

**COLLECTIVE AGREEMENT
BETWEEN**



THE TOWN OF PEACE RIVER

AND

CUPE / *Canadian Union
of Public Employees*

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 898**

January 1, 2023 – December 31, 2026

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION.....	1
ARTICLE 2 – MANAGEMENT RIGHTS AND NO DISCRIMINATION	1
ARTICLE 3 – UNION MEMBERSHIP.....	2
ARTICLE 4 – GENERAL HOLIDAYS	3
ARTICLE 5 – VACATIONS	4
ARTICLE 6 – HOURS OF WORK	5
ARTICLE 7 – OVERTIME	8
ARTICLE 8 – SENIORITY	9
ARTICLE 9 – HIRING AND ADVANCEMENT.....	10
ARTICLE 10 – LAYOFFS AND RECALL	11
ARTICLE 11 – LEAVE OF ABSENCE WITHOUT PAY	11
ARTICLE 12 – BEREAVEMENT LEAVE.....	12
ARTICLE 13 – SICK LEAVE	13
ARTICLE 14 – EMPLOYEE BENEFITS	14
ARTICLE 15 – WAGES AND PAYDAYS	14
ARTICLE 16 – GRIEVANCE PROCEDURE	15
ARTICLE 17 – DISCIPLINE AND DISMISSALS	17
ARTICLE 18 – RESIGNATIONS	18
ARTICLE 19 – EMPLOYEE DEFINITIONS.....	18
ARTICLE 20 – CLASSIFICATIONS	19
ARTICLE 21 – TRAINING	20
ARTICLE 22 – SAFETY ALLOWANCE.....	20
ARTICLE 23 – AQUATIC SWIMWEAR ALLOWANCE	21
ARTICLE 24 – TERMS OF AGREEMENT	21
APPENDIX “A” WAGES	22
LETTER OF UNDERSTANDING #1	23
RE: VACATION ENTITLEMENT	23
LETTER OF UNDERSTANDING #2	25
RE: EMPLOYEE ACCESS TO RECREATIONAL FACILITIES AND WELLNESS INCENTIVE ...	25
LETTER OF UNDERSTANDING # 3	26
RE: EMPLOYEE # 474 TRANSFER OF POSITION	26
LETTER OF UNDERSTANDING #4	27
RE: TEMPORARY POOL ADMINISTRATIVE ASSISTANT LENGTH OF EMPLOYMENT	27
LETTER OF UNDERSTANDING #5	28
RE: SAFETY CLOTHING	28
MEMORANDUM OF UNDERSTANDING #6	29
RE: ADDITIONAL PERMANENT POSITION AT PEACE REGIONAL POOL	29

COLLECTIVE AGREEMENT

BETWEEN:

The Corporation of the Town of Peace River
(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

**The Canadian Union of Public Employees,
Local 898**
(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

ARTICLE 1 – RECOGNITION

- 1.01 The Employer recognizes the Union as the sole Bargaining Agent for that unit of Employees as set out in Certificate Number 392-92 issued by the *Alberta Labour Relations Board*.
- 1.02 Without restricting the generality of Article 1.01, this Collective Agreement shall apply only to those classifications which appear in Schedule "A" and classifications subsequently created pursuant to Article 20 (Classifications).
- 1.03 The Employer shall have the opportunity to utilize Government job creation program personnel and shall not be subject to the provisions of this Agreement providing:
 - (a) The Employer notifies the Union of their intentions.
 - (b) Such personnel shall not be permitted to work in excess of one hundred twenty (120) calendar days.
 - (c) No Employee in the Bargaining Unit shall lose any hours of work or be displaced by the implementation and/or use of any such program or personnel.

ARTICLE 2 – MANAGEMENT RIGHTS AND NO DISCRIMINATION

- 2.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of the Employer and to direct the workforce, subject to the terms of this Agreement. The question of whether any of these rights are limited by this Agreement shall be decided by the grievance and arbitration procedure.

2.02 Discrimination, Harassment and Coercion

(a) The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced by the Employer with respect to any Employee by reason of:

- age
- race
- ancestry
- religious beliefs
- colour
- place of origin
- political affiliation
- gender
- gender identity
- gender expression
- sexual orientation
- marital status
- physical disability
- mental disability
- family status
- source of income

nor by membership or activity in the Union. Both the Employer and the Union agree to ensure compliance with the *Alberta Human Rights Act* and the *Alberta Occupational Health and Safety Act, Regulation and Code*.

(b) The Union agrees that neither its officers nor its members, nor persons employed directly or indirectly by the Union will discriminate against or intimidate Employees.

(c) When an Employee attends a meeting between the Employer and the Union dealing with Union business, the Employee shall suffer no loss of pay.

2.03 No Other Agreements

No Employee within the Bargaining Unit shall be required or permitted to make a written or verbal agreement with the Employer or any of its officers which may conflict with the terms of this Collective Agreement.

ARTICLE 3 – UNION MEMBERSHIP

3.01 Dues deducted by the Rand formula method shall be made on the payroll on behalf of all Employees covered by this Agreement. Dues shall be deducted at the end of each pay period and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees. Dues shall be accompanied by a list containing the names of all Employees from which dues have been deducted, their date of hire, the amount of dues deducted, the regular wage rate or salary and the gross regular pay period earnings.

3.02 The Employer will report the yearly amount of union dues paid by each Employee on the Employee's T-4 slip.

- 3.03 The Union and the Employer acknowledge that deduction of Union dues by the Rand Formula method does not constitute membership in the Union. Membership in the Union shall be voluntary.
- 3.04 Every six (6) months the Employer will provide to the Recording Secretary of the Union a list of all the Employees in the Bargaining Unit. The list will include the name, job title/classification, home mailing address, telephone number, work email, and, if available, personal email. The list will also indicate the Employee's employment status (such as Full-time, Part-time, Temporary, Seasonal, or Casual).
- 3.05 The Union shall advise the Employer in writing of any change in the amount of Union dues to be deducted from the Employees covered by this Collective Agreement at least thirty (30) days prior to the effective date of the change.
- 3.06 Work of the Bargaining Unit
- (a) Persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit if such work causes any Employee in the Bargaining Unit to lose their employment.
- (b) The Employer shall allow the Union to use a designated space on the Employer's premises after hours, and when it is not otherwise in use, for the purpose of holding Union meetings.
- (c) The Union agrees it will not solicit members during working hours.
- (d) On commencing employment in a position within the Bargaining Unit, all new Employees will be introduced to a representative of the Union and will be given fifteen (15) minutes to meet privately. The Union will provide the Employer with a copy of any materials used and will not disparage the Employer. This will be done in such a way as to minimize the disruption of workflow.
- 3.07 It shall be the responsibility of the Employee to keep the Employer informed of their current address.

ARTICLE 4 – GENERAL HOLIDAYS

4.01 The Employer recognizes the following as paid General Holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday*
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

*(on day declared by the Municipal Government)

And any other day proclaimed as a General Holiday by the Provincial or the Municipal Government.

In the event the Municipal Government does not declare a civic holiday then the Employee shall be entitled to a one (1) day holiday during the month of August.

- 4.02 If an Employee is required to work during their regular hours on a General Holiday, they shall be paid time and one-half (1½) the regular rate of pay for each hour worked in addition to their regular General Holiday pay.
- 4.03 (a) When a Permanent Full-time, Permanent Part-time, Temporary or Seasonal Employee is not required to work on a General Holiday, that falls on the Employee's regular work schedule, the Employee will receive their regular remuneration for that day, provided that they have been at work for a normal working day immediately preceding and following the General Holiday, unless it is coincidental with annual vacation, or sick leave covered by the Certificate of a duly qualified Medical Practitioner that such Employee was unable to carry out their duties due to illness or other prior arrangement with the Employer.
- (b) When a General Holiday falls on a day that a Permanent Full-time or Permanent Part-time Employee is not scheduled to work, the Employee shall be granted another day off without loss of pay, during the next sixty (60) calendar days. Permanent Part-time Employees shall be compensated for their average daily hours for their day off.
- (c) An Employee is eligible for General Holiday pay if the Employee has worked for thirty (30) days or more in twelve (12) months preceding the General Holiday.
- 4.04 Employees shall not be eligible to receive pay for the above-named holidays under the following conditions:
- (a) When the Employee is receiving wage replacement benefits from Workers' Compensation.
- (b) When the Employee is receiving wage replacement benefits from Long Term Disability.
- (c) When the holiday falls within an approved leave of absence without pay.

ARTICLE 5 – VACATIONS

5.01 Employees will be entitled to vacation as follows:

<u>Number of years on the Employee's Anniversary Date</u>	<u>Number of Working Days Annual Vacation Accrual</u>
1 – 6 years	15 working days per year
7 – 12 years	20 working days per year
13 – 18 years	25 working days per year
19 – 25 years	30 working days per year
25+ years	35 working days per year

- 5.02 Should one (1) of the General Holidays mentioned in Article 4.01 fall during the annual vacation of an Employee, the Employee shall be paid General Holiday pay for that day.
- 5.03 Employees should be entitled to take their vacation whenever they desire, subject to the Employer's requirements and approval, which will not be arbitrarily withheld.
- 5.04 Employees requesting one (1) or more weeks of vacation at a time shall submit their vacation request, for the current year, by no later than March 1st of the current year. Priority will be given based on seniority for all requests up to March 1st. The vacation schedule may be amended by mutual consent of the Employer and Employee, at least one (1) month prior to the proposed vacation date. When the Employee presents a reasonable amendment, such consent will not arbitrarily be withheld.
- 5.05 An Employee upon being entitled to fifteen (15) or more days of annual vacation (120 hours) shall be entitled to carry over no more than eighty (80) hours of annual vacation from one year to the next. Carry over is not to be cumulative. This limit may be exceeded at the discretion of, and with prior approval from the Employer.
- 5.06 In accordance with Article 5.05 Permanent Part-time Employees will accrue vacation on a pro-rated basis, based on the Full-time equivalency (FTE) of the position. Permanent Part-time Employees shall be entitled to carry over a maximum of forty (40) hours of annual vacation from one year to the next.
- 5.07 Temporary, Seasonal and Casual Employees will be paid vacation pay in accordance with the *Alberta Employment Standards Code*.

ARTICLE 6 – HOURS OF WORK

- 6.01 The normal hours of work for Permanent Full-time Employees shall be forty (40) hours per week.
- 6.02 The normal hours of work for Permanent Part-time Employees shall be less than forty (40) hours over a weekly schedule.

It is not the intention of this clause to replace Permanent Full-time positions with Permanent Part-time positions.

- 6.03 Employees working eight (8) hours or more in a shift will receive a one (1) hour unpaid lunch break during each workday. If the Employer restricts the Employee from leaving their workplace during their lunch break, the one (1) hour lunch break will be paid.
- 6.04 The hours and days of work for each such Employee shall be posted at least two (2) weeks in advance, excepting Pool Employees whose schedule must be posted at least one (1) week in advance. Pool Employees must be notified by the Employer in the event of changes to the posted schedule.

6.05 Any change to the current work schedule in a given workgroup will require agreement by both the Union and Employer. It will not require an amendment to this contract through a Letter of Understanding.

6.06 Rest Periods

Rest Periods shall be given as follows:

Time Worked	Paid Rest Break	Meal Break
Five (5) hours	2 x fifteen (15) minute breaks or one (1) thirty (30) minute break	n/a
Eight (8) hours	2 x fifteen (15) minute breaks	1 x unpaid sixty (60) minute break
Twelve (12) hours	2 x fifteen (15) minute breaks	1 x unpaid sixty (60) minute break and 1 x paid thirty (30) minute break

Paid rest breaks shall be taken at the work site, or in the general work area.

6.07 Weekend Premium – Permanent, Temporary and Seasonal Employees whose regular shift schedule requires that they work Saturday or Sunday shall receive an additional ten percent (10%) weekend premium for those hours worked. The weekend premium shall not apply to those hours worked at overtime rates.

6.08 Shift Differential – Permanent, Temporary and Seasonal Employees shall receive a shift differential as follows:

Hours of Work between	Shift Differential per hour
5:00 p.m. – 11:59 p.m.	\$1.50
12:00 a.m. – 6:00 a.m.	\$2.50

The shift differential shall not apply to hours worked at overtime rates.

6.09 Standby

When a Permanent, Temporary or Seasonal Employee is designated to be immediately available to return to work during non-operational hours to be determined by each department manager, they shall be compensated as follows:

Employees on standby will receive:

Type of Day	Standby Rate per day
Operational Day	\$80.00
Non-Operational Day	\$160.00

A call out on standby will be paid at a minimum of three (3) hours at overtime rates.

If the Employee receives subsequent call outs during the initial three (3) hour call period, no further call out pay will be paid until the first three (3) hour call out has expired. Any Employee may have the use of a Town vehicle during their standby shift for responding to call outs. Standby will be assigned during non-operational hours (as per department or facility) to be determined by each Department Manager/Supervisor.

When an Employee, while on standby, is unable to report to work when required, no compensation shall be granted for the day.

- 6.10 All Employees shall be at their place of duty at the time scheduled for commencement of work.
- 6.11 Where hours of work continue beyond twelve (12) midnight of any day, the rate of pay immediately following midnight shall be the same rate it would be if the continued shift had not passed midnight.
- 6.12 Hours of Work for Temporary and Casual Employees
- (a) Temporary and Casual Employees shall work regular hours of work as per a schedule posted at least one (1) week in advance and shall work not more than forty (40) hours per week averaged over the schedule cycle.
 - (b) Casual Employees shall not qualify for standby premium.
 - (c) Casual Employees shall not qualify for shift differential.
 - (d) Casual Employees shall not qualify for weekend premium.
- 6.13 In the event of unforeseen situations, the Employer reserves the right to require that an Employee change from one shift to another within twenty-four (24) hours' notice with a minimum eight (8) hour rest period.
- 6.14 (a) After an Employee has:
- (i) worked twelve (12) continuous months; and
 - (ii) during those twelve (12) months has worked an average of thirty (30) hours per week,
- the Town shall review and determine whether to create a new Permanent Full-time or Permanent Part-time position;
- (b) if the Town does create a new Permanent Full-time or Permanent Part-time position, the Town shall notify the Union of the creation of that position. Within one (1) week of the Town's notice, the Union and the Employer shall waive the posting requirements under Articles 9.01, 9.05 and 9.07;
 - (c) upon agreeing to waive the requirements under Article 9.01, the Town shall place the Employee into the newly established Permanent Full-time or Permanent Part-time position despite Articles 9.03 and 9.06;

- (d) if the Employee is made a Permanent Full-time or a Permanent Part-time Employee, the Employee is, as of the date of being placed into the Permanent Full-time or Permanent Part-time position, entitled to the applicable benefits provided for in the Collective Agreement on the terms and conditions set out within; and
- (e) for the purposes of determining continuous service under Article 6.14 (a), the Employee shall not have a break in service of more than three (3) consecutive months.

ARTICLE 7 – OVERTIME

7.01 Overtime is all hours worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater to the benefit of the Employee. Such overtime must be authorized by the Director/Manager.

7.02 Overtime shall be paid at the rate of time and one-half (1½).

7.03 (a) Time off for overtime worked shall be permitted where mutually agreed to by the Employee and the Employer, on an hour and one-half (1½) off for an hour (1) worked basis. The decision will be documented in a Time Off in Lieu (TOIL) Agreement. Agreed upon time in lieu must be scheduled within sixty (60) days of accrual and taken within six (6) months of accrual, or it will be paid out at straight time, as it was already calculated at overtime rates. Banked overtime may not be carried into the next calendar year.

(b) An Employee may choose to bank overtime at the rate specified in Article 7.03 (a) Such banked time will be taken off at a time mutually agreeable between the Employee and the Employer. Overtime bank will not exceed forty (40) hours at one time.

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

7.04 Personal Day

Permanent Employees shall be granted one (1) personal day per year. If the time is not utilized within the year, it will not carry over into the next year and will not be paid out. The Employee will inform the Employer when taking such leave within a reasonable time.

Part-time Employees will be eligible for the above on a prorated basis.

ARTICLE 8 – SENIORITY

- 8.01 Seniority shall be defined as the length of continuous service in the Bargaining Unit in the case of Permanent Employees, or the length of accumulated service in the case of Seasonal Employees and calculated from the Employee's date of hire. Seasonal layoff is considered continuous employment.
- 8.02 A record will be kept on the hours worked by Temporary and Casual Employees, and in the event that such person is accepted for permanent employment, they shall be credited with seniority equivalent to the hours worked and shall date back to the date of hire.
- 8.03 During an Employer approved leave of absence of an Employee, the Employee on leave of absence shall retain seniority rights.
- 8.04 Employees shall retain and accrue seniority while on:
- (a) Employer approved unpaid leaves of absence due to illness or injury.
 - (b) Employer approved unpaid leaves of absence due to parental and maternity leaves.
 - (c) Employer approved unpaid leaves due to Union leave.
- 8.05 Seniority will be retained, but not accrue during:
- (a) periods of layoff
 - (b) strikes or lockouts
 - (c) all Employer approved unpaid leaves of absence not listed in Article 8.04
- 8.06 Loss of Seniority

An Employee shall only lose seniority in the event:

- (a) the Employee is discharged for just cause and is not reinstated;
- (b) the Employee resigns in writing;
- (c) the Employee is absent from work in excess of three (3) consecutive working days without sufficient cause and without notifying their supervisor unless such notice was not reasonably possible;
- (d) the Employee failed to return to work within ten (10) business days following a layoff recall, after being notified by regular mail to do so, unless through sickness the Employee is unable to report. If the Employee is unable to report due to sickness, a Medical Certificate from a duly qualified Medical Practitioner shall be required upon return to work. The cost of the Medical Certificate shall be reimbursed to the Employee upon the submission of a receipt;

- (e) the Employee failed to return to work within three (3) working days following a leave of absence, unless through sickness the Employee is unable to report. If the Employee is unable to report due to sickness, a Medical Certificate from a duly qualified Medical Practitioner shall be required upon return to work. The cost of the Medical Certificate shall be reimbursed to the Employee upon the submission of a receipt;
- (f) the Employee is laid off for a period exceeding twenty-four (24) consecutive months.

ARTICLE 9 – HIRING AND ADVANCEMENT

- 9.01 When the Employer deems it necessary to fill a vacant position or when a new position is required, the Employer shall post notice of the position for five (5) working days in order that all Employees may have the opportunity to apply.
- 9.02 If there is no qualified internal applicant at the expiration of the five (5) working days, the Employer shall be free to fill the vacancy from any other source considered necessary.
- 9.03 The Employer shall award the position to the most qualified applicant who meets the required qualifications and with the most seniority. Additional criteria may include but not be restricted to past work experience, discipline history, technical expertise, training, and ability.
- 9.04 Where the conditions of the service indicate that the position is required to be filled immediately, a temporary appointment may be made while the position is being posted and until a qualified applicant is appointed to the position. The Employee who is appointed to said position will be paid the higher rate of the two positions. The Union will be advised of such temporary appointments.
- 9.05 Information in Postings

Such notice shall be posted in every department, and emailed to the Employees' Town of Peace River domain employee email addresses, and contain the following information:

- Nature of position;
 - Qualifications;
 - Required knowledge and education;
 - Skills;
 - Shift; and
 - Wage or salary rate or range.
- 9.06 The Employer will offer opportunities for training so that an Employee(s) will have the ability to qualify for future promotions or transfers in the event of a vacancy.

ARTICLE 10 – LAYOFFS AND RECALL

10.01 A layoff shall be defined as a separation from a permanent or seasonal position due to a lack of work or resources.

10.02 Permanent Employees

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a layoff, Permanent Employees shall be laid off in the reverse order of their Bargaining Unit wide seniority provided that the remaining Employees have the qualifications to fill the positions available.

Employees shall be recalled in the order of their seniority provided they have the required qualifications to fill the positions available.

No new Employees shall be hired until those laid off with the required qualification have been given an opportunity of recall.

The Employee's responsibility shall be to inform the Employer of their current address.

Recall rights shall be discontinued twenty-four (24) months following the effective date of layoff.

10.03 Seasonal Employees

Seasonal Employees shall be laid off and recalled according to seniority upon completion of twelve (12) months of service as the need arises, provided they have the qualifications and ability to perform the work available as determined by the Employer.

No new Employees shall be hired until those laid off with the required qualification have been given an opportunity of recall.

The Employee's responsibility shall be to inform the Employer of their current address.

Recall rights shall be twenty-four (24) consecutive months following the effective date of layoff.

ARTICLE 11 – LEAVE OF ABSENCE WITHOUT PAY

11.01 Any Employee desiring leave of absence without pay must apply to the Employer in writing. Should this application be refused, the Employee shall have the right to appeal through the grievance process.

11.02 When it is necessary for an Employee to make an application for leave of absence to perform duties of any such office in their Local Union or the parent Union, such request shall have priority over all other leave requests. The application must be made in writing through the Union to the head of the department. If possible, the department head will grant the request, the Employee may appeal the decision through the grievance process. Where such leave is granted, the Employer will continue to pay the

Employees for the periods of absence. The Employer will submit an account to the Union and the Union shall reimburse the Employer for all pay and benefits incurred due to the leave.

- 11.03 Except where otherwise mentioned in this agreement, when an Employee has been granted leave of absence without pay, the Employee will be required to pay, each month in advance, the Employee and Employer share of benefit premiums for any plans the Employee belongs to. This payment shall be based on plan requirements.
- 11.04 If the Employee does not pay the premiums when required to do so, their coverage will terminate immediately with no option for reinstatement, unless through sickness the Employee is unable to meet the deadline. If the Employee is unable to meet the deadline due to sickness, a Medical Certificate from a duly qualified Medical Practitioner shall be required. The cost of the Medical Certificate shall be reimbursed to the Employee upon the submission of a receipt.
- 11.05 If the Employee fails to return to work within three (3) working days following a leave of absence, the Employee shall automatically forfeit their position with the Employer, unless through sickness the Employee is unable to report. If the Employee is unable to report due to sickness, a Medical Certificate from a duly qualified Medical Practitioner shall be required upon return to work. The cost of the Medical Certificate shall be reimbursed to the Employee upon the submission of a receipt.
- 11.06 In the case of Articles 11.04 and 11.05, other extenuating circumstances will be addressed on an individual basis by the Employer.
- 11.07 As noted in Article 11.04 (failure to adhere to deadlines) and Article 11.05 (failure to return to work), the Employee has the responsibility to contact the Employer within three (3) working days to communicate the reasoning.
- 11.08 The Town of Peace River will provide Maternity and Parental Leave and all other Job protected leaves as per legislation.
<https://www.alberta.ca/job-protected-leaves.aspx>

ARTICLE 12 – BEREAVEMENT LEAVE

- 12.01 Employees having completed ninety (90) days with the Employer shall be entitled to bereavement leave up to a maximum leave of five (5) days with pay on the death of an immediate family member as per the definitions in Article 19.05 (Immediate Family).

An extension to the bereavement leave period, including up to two (2) total travel days when proof of travel is provided, shall be considered at the Employer's discretion upon request by the Employee so affected. In the event of a death of a close friend the Employer may grant one (1) day pay to attend the service.

ARTICLE 13 – SICK LEAVE

13.01 Permanent Full-time and Seasonal Employees accrue one and one-half (1½) working days of sick leave per month with pay. Any portion of the unused sick leave shall be accumulated to a maximum of one hundred and twenty (120) working days.

Accumulated sick leave shall not be paid out on termination of employment by the Employer or the Employee.

Part-time Employees will accrue sick leave on a pro-rated basis, based on their Full-time equivalency (FTE).

Temporary Employees will be allotted five (5) sick days per year, pro-rated based on the Full-time equivalency of the position.

13.02 Sick leave will not be paid by the Employer when an Employee is receiving:

- (a) pay for a paid holiday named in Article 4;
- (b) wage replacement benefits from Workers' Compensation;
- (c) during approved leaves of absence without pay, except Union leave where evidence of nonattendance is provided;
- (d) wage replacement benefits from Long Term Disability.

13.03 Fraudulent use or abuse of sick leave credits is cause for disciplinary action, up to and including termination.

13.04 Employees shall notify their supervisor that they will not be able to report to work due to illness or injury within the first thirty (30) minutes of the commencement of their scheduled shift unless they have a valid reason they were unable to report.

13.05 The Employer may request an Employee to produce a medical certificate, of a duly qualified Medical Practitioner, that such Employee was unable to carry out their duties due to illness prior to their return to work, however, in all cases a medical certificate will be required for absences of five (5) or more consecutive days. The cost of the medical certificate shall be reimbursed by the Employer upon the production of a receipt.

13.06 An Employee is entitled to use up to seven (7) days of their sick leave per calendar year to obtain paid time off work:

- (a) to take care of illness, injury, or disability of the Employee's immediate family members; or
- (b) to accompany a member of the Employee's immediate family to medical appointments.

13.07 An Employee on sick leave must not complete any work for wage or profit, except as approved by the Town.

ARTICLE 14 – EMPLOYEE BENEFITS

14.01 Employee Benefits will be based on a reimbursable plan. Any direct billing plan will be paid one hundred percent (100%) by the Employees.

(a) The Employer will pay seventy-five percent (75%) of the cost of the premium required for:

- (i) an Extended Health Care Plan
- (ii) an approved Group Dental Plan
- (iii) Accidental Death and Dismemberment
- (iv) Dependent Life Insurance

The other twenty-five percent (25%) of the cost of the premiums will be paid by the Employee by deducting from their wages.

- (b) The Employee will pay one hundred percent (100%) of the cost of the premium for a Group Long Term Disability Plan, by deducting it from their wages.
- (c) The Employer will pay one hundred percent (100%) of the cost of the premium for Group Life Insurance.
- (d) 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.
- (e) While an Employee is on Worker's Compensation, they will remain on the benefits plan. The Employer and the Employee shall make contributions in accordance with the provisions of the plan.

14.02 The Employer shall administer a Health Care Spending Account for eligible Employees with a minimum annual value of one thousand dollars (\$1000.00) for Employees with single coverage or one thousand five hundred dollars (\$1500.00) for Employees with family coverage.

ARTICLE 15 – WAGES AND PAYDAYS

15.01 The Employer will provide Employees pay stubs at the end of each pay period, that include information as stated in Alberta Employment Standards Code. This slip will also include the Employee's accumulated sick bank, vacation bank and TOIL bank.

- 15.02 Salaries and wages shall be paid in accordance with Schedule "A" attached hereto and forming part of this Agreement.
- 15.03 When an Employee is designated by the Employer in writing to relieve a supervisory position, the Employee shall receive the lesser of three dollars (\$3.00) per hour acting pay or the wage of the position being relieved.

The Employee will be expected to take on the operational requirements of the supervisory position but not to make managerial decisions.

ARTICLE 16 – GRIEVANCE PROCEDURE

- 16.01 A grievance is a difference concerning the interpretation, application, operation, or alleged violation of this Agreement.
- 16.02 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:
- (a) An Employee will first seek to settle a dispute with the Employee's immediate Supervisor on an informal basis prior to filing a written grievance.

Step 1

If the Union considers the grievance to be justified, it will first seek to settle the dispute by submitting a written grievance and the redress sought to the Employee's Supervisor within ten (10) working days of the date that the Grievor(s) became aware of, or reasonably should have become aware of, the alleged grievance. If requested, the Employer and the Union will schedule a meeting within five (5) working days to discuss the grievance.

Step 2

Failing a satisfactory settlement within ten (10) working days after the dispute was submitted under Step 1, the Union will submit to the Department Head a written grievance and redress sought. If requested, the Employer and the Union will schedule a meeting within five (5) working days to discuss the grievance. The Department Head shall render their decision within ten (10) working days after the meeting or after receipt of such notice if no meeting was requested.

Step 3

Failing settlement being reached in Step 2, the Union may submit the written grievance to the Chief Administrative Officer (CAO) within ten (10) working days of receipt of such decision. The CAO shall hold a hearing within ten (10) working days of the day the grievance was received and a written decision on the grievance shall be issued within ten (10) working days of the hearing.

Step 4

Failing settlement at Step 3 the parties shall make a final determination within ten (10) working days of receipt of CAO's decision, regarding the implementation of "Grievance Mediation". Should the dispute go to grievance mediation the parties shall share, on an equal basis, any costs charged by the Mediator.

Grievance Mediation, and the selection of a Mediator, shall be entered into by mutual consent in writing. Unless mutually agreed otherwise in writing, the results of such mediation are not binding.

Step 5

Failing settlement of the grievance at Step 4, the Union may refer the dispute to arbitration pursuant to the *Alberta Labour Relations Code* within fifteen (15) working days of the conclusion of mediation.

16.03 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, Steps 1 and 2 may be bypassed at the Union or Employer's discretion.

16.04 Group Grievances

Where a group of Employees has a grievance, Steps 1 and 2 of the Article may be bypassed by mutual consent.

16.05 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

16.06 Grievance Mediation

The decision to enter into mediation and the selection of a Mediator shall be entered into by mutual consent in writing. Unless mutually agreed otherwise in writing, the results of such mediation are not binding.

16.07 Technical Reasons

No Grievance shall be disputed on technical grounds.

16.08 Timelines

Once a grievance has been filed, it shall be deemed abandoned if, once filed, the filing party fails to advance the grievance according to the timelines.

The timelines specified in the grievance procedure may be extended for such time as mutually agreed, in writing, by the Employer and the Union.

16.09 Casual Staff

Casual Employees may not grieve a reduction in scheduled hours, nor the termination of their employment.

16.10 Probationary Employees

Probationary Employees shall only have access to Steps 1 and 2 of this Article during their probationary period. The Union may advance the grievance to Arbitration in cases where human rights violations are alleged.

16.11 Temporary and Seasonal Staff

Temporary and Seasonal staff may not grieve the normal termination of their Employment at the end of their contract.

ARTICLE 17 – DISCIPLINE AND DISMISSALS

17.01 No Employee shall be disciplined or discharged without just cause.

17.02 The Employer acknowledges the principles of progressive discipline (typically flowing from verbal warning to written warning to suspension and/or termination), understanding that the Employer's approach will vary based on the circumstances and severity.

17.03 Warnings

Whenever the Employer or any of its authorized officers deems it necessary to censure an Employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such Employee fails to bring their work up to a required standard by a given date the Employer shall:

- (a) Provide twenty-four (24) hours' notice to the Employee of a scheduled meeting;
- (b) Inform the Employee that they have the right to have Union representation present at meetings dealing with censure;
- (c) Provide a copy of the written particulars of such censure to the Employee during the meeting, and to the Union Recording Secretary within three (3) working days of the meeting; and
- (d) At the time of discipline, if the Employee chooses in writing not to have Union representation for any reason, the Employer shall inform the local Union Recording Secretary in writing of the occurrence within twenty-four (24) hours.
- (e) Disciplinary records will be removed from the Employee's personnel file after an Employee has maintained an improved record of no corrective or disciplinary action of the same nature for twenty-four (24) months from the date the disciplinary action was executed.

17.04 The Employer reserves rights of management in dealing with matters of an immediate danger of injury or material loss.

17.05 An Employee shall have the right to have access to and review with the Employer, any information that may exist in their personnel file.

ARTICLE 18 – RESIGNATIONS

18.01 All Permanent Employees within the Bargaining Unit shall be required to give two (2) weeks written notice of termination of employment to the Employer.

18.02 All other Employees within the Bargaining Unit shall provide written notice prior to ceasing employment with the Town.

ARTICLE 19 – EMPLOYEE DEFINITIONS

19.01 Casual Employee shall mean an Employee who is hired to work on a consensual call-in basis with no regularly scheduled hours. Unless otherwise stipulated in this Agreement, Casual Employees shall work according to the terms of the *Alberta Employment Standards Code*.

19.02 Demotion means a move to a lower paid position.

19.03 Employer shall mean the Town of Peace River, or such Employee designated to carry out administrative duties in respect of the operation and management of the Town.

19.04 Full-time Equivalent shall mean the hours worked by one Employee on a Full-time basis. Full-time is considered forty (40) hours per week.

19.05 Immediate Family shall mean the Employee's:

- Spouse (including Common-law)
- Parent
- Child
- Sibling
- Stepfamily
- Child of sibling
- Child-in-law
- Sibling-in-law
- Grandparent
- Grandchild
- Parent-in-law
- Grandparent of Spouse or any other person living with an Employee as a member of their family or any common-law person

19.06 Permanent Full-time Employee shall mean an Employee who has successfully completed the probationary period and has been appointed to a permanent position.

- 19.07 Permanent Part-time Employee shall mean an Employee who has successfully completed the required probationary period and is hired to work a regularly scheduled shift but whose hours of work are less than the hours established for Full-time Employees in the same classification or work area.
- 19.08 Probationary Employee shall mean an Employee who is filling a position and is serving a required probationary period. A probationary Employee shall not be entitled to seniority and may be dismissed at any time if the Employer considers it advisable to do so. A probationary Employee shall not have recourse to the grievance or arbitration procedures. Upon completion of the probationary period seniority shall be calculated from the date of hire.
- 19.09 Probationary Period – The normal probationary period for new Employees shall be three (3) months.
- 19.10 Promotion means an advancement to a higher paid position.
- 19.11 Temporary Employee shall mean an Employee who is hired to perform a predetermined task or work for a predetermined time which shall not exceed twelve (12) months, or seventy-eight (78) weeks in the case of maternity/parental leaves unless extended by mutual agreement. Unless otherwise stipulated in this Agreement, Temporary Employees shall work according to the terms of the *Alberta Employment Standards Code*.
- 19.12 Transfer means a lateral move to a different position at the same rate of pay.
- 19.13 Seasonal Employee shall mean an Employee who is hired to perform work for a predetermined period of time or a predetermined task not exceeding twelve (12) months. Unless otherwise stipulated in this agreement, Seasonal Employees shall work according to the terms of the *Alberta Employment Standards Code*.
- 19.14 Union shall mean the Canadian Union of Public Employees Local 898 which is party to this Collective Agreement.

ARTICLE 20 – CLASSIFICATIONS

- 20.01 In the event of a new position(s) or new classification(s) being created, the Employer shall make a written request to the Union to include the new position(s) or classification(s) in Schedule “A”. The Union may also write to the Employer if they believe the makeup of a job has changed to the point that it may require a new classification.

Joint Job Evaluation Committee – A committee comprised of three (3) Management representatives and three (3) Union representatives shall meet to negotiate wages for the new or referred position(s) or classification(s). Upon agreement at the committee level, the new position(s) or classifications shall be subject to ratification by the Employer and the Local Union membership.

- 20.02 Upon ratification by the Union and the Employer, of any new position(s) or classification(s), new copies of Schedule "A" shall be drafted to include the new position(s) or classification(s). Copies of the new Schedule "A" shall be distributed to all Employees within the Bargaining Unit along with the next payroll.
- 20.03 In the event the Employer and the Union are unable to agree to wages for a new or referred position(s) or a classification(s) the matter shall become subject of the grievance and arbitration procedure.
- 20.04 In the event the Employer and the Union cannot agree whether a new position(s) or a classification(s) is within the jurisdiction of Labour Relations Board Certificate No. 392-92 the matter shall be referred to the Labour Relations Board for determination.

ARTICLE 21 – TRAINING

The Employer shall pay the cost of an academic or technical course required by the Employer. An Employee may apply for costs or cost sharing for other courses.

ARTICLE 22 – SAFETY ALLOWANCE

22.01 Prescription Safety Glasses or Prescription Swim Goggles

A Permanent Employee is entitled to an allowance of four hundred dollars (\$400.00) over a two (2) year period for prescription safety glasses, or prescription swim goggles, upon submission of receipt for such expenses. This amount may not be accumulated.

22.02 Safety Footwear

A Permanent Employee is entitled to a CSA approved safety footwear base allowance of two hundred and fifty dollars (\$250.00) per calendar year upon submission of a receipt for such expenses. This amount may be accumulated for a two (2) year period.

In addition, for any amount above the base allowance, the Town will reimburse the Employee fifty percent (50%) of the cost, up to an additional one hundred and fifty dollars (\$150.00) per year. The additional amount is non-cumulative.

Other Employees requiring CSA approved safety footwear shall receive an allowance of one hundred fifty dollars (\$150.00) per calendar year upon submission of a receipt for such expenses. This amount may not be accumulated.

ARTICLE 23 – AQUATIC SWIMWEAR ALLOWANCE

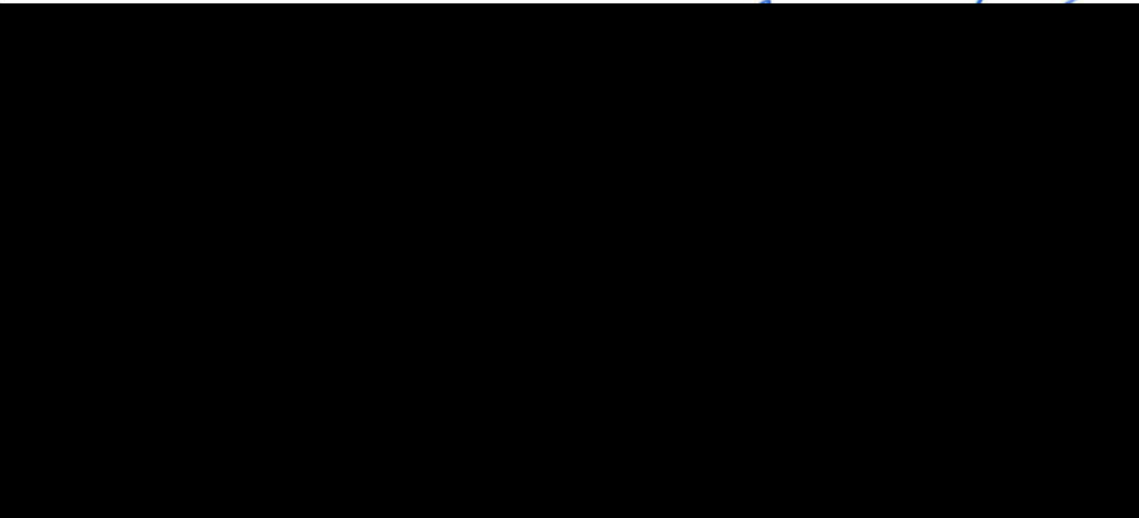
23.01 The Town of Peace River will provide Pool Employees fifty dollars (\$50.00) for every two hundred (200) hours worked to a maximum of three hundred dollars (\$300.00) per calendar year for bathing suits, shorts and appropriate footwear. This shall be accessed through the submission of a receipt dated in the calendar year within which the hours were worked. This amount may be accumulated for a two (2) year period.

ARTICLE 24 – TERMS OF AGREEMENT

24.01 This Agreement shall be effective January 1, 2023, and remain in full force and effect until December 31, 2026, and from year to year thereafter unless either party gives notice to the other party in writing to commence collective bargaining not more than one hundred and twenty (120) days and not less than sixty (60) days prior to the expiry date of the Collective Agreement in any subsequent year.

Signed on behalf of
Canadian Union of Public Employees,
Local 898

Signed on behalf of
Town of Peace River



November 29/2024
Date

November 28, 2024
Date

APPENDIX "A" WAGES						
January 1, 2023 – December 31, 2026						
<i>Wage increases effective the first payroll of every year.</i>						
Classification	Qualification Level	2023 Market Adjustment	2023 2.4%	2024 2.0%	2025 1.75%	2026 2.6%
Labourer I*			\$23.79	\$24.27	\$24.69	\$25.33
Labourer II*			\$28.69	\$29.26	\$29.78	\$30.55
Public Works Operator I			\$31.10	\$31.72	\$32.28	\$33.12
Public Works Operator II			\$32.40	\$33.05	\$33.63	\$34.50
Public Works Operator III			\$35.08	\$35.78	\$36.41	\$37.36
Public Works III Lead		\$40.93	\$41.91	\$42.75	\$43.50	\$44.63
W/WW Operator – Entry Level	1		\$30.91	\$31.53	\$32.08	\$32.92
W/WW Operator – Level I	1		\$31.16	\$31.78	\$32.34	\$33.18
	2		\$32.54	\$33.19	\$33.77	\$34.65
	3		\$33.94	\$34.61	\$35.22	\$36.14
	4		\$35.33	\$36.03	\$36.67	\$37.62
W/WW Operator – Level II	1		\$36.71	\$37.44	\$38.10	\$39.09
	2		\$38.10	\$38.87	\$39.55	\$40.57
	3		\$39.50	\$40.29	\$40.99	\$42.06
	4		\$40.88	\$41.70	\$42.43	\$43.53
W/WW Operator – Level III	1		\$42.27	\$43.12	\$43.87	\$45.01
Facilities Maintenance Worker I			\$25.66	\$26.17	\$26.63	\$27.33
Facilities Maintenance Worker II			\$29.60	\$30.20	\$30.72	\$31.52
Facilities Maintenance Worker III			\$30.92	\$31.54	\$32.10	\$32.93
Facilities Maintenance Worker IV			\$33.62	\$34.29	\$34.89	\$35.80
Recreation Facilities Operator		\$29.00	\$29.70	\$30.29	\$30.82	\$31.62
Recreation Facilities Lead		\$32.35	\$33.13	\$33.79	\$34.38	\$35.27
Parks Lead			\$33.13	\$33.79	\$34.38	\$35.27
Instructor			\$19.55	\$19.94	\$20.29	\$20.82
Lifeguard			\$19.55	\$19.94	\$20.29	\$20.82
Lifeguard/Instructor L1		\$20.00	\$20.48	\$20.89	\$21.26	\$21.81
Lifeguard/Instructor L2			\$21.44	\$21.87	\$22.25	\$22.83
Lifeguard 3 (modified)			\$21.88	\$22.32	\$22.71	\$23.30
Lifeguard/Instructor L3			\$27.48	\$28.03	\$28.52	\$29.27
Lifeguard/Instructor L4			\$31.50	\$32.13	\$32.69	\$33.54
Aquatic Coordinator L4			\$32.72	\$33.37	\$33.96	\$34.84
Pool Receptionist			\$19.55	\$19.94	\$20.29	\$20.82
Pool Administrative Assistant			\$27.06	\$27.61	\$28.09	\$28.82

*Upon ratification, an eight hundred \$800.00 lump sum signing bonus will be paid to all Employees who are currently Employed with the Town of Peace River on April 11, 2024.

*Labourer I and II receive 0% in 2023 but will receive all other increments.

LETTER OF UNDERSTANDING #1

between

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 898**

and

THE TOWN OF PEACE RIVER

RE: VACATION ENTITLEMENT

Pursuant to Article 5, the following shall apply to all Permanent Full-time and Permanent Part-time Employees hired prior to January 1, 2003.

For the purposes of clarity, the conditions outlined in this “Letter of Understanding #1” shall apply to the following Employees until they leave employment or retire from the Town of Peace River.

EMPLOYEE ID #	DATE OF HIRE
474	April 2, 2001

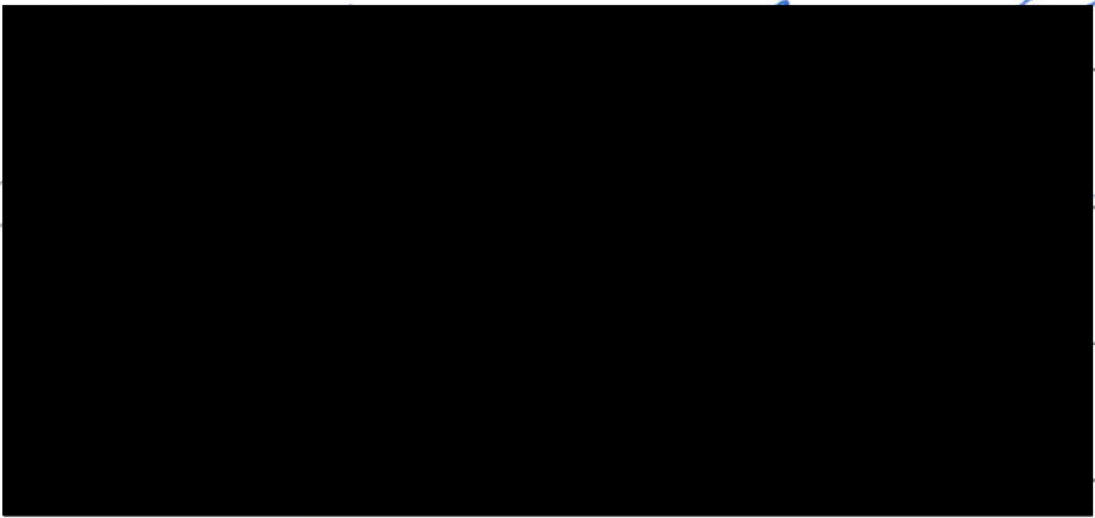
Article 5 – Vacations

- 5.01 All Employees, employed for less than one (1) year by the Employer shall be entitled to vacation pay allowance in accordance with the *Alberta Employment Standards Code*.
- 5.02 All Employees with one (1) year continuous service, but less than two (2) years, shall be given fifteen (15) consecutive working days annual vacation.
- 5.03 All Employees with two (2) years continuous service, but less than ten (10) years, shall be given twenty (20) working days annual vacation.
- 5.04 All Employees with ten (10) years continuous service, but less than twenty (20) years shall be given twenty-five (25) working days annual vacation.
- 5.05 All Employees with twenty (20) years continuous service, but less than thirty (30) years shall be given thirty (30) working days annual vacation.
- 5.06 All Employees with thirty (30) years continuous service or more shall be given thirty-five (35) working days annual vacation each year.
- 5.07 Should one (1) of the General Holidays mentioned in Article 4.01 fall during the annual vacation of an Employee, the Employee shall be paid General Holiday pay for that day.

- 5.08 Employees should be entitled to take their vacation whenever they desire, subject to the Employer's requirements.
- 5.09 Employees shall indicate on the vacation schedule their preferred periods of annual vacation no later than March 31st. The vacation schedule may be amended by mutual consent of the Employer and Employee at least one (1) month prior to the proposed vacation date.
- 5.10 An Employee upon being entitled to fifteen (15) or more days of annual vacation shall take at least ten (10) consecutive days of annual vacation in one (1) period.
- 5.11 An Employee upon being entitled to fifteen (15) or more days of annual vacation shall be entitled to bank up to a maximum of fifteen (15) days of annual vacation.
- 5.12 An Employee with a minimum of three (3) weeks' vacation who elects to take three (3) consecutive weeks of vacation during the period of November 1st to March 31st shall be allowed one (1) extra week to be taken at the same time.
- 5.13 Permanent Part-time Employees will accrue vacation on a pro-rated basis.

Signed on behalf of
Canadian Union of Public Employees,
Local 898

Signed on behalf of
Town of Peace River



November 29, 2024
Date

November 28, 2024
Date

LETTER OF UNDERSTANDING #2

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 898

and

THE TOWN OF PEACE RIVER

RE: EMPLOYEE ACCESS TO RECREATIONAL FACILITIES AND WELLNESS INCENTIVE

The Town of Peace River in agreement with the Canadian Union of Public Employees, Local 898 have agreed to provide the Union Employee and its family members (as per the definition below) free access to the Peace Regional Pool and the Baytex Energy Centre during public access times. (Such as public swims, public skating, and drop-in fieldhouse programs).

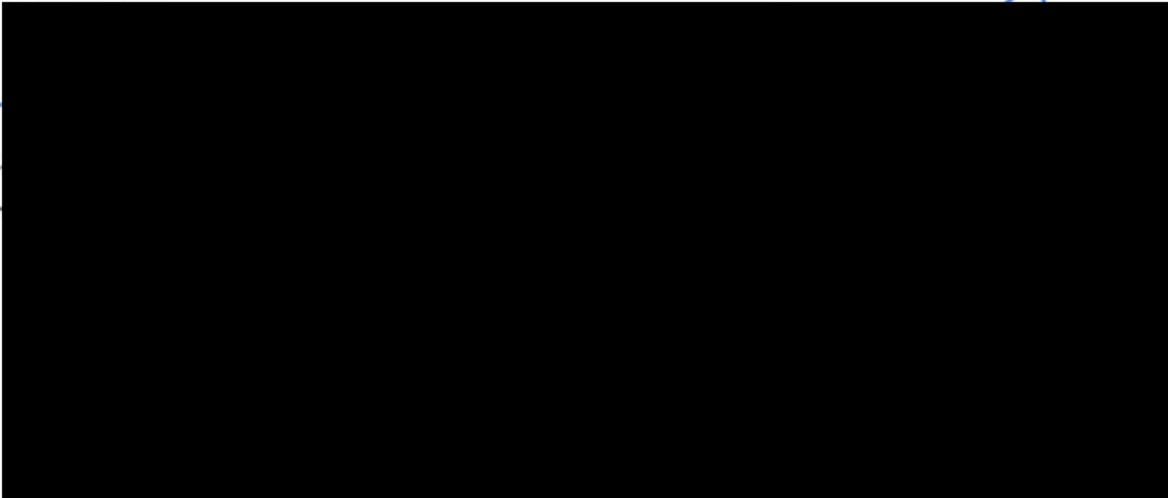
Family members shall mean the Employee's:

- spouse, including common law;
- all children under the age of 18;
- all children under the age of 21 with a valid student ID.

Should the Town discontinue access to a designated fitness Centre, the Employer will reimburse Permanent Employees receipted costs, up to four hundred dollars (\$400.00) per calendar year for membership in a fitness centre.

Signed on behalf of
Canadian Union of Public Employees,
Local 898

Signed on behalf of
Town of Peace River



November 29 / 2024
Date

November 28, 2024
Date

LETTER OF UNDERSTANDING # 3

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 898

and

THE TOWN OF PEACE RIVER

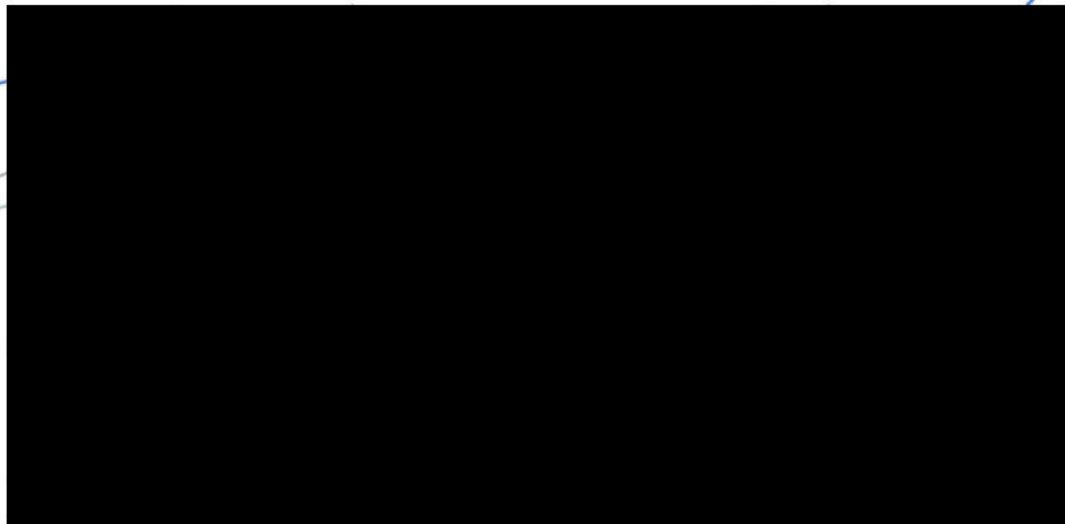
RE: EMPLOYEE # 474 TRANSFER OF POSITION

The Town of Peace River and the Canadian Union of Public Employees, Local 898 agree that:

1. The position occupied by the Employee shall be transferred to the Community Services Department without posting or other requirements;
2. The position shall remain in the Community Services Department until the Employee no longer holds the position, at which time it shall revert to the Public Works Department, with the consent of the Union;
3. This Letter of Understanding shall remain in effect until the Employee no longer holds the position.

Signed on behalf of
Canadian Union of Public Employees,
Local 898

Signed on behalf of
Town of Peace River



November 29, 2024
Date

November 28, 2024
Date

LETTER OF UNDERSTANDING #4

between

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 898**

and

THE TOWN OF PEACE RIVER

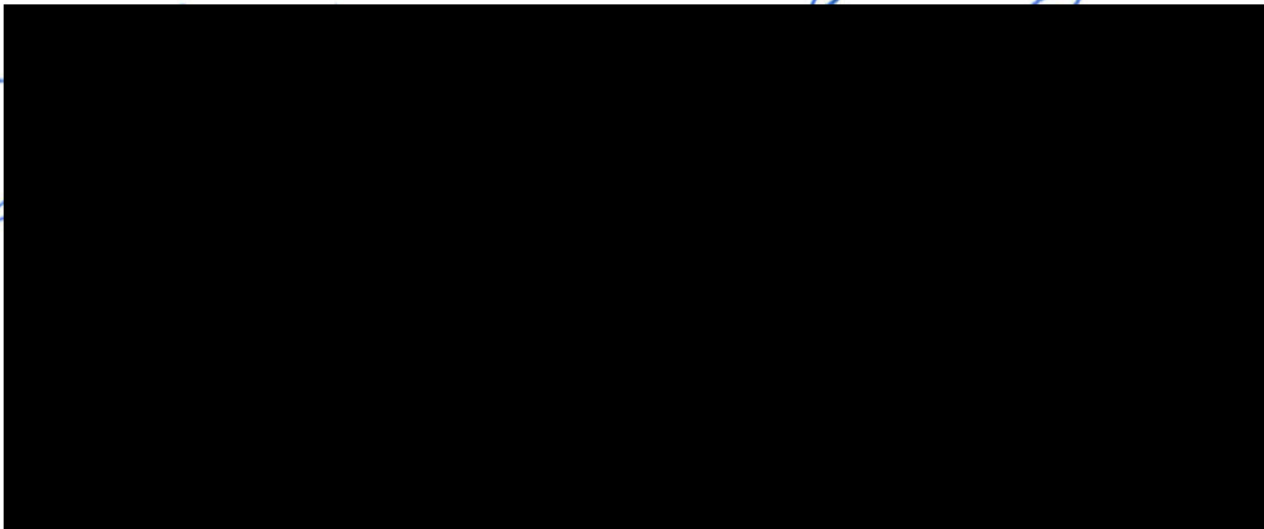
RE: TEMPORARY POOL ADMINISTRATIVE ASSISTANT LENGTH OF EMPLOYMENT

The Town of Peace River and the Canadian Union of Public Employees, Local 898 agree to extend the length of employment for a Temporary Employee to eighteen (18) months, to fill a temporary position of Pool Administrative Assistant, vacated by an Employee on maternity leave.

This agreement shall remain in effect from January 30, 2023, to August 2, 2024 (or on the return of the Pool Administrative Assistant, whichever is earlier).

Signed on behalf of
Canadian Union of Public Employees,
Local 898

Signed on behalf of
Town of Peace River



November 29/2024
Date

November 28, 2024
Date

LETTER OF UNDERSTANDING #5

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 898

and

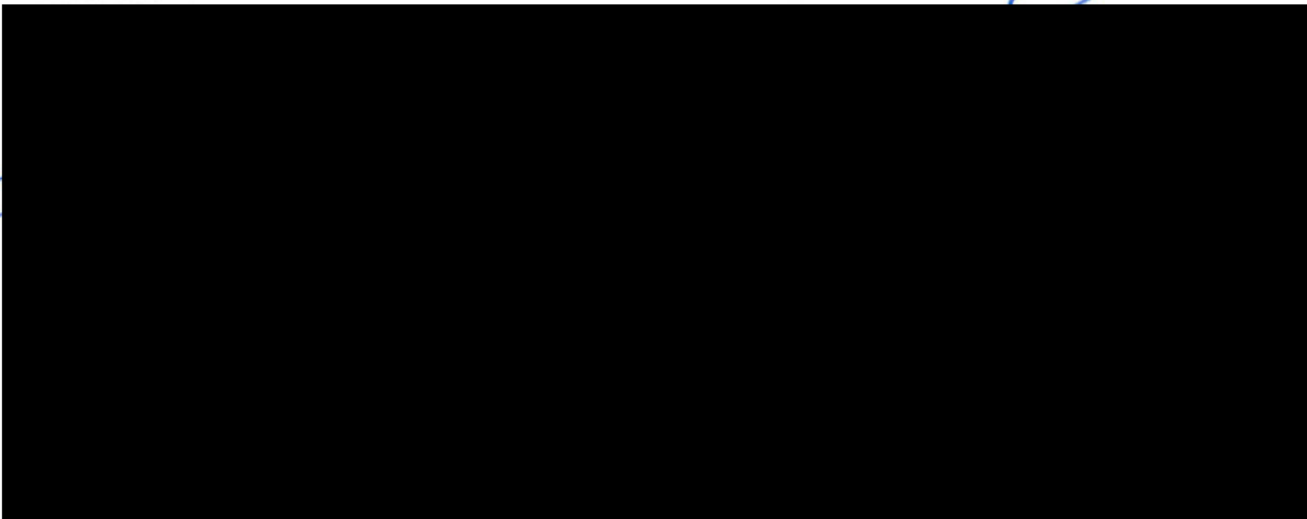
THE TOWN OF PEACE RIVER

RE: SAFETY CLOTHING

In consultation with the Joint Health and Safety Committee, the Town will issue a request for proposals for safety clothing, that will include such items as winter outerwear, summer outerwear, and overalls.

Signed on behalf of
Canadian Union of Public Employees,
Local 898

Signed on behalf of
Town of Peace River



November 29, 2024
Date

November 28, 2024
Date

MEMORANDUM OF UNDERSTANDING #6

between

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 898**

and

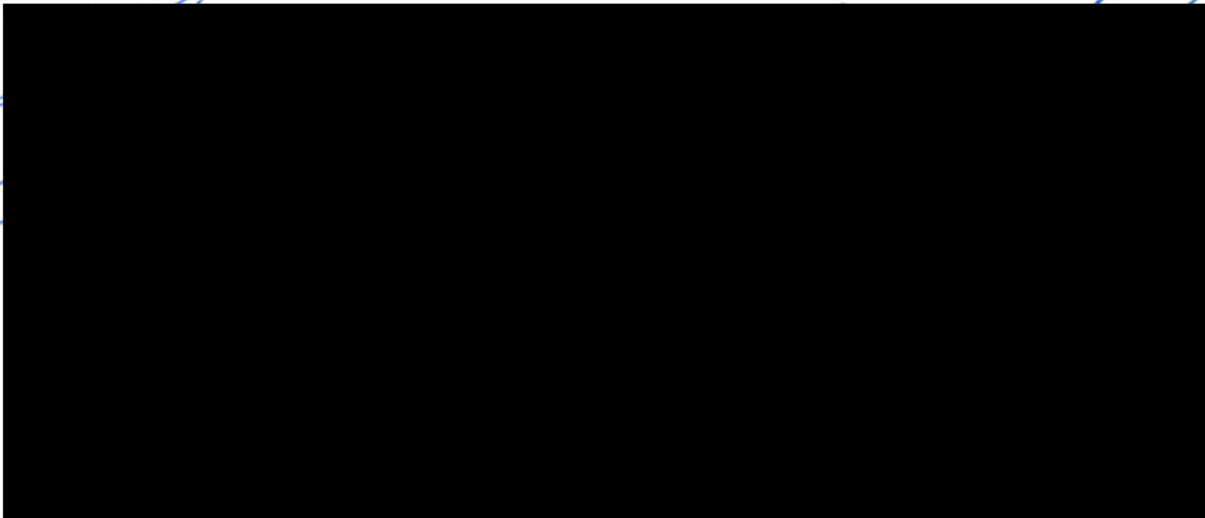
THE TOWN OF PEACE RIVER

RE: ADDITIONAL PERMANENT POSITION AT PEACE REGIONAL POOL

The Town of Peace River and the Canadian Union of Public Employees, Local 898 agree that the Town will establish one (1) additional unionized FTE permanent position at the Peace Regional Pool within sixty (60) days of ratification of this Collective Agreement.

Signed on behalf of
Canadian Union of Public Employees,
Local 898

Signed on behalf of
Town of Peace River



November 29/2024
Date

November 28, 2024
Date