

COLLECTIVE AGREEMENT

BETWEEN

THE TOWN OF DRAYTON VALLEY



AND

CUPE / *Canadian Union
of Public Employees*

LOCAL 2515

January 1, 2014 – December 31, 2014


Canadian Office & Professional Employees Local #491

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This Agreement made this 12th day of March, 2014

BETWEEN:

**The Town of Drayton Valley
Hereinafter called "the Town"**

Party of the First Part

AND:

**Canadian Union of Public Employees and
its Local 2515,
Hereinafter called "the Union"**

Party of the Second Part

ARTICLE 1 PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- (1) To maintain and improve harmonious relations between the Town and the Union.
- (2) To provide an amicable method of settling differences or grievances which may arise between the Town and its Employees.
- (3) To encourage efficiency in operations.
- (4) To promote the morale, well-being and security of all Employees in the bargaining unit of the Union.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.01 The Union recognizes that it is the exclusive right of the Town to manage and control the business of the Town and to direct its working forces.
- 2.02 All matters concerning the operation of the business of the Town and not specifically dealt with in this agreement are reserved to the Town and remain its exclusive responsibility.

ARTICLE 3 DISCRIMINATION CLAUSE

- 3.01 The Employer and the Union 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.

ARTICLE 4 RECOGNITION AND NEGOTIATION

4.01 Bargaining Unit

The Town recognizes the Canadian Union of Public Employees and its Local 2515 as the sole and exclusive collective bargaining agent for all of its Employees covered by Certificate #83-81 issued by the Alberta Labour Relations Board.

- 4.02 The Union shall advise the Town of the identity of those of the Town's Employees who, from time to time, are elected or appointed as representatives of the Union or as Stewards. They shall recognize the Stewards for the purposes of Article 10.

4.03 Part-time and Temporary Employees

This collective agreement applies to all part-time, temporary or casual Employees, unless otherwise specified.

4.04 No Other Agreements

No Employee shall be required or permitted to make a written or verbal agreement with the Town or its representative which conflicts with the terms of this collective agreement.

ARTICLE 5 MEMBERSHIP REQUIREMENTS

- 5.01 All Unionized Employees shall, as a condition of employment, be required to pay to the Union the regular Union dues, whether or not they are members of the Union.
The Town is hereby authorized to deduct from the wages of the Employees, bi-weekly, the amount of such regular Union dues as may be specified, from time to time by the Union and pay such deductions to the

Union on or before the 15th day of the month following. This payment shall be accompanied by a list of names of the Employees from whom the deductions were made and of the amount of the deductions. The Town shall also provide the Union with a list of newly hired Employees once a month, when necessary.

- 5.02 The Town shall provide the Union twice annually with the names, addresses and phone numbers of all Union Employees.

ARTICLE 6 CHECK-OFF OF UNION DUES

6.01 Due Receipts

The Town shall indicate on the T-4 slip which provides to each Employee on or before February 28th of each year, a statement of the total amount of Union dues deducted from the wages of the Employee during the preceding calendar year.

- 6.02 No activity by the Union, other than the processing of grievances as provided in Article 10, or collective bargaining with the Town, shall take place during working hours or take place on property owned by the Town, without the prior consent of the Town.

ARTICLE 7 CORRESPONDENCE

- 7.01 Notices required to be given by one party to the other party, or correspondence passing between them, may be given by personal delivery or be sent by prepaid mail, addressed as follows:

TO THE TOWN:
P.O. Box 6837
Drayton Valley, AB
T7A 1A1

TO THE UNION:
Canadian Union of Public
Employees Local 2515
P.O. Box 7830
Drayton Valley, AB
T7A 1S9

Attn: Town Manager

Attn: Recording Secretary

- 7.02 Either party may change its address for notices by giving notice to the other party. A notice personally delivered shall be deemed received on

the date of delivery. A notice sent by mail shall be deemed received on the third business day following its deposit in a post office.

ARTICLE 8 DEFINITIONS

8.01 Permanent Employee

The words "Permanent Employee" when used in this agreement shall mean an Employee who is filling a permanent position, with regular hours of work as determined by Article 16.

8.02 Permanent Position

The words "permanent position" when used in this agreement shall mean a position established by the Town as a permanent position.

8.03 Probationary Employee

The required "Probationary Employee" when used in this agreement shall mean any Employee filling a permanent position who is serving the required probationary period.

8.04 Probationary Period

The required probationary period is a period of six (6) months from the first day worked by the Employee. The Employee shall enjoy all benefits available after serving three (3) months with the Town from the first day worked by the Employee.

8.05 Temporary Employee

The word "Temporary" when used in this agreement shall mean an Employee who is filling a seasonal or established position for a period of time not to exceed eleven (11) months. If the position goes beyond the eleven (11) month continuous period, the position and the Employee will become permanent, except when filling a maternity position under Article 24.05.

8.06 **Permanent Part-time Employee**

When used in this agreement shall mean an Employee who works less than the regular daily hours and has continuous employment with the Employer for a period of more than six (6) months.

8.07 **Part-time Employee**

When used in this agreement shall mean an Employee who works less than the regular daily hours and has continuous employment with the Employer for a period of less than six (6) months.

8.08 **Casual Employee**

The word "Casual" when used in this agreement shall mean an Employee who relieves other Employees on an occasional and non-routine basis and who works less than 15 hours in a pay period. Casual employees will not be classed as a Part-time or Permanent Part-time Employee until they are appointed to an Organization chart position.

8.09 **Seasonal Labourers**

The Town may hire Seasonal Labourers as needed to meet operational requirements for up to eight (8) months each year. Seasonal work ends when the seasonal work requirements are met or otherwise determined by the Town. A Seasonal Labourer is to be given one (1) week of notice by the Town that seasonal employment is ending. Seasonal Labourers are expected to give the Town one (1) week of notice of resignation. Labourer I – seasonal/casual wage scale with each year of return, earning a one step increase.

8.10 **Dependent**

The word "dependent" when used in this Agreement shall refer to the Employee's legal spouse or adult interdependent partner, child, step-child or other child (i.e. grandchild, foster child) who is legally dependent upon the Employee for support and maintenance and is under 18 years of age or who is over 18 years of age and due to mental or physical disability is dependent on the support of the Employee.

ARTICLE 9 LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee

The parties agree to establish a Labour Management Committee which shall consist of three (3) representatives appointed by the Town and three (3) representatives appointed by the Union.

9.02 The purpose of this Committee is:

- (a) to foster communications between the Town and its Employees in order that a free exchange of ideas upon matters of common concern may occur;
- (b) to identify and discuss job related problems before or as they arise and to attempt to formulate solutions of them; and
- (c) to make recommendations to the parties upon such matters as may have properly been dealt with by the Committee.

9.03 This Committee shall not engage in any collective bargaining nor shall it have the authority to make decisions or rulings which are binding on the parties.

9.04 This Committee shall meet from time to time at such time and place as may be mutually agreed. It shall be the Town's and/or Union's responsibility to prepare and circulate an agenda of any meeting giving at least forty-eight (48) hours advance notice of the meeting to the members of this Committee.

9.05 Time Off for Meeting

Commencing January 1, 1982, representatives of the Union shall not suffer any loss of wages or benefits for any time away from work when involved in collective bargaining with the Town, provided that no more than three (3) Employees shall be considered as representatives of the Union for such purposes.

9.06 Time Off for Union Business

Time off for Union business, such as conferences, seminars or schools, will not be unreasonably withheld by Management. Such time off shall be

indicated on time sheets and billed to the Union based on Employee time and benefits paid.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement including a case where the Employer has acted unjustly or improperly.

- 10.02 The Town and the Union recognize the desirability of limiting or preventing grievances and therefore encourage the use of good judgment, good communications and clear directives in their respective dealings with each other and with the Employees.
- 10.03 All grievances must be brought to the attention of the Employee's immediate supervisor in writing within ten (10) working 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, failing which such grievance will not be considered.
- 10.04 If the immediate supervisor within ten (10) working days, is unable to resolve the grievance to the satisfaction of the Employee, then the Employee with the assistance of the Steward or Union Representative shall put the grievance in writing, identifying the incident, the provisions of this agreement allegedly violated and the remedy requested and the written grievance shall be presented to the Department Head within a further ten (10) working days.
- 10.05 If the Department Head is unable to resolve the grievance, he shall give a written answer to the Employee or the Union Representative within ten (10) working days of receiving the written grievance and the Union may within ten (10) working days present the grievance to the Town Manager, or in his absence, his designate.
- 10.06 If the Town Manager is unable to resolve the grievance, he shall give a written answer to the Union within ten (10) working days of receiving the grievance and thereafter either of the parties may refer the difference to arbitration by giving to the other party within twenty (20) working days of the Town Manager's answer, notice in writing of its desire to

submit the difference to arbitration. The notice shall contain a statement of the difference to arbitration. The notice shall name the party's nominee to an arbitration board. The other party shall then advise the first party in writing of the name of its nominee to the arbitration board. The two nominees so selected shall, within twenty (20) working days of the nomination of the second of them, appoint a third person who shall be the Chairman.

- 10.07 If the recipient of the notice fails to nominate an arbitrator within the time limit under Clause 10.06 of the Collective Agreement, an appointment shall be made by the Director of Mediation Services upon a request of either party. If the two nominees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Director of Mediation Services upon the request of either party.

ARTICLE 11 ARBITRATION BOARD

- 11.01 The Arbitration Board shall hear and determine the difference and shall issue an award in writing and the decision is final and binding upon the parties and any Employee affected by it. The decision of the majority is the award of the Arbitration Board, but if there is no majority, the decision of the Chairman governs and it shall be deemed to be the award of the Board.
- 11.02 Each party to the difference shall bear the expense for its respective nominee to the Arbitration Board and the two parties shall bear equally the expenses of the Chairman.
- 11.03 Subject to Clause 11.04, the Arbitration Board by its decision shall not alter, amend or change the terms of the collective agreement.
- 11.04 Where an Arbitration Board determines that an Employee has been discharged or otherwise disciplined by the "Town" for cause and the collective agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the Arbitration Board may substitute such other penalty for the discharge or discipline as to the Arbitration Board seems just and reasonable in all circumstances.
- 11.05 Any grievance which is not processed within the time limits shall be deemed to have been withdrawn, provided however, the parties may by mutual consent waive or vary any of the time limits.

11.06 Union or Town May Institute Grievance

Either the Town or the Union may initiate a grievance. Such a grievance shall be in writing and shall contain a statement of the relevant facts, the provisions of this agreement which are affected and the relief sought. Notice of the Town's grievance shall be sent to the President of the Union. Notice of the Union's grievance shall be sent to the Manager of the Town. Within ten (10) business days of the giving of the notice, the parties shall meet to discuss the grievance. If the matter is not then settled, the party receiving the grievance shall provide its written response to the grieving party within fifteen (15) business days of the giving of the notice. If the grieving party is not then satisfied the matter may be referred to arbitration in the manner provided in Clause 10.06.

ARTICLE 12 DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Warning

Whenever the Town deems it necessary to censure an Employee, in a manner indicating that dismissal or discipline may follow any further infraction, the Town shall, within ten (10) days give written particulars of such censure to the Union, with a copy to the Employee involved. Both the Town and Employee reserve the right to request a representative to attend any reprimand hearing.

12.02 Records of any corrective action taken will be added to the Employee's personnel file for a one year period of active continuous employment. At the end of that time, if the Employee has maintained a continuous record of good conduct for that one year period, all accounts of this corrective action will be removed from the employee's file. The Employee shall be informed that his/her record has been cleared.

12.03 An Employee shall have the right, at least once each year, to request access to his personnel file and to review such file at a time mutually agreed upon.

ARTICLE 13 SENIORITY

13.01 An Employee shall only acquire seniority upon the successful completion of the required probationary period. Seniority shall mean an Employee's length of continuous service with the Town, calculated from the Employee's date of hire, unless his service with the Town was broken, in

which event it shall be calculated from the date that he was rehired by the Town following the last break in his service. "Seniority" is on a bargaining-unit-wide basis.

- (a) Seniority is based on hours of work, as a percentage of a full time position.
- (b) Service awards will be based on first date of hire, with part-time or permanent part-time averaging less than 20 hours of work weekly average to receive a 50% award, 20 hours plus, earn a full award.
- (c) If an Employee is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer, he shall not lose seniority rights. An Employee on Maternity and/or Parental Leave shall continue to accrue seniority during their leave.

13.02 Service with the Town shall be broken and all seniority lost if an Employee:

- (a) voluntarily quits or resigns from employment with the Town;
- (b) has his employment terminated or is discharged for cause;
- (c) is laid-off work and the layoff is anticipated to be four (4) months or more;
- (d) fails to return to work within ten (10) working days after being recalled to work following a layoff;
- (e) fails to report for work after leave of absence without having a reason which is justifiable.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14.01 When a new position is created or when a vacancy in a permanent position occurs which the Town wishes filled, the Town shall post a notice on all bulletin boards for at least three (3) consecutive working days in order to solicit the names of Employees who wish to be considered for appointment to such position. A copy of the notice shall be sent to the Union.

14.02 The notice which is posted shall contain the following information, the nature of the position, qualifications, required knowledge and education,

experience, skills, hours of work and wage or salary rate or range. The qualifications will not be established in an arbitrary or discriminatory manner.

- 14.03 In filling the position, the Town shall give preference to the Employee with the greatest seniority provided he possesses the qualifications described in the notice posted pursuant to Section 14.02.
- 14.04 Appointments from within the bargaining unit shall be made within three weeks of the posting. If there are no suitable applicants within the bargaining unit a new employee may be hired.
- 14.05 When an Employee is promoted, transferred within his own department, or is transferred to another department, the Employee shall be placed on trial for a period of two (2) months. If that Employee does not satisfactorily perform the duties of the new classification or finds himself unable to perform such duties, he shall be returned to his former position and any other Employee who may have been transferred or promoted as a consequence shall also be returned to his former position. At the discretion of the Town a written request to extend the trial period by further two months can be made to the Union, which is to be based on areas requiring improvements as reviewed with the Employee over the initial trial period.
- 14.06 When an Employee is promoted to a position outside of the bargaining unit, he shall be permitted to retain his seniority and his ability to return to his former position for a period of six (6) months from the date of promotion.
- 14.07 The Town shall advise the Union of any change in the status of Union positions.

ARTICLE 15 LAYOFFS, DEMOTIONS AND REDUCTION

- 15.01 When laying off, demoting or reducing staff, the Town shall retain the Employee with the greatest seniority provided such senior Employee possesses the knowledge, skill and ability to perform the work required.
- 15.02 When an Employee loses their required (NLS, WSI, AEC, or First Aid) Certification as a Lifeguard/Pool Instructor Position (any level) they are subject to layoff, until Certification is reinstated.

15.03 When recalling staff after a layoff, the Employee on layoff with the greatest seniority shall be recalled first provided such Employee possesses the required knowledge, skill and ability.

15.04 **No New Employees**

New Employees shall not be hired until Employees laid off have been given an opportunity of recall.

15.05 **Advance Notice of Lay-off**

The Employer shall notify the Employees who are to be laid off ten (10) working days prior to the effective date of lay-off.

15.06 **Grievance on Lay-Offs and Recalls**

Grievances concerning lay-offs and recalls shall commence at Clause 10.05 of the Grievance Procedure.

ARTICLE 16 HOURS OF WORK

16.01 **Office Staff**

The regular hours of work for those Employees designated by the Town as being office staff shall be thirty-eight (38) hours and RCMP administrative support/ dispatch clerks thirty-seven and a half (37.5) hours per week as may be scheduled by the Town, Monday through Friday. Office staff shall be entitled to a one (1) hour lunch break.

16.02 **All Other Employees**

The regular hours of work for all other Employees shall be forty (40) hours per week as may be scheduled by the Town during any five consecutive days of a week. Employees shall be entitled to a one-half (1/2) hour lunch break.

- 16.03 (a) Employees who are not shift workers will have their regular hours of work scheduled to commence between the hours of 7:00 a.m. and 9:00 a.m.
- (b) Management will endeavor to schedule distribution of shifts fairly and equitably.

- (c) If Employees trade work schedules, approval of changes by Supervisor or Management is required.

16.04 Paid Rest Period

All Employees shall be permitted a fifteen minute rest period both in the first half and the second half of each shift provided this time is spent at the point of the work being carried out.

ARTICLE 17 CALL OUT AND REPORTING DAY

- 17.01 Except for Employees on stand-by, any Employee who is called to work shall be paid a minimum of two hours at the overtime rate.
- 17.02 Any Employee who reports for work, but due to inclement weather or operational closure cannot commence to work, shall be paid two (2) hours pay provided that such reporting pay need not be paid if the Employee was told by his foreman, at least one hour before his shift commenced, not to report to work.

ARTICLE 18 STAND-BY

- 18.01 Employees required to remain within telephone contact and available to answer emergency and service calls during their off-duty hours shall be considered to be on stand-by and shall be permitted to take home Town vehicles during these periods.
- 18.02 (a) Employees on stand-by shall receive \$30.00 per day on weekdays.
(b) Employees on stand-by duty during a statutory holiday or weekend shall receive \$40.00 per day.
- 18.03 In addition to the stand-by pay, the Employee shall be paid a minimum of two hours at the overtime rate for each call out.

ARTICLE 19 OVERTIME

19.01 Overtime Defined

All work performed in excess of the regular hours of work shall be overtime and be paid at the overtime rate.

- 19.02 The overtime rate shall be one and one half (1 1/2) times the regular hourly rate.
- 19.03 Overtime will be divided equally among the Employees employed in the particular classification for which overtime is required if they are willing and qualified to perform the required duties.
- 19.04 **Lieu Time**

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 is not to exceed forty (40) hours (i.e. sixty (60) 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 in any calendar year does not exceed forty (40) (i.e. sixty (60) straight times 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 20 SHIFT WORK

20.01 **Shift Premium**

Employees shall receive one dollar (\$1,00) per hour additional compensation for all scheduled shift work hours worked, including all scheduled hours worked on weekends.

- 20.02 The Town reserves the right to establish work schedules and to change such schedules. Except in case of emergency, the Town shall give at least

twenty-four (24) hours notice of any change of shift and will provide a minimum of eight (8) hours of rest between shifts. The Employee affected by a work schedule change reserves the right to waive the eight (8) hour rest period.

20.03 All Employees, except shift workers, shall receive an unpaid meal break of one-half (1/2) hour, approximately four (4) hours after commencing work and this break shall not be considered as a part of the hours worked.

20.04 **Definitions of Shift Work**

(a) **Full-Time Employees**

A shift worker is any Employee who commences a scheduled shift of work at any time other than between the hours of 7:00 a.m. and 9:00 a.m.

(b) **Part-time and Permanent Part-time Employees**

Employees who commence their shifts outside of the hours of 7:00 a.m. to 4:00 p.m. shall be entitled to shift differential for all hours worked. For shifts that commence within the above hours, shift differential would only be payable on the entire shift if the majority of the hours worked are after 4:00 p.m.

(c) Temporary and Casual employees shall not be entitled to shift differential.

(d) All scheduled shifts shall be a minimum of three (3) hours.

ARTICLE 21 STATUTORY HOLIDAYS

21.01 The following Statutory Holidays are recognized by the Town:

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

and all holidays proclaimed by the Town plus all Statutory Holidays proclaimed by the Provincial and/or Federal Governments.

- 21.02 For each of the above holidays, each Employee shall receive one day's pay at his regular rate of pay, provided the Employee has worked at least thirty (30) days during the twelve (12) months immediately preceding the Statutory Holiday and the Employee has not been absent, with the Town's consent, on either of the regular working days immediately preceding or following the Statutory Holiday.
- 21.03 An Employee who works on any of the Statutory Holidays shall be paid his overtime rate for all hours worked on the said holiday in addition to receiving the holiday pay.
- 21.04 If a Statutory Holiday or Declared Holiday falls on or is observed during an Employee's regular scheduled days off, he shall be allowed an additional day's vacation with regular pay.

ARTICLE 22 ANNUAL VACATIONS

- 22.01 All permanent Employees shall be entitled to an annual vacation with pay as follows: Based on hiring date as a Permanent Employee or Permanent Part-time. Temporary or Casual time will not count toward earning vacation entitlement, but will be paid as per Statutory requirements at 4%.

<u>Employee's Length of Continuous Service</u>	<u>Length of Vacation With Pay</u>
1 year but less than 2 years	10 working days
2 years but less than 5 years	15 working days
5 years but less than 15 years	20 working days
15 years but less than 20 years	25 working days
20 years and for each year thereafter	30 working days

- 22.02 Vacations shall be scheduled by mutual consent of the Employee and the Town. If a dispute arises, preference as to when an Employee may take his vacation shall be governed by seniority.
- 22.03 If any Statutory Holiday named in paragraph 21.01 falls during an Employee's vacation, his vacation shall be extended by one (1) day with pay for each such Statutory Holiday.

22.04 An Employee shall be entitled to receive his vacation pay on the last regular work day preceding his vacation period.

22.05 **Vacation Schedules**

Vacation schedules shall be posted by May 31st of each year and shall not be changed without the consent of the affected Employees.

22.06 **Unbroken Vacation Period**

An Employee shall receive his vacation entitlement as an unbroken period of vacation unless mutually agreed upon between the Employee and the Town.

22.07 All vacation time to which an Employee is entitled shall be taken by the Employee as time off and within twelve (12) months from the entitlement arising. However, up to a maximum of one (1) week of vacation entitlement may be carried forward from one (1) vacation year to the next.

22.08 (a) A Temporary Employee on his termination date in lieu of an annual vacation, shall be paid an amount equal to 4% of the wages earned by him during the last year of employment. Wages shall have the same meaning as set out in the Employee's Standards Act.

(b) Permanent Part-time Employees shall accumulate a vacation accrual amount equal to the percentage based on earnings (hours of work) per year- yielding a prorated vacation pay: less than 2 years 4%; 2- 5 years 6%; 5-15 years 8%; over 15 years 10%. Permanent Part-time Employees would accumulate the Vacation Pay (earned and calculated each pay period) for payment when actual vacation time requested and taken.

22.09 Vacation pay will be paid to the Employee on the regularly scheduled pay days via direct deposit during the vacation period. Upon reasonable request, when the Employee gives the Town at least five (5) business days of notice in writing, the Employee shall receive vacation pay no later than the last regular work day prior to the commencement of the vacation.

22.10 Should an Employee prove to the satisfaction of the Town that the Employee was under a doctor's care during the Employee's annual

vacation, the Employee will be considered to be on sick leave for that period. Vacation time not taken as a result of such illness, shall be taken at a mutually agreeable later date.

- 22.11 When an Employee qualifies for bereavement leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

ARTICLE 23 SICK LEAVE PROVISIONS

- 23.01 (a) All permanent Employees shall accumulate sick leave at the rate of one and one-half (1 1/2) days for each and every month they are employed.
- (b) All permanent part-time Employees shall accumulate sick leave at the rate of three quarters (3/4) days for each and every month they are employed.
- 23.02 (a) The unused portion of an Employee's sick leave shall accumulate for his future benefit up to a maximum of ninety (90) days.
- (b) Family Leave - in case of illness of a spouse or dependent, an Employee shall be entitled, after notifying their supervisor, to utilize one (1), two (2) or three (3) day(s) of accumulated sick leave to an annual maximum of three (3) days, to care and make arrangements for the member of the family who is ill. A dependent is defined as a member of the Employee's immediate family who is dependent on the support of the Employee. See Article 8.10 for "dependent" definition.
- 23.03 All Employees must immediately notify their respective department heads (or designate) and the Town office of their absence from work on account of sickness on the first day of such absence.
- 23.04 The Town reserves the right to request the Employee to produce a certificate from a duly qualified medical doctor certifying that the Employee was unable to carry out his normal duties because of sickness, with respect to any sickness claim by an Employee. Such a certificate must be produced by the Employee, without any request by the Town, when the absence on account of sickness is two or more consecutive days.

- 23.05 Abuse of or misrepresentation regarding sickness claims or benefits by an Employee shall be sufficient cause for disciplinary action, including discharge.
- 23.06 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 actual time away from work. The Employee's immediate supervisor and/or director must grant prior approval and the Employee shall provide a satisfactory note stating attendance at such appointment when requested by the Employer prior to the appointment.

ARTICLE 24 GENERAL LEAVE

- 24.01 An Employee shall be entitled to a leave of absence without pay and without loss of seniority when he requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Department Head. Unless there are extenuating circumstances, the request is to be made a minimum of two (2) weeks prior to the date the leave of absence commences. If approval is not granted, the Employee may apply to the Town Manager.
- 24.02 When an Employee overstays any leave of absence without the permission of the Town he shall be deemed to have resigned from employment with the Town, unless his overstay was, in the opinion of the Town, justified.
- 24.03 If an Employee who is on leave of absence engages in work for another employer without the permission of the Town he shall be deemed to have resigned from employment with the Town.
- 24.04 **Bereavement Leave**
- (a) All Employees shall be granted a compassionate leave of up to five (5) working days with pay in the event of a death in the immediate family. In extenuating circumstances, such as when substantial travel is required, the length of the paid leave may, at the discretion of the Town, be extended. The term "immediate family" shall mean: spouse, child, parent, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, same sex partner, grandchildren and Step-Family.

24.05 Maternity and Parental Leave

A pregnant Employee, father and/or adoptive parents will be granted maternity/ parental leave without pay provided that Employee has been employed by the Town for a period of at least fifty-two (52) consecutive weeks.

24.06 Maternity leave for a birth mother shall cover a period of up to fifty-two (52) weeks made up of fifteen (15) weeks maternity leave and thirty-seven (37) weeks of parental leave, provided that not less than six (6) weeks of the leave immediately follows the date of delivery, unless otherwise agreed in writing. Parental leave shall cover a period of not more than 37 consecutive weeks within fifty-two (52) weeks after the child's birth or adoption. Parental leave can be shared between Employees, as parents of the same child, but to no more than one Employee at a time.

24.07 A pregnant Employee or parental leave request shall give the Town at least six (6) weeks' notice in writing of the day on which she intends to commence maternity/ parental leave, together with a medical certificate certifying that she is pregnant and giving the estimated date of delivery.

24.08 An Employee who wishes to resume employment on the expiration of her maternity/ parental leave shall give the Town four (4) weeks' notice in writing of the day on which she intends to resume employment, in which event the Town shall either reinstate her in the position she occupied when her maternity leave commenced, or provide her with alternative work of a comparable nature at not less than the same wages and other benefits that had accrued to her to the date she commenced maternity leave.

24.09 Paid Jury or Court Witness Duty Leave

An Employee required to appear in Court as a subpoenaed witness or summoned juror shall be given a leave of absence with pay for that purpose provided that the Employee shall pay any fees received from that appearance to the Town, up to the maximum of the Employee's salary.

24.10 Compassionate Care Benefits

Employees shall be granted an unpaid leave of eight (8) weeks to care for a seriously ill family member. During the leave the Employee will

continue to accumulate all benefits and seniority under this collective agreement. If the Employee chooses to make contributions for the period of leave to the pension or benefits plan, the Employer will pay the Employer's contributions for the same period. On return from leave, employees will be placed in their former position.

ARTICLE 25 PAY DAYS

25.01 The Town shall pay salaries and wages bi-weekly by 12:00 noon every second Friday in accordance with the wage rates set out in 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 26 PAY ON TEMPORARY TRANSFER, HIGHER RATED JOB

26.01 If an Employee is temporarily assigned to a non-union classification, the Employee shall be paid a premium of two dollars (\$2.00) per hour, after the temporary assignment has lasted for a minimum of one (1) day.

26.02 If an Employee is temporarily assigned by Management to a higher union classification, that Employee shall be paid at the next highest level of pay for that classification, if the temporary assignment has lasted for a minimum of one (1) shift. A temporary assignment to a lower classification, Employee's current pay classification shall remain in force.

ARTICLE 27 JOB DESCRIPTIONS

27.01 The Town agrees to maintain job descriptions for all positions for which the Union is the bargaining agent. These descriptions shall be attached to the Collective Agreement as Addendum #1 and any changes to the Job Descriptions shall be negotiated with the Union.

27.02 The Town shall present each new Employee with a copy of the related job description, within the Employee's first week of employment.

ARTICLE 28 GENERAL BENEFITS

28.01 During the currency of this agreement the following benefits will continue to be available to the Full-time Permanent Employees, with the costs to be borne as indicated:

	<u>Paid by Town</u>	<u>Paid by Employee</u>
Extended Health Care	100%	
Dental Care	100%	
Life/Dependents Insurance	100%	
A.D. & D.	100%	
Weekly Indemnity		100%
Long Term Disability		100%
Manulife Pension Plan		
- Salary contribution	6%	6% of earnings
R.R.S.P.	2%	voluntary contribution as desired by the employee

28.02 During the currency of this agreement the following benefits will continue to be available to Permanent Part-time Employees who have worked an average twenty (20) hour work week in the past year (or as per insurance carriers' requirements). Permanent Part Time Employees share costs on a prorated basis of hours worked, in relation to Full-time Permanent Employees at 100%, with the costs to be borne as indicated:

<u>Paid by the Town</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>		
			20	21-25	26-30	31-35	36-37	38/40
					/39	(37- office staff)		
Extended Health Care	50%	60%	70%	80%	90%	100%		
Dental Care	50%	60%	70%	80%	90%	100%		
Life/Dependents Ins.	50%	60%	70%	80%	90%	100%		
A.D. & D.	50%	60%	70%	80%	90%	100%		
R.R.S.P.	2%	2%	2%	2%	2%	2%		
Manulife Pension Plan								
- salary contribution								6% after and Permanent Part Time status.

<u>Paid by Employee</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>		
			20	21-25	26-30	31-35	36-37	38/40
					/39	(37- office staff)		
Extended Health Care	50%	40%	30%	20%	10%	0		
Dental Care	50%	40%	30%	20%	10%	0		
Life/Dependents Ins.	50%	40%	30%	20%	10%	0		

A.D. & D.	50%	40%	30%	20%	10%	0
Weekly Indemnity	100%	100%	100%	100%	100%	100%
Long Term Disability	100%	100%	100%	100%	100%	100%
(worked 25 hrs./wk., or as per insurance carrier's requirements)						
R.R.S.P.	(voluntary contribution as desired by employee)					
Manulife Pension Plan – 6% of earnings after 6 months and Permanent Part Time status.						

- 28.03 The share of the cost to be borne by the Employees shall be deducted from wages of the Employees and the Town is hereby authorized to make such deductions.

ARTICLE 29 HEALTH AND SAFETY

- 29.01 The parties agree to the establishment of a Health and Safety Committee in conjunction with the Labour Management Committee as provided in Article 9. A further purpose of this Committee shall be to identify concerns regarding the health and safety of the Employees at or upon the work sites and to make recommendations to the parties upon such matters as may have properly been dealt with by the Committee.
- 29.02 (a) If any protective or safety garments, head gear, footwear, mitts, or gloves are prescribed by any provincial legislation or are otherwise in the opinion of the Town, necessary for the performance of any work, with the exception of safety footwear, the same shall be provided to all Employees by their appropriate department head.
- (b) For Permanent Employees who are required to wear safety footwear in their work for the town, and who have completed the probationary period, will be reimbursed once per calendar year to a maximum of one hundred and fifty dollars (\$150.00), including GST, for CSA approved safety footwear when the Employee provides a receipt to the Employer. When a Permanent Employee does not use all of the allowance for safety footwear in a calendar year, any unused amount is carried forward to the next calendar year. The Employee must use such carry over by the end of the next calendar year.
- (c) All safety equipment, safety clothing and safety apparel provided by the Town shall remain the property of the Town. Employees

will keep and maintain such equipment, clothing and apparel in good condition, except normal wear and tear.

29.03 Right to Refuse and No Disciplinary Action

No Employee shall be discharged, or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he believes that would be unsafe until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

29.04 If an Employee is involved in an accident, whether or not he sustains an injury, he shall immediately notify his supervisor and shall co-operate with his supervisor or other officials of the Town in preparing all appropriate forms, reports and claims relating to the accident.

29.05 The Town reserves the right to establish, from time to time, health standards for its Employees and to require any Employee and prospective Employee who desires to continue employment or to obtain employment with the Town to comply and to retain compliance with such standards. Compliance shall be established by a medical examination conducted by a duly qualified medical doctor appointed by the Town and at the Town's expense. No Permanent Employee shall suffer any loss of wages if the medical examination is conducted during regular hours of work. Failure to comply with the health standards shall justify the termination of the Employee or the refusal to hire the prospective Employee.

ARTICLE 30 STRIKES AND LOCKOUTS

30.01 The Union agrees there shall be no strikes during the life of this Agreement.

30.02 The Town agrees there shall be no lockouts during the life of this Agreement.

ARTICLE 31 GENERAL

31.01 Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context requires.

31.02 Definition of "Shall"

The word "shall" when used in this agreement will be interpreted as mandatory and not directory.

31.03 Bulletin Boards

The Town shall provide a bulletin board in each of the office buildings, the public works shop and the arena upon which will be posted notices or information of interest or concern to the employees. The Union shall have the right to post notices of meetings and other notices of interest to the Employees upon these bulletin boards provided such notices do not contain partisan statements directed against the Town. Both parties agree to cause the bulletin boards to be kept in a neat and tidy condition.

31.04 Attachments to Agreement

All letters of intent, addendum, appendices and schedules attached to the collective agreement become part of the collective agreement and are subject to the grievance and arbitration procedure.

31.05 Staff Position Classifications

Employee job classifications/job descriptions changes are to be negotiated with the Union and will be brought to a Labour Management meeting or other agreed upon meeting for this purpose.

31.06 Flexible Work Hours

Management to work with staff in each area to determine need upon request and review benefits to each party.

31.07 Management Committee Matters

As Policies and Procedures are developed or updated they will be reviewed by the Labour Management Committee.

31.08 Performance Reviews

Work performance reviews shall be done by "non-union staff" only.

ARTICLE 32 TERM OF AGREEMENT

32.01 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this agreement.

32.02 Notice of Changes

Either party desiring to propose changes to this Agreement shall, between the period of sixty (60) and one hundred twenty (120) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

32.03 This Agreement shall be effective January 1, 2014 to December 31st, 2014.

32.04 This Agreement shall remain in force until December 31st, 2014, and thereafter from year to year unless and until either party shall have given to the other party not less than sixty (60) nor more than one hundred twenty (120) days, preceding December 31st, 2014, or any succeeding December 31st, notice in writing requiring such other party to commence collective bargaining.

32.05 Both parties to the Agreement shall exchange bargaining proposals within fifteen (15) days of the first time they meet for the purpose of collective bargaining or within any longer time agreed on by the parties.

ARTICLE 33 CLOTHING

33.01 Clothing Supplied

- (a) The Employer shall determine and provide clothing for the purposes of identification and safety on an as required basis.
- (b) Clothing items will be replaced upon satisfactory proof of need to the supervisor and provided that the item to be replaced is returned to the supervisor.
- (c) All work clothing with Town of Drayton Valley identification must be returned to the supervisor upon termination of the Employee's employment. The cost of the clothing may be deducted from the Employee's final paycheck if the Employee fails to return the clothing to the Town upon resignation or termination.

33.02 Clothing to be Worn on Duty

Clothing issued at the request of the department shall be worn while on duty and shall be kept in a clean and neat appearance.

33.03 Pool, Public Works & Utilities and Arena Staff Clothing

Pool Staff

The Employer shall provide all Full-time Employees with 1 hoodie, 1 tank top, 2 pair of shorts and 2 t-shirts and one pair of deck shoes per year, plus a swimming suit allowance of one hundred and forty dollars (\$140.00) per year.

The Employer shall provide all Part-time Employees with 1 hoodie, 1 tank top, 1 pair of shorts and 1 t-shirt per year, and one pair of deck shoes per year, plus a swimming suit allowance of seventy dollars (\$70.00) per year.

Clothing purchased for Pool Staff is limited to \$275.00 per employee per year.

Public Works & Utilities Staff

The Employer shall provide all Public Works Staff with safety glasses, hearing protection, reflective safety vest, coveralls and gloves in addition to the legislated protective safety garments described in clause 29.02.

Arena Staff

The Employer shall provide all Full-time Employees with , two (2) pair of black pants, Two (2) shirt (t-shirt), 1 jacket and 1 hoodie or vest (for identification purposes) per year. Gloves and other safety equipment as required. Coveralls may be made available for the Non fulltime Arena Staff.

New Employees shall be supplied the items and amounts listed in Articles 33.03, and must complete three (3) months of continuous employment with the Town. Failure to meet this requirement the value amount of these items shall be deducted from the employees final pay check if not returned.

This Agreement signed this 8th day of May, 2014.

THE TOWN OF DRAYTON VALLEY

MAYOR



Asst. TOWN MANAGER

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2515

PRESIDENT

RECORDING SECRETARY

Treasurer

CUPE NATIONAL REPRESENTATIVE

WAGE RATES

2014 WAGE RATES

<u>Classification</u>	<u>Start Rate</u>	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>	<u>Level IV</u>
Length of Service	0.0 to 0.5	0.5 to 1.5	1.5 to 2.5	2.5 to 3.5	3.5+
PUBLIC WORKS					
Labourer I – Temp Seasonal (Casual)	16.37	16.86	17.33	17.83	18.40
Labourer III - Full Time	18.97	20.22	21.25	22.54	23.71
Clerk II – Admin. Assistant	20.20	21.57	23.02	24.60	26.31
Equipment Operator I	22.78	23.37	24.58	25.87	26.69
Equipment Operator II	24.73	26.50	26.69	28.10	29.23
Equipment Operator III	26.90	27.47	28.95	30.50	31.15
Mechanical Operator	26.90	27.47	28.95	30.50	31.15
Parks/Facilities Lead Hand	25.12	26.24	27.40	28.61	29.90
Journeyman Mechanic 2011	34.11	35.65	37.26	39.06	39.63
UTILITIES					
Utility Meter Man/ Utility Operator Trainee	21.31	22.18	23.07	24.02	25.03
Utility Operator I	24.80	25.37	26.62	27.89	28.69
Utility Operator II	26.73	27.35	28.69	30.11	31.27
Utility Operator III	28.91	29.49	30.97	32.65	33.29
OFFICE STAFF					
Clerk II - Admin Assistant (Planning)	20.20	21.57	23.02	24.60	26.31
Clerk II - Admin Assistant (Engineering)	20.20	21.57	23.02	24.60	26.31
Clerk III - Admin Asst (Community Service)	22.31	23.53	24.77	26.12	27.14
Clerk III -Admin Assistant(Admin/Civic Center)	22.31	23.53	24.77	26.12	27.14
Clerk III – Utilities/Admin/Reception	22.31	23.53	24.77	26.12	27.55
Development Coordinator	23.57	24.75	25.99	27.35	28.80
Clerk III - Payroll/Accts Pay Clerk	23.57	24.75	25.99	27.35	28.80
RCMP Admin Support/Dispatcher	23.47	24.66	25.96	27.27	28.71
Receptionist Clerk II - (Treasury)	20.20	21.57	23.02	24.60	26.31
Receptionist Clerk II - (Fire Dept)	20.20	21.57	23.02	24.60	26.31

Clerk II - Records Management	20.20	21.57	23.02	24.60	26.31
RECREATION					
Lifeguard	16.42	16.80	17.22	17.59	18.00
Lifeguard/ Instructor I	17.35	17.79	18.11	18.33	18.46
Lifeguard/ Instructor II	18.25	18.66	18.95	19.27	19.59
Lifeguard/ Instructor III	21.53	22.89	23.28	23.67	24.10
Lifeguard/ Instructor IV	24.47	25.67	25.86	26.02	26.18
Lifeguard/ Instructor V	25.67	26.31	26.48	26.69	26.88
Sr. Admin Lifeguard/ Asst Mgr	27.11	28.13	29.18	29.79	30.60
Facility Operator I	23.16	23.92	24.69	25.49	26.35
Facility Operator II	26.31	27.19	28.11	29.06	30.05
Facility Labourer I (Fitness Centre)	16.37	16.86	17.33	17.83	18.39
Facility Labourer I	16.37	16.86	17.33	17.83	18.39
Facility Labourer II	18.36	18.88	19.48	20.06	20.62
Events Labourer	18.36	18.88	19.48	20.06	20.62
Clerk I - Receptionist (Part-Time)	19.19	19.79	20.40	21.05	21.73
Recreation Activity Coordinator	20.20	21.57	23.02	24.60	26.31
Clerk III - Administrative Asst	22.31	23.53	24.77	26.12	27.55
Clerk III – Events Administrator	22.31	23.53	24.77	26.12	27.55
Clerk III - Sr. Administration Assistant – Organizational and Operational	28.14	29.16	30.21	30.82	31.63
Maintenance Worker	26.78	27.81	28.84	29.87	30.90

Per Admin
Wage

NOTES TO WAGE RATES SCHEDULES:

1) Wage increases, negotiated by the Union, per the Contract will apply to all Union Members.

2) Annual Job Level Progression on the pay scale grid will be by time of service within the job position:

- a) 0.0 to 0.5 = service time of zero (0) months to six (6) months of employment
- b) 0.5 to 1.5 = service time of six (6) months to eighteen (18) months of employment
- c) 1.5 to 2.5 = service time of eighteen (18) months to thirty (30) months of employment
- d) 2.5 to 3.5 = service time of thirty (30) months to forty-two (42) months of employment
- e) 3.5 plus (+) = service time greater than forty-two months of employment

3) Newly hired Employees will be paid at the start rate, unless their experience or education merits a higher pay level, which is determined by Management, after six (6) months of employment and successfully passing the probationary period, the Employee will be eligible for the next pay grid, and so on as per #2.

4) When an Employee is promoted their salary shall go to the next highest pay grid over their current salary in the pay grid they are moving to.

LETTERS OF UNDERSTANDING

February 15, 2011

Ms. Colette McLaughlin, President
CUPE Local 2515
Town of Drayton Valley

Dear Colette:


Re: 2011 Union Negotiations - Letter of Undertaking


As per our February 15, 2011 meeting, the Town would like to make the following undertaking:

1. **Labour Categories:** in Public Works - all labourers shall be hired under Category 3 unless they are classified as seasonal or casual, in which case they will fall under Category 1.
2. **Sick Leave - Weekly Indemnity Clause:** as per our policy, weekly indemnity will apply after seven (7) calendar days have been used (per W.I. Plan). The Town will provide regular pay cheques, with any weekly indemnity cheques received by the employee, being reimbursed to the Town for the amount of the cheque, either directly or by future payroll deduction. An employee has to have sick days to qualify for the top up requirement. All payments under this option are subject to tax. Acceptance of Direct Payment of weekly indemnity cheques and no regular pay cheques are not subject to tax.
3. **Pool Part-Time and Casual Employees Contact Numbers:** Employees must provide two (2) contact numbers for Management/Supervisor to contact in case of facility closure. This dual contact fulfills the notification requirement under Article 17.02.

Thank you for your cooperation in this regard.

Yours truly,



 Manny Deol
Town Manager

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2515
AND
THE TOWN OF DRAYTON VALLEY

Letter of Understanding Re: Advance Course Requirements

The parties agree that the purpose of this Letter of Understanding is to establish the required requirements for each level of classifications at Swimming Pool.

Current Employees will have two (2) years to meet the requirements in their current classification.

The parties agree that the requirements are as follows:

LEVEL 1

Water Safety Instructor
NLS
AEC/AED/O2
Bronze Cross Certification
WHMIS

LEVEL 2

All of the above
LSSC/ Bronze Examiner

LEVEL 3

All of the above
Pool Op I
St.John's First Aid Level C- Babysitters
Confined Space
Completion of Facility Maintenance Sheet
Plus 1 Option from the list

LEVEL 4

All of the above
AFLCA or CALA or WaterArt

LEVEL 5

All of the above
Pool Op II

AEC/NLS Course Conductor or Red Cross Water Safety Instructor Trainer

Plus one of the following:

First Aid/CPR Instructor/ AED Instructor

LSSC Instructor Trainer

Coaches Level 1 or 2 Competitive Swim

Plus 1 Option from the list

OPTIONS LIST

Synchronized Swimming Coach NCCP Level 1

Snorkel Instructor

Boat Instructor

Coaches Skill 101

LSSC Instructor Trainer

Recreation Coach Lifesaving Jr. Lifeguard Course

Arthritic Aquacize Instructor

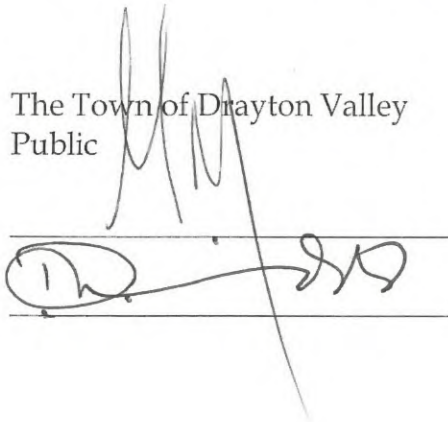
WHMIS Instructor

First Aid Instructor or AED Instructor

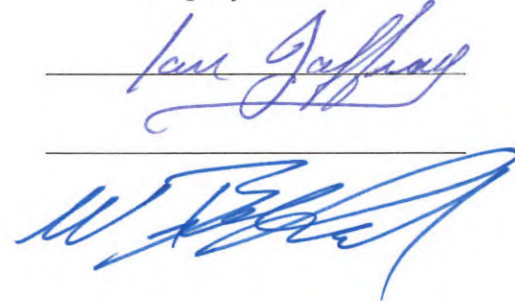
Red Cross Water Safety Instructor Trainer

Signed this 8th day of May, 2014

The Town of Drayton Valley
Public



The Canadian Union of
Employees Local 2515



LETTER OF UNDERSTANDING
BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2515

AND

THE TOWN OF DRAYTON VALLEY

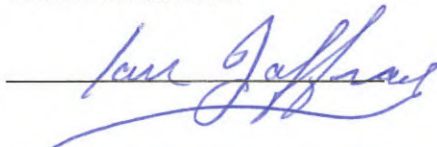
The parties agree that:

No Employees presently employed by The Town of Drayton Valley and within the scope of this Agreement shall lose their employment or a reduction in hours of work, with the Town, during the life of this Agreement, as a result of contracting out.

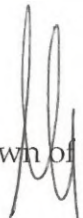
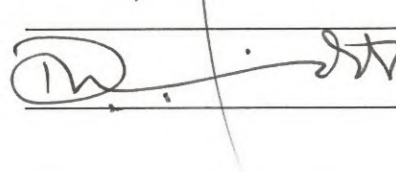
This Letter of Understanding shall terminate December 31, 2014.

Signed this 8th day of May, 2014

CUPE Local 2515




The Town of Drayton Valley

LETTER OF UNDERSTANDING
BETWEEN
THE TOWN OF DRAYTON VALLEY
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2515

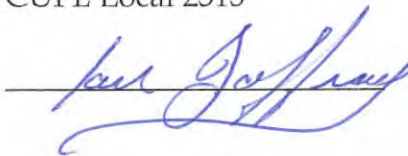

The Town of Drayton Valley (Town) and the Canadian Union of Public Employees (CUPE) Local 2515 recognize that the health and safety of employees is of paramount importance. The Town and CUPE further agree that an incident free worksite is attainable through mutual respect and cooperation. To assist in achieving an incident free worksite, the Town and CUPE 2515 agrees to establish a Joint Worksite Occupational Health and Safety Committee (JWOH&S Committee) in accordance with Part 13 Section 196 through 207 of the Occupational Health and Safety Act, Regulation, and Code (OH&S) and the following:

1. Both parties agree to cooperate on all matter concerning Occupational Health and Safety, and incident prevention.
2. The Town and CUPE 2515 will establish a JWOH&S Committee as follows:
 - CUPE 2515 will designate four (4) representatives for the JWOH&S Committee.
 - The Town will have at least one (1) but no more than four (4) representatives at the JWOH&S Committee - the Health and Safety Coordinator will be considered a representative for the Town.
 - In the event that not all CUPE 2515 representatives are in attendance, a corresponding number of Town representatives will be excused from the meeting to be equal to or less than the CUPE representatives.
 - Two (2) CUPE 2515 and one (1) Town representatives will constitute a quorum.
 - CUPE 2515 and the Town will both designate a co-chair from their appointed representatives.
 - The JWOH&S committee will meet within 10 days of this agreement and at least once each calendar month thereafter.

- The committee minutes will be posted at all Town worksites within one week of the meeting.
 - Where circumstances warrant, and upon agreement of both parties, either CUPE 2515 or the Town may request an outside resource to assist the committee.
3. All CUPE 2515 members attending a JWOH&S committee will be compensated at their base rate of pay.
4. The Town will provide the JWOH&S Committee with the following:
- All materials, equipment, and personnel required to carry out the functions of a JWOH&S Committee.
 - A meeting room of sufficient size to accommodate the functions of the JWOH&S Committee.
 - The JWOH&S Committee will be provided all data pertaining to their duties as a JWOH&S Committee and/or workplace health and safety.
 - Copies of all incident reports that have occurred at Town worksites.
5. This Letter of Understanding in conjunction with the Labour Management Committee as provided in Article 9 replaces Article 29.01 of the 2011 Collective Agreement signed on the 15th of February, 2011.

Signed this 8th day of May, 2014.

CUPE Local 2515

The Town of Drayton Valley




LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2515
AND
THE TOWN OF DRAYTON VALLEY


Letter of Understanding Re: Mackenzie Centre

Town Employees who are assigned to work in the Mackenzie Centre are to be paid the rates in the existing classifications and existing job descriptions apply. If such Employees do not fit into the existing job descriptions and existing classifications, the Town will set the classification, job description and the rate of pay for such position and advise the Union in writing. The Union will have 30 days from the time it receives such notification to notify the Town that it disagrees with the rates/classification/job description, and the Employer and Union will attempt to resolve the matters within 30 days or such other time as agreed in writing by the parties. If such issues cannot be resolved within the time frames noted, the Union may file a grievance in accordance with the grievance procedure.

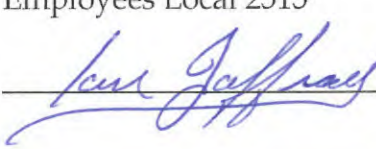
Signed this 8th day of May, 2014.

The Town of Drayton Valley





The Canadian Union of Public
Employees Local 2515





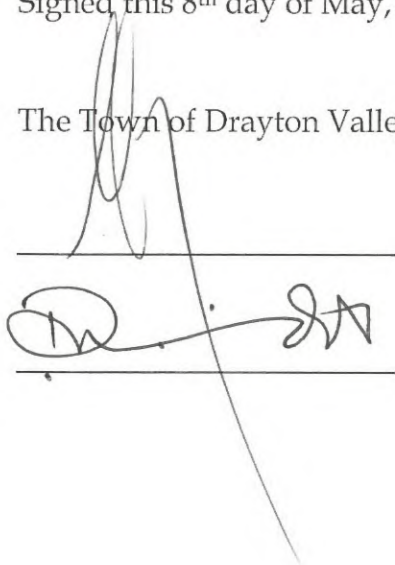
LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2515
AND
THE TOWN OF DRAYTON VALLEY

Letter of Understanding Re: Shift Schedules Omniplex & Pool:

Unless there are unforeseen or unpreventable circumstances beyond the control of the Employer, in the Omniplex and Pool Departments the Employer will endeavour to post shift schedules 2 weeks in advance of the start date of the schedule.

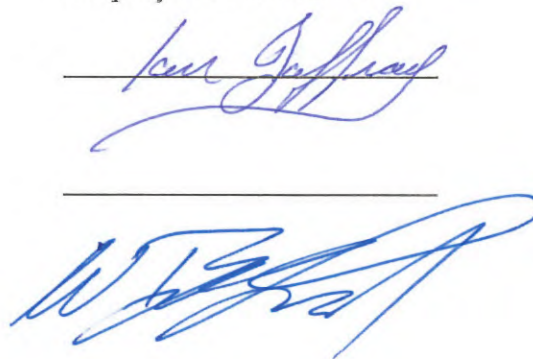
Signed this 8th day of May, 2014.

The Town of Drayton Valley



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The Canadian Union of Public
Employees Local 2515



A handwritten signature in blue ink is written over a horizontal line. Below this line, there is another horizontal line with a second handwritten signature in blue ink written below it.