any of it, shall replace or pay for same. This does not include general wear and tear. When not being used it must be returned to the Employer.
- (c) The Employer shall pay up to \$200.00 (two hundred dollars) per year towards the purchase of work clothing and/or CSA approved rubber and safety boots, per employee, payable upon the submission of receipts.

Article 36 – Contracting and Job Loss

36.01 The Town agrees that they will involve the Union in a consultation prior to entering into a third party contracting agreement, that results in a loss of employment for any employee covered under this agreement.

36.02 In the event of a job loss due to restructuring, downsizing, or contracting of work, severance will be provided in accordance with Schedule A – Severance Schedule.

SIGNED this _____ day of _____, 2010.

TOWN OF MORINVILLE

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2426

R. Lloyd Bertschi
Mayor

Brody Stoddart
President

Edie Doepker
Chief Administrative Officer

Kevin Hittinger
Vice President

APPENDIX 1
HOURLY WAGE RATES 2010

Band	Positions	Probationary	Step 1 (<1040 hours)	Step 2 (1041 – 10400 hours)	Step 3 (>10401 hours)
A	PF Operator I PW Operator I Utility Operator, Training	\$20.39	\$20.74	\$21.35	\$21.97
B	PF Operator II PW Operator II	\$21.37	\$21.72	\$22.35	\$23.01
C	Utility Operator I	\$21.37	\$21.72	\$22.35	\$23.01
D	PF Operator III PW Operator III	\$22.66	\$23.01	\$23.68	\$24.38
E	Utility Operator II	\$23.03	\$23.38	\$24.07	\$24.77
F	Journeyman Mechanic	\$26.50			
G	Foreman	\$27.08	\$27.43		

HOURLY WAGE RATES 2011

Band	Positions	Probationary	Step 1 (<1040 hours)	Step 2 (1041 – 10400 hours)	Step 3 (>10401 hours)
A	PF Operator I PW Operator I Utility Operator, Training	\$20.94	\$21.29	\$21.90	\$22.52
B	PF Operator II PW Operator II	\$21.92	\$22.27	\$22.90	\$23.56
C	Utility Operator I	\$21.92	\$22.27	\$22.90	\$23.56
D	PF Operator III PW Operator III	\$23.21	\$23.56	\$24.23	\$24.93
E	Utility Operator II	\$23.58	\$23.93	\$24.62	\$25.32
F	Journeyman Mechanic	\$27.05			
G	Foreman	\$27.63	\$27.98		

- Students hired on government sponsored summer employment programs shall be paid wage rates in accordance with the provisions of any such program. It is understood that no probationary or permanent employee shall be displaced or laid off as a result of the Town participating in any such government sponsored employment program.

LETTER OF AGREEMENT

Government Sponsored Employment Programs

Persons hired on government sponsored employment programs shall be paid wage rates in accordance with the provisions of any such program. It is understood that no probationary or permanent employee shall be displaced or laid off as a result of the Town participating in any such government sponsored employment program. No probationary or permanent employee of the Town shall be transferred to a government sponsored employment program.

SIGNED this _____ day of _____ A.D., 2010.

Signed on behalf of:

TOWN OF MORINVILLE

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2426

R. Lloyd Bertschi
Mayor

Brody Stoddart
President

Edie Doepker
Chief Administrative Officer

Kevin Hittinger
Vice President

LETTER OF AGREEMENT

Administrative Policy Input

It is understood that the employees covered under CUPE Local 2426 will be given valid opportunity for input on any organizational policy and/or procedure that could potentially impact the work place.

SIGNED this _____ day of _____ A.D., 2010.

Signed on behalf of:

TOWN OF MORINVILLE

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2426

R. Lloyd Bertschi
Mayor

Brody Stoddart
President

Edie Doepker
Chief Administrative Officer

Kevin Hittinger
Vice President

Letter of Agreement

between

**The Town of Morinville
(hereafter referred to as “the employer”)**

- and -

**Canadian Union of Public Employees Local 2426
(hereafter referred to as “the Union”)**

RE: Seasonal Workers

The parties agree that they will meet to discuss the duties for seasonal workers, who may be hired for the summer season, and to negotiate a rate of pay for such seasonal workers.

Representatives of the Town and the Union shall meet no later than February 15, 2010 to commence the above noted discussions. If the parties are unable to reach agreement on the rate of pay for seasonal workers, the matter shall be determined in accordance with Article 31.02

Dated this _____ day of _____, 2010.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Schedule A – Severance Schedule

Severance shall be paid out according to the following schedule and process:

- (a) two (2) weeks pay per year for the first eighteen (18) full years of continuous service;
- (b) three (3) weeks pay per year for full years of services in excess of eighteen (18) full years;
- (c) maximum payment will be fifty-two weeks pay.

Employees terminated with severance shall forfeit all rights and entitlements under the Collective Agreement, including but not limited to recall rights, re-employment rights, and seniority rights. The Employee and their Union shall be required to sign a Release prior to any severance payment being made.

Payments made in accordance with the above shall be based on the employees' regular rate of pay for the position in which he/she is permanently employed on the date of severance.

An employee may choose to be paid as a lump sum or through salary continuance.