

COLLECTIVE AGREEMENT

between

CANADIAN UNION OF PUBLIC EMPLOYEES



Sublocal 70

and

TOWN OF RAYMOND

January 1, 2009 to December 31, 2011

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COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, Sublocal 70
(hereinafter called "the Union")

PARTY OF THE FIRST PART

- and -

TOWN OF RAYMOND
(hereinafter called "the Employer" or "the Town")

PARTY OF THE SECOND PART

ARTICLE 1: PURPOSE

- a. The purpose of this Agreement is to promote and maintain a harmonious and cooperative relationship between the Employer and the Employees.
- b. To provide an amicable method of settling any differences or grievances which may arise between the Employer and the Employees.
- c. To promote the mutual interest of the Employer and the Employees.
- d. To provide for the operations of the Employer coming within the scope of this Agreement any methods which will further, to the fullest extent possible, the safety and welfare of the Employees, the economy, operations and protection of the property and welfare of the public and the Town.

ARTICLE 2: RECOGNITION

- a. The Employer recognizes the Canadian Union of Public Employees, Local 70, as the sole and exclusive bargaining agent for Employees of the Town of Raymond who are covered by the Labour Relations Board Certification No.1615-91, and not otherwise excluded.
- b. The Employer agrees not to bargain collectively or individually with a labour organization affecting Employees covered by this Agreement during the life of it.
- c. No Employee covered by this Agreement shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this Agreement, except as specifically provided for in this Agreement.
- d. If the Employer and the Union cannot agree on whether or not a new position is within the jurisdiction of Certificate No.1615-91, the matter shall be referred to the Alberta Labour Relations Board for determination.

- e. **Scope Clause:** This Agreement covers Employees who occupy classifications appearing in the Schedule of Wages (Appendix "A") attached; and new positions falling within the Union's jurisdiction; except positions mutually agreed to by both parties as exempted.
- f. **Union Dues Check-Off:** The Employer agrees to check off Union dues under the Rand Formula. It is understood that fines and assessments are not included in this Agreement.
- g. Deductions shall be forwarded in one (1) cheque to the Secretary-Treasurer of the Union not later than the 15th day of the following month for which the dues are levied. The cheque, made out to the Canadian Union of Public Employees, shall be accompanied by a list of the names, classifications and wages from which the deductions have been made. A copy of this list shall be forwarded by the Employer to Local 70, Canadian Union of Public Employees.

ARTICLE 3: MEMBERSHIP

The Employer agrees to inform new Employees that a Union Agreement and dues check off are in effect. The Employer will provide copies of the Agreement (supplied by the Union), which will include a membership application and the Union Representative to contact.

ARTICLE 4: HOURS OF WORK

- a. The regular hours of work shall be forty (40) hours per week, Monday through Friday except where specified, and those involved where six (6) day operation is essential. All employees shall be permitted a minimum of one (1) hour unpaid lunch break near the midway point of each shift (excluding those employees at the ice arena; they will be permitted a one-half (1/2) paid break as close to the midway point of their shift as possible). Daily hours as set by the Employer may be scheduled between 6:00 am. to 12 midnight. The daily work schedule is flexible and may be amended to suit both parties.

When an employee's shift and/or regular hours are to be changed, the employee shall be given a minimum of two (2) full working days notice prior to such change. In the case of street sweeping and snow removal or swimming pool, because weather is the determining factor, the two (2) days notice of shift change is not required.

- b. **Non-Shift Employees:** The regular working hours may be changed by common consent of the Employer and the Employee, provided the majority of Employees who will be affected by the change are in agreement, and so long as the starting time is not earlier than 6:00 am or later than 9:00 am.
- c. Any employee who is requested to work the regular noon-hour lunch period shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the actual time worked.

ARTICLE 5: CHANGE OF WORK

- a. When the Employer designates a permanent Employee to substitute in a position in a classification with a greater job rate, he/she shall receive that rate of pay for all hours worked in that classification.
- b. When the Employer designates a permanent Employee to substitute in a position with a lesser job rate he/she shall continue to receive his/her previous rate of pay for all hours worked in that classification.

ARTICLE 6: PAY

- a. The Employer shall pay salaries and wages bi-weekly for the previous two (2) weeks in accordance with Schedule 'A' attached hereto, and forming part of this Agreement. On each pay day each Employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

ARTICLE 7: OVERTIME

- a. After an employee's regular hours of work, the overtime rate of pay will be one and one-half (1½) times for the first two (2) hours and two times (2x) the rate of pay for all hours worked thereafter Monday through Saturday. Double time (2x) shall be paid for Sunday work.
- b. Any employee who is called to work unexpectedly, outside his/her normal work hours shall be paid at one and one-half (1½) times for the first two (2) hours and two times (2x) the rate of pay for all hours worked thereafter. No employee shall receive less than two (2) hours pay for any one (1) call. Where an employee has been called back he/she is deemed to be 'on duty' for the minimum time paid for or until the job is completed, whichever is the longer period of time and any further call backs received during that period of time are considered to be a part of, or a continuation of, the original call back and are not subject to overtime minimum call back pay.
- c. **Rest Period Between Call Out:** Where an employee is required to work overtime and receives less than six (6) consecutive hours off duty in the eleven (11) hour period immediately prior to the commencement of the regular hours of work, that employee shall continue to be paid at one and one-half (1½) times for the first two (2) hours and two times (2x) the rate of pay for all hours worked thereafter until such time as the employee is relieved from duty for not less than six (6) consecutive hours. For each case, unless otherwise notified by the Employer, the employee will be considered relieved from duty at the completion of the overtime work. An employee relieved from duty shall be paid the regular rate of pay for the regular hours of work, which fall within this prescribed relief period.
- d. No employee shall be required to take time off in lieu of overtime but an employee, by

written request, may receive the hourly equivalent of his/her overtime in time off in lieu of payment when mutually agreed upon by the employee and the Employer.

Time off must be mutually agreeable between the employees and their Department Head.

- e. In cases where overtime is necessary, the Employer agrees to distribute such overtime as equitable as is practical between the members of the department concerned; having due regard for the ability of the Employee in the job requirement.
- f. All overtime must be authorized by the Employer.

ARTICLE 8: GENERAL HOLIDAYS

- a. The following shall be considered general holidays:

New Years Day	Family Day
Good Friday	Canada Day
Victoria Day	Labour Day
1 st Monday in August (Civic Holiday)	Thanksgiving Day
Christmas Day	Remembrance Day
Boxing Day	

All general holidays proclaimed by the Town of Raymond, the Province of Alberta, or the Government of Canada. No deductions in the wages and salaries of any Employee shall be made on account of the above mentioned holidays occurring during regular work periods for any permanent or qualifying Employee, according to the Employment Standard Code.

- b. If a general or declared holiday falls on an employee's regular working period and he/she works, he/she shall be paid at time and one-half ($1\frac{1}{2}x$) for the first two (2) hours and two times (2x) his/her regular rate of pay for all hours worked thereafter.
- c. Work performed before and after normal working hours, as covered by this Agreement, shall be at the rate of double ($x 2$) time for each hour worked. This applies only to general or declared holidays.
- d. If a general or declared holiday falls on an Employee's regular day off, he/she shall be entitled to an extra days pay for same, or be given a day off with pay; the day off to be arranged at the mutual convenience of both parties.

ARTICLE 9: ANNUAL VACATIONS

- a. All Employees with one (1) year continuous service or more shall be given two (2) weeks vacation with pay each year.
- All Employees with two (2) years continuous service or more shall be given three (3) weeks vacation with pay each year.
- All Employees with eight (8) years continuous service or more shall be given four (4) weeks vacation with pay each year.
- All Employees with sixteen (16) years continuous service or more shall be given five (5) weeks vacation with pay each year.
- All Employees with twenty-five (25) years continuous service or more shall be given six (6) weeks vacation with pay each year.
- b. In the first year of service casual and seasonal Employees shall receive four percent (4%) holiday pay upon lay-off or termination of employment with the Employer.
- After two (2) years Employees shall receive six percent (6%) percent holiday pay.
- c. Preference for vacation of permanent Employees to be based on a rotation system. Starting with the names in the order of seniority for the year, then the top two (2) names going to the bottom the next year, and every year thereafter. List for holidays shall be posted the first (1st) day of May so each Employee can fill in his/her choice for annual vacation.

ARTICLE 10: SENIORITY, PROMOTIONS & RE-ENGAGEMENT

- a. Seniority is defined as the length of unbroken service in the bargaining unit.
- Seniority shall be used in determining promotion, transfer, demotion, layoff, permanent reduction of the workforce and recall, as set out in other provisions of this Agreement.
- Seniority shall operate bargaining unit wide, providing that the Employee has the necessary qualifications and ability to perform the work.
- No Employee shall have seniority until he/she has completed the required probationary period of employment. Once an Employee has completed his/her probationary period of employment, seniority shall date from the beginning of the probationary period.
- b. Selections, transfers and staff changes will be made from applications who have the required qualifications and ability for the position. These being equal, seniority will be the governing factor.

ARTICLE 11: GRIEVANCE PROCEDURE

- a. **Definition of a Grievance:** Grievance shall mean any difference concerning the interpretation, application, operation or any alleged violation of this Agreement.
- b. **Informal Discussion:** The Employee(s) concerned, with or without the Union, may seek to settle the dispute through discussion with his/her immediate supervisor.
- c. **Presence of Steward:** Grievances between the Employer and Employee/or the Union shall be in the presence of the Steward or authorized Union Representative.
- d. **Names of Stewards:**
 1. The Union shall notify the Employer in writing of the name of each Steward, the area he/she represents, and the name of the Chief Steward, if applicable, before the Employer shall be required to recognize him/her.
 2. The Employee(s) may elect the Steward of his/her choice.
- e. **Meetings Without Loss of Pay:** Not more than the Grievor(s) and the Shop Steward may attend grievance meetings without loss of pay.
- f. **Stewards Leaving the Work Site:** A Shop Steward shall not leave his/her place of work to discuss a grievance with the Employer and/or Employee(s) during working hours without permission from the Management representative or his/her designated alternate; and provided that adequate replacement or relief staff is available. Permission will not be reasonably denied.
- g. **Recalls, Health & Safety, Dismissals, Layoffs:** In the case of recalls, health and safety, dismissals and layoffs, the grievance shall be initiated at Step 2 of the Grievance Procedure.
- h. **Replies in Writing:** Replies to grievance stating reasons shall be in writing at all stages.
- i. **Waiver of Shop Steward Presence:** The Employee(s) may waive the presence of a Shop Steward by indicating so in writing with a copy to the Municipal Administrator with a copy sent to the Union.
- j. **Amending of Time Limits:** The time limits fixed in both the Grievance and Arbitration Procedures may be extended by the consent of the parties, verbally and confirmed in writing.
- k. **General or Policy Grievance:** When a dispute involving a question of general application of interpretation of this Agreement occurs, Step 1 of the Grievance Procedure may be by-passed. Only grievances submitted by the Committee of CUPE Sublocal 70 shall be considered.

I. **Settling of Grievances:** Grievances shall be processed in the following manner:

STEP 1: A waiver of time limits will be allowed in the case of a staff person who was absent from work in the following instances: day(s) off, leave of absence, vacation, or sick leave.

STEP 2: If the grievance is not settled in Step 1, the grievance may, within five (5) working days after receiving the decision, be filed with the Municipal Administrator or his/her designate. The Municipal Administrator may expedite the grievance by forwarding same to the Town Council if he/she deems it necessary, and will notify the Union accordingly. The Municipal Administrator shall submit his/her decision in writing within ten (10) working days to the Employee(s) with a copy to the Department Head, the Union, and the Shop Steward.

STEP 3: If a grievance is not settled in Step 2, the grievance, within five (5) working days after receiving the decision, be filed with the Town Council. A decision must be made within ten (10) working days.

STEP 4: If the grievance is not settled in Step 3, either may proceed within ten (10) working days to submit the grievance to a Board of Arbitration, to be established as follows:

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

Expenses of the Board: Each party shall pay:

- the fees and expenses of its Nominee to the Board;
- pay one-half (1/2) of the fees and other related expenses of the single Arbitrator;
- Failure to agree shall result in appointment of an Arbitrator by the Minister of Labour.

ARTICLE 12: NEGOTIATION & INTERPRETATION OF THE COLLECTIVE AGREEMENT

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

ARTICLE 13: SICKNESS & ACCIDENT

- a. Every permanent Employee who comes under the terms of this Agreement shall receive full wages for a period(s) of time not exceeding the accumulated sick leave credit.

- b. Sick leave credit may be accumulated to a maximum of one and one-half (1½) days per month.
- c. Unused sick leave for any year shall be carried over and accumulated up to a total allowable of ninety (90) working days leave with pay, any time off for sickness shall be deducted from the days allowed.

Permanent Employees on staff as of July 1, 1992, will retain their accumulated unused sick leave of one hundred twenty (120) days until reduced by sick leave to ninety (90) days, at which time the maximum will remain as ninety (90) days.

- d. An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) days, certifying that the Employee was unable to carry out his/her duties due to illness. Employees are required to inform their Supervisor of their illness and inability to perform their duties.

ARTICLE 14: EMPLOYEE BENEFITS

- a. Long-Term Disability shall be provided by the Employer which will provide a minimum of two-thirds (2/3) salary after thirteen (13) weeks until the age of sixty-five (65) years for all Employees who qualify under the guidelines of the terms of reference as set down by the Insurer. The Town agrees to pay seventy-five percent (75%) of the Long-Term Disability premiums.
- b. All permanent Employees will continue to be covered by their present Alberta Urban Municipalities Association Life Insurance Plan (AUMALIP), with the Employer paying seventy-five percent (75%) of the cost.
- c. The Employer agrees to pay seventy-five percent (75%) of the Alberta Health Care Insurance Plan and;

The Employer agrees to pay seventy-five percent (75%) of the AUMA Extended Health Care, Vision Care and Dental Care Plans (Policy 71180) or similar plans that are acceptable to both the Employer and the Union;

- d. Any Employee not accepting recall to employment shall forfeit any sick leave credits unless prior permission has been given for an extended leave.

ARTICLE 15: LEAVE OF ABSENCE

Leaves of absence without pay will not be granted on a routine basis. Applications for leave must be in writing and presented to the Employer at least six (6) weeks prior to the anticipated date of commencement of the leave, or the Employee shall provide reasons as to why this was not possible. Applications shall indicate the date of departure on leave and the date of return. Such leave may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence, except with the express consent of the Employer.

In instances of leaves of absence in excess of thirty (30) calendar days, Employees shall cease to earn sick leave and vacation credits at the commencement of such leaves. Upon return of such leave seniority and sick leave credits earned prior to such leave will be credited back to the Employee.

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

- a. When it is necessary for the Union to make application for leave of absence, without pay, for an Employee(s), it is required that this be in writing at least six (6) weeks before such leave is required, and that alternative names be submitted to permit the Union's request being complied without undue interference with the Employer's organization and obligations.
- b. Leave of absence in order to carry out responsibilities incurred by the death of a relative shall be permitted a leave of absence with pay, up to and not exceeding three (3) consecutive working days. For this reason a relative shall be defined as:

Mother	Father	Brother
Sister	Wife	Husband
Common-Law Spouse	Child/Grandchild or Foster Child	Guardian
Mother-in-Law	Father-in-Law	Sister-in-Law
Brother-in-Law	Grandparent(s) of the Employee	
	Grandparent(s) of the Employee's spouse	

Any leave in excess of three (3) working days to be approved by Town Council.

- c. **Maternity Leave:** Both the Union and the Town of Raymond recognize the provisions and authority of the Maternity Benefits section of the Employment Standards Code of Alberta.

Length of Maternity Leave: Length of maternity leave shall be made available to all Employees. The total leave to be taken at the Employee's discretion, shall not exceed forty (40) weeks and shall include the period before and after the estimated date of delivery and/or receipt of the adoptive child.

Procedure Upon Return from Maternity Leave: When an Employee decides to return to work after maternity leave he/she shall provide the Employer with at least two (2) weeks notice. On return from maternity leave the Employee shall be placed in his/her former position. If the former position no longer exists he/she shall be placed in a position in his/her department of equal rank and value at the same rate of pay.

ARTICLE 16: DEFINITIONS & INTERPRETATIONS

- a. **Permanent Full-Time Employee:** A permanent full-time Employee shall mean an Employee who is regularly required to work a minimum of thirty-five (35) hours of work or more and who has successfully completed a probationary period.
- b. **Permanent Part-Time Employee:** A permanent part-time Employee shall mean an Employee who is hired to work and works fifty percent (50%) of the time or more than the regular hours of work, and who has completed a probationary period.
- c. **Seasonal Employee:** A seasonal Employee shall mean an Employee who is hired to work in a position of a seasonal nature requiring full-time hours of work.
- d. **Casual Employee:** A casual Employee shall mean an Employee who is hired to work in an 'as needed basis' to fill in, in cases where an Employee may be absent from work due to vacation, sickness, injury, leave of absence, or where there is a need for extra help during periods of work overload.
- e. **Temporary Employee:** A temporary Employee shall mean an Employee who is hired for a specific job of a one-time nature, for a period not to exceed four (4) months. This time may be extended by mutual agreement between the Employer and the Union.
- f. **Trial & Probationary Period:**
 1. **Probationary Employee:** A probationary Employee is a newly hired permanent full-time or permanent part-time Employee serving the required six (6) months probationary period.
 2. **Trial Employee:** A trial Employee is a permanent full-time or permanent part-time Employee serving a three (3) month trial period as a result of a change of position.

Note: Upon mutual agreement the parties may agree to an extended trial period if the parties agree that the three (3) month period is not sufficient. During the additional three (3) months the Employee will be advised of any deficiencies and required areas of improvement.
- g. **Manager:** Manager shall mean a Department Head which is out of the scope of this Collective Agreement.
- h. **Chief Administrative Officer (CAO):** Chief Administrative Officer shall mean the Municipal Administrator responsible to the Mayor and Town Council.
- i. **Delegation of Responsibility & Authority:** Delegation of responsibility and authority shall mean the right of the Municipal Administrator to exercise and/or delegate responsibility and authority from which he/she came.

- j. **Promotion:** Promotion, when used in this Agreement, shall mean the advancement of an Employee to a position paying higher wages than the position from which he/she came.
- k. **Employer or Municipality:** Employer or Municipality shall mean the Town of Raymond, Mayor and Town Council or management staff as designated by the Town Council.

ARTICLE 17: PREFERENCE OF EMPLOYMENT & ON-THE-JOB TRAINING

- a. The Employer agrees that Employees will be provided with the opportunity to attend job training programs as determined by the Employer on the basis of job requirements and classification.

ARTICLE 18: CLOTHING

- a. Permanent Employees are eligible to claim up to two hundred and fifty dollars (\$250.00) for the purchase of personal protective equipment and clothing. Purchases are to be approved by the Manager or the Chief Administrative Officer (refer to Letter of Understanding #1)
- b. Managers may authorize additional protective clothing and equipment for their departments as needed, which will be owned and purchased by the Town.

ARTICLE 19: DISCRIMINATION

- a. There shall be no discrimination against any Employee by virtue of their being or performing their duty as a member of the Union or in the matter of age, race, creed, colour, national origin, political or religious affiliation, sex, or marital status.
- b. The Town Council or Head of Department will not use their position to solicit donations from the Employees for any purpose whatsoever, nor will any Employee solicit donations from the Employees unless authorized by the majority of the members.

ARTICLE 20: REDUCTION OF STAFF

- a. In the event of layoff Employees shall be laid off in the reverse order of their bargaining-wide seniority, except for classifications where no senior Employee has the qualifications to perform all of the duties of that classification.
- b. When work becomes available Employees who have been laid off for twelve (12) months or less shall be recalled on the basis of their seniority, provided they possess

the qualifications to perform all of the duties of that classification.

ARTICLE 21: DISCIPLINE & DISMISSALS

- a. Disciplinary action shall consist of any of the following: oral warning, written warning, suspension, and/or dismissal issued to an Employee.
- b. When a disciplinary action is taken and recorded on the Employee's file, the Employee and the Secretary of the Union shall be sent a copy of the disciplinary action.

Any Employee who has been wrongfully dismissed and who is later reinstated shall be compensated in full for all time lost, less earnings they may have through other employment during the period of dismissal. Any Employee who has been wrongfully dismissed may be reinstated by Town Council or by the Grievance Arbitration process.

- c. **Personnel Record Access:** Employees shall have the right to review their personal file held by the Town of Raymond provided that they make an appointment in advance. The Employee may review their personal file once very calendar year or as required by the Grievance Procedure. The Employee may have a Union Steward present at the time of said review. No copies of documents relating to an Employee's performance may be placed on the Employee's personal file without the Employee receiving a copy of such document. If an Employee is not copied on such document it will be removed from their personal file.

The record of an Employee shall not be used against the Employee and any record of discipline will be removed from the Employee's personal file after an incident free period of twenty-four (24) months.

ARTICLE 22: WAGE & CLASSIFICATION

- a. List of all classifications and current wages is contained in Schedule 'A' attached.

ARTICLE 23: PENSIONS

- a. All permanent Employees shall be covered by the Local Authorities Pension Plan (LAPP) and shall share the cost of said plan on the basis of contribution proportion as outlined in the Local Authorities Pension Act and Regulations.

ARTICLE 24: TERM OF AGREEMENT

- a. This Agreement shall be in full force and effect from January 1, 2009 and continue in full force and effect to the 31st day of December 2011, and from each year thereafter, except as hereinafter provided.

- b. Either party may give notice to amend or terminate this Agreement on any anniversary date; such notice will be given in writing to the other party not less than sixty (60) days or more than one-hundred and twenty (120) days prior to such anniversary date.
- c. If notice to amend or terminate the Agreement has been given by either party prior to the termination date of this Agreement, and if negotiations continue beyond the termination date of this Agreement, the Agreement will remain in full force and effect until the application provisions of the Alberta Labour Code have been complied with.
- d. Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

ARTICLE 25: MANAGEMENT & RIGHTS

- a. Management reserves all the rights not specifically restricted by this Agreement.

ARTICLE 26: STRIKES & LOCKOUTS

- a. No Employee, no bargaining unit and no person acting on their behalf shall strike or cause a strike or threaten a strike unless that strike is permitted by the Alberta Labour Code.
- b. No Employer, no Employer's organization and no person acting on their behalf shall lockout or cause a lockout or threaten a lockout, or to cause a lockout unless that lockout is permitted by the Alberta Labour Code.

ARTICLE 27: LOSS OF LICENSE

- a. Employees who are required to maintain a valid Province of Alberta Operators License for the purpose of their work with the Employer may be terminated from their employment in the event of the loss of Operators License in excess of a twenty-four (24) hour suspension.
- b. In the event of such loss of Operators Licence the affected Employee may be offered the first available position to which he/she is qualified.

ARTICLE 28: MEDICAL EXAMINATIONS

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

SCHEDULE "A" – WAGE RATES

CLASSIFICATION OUTSIDE/INSIDE EMPLOYEES	JANUARY 1/2009 4%		JANUARY 1/2010 3%		JANUARY 1/2011 3%	
	START RATE \$	JOB RATE \$	START RATE \$	JOB RATE \$	START RATE \$	JOB RATE \$
Labourer I	8.96	9.97	9.23	10.27	9.51	10.58
Labourer II	11.66	12.97	12.01	13.36	12.37	13.76
Labourer III	14.80	15.67	15.24	16.14	15.70	16.62
Utility Operator I	17.21	19.00	17.73	19.57	18.26	20.16
Utility Operator II	21.05	23.16	21.68	23.85	22.33	24.57
Utility Operator III**		24.62		25.36		26.12
Maintenance Machine Operator I	12.63	14.03	13.01	14.45	13.40	14.88
Maintenance Machine Operator II	17.21	19.00	17.73	19.57	18.26	20.16
Maintenance Machine Operator III	21.05	23.16	21.68	23.85	22.33	24.57
Mechanic I	21.05	23.16	21.68	23.85	22.33	24.57
Mechanic II	22.41	24.62	23.08	25.36	23.77	26.12
Recreation Operator I	12.63	14.03	13.01	14.45	13.40	14.88
Recreation Operator II	17.21	19.00	17.73	19.57	18.26	20.16
Recreation Operator III	21.05	23.16	21.68	23.85	22.33	24.57
Operational Services Supervisor	23.86	26.51	24.58	27.31	25.32	28.13
Leisure Services Supervisor	22.41	24.62	23.08	25.36	23.77	26.12
Environmental Services Supervisor	23.84	26.51	24.56	27.30	25.30	28.11
Solid Waste Operator	12.63	14.03	13.01	14.45	13.40	14.88
Municipal Clerk	19.82	21.93	20.41	22.59	21.02	23.27
Administrative Assistant I	10.56	11.59	10.88	11.94	11.21	12.30
Administrative Assistant II	13.34	14.72	13.74	15.16	14.15	15.61
Administrative Assistant III	15.88	17.53	16.36	18.06	16.85	18.60
AQUATIC EMPLOYEES	START RATE \$	JOB RATES\$	START RATE \$	JOB RATE \$	START RATE \$	JOB RATE \$
Pool Supervisor	16.61	17.00	17.11	17.51	17.62	18.04
Senior Lifeguard	13.86	14.20	14.28	14.63	14.71	15.07
Junior Lifeguard	11.86	12.18	12.22	12.55	12.59	12.93
Pool Cashier	8.96	9.97	9.23	10.27	9.51	10.58
NOTE: 2009 Aquatic rates reflect \$3.00 wage adjustment, plus the 4% increase in first year.	Assistant Water Safety Instructor					+ .25
	Water Safety Instructor					+ .50
	Lifeguard Instructor					+ .50
	NLS Instructor					+ .25
	CALA Certification – Aquafit Instructor					+ .50

** Utility Operator III – Sunset clause with the retirement of Joe Rewers and no other individual can be classified as a Utility Operator III.

Garbage Truck Driver to be placed in the Maintenance Machine Operator I or II classification (based on qualifications).

LETTER OF UNDERSTANDING #1

between

CANADIAN UNION OF PUBLIC EMPLOYEES, Sublocal 70
(herein referred to as the "Union")

and

TOWN OF RAYMOND
(herein referred to as the "Union")

RE: PERSONAL PROTECTIVE CLOTHING

To clarify Article 17: Clothing of the Collective Agreement between the Town and the Union, all permanent Employees are eligible to claim up to two hundred and fifty dollars (\$250.00) annually for the purchase of personal protective clothing.

PROCEDURE: The Town shall supply each permanent Employee with the basic personal protective equipment. The Employee(s) shall purchase and then be reimbursed up to two hundred and fifty dollars (\$250.00) annually for the purchase of speciality protective clothing.

The Town shall supply the following:

- Hard hat
- Safety vest
- Basic eye protection
- Basic ear protection
- Severe weather coveralls
- Basic dust inhalation protection
- Basic rain wear
- Basic rubber gloves
- Basic rubber footwear
- Severe weather head wear

Each permanent Employee will receive one (1) each of the list above. However, the Employee will not receive any replacement of the list of items until they expire or are sufficiently worn. At the discretion of the Manager, these items may be replaced or additional protective equipment issued. All items issued by the Town shall remain the property of the Town.

CRITERIA: The Employee shall supply the following:

- Basic hand wear
- Approved coveralls
- All other safety items he/she desires
- Severe weather safety toed boots
- Severe weather gloves
- Approved steel toed boots

The items purchased by the Employee, upon receipt of the item, shall be reimbursed by the Town up to two hundred and fifty dollars (\$250.00) annually. These items shall remain the property of the Employee.

LETTER OF UNDERSTANDING #1
CONTINUED

MISUSE & DISCIPLINE: The Employee shall be responsible to store, keep in good repair, and at the appropriate time wear any or all items of personal protective clothing. Should the Employee misplace or allow any personal protective piece of equipment to be damaged or destroyed, he/she shall be responsible to replace that item.

The Town will discipline any Employee who does not comply completely with this policy.

Signed this _____ day of April 2009

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES, Sublocal 70

SIGNED ON BEHALF OF
TOWN OF RAYMOND

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LETTER OF UNDERSTANDING #2

between

CANADIAN UNION OF PUBLIC EMPLOYEES, Sublocal 70
(herein referred to as the "Union")

and

TOWN OF RAYMOND
(herein referred to as the "Union")

RE: DISCRETIONARY SPENDING FUND

The Discretionary Spending Fund has been created using the Health Care Spending Account as a model.

The Town of Raymond and its Employees shall contribute into the fund on a seventy-five percent (75%) Employer and twenty-five percent (25%) Employee ratio to a maximum of fifteen hundred dollars (\$1,500.00) per Employee per year. The Employee must withdraw a minimum of fifteen hundred dollars (\$1,500.00) by December 31st of the second (2nd) year.

The Town will maintain a running account total in the Town's Balance Sheet for each Employee. This will enable the Employer and Employee to readily determine the current balance of each account.

The primary intent of the fund is to provide a mechanism whereby the Employee may have available discretionary funds to assist with the cost of medical, optical, dental and other related expenses.

In order to draw down the account at the conclusion of Year II, the Employee will not be restricted as to how the funds may be spent.

Any Employee hired after January 31, 2009 shall not be eligible to participate in the Discretionary Spending Fund.

Signed this _____ day of April 2009.

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES, Sublocal 70

SIGNED ON BEHALF OF
TOWN OF RAYMOND

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LETTER OF UNDERSTANDING #3

between

CANADIAN UNION OF PUBLIC EMPLOYEES, Sublocal 70
(herein referred to as the "Union")

and

TOWN OF RAYMOND
(herein referred to as the "Union")

RE: UNION-MANAGEMENT ADVISORY COMMITTEE (UMAC)

- a. A Union-Management Advisory Committee (UMAC) shall be established within one (1) month of the signing of this Collective Agreement. The Local Union representative shall provide the names of up to three (3) Employees, and the Employer shall provide the names of up to three (3) appointed representatives to sit on the UMAC.
- b. The functions of the UMAC are to examine and make recommendations regarding the concerns of Employees relative to matters regarding this Collective Agreement, also matters which are not covered in this Collective Agreement and including issues related to Health & Safety matters.
- c. Such meetings will take place on a quarterly basis during each year of the term of this Collective Agreement.

Signed this _____ day of April 2009.

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES, Sublocal 70

SIGNED ON BEHALF OF
TOWN OF RAYMOND

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In witness whereof the parties hereto have executed this

Collective Agreement this _____ day of April 2009.

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES, Sublocal 70

SIGNED ON BEHALF OF
TOWN OF RAYMOND

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