

# **COLLECTIVE AGREEMENT**

**BETWEEN**



**THE TOWN OF THREE HILLS**

**AND**

**CUPE** / *Canadian Union  
of Public Employees*

**Local 417-05**

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



**Canadian Office & Professional Employees Local #491**

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## ARTICLE 1- PREAMBLE

It is the intent of the parties to this Agreement to ensure that municipal services are provided efficiently and effectively.

It is the purpose of both parties to this Agreement:

1. To maintain and improve harmonious relations between the Town and its Employees and to provide management and Employees with a clear understanding of their respective rights and responsibilities; and
2. To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions and employment; and
3. To encourage efficiency in operations and set forth terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions; and
4. To promote the morale, well being and security of Employees in the bargaining unit of the Town; and
5. To establish an orderly procedure for the settlement of grievances.

## ARTICLE 2- TERM OF AGREEMENT

- 2.01 This Agreement shall be in force and effect from January 1, 2012 up to and including December 31, 2014 and from year to year thereafter unless notice of the desire to amend the Agreement is given in writing by either party to the other with not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiry of the Agreement. At the first meeting between the parties following notice, the parties shall give particulars of all amendments sought.
- 2.02 Changes in this Agreement may be made by mutual agreement between the parties during the term of this Agreement, provided that such changes are properly reduced to writing, ratified and executed by authorized representatives of the parties to this Agreement.
- 2.03 All wage related provisions shall be retroactive to the effective date of this Agreement unless specifically provided.
- 2.04 This Collective Agreement shall remain in full force and effect after the termination date during any negotiations that are taking place. This Agreement shall only expire when either the Union has issued a notice to strike to the Employer in accordance with the Labour Relations Code or the Employer has issued a notice of lockout to the Union in accordance with the provisions of the Labour Relations Code.

- 2.05 During the term of this Agreement, Employees in the bargaining unit will not engage in any illegal strike action, nor will the Employer lock-out bargaining unit Employees.

### ARTICLE 3 - UNION RECOGNITION

- 3.01 a) The Employer recognizes the Canadian Union of Public Employees, Local 417-05, as the sole and exclusive bargaining agent for Employees of the Town of Three Hills who are covered by the Labour Relations Board Certificate No. 364-2001.
- b) This Agreement shall apply to those classifications listed in Appendix "B", and to any new classification(s) added or created during the term of this Agreement which fall within the scope of the bargaining unit in accordance with Article 18.

3.02 Work of the Bargaining Unit

Employees whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit except for purposes of instruction, in an emergency, or when bargaining unit Employees are not available to perform the work or provided that the act of performing the work does not reduce the regularly scheduled hours of work or regular earnings of any permanent Employee.

3.03 No Other Agreement

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Agreement.

- 3.04 Persons hired on government temporary job creation programs or student training programs shall have a designated supervisor and shall be excluded from the Collective Agreement provided the term of the work does not exceed four (4) months.

- 3.05 a) The Collective Agreement shall apply to casual and seasonal Employees except for the following articles:

Article 9: Seniority  
Article 17: Standby and Routine Checks  
Article 21: Sick Leave  
Article 23: Leaves of Absence  
Article 24: Maternity/Parental/Adoption  
Article 25: Employee Benefits  
Article 27: Protective Clothing  
Article 28: Training and Staff Development  
Article 29: Layoffs and Recall  
Article 33: Performance Evaluation  
Article 34: Resignation

- b) The Collective Agreement shall apply to temporary Employees except for the

following articles:

- Article 17: Standby and Routine Checks
- Article 23: Leaves of Absence
- Article 24: Maternity/Parental/Adoption
- Article 25: Employee Benefits
- Article 29: Layoffs and Recall
- Article 33: Performance Evaluation
- Article 34: Resignation

3.06 Correspondence

Within ten (10) days of ratification of this Agreement, the Employer and the Union shall designate a person or persons and all correspondence between the parties arising out of this Agreement or incidental to it shall pass to and from such designated persons. Such notification shall be in writing and include name(s), title, address, telephone and fax number.

Where a change of designate or address occurs, the other party shall be notified in writing in a timely manner.

3.07 Bulletin Board

The Employer shall provide a bulletin board at the Town Shop, the Landfill site office and the Town Office which shall be placed so that all Employees shall have access to it and upon which the Union shall have the right to post notices of meetings, workshops, conferences and conventions.

3.08 Personnel Files

Employees shall, upon two (2) working days' notification to the Employer or designate, be permitted to review their personnel file.

**ARTICLE 4. MANAGEMENT RIGHTS**

4.01 The Employer shall have the sole and exclusive right, except as otherwise specifically limited by the provisions of this Agreement, to determine all matters pertaining to the management of its Employees. Without restricting the generality of the foregoing, it is the exclusive right of the Employer to:

- a) Maintain order, discipline and efficiency;
- b) Organize and re-organize the work of Employees;
- c) Hire, appoint, discharge, promote, demote, classify, layoff, recall, suspend, or otherwise discipline Employees;
- d) Make, enforce and alter from time to time, rules and regulations to be observed by the Employees, provided such rules do not conflict with the terms of this Agreement;

- e) Direct the working force, set performance standards, determine the number of Employees needed in any position and determine whether or not a position and/or classification will be continued or be declared redundant.

#### **ARTICLE 5- DUES DEDUCTIONS**

- 5.01 The Employer is hereby authorized and agrees to deduct from the regular wages of all Employees such Union dues as may from time to time be set by the Union.
- 5.02 Such deductions shall be made bi-weekly and submitted monthly to the Secretary-Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the following month. The remittance shall be accompanied by a list of names of Employees from whom deductions were made, the amount of the deduction from each Employee and a total of gross regular wages for the month.
- 5.03 The yearly Union dues paid by an Employee shall be recorded on the T-4 slip issued by the Town.
- 5.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.

#### **ARTICLE 6- NO DISCRIMINATION**

- 6.01 The Employer shall provide a workplace free of discrimination and harassment against any employee on the basis of race, religious beliefs, gender, sexual orientation, color, mental disability, physical disability, marital status, age, ancestry or place of origin of that person. The Employer shall not discriminate against any of its employees on account of political beliefs nor by reason of their membership or activity in the Union.
- 6.02 Harassment, including personal, sexual or workplace, coming from unwelcome physical, verbal or non-verbal conduct that demeans, belittles or causes personal humiliation or embarrassment shall not be tolerated in the workplace.

#### **ARTICLE 7- UNION REPRESENTATION**

- 7.01 The Union will notify the Employer in writing of those Union officer(s) authorized to conduct business of the Union and enter into Agreements on its behalf.
- 7.02 Employees and their Union officer(s) shall have the right to have the assistance of the CUPE National Representative, or designate, when negotiating with the Employer or when dealing with the Employer with respect to the resolution of other issues arising from this Agreement, except where specifically limited in the Grievance Procedure.

7.03 Union Officers and Committee Members

- a) A Union officer shall be entitled to leave their work during work hours, without loss of regular wages in order to carry out their functions under this Agreement.
- b) Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

7.04 Union Bargaining Committee

- a) The Employer shall release without pay or benefits up to three (3) members of the bargaining unit for the purpose of negotiations.
- b) Time off shall be granted with pay, however, the Union shall reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.

7.05 Leave of Absence for Union Events

- a) One (1) Employee per occasion may be released by the Employer to represent the Union at Conventions, Workshops, Seminars or Schools.
- b) Union leave of absence shall be requested by the Union at least ten (10) working days in advance of the required release.
- c) Where Union leave is approved by the Employer, time off shall be granted with pay. The Union shall reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.

**ARTICLE 8- DEFINITIONS**

8.01 **Employer** shall mean the Town of Three Hills.

8.02 **Union** shall mean the Canadian Union of Public Employees, Local 417-05.

8.03 **Union Officer** shall mean a Union Steward or the Unit Chairperson.

8.04 **Employee** shall mean a person assigned to a position falling within the scope of this Agreement.

8.05 **Permanent Employee** shall mean either a full-time or part-time Employee who is filling a permanent position and who has successfully completed the required probationary period.

8.06 **Full-Time Employee** shall mean an Employee who is normally required to work the full-time hours of work as specified in Article 14.

8.07 **Part-Time Employee** shall mean an Employee who is hired to work regularly scheduled shifts but who works less than the full-time hours of work as specified in Article 14.

- 8.08 **Temporary Employee** shall mean an Employee who is filling an established temporary position for a pre-determined period of time or one who has been hired for a pre-determined task. The term of a temporary Employee shall not exceed twelve (12) months without mutual agreement of the parties.
- 8.09 **Seasonal Employee** shall mean an Employee occupying a seasonal position established by the Employer, and who is required to work on a temporary basis for no longer than six (6) months.
- 8.10 **Casual Employee** shall mean an Employee who works occasionally, usually on a call-in basis.
- 8.11 **Basic Rate of Pay** shall mean the Employee's hourly rate of pay based on their current pay step within their Classification as set out in Article 32 .Wages and Classification.
- 8.12 **Interpretations** in this Agreement unless otherwise required by the context, all words in the singular shall include the plural and all words in the plural shall include the singular and all words of masculine gender shall include the feminine and vice versa.
- 8.13 "Overtime" means work performed by an Employee in excess of his regularly scheduled hours of work, with the prior approval of the Employer.
- 8.14 Call-out is defined as being called back to work after their normal hours of work.

#### **ARTICLE 9-SENIORITY**

- 9.01 Seniority shall mean the length of continuous service with the Employer from the Employee's date of hire within the bargaining unit. Seniority shall be calculated on completion of the probation period, retroactive to the Employee's date of hire.
- 9.02 The Employer shall maintain a seniority list and an up-to-date seniority list of Employees within the bargaining unit shall be provided to the Union in January of each year. The Employer will also supply a list of all bargaining unit employees' mailing addresses and phone numbers in January of each year.
- 9.03 Seniority shall not accumulate during periods of lay-off, leaves of absences without pay or while in receipt of Long Term Disability other than when the Employee is entitled to WCB benefits.

#### **ARTICLE 10- JOB POSTINGS AND APPOINTMENTS**

- 10.01 When a new position is created or when the Employer decides a vacancy is required to be filled, the Employer shall post a notice on Employee bulletin boards for at least seven (7) consecutive working days. A copy of the posting shall be sent to the Union.
- 10.02 The posting shall contain the following information: the nature of the position, qualifications, required knowledge and education, experience, skills, hours of work and salary range.
- 10.03 In filling the position, the Employer shall give preference to the Employee with the greatest seniority provided the Employee possesses the qualifications, knowledge, education,

experience and skills described in the posting. If there are no suitable applicants within the bargaining unit a new Employee may be hired.

10.04 For the purposes of this Agreement, a promotion shall mean when an Employee achieves a position in a higher paid classification, a demotion shall mean when an Employee moves to a position in a lower paid classification, a transfer shall mean when an Employee achieves a different position within the same classification or pay range.

10.05 Trial Period

When a permanent Employee is promoted either within the bargaining unit or to an out-of-scope position, transfers within their own department, or transfers to another department, the Employee shall be placed on a trial period for a maximum of three (3) months. At any point during the trial period, if the Employee does not satisfactorily perform the duties of the new classification or if the Employee does not wish to continue in the position, they shall be returned to their former position. Any other Employee affected by this reversion shall be returned to their former position.

10.06 When an Employee is promoted to a position outside of the bargaining unit, they shall be permitted to retain their seniority for a period of three (3) months from the date of the promotion.

10.07 The Employer, if requested by the Employee, will discuss with the unsuccessful applicant ways in which they can improve their qualifications for future postings.

**ARTICLE 11- TEMPORARY ASSIGNMENTS**

11.01 When an Employee is assigned in writing to fulfill the duties of a higher rated classification within the bargaining unit or to a supervisory position outside the bargaining they shall receive a \$2.50 per hour premium for all hours worked in the classification.

11.02 When an Employee temporarily performs the duties of a lower rated classification, they shall maintain their current rate of pay.

**ARTICLE 12- PROBATION PERIOD**

12.01 A newly hired full-time Employee shall normally serve a three (3) month probationary period.

12.02 Prior to the completion of the probation period, the Employer shall meet with the Employee to discuss the various aspects of job performance.

12.03 Should the Employer determine that an extension of the probation period is required, such extension shall be communicated to the Employee in writing, at least five (5) days prior to the completion of their probation period. A Union Officer will be notified of this decision in writing.

12.04 The extension of a probation period shall not exceed an additional two (2) months.

- 12.05 The Union will be copied on all correspondence related to the extension of a probation period.
- 12.06 Employees terminated during the probationary period shall have the opportunity to meet with the Town Manager in the presence of a Union representative of the Employee's choice.

#### ARTICLE 13- PAYMENT OF WAGES

- 13.01 All Employees shall be paid bi-weekly no later than every second Thursday in accordance with Article 32 .Wages and Classification.
- 13.02 Employees will have their wages directly deposited to a financial institution of their choice not later than midnight on the pay day.
- 13.03 On each pay day the Employee will receive an itemized statement of their pay including hours worked, hourly rate, premiums, and deductions.
- 13.04 Once a month, an Employee shall receive a statement of their accrued vacation and banked overtime.

#### ARTICLE 14- HOURS OF WORK

##### 14.01 Inside Workers

- a) The regular hours of work for full-time Employees shall be seven and one half (7.5) hours per day, Monday to Friday thirty-seven and one half (37.5) hours per week.
- b) The regular hours of work for part-time Employees shall be up to thirty-seven and one half (37.5) hours per week Monday to Friday, averaged over one pay period.
- c) Employees shall be entitled to a fifteen (15) minute paid rest break during every ½ shift.
- d) Employees who are scheduled to work five (5) hours or more shall receive a one (1) hour unpaid lunch break.

##### 14.02 Outside Workers

- a) The regular hours of work for full-time Employees shall be eight (8) hours per day, Monday to Friday, forty (40) hours per week.
- b) The regular hours of work for part-time Employees shall be up to forty (40) hours per week averaged over one pay period.
- c) Employees shall be entitled to a fifteen (15) minute paid rest period during each ½ shift.
- d) Employees who are scheduled to work five (5) hours or more shall receive a one (1) hour unpaid lunch break, except where an Employee is required by the Employer to

remain on duty at the work site, in which case they shall receive a thirty (30) minute paid lunch break.

- e) Employees shall have a minimum of two (2) consecutive days off in a seven (7) day period.
- 14.03 Employees who work four (4) hours or more on Overtime shall receive thirty (30) minute unpaid lunch break and shall receive a paid fifteen minute rest break every 2 hours of overtime.
- 14.04 An Employee shall be entitled to no less than twelve (12) hours off between regularly scheduled shifts. If an Employee is required to return to work outside their regularly scheduled shift for three (3) hours or more, the Employee shall be entitled to the next regularly scheduled shift off without loss of regular earnings where fewer than eight (8) hours have elapsed between completing the additional hours of work and the start of the next regularly scheduled shift.
- 14.05 No Employee shall exchange, substitute or change shifts or any part thereof with another Employee without the prior approval of the Employee's Supervisor, in writing and a proper form filled out transferring responsibility to the Employee accepting the shift. No overtime shall be incurred by the Employer as a result of a substitution.
- 14.06 When an Employee is required to work a regularly scheduled shift which includes hours between the hours of 1700 and 0700, the Employee shall be paid a shift differential of one dollar (\$1.00) per hour for all hours worked between 1700 and 0700.
- 14.07 Changes to regular hours of work for all Employees shall be posted fourteen (14) days in advance. Changes to the regular hours of work of an Employee may be made with less than fourteen (14) days notice be mutual agreement between the Employee and the Employer. Where the Employer changes the regular hours of work of an Employee with less than fourteen (14) days notice and there is no mutual agreement to do so, the Employer is required to pay the Employee overtime for all hours of the first shift so changed. Where the shift is changed by mutual agreement, if the total number of hours the Employee is required to work makes the Employee eligible for overtime in accordance with Article 15.01 and 15.02, the overtime rate will apply to all such eligible hours.

## ARTICLE 15-OVERTIME

### 15.01 Inside Workers

Any hours authorized by the Employer and worked by an Employee in excess of seven and one half (7.5) hours in any one day, thirty-seven and one half (37.5) hours in a week, on a Saturday, Sunday or on a statutory holiday shall be paid at the overtime rate of pay.

### 15.02 Outside Workers

- a) Any hours authorized by the Employer and worked by an Employee in excess of eight (8) hours in any one day, forty (40) hours in a week, on a Saturday, Sunday or on a statutory holiday shall be paid at the overtime rate of pay.

- b) Waste management Employees may be required to work a regular Saturday shift at the regular rate of pay. Any work performed on Sunday or their regular scheduled day off or on a statutory holiday will be paid at the overtime rate of pay.

15.03 Overtime shall be calculated at time and one-half (1½ X) the Employee's rate of pay for the first five (5) hours and double time (2 X) thereafter.

15.04 No Employee shall be required to take time off in lieu of being paid overtime. However, an Employee may bank time off in lieu of being paid overtime, at the applicable overtime rates subject to the following:

- a) Such time off shall be granted based on the overtime rate when banked times the actual hours worked. The total number of overtime hours banked and taken is not to exceed fifty (50) hours (i.e. seventy-five (75) straight time hours) in any calendar year. Any overtime accumulated prior to December 1 of any year must be scheduled prior to December 1 and taken prior to December 31 of that year, or shall be paid out. Employees may take banked time during the course of the year and bank additional hours as long as the number of hours banked and taken in any calendar year does not exceed fifty (50) (i.e. seventy-five (75) straight time hours).
- b) The time shall be taken at a later date mutually agreeable to the Employer and the Employee, and;
- c) An Employee may request banked overtime to be paid out at any time during the year by giving the Employer one (1) pay period notice prior to the date of the pay out.

#### **ARTICLE 16- CALL-OUT**

16.01 A full-time Employee is who called out (not including persons on standby) and required to work outside of their assigned working hours shall be paid at overtime rates with a minimum guarantee of 2 hours. Subsequent calls within the 2 hour period shall for the purposes of calculation be considered as one call.

16.02 A part-time Employee who does not qualify for overtime and is called out (not including persons on standby) shall be paid at their basic rate of pay with a minimum guarantee of 2 hours. Subsequent calls within the 2 hour period shall for the purposes of calculation be considered as one call.

16.03 A part-time Employee who does qualify for overtime and is called out (not including persons on standby) shall be paid at the overtime rate of pay with a minimum guarantee of 2 hours. Subsequent calls within the 2 hour period shall for the purpose of calculation be considered as one call.

#### **ARTICLE 17- STANDBY AND ROUTINE CHECKS**

17.01 An Employee required to be on stand-by during a weekday, Monday to Friday, shall be compensated at the rate of Twenty-five dollars (\$25.00) per day. Any on site work required during stand-by will be compensated at overtime rates with a minimum of one (1) hour for each callout. Subsequent calls within the one (1) hour period shall for the purposes of

calculation be considered as one call.

- 17.02 An Employee required to be on stand-by during the weekend, Saturday to Sunday or on statutory holidays, shall be compensated at the rate of Fifty dollars (\$50.00) per day. Any on-site work required during stand-by will be compensated at overtime rates with a minimum of one (1) hour for each callout. Subsequent calls within the one (1) hour period shall for the purposes of calculation be considered as one call.
- 17.03 An Employee required to complete routine checks during the weekend and statutory holidays shall be compensated at the minimum of three (3) hours per day at overtime rate or the actual time worked, whichever is greater.

#### **ARTICLE 18- JOB CLASSIFICATION AND RE-CLASSIFICATION**

- 18.01 The establishment and maintenance of a classification plan covering Employees within the scope of this Agreement shall be the responsibility of the Employer.

18.02 New Classifications

When a new classification which falls within the scope of the bargaining unit is established during the term of this Agreement the Employer shall establish a rate of pay and provide notification and a job description to the Union officer. If the Union fails to object, in writing, within thirty (30) calendar days of the date of the Employer's declared rate of pay, it shall be considered as established. If the Union objects and, by negotiation, succeeds in revising the rate of pay, it shall apply retroactively to the date the new classification was implemented. The agreed rate of pay and classification will be recorded in a letter of understanding and attached to the Collective Agreement.

- 18.03 If the parties are unable to agree on the rate of pay for the classification in question the dispute shall first be submitted to mediation in accordance with Article 31.15. If no settlement can be achieved at this step then the dispute may be submitted to arbitration.

- 18.04 If the Employer and the Union cannot agree on whether or not a new classification is within the scope of the Collective Agreement the matter shall be referred to the Labour Relations Board for a determination.

- 18.05 A copy of the current job description for each classification in the bargaining unit shall be supplied to the Union and a copy of the applicable job description to all existing Employees within thirty (30) days of the signing of this Agreement. All new Employees shall be provided a copy of the applicable job descriptions when they are hired.

18.06 Re-classification

- a) Where the Employer has significantly enhanced or increased the duties of a job description an Employee may file a written request for a review of their job description, classification and/or pay rate, with a copy to the Union. The Employer shall meet with the Employee and a Union officer to review the matter.
- b) The Employer's review will be communicated to the Employee and the Union in

writing and may or may not result in a revised job description, a re-classification and/or a revised rate of pay in accordance with Article 18.02.

- c) Where a review results in a re-classification for the Employee performing the duties, the position is not required to be posted.

#### ARTICLE 19- ANNUAL VACATION

19.01 All Permanent Employees shall receive vacation with pay as follows:

Two (2) weeks	After one (1) year of service
Three (3) weeks	After two (2) years of service
Four (4) weeks	After seven (7) years of service
Five (5) weeks	After fourteen (14) years of service
Six (6) weeks	After twenty-one (21) years of service

- 19.02 Vacation with pay for permanent part-time Employees shall be pro-rated based on the Employee's weekly hours of work averaged over the previous fifty-two (52) weeks.
- 19.03 Seasonal, Temporary and Casual Employees shall be paid vacation on each pay cheque on the basis of four percent (4%) of total earnings for the first two years, then six percent (6%) of total earnings after two years of service and beyond.
- 19.04 Vacation entitlement as per 19.01 and 19.02 shall be calculated and accrue from the date the Employee's date of hire as a permanent Employee with the Employer. Vacation entitlement will cease to accrue during periods of absence exceeding thirty (30) days.
- 19.05 A Permanent Employee shall be entitled to take up to two (2) weeks vacation at one time during the months of June to September. Employees shall be able to take their full vacation by mutual agreement between the Employer and the Employee at other times during the calendar year.
- 19.06 Permanent Employees may be able to take a vacation in excess of two (2) weeks during the months of June to September by mutual agreement between the Employer and the Employee. Application must be made to the Employer, in writing, prior to April 1<sup>st</sup> of that calendar year. Applications will be considered in order of seniority.
- 19.07 A vacation planner shall be posted at the landfill site, the town shop and the town office by April 1<sup>st</sup> of each year for Employees to select their vacation preference. The Employer shall post the vacation schedule by May 15<sup>th</sup>. Conflicts in vacation scheduling shall be settled on the basis of seniority provided the Employee has submitted their vacation request prior to April 30<sup>th</sup>.
- 19.08 If a statutory holiday falls or is observed during an Employee's vacation period, the Employee shall be granted an additional vacation day with pay to be taken at a later time.
- 19.09 Where an Employee provides proper documentation for being hospitalized or qualifies for bereavement leave during their vacation there shall be no deduction from vacation credits for the period of hospitalization or bereavement leave. The period of vacation so displaced shall

either be added to the Employee's vacation or reinstated for use at a later date, by mutual agreement.

- 19.10 Vacation time, except for carry over in accordance with article 19.11 shall normally be taken during the anniversary year after it was earned. Vacation time must be taken and will not be paid out.
- 19.11 An Employee shall be permitted to carry over a maximum of one (1) week vacation entitlement from one year to the next with written notification to the Employer. Carry over Vacation time shall be taken at a time mutually agreed by the Employer and the Employee. Where no mutual agreement can be reached the Employer reserves the right to schedule vacation for an Employee upon the provision of two (2) weeks written notice.

#### **ARTICLE 20-STATUTORY HOLIDAYS**

- 20.01 All full-time Employees shall be entitled to statutory holidays with pay in accordance with Article 20.07 as follows:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day Heritage Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	Christmas Float

and any additional days proclaimed by the Town or proclaimed by the provincial and/or federal government.

- 20.02 Permanent part-time Employees shall be paid 4.6% of their regular earnings, including paid vacation, in lieu of statutory holiday pay.
- 20.03 When a statutory holiday(s) fall on a Saturday or Sunday, the next scheduled workday(s) will be observed as the holiday.
- 20.04 The Christmas Float holiday will be the last working day before Christmas when Christmas falls on a Tuesday, Thursday, Friday or Saturday. When Christmas falls on a Monday, Wednesday, or Sunday, the Christmas Float holiday will be the day after Boxing Day.
- 20.05 An Employee who is assigned and who works on a statutory holiday shall be paid at the applicable overtime rate for all hours worked on the holiday, in addition to the statutory holiday pay.
- 20.06 Casual and seasonal employees shall not be eligible for statutory holiday pay:
- a) If the Employee has not worked for the Employer for a total of thirty (30) working days during the previous twelve (12) months; or
  - b) If the Employee has not worked on the working day of the holiday for five (5) out of nine (9) weeks prior to the statutory holiday.

20.07 An Employee shall not be eligible for statutory holiday pay when:

- a) the Employee has not worked for the Employer for a total of thirty (30) working days during the previous twelve (12) months;
- b) the Employee is on Workers' Compensation or on sick leave provided that the time is paid by WCB or sick leave benefit;
- c) the Employee is on an unpaid leave of absence;
- d) the Employee is absent on their scheduled working day immediately preceding or immediately following the statutory holiday, without approval of the Employer.

#### ARTICLE 21-SICK LEAVE

21.01 Definition: "Sick Leave" means the period of time a permanent Employee who comes under the terms of this Agreement is absent from work with full pay due to a bona fide illness and/or injury that does not come under the provisions of the Workers' Compensation Act.

21.02 Permanent Employees and Temporary Employees shall accrue sick leave on the basis of one (1) day for every month of work by the Employee, to a maximum of forty-eight (48) work days.

21.03 Sick leave accrual for part-time Employees shall be pro-rated.

21.04 An Employee shall be entitled to use up to five (5) days with pay per year from their sick leave accrual to care for the needs of a spouse, child or parent who is ill.

21.05 Sick leave credits shall not accumulate during periods of lay-off, leaves of absence, or during periods of Long Term Disability or injury for which an Employee is entitled to benefits under the Workers' Compensation Act.

21.06 Sick leave credits shall be maintained from year to year and remain to the Employees credit during period of lay-off, leaves of absence, when the Employee is entitled to benefits under weekly indemnity, Long Term Disability or during periods for which an Employee is entitled to Workers' Compensation.

21.07 a) Sick pay shall be at the Employee's regular rate of pay and all days shall be deducted from the Employee's sick leave credit accumulation. If the Employee is absent for less than one full day the deduction shall be for the number of hours the Employee is absent.

b) An Employee may use their sick leave credits in order to attend doctor, dentist, or eye examination appointments and deductions from the sick leave credits shall be based on the accrued time away from work. The Employee's immediate supervisor must grant prior approval.

21.08 Employees who are unable to report for work due to illness or injury shall notify their Immediate Supervisor before the scheduled start of their shift or leave word at the Town

Office. Failure by an Employee to comply with the requirements of the foregoing may result in the Employee losing entitlement to pay for the absence. The Employee's supervisor shall also be contacted on each additional day of absence. If an Employee is absent for more than three (3) consecutive days due to illness or injury, a Physician's statement shall be provided verifying the disability. Such verification may be requested for other sick leave absences and may be required as a condition to receive sick leave benefits.

- 21.09 Employees off work due to injury shall only return to work upon proof that the Employee is capable of performing the full range of duties and responsibilities of their position in the form of a doctor's statement. The cost of the doctor's statement will be paid by the Employer.
- 21.11 Employees that retire and/or resign shall receive from the Town of Three Hills a pay-out of their accumulated sick bank based on the following:
- After twenty years of service – 50% pay-out of accumulated sick days
- 21.12 An Employee automatically reverts to weekly indemnity benefits as determined by the carrier's policy and will not be entitled to use sick credits when entitled to weekly indemnity benefits.
- 21.13 The Employer may require that an Employee be examined by an independent medical practitioner where:
- a) there has been a long frequent absence from work due to illness,
  - b) there is apparent misuse of sick leave, or
  - c) there is concern about the Employee's ability to satisfactorily perform his required duties, due to disability or illness.

The Employer will pay for such examination(s).

## **ARTICLE 22- WORKERS' COMPENSATION**

- 22.01 If an Employee sustains an injury in the course of his duties with the Employer which cause him to be absent from work and as a result is eligible to receive Workers' Compensation, he shall be paid his regular wages during the period he is required to remain off work up to ninety (90) consecutive work days. During the compensable period the Employee shall sign over to the Employer all monies received from Workers' Compensation.
- 22.02 The eligibility period specified in 22.01 shall not apply in the event of a reoccurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Employee has been back to work for ninety (90) days or more.
- 22.03 Where the Employer has reason to believe an Employee is not capable of returning to their former position, the Employer may request a medical certificate from the Employee's or the Workers' Compensation Doctor to verify the Employee is fit to return to work. Information provided to the Employer will only be that which is directly related to the injury or illness covered by Workers' Compensation and only to the extent of whether or not the Employee is capable of performing the work required. The cost of such medicals will be borne by the Employer.
- 22.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting provisions of the Agreement.

## ARTICLE 23- LEAVE OF ABSENCE

- 23.01 A leave of absence may be approved by the Employer for an Employee to be absent from work without pay for a definite period of time.
- 23.02 All requests for leave shall be made in writing to the Employer at least ten (10) working days in advance of the leave commencing, except in situations of an unforeseen or emergency nature, in which case the Employee's request shall be made as soon as they become aware of the situation which prompted the request for the leave.
- 23.03 When an Employee is granted a leave of absence without pay in excess of thirty (30) days or is in receipt of Long Term Disability, the Employee shall have the option of continuing their Health Benefit coverage provided the Employee pays the Employer and Employee share of the benefit premiums.
- 23.04 An Employee on leave of absence, without pay in excess of thirty (30) days or is in receipt of Long Term Disability shall not accrue seniority, sick leave or vacation entitlement, however all entitlements accumulated will remain intact.
- 23.05 An Employee shall be granted one (1) day with pay to attend to the birth or adoption of their child.
- 23.06 Maternity/Parental/Adoption leave shall be granted in accordance with the Employment Standards Code of Alberta.
- 23.07 Bereavement  
In the event of death in the family, a permanent Employee so bereaved shall be allowed time off from work without loss of pay according to the following guidelines:
- a) Permanent Employees shall be provided bereavement leave up to a maximum of five (5) days with pay upon the death of a spouse, child, sibling, grandparent, grandchild, parent or spouse's parent.
  - b) Three (3) days of bereavement leave with pay shall be provided upon the death of a grandparents of the spouse, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
  - c) If the Employee requires extra time for travel, the Employee may apply for traveling time up to a maximum of two (2) additional paid days. Such time shall be granted at the discretion of the Employer but shall not be unreasonably denied.
  - d) Spouse is defined as current spouse, including common-law spouse and same gender partner.
  - e) When an Employee qualifies for bereavement leave, as described in Article 23.07, during their annual vacation, there shall be no deduction from the employee's vacation credits for such period. At the Employee's option, such bereavement leave may either be added to the annual vacation period or reinstated for use at a later date.
- 23.08 An Employee shall be entitled to one (1) working day without loss of pay and benefits to attend

the funeral of an aunt, uncle, niece, nephew, or close personal friend.

23.09 An Employee may request to use vacation, leave of absence without pay or any other entitlement as agreed by the Employer in addition to the bereavement leave specified.

23.10 Jury or Witness Duty Leave

An Employee shall be granted a leave of absence without loss of benefits to serve as a juror or witness in court. The Employer shall pay the Employee the difference between their normal earnings and the payment the Employee receives for jury or witness service, excluding payment for travel, meals or other expenses. The Employee will present proof of service and the amount of pay received.

23.11 Time spent by an Employee required to serve as a court witness in any matter arising out of their employment with the Town shall be considered as time worked at their appropriate rate of pay.

23.12 Compassionate Care Leave

An Employee shall be granted an unpaid leave for up to eight (8) weeks, in accordance with the provisions of the Employment Insurance Compassionate Care Benefit Plan, to care for a near relative who has a serious medical condition with a significant risk of death. The Employee will accrue vacation, sick leave entitlement and seniority. Further, where such leave is for a period in excess of thirty (30) days, the Employee may choose to continue their benefit and pension coverage by pre-paying both the Employee and Employer share of benefit premiums. On return from leave, Employees will be placed in their former position.

23.13 Permanent Employees shall be entitled to a one (1) personal day off with pay per calendar year to be taken at any time during the year, subject to operational requirements; this leave shall not be unreasonably withheld.

**ARTICLE 24- MATERNITY/PARENTAL/ADOPTION LEAVE**

24.01 Maternity/Parental/Adoption leave shall be granted in accordance with the Employment Standards Code of Alberta.

24.02 An Employee who is on Maternity/Parental/Adoption leave shall accrue seniority.

**ARTICLE 25- EMPLOYEE BENEFITS**

25.01 All permanent Employees who work twenty-five (25) hours or more per week on a regular basis shall be covered for health benefits as follows:

1. The Employer shall pay one hundred percent (100%) of the premiums of the following benefits:
  - Extended Health and Dental
  - Group Life Insurance and Accidental Death and Dismemberment

- Direct Bill Prescription Card for Drug Purchases
2. The Employee shall pay one hundred percent (100%) of the premiums of the following:
    - Weekly Income Benefits
    - Long Term Disability
  3. Dependent Life and Optional Life Insurance  
The Employee shall pay one hundred percent (100%) of the premiums.
- 25.02 Participation in the health benefits shall be compulsory for all new Employees unless they provide proof of similar or superior coverage elsewhere.
- 25.03 **Local Authorities Pension Plan**
- Following three (3) months of service, all permanent Employees who work twenty-five (25) hours per week or more shall participate in the Local Authorities Pension Plan, with contributions by the Employee and the Employer as determined by the Plan.
- 25.04 The Parties agree that the coverage described in Article 25 shall not fall below the current levels if the Employer changes to a different benefit carrier or re-negotiates with the current benefit carrier.

**ARTICLE 26- HEALTH AND SAFETY**

- 26.01 A Health and Safety Committee shall be established as per Town policy. One (1) bargaining unit Employee on the Health and Safety Committee shall be designated to represent the Union.
- 26.02 The Minutes of the meetings shall be posted on the Union bulletin boards.

**ARTICLE 27- PROTECTIVE CLOTHING**

- 27.01 All permanent and temporary outside Employees shall be issued two (2) pairs of coveralls, in the first year of employment and issued additional pairs on an as needed basis upon return of the worn or damaged pair thereafter. Coveralls shall remain the property of the Employer.
- 27.02 One (1) pair insulated coveralls or canvas covered snowsuit shall be provided upon request to permanent outside Employees for their use while working, and shall be replaced every two (2) or years as required. Coveralls remain the property of the Employer.
- 27.03 Permanent and temporary Employees requiring safety footwear shall be reimbursed up to one hundred and fifty dollars (\$150.00) upon proof of purchase of C.S.A. approved safety foot wear per calendar year. The above amount may be carried over from one calendar year to the next to a maximum value of three hundred dollars (\$300.00). Permanent and Temporary Employees requiring work gloves shall be issued work gloves as required.
- 27.04 Permanent outside Employees whose work requires them to work in the rain shall be issued one (1) pair of rain suit in the first year of employment and issued additional pairs on an as

needed basis upon return of the worn or damaged pair thereafter. Rain suits shall remain the property of the Employer.

#### **ARTICLE 28 - TRAINING AND STAFF DEVELOPMENT**

- 28.01 Where the Employer determines that a program of training or staff development is required for Employees, or where the Employer approves an Employee's application for training or staff development, funds will be dispersed in accordance with existing staff development policies to the extent of the budget available. The Employer shall respond, in writing, to all employees request for training. If the written response is negative, the reasons shall be outlined in the response.
- 28.02 General training for new Employees and for job requirements shall be offered to Employees who require the training.
- 28.03 Where there is a need to train Employees for advancement or promotion to a higher classification, senior Employees will have the first opportunity to successfully complete the training.
- 28.04 Where a permanent Employee is scheduled to complete mandatory training, or participate in work related seminars, as required by the Employer on a scheduled day off or outside the Employee's normal hours of work, the Employee will receive their basic rate of pay for all hours in attendance at these sessions.
- 28.05 Employees taking training or attending seminars approved by the Employer out of town will be paid the Employee's regular daily rate of pay for all hours in attendance at these sessions plus expenses for meals, accommodations and travel costs. Employees required to travel prior to or after these training shall be compensated at their regular rate of pay.

#### **ARTICLE 29- LAYOFFS AND RECALL**

- 29.01 Layoff is defined as a reduction in the workforce or a reduction in regular hours of work.
- 29.02 Permanent Employees who are laid off shall receive thirty (30) days notice or pay in lieu of notice except in cases of temporary lay-off as defined by the Employment Standards Code.
- 29.03 Layoffs shall occur in reverse order of seniority within the department affected by the layoff, that is, the least senior Employee shall be the first Employee laid off within the department, provided that the remaining Employees have the required knowledge, abilities and skills to perform the remaining work. In the event of a layoff the Employer will have the final decision as to which Employees have the required knowledge, abilities and skills to perform the remaining work.
- 29.04 Employees shall be recalled in the order of their seniority providing they have the required knowledge, abilities and skills to perform the remaining work.
- 29.05 An Employee who does not return from layoff as required, or has been laid off for a period of

twelve (12) months, shall no longer be considered an Employee.

#### **ARTICLE 30- DISCIPLINE AND DISMISSAL**

- 30.01 All discipline shall be issued in a timely manner. Depending on the nature and circumstances of an incident, discipline will normally be progressive and bear a reasonable relationship to the violation.
- 30.02 With the exception of verbal warnings, when an Employee is to be disciplined or dismissed by the Employer, the Employee shall be advised that they have the right to have a Union Officer present.
- 30.03 An Employee shall be given written particulars of a written warning, suspension or discharge. No letter of discipline may be placed on an Employee's personnel file without the Employee's knowledge.
- 30.04 Copies of all written warnings, notices of suspensions or discharge shall be provided to the Union, provided that the Employee has applied their signature indicating that the document has been read.
- 30.05 Upon expiration of eighteen (18) months from the date of a letter of discipline, the letter shall be removed from the Employee's personnel file.
- 30.06 No Employee shall be disciplined or dismissed without just cause. Certain infractions and serious incidents may warrant foregoing progressive discipline. In such cases, the Employee could face immediate suspension or termination with no preliminary warnings being issued.

#### **ARTICLE 31- GRIEVANCE PROCEDURE**

- 31.01 A Grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.
- 31.02 An Employee may have the assistance of a Union Officer at any time during the Grievance and Arbitration Procedure. The CUPE National Representative may assist an Employee commencing at Step 2.
- 31.03 For the purpose of this Article, the time limits shall be working days Monday to Friday, exclusive of Statutory Holidays.
- 31.04 By mutual agreement between the parties, the time limits specified in this Article may be extended at any Step.
- 31.05 Should the Employee or the Union fail to comply with any of the time limits specified in this Article, the Grievance will be considered to be abandoned.
- 31.06 Should the Employer fail to comply with any time limits specified in this Article, the Grievance shall automatically move to the next Step on the day following the expiry of the particular time limit.

- 31.07 During any and all Grievance proceedings the Employee shall continue to perform his duties, except in cases of suspension or dismissal.
- 31.08 Suspension or dismissal Grievances, Grievances involving more than one Employee, and policy Grievances shall commence at Step 2.
- 31.09 In the absence of the Employee's immediate supervisor, the Grievance shall commence at Step 2.
- 31.10 **Grievance Steps**

Step 1

An Employee, with or without the assistance of a Union Officer shall first seek to settle the dispute in discussion with their Immediate Supervisor within seven (7) days from the date of the incident giving rise to the Grievance, or from the time the Employee first became aware of or reasonably should have become aware of such incident.

If the Immediate Supervisor is unable to resolve the grievance to the satisfaction of the Employee within seven (7) days, the grievance shall be submitted in writing, identifying the incident, the provisions of the Agreement allegedly violated and the remedy requested to the Town Manager at Step 2 within ten (10) days.

Step 2

The Town Manager shall hold a hearing within ten (10) days of receiving the Grievance. The hearing shall include the grievor, a Union Officer, and may include the CUPE National Representative. The Town Manager will provide a written decision on the Grievance within ten (10) days of the hearing.

Step 3

Failing satisfactory settlement at Step 2, the grievance may be referred to Arbitration pursuant to the Alberta Labour Relations Code (single arbitrator) within twenty (20) days of receipt of the Step 2 decision.

- 31.11 A Grievance may, upon agreement of both parties be submitted to Mediation. However, if Mediation is not agreed to by both parties, or if mediation fails to settle the dispute the grievance shall proceed to arbitration. Should the dispute proceed to Mediation, the parties shall share equally the costs of the Mediator.
- 31.12 The Arbitrator shall hear and determine the difference and shall issue an Award in writing. The decision of the Arbitrator is final and binding upon the parties and upon any Employee affected by it.
- 31.13 The Employer and the Union shall each bear 50% of the total cost of the Arbitrator.
- 31.14 The Arbitrator shall not have the power to alter or amend any provision of this Agreement or to substitute any provision or to give any decision inconsistent with the terms of this Agreement.

31.15 Where the Arbitrator determines that an Employee has been suspended or dismissed unjustly the Employer may be directed to reinstate the Employee and pay to the Employee a sum equal to lost wages or such lesser sum as in the opinion of the Arbitrator is fair and reasonable. The Arbitrator may also make such other directives varying the penalty as it considers fair and reasonable.

#### **ARTICLE 32- WAGES AND CLASSIFICATIONS**

32.01 Wages and classifications as listed in Appendix "A" and "B" shall form part of this Collective Agreement.

#### **ARTICLE 33- PERFORMANCE EVALUATION**

33.01 The policy for Performance Evaluation developed and implemented under the terms of the Employer's Personnel Policy shall apply to all permanent Employees coming under the scope of this Agreement.

33.02 Employees shall have the right to grieve their performance evaluation up to and including Step 2 of the Grievance Procedure.

33.03 When, in the opinion of management there arises a change in the Employee's quality of work, work habits, interpersonal relations, and adaptability to job conditions, an unscheduled performance evaluation will be completed in the same manner as a regular annual report.

33.04 An Employee's evaluation shall not be released by the Employer to any person without the written consent of the Employee, except as required by law.

#### **ARTICLE 34- RESIGNATION**

34.01 Employees leaving the employment of the Town of Three Hills, as a courtesy should make every effort to inform the Employer two (2) weeks prior, in writing, to the effective date. If such notice is not possible the Employee should give as much advance notice to the Employer as possible.

34.02 The Employer may request that an Employee leaving the employment of the Town of Three Hills to attend an exit interview. Any matters discussed at such interview will be confidential and will not be discussed with, or released to, any other person or any other Employer.

#### **ARTICLE 35- LABOUR MANAGEMENT COMMITTEE**

35.01 The parties agree to establish a joint Labour Management Committee consisting of two bargaining unit Employees as designated by the Union and two Employer representatives to discuss matters of mutual interest.

35.02 The committee shall meet at least every three (3) months or as called by mutual consent with forty-eight (48) hours advance notice.

35.03 The committee shall have the authority to file written recommendations to the Town Council.

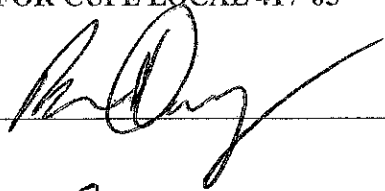
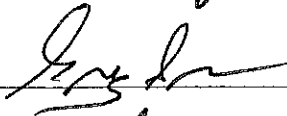

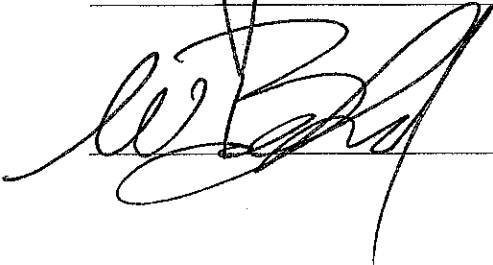
35.04 The committee will concern itself with the following general matters:

- a) Share information related to the Town and its operations;
- b) Discuss in a constructive manner suggestions that could possibly improve and extend services to the public and build better relations between the Employer and Employees;
- c) Respond and seek resolution of complaints and differences other than formal grievances.
- d) By mutual agreement and with the assistance of the CUPE National Representative, discuss issues not covered by the terms of the Collective Agreement and seek resolution through a Letter of Understanding which would be subject to ratification by the parties and be appended to the Collective Agreement.
- e) Other matters of mutual interest that may arrive from time to time.

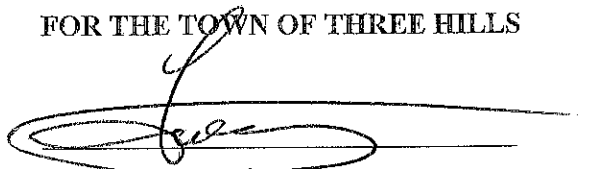
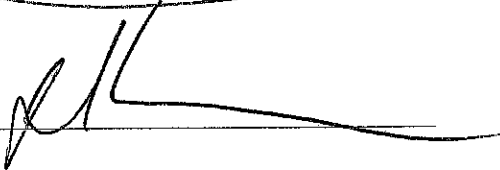

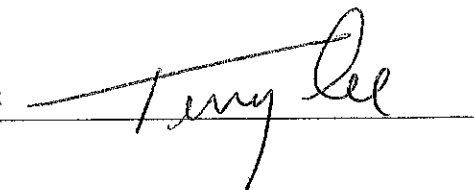
35.05 The Labour Management Committee shall have no authority to deal with any grievances arising out of the terms of the Agreement, and shall not have the authority to alter, amend or waive any provisions of the Collective Agreement.

Signed this 13 day of December, 2011.

FOR CUPE LOCAL 417-05

  
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FOR THE TOWN OF THREE HILLS

  
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## APPENDIX "A"

### RATES OF PAY OUTSIDE WORKERS

CLASSIFICATION LEVEL	YEAR	Probation	Step 1	Step 2	Step 3	Step 4	Step 5
<b><u>UTILITIES</u></b>							
Utilities Coordinator	2012 - 3%	27.49	28.17	28.90	29.62	30.35	31.12
	2013 - 3%	28.31	29.02	29.77	30.51	31.26	32.05
	2014 - 3%	29.16	29.89	30.66	31.43	32.20	33.01
Utility Operator II	2012 - 3%	24.57	25.24	25.91	26.62	27.33	28.07
	2013 - 3%	25.31	26.00	26.69	27.42	28.15	28.91
	2014 - 3%	26.07	26.78	27.49	28.24	28.99	29.78
Utility Operator I	2012 - 3%	21.05	21.65	22.25	22.88	23.51	24.16
	2013 - 3%	21.68	22.30	22.92	23.57	24.22	24.88
	2014 - 3%	22.33	22.97	23.61	24.28	24.95	25.63
<b><u>PUBLIC WORKS</u></b>							
PW Coordinator	2012 - 3%	24.57	25.18	25.81	26.46	27.13	27.81
	2013 - 3%	25.31	25.94	26.58	27.25	27.94	28.64
	2014 - 3%	26.07	26.72	27.38	28.07	28.78	29.50
Equipment Operator II	2012 - 3%	21.65	22.23	22.82	23.44	24.07	24.73
	2013 - 3%	22.30	22.90	23.50	24.14	24.79	25.47
	2014 - 3%	22.97	23.59	24.21	24.86	25.53	26.23
Equipment Operator I	2012 - 3%	19.89	20.48	21.06	21.68	22.30	22.95
	2013 - 3%	20.49	21.09	21.69	22.33	22.97	23.64
	2014 - 3%	21.10	21.72	22.34	23.00	23.66	24.35
<b><u>LANDFILL</u></b>							
Waste Management I	2012 - 3%	17.84	18.31	18.81	19.31	19.84	20.37
	2013 - 3%	18.38	18.86	19.37	19.89	20.44	20.98
	2014 - 3%	18.93	19.43	19.95	20.49	21.05	21.61
<b><u>RECYCLE</u></b>							
Waste Management II	2012 - 3%	19.89	20.48	21.06	21.68	22.30	22.95
	2013 - 3%	20.49	21.09	21.69	22.33	22.97	23.64
	2014 - 3%	21.10	21.72	22.34	23.00	23.66	24.35
Labourer	2012 - 3%	15.20	15.61	16.05	16.47	16.91	17.37
	2013 - 3%	15.66	16.08	16.53	16.96	17.42	17.89
	2014 - 3%	16.13	16.56	17.03	17.47	17.94	18.43

**PARKS & RECREATION**

Maintenance Operator I	2012 - 3%	20.18	20.74	21.33	21.95	22.56	23.21
	2013 - 3%	20.79	21.36	21.97	22.61	23.24	23.91
	2014 - 3%	21.41	22.00	22.63	23.29	23.94	24.63

Note: The probation step applies during the probationary period. Employees who successfully complete probation will advance to Step 1 where they will remain for the remainder of their first year of employment from the first day of hire with the Employer. Employees shall move to the next Step on the Employees Anniversary date. Provided Employees receive an annual performance review indicating satisfactory performance in all of the duties assigned in the Employee's classification description, they will progress through Steps 2-5 annually thereafter.

Where a new Employee is hired for a position for which they do not possess all of the required certifications and/or licenses for the position, the Employee shall remain at the probation rate for the required period and then advance to the Step 1 level of that classification until such time as those credentials are in place. If, after twenty-four (24) months, the Employee has failed to obtain such credentials, the Employee will be demoted to a vacant position in the lower classification in which a vacancy exists, if any, for which they are qualified or, where no such vacancy exists, they Employee will cease to be employed with the Town. An Employee shall receive back pay to the date the Employee was certified.

Where an existing Employee is promoted to a higher classification for which they do not possess all of the required certification and/or licenses for the promoted position, the Employee shall remain at the probation rate of that classification or the step of the grid which results in the smallest increase over and above their current rate of pay, whichever results in the lesser increase, until such time as those credentials are in place. If, after twenty-four (24) months, the Employee has failed to obtain such credentials, the Employee will be returned to their former classification. Once the Employee has achieved the requirements for the position he/she shall be place on the appropriate step of the wage grid for that classification taking into account time spent in training.

The Employer reserves the right to place a new-hire at any of the first three (3) steps of the pay grid for any given classification having regard for recruitment issues and experience.

**RATES OF PAY  
INSIDE WORKERS**

CLASSIFICATION LEVEL	YEAR	Probation	Step 1	Step 2	Step 3	Step 4	Step 5
<b><u>ADMINISTRATION</u></b>							
Administrative Clerk I	2012 - 3%	17.84	18.31	18.81	19.31	19.84	20.37
	2013 - 3%	18.38	18.86	19.37	19.89	20.44	20.98
	2014 - 3%	18.93	19.43	19.95	20.49	21.05	21.61
Administrative Clerk II	2012 - 3%	19.89	20.48	21.06	21.68	22.30	22.95
	2013 - 3%	20.49	21.09	21.69	22.33	22.97	23.64
	2014 - 3%	21.10	21.72	22.34	23.00	23.66	24.35
Administrative Clerk III	2012 - 3%	22.81	23.41	24.05	24.69	25.33	26.00
	2013 - 3%	23.49	24.11	24.77	25.43	26.09	26.78
	2014 - 3%	24.19	24.83	25.51	26.19	26.87	27.58

Note: The probation step applies during the probationary period. Employees who successfully complete probation will advance to Step 1 where they will remain for the remainder of their first year of employment from the first day of hire with the Employer. Employees shall move to the next Step on the Employees Anniversary date. Provided Employees receive an annual performance review indicating satisfactory performance in all of the duties assigned in the Employee's classification description, they will progress through Steps 2-5 annually thereafter.

The Employer reserves the right to place a new-hire at any of the first three (3) steps of the pay grid for any given classification having regard for recruitment issues and experience.

## APPENDIX "B" EMPLOYMENT CLASSIFICATIONS

### OUTSIDE EMPLOYEES

#### UTILITIES COORDINATOR

##### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will be to function as a "working foreman" or "lead hand" by assisting the Manager of Operations & Infrastructure, as required, with the coordination and supervision of other Utilities Employees. Duties may also involve responsibility for specific tasks, projects or reports.

#### UTILITY OPERATOR II

##### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will be to operate and maintain the Town water and wastewater utility under the direction of the Operations Manager. The secondary function of this classification will involve occasional assistance with other public works operations. Work in either function may involve the use of equipment and the occasional supervision of a small crew of skilled or unskilled workers. Employees may receive daily assignments or be given responsibility over specific tasks or projects.

#### UTILITY OPERATOR I

##### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will be to assist in the operation and maintenance of the Town water and wastewater utility under the direction of the Operations Manager. The secondary function of this classification will involve occasional assistance with other public works operations. Employees may receive daily assignments or be given responsibility over specific tasks or projects.

#### PUBLIC WORKS COORDINATOR

##### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will be to function as a "working foreman" or "lead man" by assisting the Manager of Operations & Infrastructure, as required, with the coordination & supervision of other public works Employees. Duties may also involve responsibility for specific tasks, projects or reports.

#### EQUIPMENT OPERATOR II

##### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will involve the operation and

maintenance of the Town's heavy equipment under the direction of the Operations Manager. The secondary function of this classification will be to assist in the operation and maintenance of the Town water and wastewater utility. Work in either function may involve the use of equipment and the occasional supervision of a small crew of skilled or unskilled workers. Employees will receive daily instruction or be given responsibility over specific tasks or projects.

#### EQUIPMENT OPERATOR I

##### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will be to assist in the operation and maintenance of the Town's heavy equipment under the direction of the Operations Manager. The secondary function of this classification will involve occasional assistance with the operation and maintenance of the Town water and wastewater utility operation. Employees will receive daily instruction or may be given responsibility over specific tasks or projects.

#### WASTE MANAGEMENT ATTENDANT I

##### CLASSIFICATION STATEMENT: I - Landfill

The primary function of Employees in this classification will be to assist in the operation and maintenance of the Town's waste management facilities under the direction of the Operations Manager. The secondary function of this classification will involve occasional assistance with other public works operations. Work in either function may involve the use of equipment and the occasional supervision of a small crew of skilled or unskilled workers. Employees may receive daily instruction or be given responsibility over specific tasks or projects.

#### WASTE MANAGEMENT ATTENDANT II - Recycling

##### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will be to assist in the operation and maintenance of the Town's waste management facilities under the direction of the Operations Manager. The secondary function of this classification will involve occasional assistance with other public works operations. Work in either function may involve the use of equipment and the occasional supervision of a small crew of skilled or unskilled workers. Employees may receive daily instruction or be given responsibility over specific tasks or projects.

#### LABOURER

##### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will be to assist the Operations Manager in various public works, recreation and waste management operations. Work may involve manual labour or monitoring duties. Employees may receive daily assignments or be given responsibility over specific tasks or projects.

## PARKS AND RECREATION MAINTENANCE OPERATOR I

### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will be to assist in the operation and maintenance of the Town parks, green areas and recreation facilities & grounds under the direction of the Manager of Development & Community Services. The secondary function of this classification will involve occasional assistance with other public works and utility operations. Employees may receive daily assignments or be given responsibility over specific tasks or projects.

## INSIDE EMPLOYEES

### ADMINISTRATIVE CLERK I

#### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will be to serve the public. The secondary function of this classification will be to assist the Town and/or RCMP Administration. Work in either function may involve the use of computer equipment, computer software and public relations skills. Employees may receive daily assignments or be given responsibility over specific tasks or projects.

### ADMINISTRATIVE CLERK II

#### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will involve assisting the Town and/or RCMP Administration. The secondary function of this classification will be to assist in serving the public. Work in either function may involve the use of computer equipment, computer software and public relations skills. Employees may receive daily assignments or be given responsibility over specific tasks or projects.

### ADMINISTRATIVE CLERK III

#### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will function as a "senior administrative clerk" by assisting the Director of Finance and Administration, as required. The employee will be also required to perform specific financial, accounting and reporting duties as assigned by the Director of Finance and Administration.

## CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION: Utility Operator I  
DEPARTMENT: Public Works  
JOB STATUS: Full Time / Part Time  
SUPERVISOR: Manager of Operations & Infrastructure  
REGULAR HOURS: 8 hours per day, Monday to Friday, 40 hours per week

### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will be to assist in the operation and maintenance of the Town water and wastewater utility under the direction of the Operations Manager. The secondary function of this classification will involve occasional assistance with other public works operations. Employees may receive daily instruction or be given responsibility over specific tasks or projects.

### TYPICAL DUTIES:

1. Assist in the operation and maintenance, on a daily basis, of a portion of the Town water and wastewater utility as assigned;
2. May be required to assist in making regular checks and / or assist in undertaking minor repairs and / or standard maintenance procedures on any water and wastewater utility equipment;
3. May be required to install and repair, water/sewer lines & services, meters, pumps, etc.;
4. May be required to operate various pieces of equipment such as sewer flusher, sewer camera, bobcat, backhoe, single axle trucks, etc.
5. May be required to occasionally assist and work with a small crew of employees on designated projects;
6. May be required to participate in annual programs such as: snow removal, tree trimming, signage, line painting and asphalt crack filling;
7. May be required to assist with the operation and maintenance of public works, recreation or waste management facilities;
8. May be required to take a regular shift in the "stand-by" rotation;
9. Assist in record keeping and report preparation as required.
10. May be asked to perform other duties as may be assigned from time to time.

### KNOWLEDGE, ABILITY AND SKILLS:

1. Successful completion of a Grade 12 diploma or GED certificate;
2. The ability to communicate effectively with the public, supervisors and co-workers;
3. A minimum of five years of experience in the repair and maintenance of water and wastewater utility systems or an equivalent combination of education and experience;
4. Must qualify for and maintain the following certification:  
Level I - Water Distribution;  
Level I - Water Treatment;  
Level I - Wastewater Collection;  
Level I - Wastewater Treatment;
5. The ability to effectively and efficiently operate all of the following pieces of equipment:  
sewer flusher, sewer camera, bobcat, backhoe, single axle trucks, etc.;
6. The ability to understand oral and written instructions;

7. The ability to operate the utility computer control system;
8. A valid Class V Driver's License with air ticket;

## CLASSIFICATION DESCRIPTION

CLASSIFICATION: Utility Operator II  
DEPARTMENT: Public Works  
JOB STATUS: Full Time / *Part Time*  
SUPERVISOR: Manager of Operations & Infrastructure  
REGULAR HOURS: 8 hours per day, Monday to Friday, 40 hours per week

### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will be to operate and maintain the Town water and wastewater utility under the direction of the Operations Manager. The secondary function of this classification will involve occasional assistance with other public works operations. Work in either function may involve the use of equipment and the occasional supervision of a small crew of skilled or unskilled workers. Employees may receive daily instruction or be given responsibility over specific tasks or projects.

### TYPICAL DUTIES:

1. Operate and maintain, on a daily basis, a portion of the Town water and wastewater utility as assigned;
2. May be required to make regular checks and / or undertake minor repairs and / or standard maintenance procedures on any or all water and wastewater utility equipment;
3. May be required to install and repair, water/sewer lines & services, meters, pumps, etc.;
4. May be required to operate various pieces of equipment such as sewer flusher, sewer camera, bobcat, backhoe, single axle trucks, etc.
5. May be required to occasionally supervise and work with a small crew of Employees on designated projects;
6. May be required to participate in annual programs such as: snow removal, tree trimming, signage, line painting and asphalt crack filling;
7. May be required to assist with the operation and maintenance of public works, recreation or waste management facilities;
8. May be required to take a regular shift in the "stand-by" rotation;
9. Keep accurate records and prepare required reports in an efficient and timely manner;
10. May be asked to perform other duties as may be assigned from time to time.

### KNOWLEDGE, ABILITY AND SKILLS:

1. Successful completion of a Grade 12 diploma or GED certificate;
2. The ability to communicate effectively with the public, supervisors and co-workers;
3. A minimum of ten years of experience in the repair and maintenance of water and wastewater utility systems or an equivalent combination of education and experience;
4. Must qualify for and maintain the following certifications:  
Level II - Water Distribution  
Level II - Water Treatment  
Level II - Wastewater Collection  
Level I - Wastewater Treatment;
5. The ability to effectively and efficiently operate all of the following pieces of equipment: sewer flusher, sewer camera, bobcat, backhoe, single axle trucks, etc.;

6. The ability to understand oral and written instructions;
7. The ability to organize small work projects and supervise small crews of skilled or unskilled workers;
8. Shall have a valid Class V Driver's License with air ticket;
9. The ability to operate the utility computer control system;
10. Ability, knowledge and skill in operation and maintenance of sewer lift stations, water treatment plants, booster and pump stations, reservoirs, etc., and general knowledge of related electrical equipment.

## CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION: Utilities Coordinator

DEPARTMENT: Utilities

JOB STATUS: Full Time

SUPERVISOR: Manager of Operations & Infrastructure

REGULAR HOURS: 8 hours per day, Monday to Friday, 40 hours per week

### CLASSIFICATION STATEMENT:

The Employee in this classification will function as a "working foreman" or "lead hand" by assisting the Manager of Operations & Infrastructure, as required, with the coordination and supervision of other Utilities Employees. Duties may also involve responsibility for specific tasks, projects or reports.

### TYPICAL DUTIES:

1. Coordinate and assist in the supervision of other Utilities Department Employees as requested;
2. Take responsibility for specific tasks, duties and functions within the Utilities Department;
3. May be required to assist with the operation and maintenance of public works and recreation facilities;
4. Proficient operation and coordination of all of the following pieces of equipment: single axle dump trucks, Harben Sewer Flusher, Skid Steer, Case Backhoe, Backhoe Tamper etc. as may be required;
5. May be required to undertake minor repairs and standard maintenance procedures on all applicable equipment;
6. Will be required to make regular checks on the operations of storm lift station, wastewater lift stations, town water pump house and operations of the water treatment plant. and make necessary repairs to storm drainage or infrastructure as directed;
7. May be required to undertake the maintenance and repair of surface improvements such as sidewalks, curbs, gutters & drainage structures, pavement & gravel roadways, etc.;
8. May be required to undertake and participate in annual programs such as: snow removal, tree trimming, signage, line painting and asphalt crack filling;
9. Keep accurate records and prepare required reports in an efficient and timely manner;
10. May be required to take a regular shift in the "stand-by" rotation;
11. Other duties as may be assigned from time to time by the Manager of Operations & Infrastructure.

### KNOWLEDGE, ABILITY AND SKILLS:

1. Grade 12 Diploma or GED certificate;
2. Possess strong organizational, interpersonal and written communication skills;
3. The ability to organize, coordinate and supervise skilled or unskilled workers;
4. The ability to use discretion regarding confidential matters;
5. The ability to communicate effectively with the public, supervisors and co-workers;
6. Good public relations skills;
7. A minimum of five years of experience in the construction, maintenance, and operations drainage facilities, Water Treatment plant, Wastewater lift stations and collections systems, wastewater treatment system (lagoons), water distribution system.
8. Ability to undertake minor repairs and standard maintenance procedures on all applicable

- equipment;
9. Must qualify for and maintain a Wastewater and Water Operators Certificate Level II;
  10. The ability to effectively and efficiently operate all of the following pieces of equipment: sewer flusher, sewer camera, bobcat, backhoe, single axle trucks, etc.;
  11. The ability to understand oral and written instructions;
  12. Shall have and maintain a valid Class V Driver's License with air brake endorsement.

## CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION: Waste Management Attendant I - Landfill  
DEPARTMENT: Public Works  
JOB STATUS: Full Time /*Part time*  
SUPERVISOR: Manager of Operations & Infrastructure  
REGULAR HOURS: 8 hours per day, Monday to Friday, 40 hours per week

### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will be to assist in the operation and maintenance of the Town's Waste Management Facilities under the direction of the Operations Manager. The secondary function of this classification will involve occasional assistance with other public works operations. Work in either function may involve minimal use of waste management equipment and the occasional supervision of a small crew of skilled or unskilled workers. Employees may receive daily instruction or be given responsibility over specific tasks or projects.

### TYPICAL DUTIES:

1. Assist in the day to day operation and maintenance of the Town's Landfill Site and occasionally in the operation and maintenance of the Town's Recycling Depot as required;
2. Operation of the landfill truck scale, ticket printer and other computerized equipment;
3. Keep accurate records and prepare required reports in an efficient and timely manner;
4. Limited operation of waste management related equipment such as skid steer loaders, single axle dump trucks, light duty trucks, fork lifts, hydraulic bailers, paper cutters, etc. as may be required;
5. Limited requirement to assist with the operation and maintenance of public works, recreation or water and sewer facilities;
6. Limited requirement to assist with minor repairs;
7. Other duties as may be assigned from time to time.

### KNOWLEDGE, ABILITY AND SKILLS:

1. Successful completion of a grade 12 diploma or GED certificate;
2. The ability to communicate effectively with the public, supervisors and co-workers;
3. The ability to understand oral and written instructions;
4. Related experience in the operation of the landfill truck scale, ticket printer and other computerized equipment;
5. The ability to assist with minor repairs and standard maintenance procedures on all applicable equipment;
6. Must have a valid Class V Driver's License.

## CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION: Waste Management Attendant II - Recycling  
DEPARTMENT: Public Works  
JOB STATUS: Full Time /Part time  
SUPERVISOR: Manager of Operations & Infrastructure  
REGULAR HOURS: 8 hours per day, Monday to Friday, 40 hours per week

### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will be to assist in the operation and maintenance of the Town's Waste Management Facilities under the direction of the Operations Manager. The secondary function of this classification will involve occasional assistance with other public works operations. Work in either function shall involve the use of waste management equipment and the occasional supervision of a small crew of skilled or unskilled workers. Employees may receive daily instruction or be given responsibility over specific tasks or projects.

### TYPICAL DUTIES:

1. Assist in the day to day operation and maintenance of the Town's Recycling Depot and occasional operation and maintenance of the Town's Landfill Site as assigned;
2. Proficient operation of waste management related equipment such as skid steer loaders, single axle dump trucks, light duty trucks, fork lifts, hydraulic bailers, paper cutters, etc. as may be required;
3. Occasional supervision and work with a small crew of employees on designated projects;
4. May be required to occasionally assist with the operation and maintenance of public works, recreation or water and sewer facilities;
5. May be required to assist with minor repairs;
6. Keep accurate records and prepare required reports in an efficient and timely manner;
7. Other duties as may be assigned from time to time.

### KNOWLEDGE, ABILITY AND SKILLS:

1. Successful completion of a grade 12 diploma or GED certificate;
2. The ability to communicate effectively with the public, supervisors and co-workers;
3. The ability to understand oral and written instructions;
4. Related experience in the operation and maintenance of waste management facilities and equipment noted above;
5. The ability to assist with minor repairs and standard maintenance procedures on all applicable equipment;
6. Must have a valid Class V Driver's License.

## CLASSIFICATIONS DESCRIPTION

JOB CLASSIFICATION: Public Works Coordinator  
DEPARTMENT: Public Works  
JOB STATUS: Full Time  
SUPERVISOR: Manager of Operations & Infrastructure  
REGULAR HOURS: 8 hours per day, Monday to Friday, 40 hours per week.

### CLASSIFICATION STATEMENT:

The Employee in this classification will function as a “working foreman” or “lead man” by assisting the Manager of Operations & Infrastructure, as required, with the coordination and supervision of other public works Employees. Duties may also involve responsibility for specific tasks, projects or reports.

### TYPICAL DUTIES:

1. Coordinate and assist in the supervision of other Public Works Department Employees as requested;
2. Take responsibility for specific tasks, duties and functions within the Public Works Department;
3. May be required to assist with the operation and maintenance of public works and recreation facilities;
4. Proficient operation and coordination of all of the following pieces of equipment: motor grader, backhoe, track loader, bobcat, street sweeper, street sander, asphalt crack filling apparatus, single axle dump trucks, etc. as may be required;
5. May be required to undertake minor repairs and standard maintenance procedures on all applicable equipment;
6. May be required to make regular checks on road and lane conditions and make necessary repairs to storm drainage or infrastructure as directed;
7. May be required to undertake the maintenance and repair of surface improvements such as sidewalks, curbs, gutters & drainage structures, pavement & gravel roadways, etc.;
8. May be required to undertake and participate in annual programs such as: snow removal, tree trimming, signage, line painting and asphalt crack filling;
9. Keep accurate records and prepare required reports in an efficient and timely manner;
10. May be required to take a regular shift in the “stand-by” rotation;
11. Other duties as may be assigned from time to time by the Manager of Operations & Infrastructure.

### KNOWLEDGE, ABILITY AND SKILLS:

1. Grade 12 Diploma or GED certificate;
2. Possess strong organizational, interpersonal and written communication skills;
3. The ability to organize, coordinate and supervise skilled or unskilled workers;
4. The ability to use discretion regarding confidential matters;
5. The ability to communicate effectively with the public, supervisors and co-workers;
6. Good public relations skills;
7. A minimum of five years of experience in the construction and maintenance of streets, lanes and storm drainage facilities;

8. Ability to undertake minor repairs and standard maintenance procedures on all applicable equipment;
9. Must qualify for and maintain a Landfill Operators Certificate;
10. The ability to effectively and efficiently operate all of the following pieces of equipment: sewer flusher, sewer camera, bobcat, backhoe, single axle trucks, etc.;
11. The ability to understand oral and written instructions;
12. Shall have and maintain a valid Class V Driver's License with air brake endorsement.

## CLASSIFICATION DESCRIPTION

CLASSIFICATION: Equipment Operator II  
DEPARTMENT: Public Works  
JOB STATUS: Regular Full Time  
SUPERVISOR: Operations Manager  
REGULAR HOURS: 8 hours per day, 5 days per week

CLASSIFICATION STATEMENT:

### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will involve the operation and maintenance of the Town's heavy equipment under the direction of the Operations Manager. The secondary function of this classification will be to assist in the operation and maintenance of the Town water and wastewater utility operation. Work in either function may involve the use of equipment and the occasional supervision of a small crew of skilled or unskilled workers. Employees will receive daily instruction or may be given responsibility over specific tasks or projects.

### TYPICAL DUTIES:

1. Will be proficient in the operation of all of the following pieces of equipment: motor grader, backhoe, track loader, bobcat, street sweeper, street sander, asphalt crack filling apparatus, single axle dump trucks, etc. as may be required.
2. Will make regular checks on road and lane conditions and make necessary repairs to storm drainage or infrastructure.
3. Occasionally supervise and work with a small crew of employees on designated projects.
4. Will undertake works to maintain and repair surface improvements such as sidewalks, curbs and overland drainage ditches, pavement structures, gravel roadways, etc.
5. Undertake and participate in annual programs such as: snow removal, tree trimming, signs, oiling and asphalt crack filling.

### KNOWLEDGE, ABILITY AND SKILLS:

1. The Equipment Operator must have the ability to effectively and efficiently operate three of the following pieces of equipment: motor grader, rubber tired backhoe, rubber tired bobcat, street sweeper, street sander, asphalt crack filling machine, single axle dump trucks and have the knowledge and ability to operate the remaining equipment as well as all other equipment owned or rented by the Town of Three Hills.
2. The Equipment Operator must have the ability to organize small works projects and supervise small crews of skilled or unskilled workers.
3. The Equipment Operator must have a valid Class III Driver's License with air ticket and be able to efficiently operate a tandem axle truck.
4. The Equipment Operator shall be able to make minor repairs and undertake standard maintenance procedures on all equipment they operate.
5. The Equipment Operator may undertake works to fabricate tools and /or finished structures in metal, wood or other materials.
6. The worker shall perform other duties as may be required by the Supervisor.

## CLASSIFICATION DESCRIPTION

CLASSIFICATION: Equipment Operator 1  
DEPARTMENT: Public Works  
JOB STATUS: Regular Full Time  
SUPERVISOR: Operations Manager  
REGULAR HOURS: 8 hours per day, 5 days per week

### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will be to assist in the operation and maintenance of the Town's heavy equipment under the direction of the Operations Manager. The secondary function of this classification will involve occasional assistance with the operation and maintenance of the Town water and wastewater utility operation. Employees will receive daily instruction or may be given responsibility over specific tasks or projects.

### TYPICAL DUTIES:

1. Will be proficient in the operation of at least two of the following pieces of equipment: motor grader, backhoe, track loader, bobcat, street sweeper, street sander, asphalt crack filling apparatus, single axle dump trucks, etc. as may be required.
2. Will have an opportunity to operate other equipment for the purpose of training.
3. Complete semi-skilled landscaping.
4. Use various hand tools, work on roads, sidewalks and drainage projects.
5. Helps build and repair fences, buildings, signs and other structures.
6. Works on tree maintenance trimming and removal.
7. Other duties as may be assigned by the Operations Manager.
8. Some employees in this class may be assigned to assist the shop mechanic.

### KNOWLEDGE, ABILITY AND SKILLS:

1. At least one year of experience in municipal or other construction on the maintenance of streets, lanes, sidewalks and storm drainage.
2. Ability to use standard hand tools and an ability to understand oral and written instructions from the supervisor.
3. Ability to perform rough carpentry, painting, welding and general maintenance work.
4. Some mechanical ability required in order to maintain equipment operated.
5. Must either have a valid Class III Driver's License (with Q endorsement) or obtain one within three months.

## CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION: Labourer  
DEPARTMENT: Public Works  
JOB STATUS: Full Time / *Part Time*  
SUPERVISOR: Manager of Operations & Infrastructure  
REGULAR HOURS: 8 hours per day, Monday to Friday, 40 hours per week

### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will be to assist the Operations Manager in various public works, recreation and waste management operations. Work may involve manual labour or monitoring duties. Employees will receive daily instruction or may be given responsibility over specific tasks or projects.

### TYPICAL DUTIES:

1. May be required to undertake manual labour.
2. May be required to use a variety of hand tools.
3. May be required to operate small equipment such as lawnmowers, roto-tillers, snow-blowers, etc.
4. May be required, from time to time, to operate a light duty pick up truck;
5. May be required to assist with minor repairs;
6. May be required to perform monitoring and gate duties at the Landfill Site.
7. May be required to perform other duties as may be assigned from time to time.

### KNOWLEDGE, ABILITY AND SKILLS:

1. Successful completion of a grade 12 diploma or GED certificate;
2. The ability to communicate effectively with the public, supervisors and co-workers;
3. The ability to understand oral and written instructions;
4. Must have a valid Class V Driver's License.

## CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION: Park & Recreation Maintenance Operator I  
DEPARTMENT: Parks & Recreation  
JOB STATUS: Full Time / *Part Time*  
SUPERVISOR: Manager of Development & Community Services  
REGULAR HOURS: 8 hours per day, Monday to Friday, 40 hours per week

### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will be to assist in the operation and maintenance of the Town parks, green areas and recreation facilities & grounds under the direction of the Manager of Development & Community Services. The secondary function of this classification will involve occasional assistance with other public works and utility operations. Employees may receive daily instruction or be given responsibility over specific tasks or projects.

### TYPICAL DUTIES:

1. Assist in the operation and maintenance, on a daily basis, of the Town parks, green areas and recreation facilities & grounds as assigned;
2. May be required to assist in making regular checks and assist in undertaking minor repairs and standard maintenance procedures on Town parks or recreation facilities and related equipment;
3. Assist with the operation, maintenance and repair of the physical plant at the Three Hills Aquatic Centre. Work may involve assisting with annual shut down repair program at this center.
4. May be required to install, maintain, operate and repair irrigations systems at Town parks, green areas and recreation facilities and grounds;
5. May be required to operate various pieces of equipment such as lawnmowers, weed whips, light tractors, snow blowers, bobcat, backhoe, single axle trucks, etc.;
6. May be required to assist in the preparation, planting and maintenance of flowerbeds, shrubs and trees at various Town parks, green areas and recreation facilities & grounds.
7. May be required to assist in the planting and maintenance of turf, grass and lawns at various Town parks, green areas and recreation facilities & grounds.
8. May be required to construct, maintain and repair Town playground facilities and ensure that the equipment in said playgrounds complies with government regulations.
9. May be required to occasionally assist and work with a small crew of employees on designated projects;
10. May be required to participate in annual programs such as: snow removal, tree trimming, signage, line painting and asphalt crack filling;
11. May be required to assist with the operation and maintenance of public works, utility and waste management facilities;
12. Assist in record keeping and report preparation as required;
13. May be asked to perform other duties as may be assigned from time to time.

### KNOWLEDGE, ABILITY AND SKILLS:

1. Successful completion of a Grade 12 diploma or GED certificate;
2. The ability to communicate effectively with the public, supervisors and coworkers;
3. A minimum of five years of experience in the operation, maintenance and repair of parks,

- green areas and recreation facilities or an equivalent combination of education and experience;
4. Must qualify for and maintain the following certification: Canadian Certified Playground Inspector;
  5. While not a mandatory requirement, candidates are encouraged to qualify for and maintain their status as a Level I or II Certified Pool Operator and a Certified Provincial Pesticide Applicator.
  6. The ability to effectively and efficiently operate all of the following pieces of equipment: lawn mowers, weed whips, light tractors, snow blowers, skid steers, backhoes, single axle trucks, etc.;
  7. The ability to understand oral and written instructions;
  8. The ability to operate the computer control systems;
  9. A valid Class V Driver's License with air ticket;

## CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION: Administrative Clerk I  
DEPARTMENT: Town Administration  
JOB STATUS: Full Time / *Part Time*  
SUPERVISOR: Manager of Finance & Administration  
REGULAR HOURS: 7 hours per day, Monday to Friday, 35 hours per week

### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will be to serve the public. The secondary function of this classification will be to assist the Town and /or RCMP Administration. Work in either function may involve the use of computer equipment, computer software and public relations skills. Employees may receive daily assignments or be given responsibility over specific tasks or projects.

### TYPICAL DUTIES:

1. Reception duties including answering telephone and serving customers at the front counter.
2. Limited duties within the financial department which may include cash receipts, data input and accounts receivable.
3. May be required to take bookings for town facilities, order supplies, and process mail.
4. Provision of support services to the management team.
5. Operation of various pieces of office equipment.
6. File Maintenance as required.
7. Other duties as may be assigned from time to time.

### KNOWLEDGE, ABILITY AND SKILLS:

1. Grade 12 diploma or GED certificate;
2. Office experience;
3. Excellent reception skills and the ability to operate the telephone system;
4. The ability to communicate effectively with the public, supervisors and co-workers;
5. The ability to use discretion regarding confidential matters;
6. The ability to understand oral and written instructions;
7. The ability to operate a personal computer and possess basic skills in word processing, spread sheets, internet and email.

## CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION: Administrative Clerk I  
DEPARTMENT: RCMP Office  
JOB STATUS: *Full Time / Part Time*  
SUPERVISOR: Detachment Commanding Officer  
REGULAR HOURS: 7 hours per day, Monday to Friday, 21 hours per week

### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will be to serve the public. The secondary function of this classification will be to assist the RCMP Administration. Work in either function may involve the use of computer equipment, computer software and public relations skills. Employees may receive daily assignments or be given responsibility over specific tasks or projects.

### TYPICAL DUTIES:

1. Reception duties including answering telephone and serving customers at the front counter.
2. Provision of support services to the RCMP members.
3. Operation of various pieces of office equipment.
4. File maintenance as required
5. Other duties as may be assigned from time to time.

### KNOWLEDGE, ABILITY AND SKILLS:

1. Grade 12 diploma or GED certificate;
2. Office experience;
3. Excellent reception skills and the ability to operate the telephone system;
4. The ability to communicate effectively with the public, supervisors and co-workers;
5. The ability to use discretion regarding confidential matters;
6. The ability to understand oral and written instructions;
7. The ability to operate a personal computer and possess basic skills in word processing, spread sheets, internet and email.

## CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION: Administrative Clerk II  
DEPARTMENT: Town Administration  
JOB STATUS: Full Time / *Part Time*  
SUPERVISOR: Manager of Finance & Administration  
REGULAR HOURS: 7 hours per day, Monday to Friday, 35 hours per week

### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will involve assisting the Town and /or RCMP Administration. The secondary function of this classification will be to assist in serving the public. Work in either function may involve the use of computer equipment, computer software and public relations skills. Employees may receive daily assignments or be given responsibility over specific tasks or projects.

### TYPICAL DUTIES:

1. Extensive duties within the financial department which may include: accounts payable, payroll, bank deposits, taxes, and utilities. These duties may include data input, account maintenance, month end and year end balancing.
2. May be required to issue permits in the Building, Electrical, Plumbing & Gas disciplines.
3. Back up reception duties including answering telephone and serving customers at the front counter.
4. Provision of support services to the management team.
5. Operation of various pieces of office equipment.
6. File maintenance as required.
7. Other duties as may be assigned from time to time.

### KNOWLEDGE, ABILITY AND SKILLS:

1. Grade 12 diploma or GED certificate and some related post secondary education;
2. Office experience;
3. The ability to communicate effectively with the public, supervisors and co-workers;
4. The ability to use discretion regarding confidential matters;
5. The ability to understand oral and written instructions;
6. Good public relations skills;
7. Basic understanding of municipal accounting and coding systems;
8. The ability to operate a personal computer and possess advanced skills in word processing, spread sheets, internet and email.

## CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION: Administrative Clerk II  
DEPARTMENT: RCMP Office  
JOB STATUS: *Full Time / Part Time*  
SUPERVISOR: Detachment Commanding Officer  
REGULAR HOURS: 7 hours per day, Monday to Friday, 35 hours per week

### CLASSIFICATION STATEMENT:

The primary function of Employees in this classification will involve assisting the RCMP Administration. The secondary function of this classification will be to assist in serving the public. Work in either function may involve the use of computer equipment, computer software and public relations skills. Employees may receive daily assignments or be given responsibility over specific tasks or projects.

### TYPICAL DUTIES:

1. Reception duties including answering telephone and serving customers at the front counter.
2. Provision of support services to the detachment members.
3. Operation of various pieces of office equipment.
4. File maintenance as required.
5. Assist with data entry and maintenance of the Canadian Police Information Center computer files.
6. Other duties as may be assigned from time to time.

### KNOWLEDGE, ABILITY AND SKILLS:

1. Grade 12 diploma or GED certificate and some related post secondary education;
2. Previous office experience in a policing environment;
3. The ability to communicate effectively with the public, supervisors and co-workers;
4. The ability to use discretion regarding confidential matters;
5. The ability to understand oral and written instructions;
6. Good public relations skills;
7. The ability to operate a personal computer and possess advanced skills in word processing, spread sheets, internet and email.

## CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION: Administrative Clerk III  
DEPARTMENT: Town Administration  
JOB STATUS: Full Time / *Part Time*  
SUPERVISOR: Director of Finance & Administration  
REGULAR HOURS: 7.5 hours per day, Monday to Friday, 37.5 hours per week

### CLASSIFICATION STATEMENT:

The employee in this classification will function as a "senior administrative clerk" by assisting the Director of Finance and Administration, as required. The employee will be also required to perform specific financial, accounting and reporting duties as assigned by the Director of Finance and Administration.

### TYPICAL DUTIES:

1. Assist in the training of other Office employees as required;
2. May include, but not limited to: accounts payable, accounts receivable, utilities, payroll, bank deposits and bank reconciliations, tax administration, journal entries, preparation of quarterly GST remittance, data input, account maintenance, grant applications and reporting, month end and year end balancing;
3. Assist in the preparation of budget and other reports as required;
4. Provide back up to other Office employees as required;
5. Prepare correspondence as required;
6. May be required to issue permits in the Building, Electrical, Plumbing and Gas disciplines;
7. Assist in the purchase and procurement of office equipment;
8. File maintenance as required;
9. Other duties as may be assigned from time to time by the Director of Finance and Administration.

### KNOWLEDGE, ABILITY AND SKILLS:

1. Minimum College diploma;
2. Post secondary education in financial accounting and computer related courses;
3. Minimum of three years experience in an accounting position;
4. Sound working knowledge of municipal financial systems;
5. Good working knowledge of computers, office equipment and software programs such as word processing, spread sheets (including excel), internet and email;
6. Possess strong organizational, interpersonal and written communication skills;
7. The ability to use discretion regarding confidential matters;
8. The ability to communicate effectively with the public, supervisors and co-workers;
9. Good public relations skills;
10. Knowledge/experience in municipal legislation and public sector generally accepted accounting principles would be definite assets;
11. Working towards an accounting designation (CA, CMA, CGA) would be a definite asset.

LETTER OF UNDERSTANDING

BETWEEN

THE TOWN OF THREE HILLS  
(the Employer)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 417-05  
(the Union)


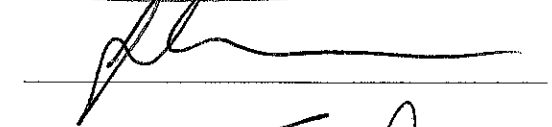
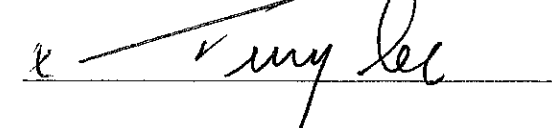

RE: JOB SECURITY

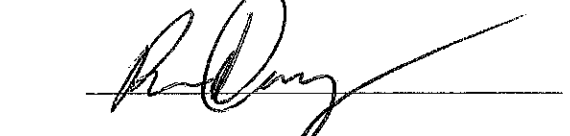


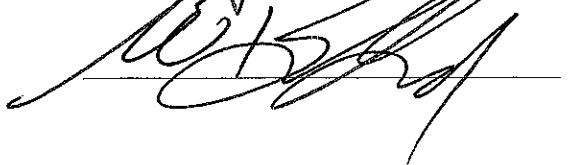
1. During the term of this Agreement, the Employer shall not contract out any municipal work that would result in the loss of bargaining unit jobs, a decrease in the number of scheduled hours of work or the reduction of the regular earnings of the Employees in the bargaining unit effective the date of ratification of this Collective Agreement.
2. This Letter of Understanding shall terminate December 31, 2014.

SIGNED THIS 13 DAY OF December, 2011.

TOWN OF THREE HILLS

CUPE LOCAL 417-05

  
  
x   
x 

LETTER OF UNDERSTANDING

BETWEEN

THE TOWN OF THREE HILLS  
(the Employer)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 417-05  
(the Union)

**RE: COMPRESSED WORK SCHEDULE FOR PERMANENT/FULL-TIME FINANCE/  
ADMINISTRATION OFFICE STAFF**

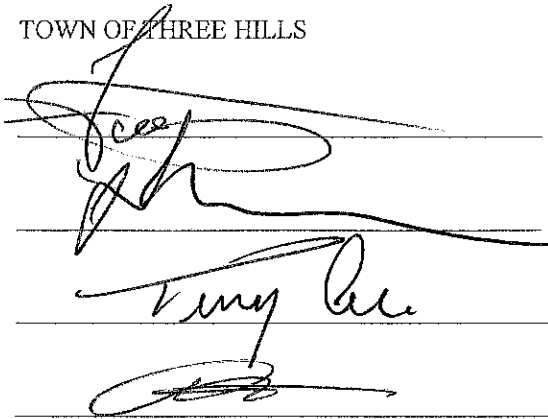
The parties agree to the following:

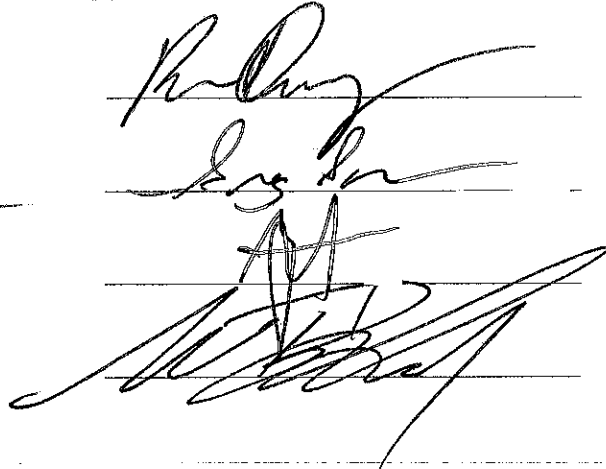
1. Parties shall have the choice of working a compressed work schedule that would allow the following positions to work and bank the additional hours (to a maximum of one hour) sufficient to allow the Employee to take one day off once the Employee has worked an additional 7.5 hours.
2. Parties are defined as: Administration Clerk I and Administration Clerk II and Administrative Clerk III positions.
3. Overtime will not apply until the Employee(s) have worked in excess of 8.5 hours in any one Day.
4. Vacation is not paid for lieu day.
5. This Letter of Understanding will only affect the Employee positions named herein and will not affect any other positions.
6. This Letter of Understanding will remain in full force and effect for the currency of this Collective Agreement.

SIGNED THIS 13 DAY OF December, 2011.

TOWN OF THREE HILLS

CUPE LOCAL 417-05





LETTER OF UNDERSTANDING

BETWEEN

THE TOWN OF THREE HILLS  
(the Employer)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 417-05  
(the Union)

**RE: LABOURER WORKING AT LANDFILL SITE**

Whereas, when one of the two Part-time Waste Management Attendants working at the Three Hills Landfill Site retired, the Employer chose to increase the hours of the remaining Waste Management Attendants so as to qualify that individual for Health Care Benefits;

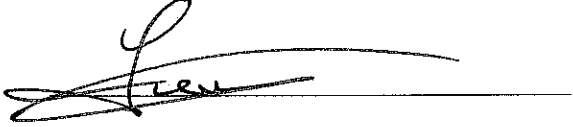
And whereas in order to properly man the Three Hills Landfill Site on the sixth day of operation each week, the Town requires the assistance of one of the Labourers for an eight (8) hour day during the non-winter seasons and five (5) hours per day during the winter season.

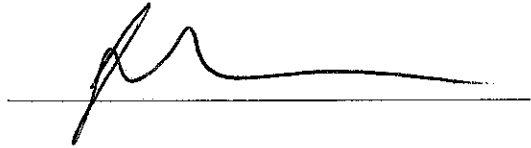
Now therefore the Parties agree to the following:

1. The Labourer shall be paid at the Waste Management I rate for any hours worked at the gate at the Three Hills Landfill site;
2. The rate of pay that the Labourer receives for hours worked at the gate at the Three Hills Landfill Site shall correspond to the same step that he/she is at on the Pay Grid (for example if the Employee's regular rate of pay is based on a Labourer Step 1, then the rate of pay that they receive for hours worked at the Three Hills Landfill Site gate would be Waste Management 1, Step 1;
3. Any overtime that the Labourer works at the Three Hills Landfill Site rate shall be calculated as per Article 15.02;
4. This Letter of Understanding will remain in full force and effect for other currency of this Collective Agreement.

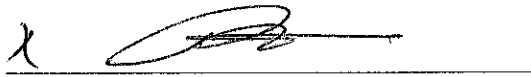
SIGNED THIS 13 DAY OF December, 2011.

TOWN OF THREE HILLS

A handwritten signature in cursive, appearing to be "Lee", written over a horizontal line.

A handwritten signature in cursive, appearing to be "M", written over a horizontal line.

A handwritten signature in cursive, appearing to be "Kemp", written over a horizontal line.

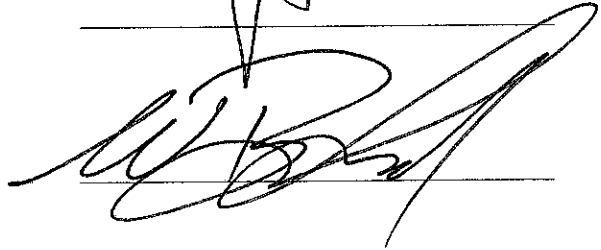
A handwritten signature in cursive, appearing to be "A", written over a horizontal line.

CUPE LOCAL 417-05

A handwritten signature in cursive, appearing to be "R. D.", written over a horizontal line.

A handwritten signature in cursive, appearing to be "E. S.", written over a horizontal line.

A handwritten signature in cursive, appearing to be "H", written over a horizontal line.

A large, stylized handwritten signature in cursive, appearing to be "W. B.", written over a horizontal line.

LETTER OF UNDERSTANDING

BETWEEN

THE TOWN OF THREE HILLS  
(the Employer)

and

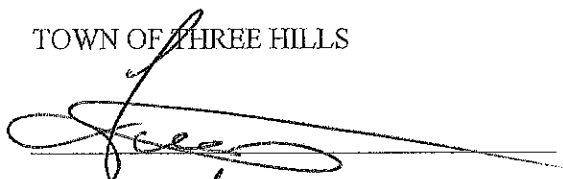
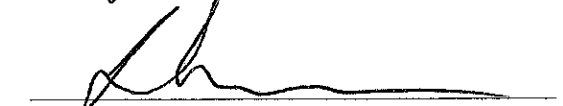
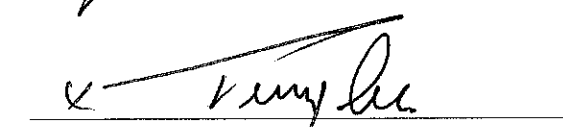

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 417-05  
(the Union)

RE: ARTICLE 15.04(a)




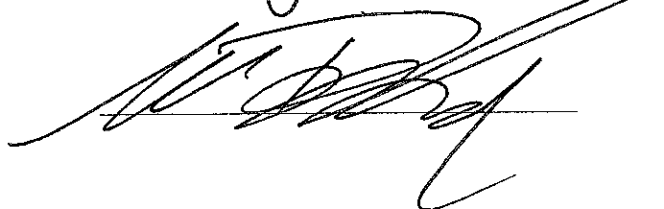
The parties agree that Article 15.04 limits the number of hours which an Employee may take and bank in any given year. Employees may bank a maximum of fifty (50) overtime hours or seventy-five (75) straight time hours in any given year. The Employees may take time off in lieu of being paid overtime, however, in doing so may only bank further hours if the total amount of banked time in a given calendar year does not exceed fifty (50) hours overtime or seventy-five (75) hours straight.

Dated this 13 day of December, 2011.

TOWN OF THREE HILLS

CUPE LOCAL 417-05

LETTER OF UNDERSTANDING

BETWEEN

THE TOWN OF THREE HILLS  
(the Employer)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 417-05  
(the Union)

Re: UTILITY WORKERS

The parties agree to the following:

1. Notwithstanding Articles 14.02, 15.02 and 17.03, Utility Workers will, as scheduled by the Employer, work Saturdays and Sundays with payment at their regular rate of pay for up to eight (8) hours per day, with any additional hours to be paid at the applicable overtime rate.
2. The Utility Worker designated to work Saturday and Sunday will be given the following Thursday and Friday off work as regular days off.

Dated this 13 day of December, 2011.

TOWN OF THREE HILLS

CUPE LOCAL 417-05

