

# **COLLECTIVE AGREEMENT**

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
***CUPE* LOCAL 3023**

- AND -

**TOWN OF CLARESHOLM**

**January 1, 2012 to December 31, 2014**



Canadian Office & Professional Employees  
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# COLLECTIVE AGREEMENT

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**CUPE** Local 3023

(Hereinafter referred to as the "Union")

- AND -

**TOWN OF CLARESHOLM**

(Hereinafter referred to as the "Employer")

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## **ARTICLE 1: PURPOSE OF THE AGREEMENT**

1.01 The purpose of this Agreement is to stipulate the wages and/or conditions of those employees whose bargaining rights are held by Local 3023 of the Canadian Union of Public Employees in accordance with the provisions of the Alberta Labour Relations Code.

## **ARTICLE 2: UNION RECOGNITION**

2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3023 as the sole and exclusive collective bargaining agent for all its employees and hereby agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties aiming towards a peaceful and amicable settlement of all differences that may arise between them. Recognition is given to the Labour Relations Board Certificate #178-92 or amendments thereto.

## **ARTICLE 3: MANAGEMENT RIGHTS**

3.01 Management reserves the right not specifically restricted by provisions of this Agreement. Such rights will always be exercised in a fair and consistent manner to all employees.

#### **ARTICLE 4: NON-DISCRIMINATION**

- 4.01 The Union and the Employer recognize the right of Employees to work in an environment free from sexual harassment. Therefore, the Union and the Employer agree to cooperate in resolving any complaints of sexual harassment which may arise in the work place.
- 4.02 An Employee may initiate a grievance under this clause at Step 3 of the Grievance Procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.
- 4.03 The Employer and its employees agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, marital status, or place of residence, nor by reason of his membership in a Labour Union, and the employees shall, at all times and in like manner, act in good faith toward the Employer.

#### **ARTICLE 5: UNION ACTIVITY ON EMPLOYER PREMISES**

- 5.01 Except as expressly permitted by this Collective Agreement, there shall be no Union activities on the Employer's time or on the Employer's premises without the prior permission of the Employer. Where permission has been granted to a representative of the Union to leave his employment temporarily with respect to a grievance he shall suffer no loss of pay for the time so spent.

#### **ARTICLE 6: PAYDAYS**

- 6.01 Employees other than Town Office employees shall be paid bi-weekly with a one (1) week holdback of wages.
- 6.02 Town Office and other inside employees shall be paid bi-weekly with no holdback of wages or salary.

#### **ARTICLE 7: UNION SECURITY**

- 7.01 No Other Agreements:  
No employee shall be required or permitted to make a written or verbal agreement with the Employer or his or her representative, which may conflict with the terms of the Collective Agreement.
- 7.02 Check-off Payments:  
The Employer is authorized, and agrees to deduct from every employee any dues, initiation fees or assessments levied by the Union.

7.03 Deductions:

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the Secretary Treasurer of the Union not later than the 15<sup>th</sup> of the following month accompanied by a list of names, addresses, telephone numbers and positions from whose wages the deductions have been made. It is agreed that such dues shall be on one cheque; however, the list of employees shall be separate showing the date or period of deduction.

7.04 Dues Receipts:

At the time Income Tax T4 slips are made available, the Employer shall, wherever possible, type on the T4 the amount of the Union dues paid by each Union member in the previous year.

## **ARTICLE 8: GRIEVANCE & ARBITRATION**

8.01 The Employer acknowledges the right of the Union to appoint a Grievance Committee consisting of two (2) members of the Union and the CUPE National Representative, where the Union committee or Grievor(s) request the National Representative be involved.

8.02 The Union shall advise the Employer, in writing, the names of their appointees on the Grievance Committee. The Town shall advise the Union, in writing, of the names of the representatives of the Town's Grievance Committee.

8.03 Representatives appointed to the Union's Grievance Committee shall be granted permission without loss of pay to leave their employment in order to carry on grievances and arbitration procedures. The Union agrees that every effort shall be made to advise the supervisor in charge, a minimum of three (3) working days prior to the absence under this clause.

8.04 Definition of Grievance:

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

8.05 Policy Grievance:

Where a question of general application or interpretation occurs affecting a group of employees, the Union, or the Employer, the same should be dealt with at Step III of the Grievance Procedure, presented in writing within ten (10) working days of the event giving rise to the policy grievance.

8.06 Time limits in the Grievance Procedure may be extended by mutual agreement between the Town and the Union, requested and confirmed in writing by a representative of the respective party.

8.07 Settling of Grievance:

Step 1: The aggrieved employee shall first seek to settle the dispute with the employee's supervisor within ten (10) working days of the event giving rise to the grievance. The grievance shall be submitted in writing to the supervisor who shall render a decision to the Union within ten (10) working days of receiving the grievance.

Step 2: Failing satisfactory settlement being reached in Step 1, the grievance shall, within ten (10) working days of receiving reply under Step 1, be submitted in writing to the Chief Administrative Officer (CAO). A statement of the particulars of the grievance and the redress sought shall be specified. The Chief Administrative Officer (CAO) shall render a written decision to the Union within ten (10) working days after receipt of such notice.

Step 3: Failing settlement being reached in Step 2, the grievance shall be submitted in writing to the Town's Grievance Committee within ten (10) working days. The Town's Grievance Committee shall render its written decision to the Union within ten (10) working days of receipt of the written grievance.

Step 4: Failing a satisfactory settlement being reached in Step 3, the grievance may be submitted by either party within ten (10) working days of receiving the written decision in Step 3 to Arbitration in accordance with the Alberta Labour Relations Code. (Single Arbitrator Provision)

8.08 Procedure:

The Arbitrator may determine his own procedure but shall give full opportunity to all parties to present evidence and make representation to him. He shall hear and determine the difference or allegation and render a decision within ten (10) days from the date the Hearing concludes.

8.09 Decision of the Arbitration:

The Arbitrator shall be permitted to make such award as he deems just and equitable, that in his opinion is fair. Such award shall not change, alter, modify or amend any provision of this Collective Agreement.

8.10 Expense of the Arbitrator:

Each party shall pay one-half of the fees and expenses of the Arbitrator.

8.11 Failure by either party to comply with the time limits (exclusion of Clause 8.06) shall automatically forfeit the grievance to the other party.

## **ARTICLE 9: PERSONAL & INDIVIDUAL RESPONSIBILITIES**

- 9.01 If illness or a family emergency makes it impossible for an employee to report to work he must notify his or her supervisor as far in advance as possible.
- 9.02 Absence in excess of two (2) working days without notice satisfactory to the Employer is deemed to be voluntary resignation.

## **ARTICLE 10: PROBATIONARY PERIOD**

- 10.01 An employee shall be on probation for a period of six (6) accumulative months. Where the Employer wishes to extend this period he shall advise the Union in writing, with a copy to the employee concerned. Such letter shall include the reason for extension. Seniority shall be calculated from the date of hire once the probationary period has been completed. Benefits will accrue for new permanent employees commencing after the six (6) month probation period is fulfilled. A probationary period shall only be served once.

The probationary employee who is terminated shall have the right to appeal such dismissal under grievance up to and including Step 3 of the Grievance Procedure.

The decision rendered in Step 3 shall be final.

## **ARTICLE 11: SENIORITY**

- 11.01 No employee shall have seniority status until he or she has successfully completed the probationary period. Persons who have not completed the probationary period may be terminated at any time during the probationary period. Upon successful completion of the probationary period, seniority shall be calculated from the date of hiring.
- 11.02 Seniority is defined as the length of service with the Employer and shall include service both prior to and after certification of the Union. Seniority shall operate on a bargaining unit wide basis. The Employer shall maintain four (4) seniority lists: one for Public Works, Park/Recreation, Outside and Utility Operator employees; a second list for Inside and Town Office employees; a third list for Full-time Aquatic employees, and the fourth list for Part-Time Aquatics employees, with each list showing the date on which each employee's service commenced. Seniority for the purpose of lay off, recall and job promotion may only be exercised within that seniority list. An employee who is successful in receiving a position under another list shall not take any seniority with them but shall be permitted to retain said seniority on the other list for use only on that list. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

11.03 An employee shall not lose his seniority unless he or she:

1. (a) Resigns in writing  
(b) Resigns in writing from a full-time position
2. Is discharged for cause and is not reinstated.
3. Overstays his leave of absence and fails to supply an explanation satisfactory to the Employer.
4. Is absent in excess of two consecutive working days without notice
5. Fails to return from lay off under the Recall Procedure as set forth in this Agreement.
6. Is off the payroll of the Employer for a continuous period equal to his seniority or one (1) year, whichever is less.
7. Accepts or is in a position outside of the bargaining unit with the Employer for a period in excess of six (6) consecutive months, or such time as may be agreed between the Employer and the Union.

11.04 Seniority shall not accrue during an unpaid leave of absence in excess of three (3) weeks.

## **ARTICLE 12: LAYOFF & RECALL**

12.01 Permanent employees who are to be laid off due to lack of work shall be laid off in the reverse order of their bargaining unit wide seniority within their seniority list as defined in Article 11.02, and the capabilities and qualifications to perform the work available.

Employees shall be recalled in the order of their seniority within their seniority list as defined in Article 11.02, providing that these employees with the most seniority are qualified and possess the necessary skills to fill the jobs which are required to be done.

Employees shall not accumulate seniority or other benefits while on such layoffs.

Permanent employees shall receive a minimum of ten (10) working days notice prior to layoff. Where such notice is not given, the employee shall be given pay in lieu thereof.

12.02 The Employer shall give notice of recall by personal contact or by telephone with such notice to be confirmed by registered mail if necessary. Employees shall return to work within three (3) working days of receiving notice of recall unless he or she is unable to do so for reasonable grounds.

12.03 Seasonal employees shall be given a minimum of three (3) working days notice of layoff prior to the effective date or in lieu thereof three (3) days pay at the rate effective immediately prior to such layoff.

12.04 A layoff shall be defined as any reduction in the workforce or any reduction in the regular hours of work as defined in this Agreement.

### **ARTICLE 13: SCHEDULE OF WORKING HOURS**

#### **13.01 Public Works & Sanitation:**

This group of employees shall work five (5) days per week, eight (8) hours per day, Monday through Friday inclusive. The normal and regular hours of work shall be 7:00 a.m. to 4:00 p.m., exclusive of a one (1) hour unpaid lunch break. There shall be a minimum of two (2) employees scheduled to attend to weekend gravesite duties with a minimum of two (2) hours at the applicable overtime rate.

#### **13.02 Snow Removal:**

Employees required to commence work prior to 7:00 a.m. Monday to Friday, for the purpose of snow removal shall be required to work one (1) of the following two (2) shifts each day:

1. 5:00 a.m. to 12 Noon and receive eight hours pay
2. 12 Noon to 7:00 p.m. and receive eight hours pay

The Employer agrees to give a minimum of twelve (12) hours notice to early shift. (i.e.: shifts will be decided before end of workday on previous day). If for some reasons the employee cannot start early or work late, times may be changed by mutual agreement between Supervisor and Employee.

Employer shall allow one-half (1/2) hour meal break with pay.

Overtime worked on weekends (Saturday, Sunday) will be paid for at as per Article 14- Overtime. Qualified Employees shall be required to rotate in the shift schedule and shall receive a minimum of eight (8) hours rest between shifts, and where this is not provided the Employee shall be paid at overtime rates for the first day of such change.

#### **13.03 Arena Employees:**

Shift schedules for Arena Employees will be:

1. Agreed to by both parties to this Collective Agreement
2. Shall be posted seven (7) days prior to the commencement of the arena schedule

3. Provide seven (7) days notice to employees before changing any shifts.

Regular daily hours shall be:

Day Shift: ----- 8:00 a.m. to 4:00 p.m., with a half hour paid lunch break

Afternoon Shift: ----- 4:00 p.m. to 12:00 a.m., with a half hour paid lunch break

Employees shall be required to rotate in the shift schedule and shall receive a minimum of eight (8) hours rest between shifts, and where this is not provided the employee shall be paid at overtime rates for the first day of such change.

4. The Town of Claresholm agrees to make every effort to provide a three (3)-man schedule for the Arena employees that will allow for every third weekend off.

13.04 Water & Sewage Treatment Facilities Employees:

The parties agree that shift schedules presently in place are mutually agreeable and constitute the daily and weekly hours of work and may be changed by mutual agreement of the parties. Employees shall be required to rotate in the shift schedule and shall receive a minimum of eight (8) hours rest between shifts, and where this is not provided the employee shall be paid at overtime rates for the first day of such change.

13.05 Town Office & Inside Employees:

Regular hours of work shall be seven (7) hours per day, five (5) days per week, Monday to Friday inclusive for a maximum of thirty-five (35) hours, with a one (1) hour lunch break. The regular and normal hours for the Town Office shall be from 8:30 a.m. to 4:30 p.m.

There shall be summer hours in effect from June 1<sup>st</sup> to September 30<sup>th</sup> which shall commence at 8:00 a.m. and conclude at 4:00 p.m.

13.06 Aquatic Employees:

Regular hours of work shall be eight (8) hours per day, five (5) days per week, for a maximum of forty (40) hours including a one-half (1/2) hour paid lunch break on the pool premises.

For part-time and casual employees, a minimum shift shall be three (3) hours in length.

13.07 Rest Break:

Employees shall be permitted a fifteen (15) minute rest break with pay in each half of a shift.

13.08 Lunch Break:

Employees shall be given a one (1) hour lunch break as near to the halfway point of their shift as possible, except as specified elsewhere in this Agreement.

13.09 Community Peace Officer/Bylaw Officer:

The Community Peace Officer / Bylaw Officer's regular hours of work shall be eight (8) hours per day, five (5) days per week, Monday to Friday inclusive for a maximum of forty (40) hours, with a one (1) hour lunch break. The normal hours of work for this position will be 7:00 a.m. to 4:00 p.m. Variances in this schedule may be necessary from time to time to accommodate special events and circumstances. Rescheduled hours will be mutually agreed upon between the employee and employer.

**ARTICLE 14: OVERTIME**

14.01 Overtime must be approved in advance by the employee's supervisor or manager and shall be paid at the applicable overtime rate for work in excess of eight (8) hours per day, on regular days off and holidays, except that:

Overtime must be approved in advance by the employee's supervisor or manager and shall be paid at the applicable overtime rate for work in excess of seven (7) hours per day, on regular days off and holidays for the Town Office and Inside Workers.

14.02 Compensation for Work Before and After Daily Scheduled Hours:

Overtime worked before and after regular daily hours shall be paid for at the rate of one and one-half (1½) times the regular rate for the first three (3) hours, and double time thereafter.

14.03 No employee shall be required to take time off in lieu of overtime; however, where the Employer agrees to permit banking of overtime, the maximum hours banked cannot exceed, sixteen (16) hours for employees who work a regular eight (8) hour day or fourteen (14) hours for employees who work a regular seven (7) hour day, at anytime, and the employee must record lieu time correctly and continuously on timesheets until time is used up. The employee must use such lieu time within forty-five (45) working days, or by the end of the current year. Any unused lieu time still outstanding after forty-five (45) days or by the last pay period of the current year, will be paid out at the applicable overtime rate. Time off will be at the applicable overtime equivalent; i.e., two (2) hours at time and one-half (1½) equals three (3) hours off, and must be mutually agreeable between the Employer and employee. Lieu time off shall not be taken in conjunction with annual vacation.

14.04 Call Back Guarantee:

When an employee is called out by a Supervisor to a place of work for a specific job assignment he shall be compensated at the overtime rate of double time the normal rate of pay for the time spent on the job, with a guaranteed minimum of two (2) hours. Additional calls within a two (2) hour period shall for the purpose of calculation be considered as one call.

14.05 Compensation for Work on Paid Holidays:

Overtime work on a holiday shall be paid for with the rate of two (2) times the regular rate of pay.

14.06 Overtime must be approved by the Employer.

14.07 Payment for or Supply of Meals:

An employee required to work more than three (3) consecutive hours overtime on a regular scheduled work day, or more than four (4) consecutive hours on a non-scheduled work day, shall be provided with a meal or an allowance of fifteen dollars (\$15.00) by the Employer. The Employer shall allow one-half (1/2) hour meal break with pay. An additional meal allowance and meal break will be allowed for each additional three (3) consecutive hours of overtime, or four (4) consecutive hours where applicable. The provisions of this clause are not applicable for work performed on statutory holidays.

14.08 Permanent employees shall be given the first opportunity for overtime before seasonal employees. Overtime shall be distributed among the qualified permanent members of the bargaining unit as equally as possible. If there are not permanent employees available, overtime may be offered to seasonal employees.

14.09 Any employee who is requested to attend a meeting outside the employee's normal and regular hours of work shall be paid overtime at the applicable rate.

## **ARTICLE 15: WARNINGS, SUSPENSIONS OR DISMISSALS**

15.01 When an employee is disciplined and the discipline is to be a matter of record the employee shall be given written particulars stating the reasons for the action, and outlining the terms of the penalty (where applicable) and advised that the employee has the right to have the Local 3023 Steward or other representative present. It is further agreed that after eighteen months time any disciplinary document will be removed from the employee's personal record, and destroyed, and not held against the employee in any way. Any correspondence shall be copied to the Union.

15.02 All employees shall have the right to see their personal file by appointment only.

## **ARTICLE 16: VACATIONS**

16.01 Employees shall be entitled to annual vacation with pay as follows:

- ❖ After one (1) year of service and in the 2<sup>nd</sup> year ----- three (3) weeks
- ❖ After seven (7) years of service and in the 8<sup>th</sup> year ----- four (4) weeks
- ❖ After sixteen (16) years of service and in the 17<sup>th</sup> year ----- five (5) weeks

All part-time, temporary and seasonal employees will receive vacation pay each pay period equivalent to the percentage calculation, based on entitlement, as

stated in Employment Standards and are not entitled to annual vacation with pay. Any time taken off for vacation must be mutually agreed upon between the employee and their supervisor and will be without pay.

16.02 An employee who for whatever reason leaves the service of the Employer shall be paid vacation pay on a percentage calculation based on entitlement to years of service.

16.03 When a statutory holiday occurs during an employee's vacation that day shall not be deducted from the employee's vacation entitlement.

16.04 Vacation Agreed Schedules:

Vacations, for outside employees, shall be on a rotation schedule within each department of the Town. Departments shall be public works, recreation, and water and sewage treatment. A vacation list will be posted on March 1<sup>st</sup> each year so as employees can mark in the choice of holidays before April 30<sup>th</sup> of each year.

Vacations may be broken into not more than three (3) units, or as mutually agreed by the employee and the immediate supervisor. During the period June 15<sup>th</sup> to September 15<sup>th</sup>, no employee shall be entitled to a vacation of more than three (3) consecutive weeks where applicable.

Where an employee does not indicate vacation preference during the March 1<sup>st</sup> to April 30<sup>th</sup> period a completed and signed request form for vacation must be presented, no later than two (2) weeks prior to requested vacation date, to the supervisor for approval. Vacation requests outside of the March 1<sup>st</sup> to April 30<sup>th</sup> period may or may not be approved based on staffing situations and work demands. The supervisor may waive the two (2) week notice period for special circumstances.

Employees who wish to split their holidays shall not be permitted a second choice until all employees have had their first choice. Vacation schedules, once approved, cannot be amended without approval of the employee and their supervisor.

Employees in the Town Office and Aquatic Centre shall submit a completed and signed request form for vacation, no later than two (2) weeks prior to requested vacation date, and vacation may or may not be approved based on staffing, work demands and mutual agreement between the employee and the employer. The supervisor may waive the two (2) week notice period for special circumstances.

All vacations earned in one (1) vacation year will be taken by the end of the next calendar year, unless a written proposal to carry forward vacation is mutually agreed upon by the Employee and Town Administration. Any vacation not taken by the end of the next calendar year, or in a carry forward agreement, will be scheduled for the employee by the employer within the first three (3) months of the next calendar year.

## **ARTICLE 17: STATUTORY HOLIDAYS**

17.01 The following shall be considered Statutory Holidays:

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

and all general holidays proclaimed by the Town of Claresholm, the Province of Alberta, and the Dominion of Canada. No deduction in the wages or salaries of any employee shall be made on account of the above-mentioned holidays occurring during regular work periods.

17.02 If a statutory or declared holiday falls on an employee's regular day off he/she shall be given a day off in lieu with pay at a mutually agreeable time.

17.03 If an employee is absent on his scheduled working day immediately prior to or following a statutory holiday no payment shall be made for the statutory holiday unless the absence is covered by a medical certificate or an authorized leave of absence.

## **ARTICLE 18: SICK LEAVE**

18.01 Sick leave shall be earned by permanent employees on the basis of one and one-half days (1½) days for every month of actual work by the employee, to a maximum of one hundred twenty (120) days.

18.02 A deduction shall be made from all the accumulated sick leave for all normal working days or parts thereof, exclusive of holidays, absent for sick leave.

18.03 (a) A medical certificate shall be submitted by the employee when any single illness occurrence exceeds three consecutive working days.

(b) When an employee is absent from work for a medical or dental appointment during his normal work hours, proof of attendance may be requested by the Employer.

18.04 All permanent employees shall be given credit for all years of continuous service with the Town for accumulation of sick leave up to a maximum of one hundred twenty (120) days. The Employer shall advise each employee, in writing, in January of each year the amount of sick leave accrued to his/her credit.

18.05 (a) In the event of the death of an employee, the value of all accrued sick leave shall be paid to the employee's designated beneficiary.

- (b) On retirement or termination, when an employee has completed fifteen (15) years of services or more, an employee having accrued sick leave shall receive an allowance equal to forty-five percent (45%) of their accrued sick leave at the rate effective immediately prior to retirement or termination. Such allowance shall not be paid if an employee is terminated for just cause and not reinstated.

18.06 At the expiration of sick leave benefits or long-term disability benefits an employee shall, within fifteen (15) working days, request a leave of absence. Failure to request the leave of absence by the employee will be considered notice of termination. The Employer shall respond to the request within fifteen (15) working days and if accepted the leave of absence shall commence the day following the expiration of the sick leave benefits or long-term disability benefits.

18.07 An employee who has insufficient sick leave benefits to carry him into long-term disability benefits shall be covered by Town benefits during the leave of absence with the employee to reimburse the Employer for the benefits during that period. The benefit package for this clause shall include, Alberta Blue Cross and Group Life Insurance.

## **ARTICLE 19: HEALTH, MEDICATION, INSURANCE & PENSION**

### 19.01 Medical:

The Employer agrees to pay one hundred percent (100%) the required premiums for existing coverage of Alberta Blue Cross, (Plan B), or other mutually agreed plans for all permanent employees. (Eligible as defined by the insurance carrier)

### 19.02 Insurance:

The existing Alberta Urban Municipalities Association Plan or other mutually agreed upon plan shall remain in force and effect. The Employer agrees to pay one hundred percent (100%) of the required premium for such coverage for all permanent employees.

### 19.03 Pension:

All permanent employees shall become and remain members of the Local Authorities Pension Plan after twelve (12) continuous months of service.

### 19.04 Long Term Disability:

The Employer agrees to pay one hundred percent (100%) of the required premium for all permanent employees towards the Alberta Urban Municipalities Long Term Disability Plan II, and agrees such LTD Plan shall at all times be registered with the Local Authorities Pension Board Plan.

19.05 Workers' Compensation:

The Employer agrees to pay any permanent employee injured and entitled to Workers' Compensation their full wages during any compensable period, provided however the employee agrees to sign over to the Employer all monies from Workers' Compensation. There shall be no loss of sick days as a result of this provision.

19.06 Hepatitis "B" Vaccination:

All employees who work in possible contaminated areas (i.e.: aquatics, utilities, equipment operators in sewers, lift stations, etc.) shall be immunized with the Hepatitis "B" vaccine, with the Employer to pay any costs incurred.

**ARTICLE 20: LEAVE OF ABSENCE**

20.01 Leave of Absence Without Pay:

Upon written application by the employee, the Employer may grant an employee leave of absence without pay or benefits. Such request shall be submitted fourteen (14) days prior to the date the leave is to commence. The Employer shall advise the employee within fourteen (14) days as to whether his/her request is approved or denied.

20.02 Paid Jury or Court Witness Duty Leave:

The Employer shall grant a leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness excluding payment for travelling, meals, or other expenses.

The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked in the appropriate rate of pay.

20.03 Education Leave:

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to attend seminars or other job related courses, or for the purpose of writing exams to upgrade his/her job related employment qualifications providing the educational course is approved by the Employer. When the Employer is aware of an upcoming vacancy, they may consider allowing Employees of another department to access the education leave allowances for the purposes of upgrading skills for the vacant position.

#### 20.04 Bereavement Leave:

1. An employee shall be granted a maximum of three regularly scheduled consecutive work days without loss of pay and benefits in the case of death of a parent, or legal guardian, wife, husband, brother, sister, child, grandparent, including grandparents of spouse, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law. Where the burial occurs outside the province the Employer may grant such additional time, as may be necessary, not to exceed five (5) working days.
2. If an employee receives notification of their loss during a shift already started, the employee will be excused from work with pay for the balance of that shift and bereavement leave will commence on the following day.

#### 20.05 Personal Days:

Providing that the employee has accrued sick time that they can access, three (3) days per year leave of absence, with pay, will be granted for the purpose of personal leave. Such leave will be deducted from the employees accrued sick leave bank. Personal leave may be taken in half (1/2) or full day increments. Three (3) days notice shall be given to the immediate Supervisor unless immediate attention is required.

#### 20.06 The Employment Standards Code:

Revised Statutes of Alberta 2000, Division 7, Maternity Leave and Parental Leave shall be attached to and be part of this Collective Agreement.

20.07 Male employees shall be permitted one (1) day leave of absence with pay upon the birth of his child.

20.08 Employees on Maternity/Parental Leave shall be allowed to maintain their benefits providing they pay the full benefit costs.

### **ARTICLE 21: JOB POSTINGS FOR PROMOTION**

21.01 When a vacancy occurs or a new position is created within the bargaining unit such vacancy shall be posted on all bulletin boards for a period of ten (10) working days to allow interested employees to apply for the position.

21.02 Such notice shall contain the nature of the position, qualifications, education and salary rate or range.

21.03 Employees applying for any position who have the required qualifications and education, or its equivalent, shall be selected on the basis of the employee having the longest bargaining unit seniority.

- 21.04 Appointment shall be posted on the bulletin boards within one (1) week of the position being filled.
- 21.05 Pay on Transfer to Lower-Rated Job:  
When an employee is temporarily assigned, in accordance with the terms of this Collective Agreement, to a position paying a lower rate his/her rate shall not be reduced.
- 21.06 When a permanent employee is temporarily assigned to a position paying a higher end rate his rate shall be the rate applicable to the higher classification, providing he works four (4) hours or more.
- 21.07 When an employee is re-classified, re-assigned or the successful applicant in a new or vacant position, the employee shall be notified by letter stating the changes in their status and applicable wage rate. The Union shall be copied on the correspondence and a copy also placed in the employee's personnel file.

## **ARTICLE 22: CALL OUT ON WEEKENDS & STATUTORY HOLIDAYS**

- 22.01 The Town will maintain a list of qualified employees with the designation of Equipment Operator I and higher who are eligible for call out on weekends and statutory holidays.
- 22.02 Employees on the list will be called out on a rotating basis and entitled to compensation under Article 14.

## **ARTICLE 23: LABOUR/MANAGEMENT HEALTH & SAFETY COMMITTEE**

- 23.01 This committee shall be established and composed of an equal number of Union and Employer representatives, but with a minimum of two Union and two Employer members appointed by each party. The committee shall hold bi-monthly meetings as requested by any members of the committee for jointly considering, monitoring, inspecting, investigating, reviewing matters of health, safety or other matters of concern, excluding application of administration of this Collective Agreement. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union. Items for discussion must be submitted in writing a minimum of one (1) week prior to scheduled meetings. Meetings may be requested by either party at any time.
- 23.02 Excavation Work:  
When men are employed in excavation work there shall be a man on the surface of the ground to ensure the safety of men engaged in the trench and to assist in the carrying out of the work.
- 23.03 All Health and Safety provisions and directives that are applicable to members of the Union shall apply equally to all Town employees and elected officials.

## **ARTICLE 24: WORK ON THE BARGAINING UNIT**

24.01 The Employer agrees that supervisors and other persons not in the bargaining unit shall not perform duties of employees who are within the bargaining unit except for the purposes of instruction, or in emergencies when regular employees are not available.

## **ARTICLE 25: CLOTHING ALLOWANCE**

25.01 All employees shall be issued with coveralls. The Employer shall be responsible for cleaning and maintenance of such clothing, which shall become and remain the property of the Employer. In addition, the employee shall be issued as necessary the following:

- ❖ hard hats and winter liners
- ❖ identification clothing for arena staff (i.e.: jackets) to a maximum of ninety dollars (\$90.00).
- ❖ insulated coveralls or winter safety boots (for sanitation workers in winter) to maximum of one hundred fifty dollars (\$150.00) for one (1) pair per year
- ❖ leather gloves
- ❖ rain coats
- ❖ rubber gloves and leather mitts and liners as determined by the Employer
- ❖ rubber safety toe boots

The aforementioned items shall be replaced as necessary and upon the employee returning the worn out items.

25.02 Outside permanent employees required to wear safety work boots and the Community Peace Officer / Bylaw Officer will be entitled to be paid one hundred and fifty dollars (\$150.00) towards the cost of the boots per year on proof of purchase.

Office smocks as requested.

25.03 Permanent Aquatics employees will be entitled to fifty percent (50%) of the cost (up to a maximum of one hundred dollars (\$100.00) per year towards the purchase of swim suits, on proof of purchase.

**Safety Equipment:** Aquatic employees shall be issued a Fox 40 whistle on wristband. Replacements must be purchased by the employee. Employees will be issued one (10 new work shirt, and thirty dollars (\$30.00) towards the purchase of a pair of deck sandals per year. The employee shall be responsible for maintenance and replacement.

## **ARTICLE 26: TERM OF AGREEMENT**

26.01 This Agreement shall be in full force and effect for three (3) years starting on the 1<sup>st</sup> day of January 2012 and continuing until the 31<sup>st</sup> day of December 2014. This Agreement shall continue from year to year unless written notice to terminate or amend is served by either party to the other not more than one hundred twenty (120) days or less than sixty (60) days prior to the date of expiration of the contract.

## **ARTICLE 27: WAGES**

27.01 1) Rates for Aquatic Supervisor Relief: Any Employee who is assigned duties and/or responsibilities of the Aquatic Supervisor shall receive an additional one dollar (\$1.00) per hours over and above their regular rate of pay for such assigned duties.

2) Rates for Relief Superintendent:  
Any Employee being assigned the duties and/or responsibilities of the of the Town Superintendent shall receive an additional twenty percent (20%) per hour over and above their regular rate of pay and shall remain under the other terms and provisions of this Collective Agreement.

### 27.02 Shift Premiums:

Shift & Weekend Premiums: A shift premium of fifty cents (\$.50) per hour will be paid to an employee for actual hours worked between 1700 hours and 0700 hours.

Shift and Weekend premiums do not apply to overtime or call-ins.

Shift and Weekend premiums do not apply to Water Plant, Part-time or Aquatics employees.

27.03 Permanent aquatic employees shall be reimbursed one hundred percent (100%) for approved courses successfully completed, and mandatory re-certification fees, subject to operational requirements.

27.04 When an employee moves up an increment on the wage scale the Employer will send a letter to the employee indicating the status and new wages. The Union shall be copied on the correspondence and a copy placed in the employee's personnel file.

## **ARTICLE 28: SERVICE PAY**

28.01 Service Pay shall be granted at the rate of:

- twenty dollars (\$20.00) per month additional to pay for the class of work, after ten (10) years continuous service with the Town;
- thirty dollars (\$30.00) per month after fifteen (15) years continuous service;
- forty dollars (\$40.00) per month after twenty (20) years continuous service;
- fifty dollars (\$50.00) per month after twenty five (25) years of continuous service;
- sixty dollars (\$60.00) per month after thirty (30) years of continuous service.

Service Pay shall be paid out on a bi-weekly basis.

## **ARTICLE 29: FIRST AID CERTIFICATE**

29.01 The Town will be responsible for the costs of providing training during working hours for the St. John's First Aid Certificate program or Red Cross Standard First Aid Course.

## **ARTICLE 30: EDUCATION & TRAINING**

30.01 A course or workshop must be approved by the Supervisor and/or Chief Administrative Officer (CAO).

30.02 The cost of the course will be paid by the Town if it is an approved course.

30.03 Where possible, employees will travel together, either in a Town-owned vehicle. If a vehicle is unavailable, all business use of personal vehicle is in accordance with the Town of Claresholm Personal Vehicle Usage and Compensation Policy. Employees will be encouraged to share a room based on double occupancy, however, privacy of individuals will be respected when separate rooms are requested.

30.04 Accommodations costs will be reimbursed by the Town upon submission of a receipt up to maximum of one hundred and fifty dollars (\$150.00) per night (single occupancy), and two hundred dollars (\$200.00) double occupancy per night.

30.05 Meal costs will be reimbursed by the Town when they are supported by receipts with a maximum allowance of fifty-one dollars (\$51.00) per day in total. Meal costs without receipts to verify them will be reimbursed but limited to the following amounts:

- (a) Breakfast ----\$10.00
- (b) Lunch -----\$15.00
- (c) Supper -----\$20.00

30.06 Time spent travelling to and from the course is considered time worked and will be paid by the Town at the applicable rate of pay.

30.07 Mileage shall be paid in accordance with Article 32: Kilometres Allowance.

30.08 Time spent in the course shall be considered time worked and will be paid by the Town at the applicable rate of pay.

30.09 Aquatic Courses & Recertification:

The Pool Supervisor and staff will work to ensure that courses and re-certifications are carried out in the most economic manner possible.

### **ARTICLE 31: CARETAKER**

31.01 Caretaker hours shall be up to forty (40) hours bi-weekly, with no benefits.

### **ARTICLE 32: KILOMETRES ALLOWANCE**

32.01 No employee shall be required to use their personal vehicle for Town business or to transport Town equipment or supplies. Where an employee agrees to make their vehicle available to the Town for such use the employee shall be reimbursed as per the Town of Claresholm Personal Vehicle Usage and Compensation Policy. The Town reserves the right to purchase a blanket business policy for all employees and shall advise the Union, in writing, if and when they do so.

### **ARTICLE 33: DRIVER'S LICENSE**

33.01 As a condition of employment all employees operating Town vehicles or equipment shall hold valid Driver's Licenses. Equipment Operators I, II and III shall possess valid Class 3 Alberta Driver's Licenses. This Article shall apply immediately to all new employees. The Town shall be responsible for costs associated with upgrading driver's licenses of present employees in Equipment Operators I, II and III classification.

### **ARTICLE 34: LABOUR/MANAGEMENT REHABILITATION COMMITTEE**

34.01 The Employer and the Union recognize that alcohol and drug addiction are medical disorders. They further recognize the social, personal and economic problems associated with them. Accordingly, the parties shall establish a joint Rehabilitation Committee consisting of one representative of the Employer and one representative of the Union to deal with these problems in the work force. The Committee shall enjoy the full support of both parties and shall be vested with the authority to make recommendations.

The objective of the Rehabilitation Committee is to assist and enable employees to resolve problems that affect a person's work performance. Such problems shall be dealt with on a confidential basis through a mutually agreeable treatment centre.

The Committee is also concerned with remedial action, training, awareness programs and preventive measures.

The Committee agrees to provide for the earliest possible assessment of an employee showing indications of a problem, which may affect their job performance.

Recommendations will be made by the Committee to the Employer and the Union if the employee is felt to need a referral to a treatment centre.

If it is concluded by the Committee and a representative of the Treatment Centre that counselling and rehabilitation is required then the employee will be required to participate in the counselling and rehabilitation program. Time away from the job will be deducted from sick leave benefits.

## **ARTICLE 35: DEFINITIONS**

### **35.01 Permanent Employee:**

The term "permanent employee", when used in this Agreement, shall be defined as meaning an employee who has completed the probationary period.

### **35.02 Part Time Employee:**

Articles 16, 17.02, 18, 19, 20.03, 20.04, 20.05, 20.07, 25.02, 28.01 and 29.01 shall not apply.

### **35.03 Temporary Employee:**

A temporary employee is one who is hired in a specific position for an expected duration of less than one (1) year.

An employee who is receiving benefits prior to the temporary position shall continue to receive benefits while employed in a temporary position.

In accordance with Article 10, an employee who has not completed their probationary period prior to commencing a temporary position shall not be required to commence a new probationary period. Upon the completion of the probationary period, the employee shall be eligible for all benefit entitlements.

Upon completion of the temporary position, an employee shall revert back to their former position.

The length of a temporary position may be extended by mutual agreement in writing between the Union and the Employer.

Temporary Employees shall be pursuant to Article 35.02.

### **35.04 Seasonal Employee:**

The term "seasonal employee", when used in this Agreement, shall be defined as meaning one who is hired to work on a call-in basis, or one who is hired for a period of five (5) months or less for a specific job. Seasonal Employees shall be pursuant to Article 35.02.

\*\*\*\*\*

***IN WITNESS WHEREOF the parties hereto have executed this***

**Collective Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2011.**

<b>ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3023</b>	<b>ON BEHALF OF TOWN OF CLARESHOLM</b>

## APPENDIX 'A' -- W A G E S

CLASSIFICATION	JANUARY 1, 2012 (+3%)			JANUARY 1, 2013 (+3%)			JANUARY 1, 2014 (+3%)		
	PROBATION	7-8 MONTHS	18 MONTHS+	PROBATION	7-8 MONTHS	18 MONTHS+	PROBATION	7-8 MONTHS	18 MONTHS+
<b>OUTSIDE EMPLOYEES</b>									
Labourer 1	18.97	20.74	22.32	19.54	21.37	22.99	20.13	22.01	23.68
Labourer 2	20.96	22.93	24.68	21.59	23.62	25.42	22.24	24.32	26.18
Equipment Operator 1	22.17	24.26	26.09	22.83	24.98	26.87	23.52	25.73	27.68
Equipment Operator 2	22.77	24.92	26.80	23.46	25.66	27.60	24.16	26.43	28.43
Equipment Operator 3	23.54	25.76	27.69	24.24	26.53	28.52	24.97	27.33	29.37
Shop Mechanic	23.54	25.76	27.69	24.24	26.53	28.52	24.97	27.33	29.37
Utilities Operator 1	22.17	24.26	26.09	22.83	24.98	26.87	23.52	25.73	27.68
Utilities Operator 2	23.26	25.44	27.35	23.96	26.20	28.17	24.67	26.99	29.01
Utilities Operator 3	23.72	25.95	30.45	24.43	26.72	31.36	25.17	27.53	32.30
Recreation Operator	21.95	24.01	25.82	22.61	24.73	26.60	23.29	25.47	27.39
Seasonal Labour	13.23			13.62			14.03		

CLASSIFICATION	JANUARY 1, 2012 (+3%)			JANUARY 1, 2013 (+3%)			JANUARY 1, 2014 (+3%)		
	START RATE	1 YEAR	2 YEARS	START RATE	1 YEAR	2 YEARS	START RATE	1 YEAR	2 YEARS
<b>INSIDE EMPLOYEES</b>									
Computer Operator	17.87	19.72	22.76	18.41	20.32	23.45	18.96	20.93	24.15
Assistant Secretary-Treasurer	24.22	26.47	29.47	24.94	27.27	30.35	25.69	28.08	31.26
Development Officer	22.30	24.40	26.23	22.97	25.13	27.02	23.66	25.88	27.83
Planner / Development Officer	28.85	31.56	33.93	29.72	32.51	34.95	30.61	33.48	35.99
Caretaker	18.51	20.25	21.76	19.06	20.86	22.42	19.64	21.48	23.09
Front Desk Clerk	16.26	18.05	20.94	16.75	18.59	21.57	17.25	19.14	22.22
Community Peace Officer / Bylaw Officer	28.85	31.56	33.93	29.72	32.51	34.95	30.61	33.48	35.99

CLASSIFICATION	JANUARY 1, 2012			JANUARY 1, 2013 (+3%)			JANUARY 1, 2014 (+3%)		
	START RATE	6 MONTHS	1 YEAR (MAX)	START RATE	6 MONTHS	1 YEAR (MAX)	START RATE	6 MONTHS	1 YEAR (MAX)
<b>AQUATIC CENTRE</b>									
Cashier (Job Rate)			11.44 (+3%)			11.79			12.14
Junior Guard (Job Rate)			14.00			14.42			14.85
Senior Guard (Part-time)	17.60	18.60	19.60	18.13	19.16	20.19	18.67	19.73	20.79
Senior Guard (Full-time)	19.80	20.80	21.80	20.39	21.42	22.45	21.01	22.07	23.13
Senior Guard Trainer	\$1.00 extra per hour while training								
Acting Supervisor	\$1.00 extra per hour								

- ❖ Senior Guard Trainer – Senior Guard who teaches required advanced courses and recertification courses to current Guards or aspiring Guards to staff the Claresholm Aquatic Centre only.
- ❖ Junior or Senior Guards are expected to become qualified to teach swimming lessons as part of their regular duties.

**LETTER OF UNDERSTANDING #1 – Guarantee of Work**

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**CUPE Local 3023**

(Hereinafter referred to as the "Union")

AND

**TOWN OF CLARESHOLM**

(Hereinafter referred to as the "Employer")

**RE: Guarantee of Work**

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The Town of Claresholm guarantees that there will be no layoffs or reduction in the hours of work as a result of contracting out during the life of the Collective Agreement from January 1, 2012 to December 31, 2014.

*Signed this* \_\_\_\_\_ *day of* \_\_\_\_\_ **2011**

<b>ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3023</b>	<b>ON BEHALF OF TOWN OF CLARESHOLM</b>

**LETTER OF UNDERSTANDING #2 – In-Charge Pay: Utilities Operator III**

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**CUPE** Local 3023  
(Hereinafter referred to as the “Union”)

AND

**TOWN OF CLARESHOLM**  
(Hereinafter referred to as the “Employer”)

**RE: In-Charge Pay - Utilities Operator III**

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It is agreed that Jerry Wiechert, Utilities Operator III, shall receive an additional one dollar (\$1.00) per hour as “in charge” pay as the senior Utilities Operator III. He shall receive the “in charge” pay until such time as the above-noted employee leaves this position, at which time the Letter of Agreement becomes null and void.

**Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011**

<b>ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3023</b>	<b>ON BEHALF OF TOWN OF CLARESHOLM</b>

**LETTER OF UNDERSTANDING #3 – Computer Operator**

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**CUPE Local 3023**

(Hereinafter referred to as the “Union”)

AND

**TOWN OF CLARESHOLM**

(Hereinafter referred to as the “Employer”)

**RE: Computer Operator**

---

It is agreed that Marianna Orge, Computer Operator shall receive an additional One Dollar (\$1.00) per hour wage increase to her current rate of Twenty-two Dollars and Seventy-Six cents (\$22.76), which would put her at the rate of Twenty-three Dollars and Seventy-Six cents (\$23.76) per hour in year 2012. Ms. Orge shall then follow the current agreement with applicable percentage increases applied in years 2013 and 2014.

**Signed this \_\_\_\_\_ day of January, 2012**

<b>ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3023</b>	<b>ON BEHALF OF TOWN OF CLARESHOLM</b>

**LETTER OF UNDERSTANDING #4 – On-Call Personnel**

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**CUPE Local 3023**

(Hereinafter referred to as the "Union")

AND

**TOWN OF CLARESHOLM**

(Hereinafter referred to as the "Employer")

**RE: On-Call Personnel**

It is agreed that On-Call Personnel shall receive two hundred dollars (\$200.00) per weekend starting at 4:00 p.m. on Friday and ending at 7:00 a.m. on Monday. On-Call Personnel shall receive an additional one hundred dollars (\$100.00) per day for Statutory Holidays.

This letter shall be reviewed in six (6) months following date of signing.

Below are requirements of On-Call duties:

- List of eligible public works staff shall be posted by Superintendent (eligibility is defined as a fully trained Level I Operator).
- Eligible staff shall be scheduled on a rotation-basis by the Town Superintendent.
- On-Call Personnel shall be required to respond within one (1) hour.
- If staff cannot work a scheduled on-call weekend, it will be their responsibility to find a replacement and write the change on the schedule.
- On-Call Personnel shall carry the shop cell phone [currently (403)625-0503] at all times during their on-call weekend.
- On-Call Personnel shall answer the calls, determine if the situation has to be dealt with immediately, can be deferred until Monday or is a Town issue in the first place, and respond accordingly.
- On-Call Personnel shall call-out other public work crew member(s) if the situation warrants it. Judgment will be necessary on when it is appropriate to call-out crew member(s) in every case.
- All On-Call Personnel required to attend an incident shall be paid overtime per the Collective Agreement in place.
- If there is no answer on the Shop cell, the voice message will prompt caller to contact the Town Superintendent's cell phone (403)625-0200.
- The Town Superintendent shall continue to be On-call for weekday evenings.
- All calls taken on the weekends shall be documented and communicated to the Town Superintendent on the following Monday morning.
- On-Call is voluntary and as such, On-Call Personnel shall have the option to opt-out at any given time, with sufficient notice to the Town Superintendent.

**Signed this \_\_\_\_\_ day of February 2012.**

<b>ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3023</b>	<b>ON BEHALF OF TOWN OF CLARESHOLM</b>

**LETTER OF UNDERSTANDING #5 – Schedule of Working Hours**

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**CUPE Local 3023**

(Hereinafter referred to as the “Union”)

AND

**TOWN OF CLARESHOLM**

(Hereinafter referred to as the “Employer”)

**RE: Schedule of Working Hours**

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It is agreed that Article 13.05 Town Office and Inside Employees second paragraph shall read:

*There shall be summer hours in effect from April 1<sup>st</sup> to September 30<sup>th</sup>, which shall commence at 8:00 a.m. and conclude at 4:00 p.m.*

**Signed this \_\_\_\_\_ day of April 2012.**

ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3023	ON BEHALF OF TOWN OF CLARESHOLM

