

# **COLLECTIVE AGREEMENT**

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**CUPE** / Canadian Union of Public Employees  
Local 927

**Inside & Outside Workers**

- AND -

**TOWN OF PINCHER CREEK**

**April 1, 2011 to March 31, 2014**



Canadian Office & Professional Employees  
COPE491: JS/lrc



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# COLLECTIVE AGREEMENT

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**CUPE** / Canadian Union  
of Public Employees **Local 927**

**Inside & Outside Workers**

(Hereinafter referred to as the "Union")

- AND -

**TOWN OF PINCHER CREEK**

(Hereinafter referred to as the "Town")

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## **ARTICLE 1: PURPOSE**

The purpose of this Agreement is to stipulate wages and working conditions of the Employees covered by Certificate No. 542-92.

## **ARTICLE 2: RECOGNITION & LABOUR MANAGEMENT MEETING**

- (a) The Town recognizes Local 927, the Canadian Union of Public Employees, as the sole bargaining agent for all Employees specified in Certificate #542-92. The parties agree to the Exemption of the Project Coordinator and the Aquatic Supervisor from Collective Agreement.
- (b) No Employee shall be asked to make written or verbal agreement with the Town covering hours of work, wages or any other conditions during the life of this Agreement.
- (c) Employees 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 regular Employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any Employee whose jobs are in the bargaining unit. For the purpose of this clause, "Employee" shall mean all other Employees of the Employer who are not included in the bargaining unit.

(d) The Employer recognizes the Union and its members have a concern regarding job security.

1. The Union and its members recognize that management have to be fiscally responsible in the provision of a level of service that is affordable - to the Town of Pincher Creek.
2. Therefore, when alternate forms of service delivery affecting work presently performed by members of the bargaining unit would result in reduction of either the number of Employees or the hours worked by the Employees, the Employer will give sixty (60) days written notification to the Union.
3. The Employer will also consult with the Union in respect to the affect that alternate service delivery will have on the Employees. The Union shall have the right, within sixty (60) days after written notification is given, to make a presentation to Town Council with respect to the alternate form of service delivery.
4. The Employer shall endeavour to retrain or reclassify Employees should alternate forms of service delivery affect the employment of permanent Employees. In the event that the Employer is unable to retrain or reclassify Employees, then Article 10 of the current Collective Agreement shall be followed.

(e) **Labour/Management Committee:**

It is mutually agreed that a Committee be established, consisting of three (3) representatives of Management and three (3) representatives of the Union with the following terms of reference:

1. Meet twice a year at a minimum, on the third (3<sup>rd</sup>) Tuesday of March and September or at the request of either party when an issue arises.
2. To discuss matters of mutual concern to the parties;
3. Each party will forward their agenda for each meeting the Thursday prior to the meeting.
4. Each party will alternate with taking notes at the meeting.

Minutes of all meetings of this Committee shall be forwarded to the Secretary of the Union and all members of the Committee following each meeting.

### ***ARTICLE 3: UNION SECURITY***

The Town agrees to deduct from the wages of all Employees covered by this Agreement, Union dues under the Rand Formula as shall be decided by the Union.

## **ARTICLE 4: HOURS OF WORK**

### **(a) Outside Workers**

1. The regular hours of work for Employees shall be from 8:00 a.m. to 4:30 p.m. with a one-half ( $\frac{1}{2}$ ) hour interval for lunch, between 12:00 Noon and 12:30 p.m., Monday to Friday inclusive, constituting a forty (40) hour week.
2. Any Employee who is requested to work a portion of their regular noon hour lunch period shall be paid at the rate of double time (x 2) their regular rate of pay for the actual time worked. Twenty (20) minutes will be allowed for lunch during the regular working time.
3. Employees requested to work any time outside the hours of 6:00 a.m. to 7:00 p.m. shall be paid at the rate of eight (8) hours for seven (7) hours of work. Employees shall be notified the night before of change of shift.

### **(b) Inside Workers**

1. The regular hours of work shall be seven (7) hours per day, Monday to Friday inclusive. All Employees shall be permitted a one (1) hour lunch break near the midway point of each shift. Daily hours as set out by the Town may be scheduled between 7:30 a.m. to 5:30 p.m. Providing it is mutually acceptable to the Town and the individual Employees, the daily work schedule is flexible and may be amended to suit both parties.
2. Employees required to work hours or days other than specified above, shall be paid seven (7) hours pay for six (6) hours work.
3. Any Employee who is requested to work a portion of their regular noon hour lunch period shall be paid at the rate of two times (x 2) his/her regular rate of pay for the actual time worked.

### **(c) Community Peace Officer**

1. The hours of work shall not exceed eight (8) hours per day and shall be scheduled by Administration that each scheduled shift shall be a minimum of three (3) hours. Each scheduled day shall not exceed twelve (12) hours without a twelve (12) hour rest between shifts, except in cases of emergency or disaster.
2. A minimum of two thousand and eighty (2,080) hours per year shall be scheduled.
3. A maximum of forty (40) hours of work scheduled on a maximum of six (6) consecutive days, the schedule shall allow a minimum of two (2) consecutive days where no hours are scheduled.

(d) Hours of work for Pool and Arena staff:

The hours of work for permanent staff working in the arena will vary according to the regular scheduled shifts but shall not be less than forty (40) hours per week or two thousand and eighty (2,080) hours per year.

Assignment of relief staff to the arena shall be in reverse seniority order.

The hours of work for the permanent pool staff will vary according to the regular scheduled shifts but shall not be less than thirty-five (35) hours per week or one thousand eight hundred and twenty (1,820) hours per year.

## **ARTICLE 5: PAYDAYS**

Paydays shall be every two (2) weeks. If the Town office is closed on a designated payday every effort will be made to pay the day before. Employees will have their wages directly deposited in a financial institute of their choice NOT later than twelve o'clock (12:00) Noon on the payday.

## **ARTICLE 6: OVERTIME**

(a) Outside Workers & Community Peace Officer: Employees who are required to work in excess of eight (8) hours per day shall be paid at the rate of double time (x 2) for all work in excess of eight (8) hours on regular days and double time (x 2) for all hours on regular days off.

Inside Workers: Employees who are required to work in excess of seven (7) hours per day shall be paid at the rate of double time (x 2) for all work in excess of seven (7) hours on regular days and double time (x 2) for all hours on regular days off.

(b) Time off may be taken in lieu of overtime pay at the mutual convenience between the Employee and the Employer. Such time off shall be granted based on double (2x) the actual hours worked. The total number of overtime hours banked and taken is not to exceed twenty (20) overtime hours (i.e. forty (40) straight time hours) in any one (1) calendar year. Any overtime accumulated prior to the second last pay period of the year shall be scheduled and taken prior to December 31<sup>st</sup> of that year or paid out in the last pay period of the year. Overtime in the last pay period of the year shall be paid out.

(c) The Town agrees to distribute overtime as equitably as possible between members of the work crew.

(d) A minimum payment of double time (x 2) for two (2) hours shall be paid for call outs.

## **ARTICLE 7: HOLIDAYS**

- (a) The following shall be holidays for which Employees will receive their regular daily pay:

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

*and* all holidays declared or proclaimed by the Town of Pincher Creek, the Province of Alberta, or the Dominion of Canada.

- (b) If an Employee is required to work on any of the above named holidays, he/she shall be paid the regular day's pay for the holiday, plus double time (x 2) for all time worked.
- (c) If a statutory holiday falls on an Employee's regular day off, he/she shall be entitled to an extra day's pay for same, or be given a day off with pay in lieu, the day off to be arranged at the mutual convenience of both parties.

## **ARTICLE 8: ANNUAL VACATION**

- (a) All Employees shall be granted paid vacations on the following basis:
- After one (1) year of service & in the second year ---Two (2) weeks
  - In the third (3<sup>rd</sup>) year of service -----Three (3) weeks
  - In the seventh (7<sup>th</sup>) year of service -----Four (4) weeks
  - In the tenth (10<sup>th</sup>) year of service-----Five (5) weeks
  - In the twentieth (20<sup>th</sup>) year of service -----Six (6) weeks
- (b) Vacation Schedule: Vacations shall be on a rotation schedule within each classification or group; a vacation list will be posted on March 1st each year so Employees can mark in their choice of holidays before April 1<sup>st</sup>. These lists will be used from year to year to determine the choice of vacation for all Employees in each classification or group. Where there is an even number, the first two names on the list will reverse order at the bottom of each list. Where there is an odd number, the first two names on the list will move to the bottom of the list each year without reversing. In all cases, new Employees will be added below those on the list.
- (c) Workers who wish to split their holidays into two (2) or more parts will not be allowed their second choice until everyone on the list has had their first choice, with the same pertaining to further choices. No two (2) key persons will be allowed vacations at the same time.

All casual or seasonal Employees shall be paid holidays on the basis of four percent (4%) of earnings.

- (d) Paid holidays, as outlined in Article 7, which fall during an Employee's vacation shall be taken in addition to vacation either immediately prior to or after the said vacation.
- (e) An Employee terminating or having his/her employment terminated shall be paid vacation pay in accordance with his/her vacation entitlement:
- Two (2) weeks entitlement-----Four percent (4%) of gross earnings
  - Three (3) weeks entitlement----Six percent (6%) of gross earnings
  - Four (4) weeks entitlement -----Eight percent (8%) of gross earnings
  - Five (5) weeks entitlement-----Ten percent (10%) of gross earnings
  - Six (6) weeks entitlement-----Twelve percent (12%) of gross earnings
- (f) Vacation Calculation:  
Employees shall be granted vacation based on their anniversary date.

## **ARTICLE 9: SENIORITY & RE-ENGAGEMENT**

- (a) Seniority is the length of service with the Town of Pincher Creek. Seniority will be effective after six (6) months continuous employment and shall date from the time of hiring unless the Employee is dismissed during the probationary period or terminates his/her employment. Seniority will apply to all full-time and seasonal Employees. Seasonal Employees hired back to a previously worked position will have the probation period waived. Accrual of seniority will be from the date of rehire.
- (b) Promotions coming within the scope of this Agreement shall be granted according to qualifications. Where qualifications, experience of two (2) or more Employees are equal in the opinion of the Town, seniority shall prevail.
- (c) When a vacancy occurs or a new position is created, such position shall be posted for a period of not less than five (5) working days on the bulletin boards at the Town Office, Public Works Shop and Multi-Purpose Facility. Said postings shall contain the job classification, qualifications required, nature of duties, current rate(s) of pay and closing date of posting; copy of said posting will be sent to the CUPE Local President and the CUPE National Representative.

## **ARTICLE 10: LAYOFF, REHIRING, DISCIPLINE & DISMISSAL**

- (a) Full-time Employees who are to be laid off because of shortage of work shall be given thirty (30) days notice of such layoff, or thirty (30) days pay in lieu thereof. Seasonal Employees shall be given ten (10) working days notice of layoff. Layoffs shall be in the inverse order of seniority, that is the last hired shall be the first laid off within each classification. An Employee with more seniority, provided they have the necessary qualifications and ability, may bump an Employee with less seniority in another classification. If permanent Employees are laid off for a period of one (1) year without being recalled to work the Employer shall pay them a severance as follows:
- (i) One (1) week, if the Employee has been employed by the Employer for more than three (3) months but less than two (2) years;
  - (ii) Two (2) weeks, if the Employee has been employed by the Employer for two (2) years or more but less than four (4) years;
  - (iii) Four (4) weeks, if the Employee has been employed by the Employer for four (4) years or more but less than six (6) years;
  - (iv) Five (5) weeks, if the Employee has been employed by the Employer for six (6) years or more but less than eight (8) years;
  - (v) Six (6) weeks, if the Employee has been employed by the Employer for eight (8) years or more but less than ten (10) years, or
  - (vi) Eight (8) weeks, if the Employee has been employed by the Employer for more than ten (10) years
- (b) Seasonal Employees shall be laid off and recalled in order of the bargaining unit wide seniority. The Employer will take into consideration the capability of the Employee to perform the duties required.

When rehiring, all Employees laid off shall be called back to work in order of seniority provided they are qualified to do the work.

- (c) Burden of Proof:  
In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the Employee.

An Employee who is dismissed or disciplined shall have the right to appeal such dismissal or discipline through the Union as a grievance. Should such dismissal or discipline prove to be unjustified, the Employee shall be reinstated to his/her

former position and shall be paid for wages and benefits lost during such dismissal or discipline or such ruling as may be determined by the Arbitrator.

(d) Warning:

Whenever the Town deems it necessary to censure an Employee in a manner indicating that dismissal or discipline may follow if such Employee fails to bring his/her work up to a required standard by a given date, the Town shall, within ten (10) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the Employee involved.

(e) Right to have Steward Present:

In order to provide an orderly and speedy procedure for the settling of grievances, the Town acknowledges that rights and duties of the Union Grievance Committee and the Union Stewards. The Stewards may assist any Employee, which the Steward represents, in preparing and presenting his/her grievance in accordance with the Grievance Procedure.

The Union shall notify the Town in writing of the name of each Steward before the Town shall be required to recognize such Steward.

The Union recognizes that the Town employs each Steward and that he will not leave his work during hours except to perform his duties under this Agreement. Therefore, no Steward shall leave his work without obtaining the permission of his supervisor.

An Employee shall have the right to have his/her Steward or representative present at any discussion with supervisory personnel which the Employee believes might be the basis of disciplinary action. Where a Supervisor intends to interview an Employee for disciplinary purposes, the Supervisor shall so notify the Employee in advance of the purpose of the interview in order that the Employee may contact his/her Steward to be present at the interview. A Steward or Local Union officer shall have the right to consult with the CUPE National Representative.

(f) An Employee, upon giving one (1) working day's notice to his/her Supervisor, shall be permitted to have access and review his/her personnel record. No evidence from the Employee's record may be introduced as evidence in any hearing of which the Employee was not aware at the time of filing. An Employee shall have the right to make copies of any material contained in his/her personnel record.

## **ARTICLE 11: GRIEVANCE PROCEDURE**

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

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

STEP 1: The Employee(s) who believes him/herself to be aggrieved shall, within ten (10) working days of the alleged violation of this Agreement, take up the matter with his/her immediate Supervisor and attempt to solve the grievance. For this purpose he/she may, if they wish, be accompanied by a representative of the Grievance Committee of the Union.

STEP 2: Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step 1, the Employee(s) concerned, together with the Grievance Committee, shall within two (2) working days, submit the matter in writing to the Chief Administrative Officer (CAO) who shall render his/her decision in writing five (5) working days after receipt of such notice.

STEP 3: If the grievance is not settled in Step 2, the matter may be referred to Arbitration pursuant to the Alberta Labour Relations Code (single Arbitrator) within fifteen (15) days.

STEP 4: Where a dispute involving a question of general application or interpretation occurs, or where the Union has a grievance, Step 1 of this Article may be by-passed.

STEP 5: Failure of the Grievor or the Union to process a grievance to the next step in the grievance procedure within the time limits specified, shall not be deemed to have prejudiced the Union on any further identical grievance. If the Town fails to comply with the time limits, the grievance will automatically proceed to the next step.

STEP 6: Time limits in the grievance procedure may be extended by mutual agreement between the Town and the Union, confirmed in writing.

## **ARTICLE 12: LEAVE OF ABSENCE**

- (a) Leave of absence will be granted only insofar as the operation of the department will permit.
- (b) The Employee must give sufficient and reasonable notice, in writing, to the Employer when requesting same.
- (c) Such request must be submitted to the Department Head.
- (d) Upon return from such leave, the Employee is entitled to his/her former position without loss of seniority.
- (e) Should an Employee's application be refused he/she shall have the right to appeal to the (CAO).
- (f) An Employee shall be considered to have terminated his/her service if he/she fails to report at the required time, unless extension of such leave is granted by the Town.
- (g) When it is necessary for the Union to make application for leave of absence, such application shall be made at least one (1) week before such leave is required. During any approved leave under Clause (g), the Employer agrees to continue full pay and benefits to the Employee. The cost of same will be invoiced to the Union by the Employer, which the Union agrees to pay within fifteen (15) days of receiving the invoice.

## **ARTICLE 13: SICKNESS**

- (a) A Permanent Employee is entitled to sick leave based on the following:

- 1. Incidental Minor Illness:

During the first (1<sup>st</sup>) year of employment one (1) day for each month worked, up to a total of twelve (12) working days, with pay. Two (2) of the twelve (12) days may be used for the purposes of looking after the Employee's immediate family.

During the second (2<sup>nd</sup>) year of employment not more than eighteen (18) working days with pay. Three (3) of the eighteen (18) days may be used for the purposes of looking after the Employee's immediate family.

During the third (3<sup>rd</sup>) and subsequent years of employment not more than twenty (20) working days with pay. Five (5) of the twenty (20) days may be used for the purposes of looking after the Employee's immediate family.

For the purposes of this Article, "Immediate family" shall be defined as Husband, Wife (including common-law), children and parents of the Employee.

2. Major Illness:

A major illness shall be defined as a disability lasting for one (1) or more weeks as defined by the table of norms for short-term disabilities by the Alberta Municipal Service Corporation (AMSC).

- (i) During the first (1<sup>st</sup>) and second (2<sup>nd</sup>) year of employment an Employee shall be entitled to short term disability benefits up to seventeen (17) weeks, as offered by the AMSC and subsequently to long term disability benefits as offered by the AMSC.
- (ii) During the third (3<sup>rd</sup>) to tenth (10<sup>th</sup>) year of employment an Employee shall be entitled to short term disability benefits up to seventeen (17) weeks, as offered by the AMSC and subsequently to long term disability benefits as offered by the AMSC.

In addition to the benefits received while on short-term disability, the Town shall maintain both the Employer and Employee portions of the following: Pension Plan, AMSC, Dental Plan, Alberta Health Care, and Life Insurance while disabled, up to maximum of seventeen (17) weeks available with short-term disability benefits.

- (iii) During the eleventh (11<sup>th</sup>) and subsequent years of Employment an Employee shall be entitled to short term disability benefits up to seventeen (17) weeks, as offered by the AMSC and subsequently to long term disability benefits as offered by the AMSC.

In addition to the benefits received while on short-term disability, the Town shall maintain both the Employer and the Employee portions of the following: Pension Plan, AMSC, Dental Plan, Alberta Health Care, and Life Insurance while disabled, up to maximum of seventeen (17) weeks available with short-term disability benefits.

In addition, the Town shall further maintain the Employer/Employee benefits while on long-term disability benefits up to a maximum of thirty-five (35) weeks.

3. If an Employee requires time off for the purposes of the Employee attending dental, physiotherapy, optical, or medical appointments, provided the Employee has been given prior authorization by the Employer to do so, such absence shall be charged against the Employee's sick bank. Employees may be required to submit satisfactory proof of such appointment.

- b) All absences due to illness must be reported by the Employee to the Supervisor or CAO. All absences over three (3) days must be supported by a Doctor's certificate.

Where the Employer has reason to doubt the cause for absence an Employee, after receiving written notification, shall be required to produce a medical certificate for all absences. Such notification shall extend for a period of six (6) months from the date of such letter. Failing to file the statement requested he/she may be requested to terminate his/her employment with the Employer or not be paid any wages for the period of absence in question.

- c) The Town agrees to continue in force during the life of this Agreement the insurance plan as provided by the AMSC. The premium to be paid on the basis of eighty percent (80%) by the Town and twenty percent (20%) by the Employee.
- d) The Town agrees to cover permanent Employees under the Alberta Health Care Insurance Plan. The cost of which shall be paid on the basis of eighty percent (80%) by the Town and twenty percent (20%) by the Employee.
- e) The Town agrees to cover permanent Employees under the AMEBS one hundred percent (100%) Plan. The cost of which shall be paid on the basis of eighty percent (80%) by the Town and twenty percent (20%) by the Employee.
- f) The Employer agrees to maintain for all permanent Employees a Long Term Disability Plan provided by the AMSC. The Employee shall be responsible for the premiums of such a program.
- g) The Town agrees to pay eighty percent (80%) of the premium for all permanent Employees for the AMSC Dental Plan. The Employees, by payroll deduction, shall pay the remaining twenty percent (20%) of the premium.

## **ARTICLE 14: EMPLOYEE DEFINITIONS**

- a) An "Employee" shall mean any Employee of the Employer for whom the Union has been certified as the bargaining agent, or for whom the Union has attained the status of bargaining agent through voluntary recognition and whose employment is designated as:
  - (i) A "Full-time Employee" shall mean one 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.

- (ii) A "Seasonal Employee" shall mean one who is hired to work in a position of a seasonal nature requiring full-time hours of work and shall have rights of recall according to seniority for positions when work is available. Seasonal Employees may work in more than one (1) seasonal position (e.g., winter and summer seasonal jobs). Seasonal Employees shall be paid at the 0-6 month rate of pay in Appendix A: Wages. Seasonal Employees hired shall be paid the Maintenance 4 rate at the 0-6 month rate of pay in Appendix A: Wages and shall move to the after 6 month rate after accumulating six (6) months of service.
- (iii) Part time Employees are those Employees who normally work less than thirty-five (35) and more than fifteen (15) hours per week on a regular basis. Part time Employees shall be entitled to those applicable benefits in this Agreement.
- (iv) A "Casual Employee" shall mean one who is hired to work in an 'as needed basis', to fill in 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. Casual Employees will not accumulate seniority. Casuals shall be paid at the appropriate wage rate in Appendix "A". Should a Casual Employee be retained in a fulltime position with the Town, that Casual Employee shall have seniority established retroactive to the date on which the Employee last entered the service of the Employer.
- (v) A "Temporary Employee" is one who is hired for a specific job of a onetime nature, for a period not to exceed four (4) months. This time may be extended by mutual agreement between the Union and the Employer. Temporary Employees will not accumulate seniority; Temporary Employees shall be paid at the 0-6 month rate of pay in Appendix A: Wages.
- (vi) Students are not entitled to any rights or benefits of this Collective Agreement. A student is defined as person who has or is intending to register in an education facility.
- (vii) A "Permanent Employee" shall mean one who is appointed to a full-time position requiring their service on a twelve (12) month annual basis, and who has successfully completed the probationary period.
- (viii) Probationary Employees Newly hired Employees shall be considered on a probationary basis for a period of six (6) months of employment from the date of employment. Seasonal Employees shall be considered on a probationary period for the first full season of employment or for six (6) accumulated months, if they are hired during the season. A new Employee shall not accumulate seniority nor acquire any seniority rights while on probation. However, upon successful completion of probation,

seniority shall be established retroactive to the date on which the Employee last entered the service of the Employer.

The Employer may release a probationary Employee at any time during the probationary period and Employee shall not have recourse to the Grievance Procedures.

- (ix) There shall be no split shifts unless mutually agreed on by both parties, except for in-service training.

## **ARTICLE 15: CLOTHING**

- (a) The Employer agrees to supply Outside Workers with rubber (gum) boots, work gloves, slickers and three (3) pair of overalls/coveralls, one (1) of which may be insulated overalls/coveralls. Replacement of same shall be as required; old or worn out items to be returned on new issue. All boots, work gloves, slickers and overalls/coveralls are to remain in the Town Shop when not being used on the job.
- (b) When an Employee's employment is terminated all clothing issued must be returned to the Employer.
- (c) The Employer agrees to supply the Special Constable with a uniform, including pants, shirts, belts and shoes. All other articles of clothing shall be provided upon budget approval of Council.
- (d) Safety Boot Allowance: The Employer, upon proof of purchase, shall contribute one hundred dollars (\$100.00) per year towards the purchase of C.S.A. approved safety footwear with safety toe protection to each permanent full-time Employee and each seasonal Employee who has worked a minimum of ten (10) months and who is required to wear such footwear. The above amount may be carried over and a maximum amount of two hundred dollars (\$200.00) applied to a purchase in the second year.
- (e) Application of these provisions are on the basis of need, and with the understanding that the clothing is related to utilization while undertaking municipal responsibilities. The clothing shall remain the property of the Town of Pincher Creek

Pool Staff: Full-time Employees shall receive three (3) pair of shorts and three (3) t-shirts per year, plus a swimming suit allowance of seventy-five dollars (\$75.00) per year.

Part-time Employees shall receive two (2) pair of shorts and two (2) t-shirt per year, plus a swimming suit allowance of fifty dollars (\$50.00) per year.

- (f) Arena Staff: Full-time Employees shall receive one (1) jacket and one (1) hoodie or vest (for identification purposes) per year. Gloves and other safety equipment as required. Overalls may be made available for the Non full-time Employees for the arena staff.

**ARTICLE 16: DISCRIMINATION**

- (a) The Employer shall not discriminate against any Employee on the basis of race, religious beliefs, gender, colour, 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, sexual orientation, nor by reason of their membership or activity in the Union.
- (b) The Employer will not use their position to solicit donations from any Employee for any purpose.

**ARTICLE 17: COMPASSIONATE LEAVE**

- (a) Permanent Employees having completed six (6) months continuous service with the Town will be entitled to compassionate leave up to four (4) days with pay on the death of an immediate relative as follows:

Husband	Wife	Common-Law Spouse	
Son	Daughter	Mother	Father
Sister	Brother	Stepchildren	Stepparents

- (b) Permanent Employees having completed six (6) months continuous service with the Town will be entitled to compassionate leave up to three (3) days with pay on the death of an immediate relative as follows:

Grandparent	Grandchild	Mother-in-Law	Father-in-Law
Sister-in-Law	Brother-in-Law	Aunt	Uncle

Up to two (2) days extra travelling time will be allowed where travelling distance from Pincher Creek to the funeral exceeds three hundred and fifty (350) kilometres.

- c) If an Employee receives notification of their loss during a shift already started, the Employee will be excused from work with pay for the balance of their shift and compassionate leave will commence on the following day.

## **ARTICLE 18: EMPLOYEES CARS**

- (a) No Employee shall be required to use his/her car or truck to transport Town equipment.

## **ARTICLE 19: REST BREAK**

- (a) All Employees shall be allowed two (2) fifteen (15) minute rest breaks per day; on-the-job site thermos allowed.

## **ARTICLE 20: TERM OF AGREEMENT**

- (a) This Agreement shall remain in full force and effect from, April 1, 2011 to March 31, 2014, and from year to year thereafter unless either party to this Agreement is given notice in writing by the other party to amend or terminate this Agreement, not less than sixty (60) days or more than one-hundred twenty (120) days prior to the expiry date of this Agreement.

## **ARTICLE 21: COOPERATION ON SAFETY**

- (a) The Town shall provide all Employees working in any unsanitary or potentially hazardous job with the all the necessary tools, protective equipment and clothing required. These shall be maintained and replaced where necessary at the Town's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subjected to further collective measures through engineering changes or the elimination of the hazard.
- (b) The Union and the Town shall cooperate in establishing rules and practices, which promote an occupational environment which will enhance the physiological and psychological conditions of Employees, and which will provide protection from factors adverse to Employee health and safety. Each party to this Agreement shall appoint a minimum of two (2) members to this committee.
- (c) There shall be a minimum of four (4) meetings per year or as required by any member of the committee. The employer shall ensure minutes of all meetings are recorded, typed and distributed to all Committee members within one (1) week of the meeting.

## **ARTICLE 22: JOB CLASSIFICATIONS & WAGE RATES**

(a) Relief Supervisor:

One dollar fifty cents (\$1.50) per hour above the highest rate in the Collective Agreement to be paid year round for all hours worked as Relief Supervisor.

Only required to assume duties when the Director of Operations and Superintendent are on approved leave (i.e., vacation, illness, out of Town on authorized business). Does not include on-call during Saturdays, Sundays or Statutory Holidays.

The Employer shall provide classification criteria for all classifications listed in the Salaries Appendix "A" to the Union.

- (b) (i) Employees who have reason to believe their duties do not fall within their current classification may request a review, in writing, to their Supervisor.
- (ii) The Supervisor shall conduct a review and submit to the Employee a written decision within thirty (30) working days after receiving the request from the Employee. A copy of the response shall be sent to the Union at the same time.
- (iii) If the response to the classification review is not acceptable to the Employee within ten (10) working days, the Union shall submit the review to the CAO for his consideration. The CAO shall render a decision on the review within ten (10) working days after receipt of such notice, in writing, to the Union.
- (iv) If the decision of CAO is not acceptable to the Employee then the matter may be referred to Arbitration, pursuant to the Alberta Labour Relations Code (single Arbitrator), within ten (10) working days, in writing.

Time limits in Article 22 (c) may be extended by mutual agreement, in writing, between the Town and the Union.

- (c) When an Employee is temporarily assigned not less than five (5) working days to work a classification either higher or lower than their current classification, they shall continue to retain the rate of pay for their current classification, or the rate of pay of the job to which they are temporarily assigned to, whichever is higher.

Wage Increases: Refer to Appendix A: Wages Rates

## **ARTICLE 23: RIGHTS OF CONTRACTING PARTIES**

- (a) All Employees covered by this Agreement shall have the right to strike according to the provisions set out in the Alberta Labour Relations Code. There shall be no stoppage of work due to any strike or refusal to work on the part of the Employees or by reason of lock out by the Town during the period this Agreement is in force.
- (b) The Union recognizes that it is the right of the Town to exercise the usual and customary rights of management. Such managerial rights include the right of the Town to manage its business, direct the work forces, make rules and regulations and the right to hire, suspend, discharge, discipline, lay-off, transfer, classify, promote or demote any Employee. Such management rights are subject to this Agreement. The question of whether any management rights are limited by this Agreement shall be decided through the grievance and arbitration procedure.

## **ARTICLE 24: PENSION PLAN**

- (a) All permanent Employees upon completion of six (6) months continuous service shall, as a condition of employment, become and remain members of the Local Authorities Pension Plan (LAPP).
- (b) The Town's and the Employee's contributions shall be established by the Local Authorities Pension Plan (LAPP).

## **ARTICLE 25: SEXUAL HARASSMENT**

- (a) The Employer agrees to review, jointly with the Union, the policy against sexual harassment and make all Management personnel and Employees aware that violations of the policy shall be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions.

## **ARTICLE 26: GENERAL**

- (a) Plural or feminine terms may apply. Wherever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

- (b) (i) A premium of fifty dollars (\$50.00) per month shall be paid to all Employees' upon completion of any Level I courses related to his/her classification of Water/Waste Water.
- (ii) An Additional premium of seventy-five (\$75.00) per month shall be paid to all Employees upon completion of any Level II courses related to his/her classification.
- (c) Where the Employer authorizes Employees to leave prior to the end of their regularly scheduled workday, such Employees shall not suffer any loss of salary or benefits.

## **ARTICLE 27: PARENTAL LEAVE**

- (a) Benefits Section of the Employment Standards Code of Alberta:  
Both the Union and the Town recognizes the provisions and authority of the Maternity Benefits Section of the Employment Standards Code of Alberta.
- (b) Length of Parental Leave:  
Parental 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 his/her adoptive child.
- (c) Shortening of Leave:  
An Employee, with the agreement of his/her Employer, may shorten the duration of the period by providing his/her Employer with a medical certificate indicating that resumption of work will not endanger his/her health.
- (d) Notice to Employer:  
The Employee shall give his/her Employer four (4) weeks notice, in writing, of the day upon which he/she intends to commence parental leave, together with a medical certificate certifying that she (the spouse) is pregnant and giving the estimated date of delivery.

That the prospective adopting parent shall, if possible, give his/her Employer two (2) weeks notice, in writing, of the day upon which he/she intends to commence parental leave, together with a letter from Alberta Family & Social Services indicating the estimated date of receipt of the child.

(e) No Prior Notice Provision:

An Employee who fails to comply with the "Notice to Employer" section shall be entitled to parental leave if, within two (2) weeks after he/she ceases work, a medical certificate is provided indicating she (the spouse) is not able to work by reason of her pregnancy and giving the estimated date or actual date of delivery. In the case of adoption, a letter from Alberta Family & Social Services confirming receipt of the child will be required.

(f) Resuming Employment:

An Employee who wishes to resume his/her employment shall give his/her Department Head four (4) weeks notice, in writing, of the day on which he/she intends to resume employment.

The Employer shall:

- Reinstatement him/her in the position he/she occupied at the time his/her parental leave commenced; or
- Provide him/her with alternative work of a comparable nature at not less than the same wages and other benefits that had accrued to the Employee at the date that the Employee commenced parental leave. The Town of Pincher Creek is not required to allow an Employee to whom maternity leave has been granted to resume his/her employment until after the expiration of four (4) weeks from the day on which the Employee notifies the Employer of his/her intention to resume employment.

(g) Interference With Performance of Duties:

Where the pregnancy of an Employee interferes with the performance of the Employee's duties, the Town of Pincher Creek may by notice in writing to the Employee require the Employee to commence parental leave, but not to exceed the twelve (12) weeks immediately preceding the estimated date of delivery.

During cases of pregnancy, an Employee may be unable to perform all the duties of her own position but may well be able to perform alternate work; it is, therefore, desirable to both the Town and the Union that alternate work be provided. If alternate work at an equivalent rate of pay is available within the bargaining unit, it will be provided.

If, however, this is not possible alternate work at a lesser rate of pay will be offered. The Employee shall have the right to refuse alternate work and elect instead to commence parental leave.

(h) No Termination or Layoff:

The Employer shall not terminate the employment of or layoff an Employee who by reason only that the Employee is pregnant or that parental leave has been taken.

(i) Benefits & Entitlements:

Parental leave shall be without pay or vacation entitlement. The Employee on such leave will not lose seniority.

(j) Job Security:

Where the Employer has suspended or discontinued operations in part or in full during the period of an Employee's parental leave and they have not been resumed at the expiration of leave, the Employer shall upon resumption of operations:

- Reinstatement the Employee in his/her former position at not less than the same wages and other benefits accrued to the date parental leave commenced; or
- The requirement for the Employer to reinstate or provide alternate work extends for a period of twelve (12) months from the date of expiration of the Employee's parental leave.

(k) Benefits While on Parental Leave:

Employees on parental leave may elect to continue Alberta Health Care, Extended Health Care and group dental coverage for the duration of their leave, provided the Employee pays their portion of the benefit premium.

Such Employees may also elect to continue to contribute to the Group RSP. If such an election is made the Town of Pincher Creek will also continue to make the required Employer contributions during the period of leave.

(l) Paternity Leave:

Paternity leave of two (2) working days shall be granted, with pay, to all male Employees for either the birth or adoption of a child.

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**IN WITNESS THEREOF the parties have executed  
this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2011.**

<b>ON BEHALF OF TOWN OF PINCHER CREEK</b>	<b>ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, Local 927</b>

## APPENDIX "A" - WAGE RATES

ADMINISTRATIVE ASSISTANTS	PROBATION	7-24 MONTHS	25-36 MONTHS	37-48 MONTHS	49 MONTHS
April 1, 2010 (5%)	\$18.76	\$20.00	\$21.42	\$22.41	\$22.63
April 1, 2011 (2%)	<b>\$19.14</b>	<b>\$20.40</b>	<b>\$21.85</b>	<b>\$22.86</b>	<b>\$23.08</b>
April 1, 2012 (3%)	<b>\$19.71</b>	<b>\$21.01</b>	<b>\$22.50</b>	<b>\$23.54</b>	<b>\$23.78</b>
April 1, 2013 (3%)	<b>\$20.30</b>	<b>\$21.64</b>	<b>\$23.18</b>	<b>\$24.25</b>	<b>\$24.49</b>
PEACE OFFICER	PROBATION	7-24 MONTHS	25-36 MONTHS	37-48 MONTHS	49 MONTHS
April 1, 2010 (5%)	\$24.18	\$25.03	\$25.95	\$26.87	\$27.06
April 1, 2011 (2%)	<b>\$24.66</b>	<b>\$25.53</b>	<b>\$26.47</b>	<b>\$27.41</b>	<b>\$27.60</b>
April 1, 2012 (3%)	<b>\$25.40</b>	<b>\$26.30</b>	<b>\$27.26</b>	<b>\$28.23</b>	<b>\$28.43</b>
April 1, 2013 (3%)	<b>\$26.17</b>	<b>\$27.09</b>	<b>\$28.08</b>	<b>\$29.08</b>	<b>\$29.28</b>

MAINTENANCE 3	01-Apr-2010 5%	01-Apr-2011 2%	01-Apr-2012 3%	01-Apr-2013 3%
Probation Rate	\$20.21	<b>\$20.61</b>	<b>\$21.23</b>	<b>\$21.87</b>
Job Rate	\$22.84	<b>\$23.30</b>	<b>\$24.00</b>	<b>\$24.72</b>
MAINTENANCE 2	01-Apr-2010 5%	01-Apr-2011 2%	01-Apr-2012 3%	01-Apr-2013 3%
Probation Rate	\$20.93	<b>\$21.35</b>	<b>\$21.99</b>	<b>\$22.65</b>
Job Rate	\$24.00	<b>\$24.48</b>	<b>\$25.21</b>	<b>\$25.97</b>
MAINTENANCE 1	01-Apr-2010 5%	01-Apr-2011 2%	01-Apr-2012 3%	01-Apr-2013 3%
Probation Rate	\$21.64	<b>\$22.07</b>	<b>\$22.73</b>	<b>\$23.42</b>
Job Rate	\$24.69	<b>\$25.18</b>	<b>\$25.94</b>	<b>\$26.72</b>
PUBLIC WORKS COORDINATOR	01-Apr-2010 5%	01-Apr-2011 2%	01-Apr-2012 3%	01-Apr-2013 3%
Probation Rate	\$22.54	<b>\$22.99</b>	<b>\$23.68</b>	<b>\$24.39</b>
Job Rate	\$25.62	<b>\$26.13</b>	<b>\$26.92</b>	<b>\$27.72</b>
ASSISTANT AQUATIC SUPERVISOR	01-Apr-2010 5%	01-Apr-2011 2%	01-Apr-2012 3%	01-Apr-2013 3%
Wage Rate B	\$18.88	<b>\$19.26</b>	<b>\$19.84</b>	<b>\$20.43</b>
Wage Rate C	\$20.14	<b>\$20.54</b>	<b>\$21.16</b>	<b>\$21.79</b>
POOL CLERK		01-Apr- 2011 2%	01-Apr-2012 3%	01-Apr-2013 3%
Probation Rate	<b>\$13.94</b>	<b>\$14.22</b>	<b>\$14.65</b>	<b>\$15.08</b>
Job Rate	<b>\$14.57</b>	<b>\$14.86</b>	<b>\$15.31</b>	<b>\$15.77</b>

## APPENDIX "A" - WAGE RATES

CONTINUED

<b>MAINTENANCE 4 (SEASONAL ONLY)</b>	<b>01-Apr-2010 5%</b>	<b>01-Apr- 2011 2%</b>	<b>01-Apr-2012 3%</b>	<b>01-Apr-2013 3%</b>
Probation Rate	\$16.93	<b>\$17.27</b>	<b>\$17.79</b>	<b>\$18.32</b>
Job Rate	\$18.45	<b>\$18.82</b>	<b>\$19.38</b>	<b>\$19.97</b>
<b>OPERATOR WATER/WASTE TREATMENT</b>	<b>\$1.00</b>	<b>01-Apr-2011 2%</b>	<b>01-Apr-2012 3%</b>	<b>01-Apr-2013 3%</b>
Probation Rate	<b>\$23.13</b>	<b>\$23.59</b>	<b>\$24.30</b>	<b>\$25.03</b>
Job Rate	<b>\$26.18</b>	<b>\$26.70</b>	<b>\$27.50</b>	<b>\$28.33</b>
<b>JUNIOR GUARD</b>	<b>01-Apr-2010 5%</b>	<b>01-Apr-2011 2%</b>	<b>01-Apr-2012 3%</b>	<b>01-Apr-2013 3%</b>
Probation Rate (C)	\$12.94	<b>\$13.20</b>	<b>\$13.59</b>	<b>\$14.00</b>
Job Rate (D)	\$13.57	<b>\$13.84</b>	<b>\$14.26</b>	<b>\$14.68</b>
<b>SENIOR GUARD</b>	<b>01-Apr-2010 5%</b>	<b>01-Apr-2011 2%</b>	<b>01-Apr-2012 3%</b>	<b>01-Apr-2013 3%</b>
Probation Rate (C)	\$15.45	<b>\$15.76</b>	<b>\$16.23</b>	<b>\$16.72</b>
Job Rate (D)	\$16.09	<b>\$16.41</b>	<b>\$16.90</b>	<b>\$17.41</b>

<b>ADDITIONAL CERTIFICATIONS</b>	
Water Safety Instructor (WSI)	+.50¢
Life Saving Instructor	+.50¢
Instructor Training Red Cross	
Life Saving Society	
<i>RATE WILL ONLY APPLY WHEN TEACHING THESE COURSES</i>	

**Letter of Understanding #1 – Inside & Outside Workers**

BETWEEN

**Town of Pincher Creek**

AND

**Canadian Union of Public Employees Local 927**

**Inside & Outside Workers**

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The Town of Pincher Creek wishes to provide assurance to CUPE, Local 927 that it is not the intention to contract out or terminate regular permanent jobs during the terms of this contract being April 1, 2011 to March 31, 2014.

Should this position change, the Town undertakes to inform the Union to arrange discussions regarding options and other alternatives prior to implementation.

Agreed to this \_\_\_\_ day of \_\_\_\_\_ 2011

ON BEHALF OF <b>TOWN OF PINCHER CREEK</b>	ON BEHALF OF <b>CANADIAN UNION OF PUBLIC EMPLOYEES, Local 927</b>

**Letter of Understanding #2 – Hours of Work (Outside Workers)**

BETWEEN

**Town of Pincher Creek**

AND

**Canadian Union of Public Employees Local 927  
Inside & Outside Workers**

**RE: HOURS OF WORK (Outside Workers)**

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Between May and October, the Outside Workers regular hours of work shall be from 7:00 a.m. to 5:30 p.m. = 10 hours/day, with a one-half (1/2) hour lunch interval for lunch between 12:00 Noon and 12:30 p.m. Constituting in a forty (40) hour week, based on a four (4) day workweek schedule.

Should this position change, the Town undertakes to inform the Union to arrange discussions regarding options and other alternatives prior to implementation.

**Agreed to this \_\_\_\_ day of \_\_\_\_\_ 2011**

ON BEHALF OF <b>TOWN OF PINCHER CREEK</b>	ON BEHALF OF <b>CANADIAN UNION OF PUBLIC EMPLOYEES, Local 927</b>

**Letter of Understanding #3 – Alberta Health Care Premiums**

BETWEEN

**Town of Pincher Creek**

AND

**Canadian Union of Public Employees Local 927  
Inside & Outside Workers**

**RE: ALBERTA HEALTH CARE PREMIUMS**

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It is agreed that the Town of Pincher Creek shall pay one hundred percent (100%) of the premium cost of all the current benefit plans except Long Term Disability PROVIDING the providing the Province of Alberta eliminates the Alberta Health Care premium charges on January 1, 2009.

**NOTE:** For clarification, the one hundred percent (100%) premium cost paid by the Employer is for those current Benefit Plans identified in Article 13(c), (e) and (g). Employees will continue to pay one hundred percent (100%) of the premiums for the Long term Disability Plan as identified in Article 13(f).

\* See attached Summary of Benefits

Agreed to this \_\_\_\_ day of \_\_\_\_\_ 2011

<b>ON BEHALF OF TOWN OF PINCHER CREEK</b>	<b>ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, Local 927</b>

