

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES
CUPE Local 70

- AND -

THE TOWN OF RAYMOND
The logo for the Town of Raymond features the word "Raymond" in a large, elegant, black cursive font. Above the "o" in "Raymond" is the text "Town of" in a smaller, sans-serif font. Below "Raymond" is the tagline "Welcome Home" in a smaller, sans-serif font.

January 1, 2019 to December 31, 2022

TABLE OF CONTENTS

ARTICLE 1: Term of Agreement.....	1
ARTICLE 2: Purpose.....	1
ARTICLE 3: Recognition	2
ARTICLE 4: Membership	2
ARTICLE 5: Hours of Work.....	3
ARTICLE 6: Change of Work.....	3
ARTICLE 7: Pay.....	3
ARTICLE 8: Overtime.....	4
ARTICLE 9: Standby.....	5
ARTICLE 10: General Holidays	5
ARTICLE 11: Annual Vacations.....	6
ARTICLE 12: Seniority, Promotions and Vacancies Re-Engagement	7
ARTICLE 13: Grievance Procedure	7
ARTICLE 14: Negotiation and Interpretation of the Collective Agreement.....	9
ARTICLE 15: Sickness and Accident for Permanent Employees.....	9
ARTICLE 16: Employee Benefits for Permanent Employees.....	10
ARTICLE 17: Leaves of Absence	10
ARTICLE 18: Definitions and Interpretations	12
ARTICLE 19: Preference of Employment and On-the-Job Training.....	13
ARTICLE 20: Clothing	14
ARTICLE 21: Discrimination.....	14
ARTICLE 22: Reduction of Staff	14
ARTICLE 23: Discipline and Dismissals	14
ARTICLE 24: Wage and Classification	15
ARTICLE 25: Pensions	15
ARTICLE 26: Management and Rights.....	15
ARTICLE 27: Strikes and Lockouts.....	15
ARTICLE 28: Loss of License	16
ARTICLE 29: Medical Examinations	16
SCHEDULE "A": Wage Rates	17
Letter of Understanding #1: Personal Protective Clothing.....	20
Letter of Understanding #2: Union-Management Advisory Committee (UMAC).....	22

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 70

(Hereinafter called "The Union")

PARTY OF THE FIRST PART

- AND -

THE TOWN OF RAYMOND

(Hereinafter called "the Employer" or "The Town")

PARTY OF THE SECOND PART

ARTICLE 1: TERM OF AGREEMENT

- (a) This Agreement shall be in full force and effect from January 1, 2019 and continue in full force and effect to the 31st day of December 2022, and from each year thereafter, except as hereinafter provided.
- (b) Either Party may give notice to amend or terminate this Agreement on any anniversary date; such notice will be given in writing to the other Party not less than sixty (60) days or more than one-hundred and twenty (120) days prior to such anniversary date.
- (c) If notice to amend or terminate the Agreement has been given by either Party prior to the termination date of this Agreement, and if negotiations continue beyond the termination date of this Agreement, the Agreement will remain in full force and effect until the application provisions of the *Alberta Labour Code* have been complied with.
- (d) Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

ARTICLE 2: PURPOSE

- (a) The purpose of this Agreement is to promote and maintain a harmonious and cooperative relationship between the Employer and the Employees.
- (b) To provide an amicable method of settling any differences or grievances which may arise between the Employer and the Employees.
- (c) To promote the mutual interest of the Employer and the Employees.
- (d) To provide for the operations of the Employer coming within the scope of this Agreement any methods which will further, to the fullest extent possible, the safety and welfare of the Employees, the economy, operations and protection of the property and welfare of the public and the Town.

ARTICLE 3: RECOGNITION

- (a) The Employer recognizes the Canadian Union of Public Employees, Local 70, as the sole and exclusive bargaining agent for Employees of The Town of Raymond who are covered by the Labour Relations Board Certification No.1615-91, and not otherwise excluded.
- (b) The Employer agrees not to bargain collectively or individually with a labour organization affecting Employees covered by this Agreement during the life of it.
- (c) No Employee covered by this Agreement shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this Agreement, except as specifically provided for in this Agreement.
- (d) If the Employer and the Union cannot agree on whether or not a new position is within the jurisdiction of Certificate No.1615-91, the matter shall be referred to the Alberta Labour Relations Board for determination.
- (e) Scope Clause:
This Agreement covers Employees who occupy classifications appearing in the Schedule of Wages (Appendix "A") attached; and new positions falling within the Union's jurisdiction; except positions mutually agreed to by both Parties as exempted.
- (f) Union Dues Check-Off:
The Employer agrees to check off Union dues under the Rand Formula. It is understood that fines and assessments are not included in this Agreement.
- (e) Deductions shall be forwarded in one (1) cheque to the Secretary-Treasurer of the Union not later than the 15th day of the following month for which the dues are levied. The cheque, made out to the Canadian Union of Public Employees, shall be accompanied by a list of the names, classifications and wages from which the deductions have been made. A copy of this list shall be forwarded by the Employer to Local 70, Canadian Union of Public Employees.

ARTICLE 4: MEMBERSHIP

- (a) The Employer agrees to inform new Employees that a Union Agreement and dues check-off are in effect. The Employer will provide copies of the Agreement (supplied by the Union), which will include a membership application and the Union Representative to contact.

ARTICLE 5: HOURS OF WORK

- (a) The regular hours of work shall be forty (40) hours per week, Monday through Friday except where specified, and those involved where six (6) day operation is essential. All Employees shall be permitted a minimum of one (1) hour unpaid lunch break near the midway point of each shift (excluding those Employees at the ice arena; they will be permitted a one-half (1/2) paid break as close to the midway point of their shift as possible). Daily hours as set by the Employer may be scheduled between 6:00 a.m. to 12 midnight. The daily work schedule is flexible and may be amended to suit both Parties.

When an Employee's shift and/or regular hours are to be changed, the Employee shall be given a minimum of two (2) full working days' notice prior to such change. In the case of street sweeping and snow removal or swimming pool, because weather is the determining factor, the two (2) days' notice of shift change is not required.

- (b) Non-Shift Employees:
The regular working hours may be changed by common consent of the Employer and the Employee, provided the majority of Employees who will be affected by the change are in agreement, and so long as the starting time is not earlier than 6:00 a.m. or later than 9:00 a.m.
- (c) Any Employee who is requested to work the regular noon-hour lunch period shall be paid at the rate of one and one-half times (1½x) the regular rate of pay for the actual time worked.

ARTICLE 6: CHANGE OF WORK

- (a) When the Employer designates a Permanent Employee to substitute in a position in a classification with a greater job rate, he/she shall receive that rate of pay for all hours worked in that classification.
- (b) When the Employer designates a Permanent Employee to substitute in a position with a lesser job rate, he/she shall continue to receive his/her previous rate of pay for all hours worked in that classification.

ARTICLE 7: PAY

- (a) The Employer shall pay salaries and wages bi-weekly for the previous two (2) weeks in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, each Employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

ARTICLE 8: OVERTIME

- (a) After an Employee's regular hours of work, the overtime rate of pay will be one and one-half times (1½x) for the first two (2) hours and two times (2x) the rate of pay for all hours worked thereafter Monday through Saturday. Double time (2x) shall be paid for Sunday work.
- (b) Any Employee who is called to work unexpectedly, outside his/her normal work hours shall be paid at one and one-half times (1½x) for the first two (2) hours and two times (2x) the rate of pay for all hours worked thereafter. No Employee shall receive less than two (2) hours pay for any one (1) call. Where an Employee has been called back, he/she is deemed to be 'on duty' for the minimum time paid for or until the job is completed, whichever is the longer period of time; and any further call backs received during that period of time are considered to be a part of, or a continuation of, the original call back and are not subject to overtime minimum call back pay.
- (c) Rest Period Between Call Out:
Where an Employee is required to work overtime and receives less than six (6) consecutive hours off duty in the eleven (11) hour period immediately prior to the commencement of the regular hours of work, that Employee shall continue to be paid at one and one-half times (1½x) for the first two (2) hours and two times (2x) the rate of pay for all hours worked thereafter until such time as the Employee is relieved from duty for not less than six (6) consecutive hours. For each case, unless otherwise notified by the Employer, the Employee will be considered relieved from duty at the completion of the overtime work. An Employee relieved from duty shall be paid the regular rate of pay for the regular hours of work, which fall within this prescribed relief period.
- (d) No Employee shall be required to take time off in lieu of overtime but an Employee, by written request, may receive the hourly equivalent of his/her overtime in time off in lieu of payment when mutually agreed upon by the Employee and the Employer.

Time off must be mutually agreeable between the Employees and their Department Head.
- (e) In cases where overtime is necessary, the Employer agrees to distribute such overtime as equitable as is practical between the members of the department concerned; having due regard for the ability of the Employee in the job requirement.
- (f) All overtime must be authorized by the Employer.

ARTICLE 9: STANDBY

- (a) Standby duty shall mean any Employer defined period during which an Employee is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay to any request to report for work. The Employee on call shall be required to respond within one (1) hour.
- (b) For each assigned day of authorized standby duty, an Employee shall be paid one and one-fourteenth (1.14) hours at their regular hourly rate of pay.

ARTICLE 10: GENERAL HOLIDAYS

- (a) The following shall be considered General Holidays:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
1 st Monday in August (Civic Holiday)		Boxing Day

All General Holidays proclaimed by the Town of Raymond, the Province of Alberta, or the Government of Canada. No deductions in the wages and salaries of any Permanent Employee shall be made on account of the above-mentioned holidays occurring during regular work periods for any permanent or qualifying Employee, according to the *Employment Standard Code of Alberta*.

- (b) If a General or declared Holiday falls on a Permanent Employee's regular working period and he/she works, he/she shall be paid at time and one-half (1½x) for the first two (2) hours and two times (2x) his/her regular rate of pay for all hours worked thereafter.
- (c) Work performed before and after normal working hours, as covered by this Agreement, shall be at the rate of double time (2x) for each hour worked. This applies only to general or declared holidays.
- (d) If a General or declared Holiday falls on a Permanent Employee's regular day off, he/she shall be entitled to an extra days pay for same or be given a day off with pay; the day off to be arranged at the mutual convenience of both Parties.
- (e) If a General or declared Holiday falls on a Non-Permanent Employee's regular working period and he/she works, he/she shall be paid two times (2x) his/her regular rate of pay for all hours worked on the declared holiday.

ARTICLE 11: ANNUAL VACATIONS

- (a) Permanent Employees with one (1) year continuous service or more shall be given two (2) weeks' vacation with pay each year.

Permanent Employees with two (2) years continuous service or more shall be given three (3) weeks' vacation with pay each year.

Permanent Employees with eight (8) years continuous service or more shall be given four (4) weeks' vacation with pay each year.

Permanent Employees with fourteen (14) years continuous service or more shall be given five (5) weeks' vacation with pay each year.

Permanent Employees with twenty (20) years continuous service or more shall be given six (6) weeks' vacation with pay each year.

- (b) For the first four thousand one hundred and sixty (4,160) hours of service, Non-Permanent Employees shall receive four percent (4%) holiday pay each pay period.

After four thousand one hundred and sixty (4,160) hours, Non-Permanent Employees shall receive six percent (6%) holiday pay each pay period.

- (c) Preference for vacation of Permanent Employees to be based on a rotation system. Starting with the names in the order of seniority for the year, then the top two (2) names going to the bottom the next year, and every year thereafter. List for holidays shall be posted the first (1st) day of May so each Employee can fill in his/her choice for annual vacation.

- (d) Prior to the final pay period in each calendar year, the Chief Financial Officer or the Director of Corporate Services shall review the remaining accrued vacation days available to each Permanent Employee. If an Employee has accrued more than the permitted amount of vacation days, they will be paid out for those days on their last pay cheque for the calendar year in which they were accrued.

However, an additional five (5) days may be accrued upon approval by the Chief Administrative Officer.

ARTICLE 12: SENIORITY, PROMOTIONS AND VACANCIES RE-ENGAGEMENT

- (a) Seniority is defined as the length of unbroken service in the bargaining unit.

Seniority shall be used in determining promotion, transfer, demotion, layoff, permanent reduction of the workforce and recall, as set out in other provisions of this Agreement.

Seniority shall operate bargaining unit wide, providing that the Employee has the necessary qualifications and ability to perform the work.

No Employee shall have seniority until he/she has completed the required probationary period of employment. Once an Employee has completed his/her probationary period of employment, seniority shall date from the beginning of the probationary period.

- (b) In filling a new position or vacancy, appointments shall be made on the basis of the qualifications and seniority of the applicants. The qualifications for the new position or vacancy shall be consistent with the responsibilities specified in the job description, as established by the Employer.
- (c) Requests for transfer or applications for vacancies shall be in writing according to the procedures established by the Employer.
- (d) When a new position or vacancy occurs, it shall be posted for a minimum of five (5) working days. It shall be the responsibility of the Manager or Designate of each Town facility to ensure that notices are properly posted.

ARTICLE 13: GRIEVANCE PROCEDURE

- (a) Definition of a Grievance:
Grievance shall mean any difference concerning the interpretation, application, operation or any alleged violation of this Agreement.
- (b) Informal Discussion:
The Employee(s) concerned, with or without the Union, may seek to settle the dispute through discussion with his/her immediate supervisor.
- (c) Presence of Steward:
Grievances between the Employer and Employee/or the Union shall be in the presence of the Steward or authorized Union Representative.

- (d) Names of Stewards:
- (1) The Union shall notify the Employer in writing of the name of each Steward, the area he/she represents, and the name of the Chief Steward, if applicable, before the Employer shall be required to recognize him/her.
 - (2) The Employee(s) may elect the Steward of his/her choice.
- (e) Meetings Without Loss of Pay:
Not more than the Grievor(s) and the Shop Steward may attend grievance meetings without loss of pay.
- (f) Stewards Leaving the Work Site:
A Shop Steward shall not leave his/her place of work to discuss a grievance with the Employer and/or Employee(s) during working hours without permission from the Management representative or his/her designated alternate; and provided that adequate replacement or relief staff is available. Permission will not be reasonably denied.
- (g) Recalls, Health & Safety, Dismissals, Layoffs:
In the case of recalls, health and safety, dismissals and layoffs, the grievance shall be initiated at Step 2 of the Grievance Procedure.
- (h) Replies in Writing:
Replies to grievance stating reasons shall be in writing at all stages.
- (i) Waiver of Shop Steward Presence:
The Employee(s) may waive the presence of a Shop Steward by indicating so in writing with a copy to the Municipal Administrator with a copy sent to the Union.
- (j) Amending of Time Limits:
The time limits fixed in both the Grievance and Arbitration Procedures may be extended by the consent of the Parties, verbally and confirmed in writing.
- (k) General or Policy Grievance:
When a dispute involving a question of general application of interpretation of this Agreement occurs, Step 1 of the Grievance Procedure may be by-passed. Only grievances submitted by the Committee of CUPE Local 70 shall be considered.
- (l) Settling of Grievances:
Grievances shall be processed in the following manner:
STEP 1: A waiver of time limits will be allowed in the case of a staff person who was absent from work in the following instances: day(s) off, Leave of Absence, vacation, or Sick Leave.

STEP 2: If the grievance is not settled in Step 1, the grievance may, within five (5) working days after receiving the decision, be filed with the Municipal Administrator or his/her designate. The Municipal Administrator may expedite the grievance by forwarding same to the Town Council if he/she deems it necessary and will notify the Union accordingly. The Municipal Administrator shall submit his/her decision in writing within ten (10) working days to the Employee(s) with a copy to the Department Head, the Union, and the Shop Steward.

STEP 3: If a grievance is not settled in Step 2, the grievance, within five (5) working days after receiving the decision, be filed with the Town Council. A decision must be made within ten (10) working days.

STEP 4: If the grievance is not settled in Step 3, either may proceed within ten (10) working days to submit the grievance to a Board of Arbitration, to be established as follows:

Arbitration Procedure:

The Employer and the Union shall each appoint one (1) member to represent the respective Parties at the Board Hearing. The representatives so appointed shall appoint a Chairperson, but failing to agree on a selection, they may request the Minister of Labour for the Province of Alberta to select a Chairperson.

Expenses of the Board:

Each Party shall pay:

- the fees and expenses of its Nominee to the Board;
- pay one-half (1/2) of the fees and other related expenses of the single Arbitrator;
- Failure to agree shall result in appointment of an Arbitrator by the Minister of Labour.

ARTICLE 14: NEGOTIATION AND INTERPRETATION OF THE COLLECTIVE AGREEMENT

- (a) Either Party to this Agreement reserves the right to external representation at all times for the purpose of negotiation and interpretation of the Collective Agreement.

ARTICLE 15: SICKNESS AND ACCIDENT FOR PERMANENT EMPLOYEES

- (a) Every Permanent Employee who comes under the terms of this Agreement shall receive full wages for a period(s) of time not exceeding the accumulated Sick Leave credit.

- (b) For Permanent Employees Sick Leave credit may be accumulated to a maximum of one and one-half (1½) days per month.
- (c) Unused Sick Leave for any year shall be carried over and accumulated up to a total allowable of ninety (90) working days leave with pay, any time off for sickness shall be deducted from the days allowed.

Permanent Employees on staff as of July 1, 1992, will retain their accumulated unused Sick Leave of one hundred twenty (120) days until reduced by Sick Leave to ninety (90) days, at which time the maximum will remain as ninety (90) days.

- (d) Permanent Employees may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) days, certifying that the Employee was unable to carry out his/her duties due to illness. Employees are required to inform their Supervisor of their illness and inability to perform their duties.

ARTICLE 16: EMPLOYEE BENEFITS FOR PERMANENT EMPLOYEES

- (a) Long-Term-Disability shall be provided by the Employer which will provide a minimum of two-thirds (2/3) salary after thirteen (13) weeks until the age of sixty-five (65) years for all Employees who qualify under the guidelines of the terms of reference as set down by the Insurer. The Town agrees to pay seventy-five percent (75%) of the Long-Term-Disability premiums.

All Permanent Employees will continue to be covered by their present Alberta Urban Municipalities Association (AUMA) Life Insurance Plan, with the Employer paying seventy-five percent (75%) of the cost.

- (b) The Employer agrees to pay one hundred percent (100%) of the Alberta Health Care Insurance Plan and;
- (c) The Employer agrees to pay one hundred percent (100%) of the AUMA Extended Health Care, Vision Care and Dental Care Plans (Policy 71180) or similar plans that are acceptable to both the Employer and the Union;
- (d) Any Employee not accepting recall to employment shall forfeit any Sick Leave credits unless prior permission has been given for an extended leave.

ARTICLE 17: LEAVES OF ABSENCE

- (a) Leaves of Absence without pay will not be granted on a routine basis. Applications for leave must be in writing and presented to the Employer at least six (6) weeks

prior to the anticipated date of commencement of the Leave, or the Employee shall provide reasons as to why this was not possible. Applications shall indicate the date of departure on Leave and the date of return. Such Leave may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of Leave of Absence, except with the express consent of the Employer.

In instances of Leaves of Absence in excess of thirty (30) calendar days, Employees shall cease to earn Sick Leave and vacation credits at the commencement of such Leaves. Upon return of such Leave seniority and Sick Leave credits earned prior to such Leave will be credited back to the Employee.

Employees granted a Leave of Absence for a period in excess of thirty (30) calendar days shall make the necessary arrangements to prepay both the Employee's share and the Employer's share of all contributing benefit plans.

When it is necessary for the Union to make application for Leave of Absence, without pay, for an Employee(s), it is required that this be in writing at least six (6) weeks before such leave is required, and that alternative names be submitted to permit the Union's request being complied without undue interference with the Employer's organization and obligations.

BEREAVEMENT LEAVE

- (a) Permanent and Non-Permanent Employees may receive a Leave of Absence with pay, up to and not exceeding three (3) consecutive working days for death of a family member or relative as defined:

Mother	Father	Brother
Sister	Guardian	Mother-in-Law
Law	Father-in-Law	Sister-in-Law
Brother-in-Law	Grandparent(s) of the Employee/Employee's Spouse	

- (b) Permanent and Non-Permanent Employees may receive a Leave of Absence with pay, up to and not exceeding five (5) consecutive working days for death of a family member or relative as defined:

Spouse	Common-Law Spouse	Child
Grandchild	Foster Child	

Any Leave in excess of three (3) or five (5) working days to be approved by Town Council.

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

MATERNITY LEAVE

(a) Maternity Leave:

Both the Union and the Town of Raymond recognize the provisions and authority of the Maternity Benefits section of the *Employment Standards Code of Alberta*.

Procedure Upon Return from Maternity Leave:

When a Permanent Employee decides to return to work after Maternity Leave, he/she shall provide the Employer with at least two (2) weeks' notice. On return from maternity leave the Employee shall be placed in his/her former position. If the former position no longer exists, he/she shall be placed in a position in his/her department of equal rank and value at the same rate of pay.

ARTICLE 18: DEFINITIONS AND INTERPRETATIONS

(a) PERMANENT EMPLOYEES:

(1) Permanent Full-Time Employee:

A Permanent Full-time Employee shall mean an Employee who is regularly required to work a minimum of thirty-five (35) hours of work or more and who has successfully completed a probationary period.

(2) Permanent Part-Time Employee:

A Permanent Part-time Employee shall mean an Employee who is hired to work and works fifty percent (50%) of the time or more than the regular hours of work, and who has completed a probationary period.

(b) NON-PERMANENT EMPLOYEES:

(1) Seasonal Employee:

A Seasonal Employee shall mean an Employee who is hired to work in a position of a seasonal nature requiring Full-time hours of work.

(2) Casual Employee:

A Casual Employee shall mean an Employee who is hired to work in an 'as needed basis' to fill in, in cases where an Employee may be absent from work due to vacation, sickness, injury, Leave of Absence, or where there is a need for extra help during periods of work overload.

(3) Temporary Employee:

A Temporary Employee shall mean an Employee who is hired for a specific job of a one-time nature, for a period not to exceed four (4) months. This time may be extended by mutual agreement between the Employer and the Union.

(c) TRIAL & PROBATIONARY PERIOD:

(1) Probationary Employee:

A Probationary Employee is a newly hired Permanent Full-time or Permanent Part-time Employee serving the required six (6) months probationary period.

(2) Trial Employee:

A Trial Employee is a Permanent Full-time or Permanent Part-time Employee serving a three (3) month trial period as a result of a change of position.

Note: Upon mutual agreement the Parties may agree to an extended trial period if the Parties agree that the three (3) month period is not sufficient. During the additional three (3) months the Employee will be advised of any deficiencies and required areas of improvement.

(d) Director:

Director shall mean a Department Head, which is out of the scope of this Collective Agreement.

(e) Chief Administrative Officer (CAO):

Chief Administrative Officer shall mean the Municipal Administrator responsible to the Mayor and Town Council.

(f) Delegation of Responsibility & Authority:

Delegation of responsibility and authority shall mean the right of the CAO to exercise and/or delegate responsibility and authority from which he/she came.

(g) Promotion:

Promotion, when used in this Agreement, shall mean the advancement of an Employee to a position paying higher wages than the position from which he/she came.

(h) Employer or Municipality:

Employer or Municipality shall mean the Town of Raymond, Mayor and Town Council or Management staff as designated by the Town Council.

ARTICLE 19: PREFERENCE OF EMPLOYMENT AND ON-THE-JOB TRAINING

- (a) The Employer agrees that Employees will be provided with the opportunity to attend job training programs as determined by the Employer on the basis of job requirements and classification.

ARTICLE 20: CLOTHING

- (a) Permanent Employees are eligible to claim up to three hundred dollars (\$300.00) for the purchase of personal protective equipment and clothing. Purchases are to be approved by the Director or the Chief Administrative Officer (refer to Letter of Understanding #1)
- (b) Directors may authorize additional protective clothing and equipment for their departments as needed, which will be owned and purchased by the Town.

ARTICLE 21: DISCRIMINATION

- (a) There shall be no discrimination against any Employee by virtue of their being or performing their duty as a member of the Union or in the matter of age, race, creed, colour, national origin, political or religious affiliation, sex, or marital status.
- (b) The Town Council or Head of Department will not use their position to solicit donations from the Employees for any purpose whatsoever, nor will any Employee solicit donations from the Employees unless authorized by the majority of the members.

ARTICLE 22: REDUCTION OF STAFF

- (a) In the event of layoff, Employees shall be laid off in the reverse order of their bargaining-wide seniority, except for classifications where no senior Employee has the qualifications to perform all of the duties of that classification.
- (b) When work becomes available Employees, who have been laid off for twelve (12) months or less shall be recalled on the basis of their seniority, provided they possess the qualifications to perform all of the duties of that classification.

ARTICLE 23: DISCIPLINE AND DISMISSALS

- (a) Disciplinary action shall consist of any of the following: oral warning, written warning, suspension, and/or dismissal issued to an Employee.
- (b) When a disciplinary action is taken and recorded on the Employee's file, the Employee and the Secretary of the Union shall be sent a copy of the disciplinary action.

Any Employee who has been wrongfully dismissed and who is later reinstated shall be compensated in full for all time lost, less earnings they may have through other employment during the period of dismissal. Any Employee who

has been wrongfully dismissed may be reinstated by Town Council or by the Grievance Arbitration process.

(c) Personnel Record Access:

Employees shall have the right to review their personal file held by the Town of Raymond provided that they make an appointment in advance. The Employee may review their personal file once very calendar year or as required by the Grievance Procedure. The Employee may have a Union Steward present at the time of said review. No copies of documents relating to an Employee's performance may be placed on the Employee's personal file without the Employee receiving a copy of such document. If an Employee is not copied on such document, it will be removed from their personal file.

The record of an Employee shall not be used against the Employee and any record of discipline will be removed from the Employee's personal file after an incident free period of twenty-four (24) months.

ARTICLE 24: WAGE AND CLASSIFICATION

- (a) List of all classifications and current wages is contained in Schedule "A" attached.

ARTICLE 25: PENSIONS

- (a) All Permanent Employees shall be covered by the Local Authorities Pension Plan (LAPP) and shall share the cost of said plan on the basis of contribution proportion as outlined in the Local Authorities Pension Act and Regulations.

ARTICLE 26: MANAGEMENT AND RIGHTS

- (a) Management reserves all the rights not specifically restricted by this Agreement.

ARTICLE 27: STRIKES AND LOCKOUTS

- (a) No Employee, no bargaining unit and no person acting on their behalf shall strike or cause a strike or threaten a strike unless that strike is permitted by the *Alberta Labour Code*.
- (b) No Employer, no Employer's organization and no person acting on their behalf shall lockout or cause a lockout or threaten a lockout, or to cause a lockout unless that lockout is permitted by the *Alberta Labour Code*.

ARTICLE 28: LOSS OF LICENSE

- (a) Employees who are required to maintain a valid Province of Alberta Operators License for the purpose of their work with the Employer may be terminated from their employment in the event of the loss of Operators License in excess of a twenty-four (24) hour suspension.
- (b) In the event of such loss of Operators Licence, the affected Employee may be offered the first available position to which he/she is qualified.

ARTICLE 29: MEDICAL EXAMINATIONS

- (a) Applicants for employment may be required to take a medical examination by a medical doctor designated by the Employer. The cost of such medical examination shall be borne by the Employer and shall take place prior to the commencement of employment.

SCHEDULE "A": WAGE RATES

PERMANENT EMPLOYEES								
CLASSIFICATION	JAN 1 2019 START RATE	JAN 1 2019 JOB RATE	JAN 1 2020 START RATE	JAN 1 2020 JOB RATE	JAN 1 2021 START RATE	JAN 1 2021 JOB RATE	JAN 1 2022 START RATE	JAN 1 2022 JOB RATE
Administrative Assistant I	18.00	19.87	18.36	20.27	18.73	20.67	19.20	21.19
Administrative Assistant II	21.43	23.66	21.86	24.13	22.30	24.62	22.85	25.23
Communications Coordinator	28.28	30.35	28.85	30.96	29.42	31.58	30.16	32.37
Communications Officer	30.31	32.39	30.92	33.04	31.53	33.70	32.32	34.54
Community Development Officer	30.31	32.39	30.92	33.04	31.53	33.70	32.32	34.54
Community Services Function Area Supervisor***	82,700.96	86,517.93	84,354.98	88,248.29	86,042.08	90,013.25	88,193.13	92,263.59
Community Services Supervisor***	78,883.99	82,721.60	80,461.67	84,376.03	82,070.90	86,063.55	84,122.68	88,215.14
Environmental Services Supervisor***	82,700.96	86,517.93	84,354.98	88,248.29	86,042.08	90,013.25	88,193.13	92,263.59
Executive Assistant	26.20	28.24	26.72	28.80	27.26	29.38	27.94	30.12
Facility Maintenance Coordinator	32.22	35.79	32.86	36.51	33.52	37.24	34.36	38.17
Finance Clerk	26.26	28.28	26.79	28.85	27.32	29.42	28.00	30.16
Fitness & Event Coordinator	25.65	28.41	26.16	28.98	26.69	29.56	27.35	30.30
Labourer I	15.15	16.16	15.45	16.48	15.76	16.81	16.16	17.23
Labourer II	15.75	17.51	16.07	17.86	16.39	18.22	16.80	18.67
Labourer III	19.98	21.15	20.38	21.57	20.79	22.00	21.31	22.55
Mechanic	30.24	33.23	30.84	33.89	31.46	34.57	32.25	35.44
Municipal Clerk***	78,883.99	82,721.60	80,461.67	84,376.03	82,070.90	86,063.55	84,122.68	88,215.14
Operational Services Function Area Supervisor***	82,700.96	86,517.93	84,354.98	88,248.29	86,042.08	90,013.25	88,193.13	92,263.59
Operational Services Supervisor***	78,883.99	82,721.60	80,461.67	84,376.03	82,070.90	86,063.55	84,122.68	88,215.14
Public Works I	23.23	25.65	23.69	26.16	24.17	26.69	24.77	27.35
Public Works II	25.65	28.41	26.16	28.98	26.69	29.56	27.35	30.30
Public Works III	28.41	31.26	28.98	31.89	29.56	32.52	30.30	33.34
Public Works IV**	30.24	33.23	30.84	33.89	31.46	34.57	32.25	35.44
Recreation Operator I	23.23	25.65	23.69	26.16	24.17	26.69	24.77	27.35
Recreation Operator II	25.65	28.41	26.16	28.98	26.69	29.56	27.35	30.30
Recreation Operator III	28.41	31.26	28.98	31.89	29.56	32.52	30.30	33.34
Recreation Operator IV**	30.24	33.23	30.84	33.89	31.46	34.57	32.25	35.44
Solid Waste Operator	17.05	18.93	17.39	19.31	17.74	19.69	18.18	20.19

**These Employees must have ten (10) years continuous service and qualified to operate appropriate machinery
 ***Annual Wage – These Employees are not eligible for overtime

SCHEDULE "A": WAGE RATES (continued)

NON-PERMANENT EMPLOYEES	
All Non-Permanent Employees stay at the current rate for the entire four-year term (2019-2022)	
CLASSIFICATION	Jan. 1, 2019 – Dec 31, 2022 Job Rate
Seasonal Labourer I	15.00
Seasonal Labourer II	15.75
Seasonal Labourer III	16.50
Seasonal Operator I	17.25
Seasonal Operator II	18.00
Seasonal Operator III	22.03
Cashier	15.00
Lifeguard I	15.50
Lifeguard II	16.47
Head Shift Lifeguard	17.81
Pool Supervisor	19.71

**** ** ****

In witness whereof the Parties hereto have executed this

Collective Agreement this 1 day of May 2019.

Signed on behalf of: THE TOWN OF RAYMOND	Signed on behalf of: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 70
	
	

LETTER OF UNDERSTANDING #1: Personal Protective Clothing

BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES, Local 70
(Herein referred to as "The Union")
- AND -
THE TOWN OF RAYMOND
(Herein referred to as "The Town")

RE: PERSONAL PROTECTIVE CLOTHING

To clarify Article 20: Clothing, of the Collective Agreement between the Town and the Union, all Permanent Employees are eligible to claim up to three hundred dollars (\$300.00) annually for the purchase of personal protective clothing.

PROCEDURE:

The Town shall supply each Permanent Employee with the basic personal protective equipment. The Employee(s) shall purchase and then be reimbursed up three hundred dollars (\$300.00) annually for the purchase of speciality protective clothing.

The Town shall supply the following:

- | | |
|----------------------------|------------------------------------|
| - Hard hat | - Basic ear protection |
| - Basic rain wear | - Safety vest |
| - Severe weather coveralls | - Basic rubber gloves |
| - Basic eye protection | - Basic dust inhalation protection |
| - Basic rubber footwear | - Severe weather head wear |

Each Permanent Employee will receive one (1) each of the list above. However, the Employee will not receive any replacement of the list of items until they expire or are sufficiently worn. At the discretion of the Manager, these items may be replaced, or additional protective equipment issued. All items issued by the Town shall remain the property of the Town.

CRITERIA:

The Employee shall supply the following:

- | | |
|------------------------------------|---|
| - Basic hand wear | - All other safety items he/she desires |
| - Severe weather gloves | - Approved coveralls |
| - Severe weather safety toed boots | - Approved steel-toed boots |

The items purchased by the Employee, upon receipt of the item, shall be reimbursed by the Town up to three hundred dollars (\$300.00) annually. These items shall remain the property of the Employee.

MISUSE & DISCIPLINE:

The Employee shall be responsible to store, keep in good repair, and at the appropriate time wear any or all items of personal protective clothing. Should the Employee misplace or allow any personal protective piece of equipment to be damaged or destroyed, he/she shall be responsible to replace that item.

The Town will discipline any Employee who does not comply completely with this policy.

Signed this 1 day of May 2019.

Signed on behalf of: THE TOWN OF RAYMOND	Signed on behalf of: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 70
	

LETTER OF UNDERSTANDING #2: Union-Management Advisory Committee (UMAC)

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 70

(Herein referred to as "The Union")

- AND -

THE TOWN OF RAYMOND

(Herein referred to as "The Town")

RE: UNION-MANAGEMENT ADVISORY COMMITTEE (UMAC)

- (a) A Union-Management Advisory Committee (UMAC) shall be established within one (1) month of the signing of this Collective Agreement. The Local Union representative shall provide the names of up to three (3) Employees, and the Employer shall provide the names of up to three (3) appointed representatives to sit on the UMAC.
- (b) The functions of the UMAC are to examine and make recommendations regarding the concerns of Employees relative to matters regarding this Collective Agreement, also matters which are not covered in this Collective Agreement and including issues related to Health & Safety matters.
- (c) Such meetings will take place on a quarterly basis during each year of the term of this Collective Agreement.

Signed this 1 day of May 2019

Signed on behalf of: THE TOWN OF RAYMOND	Signed on behalf of: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 70
	