

# COLLECTIVE AGREEMENT

BETWEEN

**CUPE** / *Canadian Union  
of Public Employees*  
**LOCAL 3023**

AND



**Claresholm**  
Where **Community** Takes Root  
**TOWN OF CLARESHOLM**

JANUARY 1, 2023 TO DECEMBER 31, 2026

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## **ARTICLE 1 - PURPOSE OF THE AGREEMENT**

- 1.01 The purpose of this Agreement is to stipulate the wages and/or conditions of those employees whose bargaining rights are held by Local 3023 of the Canadian Union of Public Employees in accordance with the provisions of the *Alberta Labour Relations Code*.

## **ARTICLE 2 - UNION RECOGNITION**

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3023 as the sole and exclusive collective bargaining agent for all its employees and hereby agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties aiming towards a peaceful and amicable settlement of all differences that may arise between them. Recognition is given to the Labour Relations Board Certificate #178-92 or amendments thereto.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 Management reserves any right not specifically restricted by provisions of this Agreement. Such rights will always be exercised in a fair and consistent manner to all employees.

## **ARTICLE 4 – NO DISCRIMINATION**

- 4.01 The Union and the Employer recognize the right of Employees to work in an environment free from harassment, violence, or discrimination. Therefore, the Union and the Employer agree to cooperate in resolving any complaints of harassment, violence, or discrimination which may arise in the workplace.

The Employer shall maintain policies addressing harassment, violence, and discrimination as per the *Alberta Occupational Health and Safety Act* as at June 11, 2018.

- 4.02 An Employee may initiate a grievance under this clause at Step 3 of the Grievance Procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.
- 4.03 The Employer and its employees agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, ancestry, place of origin, political or religious beliefs or affiliation, sex, gender, gender identity, gender expression, age, physical disability, mental disability, marital status, or place of residence, family status, source of income, and sexual orientation, nor by reason of their membership in a Labour Union, or any other protected grounds in accordance with the *Alberta Human Rights Act*, and the employees shall, at all times and in like manner, act in good faith toward the Employer.

## **ARTICLE 5 - UNION ACTIVITY**

### **5.01 Union Meetings**

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union. Such request shall be submitted fourteen days (14) days prior to the date the meeting is to commence.

### **5.02 Work Site Access**

The Representative designated by the Union will be given access to work sites to meet with employees covered by the collective agreement during their meal and other scheduled breaks, whether paid or unpaid.

5.03 The Employer will provide a Union bulletin board in each work site which will be used solely for postings by the Union.

5.04 Where permission has been granted to a representative of the Union to leave their employment temporarily with respect to a grievance, they shall suffer no loss of pay for the time so spent.

### **5.05 Labour/ Management Committee**

- a) The Parties to this Collective Agreement agree to establish a Labour-Management Committee for promoting harmonious relationships and discussing topics of mutual concern between the union and the employer.
- b) There shall be no loss of income for time spent by employees at meetings and in carrying out the functions of this Committee.
- c) A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the probationary period or at the orientation of new employees with respect to the structure of the Union, as well as the rights, responsibilities and benefits under the Collective Agreement. The Employer shall notify the Union in advance of the orientation.

## **ARTICLE 6 - PAYDAYS**

6.01 Employees other than Permanent Full Time Town Office employees shall be paid bi-weekly with a one (1) week holdback of wages.

6.02 Permanent Full Time Town Office employees shall be paid bi-weekly with no holdback of wages or salary.

## **ARTICLE 7 - UNION SECURITY**

### **7.01 No Other Agreements:**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative, which may conflict with the terms of the Collective Agreement.

### **7.02 Check-off Payments:**

The Employer is authorized, and agrees to deduct from every employee any dues, initiation fees or assessments levied by the Union.

### **7.03 Union Dues Deductions**

Union dues deductions shall be made from the bi-weekly payroll and shall be forwarded to the Secretary Treasurer of the Union not later than the 15<sup>th</sup> of the following month accompanied by a list of names, addresses, telephone numbers, emails, positions, employment status, classification or job title, regular wages and dues deducted from whose wages the deductions have been made. It is agreed that such dues shall be on one cheque; however, the list of employees shall be separate showing the date or period of deduction.

### **7.04 Dues Receipts**

The Employer shall include Union dues paid by each Union member on their annual Income Tax T4 slips.

## **ARTICLE 8 - GRIEVANCE & ARBITRATION**

- 8.01 The Employer acknowledges the right of the Union to appoint a Grievance Committee consisting of two (2) members of the Union and the CUPE National Representative, where the Union committee or Grievor(s) request the National Representative be involved.
- 8.02 In the event of a grievance, the Union shall advise the Employer, in writing, the names of their appointees on the Grievance Committee. The Town shall advise the Union, in writing, of the names of the representatives of the Town's Grievance Committee.
- 8.03 a) Representatives appointed to the Union's Grievance Committee shall be granted permission without loss of pay to leave their employment in order to carry on grievances and arbitration procedures. The Union agrees that every effort shall be made to advise the supervisor in charge, a minimum of three (3) working days prior to the absence under this clause.
- b) Neither the employee nor a representative of the local of the Union who may attend a meeting with the Employer respecting a grievance shall not suffer any loss of earnings calculated for the time spent at such a meeting.

#### 8.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

#### 8.05 Policy Grievance

Where a question of general application or interpretation occurs affecting a group of employees, the Union, or the Employer, the same should be dealt with at Step 3 of the Grievance Procedure, presented in writing within ten (10) working days of the event giving rise to the policy grievance.

8.06 Time limits in the Grievance Procedure may be extended by mutual agreement between the Town and the Union, requested and confirmed in writing by a representative of the respective party. All time limits in this Article are discretionary and intended to enable timely resolution of disputes.

#### 8.07 Settling of Grievance

##### Step 1:

The aggrieved employee shall first seek to settle the dispute with the employee's supervisor within ten (10) working days of the event giving rise to the grievance. The grievance shall be submitted in writing to the supervisor who shall render a decision to the Union within ten (10) working days of receiving the grievance.

##### Step 2:

Failing satisfactory settlement being reached in Step 1, the grievance shall, within ten (10) working days of receiving reply under Step 1, be submitted by the union in writing to the Chief Administrative Officer (CAO). The Chief Administrative Officer (CAO) shall convene a grievance meeting within ten (10) working dates of receipt of the written grievance. The Chief Administrative Officer (CAO) shall render a written decision to the Union within ten (10) working days of the meeting.

##### Step 3:

Failing settlement being reached in Step 2, the grievance shall be submitted in writing to the Town's Grievance Committee within ten (10) working days. The Town's Grievance Committee shall convene a grievance meeting within ten (10) working days of receipt of the written grievance. The Town's Grievance Committee shall render its written decision to the Union within ten (10) working days of the meeting.

##### Step 4:

Failing a satisfactory settlement being reached in Step 3, the grievance may be submitted by either party within thirty (30) working days of receiving the written decision in Step 3 to Arbitration in accordance with the *Alberta Labour Relations Code*. (Single Arbitrator Provision)

#### 8.08 Procedure

The Arbitrator may determine their own procedure but shall give full opportunity to all parties to present evidence and make representation to them. They shall hear and determine the difference or allegation and render a decision within ten (10) days from the date the Hearing concludes.

#### 8.09 Decision of the Arbitration

The Arbitrator shall be permitted to make such award as they deem just and equitable, that in their opinion is fair. Such award shall not change, alter, modify or amend any provision of this Collective Agreement.

#### 8.10 Expense of the Arbitrator

Each party shall pay one-half of the fees and expenses of the Arbitrator.

#### 8.11 Failure by either party to comply with the time limits (exclusion of Clause 8.06) shall automatically forfeit the grievance to the other party.

### **ARTICLE 9 - PERSONAL AND INDIVIDUAL RESPONSIBILITIES**

9.01 If illness or a family emergency makes it impossible for an employee to report to work, they must notify their supervisor as far in advance as possible.

9.02 Absences of two (2) days without reasonable notice may be subject to discipline by the Employer.

9.03 It is the joint responsibility of the employer and the employee to ensure that all training and certification required to perform job duties is kept current and up to date. All certificate results shall be signed and dated by the employer and the employee with a copy of such given to the employer and employee.

9.04 An employee participating in education or training related to their position with the Town of Claresholm shall be responsible for providing the results to the Town of the education or training received within five (5) working days, with the exception to vacation or leaves of absence paid or unpaid, of receipt of results. This includes copies of any relevant certificates for personnel files.

### **ARTICLE 10 - PROBATIONARY PERIOD**

10.01 An employee shall be on probation for a period of ninety (90) days. Seniority shall be calculated from the date of hire once the probationary period has been completed. A probationary period shall only be served once.

The probationary employee who is terminated shall have the right to appeal such dismissal under grievance up to and including Step 3 of the Grievance Procedure.

The decision rendered in Step 3 shall be final.

## **ARTICLE 11 - SENIORITY**

11.01 No employee shall have seniority status until they have successfully completed the probationary period. Persons who have not completed the probationary period may be terminated at any time during the probationary period. Upon successful completion of the probationary period, seniority shall be calculated from the date of hiring.

11.02 Seniority is defined as the length of service with the Employer and shall include service both prior to and after certification of the Union.

Seniority shall operate on a bargaining unit wide basis. The Employer shall maintain three (3) seniority lists: one for Public Works, Park/Recreation, Outside and Utility Operator employees; a second list for Inside and Town Office employees; and a third list for Aquatic employees, with each list showing the date on which each employee's service commenced. Seniority for the purpose of lay off, recall and job promotion may only be exercised within that seniority list. An employee who is successful in receiving a position under another list shall not take any seniority with them but shall be permitted to retain said seniority on the other list for use only on that list. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

11.03 An employee shall not lose their seniority unless they:

- 1) Resign in writing.
- 2) Are discharged for cause and are not reinstated.
- 3) Overstays their leave of absence and fail to supply an explanation satisfactory to the Employer.
- 4) Fail to return from lay off under the Recall Procedure as set forth in this Agreement.
- 5) Are off the payroll of the Employer for a continuous period equal to their seniority or one (1) year, whichever is less.
- 6) Are in a position outside of the bargaining unit with the Employer for a period in excess of twelve (12) consecutive months, or such time as may be agreed between the Employer and the Union.

11.04 Seniority shall continue to accrue during any approved leave of absence in excess of three (3) weeks, including any job-protected leaves as per Article 20.07.

## **ARTICLE 12 - LAYOFF & RECALL**

12.01 Permanent employees who are to be laid off due to lack of work shall be laid off in the reverse order of their bargaining unit wide seniority within their seniority list as defined in Article 11.02, and the capabilities and qualifications to perform the work available.

Employees shall be recalled in the order of their seniority within their seniority list as defined in Article 11.02, providing that these employees with the most seniority are qualified and possess the necessary skills to fill the jobs which are required to be done.

Employees shall not accumulate seniority or other benefits while on such layoffs.

Permanent employees shall receive a minimum of fourteen (14) consecutive days' notice prior to layoff. Where such notice is not given, the employee shall be given pay in lieu thereof.

- 12.02 The Employer shall give notice of recall by personal contact or by telephone with such notice to be confirmed by registered mail if necessary. Employees shall return to work within three (3) working days' of receiving notice of recall unless they are unable to do so for reasonable grounds.
- 12.03 Seasonal employees shall be given a minimum of three (3) working days' notice of layoff prior to the effective date or in lieu thereof three (3) days' pay at the rate effective immediately prior to such layoff.
- 12.04 A layoff shall be defined as any reduction in the workforce or any reduction in the regular hours of work as defined in this Agreement.

## **ARTICLE 13 - SCHEDULE OF WORKING HOURS**

### **13.01 Public Works and Sanitation**

This group of employees shall work five (5) days per week, eight (8) hours per day, Monday through Friday inclusive. The normal and regular hours of work shall be 7:00 a.m. to 4:00 p.m., exclusive of a one (1) hour unpaid lunch break. There shall be a minimum of two (2) employees scheduled to attend to weekend gravesite duties for full burials only, with a minimum of two (2) hours at the applicable overtime rate. For cremations there shall be a minimum of one (1) employee scheduled for a minimum of two (2) hours at the applicable overtime rate.

### **13.02 Snow Removal**

Employees required to commence work prior to 7:00 a.m. Monday to Friday, for the purpose of snow removal shall be required to work one (1) of the following two (2) shifts each day:

- 1) 5:00 a.m. to 12 Noon and receive eight (8) hours pay
- 2) 12 Noon to 7:00 p.m. and receive eight (8) hours pay

The Employer agrees to give a minimum of twelve (12) hours notice to early shift. (i.e.: shifts will be decided before end of workday on previous day). If for some reasons the employee cannot start early or work late, times may be changed by mutual agreement between Supervisor and Employee.

Employer shall allow one-half (1/2) hour meal break with pay.

Overtime worked on weekends (Saturday, Sunday) will be paid as per Article 14- Overtime. Qualified Employees shall be required to rotate in the shift schedule and shall receive a minimum of eight (8) hours rest between shifts, and where this is not provided the Employee shall be paid at overtime rates for the first day of such change.

### 13.03 Arena Employees

Shift schedules for Arena Employees will be:

- 1) Agreed to by both parties to this Collective Agreement.
- 2) Shall be posted seven (7) days prior to the commencement of the arena schedule.
- 3) Provide seven (7) days notice to employees before changing any shifts.

Regular daily hours shall be:

Day Shift: ----- 8:00 a.m. to 4:00 p.m., with a half hour paid lunch break

Afternoon Shift: ----- 4:00 p.m. to 12:00 a.m., with a half hour paid lunch break

Employees shall be required to rotate in the shift schedule and shall receive a minimum of eight (8) hours rest between shifts, and where this is not provided the employee shall be paid at overtime rates for the first day of such change.

- 4) The Town of Claresholm agrees to make every effort to provide a three (3)-man schedule for the Arena employees that will allow for every third weekend off.

### 13.04 Water & Sewage Treatment Facilities Employees

The parties agree that shift schedules presently in place are mutually agreeable and constitute the daily and weekly hours of work and may be changed by mutual agreement of the parties. Employees shall be required to rotate in the shift schedule and shall receive a minimum of eight (8) hours rest between shifts, and where this is not provided the employee shall be paid at overtime rates for the first day of such change.

### 13.05 Town Office & Inside Employees

Regular hours of work shall be seven (7) hours per day, five (5) days per week, Monday to Friday inclusive for a maximum of thirty-five (35) hours, with a one (1) hour unpaid lunch break. The regular and normal office hours for the Town Office shall be from 8:30 a.m. to 12:00 noon and 1:00 pm to 4:00 p.m.

### 13.06 Aquatic Employees

Regular hours of work shall be eight (8) hours per day, five (5) days per week, for a maximum of forty (40) hours including a one-half (1/2) hour paid lunch break on the pool premises. If Employees leave during the lunch period for personal reasons, they will not be paid for their lunch breaks.

Where aquatic employees are not required to remain at the Aquatic Centre during their lunch break, their lunch break will be unpaid.

For part-time and casual employees, a minimum shift shall be three (3) hours in length unless the employee is unavailable for a full three (3) hour shift, in which case, they will be paid for the actual hours worked.

### 13.07 Rest Break

Shifts of five (5) hours or longer will be permitted two (2) fifteen (15) minute paid rest breaks one in each half of their shift. Where reasonable Employees with a shift of three (3) hours or longer will be permitted one fifteen (15) minute paid rest break.

### 13.08 Lunch Break

Employees with a shift of seven (7) hours or longer shall be given a one (1) hour unpaid lunch break as near to the halfway point of their shift as possible, except as specified elsewhere in this Agreement.

### 13.09 Community Peace Officer/Bylaw Officer

The Community Peace Officer/Bylaw Officer's regular hours of work shall be seven (7) hours per day, five (5) days per week, Monday to Friday, in accordance with scheduled hours of work for Town office employees. Variance in this schedule may be necessary from time to time to accommodate special events and circumstances. Rescheduled hours will be mutually agreed upon between the employee and employer.

## **ARTICLE 14 - OVERTIME**

- 14.01 a) Overtime must be approved in advance by the employee's supervisor or manager and shall be paid at the applicable overtime rate for work on scheduled days off and work in excess of: seven (7) hours per day for Town Office, and eight (8) hours per day for all other employees.
- b) Authorization for overtime after the fact by the Employer shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

### 14.02 Overtime rates

Overtime worked shall be paid for at the rate of one and one-half (1½) times the regular rate for the first three (3) hours, and double time thereafter.

14.03 No employee shall be required to take time off in lieu of overtime; however, where the Employer agrees to permit banking of overtime, the maximum hours banked cannot exceed, twenty-four (24) hours for employees who work a regular eight (8) hour day or twenty-one (21) hours for employees who work a regular seven (7) hour day, at any time, and the employee must record lieu time correctly and continuously on timesheets until time is used up. The employee must use such lieu time within six (6) months. Any unused lieu time still outstanding after four (4) months must be scheduled off at a mutually agreeable time within the next 2 months or will be paid out at the applicable overtime rate. Time off will be at the applicable overtime equivalent; i.e., two (2) hours at time and one-half (1½) equals three (3) hours off and must be mutually agreeable between the Employer and employee. Lieu time off may be taken in conjunction with annual vacation.

#### 14.04 Call Back Guarantee

When an employee is called out by a Supervisor to a place of work for a specific job assignment, the employee shall be compensated at the overtime rate of double time the normal rate of pay for the time spent on the job, with a guaranteed minimum of two (2) hours. Additional calls within a two (2) hour period shall for the purpose of calculation be considered as one call.

#### 14.05 Compensation for Work on Statutory Holidays

Overtime work on a Statutory Holiday shall be paid for at the rate of two (2) times the regular rate of pay.

14.06 For seminars and courses, including travel to and from, the overtime provisions will only apply when explicitly approved by the employee's supervisor beforehand. This may apply to such things as optional travel to and from on a multiday event, or optional sessions at a seminar.

#### 14.07 Payment for or Supply of Meals

An employee required to work more than three (3) consecutive hours overtime on a regular scheduled work day, or more than four (4) consecutive hours on a non-scheduled work day, shall be provided with a meal or an allowance of fifteen dollars (\$15.00) by the Employer. The Employer shall allow one-half (1/2) hour meal break with pay. An additional meal allowance and meal break will be allowed for each additional three (3) consecutive hours of overtime, or four (4) consecutive hours where applicable. The provisions of this clause are not applicable for work performed on statutory holidays.

14.08 Permanent employees shall be given the first opportunity for overtime before seasonal employees. Overtime shall be distributed among the qualified permanent members of the bargaining unit as equally as possible. If there are not permanent employees available, overtime may be offered to seasonal employees.

14.09 Any employee who is requested to attend a meeting or training outside the employee's normal and regular hours of work shall be paid overtime at the applicable rate.

## **ARTICLE 15 - WARNINGS, SUSPENSIONS OR DISMISSALS**

15.01 When an employee is disciplined, and the discipline is to be a matter of record the employee shall be given written particulars stating the reasons for the action, and outlining the terms of the penalty (where applicable) and advised that the employee has the right to have the Local 3023 Steward or other representative present. It is further agreed that after twelve (12) months, provided there has been no further discipline, any disciplinary document will be removed from the employee's personal record, and destroyed, and not held against the employee in any way. Any correspondence shall be copied to the Union.

The Employer shall provide at least one (1) working day (twenty-four (24) hours) advance notice to an employee required to meet with the Employer for the purposes of investigating a matter related to the employee or discussing or issuing discipline. The Employer shall advise the employee of the nature of the meeting and that they may be accompanied by a Union steward or designate of the Union at such meeting(s).

15.02 All employees shall have the right to see their personal file by appointment only.

## **ARTICLE 16 - VACATIONS**

16.01 Employees shall be entitled to annual vacation with pay as follows:

- |   |                 |
|---|-----------------|
| - After one (1) year of service and in the 2 <sup>nd</sup> year         | three (3) weeks |
| - After six (6) years of service and in the 7 <sup>th</sup> year        | four (4) weeks  |
| - After thirteen (13) years of service and in the 14 <sup>th</sup> year | five (5) weeks  |
| - After nineteen (19) years of service and in the 20 <sup>th</sup> year | six (6) weeks   |

All part-time, temporary and seasonal employees will receive vacation pay each pay period equivalent to the percentage calculation, based on entitlement, as stated in Employment Standards and are not entitled to annual vacation with pay. Any time taken off for vacation must be mutually agreed upon between the employee and their supervisor and will be without pay.

16.02 An employee who for whatever reason leaves the service of the Employer shall be paid all remaining accrued vacation pay up to the day of termination.

16.03 When a statutory holiday occurs during an employee's vacation that day shall not be deducted from the employee's vacation entitlement.

### **16.04 Vacation Agreed Schedules**

Vacations, for outside employees, shall be on a rotation schedule within each department of the Town. Departments shall be public works, parks, sanitation, and utility services. A vacation list will be posted on February 1<sup>st</sup> each year so as employees can mark in the choice of vacation days before April 30<sup>th</sup> of each year.

During the period June 1<sup>st</sup> to August 31<sup>st</sup>, no employee shall be entitled to a vacation of more than two (2) consecutive weeks. More than two (2) weeks may be granted under special circumstances.

No more than two (2) outside employees may take vacation at the same time unless departmental schedules allow for more than two (2) as determined by management.

Where an employee does not indicate vacation preference during the February 1<sup>st</sup> to April 30<sup>th</sup> period a completed and signed request form for vacation must be presented, no later than two (2) weeks prior to requested vacation date, to the supervisor for approval. Vacation requests outside of the February 1<sup>st</sup> to April 30<sup>th</sup> period may or may not be approved based on staffing situations and work demands. The supervisor may waive the two (2) weeks' notice period for special circumstances.

Employees who wish to split their vacation days shall not be permitted a second choice until all employees have had their first choice. Vacation schedules, once approved, cannot be amended without approval of the employee and their supervisor.

Employees in the Town Office and Aquatic Centre shall submit a completed and signed request form for vacation, no later than two (2) weeks prior to requested vacation date, and vacation may or may not be approved based on staffing, work demands and mutual agreement between the employee and the employer. The supervisor may waive the two (2) weeks' notice period for special circumstances.

All vacations earned in one (1) vacation year (from the employee's prior year anniversary date to their current year anniversary date) will be taken by the end of the next calendar year, unless a written proposal to carry forward vacation is mutually agreed upon by the employee and Management. Any vacation not taken by the end of the next calendar year, or in a carry forward agreement, will be scheduled for the employee by the employer within the first three (3) months of the next calendar year.

- 16.05 Where an Employee qualifies for Bereavement or any other approved Leave or is hospitalized during the period of the Employee's vacation, there shall be no deduction from vacation credits for such absence. The period of vacation displaced shall either be added to the vacation period or reinstated for use at a later date at the mutual agreement of the Employee and Management. In the case of hospitalization while on vacation, the Employee shall provide a medical certificate for all days claimed.

Similarly, if an employee is ineligible to work due to a WCB claim there shall be no deduction from vacation credits.

- 16.06 Employees who have reached six (6) months of employment may use up to one (1) week of earned vacation in their first year.

## ARTICLE 17 - STATUTORY HOLIDAYS

17.01 The following shall be considered Statutory Holidays:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	Heritage Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Truth and Reconciliation Day		

and all statutory holidays proclaimed by the Town of Claresholm, the Province of Alberta, and the Dominion of Canada.

An employee who works on a statutory holiday shall receive pay at the rate of one and a half (1½x) times their regular rate of pay and either one (1) day pay at their regular rate of pay, or one (1) lieu day to be taken prior to the employee's next annual vacation.

All other employees shall be paid as per *Alberta Employment Standards* for a statutory holiday at a rate of five percent (5%) of the previous four (4) weeks of regular pay and one and a half (1 ½x) the regular rate of pay for hours worked on a statutory holiday.

17.02 If an employee does not work on a Statutory Holiday, they shall be paid one day pay at their regular rate of pay.

If a Statutory Holiday falls on an employee's regularly scheduled day off and the employee does not work on that day, they shall be paid one day pay at their regular rate of pay for that holiday and receive the following regularly scheduled work day, or another day mutually agreed upon, off without pay.

17.03 If an employee is absent on their scheduled working day immediately prior to or following a statutory holiday, no payment shall be made for the statutory holiday unless the absence is covered by a medical certificate or an authorized leave of absence.

## ARTICLE 18 - SICK LEAVE

18.01 Sick leave shall be earned by permanent employees on the basis of one and one-half days (1½) days for every month of actual work by the employee, to a maximum of one hundred twenty (120) days.

18.02 A deduction shall be made from accumulated sick leave for all normal working days or parts thereof, exclusive of holidays, absent for sick leave.

18.03 a) A medical certificate may be requested by the Employer of any illness, non-occupational accident, or quarantine. Where the employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.

b) When an employee is absent from work for a medical or dental appointment during their normal work hours, proof of attendance may be requested by the Employer.

- 18.04 Employees shall have access to their accrued sick leave as it is earned. The Employees shall review accrued sick leave annually and advise, in writing, of any perceived error.
- 18.05 On retirement, termination, or death when an employee has completed fifteen (15) years of services or more, an employee having accrued sick leave shall receive an allowance equal to fifty-five percent (55%) of their accrued sick leave at the rate effective immediately prior to retirement, termination, or death. Such allowance shall not be paid if an employee is terminated for just cause and not reinstated.
- 18.06 At the expiration of sick leave benefits or long-term disability benefits an employee shall, within fifteen (15) working days, request a leave of absence. Failure to request the leave of absence by the employee will be considered notice of termination. The Employer shall respond to the request within fifteen (15) working days and if accepted the leave of absence shall commence the day following the expiration of the sick leave benefits or long-term disability benefits.
- 18.07 An employee who has insufficient sick leave benefits to carry them into long-term disability benefits shall be covered by Town benefits during the leave of absence at the employee's cost.

The employee must make arrangements to pay the premiums to the Town prior to the premiums being due. If the Employee is in default or late making payment the Town will contact the employee, their emergency contact, or if neither can be reached, the Union and provide a fifteen (15) days' notice of termination of benefits. The benefit package for this clause shall include, Alberta Blue Cross and Group Life Insurance.

## **ARTICLE 19 - OTHER BENEFITS**

### **19.01 Change of Carriers**

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

### **19.02 Extended Health Care & Dental Plan**

The Employer shall provide all permanent employees who have completed six (6) months of employment with an Extended Health Care & Dental Plan equivalent to the plan in effect on 31 December 2018. The Employer shall pay one hundred per cent (100%) of the premiums.

### 19.03 Life, LTD and AD&D

The Employer shall provide all permanent employees who have six (6) months of employment with Group Life Insurance, Dependant Life, Long-term Disability and Accidental Death and Dismemberment coverage equivalent to the plan in effect on 31 December 2018. The Employer shall pay one hundred percent (100%) of the billed premiums.

The Employer agrees such LTD Plan shall at all times be registered with the Local Authorities Pension Plan Board.

An employee who is in receipt of disability benefits shall continue to accumulate service and seniority as per Clause 11.02

### 19.04 Master Policy

The Union shall be provided with a current copy of the Master policy of all insured benefits.

### 19.05 Pension

All permanent employees shall become and remain members of the Local Authorities Pension Plan after twelve (12) continuous months of service.

### 19.06 Workers' Compensation

The Employer agrees to pay any permanent employee injured and entitled to Workers' Compensation their full wages during any compensable period, provided however the employee agrees to sign over to the Employer all monies from Workers' Compensation. There shall be no loss of sick days as a result of this provision.

During such leave, the employee shall be entitled to accumulate service and seniority in accordance with the collective agreement.

### 19.07 Hepatitis "B" Vaccination

All employees who work in possible contaminated areas as determined by their immediate supervisor shall have the choice to be immunized with the Hepatitis "B" vaccine, with the Employer to pay any costs incurred. If an employee chooses not to have the vaccine, a waiver must be signed.

## **ARTICLE 20 - LEAVE OF ABSENCE**

### 20.01 Leave of Absence Without Pay

Upon written application by the employee, the Employer may grant an employee leave of absence without pay or benefits. Such request shall be submitted fourteen (14) days prior to the date the leave is to commence. The Employer shall advise the employee within fourteen (14) days as to whether their request is approved or denied. This does not apply to job-protected leaves as per Article 20.07

## 20.02 Union Leave

Leave of absence without pay shall be granted, upon written request to the Employer, to employees elected or appointed by the Union for attendance at conventions, conferences, workshops, executive and committee meetings of the Union, provided the number of employees does not exceed three (3) at any one time. The duration of such leave shall not exceed five (5) consecutive working days, unless otherwise mutually agreed.

During such leave, the employee shall continue to receive their regular wages and benefits and the Union will reimburse the Employer.

## 20.03 Paid Jury or Court Witness Duty Leave

The Employer shall grant a leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked in the appropriate rate of pay.

## 20.04 Education Leave

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to attend seminars or other job related courses, or for the purpose of writing exams to upgrade their job related employment qualifications providing the educational course is approved by the Employer. When the Employer is aware of an upcoming vacancy, they may consider allowing Employees of another department to access the education leave allowances for the purposes of upgrading skills for the vacant position.

## 20.05 Bereavement Leave

- 1) An employee shall be granted a maximum of three (3) regularly scheduled consecutive work days without loss of pay and benefits in the case of death of an employee's family member or the family member of the employee's spouse, common-law or adult interdependent partner. Where the Employee travels more than 350 km from Claresholm in relation to the death the Employer shall grant such additional time, as may be necessary, not to exceed five (5) working days.
- 2) If an employee receives notification of their loss during a shift already started, the employee will be excused from work with pay for the balance of that shift and bereavement leave will commence on the following day.

3) For the purpose of this article an Employee's family member or the family member of the Employee's spouse, common-law or adult interdependent partner shall include:

- Spouse, adult interdependent partner or common-law partner
- Child, step child, foster child or their spouse
- Parent, step parent, or legal guardian
- Siblings, half-siblings, step-siblings or their partner/spouses
- Grandparents or their partner/spouse
- Grandchildren or their partner/spouse

#### 20.06 Personal Days

Providing that the employee has accrued sick time that they can access, three (3) days per year leave of absence, with pay, will be granted for the purpose of personal leave. Such leave will be deducted from the employees accrued sick leave bank. Personal leave may be taken in half (1/2) or full day increments. Three (3) days' notice shall be given to the immediate Supervisor unless immediate attention is required.

#### 20.07 The Employment Standards Code Protected Leaves

Revised Statutes of Alberta 2000 as of June 11, 2018, Division 7 through Division 7.6 (Job Protected Leaves) shall be attached to and be part of this Collective Agreement.

No Employer may terminate the employment of, or layoff, an employee who is on leave for the following:

- Maternity and Parental Leave
- Reservist Leave
- Compassionate Care Leave
- Death or Disappearance of Child Leave
- Critical Illness of a Child Leave
- Long-term Illness and Injury Leave
- Domestic Violence Leave
- Personal and Family Responsibility Leave
- COVID-19 Vaccination Leave
- Bereavement Leave
- Leave for Citizenship Ceremony

20.08 Employees other than the birthmother shall be permitted up to two (2) days leave of absence with pay, on the birth of a child.

20.09 Employees on a Job Protected Leave shall be allowed to maintain their benefits providing they pay the full benefit costs. Arrangements must be made to pay the Town benefit premiums prior to premiums being due. If the employee is in default or late making payment in excess of fifteen (15) calendar days the Town will contact the employee, their emergency contact, or if neither can be reached, the Union and provide a fifteen (15) day notice of termination of benefits.

## **ARTICLE 21 - JOB POSTINGS FOR PROMOTION**

21.01 When a vacancy occurs or a new position is created within the bargaining unit such vacancy shall be posted on all bulletin boards for a period of ten (10) working days to allow interested employees to apply for the position.

21.02 Such notice shall contain the nature of the position, qualifications, education and salary rate or range.

21.03 Employees applying for any position who have the required qualifications and education, or its equivalent, shall be selected on the basis of the employee having the longest bargaining unit seniority.

21.04 Appointment shall be posted on the bulletin boards within one (1) week of the position being filled.

### **21.05 Pay on Transfer to Lower-Rated Job**

When an employee is temporarily assigned, in accordance with the terms of this Collective Agreement, to a position paying a lower rate their rate shall not be reduced.

21.06 When a permanent employee is temporarily assigned to a position paying a higher end rate their daily rate shall be the rate applicable to the higher classification, providing they work half of their shift or more in that position.

21.07 When an employee is re-classified, re-assigned or the successful applicant in a new or vacant position, the employee shall be notified by letter stating the changes in their status and applicable wage rate. The Union shall be copied on the correspondence and a copy also placed in the employee's personnel file.

21.08 When, because of inability to perform the functions of a position or because of ill health or by their request, an employee is transferred to a classification to which is assigned a lower salary scale, their rate will be adjusted immediately to the step in the lower salary scale that will result in the recognition of service.

Employees who are placed in a lower paid classification shall be red circled at the higher rate of pay for one (1) year, at which time the rate of pay shall be in accordance with the Salary Appendix in their revised classification.

## **ARTICLE 22 - JOB DESCRIPTIONS**

22.01 Each Employee shall be given an up to date copy of their job description upon hiring, transfer, or promotion.

22.02 In the event the Employer changes or amends the job descriptions for any classifications, then a copy of the new and revised job description will be given to each Employee in that classification with a copy going to the Union. Notwithstanding the foregoing, the Union shall have the right at any time to request and receive any job description for any classification within the bargaining unit.

## **ARTICLE 23 - JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE**

23.01 This committee shall be established and composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employer members appointed by each party. The committee shall have two (2) co-chairs; a worker co-chair chosen by the Union, and an Employer co-chair selected by the Employer. Training shall be provided to all committee members as per the *Alberta Occupational Health and Safety Act*. The committee shall hold quarterly meetings during regular scheduled hours as requested by any members of the committee for jointly considering, monitoring, inspecting, investigating, reviewing matters of health, safety or other matters of concern, excluding application of administration of this Collective Agreement. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union. Items for discussion must be submitted in writing a minimum of one (1) week prior to scheduled meetings to the appropriate supervisor for discussion. Meetings may be requested by either party at any time.

The Employer shall consult with the committee in the development and implementation of violence prevention and harassment prevention plans, and in the development of OHS policies and procedures for the workplace.

No committee member shall suffer any loss of pay or benefits when attending such meetings.

## **ARTICLE 24 - WORK OF THE BARGAINING UNIT**

24.01 The Employer agrees that supervisors and other persons not in the bargaining unit shall not perform duties of employees who are within the bargaining unit except for the purposes of instruction, or in emergencies when regular employees are not available.

24.02 The Employer recognizes the Union and its members have a concern regarding job security.

- 1) The Union and its members recognize that management have to be fiscally responsible in the provision of a level of service that is affordable to the Town of Claresholm.
- 2) Therefore, when contracting out of work presently performed by members of the bargaining unit would result in reduction of either the number of Employees or the hours worked by the Employees, the Employer will give sixty (60) days written notification to the Union.
- 3) The Employer will also consult with the Union in respect to the affect that contracting out will have on the Employees. The Union shall have the right, within sixty (60) days after written notification is given, to make a presentation to Town Council with respect to the contracting out.
- 4) No Employee shall be laid off or suffer a reduction in hours as a result of contracting out.

## **ARTICLE 25 - CLOTHING ALLOWANCE**

25.01 All employees shall be issued with coveralls. The Employer shall be responsible for cleaning and maintenance of such clothing, which shall become and remain the property of the Employer. In addition, the employee shall be issued as necessary the following personal protective equipment:

- hard hats and winter liners
- identification clothing for arena staff and water treatment plant staff (i.e. jackets) to a maximum of one hundred and five dollars (\$105.00)
- winter safety boots to a maximum of two hundred and thirty-five dollars (\$235.00) for one (1) pair per year
- job specific gloves
- insulated coveralls
- raincoats
- rubber gloves and leather mitts and liners as determined by the Employer
- rubber safety toe boots
- reflective safety vest
- hoodies (for Aquatics)

The aforementioned items shall be replaced as necessary and upon the employee returning the worn-out items.

25.02 Permanent employees required to wear safety work boots will be entitled to be paid two hundred and fifty dollars (\$250.00) towards the cost of the boots per year on proof of purchase.

25.03 Aquatics employees working fifteen (15) hours per month or more will be entitled to one hundred percent (100%) of the cost of swimsuits, up to a maximum of one hundred and twenty dollars (\$120.00) per eight hundred (800) hours worked, on proof of purchase.

Safety Equipment: Aquatic employees shall be issued a Fox 40 whistle on wristband, and one (1) work shirt. Full time employees at the Aquatic Centre will be issued two (2) work shirts.

The whistle or work shirts shall be replaced as necessary upon the Employee returning the worn-out items. If such replacement is being requested or required unusually more often than for other Employees, this may result in replacement cost being at the Employee's expense. If these items are lost or ruined due to obvious neglect or other inappropriate actions of the Employee, replacement will also be at the Employee's cost.

Aquatic Employees will be entitled up to one hundred percent (100%) of the cost, up to a maximum of thirty dollars (\$30), towards the purchase of one pair of deck sandals per year, on proof of purchase.

25.04 Permanent Peace Officer and Bylaw/Municipal Enforcement Officer employees will be entitled to one hundred percent (100%) of the cost of, two (2) uniform shirts (no maximum), two (2) uniform pants (no maximum), and one (1) pair of boots/shoes (maximum of two-hundred and fifty dollars \$250.00) per year.

25.05 The total clothing allowance provided for each classification may be carried over for a period of two (2) years.

## **ARTICLE 26 - TERM OF AGREEMENT**

26.01 This Agreement shall be in full force and effect for four (4) years starting on the 1<sup>st</sup> January 2023 and continuing until the 31<sup>st</sup> December 2026. This Agreement shall continue from year to year unless written notice to terminate or amend is served by either party to the other not more than one hundred twenty (120) days or less than sixty (60) days prior to the date of expiration of the contract.

## **ARTICLE 27 - WAGES**

### 27.01 1) Rates for Recreation Manager Relief

Any Employee who is assigned duties and/or responsibilities of the Recreation Manager in excess of four (4) hours shall receive an additional one dollar (\$1.00) per hour over and above their regular rate of pay for such assigned duties.

### 2) Rates for Relief Director of Infrastructure

Any Employee being assigned the duties and/or responsibilities of the Director of Infrastructure shall receive an additional twenty percent (20%) per hour over and above their regular rate of pay and shall remain under the other terms and provisions of this Collective Agreement.

### 27.02 Shift Premiums

Shift & Weekend Premiums: A shift premium of two dollars (\$2.00) per hour will be paid to an employee for actual hours worked between 1700 hours and 0700 hours.

Shift and Weekend premiums do not apply to overtime or call-ins.

Shift and Weekend premiums do not apply to Water Plant, Part-time or Aquatics employees.

27.03 Permanent aquatic employees shall be reimbursed one hundred percent (100%) for approved courses successfully completed, and mandatory re-certification fees, subject to operational requirements.

27.04 When an employee moves up an increment on the wage scale the Employer will send a letter to the employee indicating the status and new wages. The Union shall be copied on the correspondence and a copy placed in the employee's personnel file.

## 27.05 On-Call Personnel

### 1) Eligibility and Scheduling Public Works

- a) The Director of Infrastructure shall post a list of eligible public works employees eligible for call-out on weekends and statutory holidays. Eligibility is defined as a fully trained Level 1 Operator.
- b) Eligible employees shall be scheduled on a rotational basis by the Director of Infrastructure, and when called out shall be entitled to compensation under Article 14.
- c) If an employee cannot work a scheduled on-call weekend, it will be their responsibility to find a replacement and write the change on the schedule.
- d) On-call is voluntary and as such, employees shall have the option to opt out at any given time, with at least fourteen (14) days' notice before the employee's next scheduled on-call weekend.

### 2) Scheduling Utilities Operators

- a) The Utility Services Manager shall post a schedule of on-call utilities operators.
- b) If an employee cannot work a scheduled on-call shift, it will be their responsibility to find a replacement and write the change on the schedule.

### 3) Compensation

- a) Public Works employees shall receive two hundred and fifty dollars (\$250.00) per weekend starting at 4:00 p.m. on Friday and ending at 7:00 a.m. on Monday and an additional one hundred and twenty-five dollars (\$125.00) per day for Statutory Holidays. Utilities Operators shall receive one hundred and twenty-five dollars (\$125.00) per day on Saturday, Sunday and Statutory Holidays.
- b) Employees required to attend an incident shall be paid overtime as per the Collective Agreement.

### 4) Requirements and Duties

- a) Employees shall carry the shop cell phone at all times during their on-call weekend.
- b) Employees shall answer the calls, determine if the situation has to be dealt with immediately, can be deferred until Monday or is a Town issue in the first place, and respond accordingly.
- c) Employees shall be required to respond by returning the telephone call within thirty (30) minutes and respond to the incident within an additional thirty (30) minutes. (One (1) hour total response time).

- d) After attempting to reach the employee, if the Director of Infrastructure has to respond to the call as a result of the employee not answering the phone or attending to the incident in the specified response time, the one hundred and twenty-five dollar (\$125.00) on-call pay will not be issued to the employee for that day. Any call outs that the employee responds to on that same day will be compensated with the appropriate overtime rate.
- e) Employees shall call-out other public works crew member(s), if the situation warrants it. Judgement will be necessary on when it is appropriate to call-out crew member(s) in every case.
- f) All calls taken on the weekends shall be documented and communicated to the Director of Infrastructure on the morning of the following business day.
- g) The Director of Infrastructure shall continue to be on call for weekday evenings.

#### 27.06 Water Plant

- a) Water plant employees required to be on call shall receive two hundred and fifty dollars (\$250.00) per weekend starting at 4:00 p.m. on Friday and ending at 7:00 a.m. on Monday and an additional one hundred and twenty-five dollars (\$125.00) per day for Statutory Holidays.
- b) Any call outs that the employee responds to shall be compensated at the overtime rate.

### **ARTICLE 28 - SERVICE PAY**

28.01 Service Pay shall be granted at the rate of:

- twenty dollars (\$20.00) per month additional to pay for the class of work, after ten (10) years continuous service with the Town;
- thirty dollars (\$30.00) per month after fifteen (15) years continuous service;
- forty dollars (\$40.00) per month after twenty (20) years continuous service;
- fifty dollars (\$50.00) per month after twenty-five (25) years of continuous service;
- sixty dollars (\$60.00) per month after thirty (30) years of continuous service.

Fifty percent (50% ) of monthly Service Pay shall be paid out on each of the first two pay days each month. No Service Pay will be paid on a 3<sup>rd</sup> pay day in a single month.

## **ARTICLE 29 - FIRST AID CERTIFICATE**

29.01 The Town will be responsible for the costs of providing training during working hours for the St. John's First Aid Certificate program or Red Cross Standard First Aid Course.

## **ARTICLE 30 - EDUCATION & TRAINING**

30.01 A course or workshop must be approved by the Supervisor and/or Chief Administrative Officer (CAO).

30.02 The cost of the course will be paid by the Town if it is an approved course.

30.03 Where possible, employees will travel together in a Town-owned vehicle. If a vehicle is unavailable, all business use of personal vehicle is in accordance with the Town of Claresholm Personal Vehicle Usage and Compensation Policy. Employees will be encouraged to share a room based on double occupancy, however, privacy of individuals will be respected when separate rooms are requested.

30.04 Accommodations costs will be reimbursed by the Town upon submission of a receipt up to maximum of one hundred and fifty dollars (\$150.00) per night (single occupancy), and two hundred dollars (\$200.00) double occupancy per night.

30.05 Meal costs will be reimbursed by the Town when they are supported by receipts with a maximum allowance of seventy dollars (\$70.00) per day in total.

Meal costs without receipts to verify them will be reimbursed but limited to the following amounts:

- a) Breakfast ----- \$10.00
- b) Lunch ----- \$15.00
- c) Supper ----- \$20.00

30.06 Time spent travelling to and from the course is considered time worked and will be paid by the Town at the applicable rate of pay, unless such travel is unapproved overtime as per Article 14.06.

30.07 Mileage shall be paid in accordance with Article 32 - Kilometres Allowance.

30.08 Time spent in the course shall be considered time worked and will be paid by the Town at the applicable rate of pay.

### **30.09 Aquatic Courses & Recertification**

The Pool Supervisor and staff will work to ensure that courses and re-certifications are carried out in the most economic manner possible.

## **ARTICLE 31 - JANITOR**

31.01 Janitor hours are guaranteed for twenty (20) hours per week and up to twenty-five (25) hours per week, with no benefits.

## **ARTICLE 32 - KILOMETRES ALLOWANCE**

32.01 No employee shall be required to use their personal vehicle for Town business or to transport Town equipment or supplies. Where an employee agrees to make their vehicle available to the Town for such use the employee shall be reimbursed as per the Town of Claresholm Personal Vehicle Usage and Compensation Policy. The employee must provide a signed acknowledgement of the Vehicle Usage and Compensation Policy to their supervisor, prior to an employee using their personal vehicle for Town business. The Town reserves the right to purchase a blanket business policy for all employees and shall advise the Union, in writing, if and when they do so.

## **ARTICLE 33 - DRIVER'S LICENSE**

33.01 As a condition of employment all employees operating Town vehicles or equipment shall hold valid Driver's Licenses. Equipment Operators I, II and III shall possess valid Class 3 Alberta Driver's Licenses.

33.02 All employees operating Town vehicles or equipment will provide the Town with authorization to obtain driver's abstracts annually.

33.03 Employees are responsible for informing their supervisor or manager if they are unable to perform their job duties due to suspension or expiration of their license.

## **ARTICLE 34 - EMPLOYEE ASSISTANCE PROGRAM**

34.01 The Town will provide an Employee Assistance Program. The premium costs will be shared equally between the employer and employee.

## **ARTICLE 35 - DEFINITIONS**

### **35.01 Permanent Employee**

The term "permanent employee", when used in this Agreement, shall be defined as meaning an employee who has completed the probationary period.

### **35.02 Part Time Employee**

Articles 16, 18, 19, 20.03, 20.04, 20.05, 20.07, 25.02, 28.01 and 29.01 shall not apply.

### 35.03 Temporary Employee

A temporary employee is one who is hired in a specific position for an expected duration of less than one (1) year.

The length of a temporary position may be extended by mutual agreement in writing between the Union and the Employer.

Temporary Employees shall be pursuant to Article 35.02.

### 35.04 Seasonal Employee

The term “seasonal employee”, when used in this Agreement, shall be defined as meaning one who is hired to work on a call-in basis, or one who is hired for a period of one hundred seventy-nine (179) calendar days or less for a specific job. Seasonal Employees shall be pursuant to Article 35.02.

### 35.05 Temporary Position

A temporary position has an expected duration of less than one (1) year and may be filled by either a temporary employee or a permanent employee. Where a permanent employee fills a temporary position, upon completion of the temporary position, an employee shall revert back to their former position.

The length of a temporary position may be extended by mutual agreement in writing between the Union and the Employer.

## **ARTICLE 36 - PENSIONS**

36.01 To ensure adequate time for processing benefits and pension-related documents, a minimum of thirty (30) days written notice shall be required prior to planned date of retirement.

## **ARTICLE 37 - RETROACTIVITY**

37.01 All employees shall receive retroactive increases and any employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase(s) to basic hourly salary schedules that they would have received but for the termination of employment, upon the submission of a written application to the Employer within ninety (90) calendar days of the ratification of the Collective Agreement.

SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3023



*April 12/23*

DATE

SIGNED ON BEHALF OF  
TOWN OF CLARESHOLM



*APRIL '25/23*

DATE

**APPENDIX 'A' – WAGES**

CLASSIFICATION	JANUARY 1, 2023 (2.5%)			JANUARY 1, 2024 (2.5%)			JANUARY 1, 2025 (2.5%)			JANUARY 1, 2026 (2.5%)		
	0-6 Months	7-18 Months	18 Months+	0-6 Months	7-18 Months	18 Months+	0-6 Months	7-18 Months	18 Months+	0-6 Months	7-18 Months	18 Months+
<b><u>OUTSIDE EMPLOYEES</u></b>												
Labourer 1	24.64	26.95	29.01	25.26	27.62	29.74	25.89	28.31	30.48	26.53	29.02	31.24
Labourer 2	27.23	29.78	32.05	27.91	30.52	32.86	28.61	31.29	33.68	29.32	32.07	34.52
Equipment Operator 1	28.80	31.51	33.91	29.52	32.30	34.75	30.26	33.10	35.62	31.01	33.93	36.51
Equipment Operator 2	29.58	32.38	34.82	30.32	33.19	35.69	31.08	34.02	36.58	31.85	34.87	37.50
Equipment Operator 3	30.57	33.46	35.97	31.34	34.30	36.87	32.12	35.15	37.79	32.92	36.03	38.73
Shop Mechanic	30.57	33.46	35.97	31.34	34.30	36.87	32.12	35.15	37.79	32.92	36.03	38.73
Utilities Operator 1	30.57	33.46	35.97	31.34	34.30	36.87	32.12	35.15	37.79	32.92	36.03	38.73
Utilities Operator 1/ Emergency Management & Safety Officer	30.57	33.46	35.97	31.34	34.30	36.87	32.12	35.15	37.79	32.92	36.03	38.73
Utilities Operator 2	30.83	33.72	39.55	31.60	34.56	40.54	32.39	35.42	41.55	33.20	36.31	42.59
Utilities Operator 2/ Emergency Management & Safety Officer 2	30.83	33.72	39.55	31.60	34.56	40.54	32.39	35.42	41.55	33.20	36.31	42.59
Recreation Equip Operator	28.53	31.18	33.55	29.24	31.96	34.39	29.98	32.76	35.25	30.73	33.58	36.13
Seasonal Labourer	20.00			20.50			21.01			21.54		
<b><u>INSIDE EMPLOYEES</u></b>												
	Start Rate	1 year	2 years	Start Rate	1 year	2 years	Start Rate	1 year	2 years	Start Rate	1 year	2 years
Utilities & Accounts Receivable Clerk	24.52	26.91	30.86	25.13	27.59	31.63	25.76	28.28	32.42	26.40	28.98	33.23
Assistant Secretary-Treasurer	31.46	34.38	38.28	32.25	35.24	39.23	33.06	36.13	40.21	33.88	37.03	41.22
Development Officer	28.98	31.70	34.08	29.70	32.49	34.94	30.44	33.30	35.81	31.21	34.13	36.70
Planner/Development Officer 1	34.08	37.27	39.76	34.93	38.20	40.75	35.81	39.16	41.77	36.70	40.13	42.82
Planner/Development Officer 2	37.48	41.00	44.07	38.42	42.02	45.18	39.38	43.07	46.30	40.37	44.15	47.46
Janitor	19.24	20.64	22.11	19.72	21.15	22.66	20.22	21.68	23.23	20.72	22.22	23.81
Front Desk Clerk	21.13	23.45	27.20	21.66	24.03	27.88	22.20	24.63	28.58	22.75	25.25	29.30
Bylaw/Municipal Enforce. Officer	28.98	32.55	34.08	29.70	33.36	34.94	30.44	34.19	35.81	31.21	35.05	36.70
Community Peace Officer I	38.71	42.22	45.30	39.68	43.28	46.43	40.67	44.36	47.59	41.69	45.47	48.78

CLASSIFICATION	JANUARY 1, 2023 (2.5%)			JANUARY 1, 2024 (2.5%)			JANUARY 1, 2025 (2.5%)			JANUARY 1, 2026 (2.5%)		
	Start Rate	6 Months	1 Year (Max)	Start Rate	6 Months	1 Year (Max)	Start Rate	6 Months	1 Year (Max)	Start Rate	6 Months	1 Year (Max)
<b><u>AQUATIC CENTRE</u></b>												
Cashier (Job Rate)			16.73			17.15			17.57			18.01
Junior Guard (Job Rate)			18.20			18.65			19.12			19.59
Senior Guard (Part-time)	22.87	24.16	25.47	23.44	24.76	26.10	24.03	25.38	26.75	24.63	26.02	27.42
Senior Guard (Full-time)	25.73	27.03	28.33	26.38	27.70	29.04	27.04	28.39	29.76	27.71	29.10	30.51
Senior Guard Trainer	\$1.00 extra per hour while training											
Acting Supervisor	\$1.00 extra per hour											

All increases are effective at the start of the first pay period of the year.

**LETTER OF UNDERSTANDING**

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**Local 3023**

(Hereinafter referred to as the "Union")

AND

**TOWN OF CLARESHOLM**

(Hereinafter referred to as the "Employer")

**RE: Schedule Review Committee**

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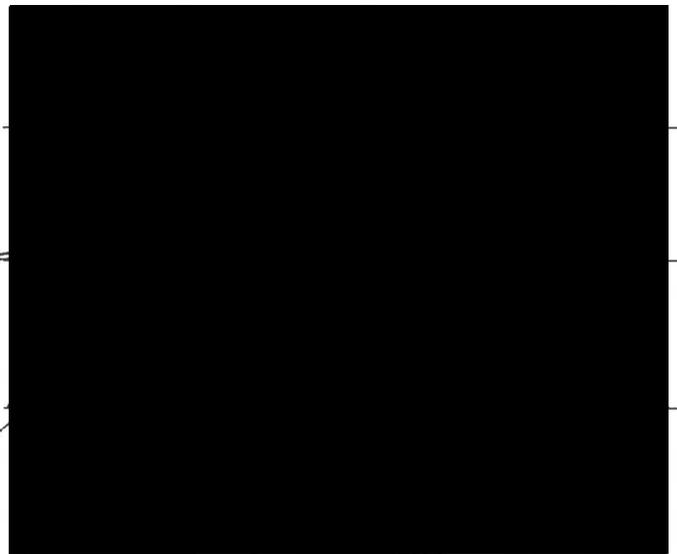
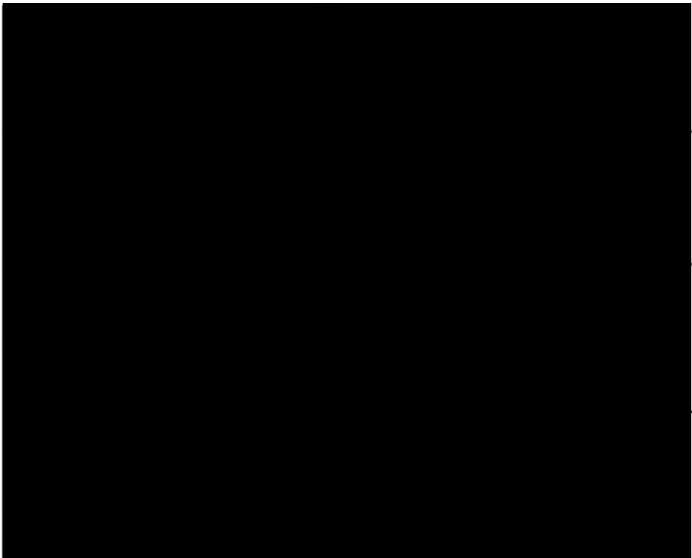
The Union and the Employer agree to the establishment of a Schedule review committee to explore the feasibility of a compressed work week for Public Works Employees, and to make recommendations to the Employer.

The committee will consist of two (2) members appointed by the Union and two (2) members appointed by the Employer.

This Letter of Understanding will expire December 31, 2026, or upon the date of ratification of the next Collective Agreement, whichever is later.

SIGNED ON BEHALF OF  
**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3023**

SIGNED ON BEHALF OF  
**TOWN OF CLARESHOLM**



*April 12/23*  
DATE

*APRIL 25/23*  
DATE

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 3023**

(Hereinafter referred to as the "Union")

**AND**

**TOWN OF CLARESHOLM**  
(Hereinafter referred to as the "Employer")

**WHEREAS** the Parties agree to add the classification of Public Works Lead Hand to the collective agreement;

**THEREFORE** the Parties agree to the following:

The wage scale for the position of Public Works Lead Hand shall be:

January 1 2023			January 1 2024		
0-6 Months	7-18 Months	18+ Months	0-6 Months	7-18 Months	18+ Months
\$37.05	\$38.16	\$39.56	\$37.97	\$39.11	\$40.55

January 1 2025			January 1 2026		
0-6 Months	7-18 Months	18+ Months	0-6 Months	7-18 Months	18+ Months
\$38.92	\$40.09	\$41.57	\$39.90	\$41.09	\$42.61

Notwithstanding Article 27.01(2), when the Public Works Lead Hand is assigned the duties and/or responsibilities of the Director of Infrastructure, they shall receive an additional ten percent (10%) per hour over and above their regular rate of pay and shall remain under the provisions of this Collective Agreement.

Further, the parties agree that except as modified by this letter of understanding, all other provisions of the collective agreement will remain in full force and effect.

The Employer and the Union further agree that the Public Work Lead Hand classification will be negotiated with the next collective agreement.

This Letter of Understanding is without prejudice and shall not set any precedent for the process for future negotiations.

<b>SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3023</b>

April 18, 2023

DATE

<b>SIGNED ON BEHALF OF TOWN OF CLARESHOLM</b>

APRIL 25/23

DATE