COLLECTIVE AGREEMENT
BETWEEN

THE TOWN OF PEACE RIVER

AND

CUPE / Canadian Union of Public Employees

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 898

January 1, 2014 – December 31, 2016

copesepb

Canadian Office &
Professional Employees
Local #491

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COLLECTIVE AGREEMENT

BETWEEN:

The Corporation of the Town of Peace River
(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

The Canadian Union of Public Employees, Local 898
(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

ARTICLE 1 RECOGNITION

1.01 The Employer recognizes the Union as the sole bargaining agent for that unit of Employees as set out in Certificate Number 392-92 issued by the Alberta Labour Relations Board.

1.02 Without restricting the generality of 1.01, this Collective Agreement shall apply only to those classifications which appear in Schedule "A" and classifications subsequently created pursuant to Article 18 (classifications).

1.03 The Employer shall have the opportunity to utilize Government job creation program personnel and shall not be subject to the provisions of this Agreement providing:

(a) the Employer notifies the Union of their intentions.

(b) such personnel shall not be permitted to work in excess of one hundred twenty (120) calendar days.

(c) no Employee in the bargaining unit shall lose any hours of work or be displaced by the implementation and/or use of any such program or personnel.

ARTICLE 2 MANAGEMENT RIGHTS AND NO DISCRIMINATION

2.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of the Employer and to direct the work force, subject to the terms of this Agreement. The question of whether any of these rights are limited by this Agreement shall be decided by the grievance and arbitration procedure.

2.02 Discrimination and Coercion

(a) The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised by the Employer with respect to any Employee by reason of age, race, creed, colour, national origin, political affiliation, gender, marital or common-law status, physical disability nor by membership or activity in the Union.

(b) The Union agrees that neither its officers nor its members, nor persons employed directly or indirectly by the Union will discriminate against, or intimidate Employees, nor will it solicit members or Union dues during working hours.

(c) When an Employee attends a meeting between the Employer and the Union dealing with Union business, the Employee shall suffer no loss of pay.

(d) No Other Agreements

No Employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or any of its officers which may conflict with the terms of this Collective Agreement.

ARTICLE 3 UNION MEMBERSHIP

3.01 Dues deducted by the Rand formula method shall be made on the payroll on behalf of all Employees covered by this Agreement. Dues shall be deducted at the end of each pay period and shall be forwarded to the Secretary-Treasurer of the Local Union or to such party as is agreed upon by the Local and the Employer not later than the fifteenth (15th) day of the month following. Dues shall be accompanied by a list containing the names of all Employees from which dues have been deducted, their date of hire, the amount of dues deducted, the regular wage rate or salary, gross regular pay period earnings, and the classification of each Employee. In the event that dues are forwarded to a party other than the Local Secretary-Treasurer, the Employer shall forward two (2) copies of the list, one to the Local Secretary-Treasurer and one with the dues cheque.

3.02 The Union and the Employer acknowledge that deduction of Union dues by the Rand formula method does not constitute membership in the Union. Membership in the Union shall be voluntary.

3.03 The Union shall advise the Employer in writing of any change in the amount of Union dues to be deducted from the Employees covered by this Collective Agreement at least thirty (30) days prior to the effective date of the change.

3.04 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit if such work causes any Employee in the bargaining unit to lose his employment.

ARTICLE 4 GENERAL HOLIDAYS

4.01 The Employer recognizes the following as paid General Holidays:

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

*(on day declared by the Municipal Government)

and any other day proclaimed as a General Holiday by the Provincial, or the Municipal Government.

In the event the Municipal Government does not declare a civic holiday then the Employee shall be entitled to a one (1) day holiday during the month of August.

4.02 If an Employee is required to work during his regular hours on a General Holiday, he shall be paid time and one half (1 ½) the regular rate of pay for each hour worked in addition to his regular General Holiday pay.

4.03 (a) When a permanent full-time, permanent part-time, temporary or seasonal Employee is not required to work on a General Holiday, that falls on the Employee's regular work schedule, he will receive his regular remuneration for that day, provided that he has been at work for a normal working day immediately preceding and following the General Holiday, unless it is coincidental with annual vacation, or sick leave covered by the Certificate of a duly qualified Medical Practitioner that such Employee was unable to carry out his duties due to illness or other prior arrangement with the Employer.

(b) When a General Holiday falls on a day that a permanent full-time or permanent part-time Employee is not scheduled to work, the Employee shall be granted another day off without loss of pay, during the next thirty (30) calendar days. Permanent part-time Employees shall be compensated on a pro-rated basis.

(c) An Employee is eligible for General Holiday pay if the Employee has worked for thirty (30) days or more in twelve (12) months preceding the General Holiday.

4.04 Employees shall not be eligible to receive pay for the above named holidays under the following conditions:

(a) When the Employee is receiving wage replacement benefits from Workers' Compensation.

(b) When the Employee is receiving wage replacement benefits from Long Term Disability.

(c) When the holiday falls within an approved leave of absence.

ARTICLE 5 VACATIONS – applicable to any hires after January 1, 2003

5.01 Employees will be entitled to vacation as follows:

Number of years on the Employees' Anniversary Date	Number of Working Days Annual Vacation Accrual
1 – 7 years	15 working days per year
8 – 14 years	20 working days per year
15 – 25 years	25 working days per year
26+ years	30 working days per year

5.02 Should one (1) of the General Holidays mentioned in Section 4.01 fall during the annual vacation of an Employee, the Employee shall be paid General Holiday pay for that day.

5.03 Employees should be entitled to take their vacation whenever they desire, subject to the Employer's requirements.

5.04 Employees shall indicate on the vacation schedule their preferred periods of annual vacation no later than March 31. The vacation schedule may be amended by mutual consent of the Employer and Employee at least one (1) month prior to the proposed vacation date.

5.05 An Employee upon being entitled to fifteen (15) or more days of annual vacation shall take at least ten (10) consecutive days of annual vacation in one (1) period.

5.06 An Employee upon being entitled to fifteen (15) or more days of annual vacation shall be entitled to bank no more than ten (10) days of annual vacation. This banking is not to be cumulative. This limit may be exceeded in extenuating circumstances with prior approval of the Employer.

5.07 Permanent part-time Employees will accrue vacation on a pro-rated basis.

5.08 Temporary, seasonal and Casual Employees will be paid vacation pay in accordance with the Alberta Employment Standards Code.

ARTICLE 6 HOURS OF WORK

6.01 The normal hours of work for permanent and seasonal Employees (except Water and Wastewater Employees as per Article 6.10) shall be any nine (9) consecutive hours between 6:00 a.m. and 5:00 p.m. with one (1) hour off for lunch. The normal work week shall be forty (40) hours per week which is any five (5) consecutive days Monday to Saturday.

6.02 The normal hours of work for shift workers shall be any nine (9) consecutive hours between 6:00 a.m. and 1:00 a.m. with one (1) hour off for lunch. The normal work week shall be forty (40) hours per week, which is any five (5) consecutive days Monday through Sunday.

6.03 Normal hours for permanent part-time shall be the same as above but less than forty (40) hours over a weekly schedule.

It is not the intention of this clause to replace permanent full-time positions with permanent part-time positions.

6.04 Permanent full-time, permanent part-time and seasonal Employees whose regular shift schedule requires that they work Saturday and Sunday shall receive an additional ten percent (10%) weekend premium for those hours worked. The weekend premium shall not apply to those hours worked at overtime rates.

6.05 The hours and days of work for each such Employee shall be posted at least two (2) weeks in advance, excepting Pool Employees whose schedule must be posted at least one (1) week in advance. Pool Employees must be notified by telephone or in person in the event of changes to the posted schedule.

6.06 Permanent full-time, permanent part-time and seasonal Employees whose scheduled hours of work fall between 5:00 p.m. and 6:00 a.m., shall receive a shift differential of seventy-five cents (75¢) per hour for all such hours of work. The shift differential shall not apply to hours worked at overtime rates.

6.07 Permanent full-time, permanent part-time and seasonal Employees on stand-by will receive one (1) hour of their regular pay for each five (5) hours on stand-by. A call out on stand-by will be paid at a minimum of three (3) hours at overtime rates. If the Employee receives subsequent call outs during the initial three (3) hour call period, no further call out pay will be paid until the first three (3) hour call out has expired. Public Works, Utilities, and Maintenance Employees shall have the use of a Town vehicle during their stand-by shift for responding to call outs. Stand-by pay shall not be paid during the lunch hour.

6.08 All Employees shall be at their place of duty at the time scheduled for commencement of work.

6.09 Where hours of work continue beyond 12 midnight of any day, the rate of pay immediately following midnight shall be the same rate it would be if the continued shift had not passed midnight.

6.10 Hours of Work for Water/Wastewater

(a) The normal hours of work for permanent full-time and permanent part-time Employees shall be ten (10) consecutive hours between 6:00 a.m. and 6:00 p.m. with one (1) hour off for lunch. The lunch hour shall not be taken at the beginning or the end of a shift to reduce the length of the work day.

(b) The shift schedule shall be eighty (80) hours over a fourteen (14) day cycle. The schedule shall be a nine (9) day shift followed by five (5) days off. The ninth day of this shift shall be a nine (9) hour day, with a one (1) hour unpaid lunch. The lunch hour will not be taken at the beginning or the end of a shift to reduce the length of the work day.

(c) Normal hours for permanent part-time shall be the same as above but less than eighty (80) hours over a fourteen (14) day schedule.

It is not the intention of this clause to replace permanent full-time positions with permanent part-time positions.

6.11 Water/Wastewater Standby

Permanent full-time, permanent part-time, and seasonal Employees on stand-by will receive one (1) hour of their regular pay for each five (5) hours on stand-by. A call out on stand-by will be paid at a minimum of three (3) hours at overtime rates. If the Employee receives subsequent call outs during the initial three (3) hour call period, no further call out pay will be paid until the first three (3) hour call out has expired. Employees shall have the use of a Town vehicle during their stand-by shift for responding to call-outs.

If a call-out is received during the Employee's lunch break, the Employee will adjust their lunch hour accordingly. Employees will endeavour to complete their lunch break before the end of the work day.

6.12 Hours of Work for Temporary and Casual Employees

a) Temporary and Casual Employees shall work regular hours of work as per a schedule posted at least two (2) weeks in advance (except for pool employees as per Article 6.05) and shall work not more than forty (40) hours per week averaged over the schedule cycle.

b) Temporary and Casual Employees shall not qualify for stand-by premium.

c) Temporary and Casual Employees shall not qualify for shift differential.

d) Temporary and Casual Employees shall not qualify for weekend premium.

6.13 In the event of unforeseen or emergency situations, the Employer reserves the right to require that an Employee change from one shift to another within twenty-four (24) hours notice with a minimum eight (8) hour rest period.

ARTICLE 7 OVERTIME

7.01 Overtime is all hours worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater to the benefit of the Employee. Such overtime must be authorized by the Director/Manager.

7.02 Overtime shall be paid at the rate of time and one half (1½).

7.03 Time off for overtime worked shall be permitted where mutually agreed to by both parties, on an hour off for an hour worked basis. The decision for time in lieu or pay for the time worked must be within the pay period of overtime worked. Agreed upon time in lieu will be scheduled and taken within one hundred and twenty (120) days of accrual.

7.04 Overtime for Water/Wastewater Employees is all hours worked in excess of nine (9) hours per day for the first eight (8) days of the shift schedule, and eight (8) hours per day on the last day of the shift schedule or eighty (80) hours over a fourteen (14) day cycle.

ARTICLE 8 SENIORITY

8.01 Seniority shall be defined as the length of continuous service in the bargaining unit in the case of permanent Employees, or the length of accumulated service in the case of seasonal Employees and calculated from the Employee's last date of hire. Seasonal layoff is considered continuous employment.

8.02 A record will be kept on the hours worked by a Casual Employee and in the event that such person is accepted for full-time or part-time employment, he/she shall be credited with seniority equivalent to the hours worked within the two (2) years prior to acceptance for full-time or part-time employment.

8.03 Both in promotions and reductions, as well as in transfers, seniority and ability shall be considered. The Employer shall make the final decision. The Employee may grieve the decision.

8.04 In making promotions in any department, consideration shall be given to permanent staff first and then to permanent part-time staff who have the necessary experience, training and ability to qualify for the position.

8.05 Loss of Seniority

No Employee shall lose seniority because of absence from work due to sickness, accident, layoff, or approved leave of absence.

An Employee shall only lose seniority in the event:

(a) the Employee is discharged for just cause and is not reinstated;

(b) the Employee resigns in writing;

(c) the Employee is absent from work in excess of three (3) working days without sufficient cause and without notifying his/her non union supervisor unless such notice was not reasonably possible;

(d) the Employee failed to return to work within ten (10) calendar days following a layoff, after being notified by regular mail to do so, unless through sickness the Employee is unable to report. If the Employee is unable to report due to sickness, a Medical Certificate from a duly qualified Medical Practitioner shall be required upon return to work. The cost of the Medical Certificate shall be reimbursed to the Employee upon the production of a receipt.

It shall be the responsibility of the Employee to keep the Employer informed of his current address.

(e) the Employee is laid off for a period exceeding twelve (12) consecutive months.

(f) Seniority will not accrue during:

(1) periods of layoff
(2) strikes or lock-outs
(3) unpaid leaves of absence

ARTICLE 9 LAYOFFS AND RECALL

9.01 A layoff shall be defined as a separation from a permanent or seasonal position due to lack of work or resources.

9.02 Permanent Employees

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a layoff, permanent Employees shall be laid off in the reverse order of their bargaining unit wide seniority provided that the remaining Employees have the qualifications to fill the positions available.

Employees shall be recalled in the order of their seniority provided they have the required qualifications to fill the positions available.

No new Employees shall be hired until those laid off with the required qualification have been given an opportunity of recall.

The Employee's responsibility shall be to inform the Employer of his current address.

Recall rights shall be discontinued twelve (12) months following the effective date of layoff.

9.03 Seasonal Employees

Seasonal Employees shall be laid off and recalled according to seniority upon completion of eighteen (18) months service as the need arises provided they have the qualifications and ability to perform the work available as determined by the Employer.

No new Employees shall be hired until those laid off with the required qualification have been given an opportunity of recall.

The Employee's responsibility shall be to inform the Employer of his current address.

Recall rights shall be discontinued twelve (12) months following the effective date of layoff.

9.04 Job Postings

When the Employer deems it necessary to fill a vacant position or when a new position is required, the Employer shall post notice of the position on Employee bulletin boards.

Where the conditions of the service indicate that the position is required to be filled immediately, a temporary appointment may be made while the position is being posted and until a qualified applicant is appointed to the position. The Union shall be advised of such temporary appointments.

If no qualified applicant is forthcoming at the expiration of the five (5) working days, the Employer shall be free to fill the vacancy from any other source considered necessary.

9.05 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

9.06 All promotional and employment opportunities shall be posted for a minimum of five (5) working days in order that all Employees may have the opportunity to apply.

ARTICLE 10 LEAVE OF ABSENCE WITHOUT PAY

10.01 Any Employee desiring leave of absence must apply for same to the CAO in writing. Should this application be refused, the Employee shall have the right to appeal through the grievance process.

10.02 When it is necessary for an Employee to make application for leave of absence to perform duties of any such office in his Local Union or the parent Union, such request shall have priority over all other applications. The application must be made in writing through the Union to the head of the department and if at all possible to grant the request, the Employee may appeal the decision through the grievance process. Where such leave is granted the Employer will continue to pay the Employees for the periods of absence. The Employer will submit an account to the Union and the Union shall reimburse the Employer for all pay and benefits incurred due to the leave.

10.03 During the absence of any Employee, if approved by the Employer, the Employee on leave of absence shall retain seniority rights in this department.

10.04 When an Employee has been granted leave of absence, the Employee will be required to pay, each month in advance, the full premiums for the medical plan, and any other plans which the Employee belongs to. This payment shall be based on his current annual gross earnings immediately preceding the date of such leave of absence.

10.05 When an Employee overstays his leave of absence without permission of the Employer, he shall automatically forfeit his position with the Employer, unless in the opinion of the CAO, such overstay is justifiable.

ARTICLE 11 BEREAVEMENT LEAVE

11.01 Employees having completed one (1) year's service with the Employer shall be entitled to bereavement leave up to a maximum leave of five (5) days with pay on the death of an immediate relative as follows: Son, Daughter, Current Spouse (including Common-law), Mother, Father, Sister, Brother, Parent of current Spouse, Son-in-law, Daughter-in-law, Grandparent, Grandchild, Sister-in-law and Brother-in-law, Step Family, Grandparent of Spouse, or Legal Guardian.

An extension to the bereavement leave period may be considered at the Employer's discretion upon request by the Employee so affected.

ARTICLE 12 SICK LEAVE

12.01 Permanent full-time and seasonal Employees accrue one and one half (1 ½) working days sick leave per month with pay. Any portion of the unused sick leave shall be accumulated to a maximum of one hundred and twenty (120) working days.

Accumulated sick leave shall not be paid out on termination of employment by the Employer or the Employee.

Part-time Employees will accrue sick leave on a pro-rated basis.

12.02 Salary continuation benefits will not be paid by the Employer when an Employee is receiving:

(a) pay for a paid holiday named in Article 4;

(b) wage replacement benefits from Workers' Compensation;

(c) during approved leaves of absence;

(d) wage replacement benefits from Long Term Disability.

12.03 Any abuse of sick leave shall justify dismissal.

12.04 In January of each year the Employer will notify each Employee of the amount of unused sick leave accumulated.

12.05 Employees shall notify their supervisor that they will not be able to report to work due to illness or injury within the first thirty (30) minutes of commencement of their scheduled shift unless they have a valid reason they were unable to report.

12.06 New Employees may be required, as a condition of employment, to have a medical examination by a medical doctor designated by the Employer. The cost of such medical shall be borne by the Employer.

12.07 Employees who may be required to have a periodic medical as required or recommended by Alberta Environment may choose the doctor of their choice. The cost of such medical shall be borne by the Employer.

12.08 The Employer may request an Employee to produce a medical certificate, of a duly qualified Medical Practitioner, that such Employee was unable to carry out his duties due to illness prior to his/her return to work, however, in all cases a medical certificate will be required for absences of (3) or more consecutive days. The cost of the medical certificate shall be reimbursed by the Employer upon the production of a receipt.

12.09 Employees shall be able to access up to five (5) days per calendar year from their available sick leave to take care of ill immediate family members or to accompany them to out of town medical appointments.

ARTICLE 13 EMPLOYEE BENEFITS

13.01 Employee Benefits will be based on a reimbursable plan. Any direct billing plan will be paid one hundred percent (100%) by the Employees.

a) The Employer will pay seventy-five percent (75%) of the cost of the premium required for:

(i) an Extended Health Care Plan
(ii) the Alberta Health Care Insurance Plan
(iii) an approved Group Dental Plan
(iv) Accidental Death and Dismemberment
(v) Dependent Life Insurance

The other twenty-five percent (25%) of the cost of the premiums will be paid by the Employee by deducting from his wages.

b) The Employee will pay one hundred percent (100%) of the cost of the premium for a Group Long Term Disability Plan, by deducting from his wages.

c) The Employer will pay one hundred percent (100%) of the cost of the premium for a Group Life Insurance.

d) Every eligible Employee shall participate in the Local Authorities Pension Plan.

e) All Employees shall be permitted a fifteen (15) minute rest period at the point of work carried out during each half of the work shift.

f) While an Employee is on Worker's Compensation, the Employer will pay the full amount of the Alberta Health Care Insurance Plan premium, Extended Health Care Plan premium, the Dental Care Plan premium, Long Term Disability Insurance premiums, Accidental Death and Dismemberment premiums, Dependent Life Insurance premiums and the Group Life Insurance Plan premium.

Upon return to work, the Employer will deduct from the Employee that portion of the above premiums that would otherwise have been the Employee's responsibility and which have been paid by the Employer. The Employer is willing to enter into discussion regarding the possibility of an individual repayment plan.

ARTICLE 14 WAGES AND PAY DAYS

14.01 Payroll is a bi-weekly cycle, time cards are due every Monday and payment shall be made every second Friday unless such days fall on a bank holiday, in which case payment shall be made by the previous working day with a full and complete breakdown of deductions.

14.02 Salaries and wages shall be paid in accordance with Schedule "A" attached hereto and forming part of this Agreement.

14.03 When an Employee is designated by the Employer in writing to relieve a supervisory position, the Employee shall receive an additional one dollar ($1.00) per hour Acting Pay.

The Employee will be expected to take on the operational requirements of the supervisory position but not to make managerial decisions.

ARTICLE 15 GRIEVANCE PROCEDURE

15.01 A grievance is a difference concerning the interpretation, application, operation or alleged violation of this Agreement.

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

Step 1
If the Union considers the grievance to be justified, it will first seek to settle the dispute with the Employee's Supervisor within fifteen (15) working days of the date that the Grievor(s) became aware of, or reasonably should have become aware of, the alleged grievance.

Step 2
Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the Union will submit to the Department Head a written statement of the particulars of the grievance and redress sought. The Department Head shall render his decision within five (5) working days after receipt of such notice.

Step 3
Failing settlement being reached in Step 2, the Union may submit the written grievance to the Chief Administrative Officer within ten (10) working days of receipt of such decision. The CAO shall hold a hearing within five (5) working days of the day the grievance was received and a written decision on the grievance shall be issued within ten (10) working days of the hearing.

Step 4
Failing settlement being reached in Step 3, the Union may submit the written grievance to the Peace River Town Council within ten (10) working days of receipt of such decision. Council shall render its decision within five (5) working days after the next Peace River Town Council Meeting.

Step 5
Failing settlement at Step 4, the parties shall make a final determination within ten (10) working days of receipt of Council's decision, regarding the implementation of "Grievance Mediation". Should the dispute go to grievance mediation the parties shall share, on an equal basis, any costs charged by the Mediator.

Grievance Mediation, and the selection of a Mediator, shall be entered into by mutual consent in writing. Unless mutually agreed otherwise in writing, the results of such mediation are not binding.

Step 6
Failing settlement of the grievance at Step 5, the Union may refer the dispute to arbitration pursuant to the Alberta Labour Code within fifteen (15) working days of the conclusion of mediation.

15.03 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, Steps 1 and 2 of this Article may be by-passed by mutual consent.

15.04 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

ARTICLE 16 DISCIPLINE AND DISMISSALS

16.01 No Employee shall be disciplined or discharged without just cause.

16.02 All permanent Employees shall be required to give two (2) weeks written notice of termination of employment to the Employer.

16.03 Warnings

Whenever the Employer or any of its authorized officers deems it necessary to censure an Employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such Employee fails to bring his work up to a required standard by a given date the Employer shall, within five (5) working days thereafter, give written particulars of such censure to the Employee involved, with a copy to the Secretary of the Union. The Employer shall inform the Employee if a scheduled meeting is to deal with the above censorship. The Employee may have the Shop Steward or other Union representation present at meetings dealing with censure for the above.

The Employer reserves rights of management in dealing with matters of an immediate danger of injury or material loss.

16.04 An Employee shall have the right to have access to and review with the Employer, any information that may exist in his personnel file.

ARTICLE 17 EMPLOYEE DEFINITIONS

17.01 Permanent Full-time Employee shall mean an Employee who has successfully completed the probationary period and has been appointed to a permanent position.

Permanent Part-time Employee shall mean an Employee who has successfully completed the required probationary period and is hired to work a regularly scheduled shift but whose hours of work are less than the hours established for full-time Employees in the same classification or work area.

17.02 Seasonal Employee shall mean an Employee who is hired to perform work for a predetermined period of time or a predetermined task not exceeding twelve (12) months. Unless otherwise stipulated in this agreement, seasonal Employees shall work according to the terms of the Employment Standards Code.

17.03 Temporary Employee shall mean an Employee who is hired to perform a predetermined task or work for a predetermined time which shall not exceed six (6) months. Unless otherwise stipulated in this Agreement, Temporary Employees shall work according to the terms of the applicable Employment Standards Code.

17.04 Casual Employee shall mean an Employee who is hired to work on a consensual call-in basis with no regularly scheduled hours. Unless otherwise stipulated in this Agreement, Casual Employees shall work according to the terms of the applicable Employment Standards Code.

17.05 Probationary Employee shall mean an Employee who is filling a position and is serving a required probationary period. A probationary Employee shall not be entitled to seniority and may be dismissed at any time if the Employer considers it advisable to do so. A probationary Employee shall not have recourse to the grievance or arbitration procedures. Upon completion of the probationary period seniority shall be calculated from the date of hire.

17.06 Probationary Period - The normal probationary period for new Employees shall be six (6) months.

17.07 A transfer means a lateral move to a different position at the same rate of pay. A promotion means an advancement to a higher paid position and similarly a demotion means a move to a lower paid position.

ARTICLE 18 CLASSIFICATIONS

18.01 In the event of a new position(s) or new classification(s) being created, the Employer shall make a written request to the Union to include the new position(s) or classification(s) in Schedule "A".

A committee comprised of three (3) Management representatives and three (3) Union representatives shall meet to negotiate wages for the new position(s) or classification(s). Upon agreement at the committee level, the new position(s) or classifications shall be subject to ratification by the Employer and the Local Union membership.

18.02 Upon ratification by the Union and the Employer, of any new position(s) or classification(s), new copies of Schedule "A" shall be drafted to include the new position(s) or classification(s). Copies of the new Schedule "A" shall be distributed to all Employees within the Bargaining Unit along with the next payroll.

18.03 In the event the Employer and the Union are unable to agree to wages for a new position(s) or a classification(s) the matter shall become subject of the grievance and arbitration procedure.

18.04 In the event the Employer and the Union cannot agree whether a new position(s) or a classification(s) is within the jurisdiction of Labour Relations Board Certificate No. 392-92 the matter shall be referred to the Labour Relations Board for determination.

ARTICLE 19 TRAINING

The Employer shall pay the cost of an academic or technical course required by the Employer. An Employee may apply for costs or cost sharing for other courses.

ARTICLE 20 SAFETY FOOTWEAR ALLOWANCE

A permanent full time Employee is entitled to a safety footwear allowance of one hundred and fifty dollars ($150.00) per calendar year upon submission of receipt for such expenses. This amount may be accumulated for a two (2) year period.

ARTICLE 21 AQUATIC SWIMWEAR ALLOWANCE

The Town of Peace River will provide Pool Employees fifty dollars ($50.00) for every two hundred (200) hours worked to a maximum of three hundred dollars ($300.00) per calendar year for bathing suits, shorts and appropriate footwear. This shall be accessed through the production of a receipt dated in the calendar year within which the hours were worked.

ARTICLE 22 TERMS OF AGREEMENT

This Agreement shall be effective January 1, 2014 and remain in full force and effect until December 31, 2016 and from year to year thereafter unless either party gives notice to the other party in writing to commence collective bargaining not more than one hundred and twenty (120) days and not less than sixty (60) days prior to the expiry date of the Collective Agreement in any subsequent year.

For the Union

[redacted]

Date

For the Employer

[redacted]

Date

Appendix 'A' Wages

January 1, 2014 - December 31, 2016

Classification	2014	2015	2016
		3.5%	3.5%
Labourer I	$15.15	$15.68	$16.23
Labourer II	$20.31	$21.02	$21.75
Labourer III	$24.49	$25.35	$26.23
Machine Operator I	$25.92	$26.82	$27.76
Machine Operator II	$27.01	$27.95	$28.93
Machine Operator III	$29.24	$30.26	$31.32
Machine Operator III Lead	$34.07	$35.26	$36.50
Utilities Meterman (1st Year)	$24.49	$25.35	$26.23
Utilities Meterman	$26.62	$27.55	$28.52
W/WW Treatment Operator (Trainee)	$20.97	$21.70	$22.46
W/WW Treatment Operator (Trainee II)	$25.76	$26.66	$27.60
W/WW TP Operator I	$25.96	$26.87	$27.81
W/WW TP Operator II	$27.45	$28.41	$29.40
W/WW TP Operator III	$30.00	$31.05	$32.14
W/WW TP Operator IV	$33.00	$34.15	$35.35
W/WW TP Operator V	$35.22	$36.46	$37.73
Facilities Maintenance Worker I	$21.38	$22.13	$22.90
Facilities Maintenance Worker II	$24.67	$25.53	$26.43
Facilities Maintenance Worker III	$25.77	$26.67	$27.61
Facilities Maintenance Worker IV	$28.01	$28.99	$30.01
Lifeguard	$16.29	$16.86	$17.45
Lifeguard/Instructor L1	$16.55	$17.13	$17.73
Lifeguard/Instructor L2	$17.86	$18.49	$19.14
Lifeguard 3 (modified)	$18.24	$18.87	$19.54
Lifeguard/Instructor L3	$22.68	$23.48	$24.30
Lifeguard/Instructor L4	$24.03	$24.87	$25.74
Aquatic Coordinator L4	$27.27	$28.22	$29.21
Pool Receptionist	$16.29	$16.86	$17.45
Pool Administrative Assistant	$22.55	$23.34	$24.16

LETTER OF UNDERSTANDING #1

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 898

and

THE TOWN OF PEACE RIVER

RE: VACATION ENTITLEMENT

Pursuant to Article 5, the following shall apply to all permanent full-time and permanent part-time Employees hired prior to January 1, 2003.

For the purposes of clarity, the conditions outlined in this "Letter of Understanding #1" shall apply to the following Employees until they leave employment or retire from the Town of Peace River.

EMPLOYEE ID #	DATE OF HIRE
266	March 1, 1993
474	April 2, 2001
7	September 2, 1969
STA	August 1, 2002

Article 5 Vacations

5.01 All Employees, employed for less than one (1) year by the Employer shall be entitled to vacation pay allowance in accordance with the Alberta Employment Standards Code.

5.02 All Employees with one (1) year continuous service, but less than two (2) years, shall be given fifteen (15) consecutive working days annual vacation.

5.03 All Employees with two (2) years continuous service, but less than ten (10) years, shall be given twenty (20) working days annual vacation.

5.04 All Employees with ten (10) years continuous service, but less than twenty (20) years shall be given twenty-five (25) working days annual vacation.

5.05 All Employees with twenty (20) years continuous service, but less than thirty (30) years shall be given thirty (30) working days annual vacation.

5.06 All Employees with thirty (30) years continuous service or more shall be given thirty-five (35) working days annual vacation each year.

5.07 Should one (1) of the General Holidays mentioned in Section 4.01 fall during the annual vacation of an Employee, the Employee shall be paid General Holiday pay for that day.

5.08 Employees should be entitled to take their vacation whenever they desire, subject to the Employer's requirements.

5.09 Employees shall indicate on the vacation schedule their preferred periods of annual vacation no later than March 31. The vacation schedule may be amended by mutual consent of the Employer and Employee at least one (1) month prior to the proposed vacation date.

5.10 An Employee upon being entitled to fifteen (15) or more days of annual vacation shall take at least ten (10) consecutive days of annual vacation in one (1) period.

5.11 An Employee upon being entitled to fifteen (15) or more days of annual vacation shall be entitled to bank up to a maximum of fifteen (15) days of annual vacation.

5.12 An Employee with a minimum of three (3) weeks vacation who elects to take three (3) consecutive weeks of vacation during the period of November 1st to March 31st shall be allowed one (1) extra week to be taken at the same time.

5.13 Permanent part-time Employees will accrue vacation on a pro-rated basis.

For the Union

[redacted]

August 20, 2014
Date

For the Employer

[redacted]

August 20, 2014
Date

LETTER OF UNDERSTANDING # 2

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 898

and

THE TOWN OF PEACE RIVER

RE: EMPLOYEE ACCESS TO RECREATIONAL FACILITIES AND WELLNESS INCENTIVE

The Town of Peace River in agreement with the Canadian Union of Public Employees, Local 898 have agreed to provide the Union Employee and its family members (as per the definition below) free access to Town of Peace River Recreation Facilities during public access times. (Such as public swims, public shinny).

"Family members shall mean the Employee's spouse, including common law and all children under the age of 18; or the parent/legal guardian of an employee (under the age of 18) living within the household."

Should access to the Peace Country Sports Club, or alternate fitness centre, be revoked, the Employer will reimburse the Employee up to four hundred dollars ($400.00) per calendar year for membership in a fitness club.

For the Union [redacted]

August 20 2014
Date

For the Employer [redacted]

August 20 2014
Date

LETTER OF UNDERSTANDING #3

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 898

and

THE TOWN OF PEACE RIVER

RE: STAND-BY

CUPE 898 and the Town of Peace River agree that Article 6 - Hours of Work does not specify how Employees are assigned stand-by.

To provide for adequate coverage for stand-by within the Public Works Department, the following applies effective April 4, 2014:

6.06.01 For each rotation for stand-by coverage, Public Works Employees deemed qualified will be required to take stand-by as assigned by the Superintendent of Public Works. Stand-by coverage is for the duration of (1) one week.

6.06.02 Employees assigned stand-by duties can exchange or trade shifts, subject to the management right of the Town of Peace River to appoint employees, without having regard to seniority, to cover stand-by if all the weeks are not covered.

6.06.03 The Superintendent of Public Works must approve any changes to the rotation in writing before the change is effective.

For the Union

[redacted]

August 20 2014
Date

For the Employer

[redacted]

August 20 2014
Date

LETTER OF UNDERSTANDING #4

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 898

and

THE TOWN OF PEACE RIVER

RE: EMPLOYEE #118 START DATE FOR THE PURPOSES OF VACATION ACCRUAL

For the purposes of vacation accrual, Employee #118's start date will be recognized as June 1, 1991.

Vacation will be accrued as per Article 5 Vacation.

For the Union

[redacted]

August 20 2014
Date

For the Employer

[redacted]

August 20 2014
Date

LETTER OF UNDERSTANDING # 5

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 898

and

THE TOWN OF PEACE RIVER

RE: EMPLOYEE #STA VACATION

The Town of Peace River and Canadian Union of Public Employees, Local 898 agree that, in the event employee #STA requests vacation pursuant to LoU #2, clause 5.12, and the request cannot be accommodated by the Town for the timeframe identified in clause 5.12, said employee shall be entitled to one (1) additional week of vacation if a minimum of three (3) consecutive weeks vacation are taken during the period May 1 to August 31. If the request is not first made pursuant to LoU #2 as stated above, then the additional week would not be permitted.

For the Union

[redacted]

August 20 2014

Date

For the Employer

[redacted]

August 20 2014

Date

LETTER OF UNDERSTANDING #6

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 898

and

THE TOWN OF PEACE RIVER

RE: W/WWT TRAINEE & TRAINEE 2 NEW HIRE WORK SCHEDULE

The Town of Peace River in agreement with the Canadian Union of Public Employees, Local 898 have agreed that all new hires in the Water/Wastewater Treatment Operator Trainee and Water/Wastewater Treatment Operator Trainee 2 positions will work Monday – Friday, 8:00 a.m. – 5:00 p.m., for a maximum of their first six (6) months of employment. After that, the Employee will work the regular schedule for Water/Wastewater department as defined in the Collective Agreement.

For the Union

[redacted]

August 20 2014
Date

For the Employer

[redacted]

August 20 2014
Date

LETTER OF UNDERSTANDING #7

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 898

and

THE TOWN OF PEACE RIVER

RE: TEMPORARY POSITION FACILITIES MAINTENANCE 1

CUPE Local 898 and the Town of Peace River agree to extend the temporary position to a length of up to sixteen (16) months to fill the vacancy created by Sharon Neff's approved Leave of Absence.

This Letter of Understanding will stay in effect from April 22, 2014 to July 31, 2015 or, until the lesser of, Sharon Neff returns from Leave of Absence or until Sharon Neff resigns her position.

For the Union

[redacted]

August 20 2014
Date

For the Employer

[redacted]

August 20 2014
Date

LETTER OF UNDERSTANDING #8

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 898

and

THE TOWN OF PEACE RIVER

RE: EMPLOYEE #266 VACATION

The Town of Peace River and Canadian Union of Public Employees, Local 898 agree that because the Employer is unable to accommodate the Employee's vacation request pursuant to LOU #2, Article 5.12, Employee # 266 shall be entitled to one (1) additional week vacation when the Employee takes their annual vacation leave during the periods of November 18, 2014–December 24, 2014 and January 13, 2015–February 18, 2015.

This agreement shall stay in effect until February 18, 2015.

For the Union

[redacted]

August 20 2014
Date

For the Employer

[redacted]

August 20 2014
Date

ew/cope#491

LETTER OF UNDERSTANDING # 9

Between

THE CANADIAN UNION OF PUBLIC EMPPLOYEES

And

THE TOWN OF PEACE RIVER

RE: INSTRUCTOR POSITION

CUPE Local 898 and the Town of Peace River agree that the following position will be including in the bargaining unit and will be compensated as follows:

Position:	Instructor	
Wage:	2015	$16.86
	2016	$17.45

This position will be included in the wage schedule during the next round of bargaining.

For the Union

[redacted]

June 30/2015

Date

For the Employer

[redacted]

June 30, 2015

Date

LETTER OF UNDERSTANDING 10

Between

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 898

And

TOWN OF PEACE RIVER

RE: EMPLOYEE # 474 TRANSFER OF POSITION

The Town of Peace River and Canadian Union of Public Employees, Local 898 agree that:

1. the position occupied by the Employee shall be transferred to the Community Services Department without posting or other requirements;
2. the position shall remain in the Community Services Department until the Employee no longer holds the position, at which time it shall revert to the Public Works Department, with the consent of the Union;
3. this Letter of Understanding shall remain in effect until the Employee no longer holds the position.

For the Union	For the Employer
[redacted]	
JUNE 10, 2015	June 11, 2015
Date:	Date: