

# COLLECTIVE AGREEMENT

BETWEEN



THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 37

AND



THE TOWN OF VULCAN

January 1, 2021 through December 31, 2022

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## **ARTICLE 1.00 PURPOSE**

### **1.01 PURPOSE**

The purpose of this Agreement is to stipulate the minimum wages and/or conditions of those Employees whose bargaining rights are held by Local #37 of the Canadian Union of Public Employees as set out in Certificate #168-92 and in accordance with the provisions of the Alberta Labour Relations Code.

## **ARTICLE 2.00 TERM OF AGREEMENT**

### **2.01 TERM OF AGREEMENT**

This Agreement takes effect from January 1, 2021, until December 31, 2022, and shall continue from year to year thereafter unless notification of desire to amend or terminate be given by either party.

2.02 Such notice shall be given in writing not less than sixty (60) or more than one hundred and twenty (120) days prior to the expiry date of this Agreement. At the first meeting between the parties following notice, both parties shall give particulars of all amendments they seek.

2.03 If neither party submits notice as per Clause 2.02 this Agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given within the aforementioned sixty (60) to one hundred and twenty (120) days in a subsequent year.

2.04 The wording and figures contained in the Articles and Schedules of this Agreement shall not be changed by either party, except through mutual agreement.

2.05 No provision of this Agreement shall be retroactive unless specifically provided.

2.06 This Agreement shall continue in force and effect after its date of expiry until a strike or lockout commences in accordance with the Alberta Labour Relations Code.

## **ARTICLE 3.00 RECOGNITION AND NEGOTIATIONS**

### **3.01 BARGAINING UNIT**

The Employer recognizes the Canadian Union of Public Employees and its Local #37 as the sole exclusive Collective Bargaining Agent for all of its' Employees covered by Certificate #168-92 by the Alberta Relations Board.

Without restricting the generality of the foregoing, this Collective Agreement shall apply only to those classifications which appear in Article 27.00.

Persons hired on Government temporary job creation or job training programs and summer students will not be covered by this Collective Agreement. No present Employee will lose his job or suffer a reduction in his hours of work as a result of the hiring of these persons or summer students.

### 3.02 NEGOTIATIONS

The Employer agrees not to bargain collectively with any other Labour organization affecting Employees covered by this Agreement during the life of it.

### 3.03 NO OTHER AGREEMENT

No Employee covered by this Agreement shall be required or permitted to make written or verbal agreement with the Employer or its' representatives which conflicts with the terms of this Collective Agreement.

## **ARTICLE 4.00 UNION SECURITY AND DUES DEDUCTIONS**

### 4.01 UNION SECURITY

The Employer is hereby authorized to deduct from the wages of the Employees, once each calendar month, the amount of such regular Union dues as may be specified from time to time, by the Union, and pay such deductions to the Union on or before the 15th day of the following month. This payment shall be accompanied by a list of names of the Employees from whom the deductions were made and of the amount of the deductions. The Employer shall also identify on the list the Employees working less than eighty-five (85) hours per month.

4.02 Regular Union Dues means the dues uniformly and regularly paid by all bargaining unit Employees, exclusive of any special levies, and in accordance with the Constitution and By-Laws of the Canadian Union of Public Employees.

4.03 The Union shall advise the Employer, in writing, at least thirty (30) days in advance of any change in the amount of dues to be deducted from the bargaining unit Employees.

4.04 Upon thirty (30) days notice by the Union, but no more than once per year, the Employer shall provide an updated list of Employees' names, addresses and phone numbers.

## **ARTICLE 5.00 NO DISCRIMINATION**

### 5.01 DISCRIMINATION

There shall be no discrimination against any Employee by virtue of his being or performing his duty as a member of the Union, or in the matter of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status.

## **ARTICLE 6.00 MANAGEMENT RIGHTS**

- 6.01 The Employer reserves all rights not specifically restricted by provisions of this Agreement.
- 6.02 Supervisors not in the bargaining unit shall have the right to perform duties of Employees in the bargaining unit for purposes of instruction, training and in emergencies.

## **ARTICLE 7.00 DEFINITIONS**

### **7.01 EMPLOYEE**

The word "Employee" when used in this Agreement shall mean any person employed by the Employer who is covered by the provisions of this Agreement.

### **7.02 TEMPORARY/SEASONAL EMPLOYEE**

Shall mean any Employee who is hired to perform seasonal work or work of a temporary nature and is entitled to protection under this Agreement where specified but is not entitled to Employee benefits.

### **7.03 PROBATIONARY PERIOD**

- a) Newly hired Employees shall be considered on a probationary basis for a period of three (3) months from the date of hiring. During such probationary period, probationary Employees may be terminated if, in the opinion of the Employer, the performance of the probationary Employee is not suitable. During such probationary period, probationary Employees shall not be entitled to seniority or access to the grievance procedure in cases of termination. Upon completion of the probationary period, seniority shall be calculated from the date of hiring.
- b) An Employee must secure a medical, paid by the Employer, before being accepted on permanent staff.

### **7.04 PERMANENT EMPLOYEE**

- a) Permanent full-time Employee means an Employee who has been appointed to a permanent full-time position and who has successfully completed the required probationary period.
- b) Permanent part-time Employee means an Employee who has been appointed to a permanent part-time position and who has successfully completed the required probationary period.

The words "Permanent Employee" when used in this Agreement shall mean an Employee who is filling a permanent position.

## ARTICLE 8.00 CORRESPONDENCE/SHOP STEWARDS

- 8.01 Notices required to be given by one party to the other party, or correspondence passing between them, may be given by personal delivery, or be sent by prepaid mail, addressed as follows:

To the Employer

CAO  
c/o PO Box 360  
Vulcan AB T0L 2B0

Email: admin@townofvulcan.ca  
Phone: 403-485-2417

To the Union

President  
CUPE Local 37  
5112 3 Street SE  
Calgary AB T2H 1J6  
Email: office@cupe37.ca  
Phone: 403-269-5333

- 8.02 The Employer recognizes one (1) Shop Steward to act on behalf of the Local Union. The Union shall list with the Municipal Administrator the name of the current Shop Steward and his designate, and shall, be recognized by the Employer as part of the Grievance Procedure. The Union shall notify the Employer of any changes in the designated Shop Steward within seven (7) days of a change in the designated Shop Steward by giving such designated change to the Municipal Administrator.

### 8.03 RIGHTS OF SHOP STEWARDS

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees in dealing with or negotiating with the Employer. Such representatives shall not be denied reasonable access to the Employer's premises in order to investigate and assist in the settlement of a grievance, taking into consideration operation necessities. No grievance handling or Union activity shall take place on Employer property, at work sites, or during working hours without the required permission of the supervisor designated by the Employer as being responsible for the work in that area. Such permission shall not be unreasonably withheld.

## ARTICLE 9.00 GRIEVANCE PROCEDURES

- 9.01 A grievance is any difference between parties to or persons bound by this Agreement concerning its interpretation, application, operation or any alleged violation of the Agreement.

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

### 9.02 STEP I

All grievances must be brought to the attention of the Employee's immediate Supervisor within ten (10) working days from the date of the incident giving rise to the grievance, or from the time the Employee or Union first became aware of, or

reasonably should have become aware of such incident, failing which such grievance will not be considered.

### 9.03 STEP II

A grievance shall be filed in writing and shall contain a statement of the relevant facts, the provisions of this Agreement which are affected, and the relief sought. Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step I, the Employee(s) concerned, together with the Shop Steward or Union Representative shall within ten (10) working days submit the matter in writing to the Municipal Administrator who shall render his decision in writing within five (5) working days after receipt of such notice.

### 9.04 ARBITRATION BOARD

If the grievance is not settled, within 60 days after receipt of the decision at Step II, the matter may be referred to an Arbitration Board by either party by notifying the other party of its intent to Arbitrate.

The party notifying the other party of its intention to Arbitrate, shall notify the other party of the name and address of its appointee. Within five (5) days thereafter the other party shall answer, indicating the name and address of its appointee.

The appointees of the parties shall select a Chairman within five (5) days of the second appointment.

If the recipient of the notice fails to appoint a Representative or if the two appointees fail to appoint a Chairman within the time limits the Minister of Labour shall make such appointment on request of either party.

The Arbitration Board may direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his wage loss by reason of his unjust suspension or unjust dismissal or such lesser sum as, in the opinion of the Arbitration Board is fair and reasonable or the Board may make such other orders as it considers fair and reasonable having regard to the terms of the Collective Agreement.

### 9.05 POLICY GRIEVANCE

Where a dispute, involving a question of general application or interpretation occurs, or where the Union has a grievance, Step I of the Grievance Procedure may be by-passed.

### 9.06 EXTENSION OF TIME LIMITS

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

## **ARTICLE 10.00 DISCHARGE, SUSPENSION AND DISCIPLINE**

### **10.01 WARNINGS**

When disciplinary action is taken against an Employee, the Employee shall be informed in writing as to the reasons for such action. The Employee shall acknowledge receipt of the warning as a matter of record.

### **10.02 DISCIPLINE, DISCHARGE AND/OR SUSPENSION PROCEDURE**

Except for a newly hired Employee, no Employee shall be disciplined, dismissed, suspended or demoted without just cause. Where an Employee has been discharged and there is a grievance, it shall initially be presented at Step 2 of the grievance procedure.

## **ARTICLE 11.00 SENIORITY**

### **11.01 SENIORITY DEFINED**

An Employee shall only acquire seniority upon the successful completion of the required probationary period. Seniority shall mean an Employee's length of service with the Employer, calculated from the Employee's last date of hire.

### **11.02 SENIORITY LIST(S)**

The Employer shall maintain a seniority list for all positions, showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Recording-Secretary of the Union in January of each year.

### **11.03 PROBATIONARY EMPLOYEES**

Newly hired Employees shall be considered as probationary Employees for a period of three (3) months continuous employment from the date of hiring which may be extended for a further two (2) months. The employment of such Employees may be terminated at any time during the probationary period without recourse of the Grievance Procedure. After completion of the probationary period, seniority shall be effective from the original date of employment.

### **11.04 SENIORITY FOR LAYOFF AND RECALLS**

#### **a) Lay-off**

In the event of lay-off, Employees shall be laid off in the reverse order of their seniority, provided that those Employees with the most seniority are qualified and capable to fill the jobs which are required to be done.



b) Recall

Employees shall be recalled in the order of their seniority providing they are qualified and capable to do the work.

Recall shall be deemed to have been carried out seven (7) calendar days after receipt of a registered letter to the last known address of the Employee as shown on the Employer's records and if returned to the Employer, recall shall be deemed to have been carried out.

An Employee who does not return from lay-off as required or has been laid off for a period of one (1) year, shall be considered having terminated his employment with the Employer.

11.05 GRIEVANCE ON LAY-OFF

When the Employer lays off or recalls Employees on a basis other than seniority, the decision is effective immediately but is subject to review as a grievance.

11.06 NOTICE OF LAY-OFF

Except for cause, permanent Employees shall receive fourteen (14) days Notice of Lay-off, or fourteen (14) days pay in lieu of.

11.07 RE-ENGAGEMENT OF FORMER EMPLOYEES

Former Employees shall be defined as any Employee, employed by the Employer, who terminates his own employment or is dismissed for cause. Should such Employee be later re-engaged, his seniority shall date from date of re-engagement.

11.08 LOSS OF SENIORITY

An Employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An Employee shall only lose his seniority in the event:

1. He is discharged for just cause and is not reinstated.
2. Voluntarily resigns in writing and does not withdraw his resignation within two (2) working days.
3. He is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
4. He fails to return to work within five (5) working days following a lay-off and after being notified to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his current address. An Employee recalled for casual work or employment of short duration at

a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work.

5. He is appointed or elected to a Union position for a period exceeding twenty-four (24) months. For a period not exceeding twenty-four (24) months the Employee shall have the right to return to employment with the Employer to the first available vacancy.
6. He is promoted to a position outside the bargaining unit for a period exceeding ninety (90) days. For a period of ninety (90) days from the date of his promotion he shall have reversion rights to his previous position.
7. Is laid-off work and the lay-off has been for a period of more than one (1) year.
8. Of retirement.

## **ARTICLE 12.00 PROMOTIONS AND STAFF CHANGES**

- 12.01 When a vacancy occurs or a new position is created, the Employer shall be at liberty to immediately fill the position temporarily but then shall forthwith notify the Union in writing and post notice of the position in the Shops and on bulletin boards for a minimum of five (5) working days so that all Employees will know about the vacancy or new position and qualifications required.
- 12.02 In making promotions the Employer agrees to make such promotions from present personnel in the service on the basis of seniority, ability and qualifications being sufficient to handle the job. The successful applicant shall be placed on a trial period of ninety (90) days. Conditional upon satisfactory service, such trial period shall become permanent after ninety (90) days. In the event the applicant proves unsatisfactory, he shall be returned to his former position and wage rate without loss of seniority. An Employee on a trial period shall have the right to return to his former position within a ninety (90) day period if he so desires.

## **ARTICLE 13.00 HOURS OF WORK**

- 13.01 The regular working hours shall be eight (8) hours per day, forty (40) hour work week, consisting of five (5) consecutive days.
- 13.02 The hours of work, the major portion of which falls between the hours of 7:00 A.M. and 5:00 P.M. shall be any nine (9) consecutive hours including one hour off for lunch for five (5) days per week.
- a) The hours of work, the major portion of which falls outside the hours of 8:00 A.M. and 5:00 P.M. shall be any eight (8) consecutive hours including twenty (20) minutes for lunch.

b) The hours of work for Facility Operations are:

7: 00 A.M. to 3:00 P.M.  
3:00 P.M. to 12:00 MIDNIGHT  
With a one hour unpaid lunch.

13.03 If a permanent Employee reports for work and is unable to commence work, such permanent Employee shall be paid four (4) hours at his regular rate.

If a temporary/seasonal Employee reports for work and is unable to commence work, such temporary/seasonal Employee shall be paid two (2) hours at his regular rate, provided that such reporting pay need not be paid if the Employee was told by his Foreman, at least one (1) hour before his shift commenced, not to report to work.

13.04 Employees shall be permitted a fifteen (15) minute rest period in each half of a shift.

13.05 Except in the case of fire, flood, sewer problems, snow storms and such other urgent work and where practicable the hours and days of each Employee shall be posted in an appropriate place one week in advance.

#### **ARTICLE 14.00 OVERTIME AND ON CALL**

14.01 All hours worked outside the regular working time shall be considered overtime.

a) All time authorized by the Employer and worked by the Employee in excess of the eight (8) hours per day or forty (40) hours per week.

14.02 Double time (2x) the regular rate of pay shall be paid for all overtime.

14.03 An Employee called out after completing his regular shift or scheduled to perform routine checks on Saturday and Sunday and Statutory Holidays shall receive a minimum of two (2) hours pay at the overtime rate, and additional calls within a two (2) hour period shall, for the purpose of calculation, be considered as one call.

14.04 Overtime shall be distributed as equally as possible among the members qualified to perform such work.

14.05 The Employer shall implement an "On Call Rotation System". In recognizing that there be equal opportunity provided for overtime and "on call" assignments, the Employer shall determine when "on call assignments" are required. "On call assignments" shall mean the Employee is given the responsibility to record the calls and dispatch for "call in"

Should an Employee be called in, the provisions of Clause 14.03 shall take effect.

Employees assigned to the on-call rotation shall be paid two dollars and fifty cents (\$2.50) per hour spent on-call.

Employees assigned to on call duties related the Pool and Campground shall be paid the on-call premium of two dollars and fifty cents \$2.50 for all hours spent on call.

#### 14.06 Banking of Overtime

An Employee shall be allowed to bank overtime at the applicable rate in Article 14, in lieu of cash payment. Banked overtime shall be taken at a time mutually agreeable to the Employer and the Employee. Banked overtime may be accumulated to a maximum of twenty (20) hours (forty 40 hours straight time), per calendar year.

The Employee shall indicate at the time the overtime is work to either bank the overtime or be paid. Any overtime banked and not taken as time off shall be paid on December 31 of the year it was banked at the appropriate overtime rate.

### ARTICLE 15.00 HOLIDAYS

15.01 The following shall be holidays for which Employees shall receive eight (8) hours regular pay:

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

and all holidays declared or proclaimed by the Town of Vulcan, the Province of Alberta or the Dominion of Canada, except where such proclaimed holiday is declared in lieu of one of the above named holidays.

1. The Employee must have worked for the Employer for a total of thirty (30) working days during the previous twelve (12) months.
2. The Employee shall not have absented himself from work without the consent of the Employer on either his last regular working day preceding or his first regular working day following the general holiday.
3. Where an Employee is unable to work as required, pursuant to item (2) above, because of illness or injury, the Employee, upon provision of a medical certificate, certifying that the Employee was unable to work, shall not be disqualified from payment.
4. When an Employee is in receipt of Workers' Compensation Benefits and a holiday falls within this time period, the Employer will not pay the Employee for the holiday.

15.02 If an Employee is required to work on any of the above mentioned holidays, he shall be paid the regular day's pay for the holiday, plus double time (X2) for all time worked. If a Statutory Holiday falls on an Employee's regular day off he shall be entitled to an

extra day's pay for same or be given a day off with pay in lieu, the day off to be arranged at the mutual convenience of both parties.

## **ARTICLE 16.00 ANNUAL VACATIONS**

16.01 All permanent Employees hired shall be granted paid vacations on the following basis:

After one (1) years' service	two (2) weeks with pay
After two (2) years' service	three (3) weeks with pay
After five (5) years' service	four (4) weeks with pay
After twelve (12) years' service	five (5) weeks with pay
After twenty two (22) years' service	six (6) weeks with pay

plus, one (1) week additional for every five (5) years service over twenty two (22) years.

All casual or seasonal Employees shall be paid holiday pay on the basis of four percent (4%) of earnings. This shall be paid in every pay period.

16.02 Paid holidays which fall during an Employee's vacation, shall be taken in addition to vacation either immediately prior to or after said vacation.

## **ARTICLE 17.00 SICK LEAVE**

17.01 Sick leave shall be earned by Employees on the basis of one and one-half (1-1/2) days for every month of actual work by the Employee, to a maximum of one hundred and fifty (150) days. A deduction shall be made from all accumulated sick leave for all normal working days or part thereof (exclusive of holidays) absent for sick leave. An Employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days, certifying that such an Employee is unable to carry out his duties due to illness. The Employer will post a list of accumulated sick leave owing to each Employee in January of each year.

17.02 Pre-arranged dental or doctor's appointments during working hours for permanent Employees of the Employer shall be considered as sick leave.

17.03 All Employees, as soon as possible, must notify their respective Supervisors or leave word at the Town office of their absence from work on account of sickness or injury.

17.04 Payment for illness that starts prior to and extends into a scheduled vacation will be paid for in the manner prescribed and the vacation period will be deferred and re-scheduled with the approval of the Foreman.

## **ARTICLE 18.00 BEREAVEMENT LEAVE**

18.01 A permanent Employee shall be granted five (5) regular scheduled consecutive work days leave without loss of salary or wages in the case of the death of a parent, step-parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, step-brother, step-sister, foster child or ward, aunt or uncle, brother/sister in-law and grandparent in-law.

Where the burial occurs outside the Province the Employer may grant such additional time, not to exceed four (4) calendar days, as may be necessary.

18.02 A permanent Employee shall be granted one (1) day without loss of salary or wages to attend a funeral as a pallbearer.

18.03 It shall be agreed to have unpaid leave for probationary Employees and seasonal/temporary Employees three (3) days plus two (2) days out of Province.

18.04 In addition to the above specified days leave with pay, additional time as reasonably necessary may be granted as leave without pay or as paid vacation with the provision that all applications for such extensions must be submitted at the time of the original request, unless extenuating circumstances justify otherwise.

## **ARTICLE 19.00 LEAVE OF ABSENCE**

19.01 Leave of absence will be granted only insofar as the operation of the Employer will permit, and the period of absence not to exceed three (3) months.

The Employee must give sufficient and reasonable notice, in writing, to the Municipal Administrator, when requesting same. Such request must be authorized by the Municipal Administrator. Should an Employee's application be refused, he shall have the right to Grievance Procedure.

19.02 Where permission has been granted to a representative of the Union to leave his employment temporarily with respect to a grievance against the Employer, they shall suffer no loss of pay for the time so spent.

19.03 Request for leave of absence for one Employee selected or appointed to represent the Union at Union Conventions, Executive and Committee meetings, of C.U.P.E. or its affiliated body shall be made in writing through the Union to the Municipal Administrator of the Employer not less than fourteen (14) days prior to the Convention meeting. The Employer agrees to grant such leave if at all possible. Such leave shall be without pay and without loss of seniority.

### **19.04 LEAVE OF ABSENCE AND FRINGE BENEFITS LEVIES**

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

## 19.05 FAMILY SICK LEAVE

The Employer shall grant five (5) days off with pay per calendar year, not cumulative to attend to the medical needs of a spouse, common law-spouse, child, step-child, or parent including mother and father in-laws.

## ARTICLE 20.00 PENSION

20.01 All Employees covered by this Agreement shall become members of the Local Authorities Pension Plan at such time as agreed upon by the parties to this Agreement and the provisions of the respective Acts are complied with in all respects.

## ARTICLE 21.00 JOB DESCRIPTIONS

21.01 The descriptions of the classifications covered under this Agreement shall be attached as Schedule "A" of the Agreement.

## ARTICLE 22.00 CHANGED CLASSIFICATIONS

22.01 When the duties in any classification are changed, or where the Union and/or an Employee feels he is unfairly or incorrectly classified or when any position not covered by the Salary Schedule is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on reclassification and/or rate of pay of the job in question, such dispute shall be submitted to an Alberta Labour Mediator and then failing settlement in Mediation, shall then proceed to Arbitration in accordance with procedures outlined under Grievance. The new rate shall be retroactive to the time the position was first filled by the Employee.

## ARTICLE 23.00 BENEFITS

23.01 It is agreed that all Employees covered by this Agreement, after successfully completing their probationary period, shall be covered by an appropriate extended health and dental plan, the cost to be paid eighty percent (80%) by the Employer and twenty percent (20%) by the Employee.

Starting January 1, 2022, the Employer shall pay 100% of this premium.

### 23.02 GROUP LIFE INSURANCE

All Employees shall be covered by a Group Life Insurance Plan (Death and Dismemberment) equal to two (2) year's wages to the closest \$1,000.00, the premium to be paid eighty percent (80%) by the Employer and twenty percent (20%) by the Employee.

Starting January 1, 2022, The Employer shall pay 100% of this premium.

a) Long Term Disability Plan

The Employer shall effect a Long Term Disability Plan; the premiums will be one hundred percent (100%) by the Employer. Terms of the plan will be sent to the Union.

23.03 During the term of this Collective Agreement and with the concurrence of the Union, the Employer may seek benefit coverage with a different carrier.

23.04 An Employee who is laid off and who wishes to continue to participate in any of the Benefit Plans shall make prior arrangements with the Employer to pay the full premiums for such Benefit Plans. The Employee may continue these arrangements for as long as the Employee has Recall Rights.

23.05 The Employer will provide each Employee with a Health/Wellness spending account in the amount of nine hundred dollars (\$900.00) annually. Any unused balance from the year may be carried over to the following year. At no time will the amount in the Employee's health spending account be more than eighteen hundred dollars (\$1800.00).

On January 1, 2022, the amounts shall increase to one thousand dollars (\$1,000.00) annually. Any unused balance from the year may be carried over to the following year. At no time will the amount in the Employee's health spending account be more than two thousand dollars (\$2,000.00).

## **ARTICLE 24.00 CLOTHING**

24.01 Gloves will be supplied to all Employees as required.

24.02 Permanent Employees shall receive two (2) pair of coveralls and temporary/seasonal Employees shall receive one (1) pair of coveralls which shall remain the property of the Employer, and which will be replaced as required upon presentation of the worn out pair. Employees shall be responsible for any undue damage of the same.

## **ARTICLE 25.00 HEALTH AND SAFETY**

25.01 The Employer shall institute a Health and Safety Program as follows:

1. Union/Employer Safety Committee

A Safety and Health Committee shall be established and composed of two representatives of the Union and two Employer representatives.



2. Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with the necessary tools, safety equipment, and protective clothing, when needed.

**ARTICLE 26.00 SAFETY AND BOOT ALLOWANCE**

26.01 The Employer shall supply at his cost safety boots/protective clothing to Employees according to the following:

1. Safety boots as required for the Employees.
2. The Employer will pay a maximum of two hundred dollars (\$200.00) annually per pair of safety boots to be the quality approved by the Standards Association or work appropriate protective clothing. This allowance may be carried over for a period of one (1) year to a total of four hundred dollars (\$400.00).

This allowance shall be paid upon receipt of a proof of purchase.

3. If in the opinion of the Employer, an Employee is not complying with the Health and Safety regulations for medical reasons, a medical examination may be conducted by a duly qualified medical Doctor appointed by the Employer. No Employee shall suffer any loss of wages if the medical examination is conducted during regular working hours. The cost of the medical examination shall be the responsibility of the Employer.

**ARTICLE 27.00 WAGES**

<b>CLASSIFICATION</b>	<b>January 1, 2021</b>	<b>January 1, 2022</b>
Seasonal/Temporary	\$17.97	\$17.97
Recreational Facility Operator 1	\$25.40	\$25.40
Public Works Operator 1	\$25.40	\$25.40
Public Works Operator 2	\$26.90	\$26.90
Public Works Operator 3	\$30.00	\$30.00
Lead Hand	\$30.64	\$30.64

Hired summer students shall not interfere with duties of regular or permanent Employees.

**ARTICLE 28.00 CONTRACTING OUT**

28.01 All Employees working for the Employer will not lose jobs or wages due to Contracting out.

**ARTICLE 29.00 CUSTOM WORK**

29.01 Any Employee assigned by the Employer to perform custom work shall be covered by this Agreement, accumulate seniority and receive normal pay and Benefits.

All custom work shall have prior authorization from the Employer.

**ARTICLE 30.00 DISINTERMENT**

An Employee assigned by the Employer to assist in the disinterment of a body at the Town of Vulcan cemetery will receive an additional fifty dollars (\$50.00) for each assignment. Where possible, the Employer shall contract out these disinterment's which will not be considered a violation of Article 28.00 of the Agreement.

**ARTICLE 31.00 HEALTH AND SAFETY COORDINATOR**

The Employer and the Union agree that the Employee assigned the duties of the Health and Safety Coordinator by the Employer will receive an additional fifty dollars (\$50.00) per month for this assignment.

Signed this 19<sup>th</sup> day of, November, 2020

On behalf of The Town of Vulcan

On behalf of the Canadian Union of  
Public Employees, Local 37

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chief Administrative Officer

  
\_\_\_\_\_  
Recording Secretary for Dustin Withers

  
\_\_\_\_\_  
Treasurer

**SCHEDULE "A" JOB DESCRIPTIONS**

These attached job descriptions are provided by the Employer in accordance with Article 21.00.

POSITION:	<b>Health &amp; Safety Coordinator</b>
DEPARTMENT:	Public Works
IMMEDIATE SUPERVISOR:	Town Foreman
IMMEDIATE SUBORDINATES:	N/A
STATUS/HOURS OF WORK:	Combined with existing Public Works Position

**SUMMARY OF POSITION:**

Under the direction of the Public Works Foreman, a Health & Safety Coordinator performs duties related to the Town of Vulcan Safety Program.

**TASK DESCRIPTION:**

- Train and guide staff members on work place safety issues
- Keep up to date the Town's safety manuals
- Plan and hold regular Safety meetings
- Keep up to date OHS documentation
- Address and facilitate any Safety issue that is brought to their attention
- Perform other duties as requested by his Supervisor

**REQUIRED EDUCATION, TRAINING AND EXPERIENCE:**

- Have a minimum of a high school diploma or equivalent.
- Valid class 5 Alberta Operators License
- Willing to obtain necessary related Safety Training

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

- Ability to provide directions
- Good organizational skills
- Good public relation skills
- Good understanding of OHS regulations
- Good understanding of the Town Safety Program

**REMUNERATION:**

Compensation is outlined in Article 31 of the current Collective Agreement between the Canadian Union of Public Employees – Local 37 and The Town of Vulcan

POSITION:	<b>Public Works Lead Hand</b>
DEPARTMENT:	Public Works
IMMEDIATE SUPERVISOR:	Town Foreman
IMMEDIATE SUBORDINATES:	Seasonal Labourer, Operator 1, Operator 2, Operator 3
STATUS/HOURS OF WORK:	Permanent/Full time - 40 hrs per week.

**SUMMARY OF POSITION:**

Under the direction of the Public Works Foreman, the Public Works Lead Hand performs duties related to the operations of the Town of Vulcan Public Works Department. This includes all public works programs, streets, sidewalks, water and sewer operations, maintenance and upkeep of all Town owned property, buildings, vehicles, and equipment.

**TASK DESCRIPTION:**

- Assume all duties and responsibilities of the Town Foreman in their absence
- Assist the Town Foreman in the direction and work planning for the Public Works crew and contractors
- Work related to maintenance of streets and sidewalks;
- Work related to emergency repair of water main breaks, sewer blockages, Fire hydrants, valves, etc.;
- Work related to maintenance of parks, Town green areas, the cemetery etc.;
- Work related to maintenance of Town facilities
- Operates and maintains all Town owned vehicles and maintenance equipment
- Daily work and tests involved in the water and waste water systems.
- Enter necessary information in a log book;
- Complete personal time card;
- Perform on call duties in crew rotation schedule, including evenings and weekends
- May direct the work of seasonal labourer and operator 1,2 &3 staff as directed by the Town Foreman;
- Perform other duties as requested by the Town Foreman, including Recreational Facility operation and Emergency Management Service requirements.

**REQUIRED EDUCATION, TRAINING AND EXPERIENCE:**

- Have a minimum of a high school diploma or equivalent.
- Valid class 5 Alberta Operators License
- Must have experience in the operation of all the Town vehicles and heavy equipment.
- Must have Level II Water and Wastewater Operators Certificates
- Must be willing to obtain a landscape Pesticide Applicators License.
- Must be willing to obtain Equipment Operator Certificates
- Must be willing to obtain WHIMS, TDG, First Aid, and CPR
- Must attend orientation and regular meetings with the Health & Safety Coordinator

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

- Good mechanical aptitude
- Ability to follow directions
- Ability to provide leadership and guidance
- Good public relation skills
- Ability to pass general physical
- Ability to work with minimal supervision

**REMUNERATION:**

Salary, benefits and employment conditions are negotiated and included in the current Collective Agreement between the Canadian Union of Public Employees – Local 37 and The Town of Vulcan.

POSITION:	<b>Public Works Operator 1</b>
DEPARTMENT:	Public Works
IMMEDIATE SUPERVISOR:	Town Foreman
IMMEDIATE SUBORDINATES:	Seasonal Labourer
STATUS/HOURS OF WORK:	Permanent/Full time - 40 hrs per week.

**SUMMARY OF POSITION:**

Under the direction of the Public Works Foreman, a Public Works Operator 1 performs duties related to the operations of the Town of Vulcan Public Works Department. This includes all public works programs, streets, sidewalks, water and sewer operations, maintenance and upkeep of all Town owned property, buildings, vehicles, and equipment.

**TASK DESCRIPTION:**

- Work related to maintenance of streets and sidewalks;
- Work related to emergency repair of water main breaks, sewer blockages, Fire hydrants, valves, etc.;
- Work related to maintenance of parks, Town green areas, the cemetery etc.;
- Work related to maintenance of Town facilities
- Operates and maintains lawn mowers, weed eaters, chain saws, hedge trimmers, rototillers and similar small equipment;
- Operates with supervision skid steer, tractor, mowers, and gravel truck
- Daily work and tests involved in the water and waste water systems, under the direction of the Certified Operator
- Enter necessary information in a log book;
- Complete personal time card;
- Perform on call duties in crew rotation schedule, including evenings and weekends
- May direct the work of seasonal labourer staff as directed by the Supervisor;
- Perform other duties as requested by the Supervisor, including Recreational Facility operation and Emergency Management Service requirements.

**REQUIRED EDUCATION, TRAINING AND EXPERIENCE:**

- Have a minimum of a high school diploma or equivalent.
- Valid class 5 Alberta Operators License
- Must have experience in the operation of the Town vehicles and equipment listed above excluding those requiring supervision.
- Must be willing to obtain Equipment Operator Certificates
- Must be willing to obtain WHIMS, TDG, First Aid, and CPR
- Must attend orientation and regular meetings with the Health & Safety Coordinator

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

- Some mechanical aptitude
- Ability to follow directions
- Good public relation skills
- Ability to pass general physical

**REMUNERATION:**

Salary, benefits and employment conditions are negotiated and included in the current Collective Agreement between the Canadian Union of Public Employees – Local 37 and The Town of Vulcan

POSITION:	<b>Public Works Operator 2</b>
DEPARTMENT:	Public Works
IMMEDIATE SUPERVISOR:	Town Foreman
IMMEDIATE SUBORDINATES:	Seasonal Labourer, Operator 1
STATUS/HOURS OF WORK:	Permanent/Full time - 40 hrs per week.

**SUMMARY OF POSITION:**

Under the direction of the Public Works Foreman, a Public Works Operator 2 performs duties related to the operations of the Town of Vulcan Public Works Department. This includes all public works programs, streets, sidewalks, water and sewer operations, maintenance and upkeep of all Town owned property, buildings, vehicles, and equipment.

**TASK DESCRIPTION:**

- Work related to maintenance of streets and sidewalks;
- Work related to emergency repair of water main breaks, sewer blockages, Fire hydrants, valves, etc.;
- Work related to maintenance of parks, Town green areas, the cemetery etc.;
- Work related to maintenance of Town facilities
- Operates and maintains lawn mowers, weed eaters, chain saws, hedge trimmers, rototillers and similar small equipment;
- Operates and maintains skid steer, tractor, mowers, and gravel truck
- Operates with supervision backhoe, loader, grader, and sweeper
- Daily work and tests involved in the water and waste water systems, under the direction of a Certified Operator
- Enter necessary information in a log book;
- Complete personal time card;
- Perform on call duties in crew rotation schedule, including evenings and weekends
- May direct the work of seasonal labourer and operator 1 staff as directed by the Supervisor;
- Perform other duties as requested by the Supervisor, including Recreational Facility operation and Emergency Management Service requirements.

**REQUIRED EDUCATION, TRAINING AND EXPERIENCE:**

- Have a minimum of a high school diploma or equivalent.
- Valid class 5 Alberta Operators License
- Must have experience in the operation of the Town vehicles and equipment listed above excluding those requiring supervision.
- Must be willing to obtain Equipment Operator Certificates
- Must be willing to obtain Level I Water and Wastewater Operators Certificates
- Must be willing to obtain WHIMS, TDG, First Aid, and CPR
- Must attend orientation and regular meetings with the Health & Safety Coordinator

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

- Some mechanical aptitude
- Ability to follow directions
- Good public relation skills
- Ability to pass general physical

**REMUNERATION:**

Salary, benefits and employment conditions are negotiated and included in the current Collective Agreement between the Canadian Union of Public Employees – Local 37 and The Town of Vulcan

POSITION:	<b>Public Works Operator 3</b>
DEPARTMENT:	Public Works
IMMEDIATE SUPERVISOR:	Town Foreman
IMMEDIATE SUBORDINATES:	Seasonal Labourer, Operator 1, Operator 2
STATUS/HOURS OF WORK:	Permanent/Full time - 40 hrs per week.

**SUMMARY OF POSITION:**

Under the direction of the Public Works Foreman, a Public Works Operator 3 performs duties related to the operations of the Town of Vulcan Public Works Department. This includes all public works programs, streets, sidewalks, water and sewer operations, maintenance and upkeep of all Town owned property, buildings, vehicles, and equipment.

**TASK DESCRIPTION:**

- Work related to maintenance of streets and sidewalks;
- Work related to emergency repair of water main breaks, sewer blockages, Fire hydrants, valves, etc.;
- Work related to maintenance of parks, Town green areas, the cemetery etc.;
- Work related to maintenance of Town facilities
- Operates and maintains all Town owned vehicles and maintenance equipment
- Daily work and tests involved in the water and waste water systems, under the direction of a Certified Operator if required
- Enter necessary information in a log book;
- Complete personal time card;
- Perform on call duties in crew rotation schedule, including evenings and weekends
- May direct the work of seasonal labourer and operator 1 & 2 staff as directed by the Supervisor;
- Perform other duties as requested by the Supervisor, including Recreational Facility operation and Emergency Management Service requirements.

**REQUIRED EDUCATION, TRAINING AND EXPERIENCE:**

- Have a minimum of a high school diploma or equivalent.
- Valid class 5 Alberta Operators License
- Must have experience in the operation of all the Town vehicles and heavy equipment.
- Must have Level I Water and Wastewater Operators Certificates
- Must be willing to obtain a landscape Pesticide Applicators License.
- Must be willing to obtain Equipment Operator Certificates
- Must be willing to obtain Level II Water and Wastewater Operators Certificates
- Must be willing to obtain WHIMS, TDG, First Aid, and CPR
- Must attend orientation and regular meetings with the Health & Safety Coordinator

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

- Good mechanical aptitude
- Ability to follow directions
- Good public relation skills
- Ability to pass general physical

**REMUNERATION:**

Salary, benefits and employment conditions are negotiated and included in the current Collective Agreement between the Canadian Union of Public Employees – Local 37 and The Town of Vulcan



POSITION:	<b>Recreational Facility Operator 1</b>
DEPARTMENT:	Public Works
IMMEDIATE SUPERVISOR:	Town Foreman
IMMEDIATE SUBORDINATES:	Seasonal Labourer
STATUS/HOURS OF WORK:	Permanent/Full time - 40 hrs per week on modified fixed work schedule including weekends.

**SUMMARY OF POSITION:**

Under the direction of the Public Works Foreman, a Recreational Facility Operator 1 performs duties related to the operations of the Town of Vulcan recreational facilities. This includes all green spaces, campgrounds, the Vulcan Pool, and Arena. This also includes assistance when required with all other public works programs, streets, sidewalks, water and sewer operations, maintenance and upkeep of all Town owned property, buildings, vehicles, and equipment.

**TASK DESCRIPTION:**

- Work related to the operation & maintenance of the Town owned recreational facilities, namely the Municipal Arena and Public Pool;
- Participate in sampling, analyzing, and adjusting water processing daily, for the pool;
- Participate in testing of the quality and required thickness of arena ice;
- Routinely checks Arena compressor and pool filtration system;
- Operate and maintain the Ice resurfacer;
- Work related to maintenance of parks, Town green areas, the cemetery etc.;
- Operates and maintain lawn mowers, weed eaters, chain saws, hedge trimmers, rototillers and similar small equipment;
- Work related to maintenance of streets and sidewalks;
- Work related to emergency repair of water main breaks, sewer blockages, Fire hydrants, valves, etc.;
- Enter necessary information in a log book;
- Complete personal time card;
- May direct the work of seasonal labourer as directed by the Supervisor;
- Perform other duties as requested by the Supervisor, including Emergency Management Service requirements.

**REQUIRED EDUCATION, TRAINING AND EXPERIENCE:**

- Have a minimum of a high school diploma or equivalent.
- Valid class 5 Alberta Operators License
- Must be willing to obtain Pool and Arena Operator Certificates
- Must be willing to obtain WHIMS, TDG, First Aid, and CPR
- Must attend orientation and regular meetings with the Health & Safety Coordinator

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

- Some mechanical aptitude
- Ability to follow directions
- Good public relation skills
- Ability to pass general physical

**REMUNERATION:**

Salary, benefits and employment conditions are negotiated and included in the current Collective Agreement between the Canadian Union of Public Employees – Local 37 and The Town of Vulcan

POSITION:	<b>SEASONAL LABOURER</b>
DEPARTMENT:	Public Works
IMMEDIATE SUPERVISOR:	Town Foreman
IMMEDIATE SUBORDINATES:	N/A
STATUS/HOURS OF WORK:	Seasonal - 40 hrs per week May through August

**SUMMARY OF POSITION:**

Under the direction of the Public Works Foreman, a Seasonal Labourer performs duties related to the operations of the Town of Vulcan Public Works Department. This includes all public works programs, streets, sidewalks, water and sewer operations, maintenance and upkeep of all Town owned property, buildings, vehicles, and equipment.

**TASK DESCRIPTION:**

- Work related to maintenance of streets and sidewalks
- Work related to maintenance of parks, Town green areas, the cemetery etc.
- Work related to maintenance of Town facilities
- Operates with supervision lawn mowers, weed eaters, hedge trimmers, rototillers and similar small equipment
- Complete personal time card
- Perform other duties as requested by his Supervisor

**REQUIRED EDUCATION, TRAINING AND EXPERIENCE:**

- Have a minimum of a high school diploma or equivalent.
- Valid class 5 Alberta Operators License
- Must attend orientation and regular meetings with the Health & Safety Coordinator

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

- Some mechanical aptitude
- Ability to follow directions
- Good public relation skills
- Ability to pass general physical