

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES
CUPE Local 927

- AND -

THE TOWN OF PINCHER CREEK



April 1, 2022 to March 31, 2026

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ARTICLE 1: PURPOSE

- 1.01 The purpose of this Collective Agreement is to stipulate wages and working conditions of the Employees covered by Certificate No. 542-92.

ARTICLE 2: TERM OF AGREEMENT

- 2.01 This Agreement shall remain in full force and effect from, April 1, 2022 to March 31, 2026, and from year to year thereafter unless either Party to this Agreement is given notice in writing by the other Party to amend or terminate this Agreement, not less than sixty (60) days or more than one-hundred twenty (120) days prior to the expiry date of this Agreement.

ARTICLE 3: RECOGNITION AND LABOUR MANAGEMENT MEETING

- 3.01 The Town recognizes Local 927, the Canadian Union of Public Employees, as the sole bargaining agent for all Employees specified in Certificate No. 542-92. The Parties agree to the Exemption of the FCSS/Special Projects Coordinator and the Events, Marketing and Economic Development Officer from Collective Agreement.
- 3.02 No Employee shall be asked to make written or verbal agreement with the Town covering hours of work, wages, or any other conditions during the life of this Agreement.
- 3.03 Employees not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for purposes of instruction, in an emergency, or when regular Employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any Employee whose jobs are in the bargaining unit. For the purpose of this clause, "Employee" shall mean all other Employees of the Employer who are not included in the bargaining unit.
- 3.04 The Employer recognizes the Union and its members have a concern regarding job security.
- (a) The Union and its members recognize that management have to be fiscally responsible in the provision of a level of service that is affordable to the Town of Pincher Creek.
 - (b) Therefore, when alternate forms of service delivery affecting work presently performed by members of the bargaining unit would result in reduction of either the number of Employees or the hours worked by the Employees, the Employer will give sixty (60) days written notification to the Union.

- (c) The Employer will also consult with the Union in respect to the affect that alternate service delivery will have on the Employees. The Union shall have the right, within sixty (60) days after written notification is given, to make a presentation to Town Council with respect to the alternate form of service delivery.
- (d) The Employer shall endeavour to retrain or reclassify Employees should alternate forms of service delivery affect the employment of Permanent Employees. In the event that the Employer is unable to retrain or reclassify Employees, then Article 10 of the current Collective Agreement shall be followed.

3.05 Labour/Management Committee:

It is mutually agreed that a Committee be established, consisting of three (3) representatives of Management and three (3) representatives of the Union with the following terms of reference:

- (a) Meet twice a year at a minimum, on the third (3rd) Tuesday of March and September or at the request of either Party when an issue arises.
- (b) To discuss matters of mutual concern to the Parties;
- (c) Each Party will forward their agenda for each meeting the Thursday prior to the meeting.
- (d) Each Party will alternate with taking notes at the meeting.

Minutes of all meetings of this Committee shall be forwarded to the Secretary of the Union and all members of the Committee following each meeting.

3.06 Meeting with the Union

The Union and all new employees will be allowed up to fifteen (15) minutes for the purpose of orientation. The Employer agrees to inform the new employees that a Union Agreement and dues check-off are in effect. The Union will provide copies of the Agreement, which will include a membership application and a list of Union Executive.

ARTICLE 4: UNION SECURITY

- 4.01 The Town agrees to deduct from the wages of all Employees covered by this Agreement, Union dues under the Rand Formula as shall be decided by the Union.

ARTICLE 5: HOURS OF WORK

5.01 Outside Workers:

- (a) The regular hours of work for Employees shall be from:
8:00 a.m. to 4:30 p.m. with a one-half ($\frac{1}{2}$) hour interval for lunch, between 12:00 Noon and 12:30 p.m., Monday to Friday inclusive, constituting a forty (40) hour week.
- (b) Any Employee who is requested to work a portion of their regular noon hour lunch period shall be paid at the rate of double time (x 2) their regular rate of pay for the actual time worked. Twenty (20) minutes will be allowed for lunch during the regular working time.
- (c) Employees requested to work any time outside the hours of 6:00 a.m. to 7:00 p.m. shall be paid at the rate of eight (8) hours for seven (7) hours of work. Employees shall be notified the night before of change of shift.

5.02 Inside Workers:

- (a) The regular hours of work shall be seven (7) hours per day, Monday to Friday inclusive. All Employees shall be permitted a one (1) hour lunch break near the midway point of each shift. Daily hours as set out by the Town may be scheduled between 7:30 a.m. to 5:30 p.m. Providing it is mutually acceptable to the Town and the individual Employees, the daily work schedule is flexible and may be amended to suit both Parties.
- (b) Employees required to work hours or days other than specified above, shall be paid seven (7) hours pay for six (6) hours work.
- (c) Any Employee who is requested to work a portion of their regular noon hour lunch period shall be paid at the rate of two times (2x) their regular rate of pay for the actual time worked.

5.03 Community Peace Officer and Bylaw Officer:

- (a) The hours of work shall not exceed eight (8) hours per day and shall be scheduled by Administration that each scheduled shift shall be a minimum of three (3) hours. Each scheduled day shall not exceed twelve (12) hours without a twelve (12) hour rest between shifts, except in cases of emergency or disaster.
- (b) A minimum of two thousand and eighty (2,080) hours per year shall be scheduled.
- (c) A maximum of forty (40) hours of work scheduled on a maximum of six (6) consecutive days, the schedule shall allow a minimum of two (2) consecutive days where no hours are scheduled.

5.04 Hours of work for Pool and Arena staff:

The hours of work for permanent staff working in the arena will vary according to the regular scheduled shifts but shall not be less than forty (40) hours per week or two thousand and eighty (2,080) hours per year.

The hours of work for the permanent pool staff will vary according to the regular scheduled shifts but shall not be less than thirty-five (35) hours per week or one thousand eight hundred and twenty (1,820) hours per year.

5.05 Shift Differential:

(a) One dollar and seventy-five cents (\$1.75) per hour shift differential shall be granted to Employees for any hours of their shifts (excluding overtime) performed between 2100 hours and 0500 hours.

(b) One dollar and seventy-five cents (\$1.75) per hour shift differential shall be granted to Pool Employees for any hours of their shifts (excluding overtime) performed between 1700 hours and 0800 hours.

5.06 Weekend Differential:

All Employees whose regular and scheduled workweek includes work on Saturday and/or Sunday shall receive one (1) hour extra straight time pay for each full Saturday and/or Sunday shift so worked.

5.07 Standby Pay:

An Employee on Standby, Saturday, Sunday and Statutory holidays shall receive \$75.00 per day. Any service call required will be remunerated as per Article 7: Overtime.

ARTICLE 6: PAYDAYS

- 6.01 Paydays shall be every two (2) weeks. If the Town office is closed on a designated payday, every effort will be made to pay the day before. Employees will have their wages directly deposited in a financial institute of their choice NOT later than twelve o'clock (12:00) Noon on the payday.

ARTICLE 7: OVERTIME

7.01 Outside Workers, Community Peace Officer, and Bylaw Officer:

Employees who are required to work in excess of eight (8) hours per day shall be paid at the rate of double time (x2) for all work in excess of eight (8) hours on regular days and double time (x2) for all hours on regular days off.

Inside Workers:

Employees who are required to work in excess of seven (7) hours per day shall be paid at the rate of double time (x2) for all work in excess of seven (7) hours on regular days and double time (x2) for all hours on regular days off.

- 7.02 Time off may be taken in lieu of overtime pay at the mutual convenience between the Employee and the Employer. Such time off shall be granted based on double (x2) the actual hours worked. The total number of overtime hours banked and taken is not to exceed forty (40) overtime hours (i.e., eighty (80) straight time hours) in any one (1) calendar year. Any overtime accumulated prior to the second last pay period of the year shall be scheduled and taken prior to December 31st of that year or paid out in the last pay period of the year. Overtime in the last pay period of the year shall be paid out.
- 7.03 The Town agrees to distribute overtime as equitably as possible between members of the work crew.
- 7.04 A minimum payment of double time (x2) for two (2) hours shall be paid for callouts.

ARTICLE 8: HOLIDAYS

- 8.01 The following shall be holidays for which Employees will receive their regular daily pay:

New Year's Day	Canada Day	Thanksgiving Day
Family Day	August Civic Holiday	Remembrance Day
Good Friday	Labour Day	Christmas Day
Easter Monday	National Day for	Boxing Day
Victoria Day	Truth and Reconciliation	

and all holidays declared or proclaimed by the Town of Pincher Creek, the Province of Alberta, or the Government of Canada.

Annual vacation increments are based on the Employee's anniversary date.

- 8.02 If an Employee is required to work on any of the above-named holidays, they shall be paid the regular day's pay for the holiday, plus double time (x2) for all time worked.
- 8.03 If a statutory holiday falls on an Employee's regular day off, they shall be entitled to an extra day's pay for same or be given a day off with pay in lieu, the day off to be arranged at the mutual convenience of both Parties.

ARTICLE 9: ANNUAL VACATION

9.01 All Employees shall be granted paid vacations on the following basis:

- After one (1) year of service & in the second (2nd) year ----Two (2) weeks
- In the third (3rd) year of service -----Three (3) weeks
- In the seventh (7th) year of service-----Four (4) weeks
- In the tenth (10th) year of service -----Five (5) weeks
- In the fifteenth (15th) year of service -----Six (6) weeks

Employees may carry over one week of vacation to be used by their next anniversary date or paid out at that time.

9.02 Vacation Schedule:

Vacations shall be on a rotation schedule within each classification or group; a vacation list will be posted on March 1st each year, so Employees can mark in their choice of holidays before April 1st. These lists will be used from year to year to determine the choice of vacation for all Employees in each classification or group. Where there is an even number, the first two names on the list will reverse order at the bottom of each list. Where there is an odd number, the first two names on the list will move to the bottom of the list each year without reversing. In all cases, new Employees will be added below those on the list.

If an Employee fails to submit vacation by the April 1st deadline the Employer may elect to schedule that Employees annual vacation.

9.03 Workers who wish to split their holidays into two (2) or more parts will not be allowed their second choice until everyone on the list has had their first choice, with the same pertaining to further choices. No two (2) key persons will be allowed vacations at the same time.

All Casual or Seasonal Employees shall be paid holidays on the basis of four percent (4%) of earnings.

9.04 Paid holidays, as outlined in Article 8, which fall during an Employee's vacation shall be taken in addition to vacation either immediately prior to or after the said vacation.

- 9.05 An Employee terminating or having their employment terminated shall be paid vacation pay in accordance with their vacation entitlement:
- Two (2) weeks entitlement ----- Four percent (4%) of gross earnings
 - Three (3) weeks entitlement ----- Six percent (6%) of gross earnings
 - Four (4) weeks entitlement ----- Eight percent (8%) of gross earnings
 - Five (5) weeks entitlement ----- Ten percent (10%) of gross earnings
 - Six (6) weeks entitlement ----- Twelve percent (12%) of gross earnings
- 9.06 Vacation Calculation:
Employees shall be granted vacation based on their anniversary date.

ARTICLE 10: SENIORITY AND RE-ENGAGEMENT

- 10.01 Seniority is the length of service with the Town of Pincher Creek. Seniority will be effective after six (6) months continuous employment and shall date from the time of hiring unless the Employee is dismissed during the probationary period or terminates their employment. Seniority will apply to all full-time and Seasonal Employees. Seasonal Employees hired back to a previously worked position will have the probation period waived. Accrual of seniority will be from the date of rehire.
- 10.02 Promotions coming within the scope of this Agreement shall be granted according to qualifications. Where qualifications, experience of two (2) or more Employees are equal in the opinion of the Town, seniority shall prevail.
- 10.03 When a vacancy occurs, or a new position is created, such position shall be posted for a period of not less than five (5) working days on the bulletin boards at the Town Office, Public Works Shop and Multi-Purpose Facility. Said postings shall contain the job classification, qualifications required, nature of duties, current rate(s) of pay and closing date of posting; copy of said posting will be sent to the CUPE Local President and the CUPE National Representative.
- 10.04 The Employer agrees to email to the Local Union a copy of all job postings, and subsequently the name of the successful applicant within seven (7) days of selection being made.

ARTICLE 11: LAYOFF, REHIRING, DISCIPLINE AND DISMISSAL

- 11.01 Layoff Defined
A layoff shall be defined as a reduction in the workforce or a reduction in an Employee's regular hours of work, as defined in this agreement.

11.02 Steps to be Taken

The following Steps shall take place in the event of a proposed layoff(s) or elimination of a position(s) within the bargaining unit:

- (a) As soon as the Employer becomes aware, but with no fewer than thirty (30) days, provide the Union with written notice of the proposed layoff(s) or elimination of position(s).
- (b) Meet with the Union to identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s)

In any case, the Employer agrees to make every reasonable effort to avoid reductions in force, and reductions in hours.

11.03 Full-time Employees who are to be laid off because of shortage of work shall be given thirty (30) days' notice of such layoff, or thirty (30) days' pay in lieu thereof. Seasonal Employees shall be given ten (10) working days' notice of layoff.

Layoffs shall be in the inverse order of seniority, that is the last hired shall be the first laid off within each classification. An Employee with more seniority, provided they have the necessary qualifications and ability, may bump an Employee with less seniority in another classification. If Permanent Employees are laid off for a period of one (1) year without being recalled to work, the Employer shall pay them a severance as follows:

- (a) One (1) week, if the Employee has been Employed by the Employer for more than three (3) months but less than two (2) years;
- (b) Two (2) weeks, if the Employee has been employed by the Employer for two (2) years or more but less than four (4) years;
- (c) Four (4) weeks, if the Employee has been employed by the Employer for four (4) years or more but less than six (6) years;
- (d) Five (5) weeks, if the Employee has been employed by the Employer for six (6) years or more but less than eight (8) years;
- (e) Six (6) weeks, if the Employee has been employed by the Employer for eight (8) years or more but less than ten (10) years, or
- (f) Eight (8) weeks, if the Employee has been employed by the Employer for more than ten (10) years.

11.04 Seasonal Employees shall be laid off and recalled in order of the bargaining unit wide seniority. The Employer will take into consideration the capability of the Employee to perform the duties required.

When rehiring, all Employees laid off shall be called back to work in order of seniority provided they are qualified to do the work.

11.05 Burden of Proof:

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the Employee.

An Employee who is dismissed or disciplined shall have the right to appeal such dismissal or discipline through the Union as a grievance. Should such dismissal or discipline prove to be unjustified, the Employee shall be reinstated to their former position and shall be paid for wages and benefits lost during such dismissal or discipline or such ruling as may be determined by the Arbitrator.

11.06 Warning:

Whenever the Town deems it necessary to censure an Employee in a manner indicating that dismissal or discipline may follow if such Employee fails to bring their work up to a required standard by a given date, the Town shall, within ten (10) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the Employee involved.

11.07 Right to have Steward Present:

In order to provide an orderly and speedy procedure for the settling of grievances, the Town acknowledges that rights and duties of the Union Grievance Committee and the Union Stewards. The Stewards may assist any Employee, which the Steward represents, in preparing and presenting their grievance in accordance with the Grievance Procedure.

The Union shall notify the Town in writing of the name of each Steward before the Town shall be required to recognize such Steward.

The Union recognizes that the Town employs each Steward and that he will not leave his work during hours except to perform his duties under this Agreement. Therefore, no Steward shall leave his work without obtaining the permission of his supervisor.

An Employee shall have the right to have their Steward or representative present at any discussion with supervisory personnel, which the Employee believes, might be the basis of disciplinary action. Where a Supervisor intends to interview an Employee for disciplinary purposes, the Supervisor shall so notify the Employee in advance of the purpose of the interview in order that the Employee may contact their Steward to be present at the interview. A Steward or Local Union officer shall have the right to consult with the CUPE National Representative.

- 11.08 An Employee, upon giving one (1) working days' notice to their Supervisor, shall be permitted to have access and review their personnel record. No evidence from the Employee's record may be introduced as evidence in any hearing of which the Employee was not aware at the time of filing. An Employee shall have the right to make copies of any material contained in their personnel record.
- 11.09 Upon expiration of twelve (12) months from the date of a letter of discipline, provided there has been no further discipline, the Employee may contact the Employer to have the letter voided in their personnel file. The Employee shall be required to sign-off on the now void letter.

ARTICLE 12: GRIEVANCE PROCEDURE

- 12.01 A grievance is any difference between Parties to or persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation of this Agreement.
- 12.02 An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:
- STEP 1:** The Employee(s) who believes him/herself to be aggrieved shall, within ten (10) working days of the alleged violation of this Agreement, take up the matter with their immediate Supervisor and attempt to solve the grievance. For this purpose, they may, if they wish, be accompanied by a representative of the Grievance Committee of the Union.
- STEP 2:** Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step 1, the Employee(s) concerned, together with the Grievance Committee, shall within two (2) working days, submit the matter in writing to the Chief Administrative Officer (CAO) who shall render their decision in writing five (5) working days after receipt of such notice.
- STEP 3:** If the grievance is not settled in Step 2, the matter may be referred to Arbitration pursuant to the Alberta Labour Relations Code (single Arbitrator) within fifteen (15) days by either Party.
- STEP 4:** Where a dispute involving a question of general application or interpretation occurs, or where the Union has a grievance, Step 1 of this Article may be by-passed.

STEP 5: Failure of the Grievor or the Union to process a grievance to the next step in the grievance procedure within the time limits specified, shall not be deemed to have prejudiced the Union on any further identical grievance. If the Town fails to comply with the time limits, the grievance will automatically proceed to the next step.

STEP 6: Time limits in the grievance procedure may be extended by mutual agreement between the Town and the Union, confirmed in writing.

ARTICLE 13: SICK LEAVE

13.01 A Permanent Employee is entitled to sick leave based on the following:

(a) Incidental Minor Illness:

During the first (1st) year of employment one (1) day for each month worked, up to a total of twelve (12) working days, with pay. Two (2) of the twelve (12) days may be used for the purposes of looking after the Employee's immediate family.

During the second (2nd) year of employment not more than eighteen (18) working days with pay. Three (3) of the eighteen (18) days may be used for the purposes of looking after the Employee's immediate family.

During the third (3rd) and subsequent years of employment not more than twenty (20) working days with pay. Five (5) of the twenty (20) days may be used for the purposes of looking after the Employee's immediate family.

For the purposes of this Article, "Immediate family" shall be defined as Spouse (including common-law), Children, Stepchildren, Foster child, Legal Guardian, Parents, and Stepparents of the Employee.

(b) Major Illness:

A major illness shall be defined as a disability lasting for one (1) or more weeks as defined by the table of norms for Short-Term Disabilities by the insurance provider.

(i) During the first (1st) and second (2nd) year of employment an Employee shall be entitled to Short-Term Disability (STD) benefits up to seventeen (17) weeks, as offered by the insurance provider and subsequently to Long-Term Disability (LTD) benefits as offered by the insurance provider.

- (ii) During the third (3rd) to tenth (10th) year of employment an Employee shall be entitled to Short-Term Disability benefits up to seventeen (17) weeks, as offered by the insurance provider and subsequently to Long-Term Disability benefits as offered by the insurance provider.

In addition to the benefits received while on Short-Term Disability, the Town shall maintain both the Employer and Employee portions of the following: Pension Plan, insurance plan, Dental Plan, Alberta Health Care, and Life Insurance while disabled, up to maximum of seventeen (17) weeks available with Short-Term Disability benefits.

- (iii) During the eleventh (11th) and subsequent years of employment an Employee shall be entitled to Short-Term Disability benefits up to seventeen (17) weeks, as offered by the insurance provider and subsequently to Long-Term Disability benefits as offered by the insurance provider.

In addition to the benefits received while on Short-Term Disability, the Town shall maintain both the Employer and the Employee portions of the following: Pension Plan, Insurance Plan, Alberta Health Care, and Life Insurance while disabled, up to maximum of seventeen (17) weeks available with Short-Term Disability benefits.

In addition, the Town shall further maintain the Employer/Employee benefits while on Long-Term Disability benefits up to a maximum of thirty-five (35) weeks.

- (c) If an Employee requires time off for the purposes of the Employee attending dental, physiotherapy, optical, or medical appointments, provided the Employee has been given prior authorization by the Employer to do so, such absence shall be charged against the Employee's sick bank. Employees may be required to submit satisfactory proof of such appointment.

13.02 All absences due to illness must be reported by the Employee to the Supervisor or CAO. All absences over three (3) days must be supported by a Doctor's certificate.

Where the Employer has reason to doubt the cause for absence an Employee, after receiving written notification, shall be required to produce a medical certificate for all absences. Such notification shall extend for a period of six (6) months from the date of such letter. Failing to file the statement requested they may be requested to terminate their employment with the Employer or not be paid any wages for the period of absence in question.

- 13.03 The Town agrees to continue in force during the life of this Agreement the insurance plan (Article 29).
- 13.04 The Town agrees to cover Permanent Employees under the insurance plan (Article 29) for one hundred percent (100%) of the cost of the Plan.
- 13.05 The Employer agrees to maintain for all Permanent Employees a Long-Term Disability Plan. The Employee shall be responsible for the premiums of such a program.

13.06 Immunization/Isolation

Any time lost as a result of:

- (a) immunization required by the Medical Health Officer; or
- (b) isolation as determined by the Medical Health Officer

Shall not result in loss of pay or reduction of the Employee's sick leave credits.

In the case of other than Full-time Employees, wages and benefits shall be based on the average number of paid hours in the last fifty-two (52) weeks preceding the date of such time lost.

ARTICLE 14: MATERNITY, PARENTAL AND ADOPTION LEAVE

14.01 Employment Standards Code of Alberta:

Both the Union and the Town recognizes the provisions and authority of the Maternity Leave, Parental Leave and Adoption Leave Section of the *Employment Standards Code of Alberta* and agrees to abide by those provisions.

(a) Benefits and Entitlements:

Parental Leave shall be without pay or vacation entitlements. The Employee on such leave will not lose seniority.

(b) Benefits While on Parental Leave:

Employees on Maternity, Parental and Adoption Leave can continue their benefits during the period of their leave by paying the Employee portion of the benefits for the length of time they will be on leave. If the Employee chooses to pay for their portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.

ARTICLE 15: LEAVES OF ABSENCE

15.01 BEREAVEMENT LEAVE

- (a) Employees with the Town will be entitled to compassionate bereavement leave up to four (4) days with pay on the death of an immediate relative as follows:

Husband	Wife
Common-Law Spouse	Son
Daughter	Mother
Father	Sister
Brother	Stepchildren
Stepparents	Niece
Nephew	

Up to two (2) days extra travelling time will be allowed where travelling distance from Pincher Creek to the funeral exceeds three hundred and fifty (350) kilometres.

- (b) Permanent Employees having completed six (6) months continuous service with the Town will be entitled to compassionate leave up to three (3) days with pay on the death of an immediate relative as follows:

Grandparent	Grandchild	Mother-in-Law	Father-in-Law
Sister-in-Law	Brother-in-Law	Aunt	Uncle

Up to two (2) days extra travelling time will be allowed where travelling distance from Pincher Creek to the funeral exceeds three hundred and fifty (350) kilometres.

- (c) If an Employee receives notification of their loss during a shift already started, the Employee will be excused from work with pay for the balance of their shift and compassionate leave will commence on the following day.

15.02 CRITICAL ILLNESS LEAVE

An Employee who has been employed for at least ninety (90) days and is a parent of a critically ill child is entitled to unpaid Critical Illness of Child Leave of up to thirty-six (36) weeks for the purposes of providing care or support to the child.

An Employee who has been employed for at least ninety (90) days and is a family member of a critically ill adult is entitled to unpaid Critical Illness of Adult Leave of up to twenty-seven (27) weeks for the purposes of providing care or support to the adult.

If more than one parent is employed by the Employer, the Employer is not required to grant the Critical Illness of Child Leave or Critical Illness of Adult Leave to more than one Employee at a time.

If more than one child of the parent is critically ill as a result of the same event, the period in which the Employee may take Critical Illness of Child Leave begins on the date specified in the medical certificate issued in respect of any child who is critically ill and ends on the earliest of the following dates:

- (a) on the date of the last day of the work week in which the last critically ill child dies.
- (b) the expiration of thirty-six (36) weeks following the date leave began.
- (c) the expiration of the last period referenced within the medical certificate for the critically ill children; or
- (d) the last day of the work week in which the Employee ceases to provide care and support to the last of the critically ill children.
- (e) Critical Illness of Adult Leave begins on the date specified in the medical certificate issued in respect of the adult who is critically ill and ends:
- (f) on the date of the last day of the work week in which the critically ill adult dies.
- (g) the expiration of twenty seven (27) weeks following the date leave began.
- (h) the expiration of the last period referenced within the medical certificate for the critically ill adult; or
- (i) the last day of the work week in which the Employee ceases to provide care and support to the critically ill adult.
- (j) The Employee must provide the Employer with a medical certificate issued by a physician stating:
 - i) that the child or adult is critically ill and requires care and support.
 - ii) the start date of the period during which the child or adult requires that care and support
 - iii) the end date of the period during which the child or adult requires that care and support; and
 - iv) if the leave was begun before the certificate is issued, the day leave began.

An Employee who wishes to take Critical Illness of Child or Adult Leave must give the Employer at least two (2) weeks' written notice which notice must also include the estimated date of the Employee's return to work, unless a shorter notice period is necessary in the circumstances, in which case notice must be provided as soon as reasonable and practical in the circumstances.

Critical Illness of Child or Adult Leave may be taken in one or more periods, but no period of leave may be less than one (1) week's duration.

During the course of an unpaid leave of absence in excess of one (1) month, the Employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.

Employees on Critical Illness of Child or Adult Leave can continue their benefits during the period of their leave by paying the Employee portion of the benefits for the length of time they will be on leave. If the Employee chooses to pay for their portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.

If an Employee has been on Critical Illness of Child or Adult Leave, they must provide at least one weeks notice of the date on which the Employee intends to return to work unless the Employer and the Employee agree otherwise.

15.03 DEATH OR DISAPPEARANCE OF A CHILD LEAVE

An Employee who has been employed for at least ninety (90) days is entitled to a period of unpaid leave of fifty-two (52) weeks if the Employee is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as the result of a crime.

An Employee who has been employed for at least ninety (90) days is entitled to a period of unpaid leave of up to one hundred and four (104) weeks if the Employee is the parent of a child who has died and it is probable, considering the circumstances, that the child died as the result of a crime.

The Employee will not be entitled to Death or Disappearance of Child Leave if they are charged with a crime that resulted in the death or disappearance of the child.

The period during which the Employee may take Death or Disappearance of Child Leave begins on the date on which the death or disappearance, as the case may be, occurs and ends in the case of disappearance fifty-two (52) weeks after the date on which the disappearance occurs or, in the case of death, one hundred and four (104) weeks after the date on which the death occurs.

An Employee who wishes to take Death or Disappearance of Child Leave must give the Employer written notice as soon as reasonable and practical in the circumstances, which notice must include the estimated date of the Employee's return to work.

In the case of a child who disappears and is subsequently found alive, the Employee is to return to work fourteen (14) days after the date on which the child is found but no later than the end of the fifty-two (52) week period or, if the child is found dead, one hundred and four (104) weeks after the day on which the disappearance occurred.

During the course of an unpaid leave of absence in excess of one (1) month, the Employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.

Employees on Death or Disappearance of Child Leave can continue their benefits during the period of their leave by paying the Employee portion of the benefits for the length of time they will be on leave. If the Employee chooses to pay for their portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.

An Employee who has been on Death or Disappearance of Child Leave must provide at least one weeks of written notice of the date on which the Employee intends to return to work unless the Employer and the Employee agree otherwise.

ARTICLE 16: EMPLOYEE DEFINITIONS

16.01 An "Employee" shall mean any Employee of the Employer for whom the Union has been certified as the bargaining agent, or for whom the Union has attained the status of bargaining agent through voluntary recognition and whose employment is designated as:

- (a) A "Full-time Employee" shall mean one who is regularly required to work a minimum of thirty-five (35) hours of work or more and who has successfully completed a probationary period.
- (b) A "Seasonal Employee" shall mean one who is hired to work in a position of a seasonal nature requiring full-time hours of work and shall have rights of recall according to seniority for positions when work is available. Seasonal Employees may work in more than one (1) seasonal position (e.g., winter and summer seasonal jobs). Seasonal Employees shall be paid at the zero to six (0-6) month rate of pay in Appendix A: Wages. Seasonal Employees hired shall be paid the Maintenance 4 rate at the zero to six 0-6 month rate of pay in Appendix A: Wages and shall move to the after six (6) month rate after accumulating six (6) months of service.

- (c) Part time Employees are those Employees who normally work less than thirty-five (35) and more than fifteen (15) hours per week on a regular basis. Part time Employees shall be entitled to those applicable benefits in this Agreement.
- (d) A "Casual Employee" shall mean one who is hired to work in an 'as needed basis', to fill in where an Employee may be absent from work due to vacation, sickness, injury, leave of absence, or where there is a need for extra help during periods of work overload. Casual Employees will not accumulate seniority. Casuals shall be paid at the appropriate wage rate in Appendix "A". Should a Casual Employee be retained in a fulltime position with the Town, that Casual Employee shall have seniority established retroactive to the date on which the Employee last entered the service of the Employer.
- (e) A "Permanent Employee" shall mean one who is appointed to a full-time position requiring their service on a twelve (12) month annual basis, and who has successfully completed the probationary period.
- (f) Probationary Employees:
Newly hired Employees shall be considered on a probationary basis for a period of six (6) months of employment from the date of employment. Seasonal Employees shall be considered on a probationary period for the first full season of employment or for six (6) accumulated months if they are hired during the season. A new Employee shall not accumulate seniority nor acquire any seniority rights while on probation. However, upon successful completion of probation, seniority shall be established retroactive to the date on which the Employee last entered the service of the Employer.

The Employer may release a probationary Employee at any time during the probationary period and Employee shall not have recourse to the Grievance Procedures.

- (g) There shall be no split shifts unless mutually agreed on by both Parties, except for in-service training.
- (h) Term Employee:
A "Term Employee" is one who is hired for a period not to exceed twenty-four (24) months. This time may be extended by mutual agreement between the Union and the Employer. Term Employees may be granted by the Employer participation to eligible benefits (Article 29) that may be permitted.

ARTICLE 17: PERSONAL BENEFIT DAYS

17.01 Provided the Full-time Employee has available Incidental Minor Illness days, the Town agrees to grant with pay to the Full-time Employee, upon request and subject to reasonable determination that normal activities would not be disrupted:

- (a) One (1) Personal Benefit day in the first year of service following successful completion of probation;
- (b) One and one-half days (1.5) Personal Benefit days following the second year of continuous service;
- (c) Two (2) Personal Benefit days following the third and subsequent years of continuous employment.
- (d) All Personal Benefit days taken will be deducted from the Employee's Incidental Minor Illness allocation.

ARTICLE 18: CLOTHING

18.01 The Employer agrees to supply Outside Workers with rubber (gum) boots, work gloves, slickers and three (3) pair of overalls/coveralls, one (1) of which may be insulated overalls/coveralls. Replacement of same shall be as required; old or worn out items to be returned on new issue. All boots, work gloves, slickers and overalls/coveralls are to remain in the Town Shop when not being used on the job.

18.02 When an Employee's employment is terminated all clothing issued must be returned to the Employer.

18.03 The Employer agrees to supply the Community Police Officer or Bylaw Officer with a uniform, including pants, shirts, belts, and shoes. All other articles of clothing shall be provided upon budget approval of Council.

18.04 Safety Boot Allowance:

The Employer, upon proof of purchase, shall contribute two hundred dollars (\$200.00) per year towards the purchase of CSA approved safety footwear with safety toe protection to each permanent full-time Employee and each Seasonal Employee who has worked a minimum of ten (10) months and who is required to wear such footwear. The above amount may be carried over and a maximum amount of four hundred dollars (\$400.00) applied to a purchase in the second year.

Deck shoes:

The Employer, upon proof of purchase, shall contribute fifty dollars (\$50.00) per year towards the purchase of deck shoes to each permanent full-time Employee and each Seasonal Employee who has worked a minimum of ten (10) months and who is required to wear such footwear. The above amount may be carried

over and a maximum amount of one hundred dollars (\$100.00) applied to a purchase in the second year.

18.05 Application of these provisions are on the basis of need, and with the understanding that the clothing is related to utilization while undertaking municipal responsibilities. The clothing shall remain the property of the Town of Pincher Creek.

Pool Staff:

Full-time Employees shall receive three (3) pair of shorts and three (3) T-shirts per year, plus a swimming suit allowance of one-hundred and fifty dollars (\$150.00) per year.

Part-time Employees shall receive two (2) pair of shorts and two (2) T-shirts per year, plus a swimming suit allowance of seventy-five dollars (\$75.00) per year.

Any Employees required to work with hazards will be provided with the following at no cost to the Employee when needed:

- First Aid Fanny Pack (must include CPR Barrier Mask with valve, gloves, EMT scissors, and bandages)
- Respirator Mask with filters
- Eye protection
- Rubber gloves
- Work gloves
- Deck Shoes
- Waterproof Coveralls
- FRS radio

All personal protective equipment must meet CSA standards.

18.06 Arena Staff:

Full-time Employees shall receive one (1) jacket, one (1) hoodie and one (1) vest or two (2) T-shirts (for identification purposes) per year. Gloves and other safety equipment as required. Overalls may be made available for the Non full-time Employees for the arena staff.

ARTICLE 19: DISCRIMINATION

19.01 The Employer shall not discriminate against any Employee on the basis of race, religious beliefs, gender, gender identity, gender expression, sexual orientation, colour, mental disability, physical disability, marital status, age, ancestry or place of origin of that person. The Employer shall not discriminate against any of its Employees on account of political beliefs, nor by reason of their membership or activity in the Union.

19.02 The Employer will not use their position to solicit donations from any Employee for any purpose.

ARTICLE 20: REST BREAK

20.01 All Employees shall be allowed two (2) fifteen (15) minute rest breaks per day.

ARTICLE 21: CO-OPERATION ON SAFETY

21.01 The Town shall provide all Employees working in any unsanitary or potentially hazardous job with all the necessary tools, protective equipment and clothing required. These shall be maintained and replaced where necessary at the Town's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subjected to further collective measures through engineering changes or the elimination of the hazard.

21.02 The Union and the Town shall cooperate in establishing rules and practices, which promote an occupational environment which will enhance the physiological and psychological conditions of Employees, and which will provide protection from factors adverse to Employee health and safety. Each Party to this Agreement shall appoint a minimum of two (2) members to the Health and Safety committee.

21.03 There shall be a minimum of four (4) meetings per year or as required by any member of the committee. The Employer shall ensure minutes of all meetings are recorded, typed, and distributed to all Committee members within one (1) week of the meeting.

ARTICLE 22: JOB CLASSIFICATIONS AND WAGE RATES

22.01 The Employer shall provide classification criteria for all classifications listed in the Appendix "A": Wages to the Union.

22.02

- (a) Employees who have reason to believe their duties do not fall within their current classification may request a review, in writing, to their Supervisor.
- (b) The Supervisor shall conduct a review and submit to the Employee a written decision within thirty (30) working days after receiving the request from the Employee. A copy of the response shall be sent to the Union at the same time.

- (c) If the response to the classification review is not acceptable to the Employee within ten (10) working days, the Union shall submit the review to the CAO for his consideration. The CAO shall render a decision on the review within ten (10) working days after receipt of such notice, in writing, to the Union.
- (d) If the decision of CAO is not acceptable to the Employee, then the matter may be referred to Arbitration, pursuant to the Alberta Labour Relations Code (single Arbitrator), within ten (10) working days, in writing.

Time limits in Article 22(c) may be extended by mutual agreement, in writing, between the Town and the Union.

22.03 When an Employee is temporarily assigned for at least five (5) working days to work a classification either higher or lower than their current classification, they shall continue to retain the rate of pay for their current classification, or the rate of pay of the job to which they are temporarily assigned to, whichever is higher.

ARTICLE 23: RIGHTS OF CONTRACTING PARTIES

- 23.01 All Employees covered by this Agreement shall have the right to strike according to the provisions set out in the Alberta Labour Relations Code. There shall be no stoppage of work due to any strike or refusal to work on the part of the Employees or by reason of lock out by the Town during the period this Agreement is in force.
- 23.02 The Union recognizes that it is the right of the Town to exercise the usual and customary rights of management. Such managerial rights include the right of the Town to manage its business, direct the work 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. The question of whether any management rights are limited by this Agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 24: PENSION PLAN

- 24.01 All Permanent Employees upon completion of six (6) months continuous service shall, as a condition of employment, become and remain members of the Local Authorities Pension Plan (LAPP).
- 24.02 The Town's and the Employee's contributions shall be established by the Local Authorities Pension Plan (LAPP).

ARTICLE 25: WORKPLACE HARASSMENT

25.01 Workplace Harassment

Workplace harassment is objectionable or unwelcome conduct by an Employee that the Employee knew or ought reasonably to have known would harm or cause offence, humiliation, degradation, or embarrassment, or which generally causes a hostile, intimidating, or abusive work environment or otherwise adversely affects the health and safety of an employee. Workplace harassment includes bullying, which is a form of harassment.

Harassment can also be a form of discrimination when it relates to a person's race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, political affiliation, or any other protected ground of discrimination included in the Alberta Human Rights Act or Collective Agreement.

While harassment often involves a pattern of behaviour, in some circumstances, a single incident may be severe enough to constitute harassment.

Harassment does not refer to the normal exercise of management's right to manage including the management of day-to-day operations and performance at work and the application of discipline.

25.02 Sexual Harassment

Sexual harassment means any single or repeated incidents of objectionable or unwelcome conduct of a sexual nature, that an employee knows or ought reasonably to know would cause offence, humiliation, degradation, embarrassment or would reasonably be understood to place a condition of a sexual nature on the employment relationship. Sexual harassment is a form of sex-based discrimination.

While harassment often involves a pattern of behaviour, in some circumstances, a single incident may be severe enough to constitute harassment.

25.03 Workplace Violence

Workplace violence is the threatened, attempted, or actual conduct of an employee, or client, that causes or is likely to cause physical or psychological injury or harm and includes domestic or sexual violence.

25.04 Attempt to Resolve

- (a) If an Employee believes that they have been harassed, an Employee should tell the alleged harasser to stop and the employee should refer to the Employers Harassment and Violence Prevention Policy and Respectful Workplace Procedures.
- (b) If the harassment does not stop at this point, or if the harassed Employee does not feel able to approach the alleged harasser directly, that Employee, or Union should file a formal written harassment complaint documenting the event(s) complete with time, date, location, names of witnesses and details for each event.
- (c) Upon receipt of any written formal harassment complaint the Employer shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint. The Employer must maintain written notes of their actions.

The Employer is committed to ensuring a safe, inclusive, healthy, and respectful workplace that is free of bullying, harassment, violence, and discrimination. The Employer will not tolerate bullying, harassment, or violence in the workplace from anyone and is committed to eliminating and doing everything reasonably practicable to prevent this inappropriate and unacceptable behaviour. The Employer will appropriately investigate any allegations and take appropriate corrective action to address this conduct.

The Employer agrees to review, jointly with the Union, the policy against various forms of harassment and make all Management personnel and Employees aware that violations of the policy shall be subject to disciplinary action. The Employer also agrees to include the subject of the harassment policy in staff or management training sessions.

ARTICLE 26: GENERAL

- 26.01 Where the Employer authorizes Employees to leave prior to the end of their regularly scheduled workday, such Employees shall not suffer any loss of salary or benefits.

ARTICLE 27: RESTRICTIONS ON SUBCONTRACTING AND CONTRACTING OUT

- 27.01 Before current bargaining unit work is contracted out, Management will discuss its intentions with the Local of the Union. In such discussions, the Employer(s) will fully disclose its reasons for the tentative decision to contract or subcontract such work and give the Local of the Union an opportunity to suggest ways in which the work might otherwise be performed.

ARTICLE 28: TRAINING & DEVELOPMENT

28.01 When training opportunities are made available in a branch of a department, the principles of seniority, performance, Employee development planning and fairness shall be followed with respect to the training that is offered.

28.02 The Employer agrees to pay for any wages and costs of any mandatory training, that is required to be taken by Employees as a condition of employment.

28.03 In addition to all mandatory training, the Employer shall encourage all Employees to participate in training and development opportunities that will increase their knowledge, skills and enhance their contribution to the Town.

Employees may apply to attend external courses, conferences, or workshops by submitting a request in writing to the appropriate manager, at least four (4) weeks before the start of the course, conference or workshop. The Employer may approve full, partial or no coverage of the costs of the course, conference, workshop, or lost wages. Approval shall be based on the subject matter, budget, and operational requirements of the Town.

28.04 Employees with a designated certification who are assigned by the Director to instruct training or training courses, shall be paid one dollar (\$1.00) per hour in addition to their regular wage, during the time they are giving the instruction/training. This does not include onboarding or orientation to other Employees.

ARTICLE 29: EMPLOYEE BENEFITS

29.01 The Town of Pincher Creek agrees to pay 100% of the premiums for the following programs:

- (a) Basic Group Life Insurance ----- Two (2) times annual salary
- (b) Dependent Life Insurance ----- (\$10,000 Spouse / \$5,000 per child)
- (c) Accidental Death & Dismemberment (AD&D) Two (2) times annual salary
- (d) Employee Assistance Program (EAP)
- (e) Extended Health Care
- (f) Dental
- (g) Health Spending Account ----- ~~\$500~~ \$750 per year per Employee

29.02 The Town of Pincher Creek agrees to maintain for all Permanent Employees a Short-Term Disability Plan as below. The Employee shall be responsible for the premiums of this plan.

(a) Short-Term Disability -----66 2/3% Non-Taxable Benefit
 -----\$1,000 Overall Weekly Maximum

***** ** *****

IN WITNESS THEREOF the Parties have executed
 this Agreement on the 12 day of OCTOBER, 2023.

ON BEHALF OF TOWN OF PINCHER CREEK	ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, Local 927
[Redacted Signature Area]	
	Bargaining Committee Member
	Bargaining Committee Member

APPENDIX "A": WAGE RATES

ADMINISTRATIVE ASSISTANTS	Probation Rate	7-24 Months	25-36 Months	37-48 Months	49 months
April 1, 2022 (+3.5%)	\$25.04	\$26.68	\$28.59	\$29.92	\$30.20
April 1, 2023 (+3.0%)	\$25.79	\$27.48	\$29.44	\$30.82	\$31.11
April 1, 2024 (+3.0%)	\$26.56	\$28.31	\$30.33	\$31.74	\$32.04
April 1, 2025 (+3.5%)	\$27.49	\$29.30	\$31.39	\$32.86	\$33.16
BYLAW OFFICER	Probation Rate	7-24 Months	25-36 Months	37-48 Months	49 Months
April 1, 2022 (+3.5%)	\$27.88	\$29.00	\$30.19	\$31.40	\$31.66
April 1, 2023 (+3.0%)	\$28.72	\$29.87	\$31.10	\$32.34	\$32.61
April 1, 2024 (+3.0%)	\$29.58	\$30.77	\$32.03	\$33.31	\$33.59
April 1, 2025 (+3.5%)	\$30.62	\$31.84	\$33.15	\$34.48	\$34.76
PEACE OFFICER	Probation Rate	7-24 Months	25-36 Months	37-48 Months	49 Months
April 1, 2022 (+3.5%)	\$32.28	\$33.43	\$34.63	\$35.86	\$36.12
April 1, 2023 (+3.0%)	\$33.25	\$34.43	\$35.67	\$36.94	\$37.21
April 1, 2024 (+3.0%)	\$34.25	\$35.47	\$36.74	\$38.05	\$38.32
April 1, 2025 (+3.5%)	\$35.45	\$36.71	\$38.03	\$39.38	\$39.66

MAINTENANCE 4 (Seasonal Only)	Apr 1, 2022	Apr 1, 2023	Apr 1, 2024	Apr 1, 2025
	3.50%	3.00%	3.00%	3.50%
Probation Rate	\$22.59	\$23.27	\$23.97	\$24.81
Job Rate	\$24.64	\$25.38	\$26.14	\$27.06
MAINTENANCE 3	Apr 1 2022	Apr 1 2023	Apr 1 2024	Apr 1 2025
	3.50%	3.00%	3.00%	3.50%
Probation Rate	\$26.98	\$27.79	\$28.63	\$29.63
Job Rate	\$30.49	\$31.41	\$32.35	\$33.48
MAINTENANCE 2	Apr 1 2022	Apr 1 2023	Apr 1 2024	Apr 1 2025
	3.50%	3.00%	3.00%	3.50%
Probation Rate	\$27.94	\$28.77	\$29.64	\$30.67
Job Rate	\$32.02	\$32.98	\$33.97	\$35.16
MAINTENANCE 1	Apr 1 2022	Apr 1 2023	Apr 1 2024	Apr 1 2025
	3.50%	3.00%	3.00%	3.50%
Probation Rate	\$28.88	\$29.74	\$30.64	\$31.71
Job Rate	\$32.97	\$33.95	\$34.97	\$36.20
OPERATOR WATER / WASTE TREATMENT	Apr 1, 2022	Apr 1, 2023	Apr 1, 2024	Apr 1, 2025
	3.50%	3.00%	3.00%	3.50%
Probation Rate	\$30.87	\$31.80	\$32.75	\$33.90
Job Rate	\$34.94	\$35.99	\$37.07	\$38.37
PUBLIC WORKS COORDINATOR	Apr 1, 2022	Apr 1, 2023	Apr 1, 2024	Apr 1, 2025
	3.50%	3.00%	3.00%	3.50%
Probation Rate	\$34.20	\$35.22	\$36.28	\$37.55
Job Rate	\$39.47	\$40.65	\$41.87	\$43.33
RECREATION PROGRAMMER		May 1, 2023	Apr 1, 2024	Apr 1, 2025
	3.50%	3.00%	3.00%	3.50%
Probation Rate	\$30.59	\$31.51	\$32.45	\$33.59
Job Rate	\$32.09	\$33.05	\$34.04	\$35.24

WATER AND WASTE TREATMENT ADDITIONAL CERTIFICATIONS	
Premium upon Completion of any Level I Course Related to the individual's classification of Water / Wastewater	+.30¢
Additional premium upon Completion of any Level II Course Related to the individual's classification of Water / Wastewater	+.75¢
Additional premium upon Completion of any Level III Course Related to the individual's classification of Water / Wastewater	+1.25
An additional premium shall be paid to all Employees classified as Senior Wastewater Operators	+\$1.00
These Rates will apply for all hours paid.	

AQUATIC COORDINATOR	Apr 1 2022	Apr 1 2023	Apr 1 2024	Apr 1 2025
	3.50%	3.00%	3.00%	3.50%
Probation Rate	\$28.55	\$29.40	\$30.28	\$31.34
Job Rate 7 – 24 Months	\$31.28	\$32.22	\$33.18	\$34.34
Job Rate 25+ Months	\$34.71	\$35.76	\$36.83	\$38.12
POOL CLERK	Apr 1, 2022	Apr 1, 2023	Apr 1, 2024	Apr 1, 2025
	3.50%	3.00%	3.00%	3.50%
Probation Rate	\$19.41	\$19.99	\$20.59	\$21.31
Job Rate	\$21.91	\$22.57	\$23.25	\$24.06
JUNIOR GUARD	Apr 1 2022	Apr 1 2023	Apr 1 2024	Apr 1 2025
	3.50%	3.00%	3.00%	3.50%
Probation Rate	\$17.27	\$17.79	\$18.33	\$18.97
Job Rate	\$18.10	\$18.65	\$19.21	\$19.88
SENIOR GUARD 2	Apr 1 2022	Apr 1 2023	Apr 1 2024	Apr 1 2025
	3.50%	3.00%	3.00%	3.50%
Probation Rate	\$20.62	\$21.24	\$21.87	\$22.64
Job Rate	\$21.48	\$22.12	\$22.78	\$23.58
SENIOR GUARD 1	Apr 1 2022	Apr 1 2023	Apr 1 2024	Apr 1 2025
	3.50%	3.00%	3.00%	3.50%
Probation Rate	\$21.48	\$22.12	\$22.78	\$23.58
Job Rate	\$24.54	\$25.28	\$26.03	\$26.95
HEAD LIFEGUARD	Apr 1, 2022	Apr 1, 2023	Apr 1, 2024	Apr 1, 2025
	3.50%	3.00%	3.00%	3.50%
Probation Rate	\$23.65	\$24.36	\$25.09	\$25.97
Job Rate	\$26.15	\$26.94	\$27.74	\$28.71

ADDITIONAL CERTIFICATIONS	
Swim Instructor	+ .50¢
Life-Saving Instructor	+ .50¢
These Rates will apply for all hours paid. Fifty cents (\$0.50) per hour for the first category, fifty cents (\$0.50) per hour for the second category to a maximum of one dollar (\$1.00) per hour.	

Relief Supervisor for Aquatic Guard	
Senior Guard 1	+\$1.25
These Rates will apply for all hours worked as a Relief Supervisor.	
The inclusive list of duties assumed when the Aquatic Coordinator is on approved leave (i.e.,..... Vacation, illness, out of town on authorized business, busy times and staff trainings) or as assigned during busy times and training shall be as follows:	
<ul style="list-style-type: none"> - Policy Creation - Procedure Development and Revision - Staff Scheduling - In-service Training - New Staff Orientation & Training - Lesson Plan Evaluation - Maintenance and Cleaning Assignment - Staff Supervision 	

ADDITIONAL CERTIFICATIONS	
Safety Auditor	+ .50¢
These Rates will apply for all hours paid. Fifty cents (\$0.50) per hour.	

Letter of Understanding No. 1: Inside & Outside Workers

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES Local 927
(Hereinafter referred to as The Union)

AND

TOWN OF PINCHER CREEK
(Hereinafter referred to as the Employer)

RE: Inside & Outside Workers

The Town of Pincher Creek wishes to provide assurance to CUPE Local 927 that is not the intention to contract out or terminate regular permanent jobs during the terms of this contract being April 1, 2022 to March 31, 2026.

Should this position change, the Town undertakes to inform the Union to arrange discussions regarding options and other alternatives prior to implementation.

Agreed to this 12 day of OCTOBER 2023.

ON BEHALF OF TOWN OF PINCHER CREEK	ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, Local 927
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Letter of Understanding No. 2: Hours of Work (Outside Workers)

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES Local 927
(Hereinafter referred to as The Union)

AND

TOWN OF PINCHER CREEK
(Hereinafter referred to as the Employer)

RE: HOURS OF WORK (Outside Workers)

Starting in May 2019, between May and October, the Outside Workers regular hours of work shall be from:

7:00 a.m. to 5:30 p.m. = 10 hours/day, with a one-half (1/2) hour lunch interval for lunch between 12:00 Noon and 12:30 p.m. Constituting in a forty (40) hour week, based on a four (4) day workweek schedule.

Should this position change, the matter will be reviewed at the March Labour Management Meeting.

Agreed to this 12 day of OCTOBER 2023.

ON BEHALF OF TOWN OF PINCHER CREEK	ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, Local 927
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Letter of Understanding No. 3: Hours of Work (Administrative Assistants)

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES Local 927
(Hereinafter referred to as The Union)

AND

TOWN OF PINCHER CREEK
(Hereinafter referred to as the Employer)

RE: Hours of Work (Administrative Assistants)

From April to December, the Administrative Assistants may work an extra one (1) hour per day constituting a forty (40) hour work week. The Employee will then be entitled to an (1) additional day off after completing seven (7) days of work at the previously stated hours to a maximum of six (6) combined Earned Days Off.

Earned days off may be taken between July 1 and December 31 subject to the approval of the Employer.

Pre-approved vacation schedules will take priority and where a conflict occurs with another Employee's pre-approved vacation, the earned day off will have to be resubmitted for another date and is subject to approval by the Employer.

Vacation schedules will receive priority, any conflicts, and the earned day off will have to be rescheduled.

Should this position change, the Town undertakes to inform the Union to arrange discussions regarding options and other alternatives prior to implementation.

Agreed to this 12 of OCTOBER 2023.

ON BEHALF OF TOWN OF PINCHER CREEK	ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, Local 927
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Letter of Understanding No. 4: Standby Personnel

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES Local 927
(Hereinafter referred to as The Union)

AND

TOWN OF PINCHER CREEK
(Hereinafter referred to as the Employer)

RE: Standby Personnel

It is agreed that Standby personnel shall receive one hundred and fifty dollars (\$150.00) per weekend starting at 4:00 p.m. on Friday and ending at 8:00 a.m. on Monday. Standby personnel shall receive an additional seventy-five dollars (\$75.00) per day for Statutory Holidays.

Below are requirements of Standby duties:

- List of eligible Operations staff shall be posted (eligibility is defined by the Director of Operations), and or Coordinators.
- Eligible staff shall be scheduled on a voluntary rotation basis or by the Director of Operations, as required.
- Standby personnel shall be required to respond within thirty (30) minutes.
- If staff cannot work a scheduled Standby weekend, it will be their responsibility to find a replacement and to complete a shift change request. Confirmation of shift change must be provided on the calendar to be formal.
- Standby personnel shall carry the shop cell phone [currently at all times during their Standby weekend.
- Standby personnel shall answer the calls and determine if the situation is in fact a Town issue, whether it has to be dealt with immediately, can be deferred until Monday or is a Town issue in the first place, and respond accordingly.
- Standby personnel shall call-out other Operations personnel if the situation warrants it. It shall be the responsibility of the Employee on duty when it is appropriate to call-out crew members in each case.
- All Standby personnel required to attend an incident shall be paid overtime as per the Collective Agreement in place.
- The Town Director of Operations shall continue to be on Standby for weekday evenings.

- All calls taken on weekends shall be documented and communicated to the Director of Operations on the following Monday morning.

Agreed to this 12 day of OCTOBER 2023.

ON BEHALF OF TOWN OF PINCHER CREEK

ON BEHALF OF CANADIAN UNION OF
PUBLIC EMPLOYEES, Local 927



Letter of Understanding No. 5: Student Employees and Union Dues

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES Local 927
(Hereinafter referred to as The Union)

AND

TOWN OF PINCHER CREEK
(Hereinafter referred to as the Employer)

RE: Student Employees and Union Dues

The Parties agree to accept this letter from CUPE Local 927 as notice that effective the date of ratification of the Collective Agreement (~~September 25, 2018~~) all Student Employees of the Town of Pincher Creek shall pay union dues under Article 3 of the CUPE Local 927 Town of Pincher Creek Collective Agreement.

Agreed to this 12 day of OCTOBER 2023.

ON BEHALF OF TOWN OF PINCHER CREEK	ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, Local 927
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