

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC
EMPLOYEES

CUPE Local 2800

- AND -



*Picture Butte
Picture Perfect!*

TOWN OF PICTURE BUTTE

January 1, 2024 – December 31, 2027

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This Collective Agreement

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2800
(Hereinafter called "Union")

AND:

the TOWN OF PICTURE BUTTE
(Hereinafter called "The Employer")

ARTICLE 1: TERM OF AGREEMENT

- 1.01 The Parties mutually agree to comply with and be governed by the conditions set out in this Agreement.
- 1.02 Any changes deemed necessary in this Agreement may be made by mutual agreement, between the Union and the Employer, in writing, at any time during the existence of this Agreement.
- 1.03 The Agreement shall come into force on January 1, 2024, and shall remain in force and effect to December 31, 2027. This Agreement shall continue from year to year unless either Party gives notice to amend or terminate not more than one hundred twenty (120) days nor less than sixty (60) days prior to the expiry date of the Collective Agreement.
- 1.04 There shall be no strike or lockout during the life of this Collective Agreement.
- 1.05 If notice to amend or terminate the Agreement has been given by either Party prior to the termination date of this Agreement, and if negotiations continue beyond the termination date of this Agreement, the Agreement will remain in full force and effect until the application provisions of the *Alberta Labour Code* have been complied with.

ARTICLE 2: PURPOSE

- 2.01 The purpose of this Agreement is to promote and maintain a harmonious and cooperative relationship between the Employer and the Employees.
- 2.02 To provide an amicable method of settling any differences or grievances which may arise between the Employer and the Employees.
- 2.03 To promote the mutual interest of the Employer and the Employees.

- 2.04 To provide for the operations of the Employer coming within the scope of this Agreement any methods which will further, to the fullest extent possible, the safety and welfare of the Employees, the economy, operations and protection of the property and welfare of the public and the Town.

ARTICLE 3: DEFINITIONS

- 3.01 Employees means an individual employed by the Town of Picture Butte. Employees will be on probation until they have successfully completed their probation outlined in Article 24.
- 3.02 Operations Employees means employees employed in the Town Office, Public Works, Parks and Recreation and Water and Wastewater departments.
- 3.03 Emergency Services Employees means employees employed in the Fire, Emergency Management, Emergency Medical Services and Bylaw Services departments.
- 3.04 Seasonal Employee: A "Seasonal position" is a non-permanent position required for work of a seasonal nature.
- 3.05 Permanent Full-Time Employee:
- (a) An Operations Permanent Full-time Employee shall mean an Employee who is regularly required to work a minimum of thirty-five (35) hours per week and who has successfully completed a probationary period.
 - (b) An Emergency Services Permanent Full-time Employee shall mean an Employee who is regularly required to work a minimum of thirty (30) hours per week or one thousand five hundred and sixty (1560) hours annually and who has successfully completed a probationary period.
- 3.06 Permanent Part-time Employee:
- (a) An Operations Permanent Part-time Employee shall mean an Employee who is regularly required to work less than thirty-five (35) hours per week and who has successfully completed a probationary period.
 - (b) An Emergency Services Permanent Part-time Employee shall mean an Employee who is regularly required to work less than thirty (30) hours of work per week or less than 1560 hours annually and who has successfully completed a probationary period.

3.07 Temporary Full-time and Part-time Employee:

(a) Temporary Full-time Employee:

A Temporary position is a non-permanent position created by the Employer for a specific purpose and specific duration, not to exceed eighteen (18) months of continuous service. The Employer may not use temporary employees if they have the ability to fill the vacancy with a permanent employee. The duration may be extended in consultation with the union.

A Temporary Full-time Employee is not entitled to benefits under Articles 21, 22, 23, 30 and Clause 32.03(c)(i):

- Article 21: Health and Wellness Account
- Article 22: Pension and Health Benefits
- Article 23: Seniority
- Article 30: Leaves of Absence
- Clause 32:03(c)(i) Clothing Allowance

Clause 3.07(a) will not apply if you are a permanent Employee working in a temporary position.

(b) Temporary Part-time Employee:

A Temporary position is a non-permanent position created by the Employer for a specific purpose and specific duration, not to exceed eighteen (18) months of continuous service. The Employer may not use temporary employees if they have the ability to fill the vacancy with a permanent employee. The duration may be extended in consultation with the union.

A Temporary Part-time Employee is not entitled to pro-rated benefits under Articles 21, 22, 23, 30 and Clause 32.03(c)(i):

- Article 21: Health and Wellness Account
- Article 22: Pension and Health Benefits
- Article 23: Seniority
- Article 30: Leaves of Absence
- Clause 32:03(c)(i) Clothing Allowance

Clause 3.07(b) will not apply if you are a permanent Employee working in a temporary position.

3.08 Casual Employee:

A Casual Employee shall mean an Employee who is hired to work in an 'as needed Basis' to fill in, in cases where an Employee may be absent from work due to vacation, sickness, injury, Leave of Absence, or where there is a need for extra help during periods of work overload.

Casual Employee's period of employment shall not exceed four (4) months. This time may be extended by mutual agreement between the Employer and the Union. Casual Employees shall be paid the Start/Probation rate of pay for the classification they are working in.

Other than the rate of pay and hours of work, Casual Employees are not covered by this Agreement.

3.09 Employer:

Employer shall mean the Town of Picture Butte.

ARTICLE 4: RECOGNITION

4.01 The Employer recognizes the Canadian Union of Public Employees, Local 2800, as the sole bargaining agent for all Employees as specified in the *Alberta Labour Relations Certificate No.140-2002*.

4.02 The Employer agrees not to bargain collectively or individually with any other Labour organization affecting the Employees covered by this Agreement.

4.03 No Employee covered by this Agreement shall be asked or allowed to make a written or verbal agreement with the Employer, which may be in conflict with the terms of this Agreement.

4.04 If the Employer and the Union cannot agree on whether or not a new position is within the jurisdiction of Certificate No.140-2002, the matter shall be referred to the *Alberta Labour Relations Board* for determination.

4.05 Scope Clause:

This Agreement covers Employees who occupy classifications appearing in Appendix 'A': Schedule of Wages.

ARTICLE 5: MEMBERSHIP

- 5.01 The Employer agrees to inform new Employees that a Union Agreement and dues check-off are in effect. The Employer will provide copies of the Agreement (supplied by the Union), which will include a membership application and the Union representative to contact.
- 5.02 New Employees will be provided with an opportunity to meet with a Representative of the Union, during working hours, to discuss the structure of the Local and the operation of the Collective Agreement. Such a meeting shall not exceed fifteen (15) minutes.

ARTICLE 6: MANAGEMENT RIGHTS

- 6.01 The Employer reserves the right to exercise the regular and customary functions of management; and to retain those residual rights of management not specifically limited by the expressed terms of this Agreement, including the right to:
- (a) Maintain order, discipline, and efficiency, and to make, alter and enforce from time to time, rules, and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement.
 - (b) Direct the workforce and create new positions, determine the number of Employees, if any, needed from time to time in any position, and determine whether or not a position will be continued or declared redundant.
 - (c) Hire, promote, classify, transfer, lay off and recall Employees; and
 - (d) Demote, discipline, suspend or discharge.

ARTICLE 7: LABOUR-MANAGEMENT RELATIONS

- 7.01 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall supply the Employer with the names of its Officers, Stewards, and other committee members.
- 7.02 A maximum of two (2) Employees shall be paid at their basic rate of pay during Collective Agreement negotiations when negotiation meetings are held during working hours. The time of such meetings is to be mutually agreed to by the Parties to this contract.

7.03 No Union activity, other than grievance handling as set out in the Grievance Procedures, or negotiations involving both the Town and the Union, shall take place during working hours on Town property without the prior approval of the Employer.

7.04 Either Party to this Agreement reserves the right to external representation at all times for the purpose of negotiation and interpretation of the Collective Agreement.

ARTICLE 8: GRIEVANCE PROCEDURE

8.01 Definition of a Grievance:

“Grievance” shall mean any difference concerning the interpretation, application, operation, or alleged violation of this Agreement.

8.02 Presence of Steward

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

8.03 Waiver of Steward presence:

The Employee(s) may waive the presence of a Steward by indicating so in writing with a copy to the Chief Administrative Officer (CAO) with a copy retained by the Employee and a copy sent to the National Representative

8.04 Meetings without loss of pay:

The Grievor(s) and the Steward may attend grievance meetings without loss of pay.

8.05 Stewards leaving the work site:

A Steward shall not leave their place of work to discuss a grievance with the Employer or an Employee(s) during work hours without first notifying their immediate supervisor.

8.06 Recalls, Health and Safety, Dismissals, Layoffs:

In the case of recalls, health and safety, dismissals and layoffs, the grievance shall be initiated at Step 2 of the Grievance Procedure (CAO level).

8.07 General or Policy Grievance:

When a dispute involving a question of general application of interpretation of this Agreement occurs, Step 1 of the Grievance Procedure may be bypassed.

8.08 Replies in writing:

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

8.09 Settling of Grievances:

Grievances shall be processed in the following manner:

Step 1:

An Employee who believes that they have a problem arising out of the interpretation of the Collective Agreement shall first discuss the matter with their Director or Director of Corporate Services within seven (7) working days of the date they first became aware of, or reasonably should have become aware of, the occurrence.

The Director or Director of Corporate Services shall mean that person from whom an Employee normally receives their work assignments. The Employee shall have the right to be accompanied by a Steward or Local Union Officer while discussing the matter with their Director or Director of Corporate Services. A sincere attempt shall be made by both Parties through discussion to resolve the problem at this level. The Director or Director of Corporate Services shall advise the Employee of their decision within seven (7) working days of the date the matter was first discussed.

Step 2:

If the grievance is not resolved in Step 1 then the grievance may be filed, in writing, within ten (10) working days of receipt of the decision in Step 1, with the CAO. The CAO shall convene a grievance hearing within ten (10) working days of receipt of the grievance. The CAO shall render a decision to the Employee, in writing, within ten (10) working days of the grievance hearing, with a copy to the National Representative, the Steward(s), and the Council.

Step 3:

If the grievance is not resolved in Step 2 the grievance may, within ten (10) working days after receiving the decision, be filed, in writing, with Town Council. The Union shall be advised of the next Town Council meeting and shall have the opportunity to make a grievance presentation. Town Council shall submit its decision, in writing, within ten (10) working days after the grievance presentation, with a copy to the CAO, the National Representative, and the Steward(s).

Step 4

If the grievance is not settled in Step 3 either Party may proceed, within ten (10) working days, to submit the grievance to Arbitration.

8.10 Arbitration Procedure:

The Employer and the Union shall each appoint one (1) member to represent the respective Parties at the Arbitration Hearing. The representatives so appointed shall appoint a Chairperson but failing to agree on a selection, they shall request the Minister of Labour to select a Chairperson.

The Board's decision shall be final and binding on both Parties.

8.11 Expenses of the Board:

Each Party shall pay:

- (a) The fees and expenses of its Nominee to the Board;
- (b) One-half (1/2) of the fees and expenses to the Chairperson.

8.12 Single Arbitrator:

The Parties may:

- (a) Mutually agree to a single Arbitrator to hear the grievance. The use of a single Arbitrator must be acceptable to both Parties;
- (b) Each Party shall pay one-half (1/2) of the fees and other related expenses of the single Arbitrator;
- (c) Failure to agree shall result in appointment of an Arbitrator by the Minister of Labour.

8.13 Amending of Time Limits:

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the Parties, verbally, and confirmed in writing.

ARTICLE 9: DISCRIMINATION

9.01 The Employer and the Union agree that no Employee should be subject to:

- (a) Discrimination, intimidation, interference, restriction or coercion, exercised or practiced with respect to any Employee in the matter of hiring, assigning wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge, or any other action by reason of race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, gender, marital or parental status, family, relationship, place of residence, physical or mental disability, nor by reason of their membership or activity in the Union or any other reason.
- (b) Human Rights
There will be no discrimination in the workplace, and in particular, no discrimination based on the prohibited grounds set out in *The Alberta Human Rights Act* and/or any other provincial legislation, or by reason of membership or activity in the Union.

ARTICLE 10: UNION MEMBERSHIP CHECK-OFF

10.01 The Town agrees to deduct the Union's regular monthly dues from Employees in accordance with the Rand Formula.

10.02 The Town shall remit the Union Dues that have been deducted from the pay of the Employees under Clause 10.01 above, to the Union by the first working day after the fifteenth (15th) calendar day in the following month. Such amount shall be accompanied by a list identifying the Employee's address, telephone number, classification, hours worked and employment status, amount of dues deducted, and the total regular wages for the period.

10.03 The Union shall advise the Town in writing of any change in the amount of dues to be deducted under Clause 10.02 above from the Employees.

10.04 Any Employee who is now a member of the Union and any Employee who hereafter becomes a member of the Union shall as a condition of employment maintain such membership.

10.05 The Employer shall include the amount of Union dues paid by each Union member in the previous year, on their T4 Slips for income tax purposes.

ARTICLE 11: PAY DAYS

11.01 The Employer shall pay salaries and wages bi-weekly for the previous two (2) weeks in accordance with Appendix 'A'. On each pay day, each Employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

ARTICLE 12: HOURS OF WORK

12.01 The regular workweek for Full-time Operational Employees shall consist of a minimum of thirty-five (35) hours per week of five (5) consecutive days, eight (8) hours per day, Monday to Friday. The scheduled start time shall be between 5:00 a.m. and 8:30 a.m. but may be adjusted by mutual agreement between the Employer and the Employee.

Any Employees hired after January 1, 2015, may be subject to scheduled hours other than that of clause 12.01(a).

12.02 The regular workweek for Part-time Operational Employees shall be a maximum of eight (8) hours per day, but less than thirty-five (35) hours per week. Shift start times may vary for Part-time Employees, but at no time will there be less than twelve (12) hours of rest between shifts, unless there is mutual agreement between the employee and Employer to reduce the rest period. There will be no less than eight (8) hours of rest between shifts.

Changes to Shift Schedule

12.03 For any change in scheduled hours of work a minimum of five (5) business days shall be given.

12.04 In times of sickness, bereavement, emergencies and for leaves of absence, the Employer can change an employee's schedule. When a change is made in the Employee's scheduled work days, the Employee shall be informed, and the change shall be recorded on the shift schedule. When such change is made with less than five (5) calendar days notice, the Regular Employee shall be paid at one and a half times (1.5x) the Basic Rate of Pay for all hours worked on the first (1st) shift of the changed schedule, unless the change was requested by the Employee and agreed to by the Employer. An employee must not be required to change from one shift to another without at least twenty-four (24) hours written notice and at least eight (8) hours rest between shifts.

Emergency Services Employees

12.05 Emergency Services Employees may be scheduled to work shifts between eight (8) hours and twenty-four (24) hours.

12.06 Emergency Services shifts will consist of the following types:

- (a) Regular: Thirty-five to forty-four (35-44) hours per week. Regular shifts will be between seven (7) and twelve (12) hours per day.
- (b) Core-Flex: A core-flex shift consists of a twenty-four (24) hour period during which an employee is assigned, based on a core flex schedule, to work, or required to be on call or standby.
- (c) Rover: Rover shifts will be ad hoc based on a special need, circumstance, or project, and will be mutually agreed upon between the Employer and Employee.

12.07 Employees will be scheduled based on a core flex scheduling provision as follows:

- (a) Each twenty-four (24) hour core flex shift shall consist of twelve (12) hours per shift compensated at the regular rate of pay which is made up of a minimum of three (3) "core hours", and up to nine (9) "flex hours" and twelve (12) "Standby" hours which are compensated at the Standby Rate in Appendix A and according to Article 15.
- (b) The composition of core and flex hours can be adjusted by the Employer to meet service demand, ensure Employees are receiving adequate rest, and meet the requirements of Alberta Health Services.
- (c) An employee who works in excess of twelve (12) hours of active duty during a twenty-four (24) hour period shall be compensated at the overtime rate of pay referenced in Article 14.
- (d) Work performed during flex hours will accumulate and be accounted for based on actual time worked and does not include provisions in Article 15: Standby.

12.08 The Employer shall endeavour to ensure that employees do not work more than fourteen (14) hours in a twenty-four (24) period. An employee who is required to work more than fourteen (14) hours in a twenty-four (24) period shall be entitled to eight (8) consecutive hours of rest prior to commencing their next scheduled shift without loss of regular earnings.

12.09 Employees assigned to a shift must remain in a fit condition to return to work at any time during that shift.

- 12.10 Employees may exchange shifts and/or days off, providing that such employees are qualified to do each other's duties; and
- (a) Employees submit the request, giving reasonable notice; and
 - (b) The Employer approves the exchange; and
 - (c) Operational efficiency is not disrupted; and
 - (d) There is no increased cost to the Employer, including overtime.

ARTICLE 13: REST PERIODS

13.01 A paid rest period of fifteen (15) minutes in the first half and second half of each day will be provided for all Employees.

13.02 Lunch Breaks:

Employees working more than five (5) hours in a day shall be entitled to a one (1) hour unpaid meal break midway in their shift. Upon mutual agreement between the Employer and the Employee, the meal break may be reduced to one-half ($\frac{1}{2}$) of an hour.

13.03 Employees who are expected to be on duty for the entire duration of their shift will be entitled to regular pay during breaks covered in 13.01 and 13.02. Employees will be provided with downtime during their shift for meal and rest periods when practical. Employees must remain available to respond within the mandated timeframe during their rest periods.

ARTICLE 14: OVERTIME

14.01 Employees shall be paid overtime when hours worked are in excess of the hours of the Employee's regular shift.

14.02 For Emergency Services Employees a regular shift is as outlined in Article 12: Hours of work.

14.03 In cases where overtime is necessary, it shall be offered to the most senior, qualified employee and as equitably practical. The Employer must authorize all overtime. The Employer shall mean the CAO or designate.

14.04 Overtime shall be paid at one and one-half ($1\frac{1}{2}$) times the Employee's basic rate of pay for the first four (4) hours worked, and two (2) times the Employee's basic rate of pay thereafter.

- 14.05 No Permanent Employee shall be required to take time off in lieu of overtime. An Employee, by written request, may receive their overtime in lieu of payment when mutually agreed upon by the Employee and the Employer. Time in lieu is to be calculated at the applicable overtime rate.
- 14.06 When an Employee works overtime, they shall record on their timesheet if they want to bank the overtime, or to be paid for the overtime. Overtime may be banked to a maximum of sixty (60) hours, and any overtime over sixty (60) hours will be paid out. A maximum of five working days of banked time can be taken at one (1) time. Banked time shall be taken at a time mutually agreed upon by the Employee and the Employer, and preference for time off in lieu shall follow the same basis as that established for vacation under Clause 17.08.
- 14.07 An Employee shall be allowed to have their overtime bank paid out at the next regular pay period upon request, provided the request is received no later than 10:00 a.m., four (4) working days prior to the scheduled payday.

ARTICLE 15: STANDBY PAY

- 15.01 An Employee designated by the list for Standby duty shall be provided with a pager and/or cellular phone and be available to return for duty if required. A Standby schedule shall be posted on a monthly basis.
- 15.02 No standby payment shall be granted if an Employee is unable to report for duty when required.
- 15.03 When an Employee is called out, they are deemed to be 'on duty' for the minimum time paid for or until the job is completed, whichever is the longer period of time; and any further call-backs received during that period of time are considered to be a part of, or a continuation of, the original callout and are not subject to overtime minimum call-back pay.

Operations Employees

- 15.04 Where the Employer requires an Operations Employee to be available on Standby during off-duty hours, the Employee shall be entitled to three hundred dollars (\$300.00) per week.
- 15.05 Where an Operations Employee is required to be available on Standby on a General Holiday, the Employee shall be entitled to an additional fifty dollars (\$50.00) Standby Pay.

- 15.06 Employee on Standby who is required to report for work, shall be paid, in addition to the Standby pay, the entitlement as specified under Article 14: Overtime.
- 15.07 Standby shall be equally distributed amongst the Employees qualified to do the work.
- 15.08 A minimum payout of two (2) hours at the prevailing overtime rate, as established under Clause 14.04, shall be paid for all callouts. When an Employee is called out, they are deemed to be 'on duty' for the minimum time paid for or until the job is completed, whichever is the longer period of time; and any further call-backs received during that period of time are considered to be a part of, or a continuation of, the original callout and are not subject to overtime minimum call-back pay.

Emergency Services Employees

- 15.09 Emergency Services Employees will be regularly assigned to Standby duty as part of their regular shift rotation.
- 15.10 An Employee on Standby who is required to report for work, shall be paid, in addition to the Standby pay, as per Article 14: Overtime.
- 15.11 A minimum payout of one-quarter (¼) hours at the prevailing overtime rate, as established under Clause 14.04, shall be paid for all callouts that occur during Standby time.
- 15.12 Section 15.11 shall not apply to Call outs that occur during Flex hours. Call outs during Flex hours will be paid for time worked at the regular rate of pay.

ARTICLE 16: GENERAL HOLIDAYS

16.01 The following shall be considered General Holidays:

- | | |
|---|--------------------------------|
| New Year's Day | First Monday in August (Civic) |
| Provincial Family Day | Labour Day |
| Easter Monday | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| National Day for Truth and Reconciliation (Sep 30 th) | |

(a) One day on the last working day before Christmas Day or the first working day after Boxing Day, with prior approval. Three (3) months' notice shall be given for either the day before or the day after.

(b) And all General Holidays proclaimed by the Town of Picture Butte, the Province of Alberta or the Government of Canada.

16.02 If a General Holiday falls on an Employee's regular working period and they work, they shall be paid at two times (2x) their regular rate of pay, as covered by this Agreement for each hour worked, in addition to their normal pay for the day.

16.03 If a General or declared Holiday falls on a Full-Time Employee's regular day off, they shall be entitled to an extra day's pay for the same or be given the next working day off with pay.

16.04 For the purpose of calculating general holiday pay for part-time, casual and seasonal employees who are eligible for payment for general holidays, *Alberta Employment Standards* shall apply to these Employees.

Emergency Services Employees

16.05 Emergency Services employees will be scheduled to work as per the normal schedule and rotation. If that regularly scheduled day is a General Holiday, the employee will be expected to work.

ARTICLE 17: ANNUAL VACATIONS

17.01 (a) In the first year of employed service all Full-time Employees shall accrue to ten (10) paid vacation days prorated based on their regular annual hours worked and their hire date.

(b) In the second year of employed service all Full-time Employees shall accrue ten (10) paid vacation days prorated based on their regular annual hours worked.

(c) All Permanent Employees with two (2) years of service or more shall accrue fifteen (15) paid vacation days each year prorated based on their regular annual hours worked.

(d) All Permanent Employees with seven (7) years of service or more shall accrue twenty (20) paid vacation days each year prorated based on their regular annual hours worked.

(e) All Permanent Employees with fifteen (15) years of service or more shall accrue twenty-five (25) paid vacation days each year prorated based on their regular annual hours worked.

(f) All Permanent Employees with twenty (20) years of service or more shall accrue thirty (30) paid vacation days per year prorated based on their regular annual hours worked.

- (g) All Part-time Employees will accrue holidays on a pro-rated basis.
- (h) For clarity, vacation days for Full-Time Employees are based on a five (5) day working week. If less than five(5) days are worked in a working week then vacation days are prorated based on their regular annual hours worked.

17.02 Vacation pay, for Permanent Employees, shall be at the regular rate of pay.

17.03 If a recognized General Holiday falls or is observed during an Employee's vacation period a vacation day will not be deducted for the General Holiday.

17.04 No more than three (3) weeks of vacation shall be taken at any one time between the months of April to September inclusive unless authorized by the Employer because of special circumstances.

17.05 An Employee may only carry over the amount of vacation that the Employee is entitled to accrue in one (1) year, as per Clause 17.01, into the succeeding year. Any vacation that is not eligible to be carried over will be paid out to the Employee on the first regular pay day of the succeeding year.

17.06 When an Employee becomes ill for a period of three (3) or more work days or longer, or takes bereavement leave during the vacation period, the time spent on such leave shall not be deducted from vacation entitlement, and the vacation shall be rescheduled at a mutually agreeable time, provided the Employee provides a doctor's note obtained on the fourth day of illness.

17.07 Upon an Employee's termination of employment, the Employee shall be paid out an amount equal to all vacation earned but not taken.

17.08 Vacation leave will be considered by seniority for the Employee's first choice for each department, provided Employees book their vacation by January 31st of each year with the CAO or designate.

ARTICLE 18: SICK LEAVE

18.01 An Employee shall be granted Sick Leave with pay when they are unable to perform their duties because of a non-work-related illness, injury or medical treatment, or when they must tend to a person to whom there is a direct duty of care, provided they have earned the necessary Sick Leave credits.

18.02 All Permanent, Temporary Full-time and Part-time Employees shall be entitled to accumulate Sick Leave credits to a maximum of twenty-five (25) days. Such credits shall be calculated from the date of hire with the Town and shall be accumulated, for Full-time Employees, at a rate of one and

one-half (1½) days per month. Part-time Employees will accumulate sick time on a pro-rated basis. 18.03 Unused Sick Leave for any year shall be carried over and accumulated up to a total allowable of twenty-five (25) days with pay, any time off for sickness shall be deducted from the days allowed. Permanent Employees on staff as of the commencement of this Agreement will retain their accumulated unused Sick Leave to a total of twenty-five (25) days.

18.04 When an Employee has a scheduled medical appointment, with a Doctor, Dentist, Optometrist, or a treatment prescribed by a Doctor, during working hours, such time off for the appointment will be deducted from an Employee's accumulated Sick Leave credits.

18.05 When an Employee is unable to report to work due to illness or injury, they shall contact their Department Head on the day of the absence, unless they are not reasonably able to do so. Where possible, an Employee shall inform their Department Head if it is a work-related accident.

18.06 When an Employee returns to work after an illness/injury they shall be reinstated to the position they held immediately prior to the absence, provided they are able to perform the duties.

18.07 An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that the Employee was unable to carry out their duties due to illness. The Employer reserves the right to ask for satisfactory proof whenever it suspects a pattern of sick leave abuse. When a medical certificate is requested, the Employer will reimburse the Employee for the certificate cost.

18.08 An Employee shall not accrue Vacation or Sick Leave while on Short-term or Long-term Leave.

ARTICLE 19: SICKNESS

19.01 Sick Leave shall not be used for the provision of childcare if the conditions in Clause 19.04 below are not otherwise met.

19.02 An Employee shall be granted time off work without the loss of pay to a maximum of seven (7) days in a calendar year, to care for all individuals to whom the Employee has a direct duty of care, under the following conditions:

- (a) The Employee has accrued enough Sick Leave credits to take the time off; and
- (b) The person to whom the Employee has a direct duty of care is sick or needs assistance attending a medical appointment.

- 19.03 “Direct Duty of Care” shall mean the Employee has a responsibility to care for an immediate family member as outlined in Clause 19.04, due to no other person being available to care for that person. Immediate family member shall mean: Spouse or common-law partner; son, daughter, or any other individual for whom the Employee is the primary caregiver; or parent of the Employee.
- 19.04 Should additional time be required to care for an individual under the “Direct Duty of Care” provision beyond the Sick Leave credits available to the Employee, the Employee shall take any accrued time in lieu, banked time, vacation time, and leave without pay in that order, after receiving permission from their direct Supervisor. As long as the Employee satisfies the conditions of Division 7.2 (“Compassionate Care Leave”) of the *Employment Standards Code*, the Employee may receive leave without pay.
- 19.05 The Town, at its discretion, may request proof of illness or medical appointments under the duty of care provisions. The Town shall not abuse its right to request medical verification of illness by making unreasonable requests for documentation.
- 19.06 When taking Sick Leave to tend to a direct duty of care, the Employee shall contact their direct Supervisor as soon as possible, indicating the reasons for absence and expected return to work date.

ARTICLE 20: WORKER’S COMPENSATION

- 20.01 The Employer shall provide Workers’ Compensation Board (WCB) coverage for all Employees.
- 20.02 In the event that the WCB is recommending modified duties, the Parties to this Collective Agreement shall meet in order to come to a mutually agreeable modified work program for the Employee.
- 20.03 Employees on WCB shall maintain all Employee benefits in Article 23.

ARTICLE 21: HEALTH AND WELLNESS ACCOUNT

- 21.01 The Employer shall contribute annually an amount of three hundred dollars (\$300.00) to all Employees. The annual amount may be carried over from year-to-year to a maximum of two (2) years. The Health and Wellness Account shall be used for medical, dental and vision expenses, as well as deemed taxable and non-taxable expenses by Canada Revenue Agency (CRA).

ARTICLE 22: PENSION AND HEALTH BENEFITS

22.01 All Permanent Full-time Employees shall participate in the Local Authorities Pension Plan (LAPP).

Eligible Part-Time Employees working at least fourteen (14) hours a week but less than thirty (30) hours per week can elect to participate on a voluntary basis subject to the Local Authorities Pension Plan regulations.

22.02 Employee Benefits:

After three (3) months of continuous employment on behalf of the Permanent Employee, the Town of Picture Butte shall pay eighty-five percent (85%) of contracts noted below.

Permanent Part-time Employee hours shall be pro-rated for the contracts noted below.

<ul style="list-style-type: none"> • Alberta Health Care Insurance
<ul style="list-style-type: none"> • Alberta Municipal Employee Benefits: <u>Basic Group Life:</u> Two times (2x) annual earnings rounded upwards to the next highest thousand, if not already an even thousand. Coverage will be adjusted as your salary changes. Minimum coverage amount is ten thousand dollars (\$10,000.00) and the maximum is two hundred and fifty thousand dollars (\$250,000.00). <u>Extended Health Care</u> benefits provide coverage at one hundred percent (100%) reimbursement for reasonable and customary eligible expenses.
<ul style="list-style-type: none"> • <u>Short-Term Disability:</u> <u>Elimination Period:</u> ○ In the case of an accident: First (1st) day of hospitalization ○ In the case of illness:..... Eighth (8th) day of illness <u>Monthly Benefit:</u>..... Seventy-five percent (75%) of pre-disability earnings <u>Maximum Benefit Period:</u> Seventeen (17) weeks
<ul style="list-style-type: none"> • <u>Long-Term Disability:</u> <u>Elimination Period:</u>..... One hundred twenty (120) calendar days <u>Own Occupation Period:</u> Two (2) years <u>Monthly Benefit:</u>..... Seventy-five percent (75%) of monthly pre-disability Earnings <u>Maximum Benefit Period:</u> To age 65, recovery or death (whichever occurs first) <u>Maximum Monthly Benefit:</u> Forty-five hundred dollars (\$4,500.00) <u>Benefit Tax Status:</u> Taxable
<ul style="list-style-type: none"> • <u>Dental Care:</u> <u>Basic and Diagnostic:</u>..... One hundred percent (100%) reimbursement <u>Major, Dentures and Orthodontics:</u> Fifty percent (50%) reimbursement

• Vision Care:

Maximum benefit per twenty-four (24) month period: Four Hundred dollars
(\$400.00)

22.03 The Town will continue to pay its share of applicable benefit premiums for a period of up to two (2) years while any eligible Employee is on Long Term Disability or Workers Compensation Benefit, provided the Employee continues to pay their share of the required premiums. If an Employee is in arrears of their share of the required premiums for a period of forty-five (45) days, the Employer shall terminate the Employee's benefits.

ARTICLE 23: SENIORITY

23.01 Seniority shall mean the length of continuous employment with the Employer and shall continue to accrue during any authorized Leave of Absence.

23.02 Seniority shall be recognized, after the successful completion of the probation period, from the date of hire, and shall include employment prior to the date of certification of the Union.

23.03 Seniority shall be forfeited when:

- (a) An Employee is discharged for just cause and is not reinstated, or
- (b) An Employee resigns, or
- (c) Twenty-four (24) months has expired following a layoff.

23.04 The Employer shall maintain a seniority list showing when each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and shall be posted on all bulletin boards by January 1st and July 1st each year.

ARTICLE 24: PROBATIONARY PERIOD

24.01 A newly hired Employee shall serve a probationary period of three (3) months.

24.02 The Employer shall advise the probationary Employee of their progress during this period, no later than two (2) months after the commencement of employment.

24.03 The probation period may be extended by mutual agreement in writing between the Employer, the Union and the Employee. However, in no event will an Employee's total probation period exceed six (6) months. Prior to the extension of a probationary period, the Employer shall advise the Employee and the Union, in writing of the area(s) where the Employee must demonstrate improved performance.

24.04 During the probationary period the Employee shall be entitled to all rights and privileges applicable to their designation.

24.05 No Employee shall be required to serve more than one probationary period.

ARTICLE 25: PROMOTIONS, VACANCIES AND POSTINGS

25.01 When a vacancy occurs, or a new position is created, such vacancies shall be posted in all departments for a minimum of five (5) working days. Postings shall contain the following information:

- (a) The date of the posting and the closing date for applications.
- (b) The position description and qualifications.
- (c) The number of weekly hours of the position.
- (d) The basic rate of pay.

25.02 Qualifications shall be consistent with the job description.

25.03 Appointments shall be made from Employees who have the required qualifications and ability for the position. These being equal, seniority will be the governing factor.

25.04 The successful applicant shall maintain all seniority and benefits.

25.05 A current Employee who is the successful applicant on a posting shall be considered on a trial period in their new position for a period of three (3) months.

- During the trial period the Employee will be compensated according to the rate of pay of the new position they have been promoted to.

25.06 During this trial period the Employee may choose to return to their former position, or the Employer may direct the Employee to return to their former position should the Employee not be able to perform the new duties. The Employee shall suffer no loss of seniority and shall revert back to their former wage. Any other Employees promoted or transferred and affected by this

shall also revert back to their former positions and rate of pay, without loss of seniority.

- 25.07 The trial period may be extended by mutual agreement in writing between the Employer, the Union, and the Employee. However, in no event will an Employee's total trial period exceed six (6) months. Prior to the extension of a trial period, the Employer shall advise the Union and the Employee, in writing of the area(s) where the Employee must demonstrate improved performance.
- 25.08 Within two (2) weeks of the posting closing date, applicants shall be advised of the successful applicant.
- 25.09 A copy of all postings, hires, transfers, terminations, retirements and leaves over one month shall be sent to the Union and the Steward(s).
- 25.10 The Employer agrees that Employees will be provided with the opportunity to attend job training programs as determined by the Employer on the basis of job requirements and classifications.

ARTICLE 26: LAYOFF AND RECALL

- 26.01 In the event of layoffs, layoffs shall be done on the basis of seniority provided that those Employees with the most seniority have the ability to fill the positions.
- 26.02 Employees to be laid off shall be given advance written notice of layoff or pay in lieu.
- (a) Permanent Employees shall receive two (2) weeks' notice for each year of service with the Employer up to a maximum of eight (8) weeks' notice of any potential layoff.
 - (b) Temporary Part-time and Temporary Full-time Employees shall receive two (2) weeks' notice.
- 26.03 Employees on layoff shall be given first priority to recall in order of seniority when a position becomes available with the Employer.
- 26.04 Employees shall have twenty-four (24) months to be eligible for recall rights with the Employer and shall suffer no loss of seniority.
- 26.05 The Employer shall discuss the layoffs with the Union no less than three (3) weeks prior to their occurrence.

ARTICLE 27: CLASSIFICATIONS AND JOB DESCRIPTIONS

27.01 The Employer shall provide the Union with a list of current bargaining unit job descriptions and the qualifications for each job description.

27.02 Amendments to the job descriptions shall be made only in consultation and mutual agreement with the union. The union will provide a response in a timely fashion, but no longer than thirty (30) days after being notified.

ARTICLE 28: DISCIPLINE AND DISMISSAL

28.01 An Employee who has completed their probationary period may only be disciplined or dismissed for just cause.

28.02 Disciplinary action will be corrective and progressive when appropriate. Disciplinary action will be exclusively defined as follows:

- (a) Verbal warning, of which a written notation of such verbal warning shall be placed on the employee's personnel file);
- (b) Written warning;
- (c) Suspension;
- (d) Dismissal

28.03 An Employee has the right to have a Union Representative present and shall be advised of such right prior to any meetings that may give rise to disciplinary action.

28.04 When a disciplinary action is taken and recorded on the Employee's file, the Employee and the Steward(s) shall be given a copy of the disciplinary action.

28.05 Any written disciplinary notation or warning shall be removed from management record and deemed void after an Employee has maintained a clear record with no disciplinary warning or suspension for twenty-four (24) months.

28.06 The Employer and Employee agree to consider matters of discipline in a cooperative and corrective manner rather than a punitive fashion.

28.07 Personnel Record Access:

Employees shall have the right to review their personnel file held by the Town of Picture Butte provided they make an appointment in advance. The Employee may have a Union Steward present at the time of said review. No copies of documents relating to an Employee's performance may be placed on the Employee's personnel file without the Employee and Steward(s) receiving a copy of such document. If an Employee is not copied on such document, it will be removed from their personnel file.

ARTICLE 29: CHANGE OF WORK

29.01 Management may select an Employee to act in the absence of another Employee. The selection shall be made on the basis of seniority of the qualified Employees.

29.02 Any qualified Permanent Employee who is placed in another position, carrying a different rate of pay will receive the rate of pay applicable to same for the hours worked in that other position. No Employee shall be paid less than their permanent classification.

ARTICLE 30: LEAVES OF ABSENCE

30.01 (a) Leaves of Absence without pay will not be granted on a routine basis. Applications for Leave must be in writing and presented to the Employer at least four (4) weeks prior to the anticipated date of commencement of the Leave, or the Employee shall provide reasons as to why this was not possible. Applications shall indicate the date of departure on Leave and the date of return. Such Leave may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of Leave of Absence except with the express consent of the Employer.

(b) Employees shall cease to earn Sick Leave and Vacation accruals upon any Leave of Absence.

(c) Employees granted a Leave of Absence for a period in excess of thirty (30) calendar days shall make the necessary arrangements to prepay both the Employee's share and the Employer's share of all contributing benefit and pension plans.

30.02 For Union Business:

When an Employee attends a meeting between the Employer and the Union, dealing with Union business, the Employee shall suffer no loss of pay.

30.03 For Union Conventions and Meetings:

- (a) Leave of Absence, without pay and without loss of seniority, shall be granted upon request to Employees elected or appointed to represent the Union at Union Conventions.
- (b) Leave of Absence, without pay, shall be granted to Employees to attend Executive and Committee Meetings of CUPE, its affiliated or chartered bodies, providing sufficient notice of intent to take Leave of Absences is given to the Town.
- (c) Employees granted a Leave under the terms of this clause will receive their regular pay and benefits for the period of their absence and in turn, the Town will invoice the Secretary Treasurer of the Union for all costs. Local 2800 agrees to promptly reimburse the Town upon receipt of said invoice within four (4) weeks.

30.04 Bereavement Leave:

Special Leave of Absence with pay shall be granted in the case of death of a member of the immediate family.

Maximum Leave of Absence of five (5) days shall be granted upon the death of a:

Mother	Father	Grandparent	Sister
Brother	Spouse	Child	Step Parent
Step Child	Mother-in-law	Guardian	Father-in-law
Grandchild			

Maximum Leave of Absence of three (3) days shall be granted upon the death of a:

Brother-in-law	Sister-in-law	Niece	Nephew
Aunt	Uncle	Grandparent of Spouse	

30.05 When an Employee attends a death or burial of any family member, as defined in 30.04, that occurs in excess of five hundred (500) kilometres from an Employee's place of residence, an additional two (2) days unpaid Leave shall be granted.

30.06 Jury Duty:

Leave for an Employee to serve as a Crown witness at a scheduled session of the Court in response to notice to attend or a subpoena, provided that any fee excluding travelling and living expenses received by the Employee for acting in such a capacity be paid to the Town and that the Employee is not charged with any offence, will present proof of service and the amount of pay received.

Jury and Witness Leave shall be granted to an Employee subpoenaed to appear, provided the Employee is not charged with the offence. The Leave will be granted with pay, and with the Court stipend to be paid to the Town, and the Employee will retain any allowance for living and travelling expenses.

30.07 Maternity Leave:

Both the Union and the Town of Picture Butte recognize the provisions and authority of the Maternity/Paternity Benefits section of the *Employment Standards Code of Alberta*.

An Employee who is off for maternity leave shall continue to accrue seniority.

30.08 Birth of a Child

Three (3) days with pay will be allowed to Employees to attend the birth or adoption of a child.

ARTICLE 31: WAGES AND CLASSIFICATIONS

31.01 A list of all Classifications and current wage rates is contained in Appendix "A".

ARTICLE 32: ALLOWANCES

32.01 Employees required to use their own automobile for travelling or business for the Town other than their travelling to and from work time, will be paid at the same rate as Town Officials.

32.02 Employees, who use company vehicles for the purposes of the Employer, shall abide by the Town Vehicle Use Policy.

32.03 Employee Safety Clothing:

(a) Based on the assigned work, shop-owned slicker, rubber boots, gloves and mitts will be made available to Employees when required.

- (b) The Employer shall provide coveralls, uniforms and gloves as required.
- (c) Clothing Allowance:
- (i) With proof of purchase, each year the Employer will provide a maximum reimbursement of four hundred and dollars (\$400.00), for each Permanent Full-time Employee's CSA approved safety boots.
 - (ii) If the condition of a Permanent Full-time Employee's safety boots does not require replacement, the Employee may direct their clothing allowance, for that year, with proof of purchase, towards the costs of a parka meeting the minimum requirements of the *Canadian Centre for Occupational Health and Safety's High Visibility Safety Apparel for Medium Risk: Class 2 or 3*.
- (d) Clothing will remain the property of the Employer and shall be returned to the Employer when an Employee leaves the employ of the Town.
- (i) Notwithstanding this section, Clothing purchased and approved through the Clothing Allowance will remain the sole property of the Employee.
- (e) Any Employee who is supplied with clothing, and through carelessness or neglect damages, destroys, or loses any of it shall replace or pay for same.
- (f) Due to unusual circumstances, the Director may authorize and provide additional protective clothing/equipment as required.

Emergency Services Permanent Employee will be provided uniforms listed below:

- four (4) uniformed shirts (one long-sleeve, one short-sleeve, two t-shirts),
- one (1) jacket/parka,
- one (1) head cover,
- four (4) pairs of pants,
- one (1) black leather belt,
- one (1) pair of safety glasses,
- one (1) toque,
- two (2) pairs of epaulette slip-on insignia as appropriate for job classification.

32.04 For Emergency Services casual Employees, the Employer will provide:

- two (2) t-shirts,
- two (2) pair of pants,
- one (1) head cover,
- one (1) pair of safety glasses,
- one (1) toque.

ARTICLE 33: GENERAL PROVISIONS

33.01 Employees whose jobs are not in the bargaining unit shall not work on any jobs that are included in the bargaining unit except in the event of an emergency.

33.02 Except where expressly authorized in this Collective Agreement, there will be no pyramiding of premiums.

33.03 Loss of License:

- (a) Employees who are required to maintain a valid Province of Alberta Operators License for the purpose of their work with the Employer may be terminated or put on a Leave of Absence from their employment in the event of the loss of Operator's License for a period of more than one (1) month, or unless alternate employment can be mutually agreed upon.
- (b) In the event of such loss of Operators License the affected Employee may be offered the first available position to which they are qualified.
- (c) Emergency Service employees who are required to maintain a valid Alberta College of Paramedics Practice Permit for the purpose of their work with the Employer may be terminated or put on a leave of absence from their employment in the event of the loss of that Practice Permit for a period of more than one (1) month or unless alternate employment can be mutually agreed upon.

ARTICLE 34: MEDICAL EXAMINATIONS

34.01 Applicants for employment may be required to take a medical examination by a medical doctor designated by the Employer. The cost of such medical examination shall be borne by the Employer and shall take place prior to the commencement of employment.



ARTICLE 35: CASUAL EMPLOYEES

35.01 Employment of Casual Employees

- (a) Should a Casual Employee be required for a period of less than three (3) hours the Employee will be paid for a minimum of three (3) hours at their basic rate of pay.
- (b) In the event that a casual employee reports for work as scheduled and is required by the Employer not to commence work or is required to cease work prior to completion of the end of their scheduled shift, they shall be compensated for that inconvenience for a minimum of three (3) hours pay at their basic rate of pay.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT

On this 15 day of April 2025.

ON BEHALF OF Canadian Union of Public Employees, Local 2800	ON BEHALF OF Town of Picture Butte
<u>Keith Davis</u> <small>Keith Davis (Apr 14, 2025 10:23 MDT)</small>	<u>Shawn Rempel</u> <small>Shawn Rempel (Apr 11, 2025 13:41 MDT)</small>
	<u></u> <small>Justin Chirok (Apr 11, 2025 18:53 MDT)</small>
	<u></u> <small>Tim Bochan (Apr 14, 2025 06:59 MDT)</small>
	<u>Aaron Hiscock</u> <small>Aaron Hiscock (Apr 15, 2025 19:07 MDT)</small>

APPENDIX “A”: WAGES

Position		Effective Jan 1/24 \$1.25	Market Adjustment Jan. 1/25	Effective Jan 1/25 2.75%	Effective Jan 1/26 2.75%	Effective Jan 1/27 4.00%
Municipal Clerk		28.60	1.00	30.41	31.25	32.50
Administrative Assistant		26.29	1.00	28.04	28.81	29.96
Public Works Lead Hand		31.66		32.53	33.42	34.76
Recreation Lead Hand		31.66		32.53	33.42	34.76
Water and Wastewater Operator	3 Legislated Certifications	33.25		34.16	35.10	36.50
	4 Legislated Certifications	34.25		35.19	36.16	37.61
	5-6 Legislated Certifications	35.75		36.73	37.74	39.25
Public Works I		26.29		27.01	27.75	28.86
Public Works II - Utilities Assistant		28.60		29.39	30.20	31.41
Public Works II - Facilities & Parks		28.60		29.39	30.20	31.41
Public Works II – Equipment Operator		28.60		29.39	30.20	31.41
Public Works Foreman	No Legislated Certifications	36.00		36.99	38.01	39.53
	3 Legislated Certifications	38.00		39.05	40.12	41.72
	4 Legislated Certifications	39.00		40.07	41.17	42.82
	5-6 Legislated Certifications	40.50		41.61	42.75	44.46
Primary Care Paramedic (PCP)		31.05	1.00	32.93	33.84	35.19
Emergency Medical Responder (EMR)		27.02	1.00	28.79	29.58	30.76
Lead Primary Care Paramedic		32.01	3.00	35.97	36.96	38.44
Municipal Enforcement Officer		28.60		29.39	30.20	31.41

Standby Rate for Emergency Services Employees	Current	January 1, 2026
	\$ 2.25 / hour	\$3.00 / hour

Within sixty (60) days following ratification by both Parties to this Agreement, retroactive pay amounts will be paid to current employees employed as of the date of ratification.

LETTER OF UNDERSTANDING #1 – Agreement to Increase Water & Wastewater Classification Wages

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2800
(CUPE)

And

TOWN OF PICTURE BUTTE
(Employer)

The Union and Employer agree to make the following amendments to the current Collective Agreement.

Nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either Party under the provisions of the Collective Bargaining Agreement except as specified.

Classification	2025	2026	2027
Water & Wastewater			
Three (3) Certifications	35.19	36.16	37.60
Four (4) Certifications	36.25	37.25	38.74
Five (5) or six (6) Certifications	37.84	38.88	40.44
Lead Water & Wastewater Operator	39.84	40.94	42.57

Within sixty (60) days following signing of this Letter of Understanding by both Parties, all current employee(s) holding the position of lead hand will receive a rate increase effective January 1, 2025.

The Parties agree that the terms of this Agreement may be changed at any time by mutual consent of both Parties.

This Letter of Understanding shall continue in force until the expiry of the Collective Agreement and shall continue to apply until the Parties have ratified the terms of the renewed Collective Agreement.

Signed this 15 day of April, 2025

Signed on behalf of
Town of Picture Butte

Signed on behalf of
CUPE, Local 2800

Keith Davis

Keith Davis (Apr 14, 2025 10:23 MDT)

Shawn Rempel

Shawn Rempel (Apr 11, 2025 13:41 MDT)