

COLLECTIVE AGREEMENT

BETWEEN

CUPE / *Canadian Union
of Public Employees*
LOCAL 4604

AND



THE TOWN OF DRUMHELLER

January 1, 2023 to December 31, 2025



Canadian Office &
Professional Employees
:ap/COPE 491

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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 4604
hereinafter referred to as "the Union or Employee"

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - UNION

- 2.01 The Employer recognizes, under the terms of the certification granted under the Alberta Labour Relations Code, Local 4604 of the Canadian Union of Public Employees as the sole and exclusive bargaining agent for a unit of Employees of the Town of Drumheller, described as all Employees except firefighters and those covered by Certificate No. 96-98.
- 2.02 The Employer agrees that persons outside the scope of the Union shall not perform the work of the Union except to the extent that such activities are ancillary to their managerial duties and in cases of emergency, training or lack of Union staff being reasonably available at the time.
- 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 shall be subject to the deduction of Union dues in accordance with the Rand formula.

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

ARTICLE 4 - LABOUR/MANAGEMENT COMMITTEE

- 4.01 In order to promote harmony and efficiency within Town operations, the Town will recognize a Labour/Management Committee.
- 4.02 The composition of the committee will be three (3) Union Employees elected or appointed 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; and
 - (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 Office of the Town in writing.
- 4.05 Deliberations and any recommendations of the Labour/Management Committee shall be without prejudice to the Town, its Management Staff, the Union, or any member of the Committee.
- 4.06 The Committee shall meet in the second week of every calendar quarter unless otherwise mutually agreed by the Town and the Union. The Committee may meet at other times on request and with the agreement of both parties.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union recognizes and agrees that it is the exclusive right of the Town to exercise all of the usual and customary rights of management in a fair and reasonable manner. 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

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 specified duration.
- (d) 'Seasonal' position is a position established for Seasonal work for a specified duration such as 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 positions 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 such as Summer Student.

- (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) 'Casual' Employees who have not worked within a 90-day 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 90 days.

ARTICLE 7 - PROBATIONARY PERIOD

7.01 All newly hired Full-time Employees selected for a permanent position within the scope of this Agreement shall be required to serve a six (6) month probationary period. Part-time Employees selected for a permanent position shall be required to serve a probationary period of one thousand (1,000) working hours.

A Temporary, Seasonal, or Casual Employee who is awarded a permanent position in the same job shall be considered to have served the probationary period upon the completion of one thousand (1,000) working hours.

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, for Full-time Employees or five hundred (500) hours for Part-time Employees, providing proper and sufficient reasons in writing to the Employee with a copy provided to the Union no later than five (5) months' time served.

However, all 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.

For purpose of this Article, the probationary hours do not include overtime.

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

ARTICLE 8 - TRANSFERS, PROMOTIONS & APPOINTMENTS

- 8.01 A transfer means a lateral move to a different position at the same rate of pay.
- 8.02 (a) 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).
- (b) An Employee who successfully competes for a position within the bargaining unit in a higher pay classification, shall be placed at the step in the higher classification wage grid that is closest to their pay level prior to transfer, promotion or appointment and is an increase to the Employee's wage.
- (c) An Employee who has completed their probationary period and successfully competes for a position within the bargaining unit in a lower but similar job classification shall be placed at the step in the lower classification grid that is closest to their level of pay prior to transfer or appointment.
- 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 their 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 permanent position becomes vacant, or any new permanent or temporary position is created within the bargaining unit and Management decides to fill the position:
- (a) for 12 weeks or more, then the vacancy shall be posted on a service-wide basis including via email or electronic format for a period of five (5) working days, and the Union shall be notified in writing. Such posting shall indicate the nature of the position, qualifications (consistent with the position classification), shift, wage and salary rate.
- (b) for less than 12 weeks, the Employer may fill the vacancy without posting with the vacant position advertised no later than the sixth (6th) week.
- (c) The Employer reserves the right to concurrently advertise a job externally if no qualified applicants are anticipated from within the bargaining unit. The Employer will consider applicants within the bargaining unit using the criteria set out in Article 8.06 prior to considering external applicants.

- 8.06 In making promotions, permanent transfers and demotions, the determining factors shall be the knowledge, ability, performance and skills and other relevant attributes, and where these factors are deemed by the Town to be relatively equal, seniority shall be the deciding factor. The Employer shall not establish qualifications in an unfair manner.
- 8.07 All permanent transfers and promotions shall be subject to a trial period. The transferred or promoted Employee will be given a trial period of six (6) months or such shorter time as the Employer considers suitable in the circumstances in which to demonstrate the Employee's ability to perform the new task satisfactorily. Should such Employee fail to succeed during the above-mentioned trial period, the Town shall direct the Employee to return to the Employee's former position and rate of pay without loss of seniority. Should an Employee wish to return to their former position, they may do so within the first 60 days and thereafter for the remainder of the trial period at the discretion of the Town.
- (a) New Permanent Employees must successfully complete the probationary period for their current position to be eligible to apply for a different position.
- 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, the Employee's rate will be adjusted immediately to the rate of the position to which they are transferred.
- 8.09 The Town may transfer Employees from one job to another on a temporary basis.
- 8.10 The Union shall be advised in writing of all permanent full-time staff changes, i.e. transfers, promotions, terminations and lay-offs.

ARTICLE 9 - SENIORITY

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

9.02 Seniority List

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

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

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

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

- (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) They have terminated their employment by being absent from work in excess of three (3) days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- (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; and
- (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 he would have earned during the notice period.

ARTICLE 11 - HOURS OF WORK

11.01 The normal hours of work for full-time Employees shall be seven and one half (7½) hours with an unpaid meal break of one (1) hour.

11.02 The Town may establish other regular hours of work and shifts where the Town deems it to be in the best interest of operating its business. Where the Town establishes other 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 hours of work and shifts may include the establishment of a work averaging arrangement as per the *Alberta Employment Standards Code*.

11.03 For Employees in the BCF and AQUAPLEX Facilities, the following shall apply:

- (a) The scheduled hours of work in a compressed work week arrangement shall not exceed eleven (11) hours per day, not including one unpaid meal break, or one hundred and twenty (120) hours per twenty-one (21) day period.
- (b) The minimum hours in any one shift shall not be less than three (3) hours.
- (c) There shall be a minimum of eight (8) hours of rest between shifts. Employees who are required to work in emergencies and other situations without an eight (8) hour rest period between shifts will be paid at the applicable overtime rate for hours not originally scheduled.
- (d) There will be a lifeguard and a qualified aquatic staff member on duty at all times in the AQUAPLEX. The Employer will follow the National Public Pool Safety Standards as set by the Lifesaving Society.
- (e) The Employer will post shift schedules seven (7) calendar days in advance, showing each Employee's next scheduled days of work and scheduled days of rest.

11.04 A Rest Period of fifteen (15) minutes in each half of a full shift will be permitted.

- 11.05 (a) A one dollar and fifty cents (\$1.50) per hour differential shift premium shall be paid for all hours of a shift (other than overtime) that fall between 6:00 PM to 11:59 PM.
- (b) A two dollar (\$2.00) per hour shift premium shall be paid for all hours of a shift (other than overtime) that fall between 12:00 AM and 6:00 AM.

ARTICLE 12 - ANNUAL VACATION

12.01 Length of Vacation

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

- after one (1) year of continuous service: 3 weeks;
- after seven (7) years of continuous service: 4 weeks;
- after fifteen (15) years of continuous service: 5 weeks;
- after twenty-one (21) years of continuous service: 6 weeks

Notwithstanding the foregoing, such Employees shall be eligible to take their earned vacation after only six (6) months of service.

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

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

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

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

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

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

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

12.08 Temporary/Seasonal and Casual Employees will be paid 6% vacation pay in lieu of vacation time.

ARTICLE 13 - GENERAL HOLIDAYS

13.01 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 |

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

13.02 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 General Holiday when the Employee is scheduled or required to do so.

13.03 Eligible Employees who are not scheduled to 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.

13.04 Eligible Employees who work on a General Holiday shall be paid their average daily wage plus General Holiday pay of one and one-half (1½) times the Employee's wage rate for each hour worked. Alternatively, Employees can choose to be paid General Holiday pay of one and one-half (1½) times their wage rate for each hour worked and receive one paid day off to be taken at a mutually agreed upon time.

13.05 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.

13.06 All Casual and Temporary/Seasonal Employees shall be paid Holiday Pay in accordance with the regulations of the *Alberta Employment Standards Code*.

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

ARTICLE 14 - INCOME PROTECTION FOR ILLNESS AND DISABILITY

General

- 14.01 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.
- 14.02 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 Workers' Compensation Act.
- 14.03 (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.
- 14.04 While on Short Term or Intermediate Term Income Protection, benefits will be provided according to Sections 18.01 and 18.02.
- 14.05 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 14.05 (a).

14.06 Absence Due to Illness

- (a) When the Employer has good and reasonable cause, an Employee may be required to produce a certificate from a medical practitioner, for any illness or injury not covered by Workers' Compensation, certifying that the Employee was unable to carry out their duties due to such illness or injury. Notwithstanding the above, Employees must provide a certificate from a medical practitioner for medical absences of more than 3 consecutive days.
- (b) When the Employer has good and reasonable cause, the Employer may require an Employee to submit to a medical examination as follows:
 - (i) The Employer will be responsible for all reasonable costs associated with the examination
 - (ii) The Employer will provide the Employee with a list of three recognized medical practitioners to choose from to perform the requested medical examination.
- (c) 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.
- (d) Failure of an Employee to comply with the requirements of the above noted item may result in the Employee losing entitlement to pay for the absence.

Short Term Income Protection

14.07 Permanent Employees shall receive income protection days with pay to a maximum of 86 work days on the following basis:

- (a) Permanent full-time Employees shall have their Sick Leave bank topped up by 10 days on each January 1st. Employees on probation shall on completing probation prior to July 1st be given 10 days of Sick Leave and Employees completing probation after July 1st shall receive 5 days of Sick Leave.
- (b) Permanent part-time Employees, the annual allotment of income protection days shall be pro-rated to the nearest 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 of a consecutive three (3) year period shall receive a pro-rated annual allotment of Sick Leave days based on the expected term of their appointment to a maximum of 10 days per year.
- (e) The Employer shall advise each permanent Employee in writing of the amount of short-term Sick Leave days accrued to their credit by January 31st each year.

Intermediate Term Sickness/Disability

- 14.08 When permanent Employees have exhausted all short term income protection days, they will be eligible for seventy-five per cent (75%) of their basic salary during necessary absences due to sickness or disability, to a maximum of 86 work days, the elimination period set forth in the Town's 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.
- 14.09 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

- 14.10 The Long-Term Disability Plan will apply to all permanent full-time Employees upon expiration of their Short and Intermediate Term Income Protection.
- 14.11 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 18.02 until termination.

ARTICLE 15 - WORKER'S COMPENSATION BENEFITS

- 15.01 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, they shall receive such compensation as provided by the Workers' Compensation Board. This compensation will be paid to the Employee by the Worker's Compensation Board.
- 15.02 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 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 Article 15.02 (a).

ARTICLE 16 - LONG SERVICE RECOGNITION BONUS

16.01 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 Article 16.01 (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 Article 16.01 (d), 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 17 - LEAVES OF ABSENCE

17.01 Union Leave

- (a) When it is necessary for an Employee to make application for leave of absence to perform duties of any office in their Local Union, or of the parent Union, such request shall have priority over all other applications. The applications must be made in writing to the Town's Chief Administrative Officer and if refused, the matter may be referred to arbitration as set out herein. During the absence of any Employee on special work of this nature, such Employee shall retain seniority rights in their department.
- (b) The Employer agrees that where permission has been granted by the Employer to Representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for this time so spent. The Town shall allow a maximum of three (3) Employees leave with pay for purposes of attending collective bargaining negotiations when such negotiations are held during regular working hours. The Town shall allow a grievor, and those persons necessary as witnesses, to attend a grievance hearing without loss of regular pay. No Union activity, other than grievance handling and collective bargaining negotiations as provided in this article, shall take place on Town time, nor shall such activities take place on Town property without the prior approval of the Town.

17.02 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 four (4) 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.

17.03 Where a permanent Employee qualifies for income protection leave, 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.

17.04 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 by three (3) days on January 1st. Days must be taken in full 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.

17.05 General Leave

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 Citizenship Ceremony
- Personal and Family Responsibility Leave
- Reservist Leave
- Maternity and Parental Leave

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

17.06 Maternity, Parental and Adoption Leave

- (a) A pregnant Employee, new parent and/or adoptive parents will be granted maternity/parental leave without pay provided that the Employee has been employed by the Employer for a period of at least ninety (90) days.

- (b) Maternity leave for a birth mother shall cover a period of up to seventy-eight (78) weeks made up of sixteen (16) weeks maternity leave and sixty-two (62) weeks of parental leave, provided that not less than six (6) weeks of the leave immediately follows the date of delivery, unless otherwise agreed in writing. Parental leave shall cover a period of not more than sixty-two (62) consecutive weeks within seventy-eight (78) weeks after the child's birth or adoption. Parental leave can be shared between Employees, as parents of the same child, but no more than one of the Employees can be off work at a time.
- (c) A pregnant Employee or a parental leave request shall give the Employer at least six (6) weeks' notice in writing of the day on which the maternity/parental leave is to commence. The Employer may require a medical certificate certifying that the Employee is pregnant and giving the estimated date of delivery.
- (d) An Employee who wishes to resume employment on the expiration of their maternity/parental leave shall give the Employer four (4) weeks' notice in writing of the day on which they intend to resume employment, in which event the Employer will reinstate them to the position they occupied when their maternity leave commenced or a comparable position with the earnings or other benefits at least equal to those received when the leave began.

17.07 Compassionate Care Leave

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

17.08 Jury/Witness Duty

The Employer will grant leave of absence with pay and without loss of seniority or benefits to an Employee who is required by law to serve as a juror or appear as a witness when subpoenaed in any court of law. The Employer shall pay such Employee the difference of their normal earnings and the payment they would receive for service as a juror or witness excluding payment for travelling, meals or other expenses upon the Employee presenting proof of service and the amount of pay received.

17.09 Unpaid Leave of Absence

Employees on the active payroll may apply for an Unpaid Leave of Absence. All requests for unpaid leave are deemed to be for personal reasons and may or may not be granted in the sole discretion of the Department Head or Chief Administrative Officer, as appropriate and in accordance with the Employer's established policy.

- 17.10 (a) Employee benefits are discontinued for the duration of any Leave of Absence in excess of one (1) month, unless specified otherwise herein.

- (b) If permitted and approved by the benefits provider, Employees may make appropriate arrangements, in advance, wherever possible to maintain insured health and medical benefits by prepaying the necessary premiums, including the Employer's share, prior to the commencement of a leave in excess of one (1) month.

ARTICLE 18 - EMPLOYEE BENEFITS

18.01 All Permanent 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.

18.02 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%

18.03 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 19 - WORKING CONDITIONS

19.01 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) A Joint 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 and 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.

19.02 Contribution toward the purchase of protective footwear approved by the Joint Occupational Health and Safety Committee will be made to a maximum of two hundred (\$200.00) dollars per calendar year by the Employer on a fifty percent (50%) Employer, fifty percent (50%) Employee basis. Temporary Employees shall be restricted to one pair of protective footwear per year which shall be authorized by the Employer in advance.

ARTICLE 20 - REMUNERATION

20.01 Classification of Wages – Schedule A

Employees shall be paid in accordance with the wages and classifications listed in Schedule "A".

20.02 Overtime

- (a) Subject to subsection 11.02 and 20.02 (b), where an Employee's normal hours are seven and one half (7.5) hours per day or thirty-seven or one-half (37.5) hours per week all time worked over this period shall be considered overtime. Where an Employee's normal hours are eight (8) hours per day or forty (40) hours per week all time worked over this period shall be considered as overtime.

- (b) In the case of an Employee scheduled to work a compressed work week, all time worked over regularly scheduled shifts of eight (8) hours, ten (10) hours, or eleven (11) hours per day or one hundred and twenty (120) hours per twenty-one (21) days shall be considered as overtime. Overtime shall be calculated bi-weekly.
- (c) All overtime shall be paid for at the rate of time and one-half (1½).
- (d) Any overtime worked on a Statutory Holiday shall be paid for at the rate of time and one-half (1½x) for all hours worked plus straight time for the Statutory Holiday.
- (e) In the event of an Employee being called upon to work their days off, they shall be paid time and one-half (1½) for all hours so worked as outlined in 20.02 (a) & (b).
- (f) No overtime will be paid unless prior approval was received from the Employee's Supervisor.
- (g) Banked Overtime

Instead of cash payment for overtime, an Employee may choose to receive time off in lieu at the wage rate it was earned, at a time mutually agreed upon by the Employee and Employer. If such time cannot be mutually agreed upon, the Employee shall be paid for the overtime at the wage rate it was earned. Banked overtime may not be carried into the next calendar year and the maximum number of hours that may be taken in a calendar year as time off is 50 hours. All other overtime hours shall be taken as pay.

Notwithstanding the foregoing, in the event that Town Employees are required to respond to a public emergency, and where the Town is able to recover payment for this service, Employees must take overtime as payment.

- (h) After eight (8) regular hours of work and four (4) hours of overtime, Employees shall be entitled to a one half (½) hour paid break. Such paid break to be taken during the 5th hour of overtime at the discretion of the Supervisor.

20.03 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.

20.04 Stand-By Duty

Any Employee who is required by Management for Stand-By Duty shall be paid \$40.00 per day.

As a result of an Employee being called out while on Stand-By Duty they shall be paid at time and one-half (1½) for all hours worked.

20.05 Temporary Assignment

(a) Senior Work

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

(b) On-The-Job Training

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

20.06 Pay Day

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

ARTICLE 21 - WARNING NOTICES AND DISCIPLINE

- 21.01 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.
- 21.02 Any unjust discharge, suspension or other discipline in the opinion of the affected Employee may be the subject of a grievance in accordance with the grievance procedure of this agreement. Where an Employee has been dismissed, the first two steps of the grievance procedure shall be omitted and the grievance shall commence at step three.
- 21.03 Past warning notices and discipline imposed against an Employee shall be deemed void after a period of twenty-four (24) months and shall be removed from their file.
- 21.04 Within one (1) working days' notice, an Employee has the right to view their personnel file in the presence of the Employer.

ARTICLE 22 - GRIEVANCE PROCEDURE

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

- 22.02 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.
- 22.03 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.
- 22.04 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.
- 22.05 Except for Step 1, the grievance 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; and
 - (d) The remedy or correction the Employer is requested to make.
- 22.06 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 their 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 ten (10) days with the decision of the Chief Administrative Officer being rendered in writing within ten (10) days following said meeting.

Step 4

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

22.07 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.

22.08 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 23 - ARBITRATION

23.01 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.

23.02 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.

23.03 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.

23.04 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.

23.05 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.

23.06 The parties may mutually agree to utilize other forms of dispute resolution provided Terms of Reference are drafted and mutually agreed.

ARTICLE 24 - CLASSIFICATION

24.01 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.

24.02 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 25 - NO LOCK-OUT, NO STRIKE

25.01 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 lockouts or illegal sanctions taken by the Employer against the Union or its members.

25.02 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 26 - TERM OF AGREEMENT

- 26.01 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.
- 26.02 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.
- 26.03 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 27 - GENDER – NEUTRAL LANGUAGE

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

ARTICLE 28 - CORRESPONDENCE

- 28.01 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.
- 28.02 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 29 - NO DISCRIMINATION

- 29.01 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 or any provisions covered by the *Alberta Human Rights Act* except to the extent permitted by law.

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

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

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

SCHEDULE A - CLASSIFICATION OF WAGES

	January 1, 2023				January 1, 2024					January 1, 2025				
	3%				2.75%					2.75%				
	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4	Step 5 (5%)	Step 1	Step 2	Step 3	Step 4	Step 5 (5%)
Bylaw Enforcement														
Bylaw Officer	24.36	27.37	30.37	33.39	25.03	28.12	31.21	34.31	36.03	25.72	28.89	32.07	35.25	37.02
Peace Officer	33.91	36.51	39.64	42.78	34.84	37.52	40.73	43.95	46.15	35.80	38.55	41.86	45.16	47.42
BCF and Aquaplex														
Cashier/Waterslide Attendant	16.87	17.79	18.73	19.65	17.34	18.28	19.24	20.19	21.20	17.81	18.78	19.77	20.75	21.79
Lifeguard or Instructor	17.38	18.30	19.25	20.17	17.85	18.81	19.78	20.72	21.76	18.34	19.32	20.32	21.29	22.36
Lifeguard/Instructor or Fitness Instructor	20.23	21.33	22.41	23.49	20.79	21.92	23.03	24.14	25.35	21.36	22.52	23.66	24.80	26.04
Shift Supervisor I	24.42	25.84	27.22	28.66	25.09	26.55	27.97	29.45	30.93	25.78	27.28	28.74	30.26	31.78
Shift Supervisor II	26.37	27.80	29.21	30.64	27.09	28.56	30.01	31.49	33.06	27.84	29.35	30.84	32.35	33.97
Activity Specialist	17.38	18.30	19.25	20.17	17.85	18.81	19.78	20.72	21.76	18.34	19.32	20.32	21.29	22.36
Program Specialist	20.23	21.33	22.41	23.49	20.79	21.92	23.03	24.14	25.35	21.36	22.52	23.66	24.80	26.04
Customer Service Specialist I	23.62	24.95	26.25	27.56	24.27	25.63	26.98	28.32	29.74	24.93	26.34	27.72	29.10	30.55
Customer Service Specialist II	28.30	29.71	31.19	32.76	29.08	30.52	32.05	33.67	35.35	29.88	31.36	32.93	34.59	36.32
RCMP														
Clerk/Steno	25.43	26.77	28.04	29.37	26.13	27.51	28.81	30.17	31.68	26.85	28.26	29.60	31.00	32.55
Administrative and Office Support														
Receptionist/File Clerk	17.92	18.99	19.99	21.05	18.41	19.52	20.54	21.63	22.71	18.92	20.05	21.11	22.23	23.34
Administrative Assistant I	23.63	24.95	26.30	27.63	24.28	25.63	27.02	28.39	29.81	24.95	26.34	27.76	29.18	30.63
Administrative Assistant II	24.27	25.68	27.04	28.43	24.93	26.38	27.78	29.21	30.67	25.62	27.11	28.55	30.01	31.51
Finance Support														
Cashier	16.87	17.79	18.73	19.65	17.34	18.28	19.24	20.19	21.20	17.81	18.78	19.77	20.75	21.79
HR/Payroll Assistant I	23.62	24.95	26.25	27.56	24.27	25.63	26.98	28.32	29.74	24.93	26.34	27.72	29.10	30.55
Office Assistant I	23.62	24.95	26.25	27.56	24.27	25.63	26.98	28.32	29.74	24.93	26.34	27.72	29.10	30.55
Office Assistant II	28.30	29.71	31.19	32.76	29.08	30.52	32.05	33.67	35.35	29.88	31.36	32.93	34.59	36.32
Program and Technical Support Staff														
Program Coordinator I	21.99	23.20	24.46	25.72	22.60	23.83	25.14	26.43	27.75	23.22	24.49	25.83	27.15	28.51
Program Coordinator II	23.93	25.25	26.62	28.00	24.58	25.94	27.35	28.77	30.20	25.26	26.65	28.10	29.56	31.03
Technical I *	29.98	31.57	33.20	34.78	30.81	32.44	34.11	35.74	37.53	31.66	33.33	35.05	36.72	38.56
Technical II *	33.49	35.30	37.13	38.92	34.41	36.27	38.15	39.99	41.99	35.35	37.27	39.20	41.09	43.15

*Technical I includes GIS Technician

**Technical II includes Communications Officer, Development Officer

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

A Full-time Employee shall progress between steps (Steps 1 - 5) in the classification annually on their anniversary date of their current position, subject to meeting performance standards at each step.

In order to be eligible to move to Step 5 employees must have been in Step 4 in their current job for a minimum of 12 months. Implementation Date: January 1, 2024.

A Part-time Employee, including Temporary, Seasonal and Casual shall progress between steps in the classification every 1,950 working hours, subject to meeting performance standards at each step.

Wages:

1st Year - 3% (Retroactive to January 1, 2023)

2nd Year - 2.75%

3rd Year - 2.75%

Schedule A - Classification of Wages Step 5 Annual Step Up by 5%

In order to be eligible to move to Step 5, employees must have been in Step 4, in their current job for a minimum of 12 months.

Implementation: January 1, 2024

**LETTER OF UNDERSTANDING
BETWEEN
THE TOWN OF DRUMHELLER (THE EMPLOYER)
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4604 (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: No longer than the 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 party

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 HWAAs/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 to the 2 week notice period are permitted 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:

- 7.5 hours a day (if scheduled for less than 8 hours) or daily scheduled hours (if 8 or more hours were scheduled)
- 37.5 hours a week (in a 1-week averaging period) or an average of 37.5 hours a week (in a multi-week averaging period)

For Employees in the BCF and AQUAPLEX Facilities who work an 8 hour shift schedule, the following applies for overtime:

- 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 4604**

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

**LETTER OF UNDERSTANDING
BETWEEN
THE TOWN OF DRUMHELLER (THE EMPLOYER)
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4604 (THE UNION)**

**RE: WAGE REVIEW FOR LIFEGUARDS, INSTRUCTORS, CASHIER/WATERSLIDE
ATTENDANTS AND BCF ACTIVITY SPECIALISTS**

The parties will conduct a review of wages for Lifeguards, Instructors, Cashier/Waterslide Attendants and BCF Activity Specialists by March 31, 2024.

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TOWN OF DRUMHELLER**

**LETTER OF UNDERSTANDING
BETWEEN
THE TOWN OF DRUMHELLER (THE EMPLOYER)
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4604 (THE UNION)**

**RE: ARTICLE 12 – HOURS OF WORK – EMERGENCY AND PROTECTIVE SERVICES
DEPARTMENT**

During negotiations for a 2023 renewal Collective Agreement, the parties agreed that certain permanent Employees within the Emergency and Protective Services Department will continue to work an eight (8) hour day. Any new Employees hired within the Emergency and Protective Services Department will work a seven and a half (7.5) hour day the same as the rest of the organization.

Trent Kure	Janice Armstrong
Kyle Bourassa	Darcy Thompson

The named individuals will work 2,080 regular hours towards an increment.

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**LETTER OF UNDERSTANDING
BETWEEN
THE TOWN OF DRUMHELLER (THE EMPLOYER)
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4604 (THE UNION)**

RE: ENHANCED LABOUR MANAGEMENT MEETING SCHEDULE

During this round of Collective Bargaining the parties identified labour management meetings as an important tool for establishing and maintaining a healthy and productive labour relations environment.

Within 30 days of ratification the parties shall meet to discuss outstanding issues and any new issues arising and establish an enhanced meeting schedule as required.

Further, the parties agree that if issues arise outside of these meeting dates that are of an urgent nature, additional meetings will be schedule.

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TOWN OF DRUMHELLER**

**LETTER OF UNDERSTANDING
BETWEEN
THE TOWN OF DRUMHELLER (THE EMPLOYER)
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4604 (THE UNION)**

RE: FLEXIBLE WORKING ARRANGEMENT

Flexible Work Arrangements may include averaging of hours, alternate daily work periods, work location or any other arrangements the parties agree to. The Employer agrees to consider requests from Employees for a Flexible Working Arrangements on a case by case basis, the scope and terms of which must be agreed to prior to initiating any flexible arrangement.

**SIGNED ON BEHALF OF THE
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EMPLOYEES LOCAL 4604**

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