

2017 - 2018

COLLECTIVE AGREEMENT

BETWEEN

THE TOWN OF PONOKA
(the "Employer")

AND

LOCAL UNION 254 OF THE INTERNATIONAL
BROTHERHOOD
OF ELECTRICAL WORKERS

ELECTRICAL DEPARTMENT

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PREAMBLE:

This agreement is made pursuant to the Labour Relations Code, and is known as the "Line Agreement - Electrical Department".

BETWEEN:

THE TOWN OF PONOKA

A Municipal Corporation in the Province of Alberta
(Hereinafter referred to as the "Town")

OF THE FIRST PART

AND:

LOCAL UNION 254 OF THE INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS
In the Province of Alberta
(Hereinafter referred to as the "Union")

OF THE SECOND PART

Whereas the Union is the bargaining agent for certain Employees employed by the Town; and
whereas the terms and conditions of employment and the salaries of the Employees have been
the subject of negotiations between the parties; and

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

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

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

ARTICLE 1 - TERM OF AGREEMENT:

1. This Agreement shall be effective January 1, 2017 and continue in force until December 31, 2018.
2. This agreement shall take effect on the date of signing and shall continue in full force and effect beyond the expiration date from year to year thereafter, unless notification of a desire to amend the agreement is given in writing by either party to the other not more than one hundred and twenty (120) days nor less than sixty (60) days prior to the

expiration date, and negotiations shall commence within thirty (30) days of receipt of written notice, subject to the provisions of the Labour Relations Code, and the existing agreement shall remain in full

force until either the expiration date of the agreement has passed and the Union has issued a notice to strike in accordance with the provisions of the Labour Relations Code, or the; Expiration date of this agreement has passed and the Town has issued a notice of lockout to the Union in accordance with the provisions of the Labour Relations Code.

3. Changes in this agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by the signing officers of the parties to the agreement. Such changes shall form part of the Collective Agreement.

ARTICLE 2 - STRIKES AND LOCKOUTS:

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

ARTICLE 3 - UNION RECOGNITION AND CHECKOFF:

This agreement covers, and the Town recognizes the Union as the sole bargaining agent for all Employees covered by the Union's Certificate No. 951-90, October 11th, 1990, as issued by the Labour Relations Board.

The Town agrees to deduct union dues from all Employees coming within the scope of this agreement, upon said Employees having completed thirty (30) working days of employment with the Town, whether said Employees are Union Members or not. The amount of dues shall be specified by registered letter from time to time by the Union and the Town shall remit the dues collected by payroll deductions to the Union on or before the fifteenth (15th) day of the month following.

ARTICLE 4 - MANAGEMENT RIGHTS:

Subject to the terms of this agreement, the Union acknowledges the right of Management to manage the business in which it is engaged, to direct the working forces, to hire, promote, transfer, layoff, discharge or otherwise discipline any Employee for just cause and retains all those rights of Management not limited by the terms of this agreement.

ARTICLE 5 - INTERPRETATIONS AND DEFINITIONS:

1. "Union" shall mean Local Union 254 of the International Brotherhood of Electrical Workers.

2. "Town" shall mean the Council of the Town of Ponoka and shall include such Officers as the Town may appoint or designate from time to time to carry out duties in respect to the operation and management of the Town, or in respect to the administration of this Collective Agreement.
3. "Permanent Employee" shall mean one who has completed the probationary period and who is regularly required to work the full hours of work in accordance with Article 6 of this Agreement.
4. "Casual Employee" is one who is hired to perform specific projects, work of a temporary nature or on a call-in basis and is therefore subject to termination on completion of such work and who is not working in any permanently established position within the Department. Casual Employees shall be entitled to those terms and conditions specified in this collective agreement excluding Articles 10, 15, 19 (4), 33, and Schedule "B".
5. Any new Employee appointed to a permanent position shall serve a six (6) month probationary period from the date of hire. A probationary period is deemed to be a temporary contract at will and an Employee may be terminated at any time during the probationary period without recourse to the Grievance Procedure, Article 34.
6. In cases where the Employer feels it is better to extend a probationary period than to terminate the Employee, the Employer may extend the probationary period for up to six (6) months by advising the Union and the Employee one (1) month prior to the end of the initial probationary period.
7. "Journeyman" shall mean an Employee who holds a current recognized Journeyman Certificate.
8. "Apprentice" shall mean an Employee who shall complete the prescribed periods of apprenticeship in the applicable electrical trade before he/she can be rated as a journeyman, and seniority for promotion to a more responsible position shall not start until the status of journeyman has been reached. Seniority shall prevail when ability is equal. During the last twelve (12) months of apprenticeship, he/she shall be expected to do, if required, the same class of work as a journeyman in gangs, provided however, that he/she shall not be required to work on high voltage wires, unless under the direct supervision of a journeyman Power line Technician.

ARTICLE 6 - HOURS OF WORK:

1. Regular Work Week - forty (40) hours, Monday through Friday eight (8) hours between the times of 7:00 a.m. and 5:00 p.m.

A normal work week shall consist of forty (40) hours, eight (8) hours per day, five (5) days per week, Monday through Friday inclusive.

2. The provisions of this article are intended to establish a basis for the computation of overtime, and shall not be construed as a guarantee of hours of work per day or per week.
3. Any variation of the hours of work from those stated in Article 6 (1), must be mutually agreed to by the Union and the Town.

ARTICLE 7 - REST PERIODS:

A rest period of fifteen (15) minutes paid time in the morning and the afternoon of each day will be permitted, provided this time is spent at the place of work at that time. A thirty (30) minute unpaid lunch break will be taken and employees will be permitted to come back to the shop for lunch.

No more than one (1) person from any crew shall be permitted to enter a shop, store or other business premises for the purpose of obtaining coffee or other supplies and this shall be permitted only if such premises are in the immediate locality of the job and the safe working of the crew is not jeopardized by his/her absence.

ARTICLE 8 - GENERAL HOLIDAYS:

1. For the purpose of this agreement, the following general holidays shall be observed by the Town:

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

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

2. Permanent and Probationary Employees who have completed thirty (30) working days with the Town, shall receive said holidays off with pay in accordance with the following provisions:
3. If a holiday falls on an Employee's regular day off, he/she shall be entitled to take a regular working day off in lieu of such holiday. The working day off in lieu shall be established by the Town and shall be the working day or working days prior to or the working day or working days subsequent to the holiday(s).

Where the Town determines that the provision of a day off in lieu of the holiday is not appropriate to its operation, the Employee shall receive a day's pay.

4. An Employee is not entitled to general holiday pay or pay for a day established to be observed in lieu of the general holiday in the event that the Employee does not report for work on his/her last scheduled working day preceding the holiday, on the holiday or the day named in lieu thereof when scheduled to do so, or on his/her first scheduled working day following the holiday, unless such absence is approved by the Town.
5. If a Permanent Employee is required to work on a holiday, he/she shall receive his/her regular day's pay and two (2) times the regular pay for any hours worked.
6. Casual Employees - holiday pay for Casual Employees shall be administered in compliance with the Employment Standards Code.

ARTICLE 9 - ANNUAL VACATIONS:

1. For the first five (5) years of continuous employment a Permanent Employee shall earn vacation leave at the rate of 4.6153 hours per pay period (equivalent to fifteen (15) working days).
2. For the sixth (6th) through the fifteenth (15th) years of continuous employment, a Permanent Employee shall earn vacation leave at the rate of 6.1538 hours per pay period (equivalent to twenty (20) working days).
3. For the sixteenth (16th) through the twentieth (20th) years of continuous employment, a Permanent Employee shall earn vacation leave at the rate of 7.6923 hours per pay period (equivalent to twenty-five (25) working days).
4. For the twenty-first (21st) and all subsequent years of continuous employment, a Permanent Employee shall earn vacation leave at the rate of 9.2308 hours per pay period (equivalent to thirty (30) working days).
5. An annual vacation schedule is to be drawn up for approval by the Chief Administrative Officer or his/her designate before April 1st of each year, or on such other date as may be deemed appropriate by the Town. Changes may be made in the approved schedule when necessary upon approval of the Chief Administrative Officer or his/her designate. Seniority will settle all disputes. In the event that an Employee does not schedule vacation by April 1st, the Chief Administrative Officer or his/her designate shall schedule the Employee's vacation at the Town's convenience.

6. After successful completion of the required probationary period, a Permanent Employee is entitled to expend vacation leave up to but not exceeding the Employee's existing leave credits.
7. An Employee is expected to use the current year's entitlement each year, however, where for the purposes of an extended holiday or some other acceptable reason, an Employee may carryover, with the approval of the Chief Administrative Officer or his/her designate, a total accumulation of not more than one (1) additional year's total entitlement.
8. Casual Employees shall receive vacation pay based on four per cent (4%) of their straight time earnings. This amount shall be added to each pay cheque issued to a Casual Employee.

ARTICLE 10 - SICK LEAVE:

1. Sick Leave Defined

Sick leave means the period of time a Permanent Employee is permitted to be absent from work without loss of regular earnings by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers Compensation Act.

2. Amount of Sick Leave

Permanent Employees shall be credited with 5.5385 hours of sick leave per pay period to a maximum of nine hundred and sixty (960) hours.

3. All time during which an Employee is absent for illness as defined in Article 10 (1), or for purposes of diagnostic, dental or therapeutic consultation or treatment shall be charged against an Employee's sick leave entitlement.
4. When any time is charged against sick time credits, the Town may request a certificate from the Employee's attending medical doctor and/or a statement signed by the Employee substantiating the illness. Should the Town request a certificate from the Employee's attending medical doctor, the Town will reimburse the Employee upon receipt up to twenty (20) dollars for costs associated in obtaining such certificate.
5. Sick leave shall not be used for any purpose other than to provide income replacement, as provided herein. Employees found guilty of abusing sick leave shall be subject to dismissal.
6. Sick Leave during Leave of Absence

When an Employee is given leave of absence without pay, for any reason, and returns to the service of the Town upon expiration of such leave of absence, etc., he/she shall not receive sick leave credit for the period of such leave of absence, but shall retain the cumulative credit, if any is existing at the time of such leave.

7. Sick Leave without Pay

Sick leave without pay may be granted at the sole discretion of the Town to an Employee who does not qualify for sick leave with pay, or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

8. On termination of employment, all sick leave credits shall be cancelled and no payment shall be due therefore.
9. When an Employee is hospitalized or is under a doctor's care during his/her vacation, the Town shall, upon receiving proof from the Employee of such hospitalization or doctor's care and subsequent convalescence, allow such time to be charged to his/her sick leave credit and allow the Employee to utilize the vacation credits then remaining, at a time suitable to the Chief Administrative Officer or his/her designate.

ARTICLE 11 - WORKERS' COMPENSATION:

When an Employee is unable to work as a result of a compensable accident or illness that occurs in the course of his work, he/she shall be covered under the *Workers' Compensation Act*.

The Employer will continue to pay to the Employer's share of the premiums for all applicable benefits. The Employee must make arrangements to pay the Employee's share of all premiums.

ARTICLE 12 - MATERNITY/PATERNITY/ADOPTION LEAVE:

1. Maternity leave will be granted to female Employees pursuant to the Employment Standards Code, its successor, amendments and regulations.
2. An Employee shall be entitled to Parental and Adoption Leave in accordance with the provisions of the Employment Standard Code
3. An Employee, who at the commencement of leave under Article 12 is participating in the plans outlined in Schedule "B", shall have continued coverage for the total period of the leave. Premium contributions will be paid totally by the Employee.

ARTICLE 13 - COMPASSIONATE/TERMINAL LEAVE:

1. Employees covered by this agreement, after having completed one (1) year of continuous service with the Town, will be entitled for critical illness, or on death of an "immediate relative", to compassionate leave up to a maximum of five (5) days with pay.
2. An "immediate relative" shall mean spouse or common-law spouse, son, daughter, father, mother, sister, brother, aunt, uncle, niece/nephew, cousin, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent and grandchild.
3. It shall be the obligation of the Employee to provide evidence on the facts of the case to the satisfaction of the Chief Administrative Officer or his/her designate before he/she shall be entitled to compassionate leave as specified above.
4. Upon approval of the Employer, an Employee who is eligible for terminal care leave under federal or provincial legislation will be granted a leave of absence for up to six (6) months, without pay. An Employee, who at the commencement of leave under Article 13 is participating in the plans outlined in Schedule "B", shall have continued coverage for the total period of the leave. Premium contributions will be paid totally by the Employee. The Employer may require the Employee to provide satisfactory proof of the terminal care leave.
5. Funeral Leave other than Compassionate Leave
In any twelve (12) month period, Permanent Employees may be granted up to eight (8) hours leave of absence with pay, to attend funerals, at the discretion of the Chief Administrative Officer or his/her designate.

ARTICLE 14 – SPECIAL LEAVE

The Parties recognize that a permanent Employee may be unable to report to work for their regularly scheduled shifts, due to unanticipated circumstances of pressing necessity which require the Employee's personal attention and which may include illness in the Employee's immediate family. The Employer shall approve special leave in such circumstances to a maximum of four (4) occasions totalling not more than the employee's regular hours of work for one day as applicable per occasion without loss of pay in each calendar year. Approval of the Special Leave Day will only be made if all three of the following criteria is met for the absence:

1. Absence must be due to unanticipated circumstances, this means appointments or obligation, which are planned for, do not generally qualify for special leave.
2. The need for the absence must be of pressing necessity (i.e. needs to be done immediately, cannot wait until lunch time or after work).

3. The reason for the absence requires the employee's personal attention (e.g. young sick child).

An employee may be required to submit satisfactory proof to the Employer demonstrating the need for Special Leave.

ARTICLE 15 - LEAVE OF ABSENCE:

1. Any Employee desiring leave of absence must apply for same to the Chief Administrative Officer or his/her designate.
2. Leave for Union Business

When it is necessary for an Employee to make application for leave of absence to perform duties of any office in his/her Local Union or the Parent Union, such request shall have priority over all other applications. The application must be made in writing with at least ten (10) days' notice through the Union to the Chief Administrative Officer or his/her designate. The Town agrees subject to the exigencies of the service to grant the requested leave. The Employee shall retain seniority rights during the leave period.

An Employee, who is appointed to represent the Union Negotiations, the Grievance Procedure or any other bonafide Union Business and, as a result of said appointment, requires time off from work, shall be paid by the Town at his/her regular rate of pay for such lost time and the Union shall reimburse the Town for said payment.

3. Vacation and sick leave benefits do not accrue to an Employee who is on leave of absence without pay in excess of five (5) working days, nor is he/she eligible for the general holidays which occur during such leave.
4. When a Permanent Employee has been granted a leave of absence beyond five (5) working days, the Employee shall contact the Town office to make arrangements to pay full contributions for each of the Employee benefits provided for in this agreement.
5. When an Employee overstays his/her leave of absence without the prior written permission of the Chief Administrative Officer or his/her designate, he/she shall automatically forfeit his/her position with the Town.

ARTICLE 16 - JURY DUTY AND COURT SERVICE:

If an Employee is called to the courts as a member of a jury, or as a subpoenaed witness, the Town will pay for the difference between the pay received for such court service and the pay the Employee would have normally received if he had worked his regularly scheduled shift, based on his basic rate of pay.

1. Employees shall, whenever possible, perform their work between periods of jury duty or while awaiting jury call.
2. In seeking reimbursement from the Town for the difference between court or jury duty and full wages, Employees shall submit a statement to the Town of fees received.

ARTICLE 17 - HIGH VOLTAGE WORK:

1. All wires carrying a potential of 750 volts or over (as specified in the Occupational Health & Safety Code), between conductors and ground, shall be considered as high voltage.
2. The Town and Union mutually agree to comply with the requirements of the Occupational Health & Safety Code in respect to high voltage work.

ARTICLE 18 - CLOTHING, TOOLS AND SAFETY EQUIPMENT:

1. All permanent employees shall be supplied as required and shall wear as required protective clothing as per Part 4.5 PERSONAL PROTECTIVE EQUIPMENT (PPE) of the CAN/ULC-S801-14 Standard on Electric Utility Workplace Electrical Safety for Generation, Transmission, and Distribution and 4.3.7.3 of Z462-15 Workplace Electrical Safety. Worn out articles are to be replaced provided inspection and approval by the Chief Administrative Officer or his/her designate.
2. All permanent employees shall be supplied as required and shall use as required all Tools and Equipment listed under Part 40 Utility Workers- Electrical and Part 9-146 Wood Pole Climbing in the Alberta Occupation Health and Safety Code.
3. The Employer will replace all tools and equipment necessary to carry out the work involved in maintaining service on an as needed basis. An employee must return the worn out or broken article or report lost tools to the Chief Administrative Officer or his/her designate in order to receive a replacement.
4. A Safety Footwear Allowance to those permanent Employees who are required to wear safety boots under the Occupational Health and Safety Code or CAN/ULC-S801-14 will be provided based on \$200/year upon submitting the original sales receipt. If the \$200

is not used in the 1st year it may be carried over to the second year. If an employee purchases boots in the first year and the value of the boots are beyond \$200 he may claim the remaining amount the second year up to a maximum of \$200.

5. If the safety boots mentioned in clause 18 (4) are line boots and are non- repairable, the Town shall pay one half (1/2) of the price of new boots, upon approval of the Chief Administrative Officer or his/her designate.
6. All articles of clothing issued by the Town shall be carefully looked after and kept clean by the employees

ARTICLE 19 - ADDITIONAL EMPLOYMENT:

The parties agree that no Employee shall engage in additional or other employment while an Employee of the Town without prior written approval of the Town. Employees contravening this clause shall be subject to disciplinary action at the discretion of the Town, whose decision shall be final with no recourse to the Grievance and Arbitration process. The Town assumes no responsibility for any Employee who becomes incapacitated while in the employment of an Employer other than the Town, except when employed under the direction of the Town.

ARTICLE 20 - PROMOTIONS, DEMOTIONS, LAYOFFS AND FILLING OF VACANCIES:

1. When making promotions, demotions and layoffs, and when filling vacancies within positions covered by this agreement, the determining factors shall be skills, training, knowledge and other relevant attributes, including but not limited to:
 - Attitude - Ability and – Certification
2. a) For all job vacancies, the Town will post the position on the appropriate departmental notice board and invite invitations from the Employees. If the Town chooses to me invite applications from the general public, public advertising shall not be made prior to the posting of the job on the notice board. Applications from Employees shall receive first consideration.
- b) When the Town creates a new position within the department it shall establish the rate of pay, benefit coverage and working conditions. This shall be given as a written notice to the Union which shall have thirty days to object and therefore make the matter subject of negotiation between the Town and the Union. This negotiation shall commence as soon as reasonably possible.

3. a) All Employees promoted or transferred to a different position shall serve a six (6) month trial period. During this trial period, an Employee will be assessed as to the Employee's ability and suitability to perform the duties of the position. Should the Employer determine that the Employee cannot perform the duties in a satisfactory manner; the Employee will be returned to the Employee's former position with no loss of seniority. Should the Employee decide during the trial period to return to the Employee's former position, the Employee should so indicate in writing and the Employer will honour the request. The Employer will endeavor to reassign any Employees who are affected by an Employee returning to the Employee's former position, but in some cases termination will be the only option.
- b) When an Employee is transferred to another Town department, such Employee shall be permitted to retain his/her seniority in his/her former department for a period of six (6) months from the date of transfer.

4. Layoffs

- a) Layoff is not a normal occurrence, but may be necessary in certain circumstances.
- b) The Town will notify Employees who are to be laid off ten (10) working days prior to the layoff period.
- c) During the period of layoff, all pay and benefits are suspended. Those benefits accrued to the day of layoff will continue upon the Employee's recall.
- d) In the event that the Town is unable to contact the Employee personally, recall shall be deemed to have been carried out ten (10) days after receipt of a registered letter to the last known address of the Employee as shown on the Town's record and, if returned to the Town, recall shall be deemed to have been carried out.

ARTICLE 21 - SENIORITY OF EMPLOYEES AND REENGAGEMENT OF FORMER EMPLOYEES:

1. When an Employee leaves the Town's service or is dismissed for cause and later reengaged, his/her seniority shall date only from the time of reengagement, except when an Employee is laid off work and the layoff is not anticipated to be sixty (60) days or more.
2. If the Employee fails to return to work within three (3) working days after being recalled to work after a layoff, the Employee will be deemed to have resigned and the Employer will have no further obligation to the Employee.

3. If an Employee serves in a position outside of the bargaining unit or in a full time position with the Union, for a period in excess of one (1) year, he/she shall lose his/her seniority rights within the bargaining unit.

ARTICLE 22 - DISMISSALS AND RESIGNATIONS:

1. Except for cause, when an Employee is relieved of his/her position, he/she shall be given notice or pay in lieu thereof, in accordance with minimum requirements of the Alberta Employment Standards Code.
2. Subject to such variations as may be arranged with the Chief Administrative Officer or his/her designate, any Permanent Employee shall give two (2) weeks' notice to the Town of resignation of employment.

ARTICLE 23 - INCLEMENT WEATHER:

During wet, stormy and extremely cold weather, inside work may be provided for those Permanent Employees who usually work outside. The decision as to when such weather conditions exist primarily rests with the Chief Administrative Officer or his/her designate or, in his absence, the Power line Technician Foreman.

ARTICLE 24 - SUPERVISION:

During any electrical work, labourers and ground men shall work under supervision, in accordance with the Occupational Health & Safety Code.

ARTICLE 25 - PAY DAYS:

The Employer will pay Employees covered by this agreement on a biweekly, hourly basis. There will be a hold back of one (1) week's pay.

Regular pay days will be every second Friday, except when such a day falls on a bank holiday. When this is the case the pay day will be one (1) banking day prior to the bank holiday.

ARTICLE 26 - SALARIES, WAGES AND BENEFITS:

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

2. Schedule "B" - Benefits is attached to, and forms part of this agreement and is applicable to all Permanent Full-time Employees covered by this agreement on the dates and year indicated.
3. There shall be no pyramiding or substitution of benefits, or of benefits and salaries or wages, unless such substitution is specifically permitted. There shall be no pyramiding of premiums which are expressed as a multiple of the basic rate of pay and the highest such premium will apply.

ARTICLE 27 - RATES OF PAY – APPRENTICESHIP SCALE:

Salaries and wages shall be paid under this agreement according to the Schedule "A" appended hereto and which becomes part of this agreement and shall be on the basis of a forty (40) hour work week. Apprentices shall be paid while working and/or attending apprenticeship classes on a graduated scale with a differential between each step, according to the following formula:

1st Year	60% of Journeyman Rate
2nd Year	65% of Journeyman Rate
3rd Year	75% of Journeyman Rate
4th Year	85% of Journeyman Rate

ARTICLE 28 - OVERTIME AND CALL OUT:

1. Employees shall receive two (2) times their regular rate of pay for all overtime,
2. Call out will be paid at two (2) times the regular rate of pay with a minimum of one (1) hour.
3. No Employee shall be required to take time off in lieu of overtime pay, but Employees may request that the overtime be credited to banked overtime as provided in Article 29 of this agreement.
4. Employees shall be provided with a thirty (30) minute break and up to fifteen dollars (\$15.00) meal allowance upon presentation of a receipt for a meal after every four (4) hours of continuous overtime,

ARTICLE 29 - BANKED OVERTIME:

1. When an Employee works overtime, he/she may, at his/her discretion, request the Town to credit two (2) times the regular rate of pay to his/her overtime bank to a maximum accumulated value of sixty (60) hours.
2. Upon ten (10) days' notice by the Employee to the Chief Administrative Officer or his/her designate, the Employee may request approval to liquidate some or all of the Employee's banked overtime. Permission will not be unreasonably withheld.
3. Any portion of an Employee's banked overtime bank may be paid off in cash at the option of the Employee, provided that such payment is made at a time agreeable to the Town.

ARTICLE 30 - SENIOR WORK:

When a Power line Technician is assigned to assume duties and responsibilities of the Power line Technician Foreman for a period in excess of eight (8) hours, he/she shall be paid at the Power line Technician Foreman rate of pay for all hours.

ARTICLE 31 - STANDBY WEEK:

A standby week shall be from 4:30 p.m. Monday, until 4:30 p.m. the following Monday.

To be eligible for standby pay, an Employee must be prepared, able and in fit condition to respond to the trouble call site within 30 minutes of receiving the trouble call.

Standby Pay -

Weekdays: one (1) hour pay per day at Power line Technician Foreman's hourly rate.

Weekends and General Holidays: one (1) hour pay per day at two (2) times the Power line Technician Foreman's hourly rate.

ARTICLE 32 - APPRENTICE LIVING OUT ALLOWANCE:

When apprentices are attending an apprenticeship training course, the Town will pay one hundred per cent (100%) of all registration, required books and Town will supply stationary supplies plus one hundred and sixty dollars (\$160.00) per week for living out allowance.

1. The noted financial assistance is subject to the Employee entering into a one year return service agreement wherein the Employee will be required to reimburse the Employer the pro-rated amount for months not served.

ARTICLE 33 - MEDICAL EXAMINATIONS:

1. As a pre-condition of employment, Employees may be required to take a medical examination by a medical doctor designated by the Town. The cost of such medicals will be borne by the Town. Any further medicals requested by the Town of an Employee shall be made where, in the opinion of the Employer, the same is required as a result of concerns regarding the impact of the Employee's health on their ability to perform their job. The Town will pay the full cost of such examinations.
2. The Town may require such a medical of an Employee in respect to any claim on a benefit sponsored by the Town.

ARTICLE 34 - EDUCATIONAL COURSES AND SEMINARS:

1. With the approval of the Chief Administrative Officer or his/her designate an Employee may be considered for enrollment in a course which would be of benefit to the Employee and the Town.
2. Any Employee attending a course approved by the Chief Administrative Officer or his/her designate shall be entitled to have registration fees and additional expenses paid for by the Town, in accordance with Article 34 (4 & 5). Payments will only be made for expenses covered by a receipt.
3. An Employee, who registers in a correspondence course approved by the Chief Administrative Officer or his/her designate, relating to his/her duties with the Town, will be reimbursed fifty per cent (50%) of the registration fee for the course. Should the Employee successfully complete the course, the fifty per cent (50%) of the cost first borne by the Employee will also be paid by the Town. The payment of the correspondence course will also be subject to the Employee entering into a one year return service agreement wherein the Employee will be required to reimburse the Employer the pro-rated amount for months not served.
4. Out of Town Courses and Seminars -

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

- a) Registration fees;

- b) Return transportation - as per Town of Ponoka Policy FIN-001-026;
 - c) Hotel or motel accommodation; and
 - d) Reasonable meal costs.
5. If an Employee is requested to attend a seminar or course that is more than one (1) day in duration he/she may elect to stay overnight if:
- a) The distance is more than two hundred (200) kilometers round trip, or,
 - b) Adverse weather conditions could endanger the Employee and/or damage his/her property while traveling.

The Employee shall be reimbursed as per Article 34 (4) (b), (c) and (d).

6. When seminars or courses are of two (2) or more days duration, and an Employee stays with friends or relatives rather than in a hotel or motel, the Town will pay up to thirty three dollars (\$33.00) per day in lieu of the provisions stated in Article 34.4 (c) and (d). In these cases, the following certification will be attached to the expense settlement:

This is to certify that on:

Date:

I stayed at the home of:

Name:

Address:

Signature of Employee:

7. When an Employee returns home at night rather than staying away from home, the employee will be reimbursed for expenses as per the Town of Ponoka Policy FIN-001-026.
8. The date and time of departure to and from Ponoka must be shown on all expense statements.

ARTICLE 35 - GRIEVANCE PROCEDURE:

1. A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement.
2. The time limits specified herein shall not include Saturdays, Sundays and named holidays.
Time is of the essence, although the time limits may be extended by the consent of both parties in writing.
3. The grievor is entitled to be present at each step of the grievance procedure
4. The purpose of the grievance provisions is to ensure that any grievance is processed in an expeditious manner; therefore, compliance with the provisions is mandatory. If the Town fails to comply with the provisions, the grievance may be processed to the next step by the grievor. If the grievor fails to comply with the provisions, the grievance shall be considered abandoned. An abandoned grievance will not prejudice an Employee's right to submit a subsequent grievance should a similar incident occur at a subsequent date.
5. Prior to processing a formal grievance (Step One) a conversation must take place between the employee, his union steward, and his immediate supervisor with the intent of resolving the issue within ten (10) days of the issue coming to the attention of the grievor.
6. The grievance shall be in writing and must include a statement of the following:
 - a) The name(s) of the aggrieved;
 - b) The nature of the grievance and circumstances out of which it arose;
 - c) The remedial action the Town is requested to make; and
 - d) The article(s) where the agreement is claimed to have been violated.
7. An earnest effort shall be made to settle grievances fairly and promptly in the manner hereinafter described.

Step 1 -

The grievor will present the grievance in writing to the Department Head within ten (10) working days of the conversation stated in article 35 (5).

The meeting between the parties shall take place within ten (10) working days from the receipt of the grievance, with the decision of the Department Head being rendered in writing within ten (10) working days from the meeting between the parties.

Step 2 -

Failing settlement at Step 1, and within ten (10) working days after receipt of the written response from the Department Head, the grievance may be submitted in writing to the Chief Administrative Officer.

A meeting between the parties shall take place within ten (10) working days from the receipt of the grievance at this step, with the decision of the Chief Administrative Officer being rendered in writing within ten (10) working days from the meeting between the parties.

8. Arbitration Proceedings -

If a satisfactory settlement is not reached in Step Two, the union shall, notify the Town in writing within ten (10) working days of receipt of the decision from the Chief Administrative Officer or his/her designate, of the desire to submit the difference to arbitration. The notice shall contain a statement of the difference. The parties shall, within fifteen (15) days, exclusive of Saturdays and Sundays and other holidays, agree on an arbitrator.

If the parties fail to agree on an arbitrator within the time limit, the appointment shall be made by the Director of Mediation upon the request of either party.

The Arbitrator shall hear and determine the difference and shall issue an award in writing and the decision is final and binding upon the parties and upon any Employee affected by the decision.

The two parties shall bear equally the expense of the arbitrator.

Should either party choose to have the issue heard by an Arbitration Panel, they shall notify the other party by written notice within ten (10) days of receiving notice of advancement to arbitration. Such Written notice shall contain the name of the appointee to the board. The parties shall within fifteen (15) days, exclusive of Saturdays, Sundays and holidays, agree on an arbitration panel.

If the parties fail to agree on an Arbitration Panel within the time limit, the appointments shall be made by the Director of Mediation upon the request of either party.

The decision of a majority is the award in case of an Arbitration Panel, but if there is no majority, the decision of the Chairman governs and it shall be deemed to be the award of the Board.

The parties shall bear the expense of their own appointee to the Arbitration Panel and share equally the expense of the Chairman.

The time limits expressed in the foregoing shall be observed by both parties. However, any one or all of the time limits, as expressed, may be extended by mutual agreement.

9. Policy and Discharge Grievances -

- a) A Policy grievance filed by either the Union or the Town that is general in nature for which a general remedy is sought.

Prior to processing a formal grievance a conversation must take place between the Union, and the Town with the intent of resolving the issue within twenty (20) working days of the issue coming to the attention of the grievor.

Should the matter not be resolved, a Policy Grievance will be submitted in writing by the union directly to the Chief Administrative Officer within ten (10) working days of the above conversation. In the case of the Town filing a policy grievance, it shall be submitted to the Business Manager of the Union.

A meeting between the Town and the Union shall take place within ten (10) working days of receipt of the grievance with the decision being rendered within ten (10) working days from the meeting.

Should the matter not be resolved, either party may advance the grievance to arbitration within ten (10) working days of receipt of the decision.

- b) A Union discharge grievance shall be initiated at Step 2 of the grievance procedure within ten (10) days of the discharge.

ARTICLE 36 - NEGOTIATION CONDITIONS:

1. The Union bargaining team and the Town bargaining team have the authority to conclude Memorandum of Agreement.
2. Such Memorandum of Agreement is absolutely conditional on ratification, both by the Union Membership covered by this agreement and by the Town Council.

ARTICLE 37 - SIGNATURES:

The parties hereto execute this Agreement this ____ day of _____ 2017, by affixing the signatures of their proper officers on their behalf.

ARTICLE 38 - SALE OF UTILITY:

If the Town sells the Electrical Utility and/or contracts out any of the work performed by Employees who are in the Union Bargaining Unit, the Town shall negotiate into the contract, the requirement that the purchaser or contractor shall continue to employ the noted Employees for a minimum of one year from the date of sale or contracting out agreement.

1. These Employees shall be employed on terms and conditions no less favourable than the terms and conditions contained in the current collective bargaining agreement. If the purchaser or contractor has a collective bargaining agreement with superior terms and conditions, the more superior terms will apply.

ON BEHALF OF THE
TOWN OF PONOKA


MAYOR
CHIEF ADMINISTRATIVE OFFICER

ON BEHALF OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS


BUSINESS MANAGER
NEGOTIATING COMMITTEE

SCHEDULE "A" - WAGES

Schedule of Wages Effective January 1, 2017

Effective January 1, 2017, a 0% wage increase to all classifications

Effective January 1, 2018, a 1.0% wage increase to all classifications and in addition;

A further adjustment to the amount that the Consumer Price Index (Published by Statistics Canada for the City of Edmonton) exceeds 1.25% for 2017. E.g. 2017 CPI = 1.75%, a further adjustment of .50% will be made.

Classification	January 1, 2017 (0%)	January 1, 2018 (1%)
Line Foreman	\$57.70	\$58.28
Journeyman Powerline Technician	\$52.67	\$53.20
Apprentice Powerline Technician		
1st - Period - 60%	\$31.60	\$31.92
2nd - Period - 65%	\$34.24	\$34.58
3rd - Period - 75%	\$39.50	\$39.90
4th - Period - 85%	\$44.77	\$45.22
Groundman		
1st Year	\$34.01	\$34.35
2nd Year	\$35.53	\$35.89

SCHEDULE "B" - BENEFITS

1. The Town will make available group health insurance and/or pension plans from an insurer or insurers of their choice for the benefit of permanent full time Employees covered by this agreement. Participation in the plans is mandatory except where a permanent Employee provides proof of similar or superior coverage elsewhere.
2. Participation in group benefits by the Town is as follows:
 - a) Alberta Health Care 50% of appropriate premium if applicable
 - b) Extended Health Benefits 60% of appropriate premium for each Employee
 - c) Group Life 60% of appropriate premium for each Employee
 - d) Dental 60% of appropriate single or married premium for each Employee
 - e) Accidental Death and Dismemberment 100% of premium paid by Town
 - f) Long Term Disability 100% of premium paid by Employee
 - g) Dependents Coverage 100% of premium paid by Employee
 - h) Personal Accident Insurance no contribution by the Town
 - i) Employee Assistance Plan 60% of appropriate premium for each Employee
3. Deductions for the Employee share of benefit premiums will be made directly from Employees' pay.
4. Decisions regarding coverage shall be determined by the insurer of such benefits and shall not be subject to the Grievance and Arbitration Procedure.
5. A \$500/year Health Care Spending or Wellness Account will be provided. By January 15 of each year and prior to incurring qualified expenses, employees must elect to have all \$500 placed in a Health Spending Account or a Wellness Account. Receipts are required for reimbursement of expenditures. If the entire \$500 is not used by December 31 of each year, the remaining amount may be carried over for up to one (1) calendar year.
6. Should an Employee be off work and collecting long-term disability and be returning to the employ of the Town, the Town will continue to pay the Town's portion of the premium for the Local Authorities Pension Plan contribution, for a period not to exceed two (2) years.

SCHEDULE "C" – LETTER OF UNDERSTANDING

Letter of Understanding

Between

The Town of Ponoka

And

The International Brotherhood of Electrical Workers

Local 254

WHEREAS the parties mutually agree that there is a need to explore the option of revised work schedule on a trial basis, the pilot project of a revised work schedule will occur from February 6, 2017 to February 2, 2018

Re: 8.5 hours work day, every fourth Friday off

1. The guiding principle in rearranged hours of work is that neither party should gain or lose compared to eight (8) hour shifts as outlined in the collective agreement. Continuation of rearranged hours will be subject to no additional costs or reduced operating efficiency resulting from this agreement.
2. From Monday to Thursday employees will work 8.5 hours and on Fridays they will work 8 hours. Every fourth Friday will be taken as unpaid.

Employees will rotate through the below four week schedule (all hours within this schedule are at straight time pay).

	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1	8.5 hours (7:30am- 4:30pm includes 1- 30 unpaid break)	8.5 hours (7:30am- 4:30pm includes 1- 30 unpaid break)	8.5 hours (7:30am- 4:30pm includes 1- 30 unpaid break)	8.5 hours (7:30am- 4:30pm includes 1- 30 unpaid break)	8 hours (7:30am- 4:00pm includes 1- 30 unpaid break)
Week 2	8.5 hours (7:30am- 4:30pm includes 1- 30 unpaid break)	8.5 hours (7:30am- 4:30pm includes 1- 30 unpaid break)	8.5 hours (7:30am- 4:30pm includes 1- 30 unpaid break)	8.5 hours (7:30am- 4:30pm includes 1- 30 unpaid break)	8 hours (7:30am- 4:00pm includes 1- 30 unpaid break)
Week 3	8.5 hours (7:30am- 4:30pm includes 1- 30 unpaid break)	8.5 hours (7:30am- 4:30pm includes 1- 30 unpaid break)	8.5 hours (7:30am- 4:30pm includes 1- 30 unpaid break)	8.5 hours (7:30am- 4:30pm includes 1- 30 unpaid break)	8 hours (7:30am- 4:00pm includes 1- 30 unpaid break)
Week 4	8.5 hours (7:30am- 4:30pm includes 1- 30 unpaid break)	8.5 hours (7:30am- 4:30pm includes 1- 30 unpaid break)	8.5 hours (7:30am- 4:30pm includes 1- 30 unpaid break)	8.5 hours (7:30am- 4:30pm includes 1- 30 unpaid break)	OFF

3. All paid days off, as stated in The Town's policies will remain at eight (8) hours including general holidays, special leave, sick leave and bereavement. Should a general holiday fall on the employee's Friday off the holiday will be taken as per Article 8.3.
4. **Should an Employee work hours in excess of the above noted hours in one day or on scheduled days of rest, the overtime provisions shall apply.**
5. Designated days off (generally Fridays) under this agreement will be scheduled to minimize the number of employees off at one time.
6. If an employee is required to work on a designated day off (generally Friday) due to operational requirements, the employee will receive another, mutually agreed to, day off in its place. It is the intent of the Town to discuss any changes in Fridays off with employees as far in advance as possible but no later than the Wednesday preceding the day off.
7. With Managements approval employees may mutually agree to swap Fridays off.

8. The starting process as to how employees will step into the schedule shall be agreed to by both the Town and the Union.
9. Both parties agree to assess the eight and a half hour schedule from time to time and discuss any issues that may arise from the schedule with the intention of trying to address the issues in order that the eight and one half hour schedule becomes viable for the Town and Employees.

The meetings should take place at the following intervals:

Monthly – Electrical Foreman and their immediate supervisor

3 months – Electrical Foreman, supervisor, IBEW representative and HR Manager

6 months - Electrical Foreman, supervisor, IBEW representative and HR Manager

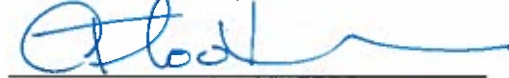
9 months - Electrical Foreman, supervisor, IBEW representative and HR Manager

After a one year period all parties will meet to agree on whether the program will continue as a letter of understanding.

For the Town of Ponoka



Rick Bonnett, Mayor



Albert Flootman, CAO

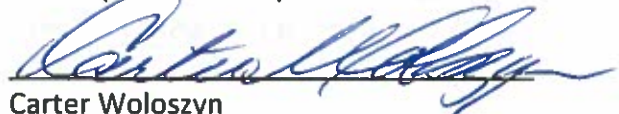


Sandra Lund, Director of Corporate Services



Alison Stangeland, Human Resources Manager

For the Union (IBEW LU 254)



Carter Woloszyn



Larry Cline



Cole Butterfield