

# COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5606



AND

TOWN OF WAINWRIGHT



JANUARY 1, 2024 – DECEMBER 31, 2026

## Table of Contents

ARTICLE 1 - PREAMBLE .....	3
ARTICLE 2 - MANAGEMENT RIGHTS.....	3
ARTICLE 3 - RECOGNITION AND NEGOTIATION.....	4
ARTICLE 4 - NO DISCRIMINATION.....	5
ARTICLE 5 - UNION SECURITY .....	5
ARTICLE 6 - CHECK-OFF OF UNION DUES.....	5
ARTICLE 7 - CORRESPONDENCE .....	5
ARTICLE 8 - SENIORITY .....	6
ARTICLE 9 – PROBATION.....	7
ARTICLE 10 - PROMOTIONS AND STAFF CHANGES .....	7
ARTICLE 11 - LAYOFFS AND RECALLS.....	8
ARTICLE 12 - GRIEVANCE PROCEDURE .....	8
ARTICLE 13 - ARBITRATION.....	10
ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE .....	11
ARTICLE 15 - OVERTIME.....	12
ARTICLE 16 - JOINT COMMITTEES.....	12
ARTICLE 17 - SHIFT WORK PREMIUMS .....	13
ARTICLE 18 - SICK LEAVE PROVISIONS.....	14
ARTICLE 19 - STAND-BY .....	15
ARTICLE 20 - STATUTORY HOLIDAYS .....	15
ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION.....	15
ARTICLE 22 - LEAVE OF ABSENCE .....	16
ARTICLE 23 - HOURS OF WORK.....	18
ARTICLE 24 - ANNUAL VACATIONS.....	19
ARTICLE 25 - EMPLOYEE BENEFITS.....	20
ARTICLE 26 - GENERAL .....	22
ARTICLE 27 - DEFINITION OF EMPLOYEES.....	22
ARTICLE 28 - UNIFORMS AND CLOTHING ALLOWANCE.....	23
ARTICLE 29 - PAYMENT OF WAGES AND ALLOWANCES .....	23
ARTICLE 30 - RETROACTIVITY .....	24
ARTICLE 31 - TERM OF AGREEMENT .....	24
ARTICLE 32 - WAGES AND CLASSIFICATIONS .....	25
ARTICLE 33 - DATE OF AGREEMENT.....	27
JOB CLASSIFICATIONS .....	28

## **COLLECTIVE AGREEMENT**

### **BETWEEN**

**The Town of Wainwright**

and

**The Canadian Union of Public Employees Local 5606**

### **ARTICLE 1 - PREAMBLE**

- (1) The purpose of this Agreement is to maintain a harmonious and co-operative relationship between the Employer and the Employees covered by the Union's certification.
- (2) To provide an amicable method of settling differences or grievances, which may arise between the Employer and its Employees.
- (3) To promote the mutual interests of the Employer and the Employees.

### **ARTICLE 2 - MANAGEMENT RIGHTS**

- (1) The Union recognizes that it is the function of the Employer to exercise the regular and customary function of Management and to direct the working forces of the Employer, subject to the terms of the Agreement, and the Town, on its own behalf and on behalf of the electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in by the Laws of the Province of Alberta and including all those historical, traditional and residual rights of management not specifically limited by expressed terms within this Agreement.
- (2) The Employer shall not exercise its rights to direct the working forces in a discriminatory manner, nor shall these rights be used in a manner which would deprive any present Employee of their employment except through just cause.
- (3) The Employer will not discriminate against an Employee because of their connection with the Union, nor shall the Union discriminate against any Employee because of non-membership in the Union.
- (4) The Employer bears no responsibility for Employees who become incapacitated while gainfully employed by an Employer other than the Town of Wainwright.

### **ARTICLE 3 - RECOGNITION AND NEGOTIATION**

- (1) The Employer recognizes the Canadian Union of Public Employees and its Local 5606 as the sole and exclusive collective bargaining agent for all of its Employees, as defined in Certificate Number 67-2012 of the Labour Relations Board dated May 16, 2012 except the Chief Administrative Officer, Director of Corporate Services, Director of Finance, Director of Public Works, Director of Planning and Development, Director of Parks and Recreation, Town Engineer, Town Planner/Development Officer, Economic Development Officer, Facilities Manager, Director of Protective Services, Municipal Enforcement Officer, Community Peace Officer, Public Works Foreman, Health and Safety Coordinator, Assistant Director of Finance, GIS - IT Coordinator, Executive Assistant, Planning and Economic Development Assistant, Finance Coordinator, Municipal Interns hired for the Municipal Internship Program administered by Alberta Municipal Affairs, Part-time Climbing Wall and Fitness Staff, and Post-Secondary/High School students hired for the period May 1<sup>st</sup> to August 31<sup>st</sup>. This period may be extended until December 31<sup>st</sup> of each year under extenuating circumstances. A request for extension will not be unreasonably denied.
- (2) No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.
- (3) Persons whose jobs are not in the bargaining unit shall be permitted to perform work in cases of emergencies or when a qualified Employee is not available to do the work, on a temporary basis within the Unit, providing that the performing of such work does not reduce the hours of work or pay of any Employee.
- (4) The Employer recognizes that the Union and its members may have the assistance of a CUPE National Representative during communications with the Employer and in exercising its rights as outlined in this Collective Agreement.
- (5) Negotiating Committee for the Union

Members of the Union Negotiating Committee shall be granted leave at their regular rate of pay when they are required to meet with representatives of the Town for the purpose of collective bargaining during regular working hours without loss of remuneration.

It is understood that no more than five (5) members of the Union will be granted leave for the purpose of collective bargaining on behalf of the Union. The Union members shall be Employees of the Town. The Union will provide the Employer with the names of the Union Negotiating Committee in the Notice to Bargain as per the requirements of the Alberta *Labour Relations Code*.

#### **ARTICLE 4 - NO DISCRIMINATION**

- (1) The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise, by reason of age, ancestry, colour, family status, gender, gender expression, gender identity, mental disability, marital status, physical disability, place of origin, race, religious beliefs, sexual orientation, source of income, nor by reason of membership or activity in the Union, or any other reason.
- (2) No Employee's relative (husband, wife, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law or sister-in-law, or common law spouse) shall be hired, placed or transferred to a department in which another member of the same family is directly responsible for supervision of the relative.

#### **ARTICLE 5 - UNION SECURITY**

##### **Employees to be Members**

- (1) Employees of the Employer, with the exception of those identified as exempt in Article 3(1), as a condition of continued employment, shall become members of the Union. All new Employees shall, as a condition of employment, become members in good standing in the Union within forty (40) days of employment.
- (2) The Employer agrees to acquaint potential Employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

#### **ARTICLE 6 - CHECK-OFF OF UNION DUES**

The Employer agrees to deduct union dues, initiation fees and assessments from wages of all Employees each month and remit same to the Union together with a list of Employees on whose behalf the deductions have been made; all of which shall be forwarded to the Secretary Treasurer of CUPE Local 5606 by the 15th day of the month following the month of collection. Such collection of dues, fees and assessments shall begin with an Employee's first full day of employment and will be deducted only as long as an Employee is receiving wages from the Employer.

#### **ARTICLE 7 - CORRESPONDENCE**

All correspondence between parties arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer and the President of the Union. The Union will provide a list of officers appointed to the Local on an annual basis.

## **ARTICLE 8 - SENIORITY**

(1) **Service** is defined as the total continuous years of service with the Employer, beginning at the last date of hire and is used for determining vacation entitlement.

(2) **Seniority**

(a) Seniority for a full-time Employee is defined as the total continuous years of service with the Employer, beginning at the last date of hire and shall continue to accrue during authorized leave of absence.

Seniority will continue to accrue during:

(i) Approved leaves of absence inclusive of but not limited to the following:

- Bereavement Leave
- Compassionate leave
- Jury duty or court service
- Workers Compensation
- Parental Leave
- Long Term Disability of two (2) years or less

(ii) Vacation

(iii) Periods of illness or injury

(iv) A legal strike or lockout

(v) Layoff under two (2) years duration.

(3) Seniority is used in determining:

- (a) consideration for right or preference for vacation periods within a departmental unit;
- (b) consideration for promotion, lay-off, recall, or transfer.

(4) Seniority shall be lost by reason of:

- (a) Termination of employment;
- (b) If the Employee fails to report for work without proper cause, after layoff within seven (7) working days of recall after being notified by registered mail.
- (c) If the Employee fails to report for work without permission to be absent for a period exceeding three (3) consecutive working days;
- (d) On the expiration of two (2) years following a layoff during which time the Employee has not been recalled;
- (e) In cases where the Long Term Disability exceeds two (2) years;
- (f) On retirement; or
- (g) Resignation by Employee.

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced with the Town. The seniority list shall be posted on bulletin boards annually.

## **ARTICLE 9 – PROBATION**

Newly hired Employees shall serve a probationary period of three (3) months. The probationary period may be extended at the discretion of the Employer for an additional three (3) months. The Employer will notify the Union and the Employee of the extension and will identify the reason(s) for the extension.

During the probation period, Employees shall, unless otherwise specified, be entitled to all rights and privileges under this agreement except with respect to discharge. The employment of probationary Employees may be terminated at any time during the probation period provided written reasons for the termination are provided to the Employee and the Union. The probationary Employee shall have the right to grieve their termination up to but not including arbitration. After completion of the probation period, seniority shall be effective from the original date of employment.

## **ARTICLE 10 - PROMOTIONS AND STAFF CHANGES**

- (1) When a vacancy occurs or a new position is created either inside or outside of the bargaining unit, for a full-time, part-time, or temporary position, the Employer shall be at liberty to immediately fill the position temporarily, but then shall forthwith notify the Union in writing and post notice of the position in the Employer's offices, shops and on bulletin boards for a minimum of five (5) working days so that all Employees will know about the vacancy or new position. Such notice shall contain the nature of the position and qualifications required.
- (2) In making promotions, the Employer agrees to make such promotions from present personnel in the service on the basis of seniority, ability and qualifications being sufficient to handle the job. The successful applicant shall be placed on a trial period of sixty (60) days. Conditional upon satisfactory service, such trial period shall become permanent after sixty (60) days. In the event the applicant proves unsatisfactory, they shall be returned to their former position and wage rate without loss of seniority. An Employee on a trial period shall have the right to return to their former position within a sixty (60) day period if the Employee so desires.
- (3) The Employer may immediately advertise to fill a vacancy, but shall not hire such persons until present employees have had an opportunity to compete for the job in accordance with Article 10(1).
- (4) The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls, resignations, retirements, and terminations of employment.

## **ARTICLE 11 - LAYOFFS AND RECALLS**

- (1) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of layoff, where knowledge, ability and skills are relatively equal, Employees should be laid off in reverse order of their seniority. Employees shall be recalled in the order of their seniority provided they have the necessary knowledge, ability and skills to perform the work. Employees recalled to do work at a lower rated job than the job previously held prior to layoff shall receive the rate of pay for such lower rated job until an opening is available in their previous classification to which the Employee shall have the choice to be recalled.
- (2) No new Employees shall be hired until those laid-off, and who have the necessary knowledge, ability and skills to perform the available work, have been recalled.
- (3) The Employer shall notify Employees who are to be laid off ten (10) working days prior to the effective day of layoff or provide ten (10) days' pay in lieu thereof.
- (4) This article shall only apply to part-time and full-time Employees.
- (5) Grievances under these provisions shall start at the step in the grievance procedure which directs this action to the Chief Administrative Officer.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

- (1) A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.
- (2) The grievor shall be present at each step of the grievance procedure, and shall be represented by a shop steward and/or a Union Representative.
- (3) The Employer acknowledges the right of the Union to appoint or elect stewards whose duties shall be to assist any Employee which the steward represents in preparing and in presenting their grievance in accordance with grievance procedures.
- (4) **Union Grievance Representative:** The Union shall notify the Employer, in writing, of the name of the Union Representative responsible for processing grievances.
- (5) The time limits specified in the procedure shall be working days and shall not include Saturdays, Sundays and named Holidays. Time is of the essence, although the time limits may be extended by the consent of both parties, in writing.
- (6) The purpose of the grievance provisions is to ensure that any grievance is processed in an expeditious manner; therefore, compliance of the provisions is mandatory. If the Employer fails to comply with the provisions, the grievance may be processed to the next step by the grievor. If the grievor fails to comply with the time provisions, the grievance shall be considered abandoned. An abandoned grievance will not prejudice Employees in any future grievance of a similar nature.



- (7) 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 remedy or correction the Employer is requested to make; and
  - (d) The section(s) where the agreement is claimed to have been violated.
- (8) 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 may be submitted to the Department Head or their delegate in writing as aforementioned.

A meeting between the parties shall take place, with the decision of the Department Head being rendered in writing within ten (10) days from the receipt of the submission at this step.

**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 may be submitted to the Chief Administrative Officer in writing as aforementioned.

A meeting between the parties shall take place with the decision of the Chief Administrative Officer being rendered in writing within ten (10) days following receipt of the submission at this step.

**Step 4**

Failing settlement at Step 3, and within ten (10) days after receipt of the written response from the Chief Administrative Officer in Step 3, the grievance may be submitted to the appropriate committee of Council and/or Town Council in writing as aforementioned. A meeting between the parties and this committee shall take place, with the decision being rendered in writing within ten (10) days following the receipt of the submission at this step.

### **Step 5**

Failing settlement at Step 4, the grievance may be processed to Arbitration as hereinafter described.

- (9) The Union shall have the right to originate policy or group grievances which are not of an individual nature, but which are applicable to all or any Employees covered by the scope of this Agreement.
  - (a) A Union policy or group grievance or a discharge grievance shall comply with all of the provisions of the Grievance Procedure, except that these types of grievances may be initiated at Step 3.
- (10) A Town grievance may be filed in writing as aforementioned within ten (10) days of the event giving rise to same and shall be submitted to the Union's Local President with a copy submitted to the appropriate National Representative of CUPE.

### **ARTICLE 13 - ARBITRATION**

- (1) Any dispute or 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), may be referred to a Board of Arbitration as hereafter outlined.
- (2) Either party who feels a satisfactory settlement has not been reached may within twenty (20) working days (not including Saturday, Sundays or Named Holidays) on receipt of the decision of the Employer with respect to Employee(s) grievance, or the decision of the Union in respect of the Employer's grievance, request the formation of a Board of Arbitration, by formally notifying the other party in writing of its desire to arbitrate, at the same time submitting the name of the person nominated by them to be their appointee on the Board.
- (3) Within ten (10) working days (not including Saturdays, Sundays, or Named Holidays), the party receiving the above notice shall notify the above appointee and the other party of their appointee to the Board.
- (4) The two (2) appointees so selected shall, within a period of ten (10) working days (not including Saturdays, Sundays, or Named Holidays), select a third person to act as Chairperson, or if the appointees fail to agree on a third person to act as Chairperson within twenty (20) working days (not including Saturdays, Sundays and Named Holidays) the appointments shall be made by the Minister of Labour upon the request of either the Employer or the Union, except that with the consent of both the Employer and the Union time limits as above specified may be extended for such times as are agreed to by the Employer and the Union in writing.

- (5) The Arbitration Board shall hear and determine the grievance and shall issue an Award in writing. The decision of the Board is final and binding upon the parties and upon any Employee affected by it. The decision of a majority of the Board members is the award of the Arbitration Board, but if there is not a majority, the decision of the Chairperson governs and it shall be deemed to be the Award of the Board.
- (6) Each party to the grievance shall bear the expense of its respective appointee to the Arbitration Board and the two parties shall bear equally the expenses of the Chairperson.
- (7) The Arbitration Board:
  - (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.
- (8) Where the Board decides that an Employee has been suspended or dismissed unjustly, the Arbitration Board:
  - (a) May direct the Employer to reinstate the Employee and pay to the Employee a sum equal to their wage loss by reason of their suspension or dismissal, less pay monies earned by the Employee during their period of suspension or dismissal, or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable.
  - (b) May make such other directives varying the penalty as it considers fair and reasonable having due regard to the terms of the Collective Agreement.

#### **ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE**

- (1) Whenever an Employee is disciplined and the discipline is intended to be a matter of management record, the Employee shall be given written particulars of the discipline whether it be a warning, suspension or discharge and a copy shall be sent to the Union.

Further, an Employee has the right to have a Union representative present at any investigative meeting with the Employer that has the potential to lead to discipline or at any meeting where discipline is issued.

In the interest of both parties, when a meeting between the Employee and the Employer deteriorates or becomes unproductive it will immediately stop and will be reconvened as soon as a Union Representative can be arranged.

- (2) An Employee shall have the right to have access to their personnel record, twice yearly, and during any grievance or arbitration procedure.

- (3) Any notice of discipline placed on an Employee's file shall be deemed void and not be used to support further discipline after a period of eighteen (18) months, exclusive of absences due to illness greater than 30 calendar days, provided that:
  - (a) no further disciplinary action has been taken during the eighteen (18) month period; or
  - (b) the disciplinary action is not the subject of an unresolved grievance.

All Employee records shall remain confidential unless requested by the Law Courts.

#### **ARTICLE 15 - OVERTIME**

- (1) Overtime rates shall be paid for any work performed during any hours other than regular hours.
- (2) Overtime rates shall be time and one-half (1 1/2) for the first two (2) hours overtime following the regular hours of employment and double time thereafter. Double time pay shall be paid for work done on an Employee's regular day off, whether it be Saturday, Sunday or a weekday. Double time shall be paid for all work performed on a Statutory Holiday.
- (3) A minimum of two (2) hours at double time shall be paid for each call out.
- (4) In giving out overtime, the Employer agrees to distribute such overtime as evenly as possible among the Employees who regularly perform the duties, except in the case of Emergency.
- (5) No Employee shall be required to take time off in lieu of overtime except by mutual agreement between the Employee and the Employer. Such time off shall be equal to the appropriate overtime rate as it was earned.
- (6) Overtime must be approved by the Employer.

#### **ARTICLE 16 - JOINT COMMITTEES**

##### **JOINT HEALTH AND SAFETY COMMITTEE**

- (1) The Union and the Employer shall co-operate in continuing and perfecting regulations which will afford adequate protection to the Employees engaged in work for the Employer.
- (2) A Joint Health and Safety Committee shall be established and be composed of two (2) representatives appointed by the Employer, two (2) representatives of the Union, and one (1) representative elected by the fire department members. Additional members may be added by mutual agreement of the Employer and the Union.

- (3) The Joint Health and Safety Committee shall hold meetings as requested by the Employer and the Union, and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. The Committee shall make regular safety inspection tours. Minutes of all Joint Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union.
- (4) The Employer agrees to provide and maintain suitable first aid equipment on all job sites and in all vehicles as required by the *Occupational Health and Safety Act*.

#### **JOINT LABOUR - MANAGEMENT COMMITTEE**

- (5) A Joint - Labour Management Committee shall be established and be composed of two (2) representatives appointed by the Employer and two (2) representatives of the Union. Additional members may be added by mutual agreement of the Employer and the Union.
- (6) The Committee will meet twice per year. The Committee can meet more often, if necessary.
- (7) The Committee will strive to maintain a collaborative, respectful and problem-solving approach to outstanding issues.
- (8) The Committee will concern itself with the following general matters:
  - (a) The sharing of information to improve communication, transparency, and the overall relationship between the Employer and the members of the Union.
  - (b) Review suggestions and recommendations of both the Employer and Employees with the goal of improving working conditions for Employees and service levels to the citizens of the Town of Wainwright.
  - (c) Improving and correcting conditions in order to minimize grievances and misunderstandings.
  - (d) Attempt to resolve concerns with the administration of the Collective Agreement.
- (9) Minutes of the Joint Labour - Management Committee meetings shall be kept and once reviewed by both the Employer and Union Committee, will be forwarded to the President of the Union and Chief Administrative Officer.

#### **ARTICLE 17 - SHIFT WORK PREMIUMS**

- (1) All shift work shall be posted ten (10) working days in advance.
- (2) In recognition of the undesirable features of shifts, premiums of one dollar (\$1.00) per hour shall apply on all shifts in which any hours are worked between 5:00 p.m. and 6:00 a.m. for full-time Employees and permanent part-time Employees who average thirty (30) hours or more per week.

This article shall not apply to part-time Employees working less than thirty (30) hours per week averaged over a shift cycle, or seasonal Employees.

## **ARTICLE 18 - SICK LEAVE PROVISIONS**

- (1) Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled.
- (2) Sick leave shall be earned by Employees on the basis of one and one-half (1 1/2) calendar days sick leave per month with pay. Any portion of the unused sick leave shall be accumulated to a maximum of one hundred twenty (120) calendar days.
- (3) If proof of illness is required by the Town, the Employer may require a certificate from the Employee's attending medical practitioner, and/or a statement signed by the Employee substantiating the illness.
- (4) If an Employee has been on sick leave due to illness, injury, or surgery, their supervisor may request a doctor's clearance stating that they are fit to return to regular duties. When the Employer requests a return-to-work clearance, the Employer agrees to compensate the Employee for the cost.
- (5) A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.
- (6) The Employee shall be entitled, after notifying their superior, to use up to five (5) days per annum of their sick leave for personal purpose. The Employee's request shall not be unreasonably denied.
- (7) A record of unused sick leave shall be kept by the Employer. On the anniversary date of this Agreement, the Employer shall forward to the President of the Union a list of Employees indicating the total unused sick leave that has accumulated for each Employee. The Employer also agrees to provide each Employee with a record of their unused sick leave. The information will be provided on the Employees' paystubs.
- (8) An Employee given a leave of absence without pay for a month or more, or laid off on account of lack of work, does not accumulate sick leave credits while they are not working.
- (9) An Employee having accrued sick leave to their credit shall, on retirement, receive a salary grant in lieu thereof equal to such credit at the average rate of the highest five (5) years of pay effective during the period the sick leave was accumulated.

Retirement is defined as any Employee eligible for retirement through the Local Authority Pension Plan having qualified for the "85" Factor or having qualified under the Canada Pension Plan having reached the age of 65, whichever eligibility comes first.

## **ARTICLE 19 - STAND-BY**

Any Employee detailed for stand-by duty shall receive thirty-two dollars (\$32.00) per day with overtime rates paid for actual work performed during this stand-by. Checking of water, sewer and gas facilities will be considered part of the stand-by duties for which an Employee will be granted one (1) hour of in lieu time.

## **ARTICLE 20 - STATUTORY HOLIDAYS**

(1) The Employer recognizes the following as paid holidays:

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

And any other day proclaimed a holiday by the Federal or Provincial Governments and the Town of Wainwright.

- (2) When any of the above-noted holidays fall on a Saturday or Sunday and this day falls outside of the Employee's regular work days, the following Monday shall be deemed to be the holiday for the purpose of this Agreement. For Parks and Recreation Department Employees, when any of the above-noted holidays fall on the Employee's scheduled day off, the Employee shall receive another day off with pay, at a time mutually agreed upon by the Employer and the Employee.
- (3) If any Employee is absent on the working day immediately prior to or following the Statutory Holiday, no payment shall be made for the Statutory Holiday, unless the absence is covered by a medical certificate or an authorized leave of absence.

## **ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION**

When the duties in any classification are changed, or where the Union and/or an Employee feels they are unfairly or incorrectly classified or when any position not covered by Article 32 is established during the terms of this Agreement, the rate of pay shall be subject to negotiation between the Employer and the Union. If the parties are unable to agree on reclassification and/or rate of pay for the job in question, such dispute shall be submitted to arbitration in accordance with Article 13. The new rate shall be retroactive to the time the position was first filled by the Employee.

## **ARTICLE 22 - LEAVE OF ABSENCE**

- (1) Representatives of the Union shall be granted permission without loss of pay or benefits, to leave their employment in order to carry out negotiations, grievances and arbitration procedures with the Employer. Notice of such shall, when possible, be given to the Employer at least three (3) working days in advance.
- (2) Upon written request to the Employer, two weeks in advance, leave of absence without pay and without loss of seniority shall be granted to Employees elected or appointed to attend Union Conventions, Conferences and Educational. Such leave will be limited to three (3) Employees at any one time. The granting of approval will be based upon operational needs and will not be unreasonably denied.
- (3) The Employer recognizes the right of an Employee to participate in Public Affairs and an Employee who is elected to public office shall be allowed leave of absence without loss of their accumulated seniority during their term of office.
- (4) Leave of absence without pay for full-time Union employment shall be granted under the following conditions:

In the event that an Employee becomes a full-time official of the Union, they shall be granted leave of absence for the purpose of carrying out the duties of their office and shall retain their seniority with the Employer as if they had remained in continuous employment therein. They shall have the right at any time upon giving one (1) months' notice to return to their previous position or to such other position to which they may be promoted by reason of seniority and ability. Such leave of absence will be granted for a period not exceeding one (1) year, however, may be renewed on request during their term of office.

- (a) In leaves under this provision which are greater than three hundred and sixty-five (365) days, an Employee shall be offered the first available job to which they are qualified upon their return.

Such an Employee shall make contributions to all Employee benefits, participating in same as would a permanent Employee of the Employer. Their contributions to these benefits shall be based on their earnings during their full-time employment with the Union who shall pay the Employer's portion, making due allowance for changes in their marital status and number of dependents.

- (5) In the event an Employee is required to serve as a witness in matters arising out of their employment in the Town, the Employer shall pay such an Employee any difference between their normal earnings and payment they receive for service as a witness. The Employee will present proof of service and the amount of pay received.
- (6) Where it is necessary for an Employee to take leave in order to attend educational conferences, or sessions, or to write examinations to improve qualifications, and where such will be of benefit to the Employer, such leave shall be given without loss of pay or seniority providing the Employee has received prior written permission from the Employer.



(7) The Employer shall grant leave of absence without pay and without loss of seniority to any Employee requesting leave for good and sufficient cause, such request is to be in writing. It is agreed and understood that such leave of absence shall not exceed six (6) months.

(8) **Bereavement**

- (a) An Employee shall be granted five (5) consecutive work days leave, excluding regular scheduled days off and paid holidays as per Article 20 of this Collective Agreement, without loss of wages in the case of the death of a parent, spouse/same sex partner, common-law spouse, brother, sister, brother-in-law, sister-in-law, child, mother-in-law, father-in-law, uncle, aunt, grandparent, grandchild, or great grandparent.
- (b) Upon Employee request, bereavement leave may be separated and granted as two separate leaves to accommodate a funeral and a separate ceremony scheduled at a later date. The separate leaves shall not exceed the five (5) days total granted in (8) (a). The combined leave must be taken within one (1) year from the date of death, however an extension may be granted with Employer approval.
- (c) Where the funeral or ceremony occurs outside the Province, the Employer may grant such additional time, not to exceed four (4) calendar days as may be necessary. If travel outside Canada or the United States is required, an additional three (3) days shall be granted.

(9) One-half (1/2) day shall be granted without loss of salary or wages to attend an in town funeral as a pallbearer. One (1) day shall be granted without loss of salary or wages to attend an out of town funeral as a pallbearer.

(10) **Maternity, Adoption and Parental Leave**

- (a) Maternity, Adoption, or Parental Leave shall be granted in accordance with the *Employment Standards Code* and the Alberta Human Rights Commission.
- (b) An Employee returning from maternity leave shall be reinstated in the same position at the rate of pay in effect for the position.

(11) **Compassionate Care Benefit**

An Employee upon request shall be granted a leave of absence in accordance with the guidelines of the Employment Insurance (EI) Compassionate Care Benefit to care for a seriously ill family member.

(12) **Domestic Violence Leave** - as per Alberta Employment Standards.

(13) **Personal and Family Responsibility Leave** - as per Alberta Employment Standards.

(14) **Leave for Citizenship Ceremony** - as per Alberta Employment Standards.

## **ARTICLE 23 - HOURS OF WORK**

- (1) The normal working hours for outside Employees shall be forty (40) hours per week, five (5) consecutive days, Monday to Friday with one (1) hour off for lunch.
- (2) **Work Schedules - Full-time Employees**
  - (a) **Public Works Department** shall be assigned hours of work that provide for:
    - (i) Five (5) consecutive days of work from Monday to Friday.
    - (ii) Shifts to be scheduled between 7:00 a.m. and 12:00 a.m.
    - (iii) Shifts of nine (9) consecutive hours, inclusive of a one (1) hour unpaid lunch break, and two 15-minute paid rest periods scheduled during the first and second half of each shift.
  - (b) **Parks and Recreation Department** shall be assigned hours of work that provide for:
    - (i) Five (5) days of work, inclusive of weekends, with two (2) consecutive days off.
    - (ii) Shifts to be scheduled between 6:00 a.m. and 12:30 a.m.
    - (iii) Shifts of nine (9) consecutive hours, inclusive of a one (1) hour unpaid lunch break, and two 15-minute paid rest periods scheduled during the first and second half of each shift.
  - (c) **General Administration Department** (Clerical - all departments) shall be assigned hours of work that provide for:
    - (i) Town Hall and RCMP Station Clerical - Five (5) consecutive days of work from Monday to Friday, with shifts to be scheduled during normal office hours.
    - (ii) Parks and Recreation Clerical - Five (5) days of work, inclusive of weekends, with two (2) consecutive days off, with shifts to be scheduled between 6:00 a.m. and 10:30 p.m.
    - (iii) Shifts of eight and one-half (8 ½) consecutive hours, inclusive of a one (1) hour unpaid lunch break, and two 15-minute paid rest periods scheduled during the first and second half of each shift.
    - (iv) Thirty-seven and one-half (37 ½) hours per week.
- (3) Seniority shall determine shift preference, subject only to ability to perform the requirements of the job.
- (4) Rest periods shall be arranged by the Employer in such a manner as to cause minimum disruption of work schedules. Rest periods shall be taken at or near the place of work.
- (5) If an Employee reports for work and is unable to commence work, such Employee shall be paid for four (4) hours at regular rate unless the Employee is sick and unable to work of their own volition.

- (6) This Article shall not apply to Employees hired to perform seasonal work. Seasonal Employees will be advised by the Employer as to their expected length of services, approximate hours per day and hours per week.
- (7) Regardless of Article 23(2), hours of work may vary, by mutual agreement between the Employee and the Employer, from the regular schedule to accommodate the following functions:
- Pesticide/herbicide applications
  - Painting road markings
  - Street cleaning
  - Special functions in Town facilities
  - Natural disasters
  - Emergencies

#### **ARTICLE 24 - ANNUAL VACATIONS**

- (1) An Employee shall accrue and receive an annual vacation with pay in accordance with their years of employment as follows:
- Three (3) weeks until the completion of the ninth (9<sup>th</sup>) year
  - Four (4) weeks from the beginning of the tenth (10<sup>th</sup>) year up to the completion of the fourteenth (14<sup>th</sup>) year
  - Five (5) weeks from the beginning of the fifteenth (15<sup>th</sup>) year up to the completion of the twenty-fourth (24<sup>th</sup>) year
  - Six (6) weeks from the beginning of the twenty-fifth (25<sup>th</sup>) year
- (2) If a statutory or declared holiday falls, or is observed, during an Employee's vacation period, they shall be allowed an additional day's vacation.
- (3) Employees electing to have their vacation requests considered based on seniority, must submit their requests by April 15<sup>th</sup> of each year. The Employer will notify Employees who have made this election if their requested vacation has been approved by April 30<sup>th</sup> of each year. After April 30<sup>th</sup>, all vacation requests will be granted on a first come, first serve basis.

Vacation approval will be granted on operational needs. No vacation request will be unreasonably denied.

- (4) An Employee shall take their vacation in an unbroken period unless otherwise mutually agreed upon between the Employer and the Employee.

- (5) Any portion of the unused annual vacation days shall be accumulated to a maximum of fifteen (15) calendar days over the allotted vacation at year end. For the purpose of this clause, "year end" refers to the end of the calendar year.

Example: Employees with

3 Weeks' Vacation entitlements cannot carry over more than 30 days

4 Weeks' Vacation entitlements cannot carry over more than 35 days

5 Weeks' Vacation entitlements cannot carry over more than 40 days

6 Weeks' Vacation entitlements cannot carry over more than 45 days

- (6) By September 15<sup>th</sup> of each year, the Employer shall provide Employees with a written statement of their estimated unused vacation time that exceeds the maximum amount of accumulation identified in Article 24(5).

The Employee will schedule vacation accordingly. Should mutual agreement not be reached between the Employee and Employer by October 31<sup>st</sup> to schedule the excess vacation time, the Employer has the right to schedule the Employee's excess vacation time during the last two months of the payroll year.

#### **ARTICLE 25 - EMPLOYEE BENEFITS**

- (1) The Town will make available group health benefits, insurance benefits, and/or pension plans from an insurer, or insurers of their choice, for the benefit of Employees covered by this Agreement. When enrollment and other requirements for group participation in various plans have been met, the Town will sponsor such plans to the portion agreed upon, and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.
- (2) In addition to the Canada Pension Plan, every eligible Employee shall participate in the Local Authorities Pension Plan. The Employer and the Employee shall make contributions in accordance with the provisions of the plan.
- (3) Enrolment in the various benefit plans is a condition of employment, except where an Employee is covered by a spouse with similar coverage. In this event, the Employee shall have the option of being covered by the Employer's benefit plan.
- (4) Participation by the Employer towards group benefits premiums for full-time Employees is one hundred percent (100%) of the premiums to a maximum as follows:
  - (a) Extended Health Care Plan with Vision
  - (b) Group Life Insurance
  - (c) Dental Plan
  - (d) Long Term Disability (mandatory for full-time employees).
- (5) Payments towards the above benefit plans by the Town permit them to retain EI premium rebates from the Canada Employment Insurance Commission.
- (6) Transportation to the nearest physician or hospital for Employees requiring care as a result of an occupational accident shall be at the expense of the Employer.

- (7) An Employee prevented from performing their regular work on account of an occupational accident that is recognized by the Workers Compensation Board as compensable within the meaning of the Workers Compensation Act, shall receive their regular pay for one full pay period following the workplace injury and must sign over to the Employer any Workers Compensation Board wage replacement during that time. The Employer will continue to pay the Employee's benefits for six (6) months following the occupational accident.
- (8) Employees may opt to continue participating in the group benefits program under the following conditions:
  - (a) Continued participation is subject to that which is authorized or accepted by the benefit agency.
  - (b) Participation is limited to:
    - (i) the first sixty (60) days of a lay-off
    - (ii) the first sixty (60) days of an unpaid absence due to illness or accident
    - (iii) any authorized leave of absence under one (1) year in duration
  - (c) An Employee opting to maintain group benefits shall prepay both the Employer and Employee portions of the applicable premiums.
    - (i) The onus is upon the Employee to ensure that prepaid premiums reach the Town at the appropriate times.
    - (ii) Benefits will be suspended should the Town not receive the prepaid premiums and will not be reinstated until an Employee returns to work.
- (9) An Employee who is attending a Trades College to complete an approved apprenticeship with the Town shall continue to receive their Employee benefits for the duration of the leave. The Employee's portion of the premiums are to be deducted from their pay prior to this leave occurring. The Employer will continue to pay their portion of the premiums.
- (10) Employees that are eligible for benefits under Article 25(4) will have access to a Flexible Spending account as follows:
  - (a) \$350.00 per year will be available in a Flexible Spending Account in 2024.
  - (b) \$400.00 per year will be available in a Flexible Spending Account in 2025 and 2026.

Employees who commence employment after July 1st will receive fifty percent (50%) of the annual allotment.

## **ARTICLE 26 - GENERAL**

- (1) Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require.
- (2) The Employer agrees to provide a bulletin board in the Administration Office, Arena, Swimming Pool, Parks and Recreation Shop, Public Works Shop and Utility Shop so that the Employees will have access to them and upon which the Employer and the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.
- (3) The Employer agrees to supply on approval of a Director, any tools or equipment considered necessary for Employees to perform their normal duties. Replacement will only be made by producing the worn or broken tool.
- (4) The Employer and the Union agree to print and supply all members and all new members with a copy of the Collective Agreement, on a fifty-fifty cost-share basis.
- (5) No Employee presently employed by the Employer within the scope of this Agreement shall lose their employment or suffer a reduction in salary during the life of the Agreement as a result of contracting out or technological changes.

## **ARTICLE 27 - DEFINITION OF EMPLOYEES**

- (1) Full-time Employees are those who are not in a temporary or probationary status and who are regularly scheduled to work a full-time schedule as per Article 23.
- (2) Part-time Employees are those who are not assigned to a temporary or probationary status and who are regularly scheduled to work less than a full-time work schedule but work a regular number of hours per week.
- (3) A Temporary Employee is a permanent Employee in a temporary position or a non-permanent Employee who is hired to fill a position on a temporary basis for a specific period of time. A Temporary Employee may work full-time or part-time hours.

A permanent Full-time or Part-Time Employee who is the successful applicant for a temporary position shall revert to their former status and position upon the completion of the temporary position and shall maintain all rights and benefit eligibility they had as a Full-time or Part-Time Employee during the duration of the temporary position.

- (4) A Seasonal Employee is a non-permanent Employee who is hired to meet the various seasonal requirements as defined by the Employer. A Seasonal Employee may work full-time or part-time hours.
- (5) No Temporary or Seasonal Employees shall be hired to avoid the filling of permanent positions.

## **ARTICLE 28 - UNIFORMS AND CLOTHING ALLOWANCE**

- (1) The parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention, and the Employer agrees to provide safety equipment, clothing and protective apparel when required and to install devices where reasonable or necessary. Clothing and protective apparel shall be inclusive of, but not limited to:

- Hard Hats
- Rubber Boots
- Rain Wear
- Coveralls
- Rubber Gloves
- Goggles

- (2) Clothing and protective apparel provided by the Employer will remain the property of the Employer. In the event it is determined that clothing or protective apparel issued by the Employer is lost or damaged through Employee neglect, the Employee shall be billed for its current value, taking into account general wear and tear.
- (3) Clothing and protective apparel provided in accordance with this Article shall be replaced, as necessary, by the Employer without cost to the Employee.
- (4) An allowance of up to two hundred and fifty dollars (\$250.00) will be provided every year to those full-time Employees (including permanent staff who work over 30 hours a week) and are required by the Employer to wear swim wear, safety footwear, or safety coats.

The Employer's contribution shall not exceed the actual cost of the safety footwear, safety coat or swim wear and shall be paid only upon receipt of proof of purchase.

## **ARTICLE 29 - PAYMENT OF WAGES AND ALLOWANCES**

- (1) The principle of equal pay for equal work shall apply regardless of sex.
- (2) Part-time Employees shall receive wage rates and conditions of employment specified in this Agreement on a pro-rata basis according to their hours of work.
- (3) The Employer shall pay salaries and wages bi-weekly in accordance with Article 32 attached hereto and forming part of this Agreement.
- (4) No Employee shall be required to use their car or truck for the Employer's business.
- (5) Any Employee required to assume the duties of a higher classification shall be paid for all hours worked in the higher classification at the wage rate of the higher classification whenever an Employee works for greater than two (2) consecutive hours of a work day in the higher classification. Any Employee required to assume the duties of a classification for which a lower wage rate has been established shall continue to be paid at the rate established for the classification under which they are listed on the

payroll providing the Employee does not remain in the lower classification for more than six (6) months.

It is understood that all work in higher classifications will be at the direction of the Employer.

Employees training in a higher classification will continue to be paid at their current posted wage.

### **ARTICLE 30 - RETROACTIVITY**

Any Employee who resigns, retires, or whose employment has terminated prior to the date of execution of the Agreement, shall be eligible to receive retroactively any increase in salary which the Employee would have received but for the termination of employment, provided that the Employee submits to the Employer within thirty (30) calendar days of the said date of ratification, a written application for such retroactive salary.

### **ARTICLE 31 - TERM OF AGREEMENT**

- (1) This Collective Agreement takes effect from January 1, 2024, and continues in full force and effect through until December 31, 2026, and shall continue from year to year thereafter unless notification of the desire to amend is given by either party.
- (2) Such notice shall be given in writing not less than sixty (60) nor more than one hundred and twenty (120) days prior to the expiry date of this Agreement. At the first meeting between the parties following such notice, the parties will exchange proposals giving particulars of all amendments sought.
- (3) If neither party submits notice as per Clause (2), this Agreement shall continue from year to year thereafter until notification of desire to amend is given within the aforementioned sixty (60) to one hundred and twenty (120) days in a subsequent year.
- (4) The parties agree to continue the terms and conditions of this Agreement; the Agreement will remain in full force during the negotiating for an amended Agreement.
  - (a) The contract will terminate, and none of the terms and conditions contained herein shall be applicable when strike or lockout commences.
- (5) The wording and figures contained in the Articles of this Agreement shall not be changed by either party, except through mutual agreement.



**ARTICLE 32 - WAGES AND CLASSIFICATIONS**

<b>CLASSIFICATION</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
	<b>\$1.50/hr</b>	<b>3.0% Increase</b>	<b>2.75% Increase</b>
Office Clerical 1	\$24.29	\$25.02	\$25.71
Office Clerical 2	\$27.01	\$27.82	\$28.59
Office Clerical 3	\$29.71	\$30.60	\$31.44
Office Clerical 4	\$32.42	\$33.39	\$34.31
Accounting Clerk 1	\$27.01	\$27.82	\$28.59
Accounting Clerk 2	\$29.71	\$30.60	\$31.44
Accounting Clerk 3	\$32.42	\$33.39	\$34.31
Utility Clerk 1	\$26.69	\$27.49	\$28.25
Utility Clerk 2	\$32.42	\$33.39	\$34.31
Labourer 1	\$24.82	\$25.56	\$26.26
Labourer 2	\$28.67	\$29.53	\$30.34
Lead Hand	\$42.37	\$43.64	\$44.84
Utility Lead Hand	\$43.62	\$44.93	\$46.17
Equipment Operator 1	\$33.94	\$34.96	\$35.92
Equipment Operator 2	\$36.21	\$37.30	\$38.33
Equipment Operator 3	\$38.48	\$39.63	\$40.72
Gas Operator 1	\$30.94	\$31.87	\$32.75
Gas Operator 2	\$38.89	\$40.06	\$41.16
Gas Operator 3	\$42.37	\$43.64	\$44.84
Utility Operator 1	\$30.94	\$31.87	\$32.75
Utility Operator 2	\$38.89	\$40.06	\$41.16
Utility Operator 3	\$42.37	\$43.64	\$44.84
Maintenance Man	\$42.37	\$43.64	\$44.84
Level 9 Assistant Pool Supervisor	\$35.91	\$36.99	\$38.01
Level 8 Head Lifeguard 2	\$33.94	\$34.96	\$35.92
Pool/Facility Mechanical Operator	\$33.94	\$34.96	\$35.92
Level 7 Head Lifeguard 1	\$33.12	\$34.11	\$35.05
Level 6 Senior Lifeguard	\$28.49	\$29.34	\$30.15
Level 5 Senior Lifeguard	\$26.33	\$27.12	\$27.87
Level 4 Senior Lifeguard/Instructor	\$23.90	\$24.62	\$25.30
Level 3 Junior Lifeguard	\$19.88	\$20.48	\$21.04
Level 2 Junior Lifeguard	\$19.14	\$19.71	\$20.25
Level 1 Junior Lifeguard	\$18.40	\$18.95	\$19.47
Cashier	\$17.90	\$18.44	\$18.95
Rink Patroller	\$17.59	\$18.12	\$18.62
Seasonal Employees	\$19.70	\$20.29	\$20.85

**NOTES:**

**Gas Operator 2:** Must be a certified Gas Utility Operator.

**Gas Operator 3:** Must be a qualified Journeyman Gasfitter or a Journeyman Plumber & Gasfitter.

**Utility Operator 2:** Must be in possession of a Water Distribution I and a Wastewater Collection I and Waste Water Treatment 1.

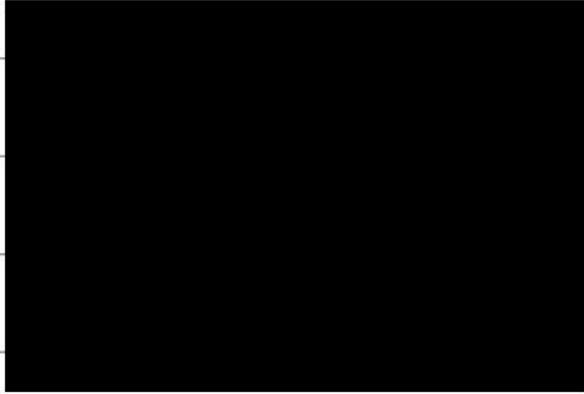
**Utility Operator 3:** Must be in possession of a Water Distribution II and a Wastewater Collection IL.

**Maintenance Man:** Must be a qualified Journeyman Carpenter.

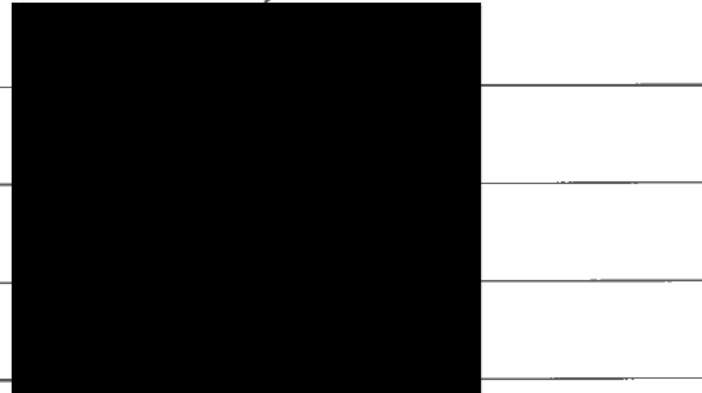
**ARTICLE 33 - DATE OF AGREEMENT**

The parties hereto executed this Collective Agreement by affixing the signatures of their proper officers on their behalf this 11<sup>th</sup> day of April, 2024 in Wainwright, Alberta.

**On behalf of the Canadian Union of Public Employees Local 5606:**



**On behalf of the Corporation of the Town of Wainwright:**



## **JOB CLASSIFICATIONS**

### **Labourer 1**

Same job description as Labourer 2, but employed on a casual or temporary basis only.

### **Labourer 2**

Employees in this classification perform a wide variety of routine manual tasks, which can be quickly learned without prior training, skill or experience. Employees in this class are usually required to work under close supervision according to detailed instructions which can be carried out without the exercise of independent judgement (i.e. construction and maintenance of roads, sidewalks, parks, buildings, cemeteries, snow removal, cutting grass, cleaning streets, digging, planting, operating small riding grass mowers and push type grass mowers, push type cultivators, compactors, hand weed sprayers, cutters, etc.)

### **Equipment Operator 1**

Employees in this classification shall be required to perform all tasks as described in Labourer 2. In addition to the aforesaid tasks, Employees in this classification shall be qualified to operate and perform minor maintenance of light mobile construction and maintenance equipment, such as rubber-tired farm or industrial tractors. Employees in this classification operate a wide variety of small self-propelled machines such as mobile sweepers, ice resurfacers, road distributor, motorized weed sprayers, all types of trucks up to and including heavy-duty units. These Employees work under fairly close supervision, with orders received either verbally or in writing.

### **Equipment Operator 2**

Employees in this classification shall be required to perform all tasks as described in Labourer 2 and Equipment Operator 1. In addition to the aforesaid tasks, the Employees in this classification shall be qualified to operate and perform minor maintenance on the hydrovac combo unit as well as self-propelled machines such as the loader mounted snow blower. These Employees work under fairly close supervision, with orders received either verbally or in writing.

### **Equipment Operator 3**

Employees in this classification operate and perform minor maintenance of moderately heavy mobile construction equipment such as industrial tractors, backhoes, crawler or rubber-tired equipment with blade or bucket such as graders and loaders, motor patrols, self-propelled rubber-tired ditching machines, heavy trucks and road building equipment. Employees in this classification may be required to complete other duties as may be assigned to all other Equipment Operators. Orders are received verbally or in writing and these Employees require little supervision.

### **Utility Operator 1**

Employees in this classification are capable of operating a water distribution system, do minor maintenance on equipment or machinery used in this system. Capable of operating sewer distribution system, sewer pumps, siphon chambers and do minor maintenance on equipment or machinery used in this system. Employees in this classification should be able to work under general supervision. Orders are received verbally or in writing.

### **Utility Operator 2**

Employees in this classification are capable of operating a water distribution system, maintaining water supply, filtration and treatment equipment, do minor maintenance on equipment or machinery used in this system. Capable of operating sewer distribution system, sewer pumps, siphon chambers, treatment plants and do minor maintenance on equipment or machinery used in this system. Employees in this classification should be able to work under no supervision. Orders are received verbally or in writing. Required Provincial Operators Certificate.

### **Lead Hand**

An Employee in this class works under the direction of the Public Works Foreman and/or Director of Public Works. They supervise the work performed by labourers and other Employees engaged in doing work related to public works, utility repair, maintenance (including workplace safety) and are required to work with the Employees under their supervision and control. This position will be filled only if a suitable candidate is found.

An Employee in this class works under general direction of the Director of Parks & Recreation. They supervise the work performed by labourers and other Employees engaged in Parks & Recreation related work (including workplace safety) and is required to work with the Employees under their supervision and control. This position will be filled only if a suitable candidate is found.

### **Utility Lead Hand**

An Employee in this class works under the direction of the Public Works Foreman and/or Director of Public Works. He supervises the work performed by Gas Operators, Utility Operators, labourers and other Employees engaged in doing any water utility & gas/plumbing work (including workplace safety), and is required to work with the men under their supervision and control. This Employee must be a qualified Journeyman Plumber & Gas Fitter and is working towards their Water Distribution 2, Waste Water Collection 2, and Waste Water Treatment 1 Certificates. This position will be filled only if a suitable Candidate is found.

### **Office Clerical 1**

Work in this class involves simple and elementary level computer applications, clerical functions, answering telephones, dealing with public enquiries, and filing work under close supervision. Provides customer services as required.

### **Office Clerical 2**

Work in this class involves performing more complex computer applications, clerical functions, answering telephones, dealing with public enquiries, filing and in designing and maintaining records, operating office machines and performing other duties as required under close supervision. Must be capable of typing accurately with good speed. Provides customer services as required.

### **Office Clerical 3**

Work in this class involves performing complex computer applications and clerical functions following established policies and procedures. Within these parameters incumbents may operate independently, referring the more unusual situations to a supervisor. Must be capable of typing accurately with excellent speed. This work involves public contact requiring some knowledge and judgement to explain policies and procedures. Duties also include assisting with other office duties as required.

### **Office Clerical 4**

Work in this class involves performing complex computer applications and clerical functions following established policies and procedures under little or no supervision. Within these parameters incumbents may operate independently, referring the more unusual situations to a supervisor. Must be capable of typing accurately with excellent speed. This work involves public contact requiring some knowledge and judgement to explain policies and procedures. Responsibilities may include reviewing the work of others or assisting them with difficulties. Work is evaluated for accuracy and adherence to established standards. Knowledge in filing systems, computer applications, business applications and the operation of municipal government is preferred but not essential. Duties also include assisting with other office duties as required.

### **Utility Clerk 1**

Performs simple and elementary level of clerical work pertaining to utilities under close supervision. Duties also include assisting with other clerical office work.

### **Utility Clerk 2**

Capable, after 6 months, of performing all functions related to utility billing including operation of billing equipment, maintenance and control of utility ledger. Duties also include assisting with other clerical office work when required.

### **Accounting Clerk 1**

Work in this classification involves the application of fundamental accounting principles and practices in the processing and maintenance of a variety of financial records within the parameters of the municipal accounting system and established standards. Functions to be carried out may include payroll, property taxes, accounts payable and other accounting duties as designated. Other duties include maintaining the Town's computer systems, maintaining files and assisting with clerical office work as required.

Performs required duties of this position under close supervision. Individuals in this position must have post-secondary education and/or experience in the operation of a computer system combined with good typing and public relation skills.

### **Accounting Clerk 2**

Work in this classification involves the application of fundamental accounting principles and practices in the processing and maintenance of a variety of financial records within the parameters of the municipal accounting system and established standards. Functions to be carried out may include payroll, property taxes, accounts payable and other accounting duties as designated. Other duties include maintaining the Town's computer systems, maintaining files and assisting with clerical office work as required. Performs required duties of this position under reduced supervision. Individuals in this position must have post-secondary education and/or experience in the operation of a computer system combined with good typing and public relation skills. Must be capable of performing the duties of this position under little or no supervision.

### **Accounting Clerk 3**

Work in this classification involves the application of fundamental accounting principles and practices in the processing and maintenance of a variety of financial records within the parameters of the municipal accounting system and established standards. Functions to be carried out may include payroll, property taxes, accounts payable and other accounting duties as designated. Other duties include maintaining the Town's computer systems, maintaining files and assisting with clerical office work as required.

Must be capable of performing the duties of this position under little or no supervision. Individuals in this position must have post-secondary education and/or experience in the operation of a computer system combined with good typing and public relation skills. Must be capable of performing the duties of this position under little or no supervision.

### **Gas Operator 1**

Employees in this classification are capable of operating a gas distribution system, maintenance of gas supply and to do minor maintenance on equipment or machinery used in this system. Should be able to work under general supervision and receive orders verbally or in writing.

## **Gas Operator 2**

Employees in this classification are capable of operating a gas distribution system, maintenance of gas supply and to do minor maintenance on equipment or machinery used in this system. Should be capable of performing duties with little or no supervision.

## **Cashier**

Cashier is under the general direction of the shift supervisor(s) and Office Clerical staff. Responsible for the effective handling of cash receipts, program registrations and admissions. Must possess good interpersonal and public relation skills for dealing with the general public. The position involves maintenance duties of designated areas and other responsibilities as assigned by the Facility Manager. Knowledge of LS and Red Cross level systems and ability to handle established emergency procedures is preferred. Must possess Standard 1<sup>st</sup> Aid & CPR Level C within six (6) months of hiring.

## **Level 1 Junior Lifeguard**

Individuals in this position are employed on a part-time basis. Under close supervision of the shift supervisor(s) are required to assist with lifeguarding duties, assist with swim lessons and be able to follow established emergency procedures. Must possess good interpersonal and public relation skills. Are required to perform maintenance and other related duties as directed to achieve a high standard of workplace cleanliness.

Must possess the following current awards:

- Intermediate 1<sup>st</sup> Aid & CPR Level C/AED
- Bronze Cross – minimum

## **Level 2 Junior Lifeguard**

Individuals in this position are employed on a part-time basis. Under close supervision of the shift supervisor(s), are required to perform lifeguarding duties, assist with swim lessons and must be able to follow established emergency procedures. Must possess good interpersonal and public relations skills. Are required to perform maintenance and other related duties as directed to achieve a high standard of workplace cleanliness. Must possess the following current awards:

- Intermediate 1<sup>st</sup> Aid & CPR Level C/AED
- National Lifeguard Service Certification
- 15 years of age - minimum



### **Level 3 Junior Lifeguard**

Individuals in this position are employed on a part-time basis. Under close supervision of the shift supervisor(s), are required to perform lifeguarding duties, plan and instruct swim lessons to a high standard and be able to follow established emergency procedures. Must possess good interpersonal and public relations skills. Are required to perform maintenance and other related duties as directed to achieve a high standard of workplace cleanliness. Must possess the following current awards:

- Intermediate 1<sup>st</sup> Aid & CPR Level C/AED
- National Lifeguard Service Certification
- Lifesaving Swim Instructor
- 15 years of age - minimum

### **Level 4 Senior Lifeguard/Instructor**

Under the general direction of the Head Guard(s) and Programmer/Assistant Pool Manager are required to manage work duties and guarding responsibilities performed by Junior Guards. The individual must be mature with the ability to provide direction and training for Junior Guards, possess good interpersonal and public relation skills and hold a high value for work and the facilities maintenance standard. Must be 18 years of age, hold a High School Grade 12 Diploma, available to work a variety of shifts. This position may include casual supervisory duties. Should possess the following current awards:

- Intermediate 1<sup>st</sup> Aid & CPR Level C
- National Lifeguard Service Certification

It is further recommended that Senior Guards work toward other related instructor/guarding awards and Pool Operator 1 certification.

### **Level 5 Senior Lifeguard**

Under the general direction of the Head Guard(s) and the Programmer/Assistant Pool Manager, the individual is responsible for performing supervisory duties and ensuring patron safety. Management of work duties, maintenance and guarding responsibilities, providing direction and training for Junior Guards is required. Experience with pool and pool area maintenance and a high value for maintenance standards is essential. Senior guards should be working towards knowledge of pools mechanical operations. Individuals must possess good interpersonal and public relations skills and be able to communicate effectively with other staff members. Teaching of lessons and performance of other duties as directed is also required. Must be 18 years of age and capable of supervising designated shifts. Must possess the following current awards:

- Intermediate 1<sup>st</sup> Aid & CPR Level C
- National Lifeguard Service Certification
- Lifesaving Swim Instructor
- Lifesaving Instructor - within 12 months of hiring

It is recommended that individuals in this position continue to work toward further qualification in:

- Pool Operator 1
- Related Instructor awards
- Knowledge of mechanical / chemical operations

### **Level 6 Senior Lifeguard**

Under the direction of the Head Guard(s) and the Programmer/Assistant Pool Manager, this position is responsible for the standard of guarding and maintenance performed on designated shifts. Will provide supervision and training of other staff members. Individuals in this position should be knowledgeable with mechanical operations and maintenance of pool system and area as well as administration and organizational policies of the facility. Excellent interpersonal, public relations and communication skills are required. Lifeguarding, instruction and other related duties will be required as directed. Must be 18 years of age, capable of supervising all shifts and hold the following current awards:

- Intermediate 1<sup>st</sup> Aid & CPR Level C
- National Lifeguard Service Certification
- Lifesaving Swim Instructor
- Lifesaving Instructor
- Pool Operator 1 - within 24 months of hiring

It is further recommended that individuals in this position continue to work toward certification in Pool Operator 2 and other related leadership awards.

### **Level 7 Head Lifeguard 1**

Under the direction of the Programmer/Assistant Pool Manager and Facility Manager this position is responsible for the standard of guarding and maintenance performed on all shifts. Required to supervise and train other staff members and assist with in service training at the direction of the Programmer/Assistant Pool Manager. The Head Guard(s) should be experienced and knowledgeable with mechanical operations and maintenance of the pool system and area as well as administration and organizational policies of the facility. Excellent interpersonal, public relations and communication skills are required. Lifeguarding, instruction and other related duties will be required as directed. Must be 18 years of age and possess the following current awards:

- Intermediate 1<sup>st</sup> Aid & CPR Level C
- National Lifeguard Service Certification
- Lifesaving Swim Instructor
- Pool Operator 1 - within 12 months
- Pool Operator 2 - within 24 months

It is further recommended that Head lifeguards continue to work toward certification in other related leadership awards.

## **Pool/Facility Mechanical Operator**

Under the direction of the Facility Manager, the Pool/Facility Mechanical Operator performs work in the operation and maintenance of the Communiplex Pool including recirculation and/or filtration systems, chemical feed systems, heating and ventilation systems, plumbing systems and related automation systems. This individual must be capable of working with limited or no supervision.

Duties may include but are not limited to the following:

- Monitors, operates and maintains equipment such as chlorinators, chemical feeders, filtration and recirculation systems, automated control systems, heating and ventilation systems, pumps, motors and plumbing fixtures.
- Capable of completing tasks related to electrical, plumbing and HVAC systems to a point where a certified contractor is required.
- Responsible for all aspects of water and chemical balancing for pool operations, as well as statistical compilation and reporting to provincial authorities.
- Assists with the implementation of an aquatic maintenance training program for part-time staff.
- Maintains an inventory of supplies and assists with placing orders.
- Reviews, maintains and updates records such as operating procedures, checklists, daily summary reports and compiles the data collected.
- Performs housekeeping duties and other related maintenance duties inside and around the Communiplex and Peace Memorial Multiplex as requested by the Facility Manager.
- Must assume "on-call" duties on a rotational basis with other senior staff and provide emergency assistance when required.

Knowledge, ability and skills required:

- Grade 12 Diploma.
- Pool Operator 2 certification, or a willingness to obtain this certification within one year of hiring.
- First Aid, CPR, WHMIS and AED.
- Valid Class 5 Drivers License.
- Previous experience and knowledge of swimming pool operations would be considered an asset.
- Past supervisory experience would be considered an asset.
- Previous maintenance experience with plumbing, electrical and HVAC systems would be an asset.

## **Level 8 Head Lifeguard 2**

Under the direction of the Programmer/Assistant Pool Manager and Facility Manager, this position is responsible for quality control and the standards maintained on all shifts.

Required to provide leadership, direction and mentorship to Head Lifeguard(s) Level 7. Must have strong leadership skills as well as excellent interpersonal, public relations and communication skills. Work with Programmer/Assistant Manager and Facility Manager on planning and implementation of training for all aquatic staff. Maturity and strong troubleshooting skills are essential. Under the direction of the Facility Managers, the Head Lifeguard II will perform work in the operation and maintenance of the pools and related filtration/chemical feed systems. Must assume "on-call" duties on a rotational basis with other senior staff and provide emergency assistance when required.

Must be 18 years of age and possess the following current qualifications:

- Intermediate 1<sup>st</sup> Aid & CPR Level C
- National Lifeguard Service award
- Lifesaving Swim Instructor
- Lifesaving Instructor
- Pool Operator Level 2
- Valid Driver's License

## **Level 9 Assistant Pool Supervisor**

Under the direction of the Facility Manager, responsible for programming, promotion and supervision of all facility programs. Required to provide training, direction and supervision to all pool staff. The Programmer/Assistant Pool Manager should be knowledgeable with all mechanical and maintenance operations of the pool system and area. Responsible for policy/procedural updates, staff files and facility program records. Excellent interpersonal, public relations and communication skills are required. Lifeguarding, instruction and performance of other duties may be requested by the Facility Manager. Must be 18 years of age and possess the following current awards:

- Intermediate 1<sup>st</sup> Aid & CPR Level C
- National Lifeguard Service
- Lifesaving Swim Instructor
- Lifesaving Instructor
- Lifesaving Swim Instructor/ Lifesaving Instructor Trainer
- Pool Operator Level 1 & 2
- National Lifeguarding Service Course
- Intermediate 1<sup>st</sup> Aid Instructor/ Lifesaving or Red Cross
- Alberta Fit Leader Certification - within 24 months of hiring
- Must be able to fulfill all duties of Level 8 Head Lifeguard 2

## **Seasonal Employees**

Employees in this category are normally employed under a Government Employment Program. Example - S.T.E.P. They perform duties specific to a program designed to create employment during a particular season of the year, i.e. summer months, winter months. Employees in this category are under constant supervision and are being trained for later entry into the permanent work force.