

COLLECTIVE AGREEMENT

BETWEEN

CUPE / *Canadian Union
of Public Employees*
LOCAL 135

-AND-



THE TOWN OF DRUMHELLER

January 1, 2023 - December 31, 2025

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COLLECTIVE AGREEMENT

between

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

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #135
(hereinafter referred to as "the Union or Employee")

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this agreement is to maintain a harmonious and cooperative relationship between the Employer and the Employee.
- 1.02 To provide an amicable method of settling any differences or grievances which may arise between the Employer and the Employee.
- 1.03 To promote the mutual interest of the Employer and Employee.

ARTICLE 2 - UNION

- 2.01 The Employer recognizes, under the terms of the certification granted under the *Alberta Labour Relations Code*, Local #135 of the Canadian Union of Public Employees as the sole and exclusive bargaining agent for a unit of Employees of the Town of Drumheller, described as all Employees covered by Certificate No. 96-98.

NOTE: Certificate No. 96-98 will be updated to reflect the current language and roles within the Union. An agreement letter to be created between the Union and the Employer.

- 2.02 The Employer agrees that persons outside the scope of the Union shall not perform the work of the Union except to the extent that such activities are ancillary to their managerial duties and in cases of emergency, training or lack of Union staff being reasonably available at the time.
- 2.03 No Employee shall be required to make a written or verbal agreement with the Employer's representatives which conflict with the terms of this Collective Agreement.

ARTICLE 3 - MEMBERSHIP

- 3.01 All Employees, subject to 2.01, within thirty (30) working days in the employ of the Town shall belong to the Union and the Union will admit to its membership any Employee of the Employer in all classes of work governed by this Agreement.
- 3.02 The Town will accept written authorization submitted by an Employee for the deduction of dues and initiation fees. In the event that the Union decides there shall be any changes in the amount of membership dues deducted, the Union shall advise the Town in writing. Membership dues shall be deducted at the rate set out by the Local Union. New Employees shall be deducted Union dues from the first full pay cheque.
- 3.03 Union dues deducted shall be forwarded to the Treasurer of the Union no later than ten (10) working days after the end of each calendar month in which the deductions took place, accompanied by a list of names of Employees from whose wages the deductions have been made.

ARTICLE 4 - LABOUR/MANAGEMENT COMMITTEE

- 4.01 In order to promote harmony and efficiency within Town operations, the Town will recognize a Labour/Management Committee.
- 4.02 The composition of the committee will be three (3) Union members appointed or elected by the Local Union and three (3) Management members.
- 4.03 The purpose of this committee is to exchange ideas that:
- (a) may lead to greater efficiency
 - (b) assist in resolving problems
 - (c) provide a framework for harmonious relations
 - (d) assist in the resolution of complaints, except for grievances where the grievance and arbitration procedures are provided
 - (e) deal with other matters which may be within their purview.
- 4.04 Recommendations of the Labour/Management Committee may be forwarded to the Chief Administrative Officer of the Town in writing.
- 4.05 Deliberations and any recommendations of the Labour/Management Committee shall be without prejudice to the Town, its management staff, the Union, or any member of the Committee.

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

ARTICLE 5 - MANAGEMENT RIGHTS

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

ARTICLE 6 - DEFINITIONS OF EMPLOYEES

6.01 Definitions of Positions:

- (a) 'Permanent' position is an established position which has been duly authorized by the Town as part of the normal organizational structure of the Town of Drumheller.
- (b) 'Part time' position is a position which requires an Employee to work less than the standard working hours specified in this agreement and may be a Permanent or Temporary position.
- (c) 'Temporary' position is a position established for a specific duration.
- (d) 'Seasonal' position is a position established for Seasonal work for a specified duration such as a Summer Student.
- (e) 'Casual' position is a position established by the Town in which the work is intermittent and for short periods of time.

6.02 Definitions of Employees:

- (a) 'Permanent' Employee is an Employee who has been offered and hired into an established permanent position and has successfully completed the required probationary period.
- (b) 'Part time' Employee is an Employee who works less than the standard working hours as defined in this agreement and may work in a permanent or temporary/seasonal position.

- (c) 'Temporary' Employee is an employee selected to fill a position for a specified duration. Temporary employees can be extended with mutual agreement between the Employer and Union.
- (d) 'Seasonal' Employee is an Employee selected to fill a position for Seasonal work for a specified duration.
- (e) 'Probationary' Employee is an Employee who has been offered and hired into an established permanent position and who is serving the required probationary period.
- (f) 'Casual' Employee is an Employee who:
 - (i) works on a call-in basis in a casual position; and/or
 - (ii) is scheduled to cover short term peak demands; and/or
 - (iii) is scheduled to relieve other Employees in the case of absences for illness, injury, short leaves of absences, and/or vacation.
 - (iv) has not worked within a 180 days time frame will be removed from the Casual Call-In List. Attendance at regularly occurring staff meetings will not count as working a shift for the job they are hired to do unless they have worked a shift in the previous 180 days.
- (g) 'Student' must have been registered as a student in the previous academic year and intends to return to school in the next academic year or can be hired within one year of graduation.

ARTICLE 7 - PROBATIONARY PERIOD

7.01 All newly hired Employees who have been offered a permanent position within the scope of this Agreement shall be required to serve a six (6) month probationary period. However, any newly hired Employees may be terminated at any time during the probationary period providing the provisions of the *Alberta Employment Standards Code*, the *Alberta Human Rights Code* and any other applicable legislation are followed.

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

7.02 Any accumulation of ten (10) or more days of absence from work shall be added to the six (6) month probationary period specified in Clause 7.01. The Employee will be advised in writing with a copy to the Union.

ARTICLE 8 - TRANSFERS, PROMOTIONS & APPOINTMENTS

- 8.01 A transfer means a lateral move to a different position at the same rate of pay.
- 8.02 A promotion means a permanent vertical move to a higher paid classification and similarly, a demotion means a permanent vertical move to a lower paid classification (see 8.07).
- 8.03 An appointment means a vertical move to a supervisory position, out of the scope of this Agreement. No Employee shall be transferred to a position outside the bargaining unit without his/her consent. Such appointees are subject to the policy of the Town relating to the position and are not subject to the provisions of this Agreement. The Union and appointee shall be advised of the starting and expected ending dates of any such appointments and of any changes to the expected ending date.
- 8.04 All applications for employment, transfers, or promotion, shall be made to such Officer as the Town may designate.
- 8.05 When a vacancy or a new position is created within the bargaining unit, such vacancies shall be posted on a service-wide basis for a period of five (5) working days, and the Union shall be notified in writing. Such posting shall indicate the nature of the position, qualifications (consistent with the position classification), shift, wage and salary rate.

The Employer reserves the right to concurrently advertise the position externally if no qualified bargaining unit applicants are perceived.

The Employer shall first consider applicants from within the bargaining unit using the criteria set out in 8.06 prior to considering applicants from outside the bargaining unit.

- 8.06 In making promotions, permanent transfers and demotions, the determining factors for an Employee in good standing shall be the knowledge, ability, performance and skills and other relevant attributes, and where these factors are deemed by the Town to be relatively equal, seniority shall be the deciding factor. The Employer shall not establish qualifications in an unfair manner.
- 8.07 All permanent transfers and promotions shall be subject to a trial period. The transferred or promoted Employee will be given a trial period of three (3) months or such shorter time as the Employer considers suitable in the circumstances in which to demonstrate the Employee's ability to perform the new task satisfactorily. Should such Employee fail to succeed during the above-mentioned trial period, the Town shall direct the Employee to return to the Employee's former position and rate of pay without loss of seniority.
- Should an Employee wish to return to their former position, they may do so within the first thirty (30) calendar days.
- 8.08 If, as a result of a recall from layoff, inability to perform the functions of a position, health reasons, or by request, an Employee is transferred to a lower rated position, his rate will be adjusted immediately to the rate of the position to which he is transferred.

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

ARTICLE 9 - SENIORITY

- 9.01 (a) When an Employee achieves permanent status, their length of unbroken service in positions coming within the jurisdiction of the bargaining unit shall determine their seniority standing.
- (b) Permanent part-time Employees shall have seniority standing on a pro-rata basis. Subject to 9.02, Temporary, Seasonal and Probationary, or Casual Employees shall not have seniority.

9.02 Seniority List

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

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

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

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

- (a) Resignation of the Employee in writing;
- (b) Discharge for just cause;
- (c) If the Employee fails to report for work after layoff within seven (7) working days of recall after being notified by registered mail. It shall be the duty of the Employee to keep the Employer informed of their current address;
- (d) If the Employee fails to report for work without permission and is absent for a period exceeding three (3) working days;
- (e) On the expiration of one (1) year following a layoff during which time the Employee has not been recalled;
- (f) When the carrier of the Long Term Disability Plan determines that the Employee is permanently disabled and not able to return to their position;
- (g) On retirement.

ARTICLE 10 - LAY-OFF

- 10.01 Both parties agree that job security shall increase in proportion to the length of service. Therefore, in the event of lay-off, Employees shall be laid off in reverse order of their seniority provided that those remaining have the required qualifications, performance, and ability to fill the positions available.
- 10.02 Employees who have been laid off for lack of work only shall be recalled in order of their seniority and no new Employees shall be hired until those Employees, with the required qualifications, performance and abilities, who have been laid-off, have been given the opportunity of recall.
- 10.03 Employees shall be given advance written notice of lay-off in accordance with *Employment Standards*. In lieu of notice, the Employer shall pay the Employee wages, exclusive of overtime, that they would have earned during the notice period.

ARTICLE 11 - CONTRACTING OUT

- 11.01 The Town agrees that should it become necessary to contract out any of the work or services presently performed by Employees covered by this agreement, that no permanent Employee shall suffer loss of job or wages as a result of said contracting out.

ARTICLE 12 - HOURS OF WORK

- 12.01 The normal regular hours of work for full-time Employees shall be eight (8) hours from 8:00 a.m. to 4:30 p.m. Monday to Friday with an unpaid lunch break of one-half (½) hour.
- 12.02 The Town may establish other consecutive regular hours of work and shifts where the Town deems it to be in the best interest of operating its business. Where the Town establishes other consecutive regular hours of work or shifts, the Town shall provide the Union twenty-four (24) hours' notice of the establishment of such shift provided that there is an eight (8) hour rest period since the Employee last worked. Such other consecutive regular hours of work and shifts may include the establishment of a work averaging arrangement as per the *Alberta Employment Standards Code*.
- 12.03 A Rest Period of fifteen (15) minutes in each half of a full shift will be permitted provided this time is spent at the point where work is being carried out.

ARTICLE 13 - ANNUAL VACATION

13.01 Length of Vacation

A Permanent Employee shall accrue an annual vacation with pay in accordance with his years of employment as follows:

- after one (1) year of continuous service: 3 weeks;
- after five (5) years of continuous service: 4 weeks;
- after ten (10) years of continuous service: 5 weeks;
- after twenty (20) years of continuous service: 6 weeks

New Employees shall be eligible to take their accrued vacation after only six (6) months service.

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

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

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

13.04 Employees shall submit a vacation request for the months of June 1st – September 30th to their Manager by April 1st of each year. Vacation requests will be approved by operational requirements and seniority by May 1st of each year.

Requests for vacation in December must be submitted by October 1st. Vacation requests will be approved by October 31st.

Employees are required to take their annual vacation allotment as per each vacation year.

Employees who have not used the full vacation allotment within the vacation year will have it scheduled by the Town, unless approved in writing by the Town to schedule at a future date.

13.05 (a) An Employee must submit a written request to take vacation. Requests in excess of three (3) weeks require the Director's approval.

(b) Employees can request to take up to 3 weeks vacation immediately prior to their retirement date. Requests to do so must be submitted at least six (6) months prior to the start of the requested vacation. All remaining balances will be paid out.

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

ARTICLE 14 - GENERAL HOLIDAYS

14.01 The Employer recognizes the following as paid holidays:

- | | |
|-------------------|------------------------------------|
| 1. New Year's Day | 7. August Civic |
| 2. Family Day | 8. Labour Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Easter Monday | 10. Remembrance Day |
| 5. Victoria Day | 11. Christmas Day |
| 6. Canada Day | 12. Boxing Day
National Day for |
| | 13. Truth and
Reconciliation |

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

Employees shall receive ½ day away from work with pay for December 24th if such date falls on their normal day of work.

Where Employees are required to work on December 24th for the full day to maintain required services, such Employees shall be provided a ½ day off work with pay prior to January 2. Exceptions may be made based on operational requirements.

14.02 All Employees shall receive the recognized General Holidays for which they are eligible with pay, or other days with pay in lieu of such General Holidays.

To qualify for General Holiday Pay, the Employee must:

(a) work their scheduled shift immediately preceding and immediately following the General Holiday, except where the Employee is absent due to an approved Leave of Absence

(b) work on the holiday when the Employee is scheduled or required to do so.

14.03 Eligible Employees who do not work on a General Holiday shall receive a day off in lieu at the Employee's average daily wage at a mutually agreed to time

14.04 Eligible Employees who work on a General Holiday shall be paid their average daily wage plus one and one-half times (1½) the Employee's wage rate for each hour worked.

- 14.05 Average daily wage is calculated as five percent (5%) of the Employee's wages, General Holiday pay and vacation pay in the four (4) weeks immediately preceding the General Holiday.
- 14.06 All Casual and Temporary/Seasonal Employees shall be paid Holiday Pay in accordance with the regulations of the *Alberta Employment Standards Code*.
- 14.07 Where the Town designates a day off in lieu of the actual General Holiday for the majority of its Employees, the Employees may be allowed off on such day. In the event that this will interfere with any services which the Town considers to be essential, the Employee may be owed a day off in lieu of the General Holiday at a time mutually agreed upon between the Employee and their Supervisor. If such a day cannot be agreed upon, the Town may designate the day off or the Town may pay the Employee a regular day's pay at overtime rates in lieu of the General Holiday.

ARTICLE 15 - INCOME PROTECTION FOR ILLNESS AND DISABILITY

General

- 15.01 Permanent Employees shall be eligible for Sick Leave for illness or disability as provided in this Article and as per guidelines of Provincial Health Regulations.
- 15.02 Sick Leave means the period of time an employee is absent from work with pay by virtue of being sick or disabled or under examination or treatment of a physician, chiropractor, dentist or physiotherapist or because of an accident for which compensation is not payable under the Worker's Compensation Act.
- 15.03 (a) Sick Leave may be used for medical appointments and/or required travel associated with medical appointments or treatment, however Employees are expected to make reasonable efforts to schedule appointments to minimize their absence from work, such as arranging appointments at the beginning or end of a day or outside working hours.
- 15.04 While on Short Term or Intermediate Term Income Protection, benefits will be provided according to Sections 19.01 and 19.02.
- 15.05 From the time a Permanent Employee goes on Income Protection, including Long Term Disability:
- (a) that person will remain an Employee for one month for each year of service to a maximum of eighteen (18) months unless there is a reasonable expectation that the Employee will be able to return to work within a reasonable time period;
 - (b) that person's position may be filled permanently unless there is a reasonable expectation by the Employer that the Employee will be able to return to work within the time period under 15.05 (a).

15.06 Absence Due to Illness

- (a) An Employee may be required to produce a certificate from a medical practitioner for any illness or injury, certifying that the Employee was unable to carry out his duties due to such illness or injury.
- (b) All Employees shall, prior to or within thirty (30) minutes of the commencement of their scheduled shift, notify their Supervisor that they will be unable to report for work due to sickness unless the Employee is prevented from doing so by circumstances beyond their control.
- (c) Failure by an Employee to comply with the requirements of the above noted item may result in the Employee losing entitlement to pay for the absence.
- (d) Where the Employer requires an employee to obtain a medical certificate, the employer shall reimburse any cost relating to obtaining the certificate.

Sick Leave

15.07 Permanent Employees shall receive Sick Leave with pay to a maximum of 86 days on the following basis:

- (a) Permanent full-time Employees shall have their Sick Leave bank topped up by ten (10) days on each January 1st. Employees on probation shall on completing probation prior to July 1st be given ten (10) days of Sick Leave and Employees completing probation after July 1st shall receive five (5) days of Sick Leave.
- (b) Permanent Part-time Employees: the annual allotment of income protection days shall be pro-rated to the nearest point five (0.5) hour based on their regular scheduled weekly hours of work.
- (c) Employees who are absent on Long Term Disability Plan benefits or on an approved Leave of Absence on January 1st shall, on return to work, be credited with Sick Leave days in accordance with the provisions for newly hired Employees, who have completed probation.
- (d) Temporary Employees who have worked for a minimum period of five (5) months in each year shall receive a prorated annual allotment of Sick Leave days based on the expected term of their appointment to a maximum of ten (10) days per year.
- (e) The Employer shall advise each permanent Employee in writing of the amount of short-term income protection days accrued to his credit by January 31st each year.

Intermediate Term Sickness/Disability

- 15.08 Intermediate income protection is triggered when permanent Employees have exhausted all Sick Leave days.

Intermediate protection is paid at seventy-five percent (75%) of their basic salary.

Sick Leave and intermediate income protection have a combined maximum of eighty-six (86) work days at which point the employee becomes eligible to apply for Long Term Disability Plan.

This benefit will be re-established after a return to normal duties of at least thirty (30) consecutive working days in the case of a recurrence of the disability, or at least one (1) day in the case of a new disability.

- 15.09 Probationary Employees will not be eligible to receive Intermediate Term Sickness/Disability benefits until after they have successfully completed their probationary period.

Long-Term Disability

- 15.10 The Long-Term Disability Plan will apply to all permanent full-time Employees upon expiration of their Short and Intermediate Term Income Protection.

- 15.11 While on Long Term Disability, the premiums for Life Insurance, Accidental Death and Dismemberment, Dependent Life and Long-Term Disability will be waived by the carrier, and coverage for the Employer's medical plan, Alberta Health Care and the Dental Plan will be made available, provided the premium cost is shared as per Article 19.02 until termination.

ARTICLE 16 - WORKER'S COMPENSATION BENEFITS

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

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

- (a) that person will remain an Employee for one month for each year of service to a maximum of twenty-four (24) months unless there is a reasonable expectation that the Employee will be able to return to work within a reasonable time period;
- (b) that person's position will not be filled permanently until the Employee is terminated under 16.02 a);
- (c) staff assigned to the position of that Employee will only become permanent to that position at the point that Employee is terminated.

ARTICLE 17 - LONG SERVICE BENEFIT

17.01 The following conditions shall apply to permanent Employees:

- (a) Acceptance of a payout of current accrued time toward the Long Service Recognition Bonus for all permanent employees with more than five (5) years of service on December 31, 2023.
- (b) Employees eligible for payout at the date of ratification, and who terminate prior to December 31, 2023, are eligible for payout at their date of termination.
- (c) Payouts per 17.01 (a) will be paid on Pay Period 25 of 2023. For income tax purposes, payments can be held over to January 2024 and to the extent, permitted by law. Held over payments must be made by January 31, 2024 and will be paid out at 2023 rates.
- (d) In the calendar year in which an Employee reaches their tenth (10th) anniversary of service they shall be entitled to receive a cash bonus of \$500 to be payable within that year.
- (e) An Employee who reaches their fifteenth (15th), twentieth (20th), twenty-fifth (25th), thirtieth (30th), thirty-fifth (35th), fortieth (40th) and forty-fifth (45th) anniversary of service, shall be entitled to receive in either that year, or the year following that year (but not afterwards), as recognition of such service, a bonus equal to a period of one (1) week (five [5] days) time off with pay.
- (f) The implementation date for the new Long Service Recognition Bonus proposal would be January 1st, 2024.
- (g) Further to 17.01(e) Long Service entitlements will be provided as follows:
 - (i) At the time of achieving a service milestone, the Town will provide employees with five (5) days of time to be taken as an extension of vacation in the year it was awarded, or the year following, but cannot be carried over to any subsequent years.
 - (ii) Where not operationally feasible, the Town will provide a cash payout equal to five (5) days pay to be paid on the employee's anniversary date of reaching each service milestone, on the pay period immediately following.
- (h) Employees on maternity or parental leave, and who qualify for a Long Service Recognition Bonus during their leave, will be paid out the Long Service Recognition Bonus when they return to work.
- (i) Time worked by a permanent Employee Seconded to an external organization, will not count toward continuous employment for the purposes of calculating service for the Long Service Recognition Bonus.

- (j) No part of this article will apply to an Employee dismissed for just cause.

ARTICLE 18 - LEAVE OF ABSENCE

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

18.02 The Employer agrees that where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for this time so spent. The Town shall allow a maximum of four (4) Employees leave with pay for purposes of attending collective bargaining negotiations when such negotiations are held during regular working hours. The Town shall allow a grievor, and those persons necessary as witnesses, to attend a grievance hearing without loss of regular pay. No Union activity, other than grievance handling and collective bargaining negotiations as provided in this article, shall take place on Town time, nor shall such activities take place on Town property without the prior approval of the Town.

18.03 Bereavement Leave

For the purpose of this clause, a relation shall be defined as mother, father, brother, sister, wife, husband, common-law spouse, child or foster child, guardian, mother-in-law or father-in-law and grandparent of the Employee.

(a) In the event of the death of a relative, and the Department is satisfied that the request is a legitimate one, the Employee will be granted a leave of absence with pay as follows:

(i) up to but not exceeding three (3) consecutive working days

(ii) up to two (2) additional days when travel in excess of 400 km each way is necessary, with prior approval of the Department.

(b) At the discretion of the Department, leave with pay may be granted to attend funeral services only, of persons related more distantly than those listed above.

18.04 Where an Employee qualifies for income protection as per Article 15.07, bereavement or any other approved leave during their period of vacation, or holidays, there shall be no deduction from vacation or holiday credits for such absence. The period of vacation so displaced shall either be added to the vacation or holiday period or reinstated for use at a later date, at the mutual agreement of the Employee and the Department Head.

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

18.05 Personal Leave

Any permanent employee shall be allowed three (3) days of leave per year with pay. Permanent employees shall have their Personal Leave bank renewed to three (3) days on January 1st. Days must be taken in half day increments, do not roll over to the following year and will not be paid out. The employee will inform the employer when taking such leave within a reasonable time.

Leave must be considered necessary for:

- the health and wellbeing of the employee or,
- for the employee to meet their family responsibilities in relation to a family member.

18.06 General Leaves

The following leaves will be administered in accordance with the *Alberta Employment Standards Code*.

- Critical illness of child leave
- Compassionate care leave
- Death or disappearance of child leave
- Domestic violence leave
- Long-term illness and injury leave
- Leave for Citizen Ceremony
- Personal and family responsibility leave
- Reservist leave
- Maternity and Parental Leave

Upon request, a new parent shall be given either a one (1) day leave of absence with pay to attend the delivery of their child or a one (1) day leave of absence with pay to attend the release from hospital of their spouse/partner who has given birth to their child.

ARTICLE 19 - EMPLOYEE BENEFITS

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

- (a) The Town agrees to pay one hundred percent (100%) of the cost of a mutually agreeable Group Life Insurance and Accidental Death and Dismemberment Plan.
- (b) The Employees agree to pay one hundred percent (100%) of the cost of a mutually agreeable Long Term Disability Plan.

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

- (a) The Town agrees to pay eighty percent (80%) of the cost of fees on a group basis of a mutually agreed upon medical plan which shall include a Vision Care Plan and a direct billing card.
- (b) The Town agrees to pay eighty percent (80%) of the cost of Alberta Health Care fees on a group basis.
- (c) The Town shall pay eighty percent (80%) of the Dental Plan providing Employee reimbursement costs as follows:
 - Basic Services Preventative, Diagnostic, etc. - 100%
 - Option 1 Endodontic, Periodontal, & Oral Surgery - 100%
 - Option 2 Removable Prosthetics (dentures) - 50%
 - Option 3 Orthodontics (Dependent children to 21) - 50%
 - Option 4 Major Restorative - 50%

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

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

ARTICLE 20 - WORKING CONDITIONS

20.01 Health and Safety

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

- (b) The parties agree that safety regulations are necessary and conformance with such regulations shall be a condition of employment.
- (c) An Occupational Health and Safety Committee shall be established in accordance with Alberta Occupational Health and Safety Code. All issues and concerns for health and safety will be directed to the Joint Occupational Health & Safety Committee that is comprised of Management and Union members. Members of the committee designated as Union members shall be selected by the Union. The Union fully supports their members to actively participate on the Joint Occupational Health & Safety Committee.
- (d) The Joint Chairpersons shall cause the names of the Committee members to be posted on the Employer's bulletin board and will distribute minutes to all members and post same.

20.02 (a) Personal Protective Equipment, as required by the Employer, excepting protective footwear and winter coveralls, will be issued to Employees by the Town at the Employer's expense. Equipment which is non-functional due to normal wear and tear or an accident will be replaced on an "old for new" return basis.

(b) Permanent Employees will receive a contribution toward the purchase of C.S.A. approved protective footwear will be made to a maximum of \$300 per two (2) calendar years for the purchase of one (1) pair of CSA protective footwear to be reimbursed upon submission of proof of purchase to the Employer.

(c) The Employer will supply a Reflective Winter Coat approved by the Joint Occupational Health and Safety Committee. Reflective winter coats which are non-functional due to normal wear and tear or an accident will be replaced on an "old for new" return basis.

ARTICLE 21 - REMUNERATION

21.01 Classification of Wages - Appendix 'A'

Employees shall be paid in accordance with the wages and classifications listed in Appendix 'A'.

21.02 Overtime

(a) Subject to subsection 12.02 and 21.02 (b), all time worked over eight (8) hours per day or forty (40) hours per week shall be considered as overtime.

(b) In the case of an Employee scheduled to work a compressed work week, all time worked over ten (10) hours per day or eighty (80) hours per fourteen (14) days shall be considered as overtime.

(c) All overtime shall be paid for at the rate of time and one-half (1½).

- (d) Any overtime worked on a General Holiday shall be paid for at the rate of time and one-half (1½X) for all hours worked plus straight time for the General Holiday.
- (e) No overtime will be paid unless prior approval was received from the Employee's Supervisor.
- (f) No Employee shall be required to take time off in lieu of overtime except where Management and the Employee have reached mutual agreement on the taking of lieu time off. Lieu time off shall be at the appropriate overtime rate.
- (g) After 12 hours of work, Employees shall be entitled to a one half (1/2) hour paid break. Such paid break to be taken during the 5th hour of overtime at the discretion of the Manager.

21.03 Call-Out

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

21.04 Stand-By Duty

Any Employee who is required by Management for Stand-By Duty shall be paid \$50.00 per day.

An Employee being called out while on Stand-By Duty shall be paid at time and one-half (1½) for all hours worked.

21.05 Temporary Assignment

(a) Senior Work

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

(b) On-The-Job Training

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

21.06 Inclement Weather Reporting Time

- (a) In the event of being sent home due to inclement weather, any Employee who reports for work shall be paid a minimum of two (2) hours straight time, even if sent home by the Lead.
- (b) If an Employee works two (2) or more hours in any half-day and is then sent home because of inclement weather, they shall receive a minimum of three (3) hours straight time pay.
- (c) No payment shall be made if an Employee does not report to their foreman as ready and available for work.

21.07 Tool Allowance

A basic kit must be maintained as prescribed by the Town from time to time. The Chief mechanic/welder, the assistant mechanic and the mechanic's helper will be expected to maintain the basic kit and are also required to maintain sufficient numbers and types of tools to perform the daily tasks associated with the work at hand in the Town of Drumheller.

As an allowance for these tools:

- The Chief Mechanic/Welder shall receive \$1,000.00/year;
- The Assistant Mechanic shall receive \$600.00/year;
- The Mechanic's Helper shall receive \$300.00/year.

21.08 Pay Day

The Employer shall pay the Employees bi-weekly for services performed up to and including the seventh (7th) calendar day prior to pay day.

21.09 Premiums

- (a) A one dollar and fifty cent (\$1.50) per hour shift premium shall be paid for all hours of a shift (other than overtime) that fall between 6:00 p.m. to 6:00 a.m.
- (b) Employees, with the exception of Plant Operations Employees, working in direct contact with raw sewage, shall receive a premium of (\$1.25) per hour while so employed.
- (c) Employees engaged in pesticide and herbicide spraying shall receive a premium of (\$1.25) per hour while so employed.

ARTICLE 22 - WARNING NOTICES AND DISCIPLINE

- 22.01 The Town may give an Employee a written warning notice for any discipline. The Employee will have the right to have a Union Representative present during any disciplinary meeting. An Employee may be discharged, suspended or otherwise disciplined for just cause, and the Employee and the Union shall be notified concurrently thereof in writing.
- 22.02 Any unjust discharge, suspension or other discipline in the opinion of the affected Employee may be the subject of a grievance and proceeded in accordance with the grievance procedure of this agreement. Where an Employee has been dismissed, the first two steps of the grievance procedure shall be omitted and the grievance shall commence at step three.
- 22.03 Past warning notices and discipline imposed against an Employee shall be deemed void after a period of twenty-four (24) months without further discipline issues and shall be removed from their file unless further discipline incidents occur.
- 22.04 Within three (3) working days' notice, an Employee has the right to view their personnel file in the presence of the Employer.

ARTICLE 23 - GRIEVANCE PROCEDURE

- 23.01 A grievance is defined as any difference arising out of the interpretation, application or alleged violation of this Agreement.
- 23.02 The time limits specified in this grievance procedure shall not include Saturdays, Sundays and General Holidays. Time is of the essence, although the time limits may be extended by the consent of both parties in writing.
- 23.03 The grievor shall be present at each step of grievance procedure and may request the aid of a Union Representative at Step 2 and beyond.
- 23.04 The purpose of the grievance provisions is to ensure that any grievance is processed in an expeditious manner; therefore, compliance with the provisions of the grievance procedure is mandatory. If the Employer fails to comply with the provision, the grievance may be processed to the next step by the grievor or the Union. If the grievor or the Union fails to comply with the provisions the grievance shall be considered abandoned. An abandoned grievance will not prejudice Employees in any future grievance of a similar nature.
- 23.05 All grievances shall be in writing, and must include a statement of the following:
- (a) The name(s) of the aggrieved;
 - (b) The nature of the grievance and the circumstances out of which it arose;

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

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

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

Step 1

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

Step 2

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

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

Step 3

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

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

23.08 Suspension Pending Investigation

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

ARTICLE 24 - ARBITRATION

- 24.01 Any grievance that has been processed through all steps of the Grievance Procedure and is in accordance with the time limits specified (unless time limit changes were agreed to in writing), may be referred by either party to arbitration within ten (10) working days (not including Saturdays, Sundays or General Holidays) of the Step 3 decision by notifying the other party in writing of its desire to arbitrate.
- 24.02 Within ten (10) working days (not including Saturdays, Sundays or General Holidays), the parties will communicate for the purpose of selecting a single arbitrator. Upon failure to agree on the selection of an arbitrator, the matter shall be referred to the Director of Mediation Services with the request to appoint an arbitrator.
- 24.03 The arbitrator shall hear and determine the difference and shall issue an Award in writing. The decision of the arbitrator is final and binding upon the parties and upon any Employee affected by it.
- 24.04 The cost of the services of the arbitrator and other incidental costs related directly to the arbitration proceedings shall be borne equally by both parties.
- 24.06 The Arbitrator:
- (a) Shall not have power to alter or amend any provision of the collective agreement, or to substitute any provision or to give any decision inconsistent with the terms of this Agreement;
 - (b) Shall have jurisdictions to determine whether the grievance presents an arbitrable issue;
 - (c) Is limited in its jurisdiction to dealing only with the matters specifically raised in the grievance.
- 24.07 The parties may mutually agree to utilize other forms of dispute resolution provided Terms of Reference are drafted and mutually agreed.
- 24.08 Three Party Board:
- A three (3) party board of arbitration may be convened at either party's request. It is agreed that the application of such shall be invoked reasonably. Should the parties agree, then:
- (a) within ten (10) working days (not including Saturdays, Sundays or General Holidays), the party receiving the above notice shall notify the other party and the other party's appointee to the Board, of its appointee to the Board.

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

ARTICLE 25 - CLASSIFICATION

- 25.01 The establishment and maintenance of a classification plan covering Employees within the scope of this Agreement shall be the responsibility of the Town. The Town may develop classification specifications in accordance with the classification plan and shall provide specifications to the Union as they become available.
- 25.02 Where the Town creates a new classification which is not included in this Agreement, or where the duties of an existing classification are substantially altered so as to change the nature of the work being performed, the rate of pay shall be subject to negotiations between the Town and the Union. If the parties are unable to agree on the rate of pay for the classification in question, the dispute shall be submitted to the Grievance and Arbitration Procedure at Step 3 of the grievance procedure. The final rate of pay as agreed upon or as determined by an Arbitration Board shall be retroactive to the date of appointment to the new classification.

ARTICLE 26 - NO LOCK-OUT, NO STRIKE

- 26.01 During the life of this Agreement, there shall be no illegal strikes or illegal sanctions taken by the Union or its members against the Employer, nor shall there be any illegal lock-outs or illegal sanctions taken by the Employer against the Union or its members.
- 26.02 In the event that any Employees of the Employer, other than those covered by this Agreement, engage in a strike, or where the Employees in a labour dispute engage in a strike and maintain picket lines, the Town, where possible, shall use managerial staff to cross such picket lines, but in no event shall any Union Employee be entitled to be absent from work or be excused from performing the normal and usual functions of their job.

ARTICLE 27 - TERM OF AGREEMENT

- 27.01 This Agreement shall be in full force and effect from January 1, 2023 up to and including December 31, 2025 and shall continue from year to year thereafter unless notification of desire to amend or terminate be given by either party.

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

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

ARTICLE 28 - GENDER – NEUTRAL LANGUAGE

28.01 Where the singular is used in this Agreement, this shall be construed as plural. Gender references will be replaced with “the Employee” to ensure inclusivity.

ARTICLE 29 - NOTIFICATION

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

ARTICLE 30 - DISCRIMINATION

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

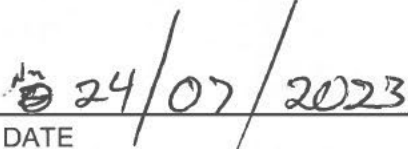
ARTICLE 31 - CORRESPONDENCE

31.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the office of the Manager of Human Resources or designate of the Town of Drumheller and the Local President and Recording Secretary of the Union.

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

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 135

SIGNED ON BEHALF OF THE TOWN
OF DRUMHELLER


DATE


DATE

APPENDIX "A" - WAGE SCHEDULE

	January 1, 2023	January 1, 2024	January 1, 2025
LABOUR	3%	3%	3%
Student Labourer	\$20.73	\$21.36	\$22.00
Labourer	\$21.65	\$22.30	\$22.97
Labourer 2	\$27.79	\$28.62	\$29.48
Labourer 3	\$28.88	\$29.75	\$30.64
EQUIPMENT			
Equipment Operator	\$30.47	\$31.38	\$32.32
Equipment Operator 2	\$31.94	\$32.90	\$33.89
Equipment Operator 3	\$33.37	\$34.37	\$35.40
TRADES			
Mechanic Helper	\$27.79	\$28.62	\$29.48
Mechanic	\$35.28	\$36.34	\$37.43
Mechanic Lead	\$41.40	\$42.64	\$43.92
FACILITIES			
Facility Operator (Training)	\$27.79	\$28.62	\$29.48
Facility Operator	\$29.05	\$29.92	\$30.81
Facility Maintenance Worker	\$30.17	\$31.07	\$32.01
Facilities Lead	\$41.40	\$42.64	\$43.92
Utility Worker	\$33.87	\$34.88	\$35.93
PARKS			
Gardener	\$30.47	\$31.38	\$32.32
Parks Lead	\$41.40	\$42.64	\$43.92
PLANT OPERATIONS			
Operator (Student)	\$30.17	\$31.07	\$32.01
Operator in Training	\$36.55	\$37.65	\$38.78
Plant Operator	\$38.45	\$39.60	\$40.79
Plant Operator Assistant Lead	\$40.41	\$41.62	\$42.87
Plant Operator Lead	\$41.66	\$42.91	\$44.20
UTILITIES AND ROADS			
Surface Lead	\$41.40	\$42.64	\$43.92
Underground Lead	\$41.40	\$42.64	\$43.92

Wages:

1st year – 3%

2nd year – 3%

3rd year – 3%

Retroactive to January 1, 2023, increase payable January 1 of each year.

LETTER OF UNDERSTANDING
between
THE TOWN OF DRUMHELLER
(hereinafter called the "Town")
and
CUPE LOCAL 135
(hereinafter called the "Union")

RE: FEDERAL INMATES MAINTENANCE PROGRAM

During the 2023 negotiations for a renewal Collective Agreement, the parties agreed to the Federal Inmate Employment program limited to the following circumstances:

1. Continuation of the Trail Development and Maintenance Program limited to the Drumheller Trail System's physical footprint and to ten (10) feet onto adjacent property on either side of the Trail system's physical footprint; including all future trail development.
2. Petro Canada Park (aka Munchie Park)
3. Execution of work to remedy a deficiency under Bylaws on behalf of Municipal Enforcement
4. Clean-up of derelict sites and facilities;
5. Other projects upon explicit written agreement between the Union and the Town.

The Parties reserve the right to dissolve the LOU with 90 days written notice should there be a breach of the LOU.

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 135**

**SIGNED ON BEHALF OF THE TOWN
OF DRUMHELLER**

DATE

24/07/2023

DATE

July 24/23

LETTER OF UNDERSTANDING
between
THE TOWN OF DRUMHELLER
(hereinafter called the “Town”)
and
CUPE LOCAL 135
(hereinafter called the “Union”)

RE: HOURS OF WORK AVERAGING AGREEMENT (HWAA) & FLEXIBLE AVERAGING AGREEMENT (FAA)

During Collective Bargaining, the parties recognized the efficacy of establishing a method in which Hours of Work Averaging Agreements (HWAA) and Flexible Averaging Agreements (FAA) are negotiated. The Parties agree that the following method of negotiating and implementing HWAA's and FAAs will be adhered to for the life of the Collective Agreement.

In the event of a change to the *Alberta Employment Standards Code (AESC)* during the life of this Collective Agreement, HWAA's and FAAs negotiated prior to such change shall continue until the expiry of the Collective Agreement at which time the HWAA's and FAAs shall become null and void.

In the event of a change to the *AESC* during the life of this Agreement any new HWAA's and FAAs shall, after the date of change, be negotiated as per the new terms of the *AESC*.

METHOD OF NEGOTIATION AND IMPLEMENTATION:

Hours of work averaging agreements (HWAA) shall be negotiated between the Union on behalf of groups of Employees and the Employer. Any negotiated HWAA must be accepted by the majority of Employees in the affected group in a vote as conducted by the Union.

Flexible Averaging Agreements (FAA) are to be negotiated between the Union on the behalf of an individual Employee and the Employer and acceptance of the Agreement is voluntary on the part of the Employee.

HWAA's and FAAs may be entered into at the request of the Employer or Union and must be in writing and include the following:

- Start date of agreement:
- End date of agreement: Life of current Collective Agreement
- Number of weeks the hours averaged over: No greater than 6 months
- Hours per day: No greater than 12 hours
- General Holiday Pay: As per *Employment Standards Code*
- Vacation: Prorated to Length of Day
- Approved paid absences: Prorated to Length of Day
- Overtime pay: 1.5 x Employees hourly rate of pay
- Notice to amend HWAA Agreement: Thirty Days' Notice by either of parties

HWAA & FAA - Additional Information

Ratification & Notice of Agreement

Affected Employees shall be provided with a copy of the agreement, whether it's an individual or group agreement, as soon as possible. However, before the commencement of the Agreement the following must occur:

- A vote accepting the HWAA shall be conducted by the Union and the majority of affected members accept the HWAA
- In the case of an FAA after the Union confirms with the individual member that they accept the FAA.
- A copy must be posted on the Employer's website and in the workplace where it can be seen by affected Employees (for group agreements)
- In the case of FAAs, provide a copy to each Employee who is affected by the Agreement
- Provide a copy to the Union

These requirements also apply when HWAA's/FAAs are amended as a copy must be provided before the amendments come into effect.

Hours of work

The averaging agreement must specify only one work schedule that applies to the Employee or Employees bound by it. An Employee's work schedule must be provided in advance.

Change in work schedule

A temporary change to the work schedule established by a HWAA or FAA that was not requested by the Employee, shall require 2 weeks' notice. If a change is made with less than 2 weeks' notice, any hours worked in excess of 8 hours in a workday that were not in the previous schedule are calculated as overtime hours.

Exceptions exist if the change was made because

- an accident occurs
- urgent work is necessary
- an unforeseen or unpreventable circumstance occurs

Overtime

Article 21.02 of the Collective Agreement applies in the case of overtime.

Overtime is calculated on a daily and averaging period basis. Overtime is calculated on the greater of hours worked in excess of:

- 8 hours a day (if scheduled for less than 8 hours) or daily scheduled hours (if 8 or more hours were scheduled)
- 40 hours a week (in a 1-week averaging period) or an average of 40 hours a week (in a multi-week averaging period)

When overtime is payable

Overtime is payable as daily overtime or averaging period overtime and will be paid on the next pay period.

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 135**

**SIGNED ON BEHALF OF THE TOWN
OF DRUMHELLER**

DATE 24/07/2023

DATE July 24/23