



COLLECTIVE AGREEMENT

BETWEEN

THE TOWN OF PONOKA (GENERAL)

AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 118 CHAPTER 004**

JANUARY 1, 2025 TO DECEMBER 31, 2027

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PREAMBLE

This Agreement is made pursuant to the Labour Relations Code, and is known as the "General Agreement".

BETWEEN:

THE TOWN OF PONOKA
A Municipal Corporation in the Province of Alberta
(hereinafter referred to as the "Town")

OF THE FIRST PART

and

LOCAL 118/004 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(hereinafter referred to as the "Union")

OF THE SECOND PART

Whereas the Union is the bargaining agent for certain Employees employed by the Town; and

Whereas the terms and conditions of employment and the salaries of the Employees have been the subject of negotiations between the parties; and

Whereas the Parties desire that these matters be set forth in an Agreement concerning the terms of employment and a method of resolving grievances of the said Employees; and

Whereas the Parties desire to maintain a harmonious and cooperative relationship and to provide a forum for the settling of differences.

Now therefore this Agreement witnesseth that, in consideration of these premises and of the mutual and other covenants herein contained, the Parties agree, as follows:

ARTICLE 1
Interpretations and Definitions

- 1.01 "Union" shall mean Local 118/004 of the Alberta Union of Provincial Employees.
- 1.02 "Town" shall mean the Council of the Town of Ponoka and shall include such officers as the Town may appoint or designate from time to time to carry out duties in respect to the operation and management of the Town, or in respect to the administration of this Collective Agreement.
- 1.03 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer.
- 1.04 "Permanent Full Time Employee" shall mean one who has completed the probationary period and who is regularly required to work the full hours of work established for their classification or work area.
- 1.05 "Singular or Plural Terms" - wherever the singular is used in this Agreement, it should be considered as if the plural has been used where the context requires.
- 1.06 At the time of hire the employment status of each Employee shall be determined in accordance with the following:
- (a) "Permanent Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
 - (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours as described in Article 14 of this Collective Agreement;
 - (ii) "Part-time Employee" is one who is regularly scheduled for less than the normal hours of this Collective Agreement.
 - (b) "Casual Employee" means an Employee who is hired on an as needed basis. A casual Employee does not have seniority.
 - (c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
 - (i) for a specific job of more than three (3) months but less than twelve (12) months. A request by the Employer to extend the time limit shall not be unreasonably denied; or
 - (ii) to replace a Full-time or Part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
- 1.07 Casual and Temporary Employees shall fall under the scope of this Agreement with the exception of the following Articles: 17, 18.01, 18.02, 20, 22, 23, 25, 26, 45.02-45.04 and Schedule B. Casual employees will not fall under Article 24.

- 1.08 Any new Employee appointed on a permanent full-time or part-time basis shall serve a six (6) month probationary period, within which time the Town reserves the right to terminate the employee without just cause. If the employment is terminated within the first three months, no compensation will be owed. If terminated within the next three months, one week's pay in lieu of notice will be paid.
- 1.09 No Permanent Full-time or Permanent Part-time Employee will be required to complete more than one (1) probationary period. The Employer may extend the probationary period of a permanent full-time Employee for up to three (3) additional months by advising the Union and the Employee one (1) month prior to the end of the initial probationary period. In the case of a permanent part-time Employee, the Employer may extend the probationary period for the equivalent number of hours as a permanent full-time Employee.
- 1.10 "Shift Worker" is an Employee who works hours outside the ordinary work day as defined in Article 14 of this Collective Agreement and who is entitled to applicable premiums as specified in Article 30.
- 1.11 "Shift Differential" shall be defined as a premium payment, and shall not form part of the Employee's Basic Rate of Pay.
- 1.12 "Department Head" shall for the purposes of this agreement mean those individuals so designated by the Employer as being a General Manager and not covered by this Collective Agreement.
- 1.13 "Lead Hand" shall mean an employee in the bargaining unit who temporarily oversees and coordinates the work of other employees to ensure tasks are completed safely, efficiently, and in compliance with established procedures for a set period of time or on a particular worksite. These roles are not managerial positions and do not include responsibilities such as approving timesheets, authorizing time off, or carrying out disciplinary actions.
- 1.14 "Foreman" shall mean an Employee within the bargaining unit who oversees and coordinates the work of other employees to ensure tasks are completed safely, efficiently, and in compliance with established procedures on a permanent, ongoing basis. These roles are not managerial positions and do not include responsibilities such as approving timesheets, authorizing time off, or carrying out disciplinary actions.
- 1.15 "Immediate Supervisor" shall mean the manager of a Town of Ponoka department and not covered by this Collective Agreement.

ARTICLE 2

Management Rights

- 2.01 The Town retains all rights of management not limited by the terms of this Agreement, further all parties agree that nothing contained in this Agreement shall be construed as limiting the Employer's rights to manage its own affairs exclusively and that, except where specifically restricted, abridged or modified by this agreement.

ARTICLE 3
Union Recognition

- 3.01 This Agreement covers, and the Town recognizes the Union as the sole bargaining agent for, all Employees covered by the Unions Certificate No. 187-98, dated August 5, 1998, as issued by the Alberta Labour Relations Board.
- 3.02 The Town will provide specific bulletin board space for use of the Union at locations on the Employer's premises which are accessible to Employees. Sites of the bulletin boards are to be determined by the Department Head and the Union. Bulletin board space shall be used for the posting of Union information directed to its members. The text of such information shall be submitted to the Employing Department for approval prior to posting and a decision shall be provided within twenty-four (24) hours.
- 3.03 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin shall be worn on issue clothing or uniforms, nor shall an insignia be displayed on Employer's equipment or facilities.

ARTICLE 4
Union Dues Check-Off

- 4.01 The Town agrees to deduct Union dues from all Employees coming within the scope of this Agreement, upon said Employees having completed thirty (30) working days of employment with the Town. The amount of dues shall be specified by registered letter from time to time by the Union and the Town shall remit the dues collected by payroll deduction to the Union on or before the fifteenth (15th) day of the month following.
- 4.02 The Employer shall provide to the Union, on a monthly basis, a listing(s) of Employees specifying the Employee's name, home address, personal phone number(s), personal email, sites(s), start date, seniority date, classification, Employee status, hourly rate, dues deducted, gross earnings and if the Employee is on any approved unpaid leave of absence. Such lists shall indicate newly hired and terminated Employees, and be provided by electronic transmission where practicable.

ARTICLE 5
Employer — Union Relations

- 5.01 The Town will grant Union Representatives access to its premises for a specific purpose provided prior approval has been obtained. When investigating a grievance for the purpose of meeting with the Grievor or their immediate supervisor, an appointment with the grieving Employee or their immediate supervisor will be obtained through the Chief Administrative Officer. The foregoing approval shall not be unreasonably denied.
- 5.02 On a yearly basis, the Union shall provide a current list of Union staff and elected officers and Union Stewards. The Union Steward list shall include the name and, where available, the work location of these Employees.

ARTICLE 6
Employer - Employee Relations

- 6.01 The Employer acknowledges the right of the Union to appoint Employees in the bargaining unit as Union Stewards.
- 6.02 The Union shall determine the number of Union Stewards, having regard to the plan of organization, and the distribution of Employees at the work place. When difficulties arise, the Union and the Town shall consult in order to resolve the difference.
- 6.03 The Employer recognizes the Union Steward as an official representative of the Union.
- 6.04 A representative of the Union (Union Steward, elected officer or staff representative) will be allowed an opportunity to provide new Bargaining Unit employees with a Union orientation of up to thirty (30) minutes without loss of pay. This presentation shall occur during the first month of employment and, preferably, at an Employer's orientation of new Employees. Where Employer orientations are being provided, the Union will be provided one (1) week's advance notice of the Employer's orientation for new Employees. The Union representative will provide the new Employee with a copy of the Collective Agreement.

ARTICLE 7
No Lockouts, No Strikes

- 7.01 During the life of this Agreement, there shall be no illegal strikes or illegal sanctions taken by the Union or its members against the Town, nor shall there be any illegal lockouts or illegal sanctions taken by the Town against the Union or its members.

ARTICLE 8
Grievance Procedure

- 8.01 A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement. Probationary Employees shall have limited access to the grievance procedure. They are to be limited to Step 1 and 2 of section 8.07.
- 8.02 The time limits specified herein shall not include Saturdays, Sundays and named holidays. Time is of the essence, although the time limits may be extended by the consent of both parties in writing.
- 8.03 The grievor is entitled to be present at each step of the grievance procedure and may request the aid of a member of the Union Grievance Committee and/or a Union Representative.
- 8.04 The purpose of the grievance provisions are to ensure that any grievance is processed in an expeditious manner, therefore, compliance with the provisions is mandatory. If the Town fails to comply with the provisions, the grievance may be processed to the next stage by the grievor. If the grievor fails to comply with the provisions, the grievance shall be considered abandoned. An abandoned grievance will not prejudice an Employee's right to submit a subsequent grievance should a similar incident occur at a subsequent date.

- 8.05 To the extent practical, matters which could lead to the filing of a grievance, should be dealt with initially at a complaint meeting between the immediate Supervisor, the Employee and a Union Steward if the Employee so wishes.
- 8.06 To be accepted at any step in the grievance procedure, the grievance shall be in writing and must include a statement of the following:
- (a) the name(s) of the aggrieved;
 - (b) the nature of the grievance and circumstances out of which it arose;
 - (c) the remedial action the Town is requested to make; and
 - (d) the Article(s) where the Agreement is claimed to have been violated.
- 8.07 Every effort shall be made to settle grievances fairly and promptly in the manner hereinafter described:
- Step 1 The grievor will present the grievance in writing to the Department Head within ten (10) working days of the occurrence or of its coming to the attention of the grievor.
- The meeting between the parties shall take place, with the decision of the Department Head being rendered in writing within ten (10) working days from the receipt of the grievance.
- Step 2 Failing settlement at Step 1, and within ten (10) working days after receipt of the written response from the Department Head, the grievance may be submitted in writing to the Chief Administrative Officer.
- A meeting between the parties shall take place, with the decision of the Chief Administrative Officer being rendered in writing within ten (10) working days from the receipt of the grievance at this step.
- 8.08 Mediation
- (a) Prior to Arbitration either party may request that a grievance be referred to Mediation provided the request is made within ten (10) days of receipt of the response from Step 2 of the grievance procedure. The mediation process shall be by mutual agreement of the parties only.
 - (b) The role of the Mediator shall be to assist the parties in resolving the matter before them and recommend a resolution. Any recommendation shall not be binding on either party.
 - (c) Any discussions under this process are privileged to the parties and shall not be raised by either parties at any subsequent arbitration or any other forum that may arise to deal with the grievance.
 - (d) The parties agree that all costs for the Mediator and expenses related to the cost of the Mediation shall be shared equally.

Arbitration Proceedings

Failing settlement at Step 2, the grievance may be processed to arbitration, as hereinafter provided:

- (a) Within ten (10) working days of receiving the decision of the Chief Administrative Officer, the Union may notify the Town in writing of its desire to submit the difference to arbitration and the notice shall contain the name and address of the Union's appointee to the arbitration board or state its desire to meet to consider the appointment of a single arbitrator.
- (b) Within ten (10) working days of receipt of notification provided for as above, the party receiving such notice shall:
 - (i) Inform the other party of the name of its appointee to the arbitration board; or
 - (ii) Arrange to meet with the other party in an effort to select a single arbitrator.
- (c) Within ten (10) working days of the Town's notice to the Union, the two appointees shall agree upon a qualified person to act as Chairperson.
- (d) In the event that the Town does not name their appointee within the prescribed time limits, the Union may apply to the Minister of Labour to make such appointment. Should the persons appointed to act on the arbitration board be unable to agree upon a Chairperson within the prescribed time limits set out herein, then either of the parties to this Agreement may apply to the Minister of Labour to appoint a Chairperson to preside over the arbitration board.

Notwithstanding 8.09(a) – 8.09(d), the Union and Town may agree to have the arbitration heard by a single arbitrator. Where agreement cannot be reached on the principal and/or selection of a single arbitrator, an arbitration board shall be established.

- (e) The arbitration board shall hear and determine the difference and shall issue an award in writing and the decision is final and binding upon the parties and upon any Employee affected by it. The decision of a majority is the award of the arbitration board, but if there is no majority, the decision of the Chairperson governs and it shall be deemed to be the award of the board.
- (f) An arbitration board, by its decision, shall not alter, amend or change the terms of this Agreement. However, where an arbitration board determines that an Employee has been discharged or otherwise disciplined by the Town for cause, and this Agreement does not contain a specific penalty for the infraction that is the subject matter of the grievance, the arbitration board may substitute such other penalty for said discipline as it deems to be just and reasonable.
- (g) Each party to the difference shall bear the expense of its respective appointee to the arbitration board and the two parties shall bear equally the expenses of the Chairperson.

8.10 Policy and Discharge Grievances

- (a) The Union shall have the right to initiate policy grievances which are not of an individual or group nature, but which are applicable to all Employees covered by this Agreement.
- (b) A Union policy grievance, or a discharge grievance, shall be initiated direct to Step 2 of this grievance procedure.

8.11 No grievance handling or Union activities shall take place on Town property during working hours, except where permission has been granted. All Employees shall receive prior approval from their Department Head for their attendance at such meetings. Approval shall not be unreasonably denied.

ARTICLE 9
Disciplinary Action

9.01 When an Employee has been given a written reprimand, suspension, disciplinary demotion or is dismissed from employment, the Employee shall be informed in writing as to the reason(s) for such action. Such disciplinary action shall be initiated within fifteen (15) working days from which the Employer became aware, or reasonably should have been aware, of the circumstances giving rise to discipline. The Employee will be provided with a copy of all correspondence or written notices pertaining to their conduct or performance which are placed on their personnel file.

9.02 An Employer request to extend these time lines, in order to complete a proper investigation, shall be by mutual consent in writing by the Parties.

9.03 An Employee who is to attend a meeting with respect to disciplinary action or an investigation which may lead to disciplinary action shall be notified at least twenty-four (24) hours in advance of the time and place of the meeting. If desired by the Employee, the meeting shall be scheduled to allow a Union Representative or Union Steward to attend. When a Union Steward requires time off from work to accompany an Employee to an interview pursuant to this Clause, the Union Steward must obtain prior approval from their Department Head to be absent from work, and, if approval is granted, leave without loss of pay will be allowed. This does not prevent enquiries being made of an employee without union representation, however, when and if it becomes known that discipline may flow; all such enquiries will cease, to provide the employee the opportunity to be represented.

9.04 An Employee who has been subjected to disciplinary action, after twenty-four (24) months of continuous service from the date the disciplinary action was invoked, shall have such record of the disciplinary action deemed removed from the Employee's personnel file, providing:

- (a) the Employee's file does not contain any further record of similar or greater disciplinary action during that twenty-four (24) months period, and
- (b) the disciplinary action is not the subject of an unresolved grievance.

- 9.05 The Employer will have an Employee's personnel file made available at a reasonable time for the Employee to examine their file, upon a request for the same being made by the Employee, once in every year, as well as in the event of a grievance. The Employee may request a representative of the Union to be present at the time of such examination.
- 9.06 The personnel file referred to in this Article is the personnel file of an Employee maintained by the Town Office. 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 shall be contained in this file.
- 9.07 When an Employee has grieved a disciplinary action and a Designated Officer has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the Employee shall be amended to reflect this action, provided that this action results in the abandonment of the grievance. Where the grievor appeals the disciplinary action to adjudication, the personnel file of the Employee shall be amended to reflect the award of the adjudicator or adjudication board.
- 9.08 An Employee may be dismissed, suspended, demoted or given a written reprimand for just cause.

ARTICLE 10
Termination of Employment

- 10.01 The Employer shall give permanent Full Time and Part Time Employees the period of termination notification or pay in lieu thereof, in accordance with the minimum requirements of the *Employment Standards Code*, except when terminated for just cause.
- 10.02 An Employee who is discharged shall receive their termination entitlements no later than three (3) days after the last day of employment. An Employee who voluntarily leaves the employ of the Town shall receive their wage and vacation pay to which the Employee is entitled within ten (10) days following the day on which the Employee terminates their employment.
- 10.03 Proper notice pursuant to the minimum requirements of the *Employment Standards Code* of resignation by an Employee may be waived by the Chief Administrative Officer.
- 10.04 Casual Employees that do not work a shift within three (3) months will forfeit their position and be terminated unless there is written permission from the Employer.

ARTICLE 11
Harassment and Discrimination

- 11.01 The Employer, Union and Employees are committed to having a safe and respectful workplace.
- 11.02 The Employer will not tolerate discrimination in employment on the basis of race, religious beliefs, colour, gender, physical disability, mental disability, age (18 years or more), ancestry, place of origin, marital status, source of income, family status, sexual orientation, gender identity or gender expression.

- 11.03 The Employer, Union and Employees are committed to having a workplace where workplace violence, sexual harassment and harassment are not tolerated.
- 11.04 In this collective agreement, harassment in the workplace is unwelcome verbal or physical conduct related to the grounds of discrimination noted above. It may be a pattern of such conduct. Harassment may cause embarrassment, humiliation and may interfere with a person's performance.
- 11.05 In this collective agreement, sexual harassment in the workplace is behaviour of a sexual nature which occurs from verbal or physical conduct without consent. It may be a pattern of such conduct. Sexual harassment may cause embarrassment, humiliation and may interfere with a person's performance.
- 11.06 An Employee who has a complaint of discrimination, harassment, sexual harassment or workplace violence has a responsibility to document the incident and advise the offender that their actions are unacceptable. It is imperative that the alleged offender be made aware that the behaviour or conduct is offensive, and be given the opportunity to cease such behaviour.
- 11.07 If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee will report the incident directly to their immediate supervisor, Department Head or the Chief Administrative Officer and an investigation will be conducted by the Employer. In the event the investigation supports the complaint, disciplinary action, up to and including discharge, may be taken by the Employer.
- 11.08 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of discrimination, harassment, sexual harassment or workplace violence. If an Employee acts in bad faith in making a complaint of discrimination, harassment, sexual harassment or workplace violence, disciplinary action may be taken against such Employee.
- 11.09 All complaints will be dealt with promptly and in a confidential manner. Investigations and corrective measures if necessary will be concluded within ninety (90) days from the date of the complaint unless documented circumstances warrant an extension and agreement from the Union is received, which approval will not be unreasonably withheld.

ARTICLE 12

Seniority

- 12.01 Seniority for Full-Time and Part-Time Employees shall be defined as the length of continuous service with the Employer from the Employee's last date of hire. Upon completion of the probationary period, seniority shall be retroactive to the date of hire.
- 12.02 Temporary and Casual Employees do not have seniority.
- 12.03 Temporary or Casual Employees who are hired to full-time or part-time positions, shall have their seniority date established by prorating their time to full-time equivalency for previous time worked with the Employer. The date the Employee attained a full-time or part-time position shall be back-dated according to the full-time equivalency. Full-time equivalency will be calculated on the basis of a 2080 hour work year for outside workers and an 1950 hour work year for inside workers.

- 12.04 An Employee shall lose seniority in the event:
- (a) The Employee is discharged for just cause and is not reinstated;
 - (b) The Employee resigns; unless the Employee returns to active employment within three (3) months of their termination date;
 - (c) The Employee is laid off for a period longer than one (1) year; or
 - (d) Accepts a permanent out-of-scope position with the Employer for a period of longer than six (6) months.

ARTICLE 13
Job Opportunities and Training

13.01 Promotions and Vacancies

The Town shall post, internally, notice of permanent in-scope vacancies or new positions to be filled, not less than five (5) working days before the notice of vacancy or new position is posted externally. Vacancies in existing positions can be posted internally and externally simultaneously as long as internal candidates are given preference when all attributes in item 13.03 are relatively equal and satisfactory.

13.02 All applications for promotion or vacancy shall be made in writing to such Officer that the Town has designated on the posting.

13.03 When making promotions and filling vacancies within positions covered by this Agreement, the determining factors shall be skill, training, knowledge, education and other relevant attributes including, but not limited to, ability and certification. Where these factors are considered by the Town to be relatively equal and satisfactory, seniority shall be the deciding factor.

13.04 Applicants for posted vacancies or promotions, shall be informed in writing of their acceptance or rejection within five (5) working days of the date of the decision.

13.05 All Employees accepting a different position shall serve a six (6) month trial period. During this trial period, an Employee will be assessed as to the Employee's ability to perform the duties of the position. Should the Employer determine that the Employee can not perform the duties in a satisfactory manner; the Employee will be returned to the Employee's former position with no loss of seniority. Should the Employee decide during the trial period to return to the Employee's former position, the Employee should so indicate in writing and the Employer will honour the request.

The Town will endeavour to reassign any Employees who are affected by an Employee returning to their former position, but in some cases, termination of a non-permanent Employee will be the only option.

13.06 In the event an Employee is moved to a lower paid position as a result of an application for a lower paid position, their salary shall be adjusted immediately to the applicable step on the lower pay scale.

ARTICLE 14
Hours of Work

14.01 For the purpose of calculating overtime, a normal work week shall consist of forty (40) hours, and eight (8) hours within a nine (9) hour period per day with one (1) hour off without pay for lunch. Meal breaks may be required to be one-half (1/2) hour duration. Meal breaks shall be paid when the employer requires employees to remain at the worksite during the meal break.

14.02 The normal daily hours of work of all Employees, except for those specifically set out as follows, shall be worked between 7:00 a.m. and 5:00 p.m.

(a) Employees in a clerical or police clerk position shall work thirty seven and one-half (37.5) hours per week, Monday to Friday inclusive, with two (2) consecutive days of rest every week.

(b) Landfill/Waste Transfer Attendant Employees shall work a forty (40) hour work week, Sunday to Saturday inclusive: eight (8) hours per shift. The Employer will endeavour to grant two consecutive days of rest per week. For special Aquaplex events, temporary changes in schedule may be necessary

(c) Public Works, Water Works, Water Treatment, Recreation Facilities and Buildings and Grounds Employees may be required to work shifts outside of the ordinary work day and ordinary work week.

(i) Shifts will be established by the Town and any change to a shift schedule will be posted five (5) working days prior to the start of a shift. Shifts will be scheduled to provide at least eight (8) hours rest between the finishing of one shift and the commencement of another. Failure to provide such rest period will result in the payment of two (2) times their regular rate of pay for all hours worked in such shift that does not provide eight (8) hours rest between the finishing of one shift, and the commencement of another.

(ii) The Town will provide Employees with two (2) consecutive days off per week; however, variations may be made through mutual agreement between the Union and the Town.

14.03 Rest Periods

A rest period of fifteen (15) minutes in both the first one-half and second one-half of a shift will be permitted for all shifts of at least six (6) hours in duration, provided the time is spent at the point where the work is being carried out.

14.04 Modified Work Week

At the request of either the Employees working in a department or the Employer, and upon mutual agreement with the Union, the Employer may implement a modified work week in which Employees work up to ten (10) regular hours per day four (4) days per week. This modified work week is an averaging agreement. Such agreements may be ongoing or seasonal.

Employees working on averaging agreements shall work up to ten (10) hour shifts on four (4) days during the work week and have one (1) scheduled day off in addition to the two consecutive days of rest as per 14.02 (c) (ii). Employees working on a scheduled day off shall be entitled to overtime pay above. When a named holiday occurs during the modified work week, Employees scheduled to work during the named holiday will be entitled to pay under 18.02 (c) for their full 10 hour shift.

ARTICLE 15
Reporting for Work

- 15.01 When an Employee is required to report for work and is unable to commence work or complete the scheduled shift for reasons determined by the Employer such Employee shall be paid three (3) hours at their regular rate or the hours actually worked, whichever is greater.
- 15.02 If an Employee is not required to work their next scheduled working day or shift, the Employee must be notified twelve (12) hours prior to the start of said working day or shift. If such notification is given, show-up time will not be paid.

ARTICLE 16
Overtime

- 16.01 Employees shall receive two (2) times their regular rate of pay for all overtime.
- 16.02 Call-out will be paid at two (2) times the regular rate of pay with a minimum of one (1) hour.
- 16.03 Overtime must be approved in advance by the Immediate Supervisor.
- 16.04 Employees shall be provided with a thirty (30) minute break and be eligible for meal reimbursement as per Town Policy after every four (4) hours of continuous overtime.

ARTICLE 17
Banked Overtime

- 17.01 When an Employee works overtime, the Employee may, at their discretion request the Town credit two (2) times the regular rate of pay to their vacation overtime bank to a maximum accumulated dollar equivalent of eighty (80) hours.
- 17.02 Upon five (5) days' notice by the Employee to their Immediate Supervisor, the Employee may, at their discretion, request approval to liquidate some or all of the Employee's "banked" time by taking leave with pay and/or by requesting a cash pay out at straight time rate. Permission for leave will be subject to service requirements but will not be unreasonably denied.
- 17.03 The time shall be taken at a later date mutually agreeable to the Employer and the Employee.
- 17.04 Any time banked and not used prior to the first pay period in December will be paid out on the last pay period of that year at the rate which it was earned.

ARTICLE 18
General Holidays

18.01 For the purpose of this Agreement, the following general holidays shall be observed by the Town:

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

and holidays proclaimed by the Town and/or the Government of Alberta and/or the Government of Canada, except where such proclaimed holiday is in lieu of one of the above named holidays, in which case the proclaimed holiday only shall be observed in lieu of the named holiday.

18.02 Permanent and probationary Employees shall receive said holidays off with pay, in accordance with the following provisions:

- (a) If a holiday falls on a Employee's regular day off, the Employee shall be entitled to take a regular working day off in lieu of such holiday. The working day in lieu shall be established by the Town and shall be the working day or working days prior to or the working day or working days subsequent to the holiday(s).
- (b) An Employee is not entitled to general holiday pay or pay for a day established to be observed in lieu of the general holiday when the Employee does not work on said day when scheduled to do so, or is absent without the consent of the Town on the Employee's last scheduled working day preceding, or the Employee's first scheduled working day following the day established for observance of the holiday.
- (c) If a Permanent Employee is required to work on a holiday, the Employee shall receive their regular day's pay and two (2) times the regular pay for any hours worked, or the Permanent Employee may request the wages due in addition to the regular pay for the holiday be banked in the same manner as the provisions of the Article 17 Banked Overtime.
- (d) If a holiday falls on a shift worker's day off, the Employee shall receive a day off with pay at a time which is mutually agreed to by the Town and the Employee. Where the Town determines that the provision of a day off in lieu of the holiday is not appropriate to its operation, the Employee shall receive a regular day's pay.

18.03 Casual and Temporary Employees

- (a) Casual and Temporary Employees' general holiday pay shall be five percent (5%) of the Employee's straight time wages and shall be paid each pay period with the Employee's regular pay.
- (b) Casual and Temporary Employees shall receive those general holidays set out in this Agreement as time off without pay.

ARTICLE 19
Annual Vacations

- 19.01 For the purpose of this Article, a day shall be the normal daily hours of work of the Employee as set out in Article 14.02.
- 19.02
- (a) For the first five (5) years of continuous employment a Permanent Full-time Employee shall earn vacation leave of fifteen (15) working days per year.
 - (b) For years six (6) through ten (10) of continuous employment a Permanent Full-time Employee shall earn vacation leave of twenty (20) working days per year.
 - (c) For year eleven (11) through sixteen (16) continuous employment a Permanent Full-time Employee shall earn vacation leave of twenty-five (25) working days per year.
 - (d) For year seventeen (17) and thereafter of continuous employment a Permanent Full-time Employee shall earn vacation leave of thirty (30) working days per year.
- 19.03 An annual vacation schedule is to be drawn up by all departments for approval by the Department Head before April 1st of each year or on such other date as may be deemed appropriate by the Town. Changes may be made in the approved schedule when necessary upon approval of the Department Head. Seniority will settle all disputes. In the event that an Employee does not schedule vacation by April 1st, the Department Head shall schedule the Employee's vacation at the Town's convenience.
- 19.04 All reasonable efforts will be made to ensure, subject to an Employee's request that at least one (1) week of annual vacation shall fall between July 1 and August 31.
- 19.05 An Employee is expected to use the current year's entitlement each year, however, where for the purpose of an extended holiday or some other acceptable reason, an Employee may carry over, with the approval of the Chief Administrative Officer or designate, up to five (5) days of vacation leave each year to a total accumulation of not more than one additional year's entitlement.
- 19.06 Casual and Temporary Employees shall receive vacation entitlement pay based on six percent (6%) of their straight-time earnings and shall be paid each pay period with the Employee's regular pay. In the sixth (6th) year of service such pay shall be according to the Employee's length of service as per Article 19.02.
- 19.07 Permanent Part-Time Employees shall have their vacation rate of accrual and length of paid vacation leave pro-rated in relation to actual hours worked.

ARTICLE 20
Sick Leave

20.01 Sick leave means the period of time a Permanent Employee is permitted to be absent from work with no loss of regular earnings by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Workers' Compensation Act* or other benefits provided by the Employer such as long or short-term disability benefits. This does not include the illness of a family member.

The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from duty for such therapy shall be eligible for sick leave coverage.

Absences as a result of an injury or illness that occurred while in the employ of another Employer and for which the Employee is eligible for Workers' Compensation coverage are not included in this definition. Leave without pay will be granted in these cases.

For the purpose of this Article, a day shall be the normal daily hours of work of the Employee as set out in Article 14.02.

20.02 Amount of Sick Leave

Permanent Employees shall be credited with sick leave, as follows:

- (a) Full-time Employees shall earn sick leave credits at a rate of one and one-half (1 1/2) days per month to a maximum of twenty-seven (27) days.
- (b) Part-time Employees shall be credited with a pro-rata amount of one and one-half (1 1/2) days per month with pay.

20.03 Sick leave can be used to supplement compensation received from short-term disability up to 25% of the Employee's regular rate of pay.

20.04 Unused sick leave may be carried forward and accumulated to a maximum of twenty-seven (27) days. A deduction shall be made from the accumulated sick leave for all normal working hours absent because of illness, as defined in 20.01.

20.05 The Employer will not normally request a certificate from the Employee's attending doctor and/or a statement signed by the Employee confirming the reason for the absence when any time is charged against sick time credits. In those instances, where proof of illness is required, the Employee shall be notified by a Manager of this requirement and will be provided with written reasons why proof of illness is required. When directed by a manager to provide such proof, the Employee shall be advised of the requirement prior to their return to work. Where there is a fee charged by the Doctor for a medical note requested by the Employer, the Employer shall reimburse the Employee the actual cost of obtaining the medical note.

20.06 All time during which an Employee is absent for illness as defined in Article 20.01 or for purposes of diagnostic, dental or therapeutic consultation or treatment shall be charged against an Employee's sick leave entitlement.

- 20.07 Sick leave shall not be used for any purpose other than to provide income replacement, as provided herein. Employees found guilty of abusing sick leave shall be subject to dismissal.
- 20.08 When an Employee is given leave of absence without pay, for any reason, and returns to the service of the Town upon expiration of such leave of absence, etc., the Employee shall not accrue sick leave credits for the period of such leave of absence, but shall retain the cumulative credit, if any is existing at the time of such leave.
- 20.09 Sick leave without pay may be granted at the sole discretion of the Town to an Employee who does not qualify for sick leave with pay, or who is unable to return to work at the termination of the period for which sick leave with pay is granted.
- 20.10 On termination of employment, all sick leave credits shall be cancelled and no payment shall be due therefore.
- 20.11 If an Employee is hospitalized for an illness or injury during their vacation, the Town shall, upon receiving proof from the Employee of such hospitalization and subsequent convalescence, allow such time to be charged to their sick leave credit and allow the Employee to utilize the vacation credits then remaining, at a time suitable to the Department Head.
- 20.12 Medical Examinations
- When there is reasonable cause for doing so, the Employer may require an Employee to be examined by a physician named by the Employer at the Employer's expense. A physician includes a specialist, psychologist and psychiatrist. Such information shall be kept confidential. The Town will pay the cost of such medical examinations.

ARTICLE 21

Maternity-Parental-Adoption Leave

- 21.01 (a) As per Employment Standards Code, an Employee shall, upon their written request providing at least six (6) weeks advance notice, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that the Employee commences maternity leave not later than the date of delivery.
- (b) Maternity leave shall be without pay and benefits except for the portion of maternity leave during which the Employee has a valid health related reason for being absent from work, in which case the Employee shall be eligible for sick leave benefits, pursuant to Article 20 - Sick Leave, and Schedule "B" Benefits. The total period of leave shall not exceed seventy-eight (78) weeks. This is made up of sixteen (16) weeks maternity leave and sixty-two (62) weeks parental leave.
- (c) An Employee on such leave shall provide the Employer with four (4) weeks written notice of readiness to return to work, following which the Employer will reinstate them in the same position held by the Employee immediately prior to taking such leave.

- (d) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave. If maternity leave has not already commenced, such maternity leave shall commence on the date that the pregnancy ends. Such maternity leave shall end sixteen (16) weeks after the commencement of the leave.

21.02 An Employee shall be entitled to Parental and Adoption Leave in accordance with the provisions of the Employment Standards Code.

21.03 An Employee, who at the commencement of leave under Article 21 is participating in the plans outlined in Schedule "B" shall have continued coverage for the total period of the leave. Premium contributions will be paid totally by the Employee.

ARTICLE 22

Bereavement/ Caregiver Leave

22.01 Bereavement Leave

Full-Time and Part-Time Employees are entitled to up to five (5) working days of bereavement leave, with pay, for the death of a member of the Employee's immediate family.

22.02 An "immediate relative" shall mean: the spouse or common-law spouse; son; daughter; father; mother; sister; brother; aunt; uncle; niece/nephew; cousin; mother-in-law; father-in-law; sister-in-law; brother-in-law; grandparent; grandchild; son-in-law; daughter-in-law; of the permanent Employee. Such family members shall include step-relations (example step-sister, step-father, step-grandparent).

22.03 In the event of the death of another relative or close friend, the Employer may grant up to one (1) day off with pay to attend the funeral.

22.04 Caregiver/Job Protected Leave

Upon approval of the Employer, an Employee who is eligible for caregiver leave or other job protected leaves under federal or provincial legislation will be granted a leave of absence without pay. An Employee, who at the commencement of leave under Article 22 is participating in the plans outlined in Schedule "B" has the option to have continued coverage for the total period of the leave. Premium contributions will be paid totally by the Employee. The Employer may require the Employee to provide satisfactory proof of the terminal care leave.

ARTICLE 23

Leave of Absence

23.01 Any Employee desiring leave of absence without pay must apply in writing for same to the Department Head.

23.02

Leave for Union Business

- (a) When it is necessary for an Employee to make application for leave of absence to perform duties of any office in their Local Union or the Parent Union, such request shall have priority over all other applications. The application must be made with at least ten (10) days' notice through the Union to the Chief Administrative Officer. The Town agrees, subject to operational requirements of the municipality, to grant the requested leave. The Employee shall retain seniority rights during this leave period.
- (b) An Employee, who is appointed to represent the Union in negotiations, the grievance procedure or any other bona fide Union business and, as a result of said appointment, requires time off from work, shall be paid by the Town at their regular rate of pay for such lost time and the Union shall reimburse the Town for said payment, including actual costs for providing benefits to the Employee during the leave.

23.03

When a Permanent Employee has been granted a leave of absence beyond thirty (30) working days, and is participating in the plans outlined in Schedule "B", the Employee has the option to have continued coverage for the total period of the leave. Premium contributions will be paid totally by the Employee.

23.04

When an Employee overstays a leave of absence without the express written permission of the Chief Administrative Officer, the Employee shall automatically forfeit their position with the Town, unless it can be subsequently shown the Employee was prevented from doing so for a legitimate reason.

23.05

When an Employee who is elected for or appointed to a Full-Time position with the Union, the Employee shall be granted a one (1) time leave of absence, for one (1) term of up to two (2) years without pay and without loss of seniority for the period of their appointment. The application for such leave must be made in writing with as much advance notice as possible. The Parties agree to negotiate the terms and conditions that will apply to the individual leave arrangement.

23.06

Domestic Violence Leave

An Employee who has completed ninety (90) days of employment and who requires time off for domestic violence leave, as defined in the Employment Standards Code, shall be granted leave for up to ten (10) days per year, of which the Employer will pay for five (5) days, one (1) time for one or more of the following purposes:

- (a) to obtain services in respect of the violence from a victim services organization;
- (b) to obtain psychological or other professional counselling for the Employee or the Employee's child in respect of the violence;
- (c) to relocate temporarily or permanently;
- (d) to seek legal or law enforcement assistance including preparing for or participating in any legal proceeding related to or resulting from the violence;

(e) any other purpose provided for in the regulations.

An Employee may also access applicable leaves of absence or banks such as sick leave or personal leave.

Personal information concerning domestic violence will be kept confidential by the Employer.

When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.

Employees may be required to submit satisfactory proof to the Employer demonstrating the need for domestic violence leave. Proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer, or lawyer.

23.07 Citizenship Ceremony Leave

An Employee who has completed ninety (90) days of employment is entitled to one half (1/2) day of leave with pay to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the *Citizenship Act* (Canada).

23.08 Military Leave

An Employee who is required by military authorities to attend training or perform military services shall be granted leave without pay.

ARTICLE 24
Jury Duty and Court Service

24.01 If an Employee is called to the courts as a member of a jury, or as a subpoenaed witness, the Employee shall continue to receive their regular salary, at their basic rate of pay. Any monies the Employee receives from the courts shall be paid to the Employer.

24.02 Employees shall, whenever possible, perform their work between periods of jury duty or while awaiting jury call.

24.03 In seeking reimbursement from the Town for the difference between court or jury pay and full wages, Employees shall submit a statement of fees received to the Town.

ARTICLE 25
Personal Leave

25.01 Regular, benefit-earning Employees shall be entitled to four (4) paid Personal Leave Days off each payroll year. Employees shall be able to request days off as far in advance as possible. These Personal Leave Days are for the purpose of attending to personal matters and family responsibilities, including but not limited to attending appointments with family members. Requests for personal leave shall not be unreasonably denied, subject to operational requirements. Any leave days not used by an Employee cannot be carried over into a new payroll year.

ARTICLE 26
Additional Employment

- 26.01 No Permanent Employee shall engage in additional employment which would be in conflict with their employment, while an Employee of the Town.

ARTICLE 27
Pay Days

- 27.01 The Employer will pay Employees covered by this Agreement, on a bi-weekly basis. A five (5) day processing period applies.
- 27.02 Regular pay days will be every second Friday, except when such a day falls on a bank holiday. When this is the case, the pay day will be one (1) banking day prior to the bank holiday.
- 27.03 Should the Employer issue an Employee an overpayment of wages, the Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements will be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten per cent (10%) of the Employee's gross earnings per pay period. The Employer may recover any remaining overpayment amount from an Employee's final pay if there is an outstanding balance at the time of termination.

ARTICLE 28
Assuming Another Classification

- 28.01 An Employee directed to assume the duties of a higher classification within the Bargaining Unit, for greater than one (1) day shall be paid in the range of the higher classification at the level of said range which is higher than their current wage. An Employee directed to assume the duties of a classification to which a lower rate of pay is assigned shall retain their previous rate of pay.

ARTICLE 29
On-call/Standby

- 29.01 On-call/standby
- (a) When an Employee is directed to be available to return to work outside of regular scheduled working hours, they shall be paid at the rate of one (1) hour's pay per day at the maximum pay range of the appropriate supervisor.
- (b) This rate shall be increased to two (2) hours pay per day for standby duties performed on scheduled days of rest and statutory holidays.
- 29.02 An Employee who is called back to work pursuant to Clause 30.01 above shall be compensated in accordance with Clause 16.01, Overtime, for all hours worked.
- 29.03 When an Employee, while on on-call/standby, is unable to report to work when required, no compensation shall be granted for that day.
- 29.04 An Employee who is off on Sick Leave shall not be placed on the On-call/Standby schedule for the period of the Sick Leave. It shall be the responsibility of the Employer to replace an Employee who cannot do their scheduled On-call/Standby due to illness.

- 29.05 An Employee shall not normally be required to be on-call on two (2) consecutive weekends or two (2) consecutive paid holidays where other qualified staff are available.
- 29.06 All Employees within a functional area shall receive the opportunity to be assigned on-call on a fair and equitable basis.
- 29.07 On-call duty will be determined by the Manager and all relevant departments within the Town will be eligible.
- 29.08 Not more than one (1) payment for call-out will be made within a one (1) hour period.

ARTICLE 30
Shift Differential/Weekend Premium

- 30.01 Where, because of operational requirements, an Employee is scheduled by the Employer to work shifts, that Employee shall receive in addition to their 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 5:00 p.m. and 8:00 a.m.
- 30.02 An Employee who works Saturdays or Sundays as part of their regular work week shall receive in addition to their regular rate of pay a weekend premium of one dollar and fifty cents (\$1.50) for each hour worked from 5:00 p.m., 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.
- 30.03 For the purposes of this Article, a shift refers to the daily equivalent of the normal hours of work as set out in Article 14, Hours of Work. An Employee who works less than the daily equivalent normal hours of work shall be paid shift differential, provided the Employee works a minimum of four (4) hours within the period between 5:00 p.m. and 8:00 a.m.
- 30.04 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.
- 30.05 Where a normal schedule has been established, the Town agrees to give the Union and any Employees affected five (5) working days notice of intent to change the schedule. If five (5) days' notice is not given by the Town, the first two (2) hours of the next shift shall be paid at two (2) times the regular rate of pay.

ARTICLE 31
Sub-Contracting

- 31.01 The Town shall not sub-contract any work which has been normally performed by its Employees, if it will cause any layoff of the Town's Employees.

ARTICLE 32
Workers' Compensation

- 32.01 In accordance with the *Workers' Compensation Act*, when an Employee sustains an injury in the course of the Employee's duties with the Employer, and the Employee is absent from work, the Employee and the Employer will complete the Employer and Employee forms for Workers' Compensation.
- 32.02 When an Employee is unable to work as a result of a compensable accident or illness that occurs in the course of their work, the Employee shall only be eligible for those benefits provided under the *Workers' Compensation Act*.
- 32.03 An Employee who is injured on the job during working hours and who is required to leave the work site for treatment or is sent home as a result of such accident or injury, shall not suffer any loss of pay for that day's work, regardless of the time of the injury.
- 32.04 The Employer will continue to pay the Employer's share of the premiums for all applicable benefits for a maximum of twelve (12) months. The Employee must make arrangements to pay the Employee's share of all premiums.

ARTICLE 33
Loss of License/ Security Clearance

- 33.01 Employees who are required to maintain a valid operator's license or Employees who are required to maintain a security clearance for the purpose of their work with the Town, shall be terminated from their employment in the event of:
- (a) Loss of operator's license for a period of more than six (6) months.
 - (b) Loss of security clearance.
- 33.02 Permanent Employees who lose their operator's license for a period of six (6) months or less, may be offered alternative employment should such work be available and should the Employee be qualified to perform the duties of the job.
- (a) If the Employee is offered alternative employment, the Employee shall be paid at the appropriate rate for the offered job.
 - (b) Should alternative employment not be offered, the Employee shall be placed on leave without pay until such time as the license is reinstated.

ARTICLE 34
Safety Wear

- 34.01 Where the Employer determines that coveralls, smocks, wet weather gear and equipment, protective clothing, tools or equipment or such items should be provided for the protection of the Employee's personal garments, such items shall be provided and/or replaced as approved by the Employer. All such items remain the property of the Employer.
- 34.02 All articles, as described in 34.01, shall be carefully looked after and kept clean by the Employees.

34.03 A Safety Footwear Allowance shall be provided annually to those permanent Employees who are required to wear safety footwear under the *Occupational Health and Safety Regulations and Code*, CSA approved and who provide a receipt shall be reimbursed for the cost.

34.04 A Town of Ponoka logo clothing allowance of up to one hundred dollars (\$100.00) will be provided to every permanent Employee. All clothing will be ordered through the Town of Ponoka from a selection of approved clothing.

ARTICLE 35

Work by a Supervisor/ Volunteer

35.01 The Town agrees that out of scope management and other persons not in the bargaining unit shall not perform duties of Employees who are in the bargaining unit, except in emergency situations and for the purpose of training. This Article shall not apply to the use of volunteers where such use does not result in the reduction of any Employee's regularly scheduled hours of work.

ARTICLE 36

Negotiating Conditions

36.01 A Union Bargaining Committee shall be elected by the membership and consist of not more than five (5) members of the Union, of which no more than three (3) shall be Employees of the Town.

36.02 Any representative of the Union on the Negotiating Committee, who is in the employ of the Town, shall have the right to attend negotiating meetings held within working hours, without loss of remuneration (See Clause 23.02(b)).

36.03 The Union bargaining team and the Town bargaining team have the authority to conclude a Memorandum of Agreement.

Such Memorandum of Agreement is absolutely conditional on ratification, both by the Union membership covered by this Agreement and by the Town Council.

36.04 Either party may give to the other not less than sixty (60) nor more than one hundred and twenty (120) calendar days prior to the termination of this agreement notice in writing of its intention to commence collective bargaining. Collective bargaining shall be conducted in accordance with the provisions of the *Labour Relations Code*.

Where notice is served by either party under the Labour Relations Code, provisions of this Collective Agreement shall continue until either:

- (a) a settlement is agreed upon and a new Collective Agreement signed; or
- (b) a settlement is not agreed upon and then this Collective Agreement shall remain in effect until a strike or lockout commences as provided in the Labour Relations Code.

Any notice required to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:

In the case of the Employer to:

Chief Administrative Officer
Town of Ponoka
200, 5604 50 Street
Ponoka, AB T4J 1G5

In the case of the Union to:

The President
Alberta Union of Provincial Employees
10025 182 Street NW
Edmonton, AB T5S 0P7

- 36.05 The Employer and the Union Shall equally cost share the printing of this Agreement. Printing of this agreement shall be completed by the Union.

ARTICLE 37

Labour Management Committee

- 37.01 The Town and the Union agree to establish a Labour Management Committee, comprised of no more than three (3) members from Management, and no more than three (3) members of the Union.
- 37.02 The Committee shall concern itself with matters not related to the administration or interpretation of the provisions of this Collective Agreement, of the following general nature:
- (a) Promotion of safety and sanitary practices and the observance of safety rules.
 - (b) Suggestions from Employees, questions of working conditions and service.
 - (c) Promotion of education and training of staff.
 - (d) Such other matters of mutual concern, as the parties deem proper within their jurisdiction.
- 37.03 Meetings of the Labour Management Committee shall meet at least once every six (6) months or at the call of either side and shall be held at times mutually agreeable to both parties. A statement outlining the matters for discussion will be submitted by each party not less than five (5) working days prior to the time of the scheduled meeting, except in the case of emergency.

ARTICLE 38

Government-Funded Programs

- 38.01 This Agreement does not pertain to any Employee hired under a Provincial or Federal Government assisted program.

ARTICLE 39
Classifications

39.01 Employees shall be provided with a job description for their position upon hire, upon request, or if the Employer significantly alters it.

39.02 **New Positions**

If the Town creates a new position or significantly alters a position within the bargaining unit as defined by the Labour Board certification which may not be included in the salary schedule in this Agreement, it shall establish the salary structure and then give written notice to the Union.

39.03 If the Union fails to object in writing within thirty (30) calendar days of receipt of the notice from the Town, the salary structure shall be considered as established.

39.04 If the Union objects to the salary structure established by the Town and by negotiation succeeds in revising the salary structure, the revised salary structure shall be retroactive to the date the new position was implemented.

39.05 Failing resolution of the matter by negotiation, within a further thirty (30) calendar days of receipt of the notice from the Town, it may be referred to arbitration, as provided in the grievance procedure.

39.06 Where the Employer and the Town have reached an agreement on the salary attached to a new position they shall enter into a Letter of Understanding that includes the Position and the position's salary. Once the new position has been, through Negotiations, included in the Collective Agreement, the Letter of Understanding can be deleted.

39.07 **Reclassification**

An Employee who is reclassified to a position with a higher Basic Rate of Pay shall be advanced to the step of the salary for the new classification that is not lower than the Employee's current salary.

An Employee who is reclassified to a position with a lower Basic Rate of Pay shall be maintained at their current salary until the rate of pay for the new classification exceeds the Employee's rate of pay.

ARTICLE 40
Salaries, Wages and Benefits

40.01 The basic minimum salary scales and increments as set out in Schedule "A", which is attached to, and forms part of this Agreement, shall be applicable to all Employees covered by this Agreement on the dates and year indicated.

40.02 Schedule "B" — Benefits is attached to, and forms part of this Agreement and is applicable to all Permanent Employees covered by this Agreement on the dates and year indicated.

40.03 There shall be no pyramiding of benefits or other entitlements.

ARTICLE 41
Annual Performance Evaluations

- 41.01 All performance evaluation documents for members of the bargaining unit will be completed by Employees of the Town who are not members of the bargaining unit.

ARTICLE 42
Workload Review

- 42.01 The Parties recognize the importance of discussions regarding workload for the benefit of delivering a safe, respectful, effective, efficient, quality public service. Employees are encouraged to regularly discuss the manageability of their workloads with their direct supervisors. Excessive workloads are of concern to Employees, the Union and the Employer.

42.02 **Workload Review Process**

(a) Stage 1 – Manager

Where an Employee or group of Employees is concerned they cannot meet workload expectations, they may raise the concern with their immediate out of scope supervisor or manager. The Manager shall meet with the Employee or group of Employees within fourteen (14) days of the concern being raised to discuss and resolve the concern. The Manager shall provide a timely reply in writing.

(b) Stage 2 – General Manager

If the Manager and the Employee or group of Employees are unable to resolve the concern at Stage 1, the Union may submit the matter in writing to the appropriate General Manager within seven (7) days of receipt of the reply at Stage 1. The Parties shall meet to discuss the concern within fourteen (14) days. The General Manager shall provide a reply in writing within seven (7) days of the Stage 2 meeting.

(c) Stage 3 – Chief Administrative Officer (CAO)

If the General Manager and the Employee or group of Employees are unable to resolve the concern at Stage 2, the Union may submit the matter in writing to the CAO within seven (7) days of receipt of the reply at Stage 2. The Parties shall meet within fourteen (14) days of the concern being raised to discuss and resolve the concern. The CAO shall provide a reply in writing seven (7) days of the Stage 2 meeting.

- 42.03 The time limits in the Workload Review Process may be adjusted by mutual agreement of the Parties.

ARTICLE 43
Continuing Education

- 43.01 On the recommendation of a Department Head and approval of the Chief Administrative Officer, an Employee may be considered for enrollment in a course, which would be of benefit to the Employee and the Town.

Any Employee attending a course approved by the Chief Administrative Officer will be entitled to have registration fees and additional expenses paid for by the Town in accordance with 43.03. Payments will only be made for expenses covered by a receipt.

43.02 An Employee who registers in a training course approved by the Chief Administrative Officer shall upon successful completion of a course, be reimbursed for one hundred percent (100%) of the tuition costs.

43.03 Employees authorized to attend approved seminars or short courses out of town will have the following paid for by the Town upon submission of receipts:

- (a) Registration fees;
- (b) transportation or mileage — at the per kilometer rate as per the current Town of Ponoka Travel and Subsistence Reimbursement policy;
- (c) hotel or motel accommodation (or other accommodation type);
- (d) reasonable meal costs plus a fifteen (15) percent gratuity (receipts must be provided), or a meal allowance (without a receipt) as per the current Town of Ponoka Travel and Subsistence Reimbursement policy,
- (e) the Employee's normal hourly wage rate for all of the regular scheduled working hours (there will be no overtime entitlement for attending courses).
- (f) one (1) personal long distance phone call for each twenty-four (24) hour period.
- (g) a daily allowance of ten dollars (\$10) for incidental expenses; and
- (h) parking costs.

43.04 When seminars or courses are of two (2) or more days' duration, and the Employee stays with friends or relatives rather than in a hotel or motel, the Town will pay the per diem rate for private accommodation as per the current Town of Ponoka Travel and Subsistence Reimbursement policy in lieu of the provisions stated in clauses 43.03(c) and 43.03(d) above. In these circumstances the following certification will be attached to the expense statement:

"This is to certify that on

(Date)

I stayed at the home of

(Name)

(Address)

(Signature of Employee)"

- 43.05 When an Employee returns home at night rather than staying away from home, the Town will pay the lesser of:
- (a) Return transportation —mileage rates per kilometer as determined by the current Town of Ponoka Travel and Subsistence Reimbursement policy or hotel accommodation; and
 - (b) one (1) meal (lunch), if not included in the registration fee.
- 43.06 The date and time of departure to and from Ponoka must be shown on expense statements.

ARTICLE 44
Occupational Health and Safety (OHS)

- 44.01 It is the responsibility of the Employer to provide a safe and healthy workplace. The Parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention. The Employer and Employees will take reasonable steps to eliminate, reduce or minimize all workplace safety hazards. Employees have the right to know and the right to participate in OHS matters in the workplace and they have the right to refuse dangerous work.

All Employees are required to adhere to applicable OHS legislation and the Employer's OHS management system, including but not limited to standard operating procedures, safe work practices etc.

- 44.02 Joint OHS Committee

The Parties shall establish a Joint Occupational Health and Safety Committee, which shall be composed of an equal number of representatives of the Employer and of the Union and may include representatives of other employee groups. Where practical, the Union shall have at least two (2) representatives sit on the Committee(s). This Committee shall meet at least once a month.

ARTICLE 45
Layoff and Recall

- 45.01 The Town will notify Employees who are to be laid off fifteen (15) working days prior to the layoff period. Such layoff shall be in order of seniority, beginning with the least senior Employee.
- 45.02 During a period of layoff an Employee may choose at their expense to continue benefit coverage pursuant to Schedule "B" Benefits.
- 45.03 In the event that the Town is unable to contact the Employee personally, recall shall be deemed to have been carried out seven (7) days after receipt of double registered letter to the last known address of the Employee as shown on the Town record and, if returned to the Town, recall shall be deemed to have been carried out.
- 45.04 In the event of layoffs and subsequent recall, Employees will be recalled in order of seniority, beginning with the most senior Employee.

ARTICLE 46
Term of Agreement

- 46.01 The duration of this Agreement shall be for the period of January 1, 2025 to December 31, 2027.
- 46.02 This Agreement shall take effect on the date of signing and be retroactive to January 1, 2025, and shall continue in force and effect beyond the expiration date from year to year thereafter, unless notification of a desire to amend the Agreement is given in writing by either party to the other not more than one hundred and twenty (120) days nor less than sixty (60) days prior to the expiration date. Negotiations shall commence within thirty (30) days of receipt of written notice, subject to the provisions of the Labour Relations Code. The existing Agreement shall remain in force until either the expiration date of this Agreement has passed and the Union has issued a notice to strike in accordance with the provisions of the Labour Relations Code, or the expiration date of this Agreement has passed and the Town has issued a notice of lockout to the Union in accordance with the provisions of the Labour Relations Code.
- 46.03 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 the signing officers of the parties to the Agreement. Such changes shall form part of the Collective Agreement.
- 46.04 The wording and figures contained in the articles and schedules of this Agreement shall not be changed by either party, except through mutual agreement.
- 46.05 An Employee whose employment has terminated prior to the ratification of this Collective Agreement is eligible to receive retroactively any increase in wages, which the Employee would have received but for the termination of employment, upon submission of a written application to the Employer during the period between the ratification of Collective Agreement and sixty (60) calendar days after the ratification of this Collective Agreement

***SCHEDULE "A" - WAGES**

1. Premium Pay

- 1.01 Lead hands shall receive seventy-five cents (\$0.75) per hour in addition to their regular rate of pay.
- 1.02 An Employee required to spray herbicides or pesticides shall be paid fifty cents (\$0.50) per hour over and above their regular rate of pay during hours of application.

2. Permanent Employees

- 2.01 An Employee's progression from one level to the next in the pay range shall be subject to the recommendation of the Department Head and the approval of the Chief Administrative Officer.
 - (a) Upon successful completion of an Employee's probationary period, the Employee may progress to the next level in the pay range for the position's classification. The effective date for this increase shall be the day following the completion of the probationary period.
- 2.02 Should management determine that a Permanent Employee does not qualify for the annual increase from one level of their classification to the next higher level, the Employee shall be notified in writing. An Employee so affected may, within ten (10) days of receiving the notice in writing, review the matter with the Chief Administrative Officer.
- 2.03 Where the Employee is not satisfied with the review by the Chief Administrative Officer, the Employee may initiate a grievance at the final step of the grievance procedure.
 - (a) Where a salary has been denied under 2.02, the Chief Administrative Officer may, at their discretion, grant the increase at a subsequent date and for the balance of the Employee's salary year.

3. Casual/Temporary Employees

- 3.01 Casual/Temporary Employees, who have completed one thousand (1000) hours of satisfactory work, shall be eligible for a one (1) increment increase. The Employee will only be eligible for one (1) increment per calendar year. Overtime shall not be considered in this calculation. Subsequent incremental increases will be considered upon completion of each additional one thousand (1000) hours of work.

***SCHEDULE "B" BENEFITS**

1. The Town will make available group health insurance and/or pension plans from an insurer, or insurers, of their choice for the benefit of Permanent Employees covered by this Agreement.
2. When enrollment and other requirements for group participation in various plans have been met, the Town will sponsor such plans to the portion agreed upon, and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.
3. When Employees are entitled to receive disability benefits, no further salary or benefits shall be paid by the Town for the period of disability; however, accrued benefits shall be retained.
4. The Local Authorities Pension Plan is a compulsory benefit for Permanent Employees. Membership and deduction shall be made in accordance with the provisions of the Plan.
5. Payments toward the benefit plans by the Town permit them to retain premium rebates from any of the insurers and Employment Insurance (EI) rebates. Savings realized from EI rebates will be provided to the Employees as set out in the approved program.
6. Enrollment in the benefit plans set out herein is a condition of employment for those Permanent Employees whose hours of work are thirty (30) or more per week.
7. Employees may opt to continue participating in the group benefits program under the following conditions:
 - (a) Continued participation is subject to that which is authorized or accepted by the benefit agency.
 - (b) Participation is limited to:
 - (i) The first sixty (60) days of layoff.
 - (ii) The first sixty (60) days of an unpaid absence due to illness or accident.
 - (iii) Any authorized leave of absence, under one (1) year in duration.
 - (c) An Employee opting to maintain their group benefits shall prepay both the Town's and the Employee's portion of the applicable premiums.
8. A one thousand (\$1,000.00) Flex Health and Wellness Account will be provided. Receipts are required for reimbursement of expenditures. The Flex Health and Wellness Account will be in accordance with the Flex Health and Wellness Spending Policy. Any current outstanding balance in the Account will have a one (1) year carry over and maintain a one (1) year carry over of any unused fund.

9. Participation in group benefits by the Town is as follows:
- | | | |
|-----|--|---|
| (a) | Major Medical & Dental Plan
Includes extended and dental benefits | 80% of appropriate single or family premium for each Employee |
| (b) | Group Life | 80% of appropriate single or family premium for each Employee |
| (c) | Optional Life Coverage | no contribution by the Town of Ponoka |
| (d) | Accidental Death & Dismemberment | 100% of premium paid by the Town |
| (e) | Dependents' Coverage | no contribution by the Town |
| (f) | Long Term Disability Plan | no contribution by the Town |
| (g) | Personal Accident Insurance | no contribution by the Town |
| (h) | Short Term Disability | 100% of premium paid by the Town |
10. Should an Employee be off work and collecting long-term disability and be returning to the employ of the Town, the Town will continue to pay the Town's portion of the premium for the Local Authorities Pension Plan contribution, for a period not to exceed two (2) years.

Classification	Class		Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
Facilities Attendant	1	Current	\$15.13	\$15.57	\$16.06	\$16.52	\$17.01	\$17.52
		January 1, 2025 (4%)	\$15.74	\$16.19	\$16.70	\$17.18	\$17.69	\$18.22
		January 1, 2026 (3.25%)	\$16.25	\$16.71	\$17.25	\$17.73	\$18.27	\$18.82
		January 1, 2027 (2.25%)	\$16.62	\$17.09	\$17.64	\$18.13	\$18.68	\$19.24
Lifeguard I Labourer	2	Current	\$18.37	\$18.91	\$19.48	\$20.09	\$20.70	\$21.32
		January 1, 2025 (4%)	\$19.11	\$19.67	\$20.26	\$20.89	\$21.53	\$22.17
		January 1, 2026 (3.25%)	\$19.73	\$20.31	\$20.92	\$21.57	\$22.23	\$22.89
		January 1, 2027 (2.25%)	\$20.17	\$20.77	\$21.39	\$22.05	\$22.73	\$23.41
Lifeguard II	3	Current	\$20.24	\$20.86	\$21.50	\$22.14	\$22.82	\$23.51
		January 1, 2025 (4%)	\$21.05	\$21.69	\$22.36	\$23.03	\$23.73	\$24.45
		January 1, 2026 (3.25%)	\$21.74	\$22.40	\$23.09	\$23.78	\$24.50	\$25.24
		January 1, 2027 (2.25%)	\$22.23	\$22.90	\$23.61	\$24.31	\$25.06	\$25.81
Landfill Attendant	4	Current	\$21.30	\$21.92	\$22.58	\$23.25	\$23.96	\$24.68
		January 1, 2025 (4%)	\$22.15	\$22.80	\$23.48	\$24.18	\$24.92	\$25.67
		January 1, 2026 (3.25%)	\$22.87	\$23.54	\$24.24	\$24.97	\$25.73	\$26.50
		January 1, 2027 (2.25%)	\$23.39	\$24.07	\$24.79	\$25.53	\$26.31	\$27.10
Lifeguard III Accounting/ Administrative Technician	5	Current	\$23.45	\$24.15	\$24.90	\$25.62	\$26.40	\$27.19
		January 1, 2025 (4%)	\$24.39	\$25.12	\$25.90	\$26.64	\$27.46	\$28.28
		January 1, 2026 (3.25%)	\$25.18	\$25.93	\$26.74	\$27.51	\$28.35	\$29.20
		January 1, 2027 (2.25%)	\$25.75	\$26.52	\$27.34	\$28.13	\$28.99	\$29.86
Administrative Assistant Equipment Operator I - Arena and Sports Fields Equipment Operator I - Buildings and Grounds Equipment Operator I - Public Works	6	Current	\$25.85	\$26.62	\$27.45	\$28.26	\$29.10	\$29.98
		January 1, 2025 (4%)	\$26.89	\$27.69	\$28.54	\$29.39	\$30.27	\$31.18
		January 1, 2026 (3.25%)	\$27.76	\$28.59	\$29.47	\$30.34	\$31.25	\$32.19
		January 1, 2027 (2.25%)	\$28.38	\$29.23	\$30.13	\$31.03	\$31.95	\$32.91
Police Clerk Utility Operator I	7	Current	\$27.16	\$27.96	\$28.81	\$29.67	\$30.56	\$31.48
		January 1, 2025 (4%)	\$28.25	\$29.08	\$29.96	\$30.86	\$31.78	\$32.74
		January 1, 2026 (3.25%)	\$29.17	\$30.03	\$30.93	\$31.86	\$32.82	\$33.80
		January 1, 2027 (2.25%)	\$29.82	\$30.70	\$31.63	\$32.58	\$33.55	\$34.56

Classification	Class		Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
Accounting Technician	8	Current	\$28.49	\$29.36	\$30.24	\$31.15	\$32.08	\$33.04
Eng/Dev Assistant		January 1, 2025 (4%)	\$29.63	\$30.53	\$31.45	\$32.40	\$33.36	\$34.37
Equipment Operator II		January 1, 2026 (3.25%)	\$30.59	\$31.52	\$32.48	\$33.45	\$34.45	\$35.48
Protective Services Assistant		January 1, 2027 (2.25%)	\$31.28	\$32.23	\$33.21	\$34.20	\$35.22	\$36.28
Recreation Scheduler								
Utility Operator II	9	Current	\$29.93	\$30.84	\$31.74	\$32.69	\$33.68	\$34.69
Equipment Operator III		January 1, 2025 (4%)	\$31.12	\$32.07	\$33.01	\$34.00	\$35.02	\$36.07
Recreation Programmer		January 1, 2026 (3.25%)	\$32.14	\$33.11	\$34.09	\$35.11	\$36.16	\$37.25
		January 1, 2027 (2.25%)	\$32.86	\$33.86	\$34.85	\$35.90	\$36.98	\$38.08
Aquatic Lead	10	Current	\$32.98	\$33.99	\$35.01	\$36.05	\$37.13	\$38.24
Safety Officer		January 1, 2025 (4%)	\$34.30	\$35.35	\$36.41	\$37.49	\$38.61	\$39.77
IT Support Technician		January 1, 2026 (3.25%)	\$35.41	\$36.50	\$37.59	\$38.71	\$39.87	\$41.07
Digital Communications and Marketing Specialist		January 1, 2027 (2.25%)	\$36.21	\$37.32	\$38.44	\$39.58	\$40.77	\$41.99
Public Works Foreman	11	Current	\$36.38	\$37.48	\$38.60	\$39.75	\$40.95	\$42.18
Water Works Foreman		January 1, 2025 (4%)	\$37.83	\$38.98	\$40.14	\$41.34	\$42.59	\$43.87
Building & Grounds Foreman		January 1, 2026 (3.25%)	\$39.06	\$40.24	\$41.45	\$42.68	\$43.97	\$45.29
Arena and Sports Fields Foreman		January 1, 2027 (2.25%)	\$39.94	\$41.15	\$42.38	\$43.64	\$44.96	\$46.31

General Wage Increases

January 1, 2025: 4% to all classifications, retroactive to January 1, 2025.

January 1, 2026: 3.25% to all classifications

January 1, 2027: 2.25% to all classifications

Delete the first level of the current grid and add one (1) new level at the top end, maintaining a six-level grid. Progression between levels maintained at 3%.

The parties hereto execute this Agreement this 10th day of October 2025, by affixing the signatures of their proper officers on their behalf.

ON BEHALF OF THE TOWN OF PONOKA



Sandra Lund, Chief Administrative Officer



Witness



Kevin Ferguson, Mayor



Witness

ON BEHALF OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES



Guy Smith, President



Witness