

COLLECTIVE AGREEMENT

between

THE TOWN OF EDSON

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2838

January 1, 2012 to December 31, 2014

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This Agreement is made pursuant to the Labour Relations Act (R.S.A. and amendments).

BETWEEN

THE TOWN OF EDSON, Alberta hereinafter called the "Town" and or the "Employer" of the first part,

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2838 in the Province of Alberta, a body incorporated under the laws of the province of Alberta, hereinafter called the "Union", of the second part.

WHEREAS the Union is the bargaining agent for all employees employed by the Town and covered by the Union's certification.

WHEREAS the terms and conditions of employment and the salaries of employees have been the subject of negotiations between the parties; and

WHEREAS the parties desire that these matters be set forth in an Agreement concerning the terms of employment and a method of resolving grievances of the said employees.

AND WHEREAS parties desire to promote the mutual interests of the Employer and Employees and to provide an amicable method of settling differences.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these premises and of the mutual and other covenants herein contained, the parties agree as follows:

ARTICLE 1 PREAMBLE

- (1) The purpose of this Agreement is to maintain harmonious and cooperative relationship between the Employer and the Employees covered by the Union's certification.
- (2) To provide an amicable method of settling differences or grievances, which may arise between the Employer and the Employees.
- (3) To promote the mutual interests of the Employer and the Employees.

ARTICLE 2 MANAGEMENT RIGHTS

(1) The Employer retains all those rights of management not limited by expressed terms of this Agreement.

ARTICLE 3 RECOGNITION AND NEGOTIATION

- (1) The Employer recognizes the Canadian Union of Public Employees and its Local 2838 as the sole and exclusive collective bargaining agent for all its Employees, as described in Certificate Number 21-81, as varied June 1, 1984, the Alberta Board of Industrial Relations.
- (2) No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.
- (3) The Employer agrees that supervisors and other persons not in the bargaining unit shall not perform duties of Employees who are within the bargaining unit except for purposes of instruction, training, or in emergencies when regular Employees are not available.

ARTICLE 4 NO DISCRIMINATION

(1) The Employer and the Union agree(s) that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his membership or activity in the Union.

ARTICLE 5 UNION MEMBERSHIP REQUIREMENT

- (1) Any Employee who is now a member of the Union and any Employee who hereafter becomes a member of the Union, shall as a condition of employment, have union dues deducted from their pay.
- (2) The Union and the Employer acknowledge that deduction of Union dues does not constitute membership in the Union. Membership in the Union shall be voluntary.

ARTICLE 6 CHECK-OFF OF UNION DUES

(1) The Employer shall deduct from every Employee in the bargaining unit an amount equal to the regular monthly dues of a Union member and remit same to the Secretary of the Union Local together with a list of Employees on whose behalf the deductions have been made. The total amount of the monthly deductions will be remitted no later than ten (10) days after the last day of each month.

ARTICLE 7 CORRESPONDENCE

(1) All correspondence between parties arising out of this Agreement or incidental thereto, shall pass to and from the Town Manager or his designate and the Secretary of the Union.

ARTICLE 8 LABOUR MANAGEMENT BARGAINING RELATIONS

- (1) A Union Bargaining Committee shall be appointed and consist of not more than five (5) members of the Union of which no more than three (3) shall be Employees of the Town of Edson. The Union will advise the Employer of the Union nominees to the Committee.
- (2) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- (3) Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend negotiating meetings held within working hours without loss of remuneration.
- (4) A Health and Safety Committee shall be established and will meet a minimum of three times per year.
- (5) A Labour Management Committee shall be established if deemed necessary by Management and the Union.

ARTICLE 9 SENIORITY

- (1) Seniority is defined as the length of an employee's continuous employment with the Employer from the most recent date of hire.
- (2) The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Secretary of the Union and posted on the bulletin boards.
- (3) Newly hired full-time Employees shall be considered on a probationary period of four (4) months from the date of hiring. During the probationary period, Employees shall, unless otherwise specified, be entitled to all rights and privileges under the Agreement, except with respect to discharge. The employment of such Employees may be terminated at any time for any reason during the probationary period without notice or payment in lieu of notice. There will be no recourse to the grievance or arbitration procedure unless the Employer's decision to terminate was made in bad faith or was discriminatory.
 - (a) The Town may extend an employee's probationary period up to two (2) months and in all cases the Local will be notified of the extension.

- (b) Employees shall only serve one probationary period while working continuously for the Town of Edson.
- (c) Employees that are rehired in the same position within a two year period shall have a probationary period of one month for full-time employees and 160 hours for part-time/casual employees.
- (4) An Employee shall not lose seniority rights if absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer.

An Employee shall only lose his seniority in the event:

- (a) he is discharged for just cause and not reinstated;
- (b) he resigns;
- (c) he is absent from work in excess of seven (7) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (d) he fails to return to work within three (3) working days following a layoff and after being notified at the last recorded address by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his current address.
- (e) he is laid off for a period longer than one (1) year.

ARTICLE 10 PROMOTIONS AND STAFF CHANGES

- (1) (a) The term vacancy shall mean a period of more than twenty (20) working days.
 - (b) When a vacancy occurs or a new position is created inside of the bargaining unit, the Employer may fill the position temporarily, but then shall forthwith notify the Union in writing and post the notice of the position in the Employer's offices, shops, and on bulletin boards for a minimum of five (5) working days so that all Employees will know about the vacancy or new position. Such notice shall contain the nature of the position and qualifications and abilities required.
 - (c) It is the responsibility of the employee to become aware of vacancies or new positions and apply within five (5) working days. Should an employee apply after the five (5) working days, all applicants will be evaluated equally.
 - (2) In making promotions, the Employer agrees to make such promotions from present personnel in the service on the basis of seniority, ability, and

qualifications being sufficient to handle the job. The successful applicant shall be placed on a trial period of ninety (90) days. Conditional upon satisfactory service, such trial period shall become permanent after ninety (90) days. In the event the applicant proves unsatisfactory, he shall be returned to his former position and wage rate without loss of seniority.

An Employee on a trial period shall have the right to return to his former position within a thirty (30) day period if he so desires.

- (3) The Employer may immediately advertise to fill a vacancy within the bargaining unit but shall not hire such persons until present employees have had an opportunity to bid for the job under Article 10 (1).
- (4) The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls, and termination of employment within the bargaining unit within ten (10) working days.

ARTICLE 11 LAY-OFFS AND RECALLS

- Of service. Therefore, in the event of a lay-off, where ability and qualifications are equal, Permanent Employees shall be laid off in reverse order of seniority. Permanent Employees shall be recalled in the order of their seniority, providing they are qualified and have the ability to do the work. Permanent Employees recalled to do work at a lower rated job than the job previously held prior to layoff shall receive the rate of pay for such lower rated job unless the Employee is subsequently reassigned to their previous classification, in which case the rate of pay will be changed as of the date of reassignment.
- (2) No new Employees shall be hired until those laid off, who are qualified to perform the available work, have been given the opportunity of reemployment. Employees shall not accumulate seniority, sick leave, or other benefits while on lay-off.
- (3) The Employer shall forward a copy of the notice of position available to all laid off employees by registered mail.

ARTICLE 12 GRIEVANCE AND ARBITRATION PROCEDURES

- (1) (a) There shall be a Union Grievance Committee.
 - (b) The Union shall have the right at any step of the grievance procedure to the assistance of a Canadian Union of Public Employees National Representative.
 - (c) The Employee with a grievance may at any step in the grievance procedure seek the assistance of his or her representative on the Grievance Committee, but in any event, no more than (1) member of

the Grievance Committee shall be allowed time off to proceed with the grievance presentation.

(2) The Union shall notify the employer, in writing, of the names(s) of the representative(s) appointed under Clause 12(1). The Town shall advise the Union in writing of the names of its representatives.

(3) 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.

(4) Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner.

A written grievance must include a statement of the following:

- (a) the name(s) of the aggrieved;
- (b) the nature of the grievance and the circumstances out of which it arose;
- (c) the remedy or correction the Employer is requested to make; and
- (d) the section(s) where the Agreement is claimed to be violated.

Settling of Grievances

- STEP 1 The grievor will first seek to settle the dispute—with—the—Employee's immediate supervisor on an informal basis, in writing, within thirty (30) days following the date of the occurrence giving rise to the grievance. The supervisor shall have five (5) working days in which to respond to the grievance in writing.
- STEP 2 Failing satisfactory settlement being reached in STEP 1, the grievance shall, within five (5) working days of receiving a reply under STEP 1, be submitted in writing to the Town Manager, or his/her designate, a statement of the particulars of the grievance and the redress sought shall be specified. The Town Manager, or his/her designate, shall render written decision to the Union within five (5) working days after receipt of such notice.
- STEP 3 Failing settlement being reached in STEP 2, the grievance shall be submitted in writing to the Town Grievance Committee within five (5) working days. The Town Grievance Committee shall render its written decision to the Union within ten (10) working days of receipt of the written grievance.

STEP 4 Failing a satisfactory settlement being reached in STEP 3, the Union or the Grievance Committee may within ten (10) working days of receiving the written decision in STEP 3, refer the dispute to arbitration.

(5) Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union or the Employer has a grievance, same shall be dealt with at STEP 2 of the grievance procedure, presented in writing, and within thirty (30) working days of the event giving rise to the policy grievance.

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

(6) <u>Composition of Board of Arbitration</u>

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) working days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) arbitrators shall then meet to select an impartial Chairman.

(7) (a) Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a Chairman within seven (7) working days of their appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

(b) Single Arbitrator

The parties may by mutual agreement provide for arbitration as set out under the terms of the Labour Relations Act.

(8) <u>Three-Member Board Procedure</u>

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairman is appointed.

(9) The decision of the majority shall be the decision of the Board. Where there is no majority, the decision of the Chairman shall be final, binding, and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify, or

amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

(10) <u>Disagreement on Decision</u>

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision which it shall do within five (5) working days.

(11) Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the Arbitrator it appoints;
- (b) one-half (1/2) of the fees and expenses of the Chairman.

ARTICLE 13 DISCHARGE, SUSPENSION AND DISCIPLINE

(1) Whenever an Employee is disciplined and the discipline is intended to be a matter of management record, the Employee shall be given written particulars of the discipline whether it be a warning, suspension, or discharge within ten (10) days of the event of the complaint, with copies to the Union.

The Employee's reply to such complaint, shall become part of his/her record.

- (2) Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.
- (3) The employee, may after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any other adverse reports, approach the Employer to have said documentation removed from his/her personnel files. Such requests will be granted provided the Employee's file does not contain any further record of related disciplinary action during that twenty-four (24) month period.

ARTICLE 14 CONTRACTING - OUT

(1) No Employee presently employed by the Employer within the scope of this Agreement shall lose employment during the life of the Agreement as a result of contracting-out.

ARTICLE 15 OVERTIME

(1) Overtime must be approved by the Employer and overtime rates shall be paid for hours worked in excess of the normal daily or weekly hours required of an

- Employee pursuant to Article 22. For hours for which the overtime rate is payable, no other premiums outlined in this Agreement will be payable.
- Overtime shall be calculated on the basis of time and one-half (1 1/2) regular rate of pay for the first three (3) hours and double time (2) thereafter. The first three (3) hours worked on Saturday shall be paid at time and one-half (1 1/2) regular rate of pay and double time (2) thereafter. Double time (2) shall be paid for all hours worked on Sundays and General Holidays.
- (3) When an Employee is called out by a supervisor to a place of work for a specific job, assignment, he shall be compensated at the applicable overtime rate of pay for the time spent on the job, with a guaranteed minimum of two (2) hours. Additional calls within a two (2) hour period shall for the purpose of calculation, be considered as one (1) call.
- (4) In giving out overtime, the Employer agrees to distribute such overtime as evenly as possible among the Employees, except in the case of emergency.
- (5) (a) Time off in lieu of recorded/banked overtime shall be provided when mutually agreed between the Town and the Employees. Such time off is calculated at the applicable overtime rate.
 - (b) Recorded/banked overtime may be banked to a maximum of five (5) working days. Time off in lieu of banked overtime shall be scheduled through a mutually agreeable time, but scheduled vacation shall have priority over time off in lieu of banked overtime.

Any accumulated overtime which has not been taken as time off shall be paid out at the appropriate overtime rate at December 31st of each year unless otherwise arranged by the Town Manager.

ARTICLE 16 SAFETY AND HEALTH

- (1) The Union and the Employer shall cooperate in continuing and perfecting regulations which will afford adequate protection to the Employees engaged in work for the Employer.
- (2) The Employer agrees to provide and maintain suitable First Aid equipment on all job sites and in all vehicles as required by the Workers' Compensation Board.

ARTICLE 17 SICK LEAVE PROVISIONS

- (1) Sick leave means the period of time an Employee is absent from work with full pay while medically incapable of attending work and performing their duties.
- (2) Sick leave shall be earned by Employees on the basis of one and one-quarter (1 1/4) calendar days sick leave per month. Any portion of the unused sick leave shall be accumulated to a maximum of forty (40) days.

- All Employees shall immediately notify their Department Head in the (a) (3)morning of their first day of absence through sickness.
 - An absence of three (3) consecutive working days or more will require (b) the substantiation by a certificate from the Employee's attending medical practitioner.
- A deduction shall be made from accumulated sick leave, of all normal working (4) days (exclusive of holidays) absent for sick leave. Accumulated absence during the pay period of four (4) or more hours shall be deducted.
- A record of unused sick leave shall be kept by the Employer. On the anniversary (5) date of this Agreement, the Employer shall forward to the Secretary of the Union a list of Employees indicating the total unused sick leave that has accumulated for each Employee.
- When an Employee is given leave of absence for a month or more, without pay (6)for any reason, or is laid-off on account of lack of work and returns to work upon expiration of such leave of absence or lay-off, he shall not receive sick credits for his cumulative credit, if any, existing at the time of such leave or layoff.

ARTICLE 18 STAND-BY & LEADHAND

- Any Employee detailed for stand-by duty on weekends or General Holidays shall (1) receive Thirty Dollars (\$30.00) per day.
- A Leadhand who is assigned duties over and above his regular work may be (2)designated by the supervisor to supervise or direct other employees. The Leadhand shall receive one dollar (\$1.00) per hour for such assigned duties.

ARTICLE 19 GENERAL HOLIDAYS

The Employer recognizes the following as paid General Holidays: (1)

New Year's Day

Civic Holiday

Family Day

Labour Day

Good Friday

Thanksgiving Day

Easter Monday

Remembrance Day

Victoria Day

Christmas Day

Canada Day

Boxing Day

and all holidays as proclaimed by the Federal, Provincial, and Municipal Governments.

One (1) floating work day shall be provided either prior to Christmas Day or the working day following Boxing Day. The floating day shall be allocated based on (2)the following:

If Christmas Day (December 25th) falls on a:

Monday, the Floating Day shall be December 27th Tuesday, the Floating Day shall be December 24th Wednesday, the Floating Day shall be December 27th Thursday, the Floating Day shall be December 24th Friday, the Floating Day shall be December 24th Saturday, the Floating Day shall be December 24th Sunday, the Floating Day shall be December 28th

The Christmas Floating Day shall be taken within the Christmas Holiday week, however the individual work site may determine the exact day to be taken with the Town Manager's approval.

- (3) When any of the above noted holidays fall on an Employee's scheduled day off, the Employee shall receive another day off with pay at a time mutually agreed upon by the Employer and the Employee or an extra day's pay in lieu thereof by mutual agreement.
- (4) 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 for the Town at least thirty (30) days during the twelve (12) months preceding the general holiday and the Employee has not been absent, without the Town's consent, on either of the regular working days immediately preceding or following the general holiday.
- (5) If any Employee is absent the working day immediately prior to or following the general holiday, no payment shall be made for the general holiday, unless the absence is covered by a medical certificate or an authorized leave of absence.

ARTICLE 20 JOB CLASSIFICATION AND RE-CLASSIFICATION

(1) Changes in Classification

When the duties in any classification are changed or where the Union and/or an Employee is of the opinion he is unfairly or incorrectly classified or when any position not covered by the wage schedule is established during the term of this Agreement the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on re-classification and/or rate of pay of the job in question, the rate of pay shall be determined by an Arbitration Board and such decision shall be binding on both parties.

ARTICLE 21 LEAVE OF ABSENCE

- **ALSO REFER TO ARTICLE 24(4)**
- Representatives of the Union shall be granted permission without loss of pay or benefits, to leave their employment in order to carry on negotiations, (1)grievances, and arbitration procedures. Notice of such shall be given to the Employer at least three (3) working days in advance.
- Upon written request from the Union Secretary to the Employer, two (2) weeks in advance, leave of absence with pay and without loss of seniority shall be (2) granted to one (1) employee elected or appointed to represent the Union at Union Conventions or Conferences with reimbursement of the employee's wages made to the Town by the Union. Additional employees may be granted Union leave in the same manner at the discretion of the Supervisor.
- A Permanent Employee shall be granted a maximum of three (3) regularly scheduled consecutive work days without loss of pay and benefits in the case of (3) death of a parent, common-law spouse, spouse, brother, sister, child, step child, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-inlaw, brother-in-law, sister-in-law. Where the burial occurs outside the province, the Employer may grant additional time not to exceed two (2) working days as may be necessary.
- The Employer shall grant leave of absence without loss of seniority to an Employee who is required by law to serve as a juror or appear as a witness in (4) any Courts. The Employer shall pay such an Employee any difference between his regular rate of pay and the payment he receives for service as a juror or witness, including payment for travelling, meals, or other expenses. The Employee will present proof of service and the amount of pay received.
- Where it is necessary for an Employee to take leave in order to write examinations or improve qualifications, and where such will be of benefit to the (5) Employer, such leave shall be given without loss of pay or seniority providing the Employee has received prior written permission from the Employer.
- One-half (1/2) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, notifying the appropriate supervisor twenty-four (24) (6)hours in advance.
- The Employer may grant leave of absence without pay to an Employee for reasons satisfactory to the Employer. Request for such leave shall be in writing (7) and shall be submitted to his/her supervisor in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the employer as soon as possible. Such leave shall not be for the purpose of taking employment elsewhere. Unless otherwise mutually agreed such leave shall not exceed three (3) months and seniority shall not accumulate during such leave.

(8) An Employee who is pregnant and who has been employed by the Town for a period of at least twelve (12) months is entitled to maternity and/or parental leave as per the Employment Standards Code.

ARTICLE 22 HOURS OF WORK

- (1) The normal hours of operation of the Town are from 8:00 a.m. to 5:00 p.m. Monday to Friday.
- (2) The number of hours worked in a week shall be forty (40) hours per week, except for office employees, whose number of hours shall be thirty-five (35) hours per week.
 - (a) The hours of work for Development Officer, Bylaw Enforcement Officer, and Police Support Staff, shall be forty (40) hours per week.
 - (b) The normal working hours for the Public Works Staff shall be (8) hours per day on a forty (40) hour week. A regular shift shall be between 7:30 am and 4:00 pm. Public Works Staff shall have a meal break of one half (1/2) hour duration, without pay in any shift of eight (8) hours or more.
 - (c) The normal working hours for Leisure Centre staff shall be either eight (8) or ten (10) hours per day on a forty hour week.
- (3) Shifts may be established outside the normal hours of operation.
 - (a) No employee on staff prior to July 1st, 1984 shall be required to work a permanent shift outside the normal hours of operation.
 - (b) Any shifts established outside of the normal hours of operation will be on a rotating basis providing there are sufficient numbers of staff with the necessary qualifications and abilities to perform the work required.
 - (c) Except for Recreation employees, Police Support Staff and Landfill Attendants, there shall be no split shifts. Those split shifts allowed shall comply with all of the provisions of the Labour Standards Code and revisions.
- (4) Shifts presently established outside the normal hours of operation are as follows:
 - (a) Recreation Employees and Landfill Attendants, whose work week is from Monday to Sunday, inclusive, with two consecutive days off.
 - (b) The normal working hours for the Police Support Staff shall be eight (8) hours per day on a forty (40) hour week. A regular shift shall be between 8:00 a.m. and 5:00 p.m. Police Support Staff may be required to work an average of eighty (80) hours over a two (2) week period

based on mutual agreement by the parties. Police Support Staff shall work shift work, weekends included.

- (5) Additional shifts initiated by the Town outside the normal hours of operation shall be discussed with the Union.
- (6) An Extended Work Day is a system which both extends the normal number of hours worked and at the same time compresses the work week.
 - (a) Extended Work Days shall comply with all provisions of Provincial Legislation.
 - (b) The average normal number of hours shall be forty (40) hours or thirty-five (35) hours a week, whichever is applicable, when scheduling an Extended Work Day system.
- (7) In recognition of the undesirable features of shift work, premiums of seventy five (\$.75) cents per hour shall apply on all shifts in which any hours are worked between 5:00 p.m. and 7:30 a.m.
- (8) Except for the following, a weekend premium of sixty (60) cents per hour will be paid:
 - (i) Recreation Employees
 - (ii) Landfill Attendants
- (9) All shift work shall be posted five (5) working days in advance, except in cases of an emergent nature.

(10) Rest Between Change of Shift

Failure to provide at least ten (10) hours rest between shifts which are being changed shall result in payment of overtime at the established rates for any hours worked during such rest period.

(11) Change to Daylight Saving Time

At the time of change to or from Standard/Daylight Saving Time, employees working the shift shall be paid for the normal hours of work.

- (12) All Employees covered by this Agreement shall be permitted a fifteen (15) minute rest period both in the first half and the second half of the shift which is to be taken on the worksite or otherwise agreed to by the Supervisor.
- (13) If a Permanent Employee reports for work and is not required to commence work, such Employee shall be paid for three (3) hours at regular rate, unless an Employee is sick and unable to work of his own volition.
- (14) Meal breaks will be of one (1) hour duration, without pay in any shift of eight (8) hours or more and half (½) hour for those working under Article 22(2)(b).

(a) Employees required to take their meals on the job shall be paid a one-half (1/2) hour meal break.

ARTICLE 23 ANNUAL VACATIONS

- (1) Full time employees shall receive an annual vacation with pay in accordance with the following:
 - (a) An Employee who has completed less than twelve (12) full months' service as of December 31st, shall earn vacation at a rate of one day for each calendar month worked from the commencement of his service, provided that when employment has commenced on or before the fifteenth (15th) day of any month, he shall earn vacation entitlements from the first day of that month and when employment has commenced on or after the sixteenth (16th) day of any month, he shall earn vacation entitlements from the first day of the following month.
 - (b) During the subsequent year of service the employee shall earn vacation at a rate of one (1) day per month worked. This year would be considered the first complete year of service.
 - (c) In the subsequent year(s) of continued service, the employee shall earn vacation at a rate of 1.25 days per month worked.
 - (d) An Employee who has completed seven (7) years of service as of December 31st, shall in the subsequent year(s) earn vacation at a rate of 1.66 days per month worked.
 - (e) An Employee who has completed fourteen (14) years of service as of December 31st, shall in the subsequent year(s) earn vacation at a rate of 2.085 days per month worked.
 - (f) An Employee who has completed nineteen (19) years of service as of December 31st, shall in the subsequent year(s) earn vacation at a rate of 2.5 days per month worked.
- (2) If a general or declared holiday falls or is observed during an Employee's vacation period he shall be allowed an additional day's vacation.
- (3) For recording purposes only, vacation entitlement shall be calculated on an hourly basis, as follows:
 - (a) Town Office employees except the Engineering & Planning Staff Seven (7) hours for each day of vacation entitlement.
 - (b) Development Officer, Administrative Assistant, R.C.M.P. Support Staff, Bylaw Enforcement Officer, and all other employees Eight (8) hours for each day of vacation entitlement.

(4) <u>Vacation Agreed Schedules</u>

Vacations shall be on a rotation schedule for inside and outside workers. A vacation list will be posted on March 1st each year so Employees can mark in their choice of holidays before May 1st. Vacation must be taken at a minimum of one (1) week at a time or as otherwise agreed to by the Employee and immediate supervisor.

No Employee shall be entitled to a vacation of more than three (3) consecutive weeks where applicable unless approved by the Town Manager. Where an Employee does not indicate vacation preference during the March 1st to May 1st period, the granting of vacation requests shall be subject to supervisor approval and work demands. Employees who wish to split their holidays shall not be permitted a second choice until all Employees have had their first choice.

Vacation schedules, once approved by the Employer, cannot be amended without approval of the Employee and his supervisor. For the first year of rotation, the lists shall be set up by seniority. Carry-over of more than five (5) days vacation time from year to year will only be allowed by written authorization of the Employer.

ARTICLE 24 EMPLOYEE BENEFITS

- (1) In addition to Canada Pension Plan, every eligible Employee shall participate in the Local Authorities Pension Plan. The Employer and the Employee shall make contributions in accordance with provisions of the Plan.
- (2) Participation in group benefits by the Employer is as follows:
 - (a) Alberta Health Care 85%
 - (b) AUMA Extended Health & Vision Care 85%
 - (c) AUMA Dental Basic Option Number I & Option Number II 85%
 - (d) AUMA 80% Major Restorative Dental 85%
 - (e) AUMA Weekly Indemnity 85%
 - (f) AUMA Long Term Disability 85%
 - (g) AUMA Group Life (3x annual salary) 85%
- (3) A Permanent Employee prevented from performing his regular work as a result of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, shall receive his regular pay and sign over to the Employer any benefits payable by the Workers' Compensation Board for a maximum period of four (4) weeks, however, this period may be extended at the discretion of the Employer.
- (4) There shall be no pyramiding or substitution of benefits, or of benefits and salaries or wages, unless such substitution is specifically permitted.

(5) In the case of vacation and sick benefits, accumulation will not be allowed if the employee is absent for more than twenty five (25) consecutive working days. In this case vacation and sick day accumulation will be reduced retroactive to the first day of absence.

ARTICLE 25 GENERAL

- (1) Whenever 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.
- (2) The Employer agrees to provide a bulletin board in the Administration Office,
 Leisure Centre, Landfill Office, RCMP Detachment, Red Brick School and Public
 Works Shop so Employees will have access to them and upon which the
 Employer and the Union shall have the right to post notices of meetings and
 such other notices as may be of interest to the Employees.
- The Employer agrees to supply any tools or equipment considered necessary for Employees to perform their normal duties except for mechanics' tools.

ARTICLE 26 UNIFORMS AND CLOTHING ALLOWANCE

- (1) The Town will supply:
 - (a) Hard Hats
 - (b) Rubber Gloves
 - (c) Goggles
 - (d) Coveralls for the mechanic. Town shall issue three (3) pairs each.
 - (e) Rain jackets (for outside employees).
 - (f) Hip waders (3 pairs)
 - (g) The Town is prepared to cost share for safety footwear for employees with a minimum of one year service. The Town will contribute 50% of CSA approved safety footwear to a maximum of \$150.00 per year upon proof of purchase.
 - (h) The Employer shall pay Mechanic's tool allowance of \$5.00 per working day.
- (2) The above clothing will remain the property of the Employer and any Employee who is supplied with clothing and through carelessness or neglect, damages or destroys or loses any of it, shall replace or pay for same. This does not include general wear and tear. When not being used, it must be returned to the Employer.

ARTICLE 27 PAYMENT OF WAGES AND ALLOWANCES

- (1) Wages as outlined in Schedule "A" shall be in effect until December 31, 2014.
- (2) The principle of equal pay for equal work shall apply.
- (3) Part-time Employees shall receive wage rates and benefits where applicable on a pro-rata basis according to their hours of work.
- (4) The Employer shall pay salaries and wages bi-weekly (26 pay periods) every second Thursday.
- (5) No Employee shall be required or permitted to use his car or truck for the Employer's business.
- (6) (a) Any Employee required to assume the duties of a higher classification shall be paid the wage of the higher classification.
 - (b) Any Employee assigned to train in a higher classification and working under the supervision of a person in that classification, shall receive such training at his listed payroll rate of pay.

ARTICLE 28 NO LOCKOUT, NO STRIKE

Ouring the life of this Agreement, there shall be no illegal strikes or illegal sanctions taken by the Union or its members against the Employer, nor shall there be any illegal lockouts or illegal sanctions taken by the Employer against the Union or its members.

ARTICLE 29 NON FULL TIME EMPLOYEES

Only the following Articles of the Collective Agreement shall apply as written to Non Full Time Employees:

| Article 18 | Stand-By |
|------------|--|
| Article 20 | Job Classification and Re-classification |
| Article 25 | General |
| Article 26 | Uniforms and Clothing Allowance |
| Article 28 | No Lockout, No Strike |
| Article 29 | Non Full Time Employees |
| Article 31 | Term of Agreement |
| Article 32 | Government Funded Programs |
| Article 33 | Town Ratification |

The following Articles shall apply with the noted exceptions:

(2) Article 9 Seniority

- (a) Probationary period for Non Full time Employees shall be for a period of 560 hours worked, but not less than four (4) months.
- (b) Seniority is defined as the length of total accumulated regular hours of service with the Employer from the most recent date of hire.

(3) Article 15 Overtime

- (a) Non full time Employees will be eligible for overtime payment provided the employee has worked the full required daily or weekly maximum hours pursuant to Article 22 Hours of Work.
- (b) Days off will be in accordance with the Employment Standards Code.
- (c) Non full time Employees, excluding Permanent Part time Employees, shall not have the option of time off in lieu of payment of wages.
- (d) Article 15(3) shall apply for Permanent Part time Employees; it shall not apply for any other Non Full Time Employees.

(4) Article 17 Sick Leave Provisions

- (a) Once Non Full Time Employees have successfully completed their probationary period, sick leave shall be earned on the basis of seven (7) hours after each one hundred and fifty six (156) hours worked. Any portion of the unused sick leave shall be accumulated to a maximum of one hundred forty (140) hours.
- (5) Article 19 General Holidays
 - (a) All Non Full Time Employees shall be paid out bi-weekly for general holidays at a rate of five (5) percent of their regular pay.
- (6) Article 21 Leave of Absence

- (a) Article 21(3) shall apply to Non Full Time Employees with the exception that the leave of absence shall be three (3) consecutive calendar days and the hours paid shall be only those hours scheduled to work on those days.
- (7) Article 22 Hours of Work
 - (a) Permanent part time Employees shall work a regularly scheduled shift, not in excess of the daily or weekly maximum. In the event the maximum is exceeded, overtime provisions shall apply.
 - (b) All other Non Full Time Employees shall be regularly scheduled to work a variety of hours not in excess of the daily or weekly maximum. In the event the maximum is exceeded, overtime provisions shall apply.
- (8) Article 23 Annual Vacations
 - (a) Permanent part time employees vacation shall be prorated to the hours worked.
 - (b) All other Non Full Time Employees shall not accumulate vacation but shall instead be paid a percentage of wage as per Employment Standards Code.

ARTICLE 30 CASUAL EMPLOYEES

Casual employees are employees which may be called upon periodically to provide relief coverage during a period of absence of a unionized person.

Only the following Articles of the Collective Agreement shall apply as written to Casual Employees:

| Article 1 | Preamble |
|------------|--|
| Article 2 | Management Rights |
| Article 3 | Recognition and Negotiation |
| Article 4 | No Discrimination |
| Article 5 | Union Membership Requirement |
| Article 6 | Check-Off of Union Dues |
| Article 7 | Correspondence |
| Article 8 | Labour Management Bargaining Relations |
| Article 10 | Promotions and Staff Changes |
| Article 11 | Lay-Offs and Recalls |
| Article 12 | Grievance and Arbitration Procedures |
| Article 13 | Discharge, Suspension and Discipline |
| Article 14 | Contracting Out |
| Article 16 | Safety and Health |
| Article 18 | Stand-By |
| Article 20 | Job Classification and Re-classification |
| Article 25 | General |
| Article 28 | No Lockout, No Strike |

Article 31

Term of Agreement

Article 32

Government Funded Programs

Article 33

Town Ratification

The following Articles shall apply with the noted exceptions:

(1) Article 9 Seniority

- (a) Probationary period for Casual Employees shall be for a period of 560 hours worked, but not less than four (4) months.
- (b) Seniority is defined as length of total accumulated regular hours of service with the Employer from the most recent date of hire.

(2) Article 15 Overtime

- (a) Casual Employees will be eligible for overtime payment provided the employee has worked the full required daily or weekly maximum hours pursuant to Article 22 Hours of Work.
- (b) Casual Employees shall not have the option of time off in lieu of payment of wages.
- (c) Article 15(3) shall not apply for Casual Employees.
- (3) Article 19 General Holidays
 - (a) All Casual Employees shall be paid out bi-weekly for general holidays at a rate established by Alberta Employment and Standards Code.

ARTICLE 31 TERM OF AGREEMENT

- (1) This Agreement shall be effective from January 1st, 2012 and remain in force until December 31st, 2014, and shall continue from year to year thereafter unless either party gives the other party notice in writing not less than sixty (60) days nor more than one hundred twenty (120) days prior to the 31st day of December in any year that it desires its termination or amendment.
- Any amendments deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- (3) Either party desiring to propose changes or amendments 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 of the changes or amendments proposed. Within twenty (20) days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement.

ARTICLE 32 GOVERNMENT FUNDED PROGRAMS

(1) This Agreement does not pertain to any employee hired under a Provincial or Federal Government assisted employment programs.

ARTICLE 33 TOWN RATIFICATION

(1) The Employer bargaining team has the authority to conclude a memorandum of agreement. Such memorandums of agreements are conditional on ratification by the Town Council.

Signed on behalf of the
TOWN OF EDSON

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2838

Signed this 19 day of <u>December</u>, <u>2011</u>, at Edson Alberta.

| LEVEL V | | | | \$ 32.15 \$ 33.12 \$ 34.28 | | | | |
|---|--|-----------------------------------|---|-----------------------------------|--|--|---|----------------------------------|
| LÉVELIV | | | | \$ 31.70 \$ 31.70 \$ 32.81 | \$ 29.74. \$ 30.63 \$ 31.70 | \$ 30.25 | \$\\\\\ 29.73\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ | \$ 27,70 \$ 28.53 \$ 29.52 |
| LEVEL | | \$ 22.90 \$ 23.59 \$ 2441 | \$ 22.42 \$ 23.09 \$ 23.90 | \$ 30.80 \$ 31.87 | \$ 29.17 \$ 30.19 | \$ 29.37 \$ 30.40 | \$ 29.74 \$ 30.78 | \$ 26.90 \$ 27.70 \$ 28.67 |
| LEVEL II | | \$ 27.78 \$ 22.43 \$ 23.22 | \$ 20.77 \$ 21.39 \$ 22.14 | \$ 29.04 \$ 29.91 \$ 30.96 | \$ 27.79 \$ 27.79 | \$ 28.24 \$ 29.23 | \$ 27.75 \$ 28.58 \$ 29.58 | \$ 25.83 \$ 26.60 \$ 27.54 |
| LEVELIN | \$ 17.43 | \$ 20.40 \$ 21.11 | \$ 19.24 \$ 19.82 \$ 20.51 | \$ 28.75 \$ 29.75 | \$ 25.70 \$ 26.47 \$ 27.39 | \$ 24.92 \$ 25.67 \$ 26.56 | \$ 25.25 \$ 26.00 \$ 26.91 | \$ 24.20 \$ 25.04 |
| Probation 4 months | | \$ 19.20 \$ 19.80 \$ 20.51 | \$ 19.22 \$ 19.22 \$ 19.91 | \$ 28.15 \$ 29.15 | \$ 25.10 \$ 25.87 \$ 26.79 | \$ 24.32 \$ 25.07 \$ 25.96 | \$ 25.40 \$ 26.31 | \$ 22.89 \$ 23.60 \$ 24.44 |
| CUPE Positions Wage Grid 2012 (2.5%), 2013 (3%), 2014 (3.5%) | Student.General 2012 2013 2013 2014 201 | Landfill Attendant 2012 2013 2014 | Labourer 2012 2013 2013 2014 2014 | Parks Foreman 2012 2013 2014 2014 | Senior Arena/Parks Operator 2012 2013 2014 | Building & Facilities Maintenance 2012 2013 2013 | Utility Operator III 2012 2013 2014 | Utility Operator |

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| | LEVELV | | | | | | | | | |
|------------|---|---|--|--|---|---|--|--|---|---|
| | LEVELIV | \$ 25.32 \$ 26.08 \$ 26.99 | \$ 29.73. \$ 30.62 \$ 31.69 | \$ 28.53 \$ 29.52 | \$ 26.08 \$ 26.99 | \$ 25.32 \$ 26.08 \$ 26.99 | \$ 25.32 \$ 26.08 \$ 26.99 | | \$ 24.82 \$ 25.56 \$ 26.45 | |
| | LEVELM | \$ 24.59 \$ 25.33 \$ 26.21 | \$ 29.74 \$ 30.78 | \$ 27.70 \$ 27.70 \$ 28.67 | \$ 25.33 \$ 26.21 | \$ 25.33 \$ 25.33 | \$ 25,33 \$ 26,21 | | \$ 24.83 \$ 24.83 \$ 25.70 | • |
| | EVEUII | \$ 24.35 \$ 24.35 \$ 25.20 | \$ 27.75 \$ 28.58 \$ 29.58 | \$ 25.83 \$ 26.60 \$ 27.54 | \$ 24.35 \$ 25.20 | \$ 24.35 \$ 25.20 | \$ 24.35 \$ 25.20 | \$ 35.92 \$ 37.17 | \$ 23.18 \$ 23.87 \$ 24.71 | |
| APPENDIX A | LEVELI | \$ 22.13 \$ 22.30 | \$ 26.91 \$ 26.91 | \$ 23.49 \$ 24.20 \$ 25.04 | \$ 22.13 \$ 22.90 | \$ 22.13 \$ 22.13 \$ 22.90 | \$ 22.13 \$ 22.90 | \$ 34.099 \$ 35.11 \$ 36.34 | \$ 22.96 | |
| : | Probation 4 months | \$ \$ 20.88 3 \$ 21.53 4 \$ 22.30 | 2 \$ 25.40 3 \$ 25.40 4 \$ 26.31 | 2 \$ 22.89 3 \$ 23.60 4 \$ 24.44 | 2 \$ 20.88 3 \$ 21.53 4 \$ 22.30 | 12 \$ 20.88 13 \$ 21.53 14 \$ 22.30 | 2012 \$ 20.88 2013 \$ 21.53 2014 \$ 22.30 | 2012 \$ 33.49 2013 \$ 34.51 2014 \$ 35.74 | 2012 \$ 22.36 2013 \$ 22.36 2014 \$ 23.17 | |
| | CUPE Positions Wage Grid 2012 (2.5%), 2013 (3%), 2014 (3.5%) | Utility Operator 2012 2013 2014 2014 | Equipment Operator II 2012 2013 2014 | Equipment Operator 2012 2013 2013 | Equipment Operator 2012 2013 2014 | Equipment Operator Waste Management 2012 2013 | Eqiupment Operator Landfill 2012 2013 2014 | Mechanic Company 20 20 20 20 20 20 20 20 20 20 20 20 20 | Public Works Administrative Assistant 20 | |

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A Company

Las Chia

| LEVEL V | | | | | | | | | |
|---|--|---|--|--|--|--|---|--|----------------------|
| LEVELIV | | | | \$ 30.63 \$ 31.70 | \$ 24.43 \$ 25.29 | | | | |
| LEVELIN | \$ 24.12 | \$ 25.09 \$ 25.84 \$ 26.75 | \$ 24.12 \$ 24.12 \$ 24.97 | \$ 29.17 \$ 30.19 | \$ 22.24 \$ 23.02 | | \$ 19.29 \$ 19.29 | \$ 22.42. \$ 23.09 \$ 23.90 | · · - |
| LEVEUI | \$ 20.97 \$ 21.60 \$ 22.36 | \$ 24.60 \$ 25.46 | \$ 20.97. \$ 21.60 \$ 22.36 | \$ 26.98 \$ 27.79 \$ 28.76 | \$ 20.80 \$ 21.53 | \$ 18.12 \$ 18.75 | \$ 18.02 \$ 18.65 | \$ 20.77 \$ 21.39 \$ 22.14 | |
| APPENDIX A | \$ 18.92 \$ 19.58 | \$ 23.77 \$ 23.41 \$ 24.23 | \$ 18.92 \$ 19.58 | \$ 25.70. \$ 26.47 \$ 27.39 | \$ 19.24 \$ 19.82 \$ 20.51 | \$ 16.74 \$ 16.74 | \$ 16.35, \$ 16.84 \$ 17.43 | \$ 19.24 \$ 19.82 \$ 20.51 | 14 14 14 14 |
| Probation 4 months | \$ 18.32 \$ 18.98 | \$ 22.12 3 \$ 22.81 4 \$ 23.63 | 2 \$ 17777. | 2 \$ 25.10 3 \$ 25.87 4 \$ 26.79 | 2 \$ 19.64 3 \$ 19.22 4 \$ 19.91 | 12 \$ 15.70 13 \$ 15.57 14 \$ 16.14 | 12 \$ 1575 13 \$ 16.24 14 \$ 16.83 | 2012 \$ 18.64 2013 \$ 19.22 2014 \$ 19.91 | |
| CUPE Positions Wage Grid 2012 (2.5%), 2013 (3%), 2014 (3.5%) | Community Services Receptionist (2012 2013 2014 | Family Centre Programmer 2012 2013 2014 | Leisure Centre Receptionist 2012 2013 2013 | Pool Programmer 2012 2013 2013 | Senior Lifeguard 2012 2013 2013 2014 | Junior, Lifeguard 2012 2013 2013 2014 | Patrollar 2012 2013 2014 | Sr Concession Attendant/Parks Labourer 20 20 | |

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| No. | | LEVEL V | | | |
|-----|------------|---|---|----------|----------|
| | | LEVEL IV | | | |
| | | LEVEL'III | | | |
| | | LEVEL II | \$ 14.00 | \$ 14.42 | 44.02 |
|) | APPENDIX A | LEVELI | \$ 13.09 | \$ 13.48 | \$ 13.95 |
| | | Probation 4 months | \$ 12.49 | \$ 12.88 | \$ 13.35 |
| | | | 2012 | 2013 | 2014 |
| | | CUPE Positions Wage Grid 2012 (2.5%), 2013 (3%), 2014 (3.5%) | Concession Attendant Concession Attendant | | |

| LEVELV | | | \$ 28.84 | \$ 29.71 | \$ 30.75 |
|---|--------------------------------------|------------|-------------------------------|-------------|-------------|
| LEVELIV | | | \$ 27.36 | \$ 28.18 | \$ 29.16 |
| TEVEL III | \$ 32.20 | \$ 33.33 | \$ 25.70 | \$ 26.47 | \$ 27.39 |
| LEVEL II | 31.14 | 32.23 | 24.95 | 25.70 | 26.60 |
| LEVEL I. | \$ 29.50 | 5 31.45 \$ | \$ 22.43 | \$ 23.10 \$ | \$ 23.91 \$ |
| Probation | 28.90 | 30.85 | 21.83 | 22.50 | 23.31 |
| | 2012 \$ 2013 \$ | 2014 \$ | 2012 | 2013 \$ | 2014 \$ |
| CUPE Positions Wage Grid 2012 (2.5%), 2013 (3%), 2014 (3.5%) | Senior Detachment Services Assistant | | Detachment Services Assistant | | |