THE TOWN OF DRUMHELLER

-AND-

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4604

CUPE Canadian Union of Public Employees

COLLECTIVE AGREEMENT

January 1, 2013 – December 31, 2015

copeseph
Canadian Office &
Professional Employees
Local #491

Table of Contents

ARTICLE 1 - PURPOSE 1
ARTICLE 2 - UNION 1
ARTICLE 3 – MEMBERSHIP 2
ARTICLE 4 – LABOUR/MANAGEMENT COMMITTEE 2
ARTICLE 5 - MANAGEMENT RIGHTS 3
ARTICLE 6 - DEFINITIONS OF EMPLOYEES 3
ARTICLE 7 - PROBATIONARY PERIOD 4
ARTICLE 8 – TRANSFERS, PROMOTIONS & APPOINTMENTS 5
ARTICLE 9 - SENIORITY 6
ARTICLE 10 - LAY-OFF 7
ARTICLE 11 - INTENTIONALLY BLANK 7
ARTICLE 12 - HOURS OF WORK 7
ARTICLE 13 - ANNUAL VACATION 8
ARTICLE 14 - NAMED HOLIDAYS 9
ARTICLE 15 - SICK LEAVE AND LONG TERM DISABILITY 10
ARTICLE 16 - WORKER'S COMPENSATION BENEFITS 12
ARTICLE 17 - LONG SERVICE BENEFIT 12
ARTICLE 18 - LEAVE OF ABSENCE 13
ARTICLE 19 - EMPLOYEE BENEFITS 14
ARTICLE 20 - WORKING CONDITIONS 15
ARTICLE 21 – REMUNERATION 16
ARTICLE 22 - WARNING NOTICES AND DISCIPLINE 18
ARTICLE 23 - GRIEVANCE PROCEDURE 19
ARTICLE 24 - ARBITRATION 20
ARTICLE 25 - CLASSIFICATION 22
ARTICLE 26 - NO LOCK-OUT, NO STRIKE 22
ARTICLE 27 - TERM OF AGREEMENT 23
ARTICLE 28 - GENDER – NEUTRAL LANGUAGE 23
ARTICLE 29 – NOTICE TO UNION 23
ARTICLE 30 – NO DISCRIMINATION 24
SCHEDULE A - CLASSIFICATION OF WAGES 25
LETTER OF UNDERSTANDING 26
INDEX 27

COLLECTIVE AGREEMENT

BETWEEN:

THE TOWN OF DRUMHELLER
hereinafter referred to as "the Town or Employer"

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4604
hereinafter referred to as "the Union or Employee"

ARTICLE 1 - PURPOSE

1.01 The purpose of this agreement is to maintain a harmonious and cooperative relationship between the employer and the employee.

1.02 To provide an amicable method of settling any differences or grievances which may arise between the employer and the employee.

1.03 To promote the mutual interest of the employer and employee.

ARTICLE 2 - UNION

2.01 The Employer recognizes, under the terms of the certification granted under the Alberta Labour Relations Code, Local #4604 of the Canadian Union of Public Employees as the sole and exclusive bargaining agent for a unit of employees of the Town of Drumheller, described as all employees except firefighters and those covered by Certificate No. 96-98.

2.02 The Employer agrees that persons outside the scope of the union shall not perform the work of the union except to the extent that such activities are ancillary to their managerial duties and in cases of emergency, training or lack of union staff being reasonably available at the time.

ARTICLE 3 – MEMBERSHIP

3.01 All employees shall be subject to the deduction of union dues in accordance with the Rand formula.

3.02 The Town will accept written authorization submitted by an employee for the deduction of dues and initiation fees. In the event that the Union decides there shall be any changes in the amount of membership dues deducted, the Union shall advise the Town in writing. Membership dues shall be deducted at the rate set out by the Local Union. New employees shall be deducted union dues from the first full pay cheque.

3.03 Union dues deducted shall be forwarded to the Treasurer of the Union no later than ten (10) working days after the end of each calendar month in which the deductions took place, accompanied by a list of names of employees from whose wages the deductions have been made.

ARTICLE 4 – LABOUR/MANAGEMENT COMMITTEE

4.01 In order to promote harmony and efficiency within Town operations, the Town will recognize a Labour/Management Committee.

4.02 The composition of the committee will normally be three (3) union employees and three (3) management.

4.03 The purpose of this committee is to exchange ideas that:

(1) may lead to greater efficiency;

(2) assist in resolving problems;

(3) provide a framework for harmonious relations;

(4) assist in the resolution of complaints, except for grievances where the grievance and arbitration procedures are provided; and

(5) deal with other matters which may be within their purview.

4.04 Recommendations of the Labour/Management Committee may be forwarded to the Chief Administrative Office of the Town in writing.

4.05 Deliberations and any recommendations of the Labour/Management Committee shall be without prejudice to the Town, its management staff, the Union, or any member of the Committee.

4.06 The Committee shall meet in the second week of every calendar quarter unless otherwise mutually agreed by the Town and the Union. The Committee may meet at other times on request and with the agreement of both parties.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union recognizes and agrees that it is the exclusive right of the Town to exercise all of the usual and customary rights of management. Such management rights include the right of the Town to manage its business, direct the working forces, make rules and regulations and the right to hire, suspend, discharge, discipline, lay-off, transfer, classify, promote or demote any employee. Such management rights are subject to this Agreement only insofar as the provisions of this Agreement expressly limit such management rights. The question of whether any management rights are expressly limited by this Agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 6 - DEFINITIONS OF EMPLOYEES

6.01 Definitions of Positions:

(1) 'Permanent' position is an established position which has been duly authorized by the Town as part of the normal organizational structure of the Town of Drumheller.

(2) 'Part time' position is a position which requires an employee to work less than the standard working hours specified in this agreement and may be filled by a Permanent or Temporary employee.

(3) 'Temporary' position is a position established by the Town of Drumheller for a specific duration, not to exceed eleven (11) months of continuous service in the same position.

(4) 'Casual' position is a position established by the Town for a temporary duration not to exceed six (6) months of continuous service in the same position.

6.02 Definitions of Employees:

(1) 'Permanent' employee is an employee who has been selected for an established permanent position and has successfully completed the required probationary period.

(2) 'Part time' employee is an employee who works less than the standard working hours as defined in this agreement and may work in a permanent or temporary position.

(3) 'Temporary' employee is an employee selected for a temporary position for a specific duration and who has not attained Permanent employee status.

(4) 'Probationary' employee is an employee who has been selected for an established permanent position and who is serving the required probationary period.

(5) 'Casual' employee is an employee selected for a casual position and who has not attained the status of a Temporary employee.

ARTICLE 7 - PROBATIONARY PERIOD

7.01 All newly hired employees selected for a permanent position within the scope of this Agreement shall be required to serve a six (6) month probationary period. However, all newly hired employees may be terminated at anytime during the probationary period providing the provisions of the Alberta Employment Standards Code are followed.

An employee shall automatically be confirmed in the permanent position upon completing the probationary period, unless the employer extends the probationary period up to an additional three (3) months, providing proper and sufficient reasons in writing to the employee with a copy provided to the Union.

A temporary employee who is awarded a permanent position in the same job shall be considered to have served the probationary period upon the completion of six (6) months of continuous service.

7.02 Any accumulation of fifteen (15) or more days of absence from work shall be added to the six (6) month probationary period specified in clause 7.01. The employee will be advised in writing with a copy to the Union.

ARTICLE 8 – TRANSFERS, PROMOTIONS & APPOINTMENTS

8.01 A transfer means a lateral move to a different position at the same rate of pay.

8.02 A promotion means a permanent vertical move to a higher paid classification, and similarly, a demotion means a permanent vertical move to a lower paid classification (see 8.07).

8.03 An appointment means a vertical move to a supervisory position, out of the scope of this Agreement. Such appointees are subject to the policy of the Town relating to the position, and are not subject to the provisions of this Agreement. The Union and appointee shall be advised of the starting and expected ending dates of any such appointments and of any changes to the expected ending date.

8.04 All applications for employment, transfers, or promotion, shall be made to such Officer as the Town may designate.

8.05 When a vacancy occurs or a new position is created within the bargaining unit for a permanent position and Management decides to fill the vacancy, such vacancy shall be posted on a service-wide basis including via Email or electronic format for a period of five (5) working days, and the Union shall be notified in writing. Such posting shall indicate the nature of the position, qualifications (consistent with the position classification), shift, wage and salary rate.

8.06 In making promotions, permanent transfers and demotions, the determining factors shall be the knowledge, ability, performance and skills and other relevant attributes, and where these factors are deemed by the Town to be relatively equal, seniority shall be the deciding factor. The Employer shall not establish qualifications in an unfair manner.

8.07 All permanent transfers and promotions shall be subject to a trial period. The transferred or promoted employee will be given a trial period of six (6) months or such shorter time as the employer considers suitable in the circumstances in which to demonstrate the employee's ability to perform the new task satisfactorily. Should such employee fail to succeed during the above mentioned trial period, the Town shall direct the employee to return to the employee's former position and rate of pay without loss of seniority. Should an employee desire to transfer to his former position, he may do so at the discretion of the Town within the 6 month time period.

8.08 If, as a result of a recall from layoff, inability to perform the functions of a position, health reasons, or by request, an employee is transferred to a lower rated position, his rate will be adjusted immediately to the rate of the position to which he is transferred.

8.09 The Town may transfer employees from one job to another on a temporary basis.

8.10 The Union shall be advised in writing of all permanent full time staff changes, i.e. transfers, promotions, terminations and lay-offs.

ARTICLE 9 - SENIORITY

9.01 When an employee achieves permanent status, his length of unbroken service in positions coming within the jurisdiction the bargaining unit shall determine his seniority standing. Permanent part-time employees shall have seniority standing on a pro-rata basis.

9.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each permanent Employee's service commenced.

The Employer shall maintain a separate seniority list showing the hours worked to date and the start date of each part-time Employee and Temporary Employee.

An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in March of each year.

9.03 Service Seniority shall be lost for any of the following reasons:

(1) Resignation of the employee in writing;

(2) Discharge for just cause;

(3) If the employee fails to report for work after layoff within seven (7) working days of recall after being notified by registered mail. It shall be the duty of the employee to keep the employer informed of his current address;

(4) If the employee fails to report for work without permission and is absent for a period exceeding three (3) working days;

(5) On the expiration of one (1) year following a layoff during which time the employee has not been recalled;

(6) When the carrier of the Long Term Disability Plan determines that the employee is permanently disabled and not able to return to his position; and

(7) On retirement.

ARTICLE 10 - LAY-OFF

10.01 Both parties agree that job security shall increase in proportion to the length of service. Therefore, in the event of lay-off, employees shall be laid off in reverse order of their seniority provided that those remaining have the required qualifications, performance, and ability to fill the positions available.

10.02 Employees who have been laid off for lack of work only shall be recalled in order of their seniority and no new employees shall be hired until those employees, with the required qualifications, performance and abilities, who have been laid-off, have been given the opportunity of recall.

ARTICLE 11 - INTENTIONALLY BLANK

ARTICLE 12 - HOURS OF WORK

12.01 The normal hours of work for full-time employees shall be seven and one half (7.5) hours with an unpaid meal break of one (1) hour.

12.02 The Town may establish other regular hours of work and shifts where the Town deems it to be in the best interest of operating its business. Where the Town establishes other regular hours of work or shifts, the Town shall provide the Union twenty-four (24) hours notice of the establishment of such shift provided that there is an eight (8) hour rest period since the employee last worked. Such other consecutive regular hours of work and shifts may include the establishment of a compressed work week arrangement with scheduled hours of work not to exceed eleven (11) hours per day, not including one unpaid meal break, or one hundred and twenty (120) hours per twenty one (21) day period.

12.03 A Rest Period of fifteen (15) minutes in each half of a full shift will be permitted provided the employee does not leave the workplace.

12.04 A one dollar and fifty cent ($1.50) per hour differential shift premium shall be paid granted to employees for all hours of a shift (other than overtime) that fall between 6:00 PM to 6:00 AM.

ARTICLE 13 - ANNUAL VACATION

13.01 Length of Vacation

An employee shall receive an annual vacation with pay in accordance with his years of employment as follows:

- after one (1) year of continuous service - 3 weeks;
- after seven (7) years of continuous service - 4 weeks;
- after fifteen (15) years of continuous service - 5 weeks;
- after twenty-five (25) years of continuous service - 6 weeks

13.02 If employment is terminated, the employee covered by this agreement shall be entitled to vacation pay on the following pro-rata calculation:

- 3 weeks entitlement - 6% of regular earnings excluding all overtime.
- 4 weeks entitlement - 8% of regular earnings excluding all overtime.
- 5 weeks entitlement - 10% of regular earnings excluding all overtime.
- 6 weeks entitlement – 12% of regular earnings excluding all overtime.

13.03 If a recognized statutory holiday falls or is observed during an employee's vacation period he shall be allowed an additional vacation day with pay on some other day as mutually agreed to between the employee and his supervisor.

13.04 Vacation pay for each week of vacation shall be the employee's regular rate of pay immediately prior to the vacation period.

13.05 Each employee shall submit, on a form provided by the Town, his request for vacation to his supervisor. If, in the opinion of the head of the department, the period of vacation leave chosen by an employee conflicts or interferes with the efficient operation of the department, the department head shall, on or before May 1st give the employee notice of this and such employee shall have the right to choose an alternative period. In the event that the employee does not choose an alternative period acceptable to the department head, the department head shall assign the vacation period.

13.06 An employee shall be entitled to receive his vacation in an unbroken period except where his vacation entitlement is in excess of three (3) weeks. In such a case, the employee's vacation entitlement may be taken in an unbroken period only with the approval of the Town.

13.07 An employee who has been on sick leave, Workers' Compensation Benefits, or leave of absence without pay for thirty (30) or more consecutive calendar days, except where the leave is for the purpose of attending a training course, shall, for the year in which the absence occurs, earn annual vacation with pay proportionate to the number of months that the employee worked with pay in the service of the Town.

ARTICLE 14 - NAMED HOLIDAYS

14.01 The employer recognizes the following as paid holidays:

1. New Year's Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. August Civic
8. Labour Day
9. Thanksgiving Day
10. Remembrance Day
11. Christmas Day
12. Boxing Day

and any other day proclaimed as a Holiday by the Federal, Provincial or Municipal Government, provided that if Family Day is removed from the list of Public Holidays it will also be deleted from the contract.

14.02 An employee must have worked at least thirty (30) days during the twelve month period prior to a named holiday in order to qualify for such a holiday with pay.

14.03 All employees shall receive the recognized statutory holidays for which they are eligible with pay, or other days with pay in lieu of such statutory holidays, providing that they are available for work in accordance with their regular hours of work preceding, during and following the designated day for observance of the holiday.

14.04 Where the Town designates a day off in lieu of the actual statutory holiday for the majority of its employees, the employees may be allowed off on such day. In the event that this will interfere with any services which the Town considers to be essential, the employee may be allowed a day off in lieu of the statutory holiday at a time mutually agreed upon between the employee and his supervisor. If such a

day cannot be agreed upon, the Town may designate the day off or the Town may pay the employee a regular days pay at overtime rates in lieu of the statutory holiday.

14.05 Employees shall receive ½ day away from work with pay for December 24th if such date falls on their normal day of work. Where employees are required to work on December 24th for the full day to maintain required services, such employees shall be provided with a ½ day off work with pay at a later date.

ARTICLE 15 - SICK LEAVE AND LONG TERM DISABILITY

15.01 Definition: Sick leave means the period of time a permanent employee who comes under the terms of this agreement is absent from work with full pay due to bona fide sickness and/or injury that does not come under the provision of the Workers' Compensation Act.

15.02 Annual Paid Sick Leave and Accumulation of Sick Leave

(a) Every permanent employee shall earn sick leave credits at a rate of two (2) working days per month. The same to be cumulative from year to year to a maximum equivalent to the elimination period set forth in the Town's Long Term Disability Plan.

(b) A temporary employee who has worked for a minimum period of five (5) months in each year of a consecutive three (3) year period shall earn sick leave credits at a rate of two (2) working days per month. The same to be cumulative from year to year to a maximum equivalent to the elimination period set forth in the Town's Long Term Disability Plan.

(c) The employer shall advise each permanent employee in writing of the amount of sick leave accrued to his credit by January 31 of the following year.

(d) A permanent part-time employee shall earn sick leave credits at the rate of one (1) day per month.

15.03 Proof of Illness

(1) An employee may be required to produce a certificate from a medical practitioner, on a form provided by the Town of Drumheller, for any illness

or injury, certifying that the employee was unable to carry out his duties due to such illness or injury.

(2) All employees shall, prior to or within thirty (30) minutes of the commencement of their scheduled shift, notify their supervisor that they will be unable to report for work due to sickness.

(3) Failure by an employee to comply with the requirements of the above noted item may result in the employee losing entitlement to pay for the absence.

15.04 A deduction shall be made from accumulated sick leave of all normal working days absent for sickness, exclusive of holidays. Deduction shall be made on the basis of all time absent from work.

15.05 Any permanent employee using all their accumulated sick leave to go on long term disability shall upon returning from long term disability have their previously accumulated sick leave reinstated should it be required due to an unrelated subsequent illness or accident of a duration exceeding thirty (30) days.

15.06 From the time a permanent employee goes on Sick leave, including Long Term Disability:

(1) that person will remain an employee for one month for each year of service to a maximum of eighteen (18) months;

(2) that person's position may be filled permanently unless there is a reasonable expectation by the Employer that the employee will be able to return to work within the time period under 15.06 (1).

15.07 While on Sick Leave, benefits will be provided until termination according to Sections 19.01 and 19.02.

15.08 While on Long Term Disability, the premiums for Life Insurance, Accidental Death and Dismemberment, Dependent Life and Long Term Disability will be waived by the carrier, and coverage for Alberta Blue Cross or other mutually agreed upon medical plan, Alberta Health Care and the Dental Plan are available, provided the premium cost is shared 80% employer and 20% employee until termination.

ARTICLE 16 - WORKER'S COMPENSATION BENEFITS

16.01 When a permanent employee is incapacitated and unable to work as a result of an accident of any kind while engaged in the Town's service, he shall receive such compensation as provided by the Workers' Compensation Board. This compensation will be paid to the employee by the Town who shall recover such compensation from the Workers' Compensation Board.

16.02 From the time a permanent employee goes on Worker's Compensation Board Benefits:

(1) that person will remain an employee for one month for each year of service to a maximum of eighteen (18) months;

(2) that person's position may be filled permanently unless there is a reasonable expectation by the Employer that the employee will be able to return to work within the time period under 16.02 (1).

ARTICLE 17 - LONG SERVICE BENEFIT

17.01 The following conditions shall apply to permanent employees:

(a) Upon the fifth anniversary date of continuous employment with the Town, an employee shall be credited with ten (10) working days as a long service bonus to be paid to him upon retirement, resignation or permanent lay-off at the then current rate of pay.

(b) Upon each annual anniversary date of continuous employment thereafter, an employee shall be credited with an additional two (2) days.

(c) Temporary lay-offs will not be considered breaks in continuous employment as referred to above.

17.02 In the case of termination resulting from permanent disability or death of an employee, full payment of the days then standing to the credit of the employee shall be paid by the Town to him or to his estate.

17.03 Upon termination or retirement and at the employee's request, the payment of this allowance shall be:

(1) A lump sum payment at the time of termination or retirement, or

(2) For income tax purposes, held over to any taxation year following termination of employment if, and to the extent, permitted by law.

(3) Converted into a paid pre-retirement vacation equivalent.

17.04 No part of this article will apply to an employee dismissed for just cause.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 When it is necessary for an employee to make application for leave of absence to perform duties of any office in his Local Union, or of the parent Union, such request shall have priority over all other applications. The applications must be made in writing to the Town's Chief Administrative Officer and if refused, the matter may be referred to arbitration as set out herein. During the absence of any employee on special work of this nature, such employee shall retain seniority rights in his department.

18.02 The employer agrees that where permission has been granted by the employer to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the employer, or with respect to a grievance, they shall suffer no loss of pay for this time so spent. The Town shall allow a maximum of three (3) employees leave with pay for purposes of attending collective bargaining negotiations when such negotiations are held during regular working hours. The Town shall allow a grievor, and those persons necessary as witnesses, to attend a grievance hearing without loss of regular pay. No Union activity, other than grievance handling and collective bargaining negotiations as provided in this article, shall take place on Town time, nor shall such activities take place on Town property without the prior approval of the Town.

18.03 Leave of absence to an employee in order to carry out responsibilities incurred by the demise of a relative may be permitted at the discretion of the Department. Where the Department is satisfied that the request is a legitimate one, it will be permissible to grant leave of absence with pay up to but not exceeding three (3) consecutive working days. Bereavement leave shall be extended to four (4) days if travel is necessary in excess of 400 km with prior approval by their supervisor. For this purpose a relation shall be defined as mother, father, brother, sister, wife, husband, common-law spouse, child or foster child, guardian, mother-in-law or father-in-law and grandparent of the employee.

18.04 Leave with pay to attend funeral services only, of persons related more distantly than those listed above, may be granted to a permanent employee at the discretion of the Department.

18.05 Where a permanent employee qualifies for sick leave, bereavement or any other approved leave during his period of vacation, or holidays, there shall be no deduction from vacation or holiday credits for such absence. The period of vacation so displaced shall either be added to the vacation or holiday period or reinstated for use at a later date, at the mutual agreement of the employee and the department head.

In cases of illness, the employee shall be required to produce a medical certificate for all days so claimed under this Clause.

18.06 Any employee who qualifies for sick leave as per Article 15.02 may be allowed five (5) days of leave of absence per year with pay. Any granting of a request for a leave of absence will be at the discretion of the employer, in accordance with guidelines established by the Labour/Management Committee.

18.07 Maternity and Parental Leave shall be administered in accordance with the provisions of the Employment Standards Act.

18.08 Compassionate Care Leave

An Employee shall be granted an unpaid leave for up to eight (8) weeks, in accordance with the provisions of the Employment Insurance Compassionate Benefit Plan, to care for a near relative who has a serious medical condition with a significant risk of death. On return from leave, Employees will be placed in their former position.

ARTICLE 19 - EMPLOYEE BENEFITS

19.01 All employees who meet the criteria for coverage shall be required to participate in the following benefit plans. These benefits shall be pro-rated for employees working less than the normal annual hours.

(1) The Town agrees to pay one hundred percent (100%) of the cost of a mutually agreeable Group Life Insurance and Accidental Death and Dismemberment Plan.

(2) The employees agree to pay one hundred percent (100%) of the cost of a mutually agreeable Long Term Disability Plan.

19.02 The benefits of this section only apply to permanent employees who meet the criteria for coverage and shall be pro-rated for employees working less than the normal annual hours.

(1) The Town agrees to pay eighty percent (80%) of the cost of fees on a group basis of a mutually agreed upon medical plan which shall include a Vision Care Plan and a direct billing card.

(2) The Town agrees to pay eighty percent (80%) of the cost of Alberta Health Care fees on a group basis.

(3) The Town shall pay eighty percent (80%) of the Dental Plan providing employee reimbursement costs as follows:

Basic Services Preventative, Diagnostic, etc. - 100%
Option 1 Endodontic, Periodontal, & Oral Surgery - 100%
Option 2 Removable Prosthetics (dentures) - 50%
Option 3 Orthodontics (Dependent children to 21) - 50%
Option 4 Major Restorative - 50%

19.03 Every eligible employee shall join the Local Authorities Pension Plan. The Employer and the employee shall make contributions in accordance with the provisions of the plan.

Upon the hiring of new employees, the Town shall provide the employees with a benefit orientation package.

ARTICLE 20 - WORKING CONDITIONS

20.01 Safety

(1) The safety and health of all employees is a prime consideration in the operation of the Town of Drumheller. It is the intention of the Town, through the full participation and support of the Union and Management, to establish and maintain effective programs to prevent and reduce employee injury in the Town Service.

(2) The parties agree that safety regulations are necessary and conformance with such regulations shall be a condition of employment.

(3) An Occupational Health and Safety Committee shall be established in accordance with Town policy. All issues and concerns for health and safety will be directed to the Risk Management / Health & Safety Committee that is comprised of management and Union members. Members of the Committee designated as Union members shall be selected by the Union. The Union fully supports their members to actively participate on the Risk Management / Health & Safety Committee.

(4) The Employee chairperson shall cause the names of the Committee members to be posted on the Employer's bulletin board and will distribute minutes to all members and post same.

20.02 Contribution toward the purchase of protective footwear approved by the Joint Occupational Health and Safety Committee will be made to a maximum of $150.00 per calendar year by the employer on a fifty percent (50%) employer, fifty percent (50%) employee basis. Temporary employees shall be restricted to one pair of protective footwear per year which shall be authorized by the employer in advance.

ARTICLE 21 – REMUNERATION

21.01 Classification of Wages – Schedule A

As set out in Schedule "A".

21.02 Overtime

(1) Subject to subsection 12.02 and 21.02 (2), where an employee's normal hours are seven and one half (7.5) hours per day or thirty-seven or one-half (37.5) hours per week all time worked over this period shall be considered overtime. Where an employee's normal hours are eight (8) hours per day or forty (40) hours per week all time worked over this period shall be considered as overtime.

(2) In the case of an employee scheduled to work a compressed work week, all time worked over eleven (11) hours per day or eighty (80) hours per fourteen (14) days shall be considered as overtime.

(3) All overtime shall be paid for at the rate of time and one-half (1 1/2X).

(4) Any overtime worked on a Statutory Holiday shall be paid for at the rate of time and one-half (1 1/2X) for all hours worked plus straight time for the Statutory Holiday.

(5) In the event of an employee being called upon to work his days off, they shall be paid time and one-half (1 1/2X) for all hours so worked.

(6) No overtime will be paid unless prior approval was received from the employee's supervisor.

(7) No employee shall be required to take time off in lieu of overtime except where management and the employee have reached mutual agreement on the taking of lieu time off. Lieu time off shall be at the appropriate overtime rate.

(8) After eight (8) regular hours of work and four (4) hours of overtime, employees shall be entitled to a one half (1/2) hour paid break. Such paid break to be taken during the 5th hour of overtime at the discretion of the supervisor.

21.03 Call-Out

In the event that an employee is called out for work outside of regular hours of work, the employee shall receive a minimum of two (2) hours pay at overtime rates unless the employee is on Stand-By Duty.

21.04 Stand-By Duty

Any employee who is required by management for Stand-By Duty shall be paid $40.00 per day.

As a result of an employee being called out while on Stand-By Duty he shall be paid at time and one-half (1 1/2X) for all hours worked.

21.05 Temporary Assignment

(a) Senior Work

Provided he is fully qualified and able to fill the position, in the opinion of the Supervisor, an employee temporarily assigned to a senior position shall immediately receive a higher rate of pay.

(b) On-The-Job Training

Where the employer has designated an employee to work in a training position in another classification, such employee shall receive the regular wages of his previous position while he is being trained. When an employee assumes all of the duties of the higher rated position and, upon the recommendation of his supervisor, he shall receive the hourly rate of pay for the classification in which he is working.

21.06 Pay Day

The employer shall pay the employees bi-weekly for services. Pay periods may vary depending on scheduling, the nature of the work performed and as determined by the Town's Administrative Policy.

ARTICLE 22 - WARNING NOTICES AND DISCIPLINE

22.01 The Town may give an employee a written warning notice for any breach of discipline. An employee may be discharged, suspended or otherwise disciplined for just cause, and the employee shall be notified thereof in writing. Copies of all warning notices or notices of discharge, suspension or other discipline shall be provided to the Union within five (5) working days of the notice, indicating the nature of the same.

22.02 Any unjust discharge, suspension or other discipline in the opinion of the affected employee may be the subject of a grievance in accordance with the grievance procedure of this agreement. Where an employee has been dismissed, the first two steps of the grievance procedure shall be omitted and the grievance shall commence at step three.

22.03 Past warning notices and discipline imposed against an employee shall be deemed void after a period of twenty four (24) months.

22.04 Within one (1) working days notice, an employee has the right to view his personnel file in the presence of the employer.

ARTICLE 23 - GRIEVANCE PROCEDURE

23.01 A grievance is defined as any difference arising out of the interpretation, application or alleged violation of this Agreement.

23.02 The time limits specified in this grievance procedure shall not include Saturdays, Sundays and Named Holidays. Time is of the essence, although the time limits may be extended by the consent of both parties in writing.

23.03 The griever shall be present at each step of grievance procedure, and may request the aid of a union representative at Step 2 and beyond.

23.04 The purpose of the grievance provisions is to insure that any grievance is processed in an expeditious manner; therefore, compliance with the provisions of the grievance procedure is mandatory. If the employer fails to comply with the provision, the grievance may be processed to the next step by the grievor or the Union. If the grievor or the Union fails to comply with the provisions the grievance shall be considered abandoned. An abandoned grievance will not prejudice employees in any future grievance of a similar nature.

23.05 Except for Step 1, the grievance shall be in writing, and must include a statement of the following:

(1) The name(s) of the aggrieved;

(2) The nature of the grievance and the circumstances out of which it arose;

(3) The article(s) or clause(s) of the Agreement infringed upon or alleged to have been violated; and

(4) The remedy or correction the Employer is requested to make.

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

Step 1

The grievor will first seek to settle the dispute with the employee's immediate supervisor on an informal basis within ten (10) days following the date of the occurrence giving rise to the grievance. The supervisor shall have ten (10) days in which to respond to the grievance.

Step 2

Failing satisfactory settlement, and within ten (10) days after the response in Step 1 from the supervisor, the grievance shall be submitted to the Department Head or his delegate in writing.

A meeting between the parties shall take place, with the decision of the Department Head being rendered in writing within ten (10) days following the said meeting.

Step 3

Failing settlement at Step 2, and within ten (10) days after receipt of the written response from the Department head in Step 2, the grievance shall be submitted to the Chief Administrative Officer in writing. A meeting between the parties shall take place with the decision of the Chief Administrative Officer being rendered in writing within ten (10) days following said meeting.

Step 4

Failing settlement at Step 3, the grievance may be processed to Arbitration as hereinafter described.

23.07 The Union shall have the right to originate policy grievances which are not of an Individual or group nature, but which are applicable to all employees covered by the scope of this Agreement. A Union policy grievance or a discharge grievance shall comply with all the provisions of the grievance procedure, except that these types of grievances shall be initiated in writing at Step 3.

23.08 Suspension Pending Investigation

An employee instructed to leave and remain away from work while an investigation of their conduct or performance is made by the Employer, shall be paid while on suspension pending completion of the investigation process.

ARTICLE 24 - ARBITRATION

24.01 Any grievance that has been processed through all steps of the Grievance Procedure and is in accordance with the time limits specified (unless time limit changes were agreed to in writing), may be referred by either party to an Arbitration Board within ten (10) working days (not including Saturdays, Sundays

or Named Holidays) of the Step 3 decision by notifying the other party in writing of its desire to arbitrate and its appointee to the Board.

24.02 Within ten (10) working days (not including Saturdays, Sundays or Named Holidays), the party receiving the above notice shall notify the above appointee and the other party of its appointee to the Board.

24.03 The two (2) appointees so selected shall, within a period of ten (10) working days select a third person to act as Chairman, or if the appointees fail to agree on a third person to act as Chairman within ten (10) working days, the appointments shall be made by the Director of Mediation Services upon the request of either the Employer or the Union, except that with the consent of both the Employer and Union, time limits as above specified may be extended for such times as are agreed to by the Employer and the Union in writing.

24.04 The Arbitration Board shall hear and determine the difference and shall issue an Award in writing. The decision of the Board is final and binding upon the parties and upon any employee affected by it. The decision of a majority of the Board members is the Award of the Arbitration Board, but if there is not a majority the decision of the Chairman governs and it shall be deemed to be the Award of the Board.

24.05 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two parties shall bear equally the expenses of the Chairman.

24.06 The parties may mutually agree to a single arbitrator and equally share the expenses of the arbitrator. If the parties fail to agree on a selection, they shall request the Director of Mediation Services to appoint an arbitrator.

24.07 The decision of the Arbitration Board or the single arbitrator shall be final and binding on both parties and shall be handed down as expediently as possible.

24.08 The Arbitration Board or Arbitrator:

(a) Shall not have power to alter or amend any provision of the collective agreement, or to substitute any provision or to give any decision inconsistent with the terms of this Agreement;

(b) Shall have jurisdictions to determine whether the grievance presents an arbitrable issue;

(c) Is limited in its jurisdiction to dealing only with the matters specifically raised in the grievance.

24.09 Where the Board decides that an employee has been suspended or dismissed unjustly, the Arbitration Board or Arbitrator:

(a) May direct the Employer to reinstate the employee and pay to the employee a sum equal to his wage loss by reason of his suspension or dismissal, less any monies earned by the employee during his period of suspension or dismissal, or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable.

(b) May make such other directives varying the penalty as it considers fair and reasonable having due regard to the terms of the collective agreement.

ARTICLE 25 - CLASSIFICATION

25.01 The establishment and maintenance of a classification plan covering employees within the scope of this Agreement shall be the responsibility of the Town. The Town may develop classification specifications in accordance with the classification plan and shall provide specifications to the Union as they become available.

25.02 Where the Town creates a new classification which is not included in this Agreement, or where the duties of an existing classification are substantially altered so as to change the nature of the work being performed, the rate of pay shall be subject to negotiations between the Town and the Union. If the parties are unable to agree on the rate of pay for the classification in question, the dispute shall be submitted to the Grievance and Arbitration Procedure at Step 3 of the grievance procedure. The final rate of pay as agreed upon or as determined by an Arbitration Board shall be retroactive to the date of appointment to the new classification.

ARTICLE 26 - NO LOCK-OUT, NO STRIKE

26.01 During 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 lock-outs or illegal sanctions taken by the Employer against the Union or its members.

26.02 In the event that any employees of the Employer, other than those covered by this Agreement, engage in a strike, or where the employees in a labour dispute engage in a strike and maintain picket lines, the Town, where possible, shall use managerial staff to cross such picket lines, but in no event shall any union employee be entitled to be absent from work or be excused from performing the normal and usual functions of his job.

ARTICLE 27 - TERM OF AGREEMENT

27.01 This Agreement shall be in full force and effect from January 1, 2013 up to and including December 31, 2015 and shall continue from year to year thereafter unless notification of desire to amend or terminate be given by either party.

27.02 Such notice shall be given in writing by either the Union or the Employer not less than thirty (30) nor more than ninety (90) days prior to the expiry date of this Agreement. At the first meeting between the parties following notice, each party shall provide the other party particulars of all amendments it seeks.

27.03 If neither party submits notice as per clause 27.02, this Agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given within the aforementioned thirty (30) to ninety (90) days in a subsequent year.

ARTICLE 28 - GENDER – NEUTRAL LANGUAGE

28.01 Where the singular or masculine is used in this Agreement, these shall be construed as plural or feminine as the context requires.

ARTICLE 29 – NOTICE TO UNION

29.01 The President of the Union shall be notified of all hiring, layoffs, transfers, recalls and terminations of employment with ten (10) working days of their occurrences, with the exception of casual Employees.

ARTICLE 30 – NO DISCRIMINATION

30.01 The parties hereto agree not to discriminate against any employee because of membership or activity in the Union or with respect to an employee's race, marital status, religious beliefs, family status, colour, gender, ancestry, place of origin, physical or mental disability, or sexual orientation.

IN WITNESS THEREOF both parties referred to in this Collective Agreement have caused their signatures and seals to be affixed by their Representatives.

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4604

[redacted]

PRESIDENT

[redacted]

VICE PRESIDENT

[redacted]

SECRETARY

[redacted]

REPRESENTATIVE - CUPE

July 9, 2013

DATE

SIGNED ON BEHALF OF THE TOWN OF DRUMHELLER

[redacted]

MAYOR

[redacted]

CHIEF ADMINISTRATIVE OFFICER

DATE

July 9, 2013

DATE

SCHEDULE A - CLASSIFICATION OF WAGES

	2013				2014				2015			
	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4
BYLAW ENFORCEMENT												
Bylaw Enforcement 1	15.57	16.41	17.20	18.03	16.55	17.42	18.23	19.09	17.13	18.03	18.87	19.76
Bylaw Enforcement 2	16.01	16.86	17.70	18.54	17.01	17.88	18.75	19.61	17.61	18.51	19.41	20.30
Bylaw Enforcement 3	22.02	23.23	24.43	25.62	23.20	24.44	25.68	26.90	24.01	25.30	26.58	27.84
BCF AND AQUAPLEX FACILITIES												
Lifeguard or Instructor	13.58	14.30	15.05	15.77	13.99	14.73	15.50	16.24	14.48	15.25	16.04	16.81
Lifeguard/Instructor	15.81	16.67	17.52	18.36	16.28	17.17	18.05	18.91	16.85	17.77	18.68	19.57
Shift Supervisor I	19.09	20.20	21.29	22.41	19.66	20.81	21.93	23.08	20.35	21.54	22.70	23.89
Shift Supervisor II	20.63	21.74	22.84	23.96	21.25	22.39	23.53	24.68	21.99	23.17	24.35	25.54
Activity Specialist	13.58	14.30	15.05	15.77	13.99	14.73	15.50	16.24	14.48	15.25	16.04	16.81
Program Specialist	15.81	16.67	17.52	18.36	16.28	17.17	18.05	18.91	16.85	17.77	18.68	19.57
Customer Service Specialist I	18.47	19.51	20.52	21.54	19.02	20.10	21.14	22.19	19.69	20.80	21.88	22.97
Customer Service Specialist II	22.12	23.23	24.38	25.60	22.78	23.93	25.11	26.37	23.58	24.77	25.99	27.29
RCMP												
Steno/Clerk (Clerk 2)	19.38	20.42	21.42	22.45	20.48	21.55	22.58	23.64	21.20	22.30	23.37	24.47
Administrative Assistant (Admin 2)	20.44	21.50	22.59	23.66	21.57	22.66	23.78	24.88	22.32	23.45	24.61	25.75
SUPPORT STAFF												
Administrative Assistant 1	18.48	19.51	20.56	21.61	19.03	20.10	21.18	22.26	19.70	20.80	21.92	23.04
Administrative Assistant 2	18.98	20.04	21.14	22.22	19.55	20.64	21.77	22.89	20.23	21.38	22.53	23.69
Receptionist	14.02	14.84	15.64	16.45	14.44	15.29	16.11	16.94	14.95	15.83	16.67	17.53
HR/Payroll Assistant I	18.47	19.51	20.52	21.54	19.02	20.10	21.14	22.19	19.69	20.80	21.88	22.97
HR/Payroll Assistant II	22.12	23.23	24.38	25.60	22.78	23.93	25.11	26.37	23.58	24.77	25.99	27.29
Office Assistant I	18.47	19.51	20.52	21.54	19.02	20.10	21.14	22.19	19.69	20.80	21.88	22.97
Office Assistant II	22.12	23.23	24.38	25.60	22.78	23.93	25.11	26.37	23.58	24.77	25.99	27.29
Office Assistant III	23.44	24.68	25.95	27.20	24.14	25.42	26.73	28.02	24.98	26.31	27.67	29.00
Casual/Clerk Receptionist	11.22	11.82	12.44	13.07	11.56	12.17	12.81	13.46	11.96	12.60	13.26	13.93
TECHNICAL /SPECIALIST												
Program Coordinator 1	17.18	18.14	19.13	20.10	17.70	18.68	19.70	20.70	18.32	19.33	20.39	21.42
Program Coordinator 2	18.70	19.75	20.82	21.88	19.26	20.34	21.44	22.54	19.93	21.05	22.19	23.33
Technical 1***	23.44	24.68	25.95	27.20	24.14	25.42	26.73	28.02	24.98	26.31	27.67	29.00
Technical 2****	26.17	27.59	29.02	30.43	26.96	28.42	29.89	31.34	27.90	29.41	30.94	32.44

* An employee promoted, transferred or appointed to a higher classification shall start in the new classification at such an incremental level that results in an increase in pay.

** An employee shall progress between steps in the classification every six months, subject to meeting performance standards at each step.

*** Technical 1 includes the GIS Technician.

**** Technical 2 includes Risk Management Officer, Safety Codes Administrator/Development Officer and FCSS Coordinator.

LETTER OF UNDERSTANDING
BETWEEN
THE TOWN OF DRUMHELLER
(hereinafter called the "Town")
and
CUPE Local 4604
(hereinafter called the "Union")

During collective bargaining between the parties in May 2013, the issue of temporary positions at the BCF was discussed.

The Town agrees to make the positions occupied by Shift Supervisors Will Belliveau, Jesse Browning and Emily McEachern permanent positions. Further, the Town agrees to make one further position permanent and post it within 60 days of ratification.

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4604

[redacted]

PRESIDENT

[redacted]

VICE PRESIDENT

[redacted]

SECRETARY

[redacted]

REPRESENTATIVE - CUPE

July 9, 2013

DATE

SIGNED ON BEHALF OF THE TOWN OF DRUMHELLER

[redacted]

MAYOR

[redacted]

CHIEF ADMINISTRATIVE OFFICER

July 9, 2013

DATE

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INDEX

ARTICLE	TITLE	PAGE
13	Annual Vacation	8
24	Arbitration	20
25	Classification	22
6	Definitions of Employees	3
19	Employee Benefits	14
28	Gender-Neutral Language	23
23	Grievance Procedure	19
12	Hours of Work	7
4	Labour/Management Committee	2
10	Lay-Off	7
18	Leave of Absence	13
	Letter of Understanding	27
17	Long Service Benefits	12
5	Management Rights	3
3	Membership	2
14	Named Holidays	9
30	No Discrimination	24
26	No Lock-Out, No Strike	22
29	Notice to Union	23
7	Probationary Period	4
1	Purpose	1
21	Remuneration	16
	Schedule A – Classification of Wages	26
9	Seniority	6
15	Sick Leave and Long Term Disability	10
27	Term of Agreement	23
8	Transfers, Promotions and Appointments	5
2	Union	1
22	Warning Notices and Discipline	18
16	Worker's Compensation Benefits	12
20	Working Conditions	15