

# **COLLECTIVE AGREEMENT**



**THE TOWN OF THREE HILLS**

**AND**

***CUPE*** / *Canadian Union  
of Public Employees*

**Local 417**

**January 1, 2024 – December 31, 2026**



**Canadian Office & Professional Employees Local #491**



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## **ARTICLE 1 - PREAMBLE**

It is the intent of the parties to this Agreement to ensure that municipal services are provided efficiently and effectively.

It is the purpose of both parties to this Agreement:

1. To maintain and improve harmonious relations between the Town and its Employees and to provide management and Employees with a clear understanding of their respective rights and responsibilities; and
2. To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions and employment; and
3. To encourage efficiency in operations and set forth terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions; and
4. To promote the morale, well-being and security of Employees in the bargaining unit of the Town; and
5. To establish an orderly procedure for the settlement of grievances.

## **ARTICLE 2 - TERM OF AGREEMENT**

- 2.01 This Agreement shall be in force and effect from January 1, 2024 up to and including December 31, 2026 and from year to year thereafter unless notice of the desire to amend the Agreement is given in writing by either party to the other with not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiry of the Agreement. At the first meeting between the parties following notice, the parties shall give particulars of all amendments sought.
- 2.02 Changes in this Agreement may be made by mutual agreement between the parties during the term of this Agreement, provided that such changes are properly reduced to writing, ratified and executed by authorized representatives of the parties to this Agreement.
- 2.03 All wage related provisions shall be retroactive to the effective date of this Agreement unless specifically provided.
- 2.04 This Collective Agreement shall remain in full force and effect after the termination date during any negotiations that are taking place. This Agreement shall only expire when either the Union has issued a notice to strike to the Employer in accordance with the Labour Relations Code or the Employer has issued a notice of lockout to the Union in accordance with the provisions of the Labour Relations Code.

- 2.05 During the term of this Agreement, Employees in the bargaining unit will not engage in any illegal strike action, nor will the Employer lock-out bargaining unit Employees.

### **ARTICLE 3 - DEFINITIONS**

- 3.01 **Basic Rate of Pay** shall mean the Employee's hourly rate of pay based on their current pay step within their Classification as set out in Article 32 Wages and Classification.
- 3.02 **Call-out** is defined as being called back to work after their normal hours of work.
- 3.03 **CAO** shall mean Chief Administrative Officer for the Town of Three Hills or his/her designate.
- 3.04 **Day** shall mean a calendar day unless otherwise stated in this Agreement.
- 3.05 **Employee** shall mean a person assigned to a position falling within the scope of this Agreement.
- 3.06 **Employer** shall mean the Town of Three Hills.
- 3.07 **Full-Time Employee** shall mean an Employee who is normally required to work the full-time hours of work as specified in Article 14.
- 3.08 **Interpretations** in this Agreement unless otherwise required by the context, all words in the singular shall include the plural and all words in the plural shall include the singular and all words of masculine gender shall include the feminine and vice versa.
- 3.09 **Overtime** means work performed by an Employee prior to and/or after his regularly scheduled hours of work, as defined in Articles 15.01 and 15.02, with the prior approval of the Employer.
- 3.10 **Part-Time Employee** shall mean an Employee who is hired to work regularly scheduled shifts but who works less than the full-time hours of work as specified in Article 14.
- 3.11 **Permanent Employee** shall mean either a full-time or part-time Employee who is filling a permanent position and who has successfully completed the required probationary period.

- 3.12 **Seasonal Employee** shall mean an Employee occupying a seasonal position established by the Employer, and who is required to work on a temporary basis for no longer than six (6) months.
- 3.13 **Sick Leave** shall mean the period of time a permanent Employee who comes under the terms of this Agreement is absent from work with full pay due to a bona fide illness and/or injury that does not come under the provisions of the Workers' Compensation Act.
- 3.14 **Term Employee** shall mean an Employee who is filling an established temporary position for a pre-determined period of time or one who has been hired for a pre-determined task. The term of a Term Employee shall not exceed twelve (12) months without mutual agreement of the parties.
- 3.15 **Union** shall mean the Canadian Union of Public Employees, Local 417.
- 3.16 **Union Officer** shall mean a Union Steward or the Unit Chairperson.

#### **ARTICLE 4 - UNION RECOGNITION**

- 4.01 a) The Employer recognizes the Canadian Union of Public Employees, Local 417, as the sole and exclusive bargaining agent for Employees of the Town of Three Hills who are covered by the Labour Relations Board Certificate No. 364-2001.
- b) This Agreement shall apply to those classifications listed in Appendix "B", and to any new classification(s) added or created during the term of this Agreement which fall within the scope of the bargaining unit in accordance with Article 18.

#### 4.02 **Work of the Bargaining Unit**

Employees whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit except for purposes of instruction, in an emergency, or when bargaining unit Employees are not available to perform the work or provided that the act of performing the work does not reduce the regularly scheduled hours of work or regular earnings of any permanent Employee.

#### 4.03 **No Other Agreement**

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Agreement.

#### 4.04 **Persons hired on government temporary job creation programs or student**

training programs shall have a designated supervisor and shall be excluded from the Collective Agreement provided the term of the work does not exceed six (6) months.

- 4.05 a) The Collective Agreement shall apply to seasonal Employees except for the following articles:

- Article 9: Seniority
- Article 17: Standby and Routine Checks
- Article 21: Sick Leave
- Article 23: Leaves of Absence
- Article 24: Maternity/Parental/Adoption
- Article 25: Employee Benefits
- Article 28: Training and Staff Development
- Article 29: Layoffs and Recall
- Article 33: Performance Evaluation
- Article 34: Resignation

- b) The Collective Agreement shall apply to term Employees except for the following articles:

- Article 17: Standby and Routine Checks
- Article 23: Leaves of Absence
- Article 24: Maternity/Parental/Adoption
- Article 25: Employee Benefits

#### 4.06 Correspondence

Within ten (10) days of ratification of this Agreement, the Union shall designate a person or persons and all correspondence arising out of this Agreement or incidental to it, whether directed to or from the Union shall pass through the Union's designate. Notification of the Union's designate shall be in writing and include name(s), title, address, telephone number, and email address.

The Employer's designate to receive correspondence will be the CAO or the CAO's designate.

Where a change of designate or address occurs, the other party shall be notified in writing in a timely manner.

#### 4.07 Bulletin Board

The Employer shall provide a bulletin board at the Town Shop, the Landfill site office and the Town Office which shall be placed so that all Employees shall have access to it and upon which the Union shall have the right to post notices of meetings, workshops, conferences and conventions.

#### 4.08 Personnel Files

Employees shall, upon two (2) working days' notification to the CAO or designate, be permitted to review their personnel file.

#### 4.09 Union Orientation

The Employer shall:

- a) Acquaint new Employees with the fact that a Union agreement is in effect;
- b) Notify the Union of the date and place of the commencement of each new Employee;
- c) Give the Union the opportunity to meet for one (1) hour, during work hours, within the first thirty (30) calendar days of the new Employee being hired for the purpose of acquainting them with the benefits and duties of Union membership, and their responsibilities and obligations to the Employer and the Union. The Union will notify the Employer of the date and time of the meeting.

### **ARTICLE 5 - MANAGEMENT RIGHTS**

5.01 The Employer shall have the sole and exclusive right, except as otherwise specifically limited by the provisions of this Agreement, to determine all matters pertaining to the management of its Employees. Without restricting the generality of the foregoing, it is the exclusive right of the Employer to:

- a) Maintain order, discipline and efficiency;
- b) Organize and re-organize the work of Employees;
- c) Hire, appoint, discharge, promote, demote, classify, layoff, recall, suspend, or otherwise discipline Employees;
- d) Make, enforce and alter from time to time, rules and regulations to be observed by the Employees, provided such rules do not conflict with the terms of this Agreement;
- e) Direct the working force, set performance standards, determine the number of Employees needed in any position and determine whether or not a position and/or classification will be continued or be declared redundant.

## **ARTICLE 6 - DUES DEDUCTIONS**

- 6.01 The Employer is hereby authorized and agrees to deduct from the regular wages of all Employees such Union dues as may from time to time be set by the Union.
- 6.02 Such deductions shall be made bi-weekly and submitted monthly to the Secretary-Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the following month. The remittance shall be accompanied by a list of names of Employees from whom deductions were made, the amount of the deduction from each Employee and a total of gross regular wages for the month.
- 6.03 The yearly Union dues paid by an Employee shall be recorded on the T-4 slip issued by the Town.
- 6.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.

## **ARTICLE 7 - NO DISCRIMINATION**

- 7.01 The Employer shall provide a workplace free of discrimination and harassment against any employee on the basis of race, religious beliefs, gender, gender identity, gender expression, sexual orientation, color, mental disability, physical disability, except to the extent permitted by law as a bona fide occupation requirement, marital status, family status, source of income, age, ancestry or place of origin of that person. The Employer shall not discriminate against any of its employees on account of political beliefs nor by reason of their membership or activity in the Union.
- 7.02 Harassment, including personal, sexual or workplace, coming from unwelcome physical, verbal or non-verbal conduct that demeans, belittles or causes personal humiliation or embarrassment shall not be tolerated in the workplace.

## **ARTICLE 8 - UNION REPRESENTATION**

- 8.01 The Union will notify the Employer in writing of those Union officer(s) authorized to conduct business of the Union and enter into Agreements on its behalf.
- 8.02 Employees and their Union officer(s) shall have the right to have the assistance of the Local 417 Executive, CUPE National Representative, or designate, when negotiating with the Employer or when dealing with the

Employer with respect to the resolution of other issues arising from this Agreement, except where specifically limited in the Grievance Procedure.

**8.03 Union Officers and Committee Members**

- a) A Union officer shall be entitled to leave their work during work hours, without loss of regular wages in order to carry out their functions under this Agreement.
- b) Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

**8.04 Union Bargaining Committee**

- a) The Employer shall release without pay or benefits up to three (3) members of the bargaining unit for the purpose of negotiations.
- b) Time off shall be granted with pay, however, the Union shall reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.

**8.05 Leave of Absence for Union Events**

- a) Two (2) Employees per occasion may be released by the Employer to represent the Union at Conventions, Workshops, Seminars or Schools.
- b) Union leave of absence shall be requested by the Union at least ten (10) working days in advance of the required release.
- c) Where Union leave is approved by the Employer, time off shall be granted with pay. The Union shall reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.

**ARTICLE 9 - SENIORITY**

- 9.01 Seniority shall mean the length of continuous service with the Employer from the Employee's date of hire within the bargaining unit. Seniority shall be calculated on completion of the probation period, retroactive to the Employee's date of hire.
- 9.02 The Employer shall maintain a seniority list and an up-to-date seniority list of Employees within the bargaining unit shall be provided to the Union in January

of each year. The Employer will also supply a list of all bargaining unit employees' personal mailing addresses, personal emails, and phone numbers in January of each year.

- 9.03 Seniority shall not accumulate during periods of lay-off, leaves of absences without pay or while in receipt of Long Term Disability other than when the Employee is entitled to WCB benefits.
- 9.04 An Employee's continuous service shall be considered broken and seniority lost by reason of:
- a) Dismissal for just cause and/or reasonable grounds;
  - b) Voluntary resignation;
  - c) Continuous layoff due to lack of work for a period in excess of twelve (12) months;
  - d) An Employee, who fails to notify the Employer within seven (7) working days of receipt of notice by registered mail to report to work following layoff, stating whether or not he will return, shall be deemed to have terminated his employment.

## **ARTICLE 10 - JOB POSTINGS AND APPOINTMENTS**

- 10.01 When a new union position is created or when the Employer decides a union position that is vacant is required to be filled, the Employer shall post a notice on Employee bulletin boards for at least seven (7) consecutive working days. A copy of the posting shall be sent to the Union.
- 10.02 The posting shall contain the following information: the nature of the position, qualifications, required knowledge and education, experience, skills, hours of work and salary range.
- 10.03 In filling the position, the Employer shall give preference to the Employee with the greatest seniority provided the Employee possesses the qualifications, knowledge, education, experience and skills described in the posting. If there are no suitable applicants within the bargaining unit a new Employee may be hired.
- 10.04 For the purposes of this Agreement, a promotion shall mean when an Employee achieves a position in a higher paid classification, a demotion shall mean when an Employee moves to a position in a lower paid classification, a transfer shall mean when an Employee achieves a different position within the

same classification or pay range.

#### 10.05 Trial Period

When a permanent Employee is promoted either within the bargaining unit or to an out-of-scope position, transfers within their own department, or transfers to another department, the Employee shall be placed on a trial period for a maximum of three (3) months. At any point during the trial period, if the Employee does not satisfactorily perform the duties of the new classification or if the Employee does not wish to continue in the position, they shall be returned to their former position. Any other Employee affected by this reversion shall be returned to their former position.

10.06 When an Employee is promoted to a position outside of the bargaining unit, they shall be permitted to retain their seniority for a period of three (3) months from the date of the promotion.

10.07 The Employer, if requested by the Employee, will discuss with the unsuccessful applicant ways in which they can improve their qualifications for future postings.

### **ARTICLE 11 - TEMPORARY ASSIGNMENTS**

11.01 When an employee is temporarily assigned to a work classification either higher or lower than their current classification, they shall continue to retain the basic rate of pay for their current classification or the basic rate of pay of the job to which they are temporarily assigned, whichever is higher. Coordinator positions (Employees) who are on vacation or other absences for more than two (2) regular working days shall be replaced.

Bargaining Unit Employees who are assigned "on a temporary basis" to an out-of-scope position shall have their conditions of Employment outlined in a Letter of Understanding between the parties to insure the bargaining unit Employee's right to return to the bargaining unit and other compensation issues.

11.02 When an Employee temporarily performs the duties of a lower rated classification, the Employee shall maintain their current rate of pay.

### **ARTICLE 12 - PROBATION PERIOD**

12.01 A newly hired Employee shall serve a ninety (90) day probationary period.

12.02 Prior to the completion of the probation period, the Employer shall meet with

the Employee to discuss the various aspects of job performance.

- 12.03 Should the Employer determine that an extension of the probation period is required, such extension shall be communicated to the Employee in writing, at least five (5) days prior to the completion of their probation period. A Union Officer will be notified of this decision in writing.
- 12.04 The extension of a probation period shall not exceed an additional two (2) months.
- 12.05 The Union will be copied on all correspondence related to the extension of a probation period.
- 12.06 Employees terminated during the probationary period shall have the opportunity to meet with the Chief Administration Officer (CAO) in the presence of a Union representative of the Employee's choice.
- 12.07 A Term Employee who has successfully completed a probationary period and is awarded a permanent position in the same classification shall be considered to have served the probationary period of the permanent position.

### **ARTICLE 13 - PAYMENT OF WAGES**

- 13.01 All Employees shall be paid bi-weekly no later than every second Thursday in accordance with Article 32 - Wages and Classification.
- 13.02 Employees will have their wages directly deposited to a financial institution of their choice not later than midnight on the pay day.
- 13.03 On each pay day the Employee will receive an itemized statement of their pay, including hours worked, hourly rate, premiums, currently available vacation, banked overtime, and deductions.

### **ARTICLE 14 - HOURS OF WORK**

#### **14.01 Inside Workers**

- a) The regular hours of work for full-time Employees shall be seven and one half (7.5) hours per day, Monday to Friday thirty-seven and one half (37.5) hours per week.
- b) The regular hours of work for part-time Employees shall be up to thirty-seven and one half (37.5) hours per week Monday to Friday, averaged

over one pay period.

- c) Employees shall be entitled to a fifteen (15) minute paid rest period during each half (½) shift.
- d) Employees who are scheduled to work five (5) hours or more shall receive a one (1) hour unpaid lunch break.

#### 14.02 Outside Workers

- a) The regular hours of work for full-time Employees shall be eight (8) hours per day, Monday to Friday, forty (40) hours per week.
- b) The regular hours of work for part-time Employees shall be up to forty (40) hours per week averaged over one pay period.
- c) Employees shall be entitled to a fifteen (15) minute paid rest period during each ½ shift.
- d) Employees who are scheduled to work five (5) hours or more shall receive a one (1) hour unpaid lunch break, except where an Employee is required by the Employer to remain on duty at the work site, in which case they shall receive a thirty (30) minute paid lunch break.
- e) Employees shall have a minimum of two (2) consecutive days off in a seven (7) day period.

14.03 Employees who work four (4) hours or more on Overtime shall receive thirty (30) minute paid lunch break and shall receive a paid fifteen minute rest break every 2 hours of overtime.

14.04 An Employee shall be entitled to no less than twelve (12) hours off between regularly scheduled shifts. If an Employee is required to return to work outside their regularly scheduled shift for three (3) hours or more, the Employee shall be entitled to the next regularly scheduled shift off without loss of regular earnings where fewer than eight (8) hours have elapsed between completing the additional hours of work and the start of the next regularly scheduled shift. If the Employee is required to return to work the next day, the Employee shall be paid overtime (as per Article 15) for all hours worked.

14.05 No Employee shall exchange, substitute or change shifts or any part thereof with another Employee without the prior approval of the Employee's Supervisor, in writing and proper form filled out transferring responsibility to the Employee accepting the shift. An Employee is not eligible for overtime as a result of a substitution.

14.06 When an Employee works a regularly scheduled shift that includes hours between the hours of 5:00pm and 8:00am, the Employee shall be paid a shift differential of one dollar and fifty cents (\$1.50) per hour for all hours worked between 5:00pm and 8:00am.

14.07 Changes to regular hours of work for all Employees shall be posted seven (7) days in advance. Changes to the regular hours of work of an Employee may be made with less than seven (7) days' notice by mutual agreement between the Employee and the Employer. Where the Employer changes the regular hours of work of an Employee with less than seven (7) days' notice and there is no mutual agreement to do so, the Employer is required to pay the Employee overtime for all hours of the first shift so changed. Where the shift is changed by mutual agreement, if the total number of hours the Employee is required to work makes the Employee eligible for overtime in accordance with Article 15.01 and 15.02, the overtime rate will apply to all such eligible hours.

14.08 Hours of Work – Parks and Recreation Employees

The normal work week shall consist of forty (40) hours per week. Over winter season (August to May), the normal workday shall consist of eight (8) hours worked between the hours of 8:00am and 1:00am with paid lunch on-the-fly.

Over the winter season, Employees shall work a schedule of rotating shifts Sunday to Saturday inclusive.

Over the summer season (May to August) the work week shall be pursuant to 14.02 with the following exceptions:

For the arena startup and shutdown during the spring (April or May) and late summer (August or September), for one (1) week, Article 14.02 (e) will not apply to Parks and Recreation Employees. Parks and Recreation Employees will be entitled to two (2) days off during these times; however, the Employer will endeavour to make these days off consecutive where possible.

**ARTICLE 15 - OVERTIME**

15.01 Inside Workers

Any hours authorized in advance by the Employer and worked by an Employee prior to and/or after their regular scheduled seven and one half (7.5) hours in any one day, thirty-seven and one half (37.5) hours in a week, on a Saturday, Sunday or on a statutory holiday shall be paid at the overtime rate of pay.

## 15.02 Outside Workers

- a) Any hours authorized in advance by the Employer and worked by an Employee prior to and/or after their regular scheduled eight (8) hours in any one day, forty (40) hours in a week, on a Saturday, Sunday or on a statutory holiday shall be paid at the overtime rate of pay.
- b) Waste management Employees may be required to work a regular Saturday shift at the regular rate of pay. Any work performed on Sunday or their regular scheduled day off or on a statutory holiday will be paid at the overtime rate of pay.
- c) Notwithstanding Articles 14.02, 15.02 (a) (b) and 17.03, Utility Workers and Facility Attendants will, as scheduled by the Employer, work Saturdays and Sundays with payment at their regular rate of pay for up to eight (8) hours per day, with any additional hours to be paid at the applicable overtime rate.
- d) The Utility Worker designated to work Saturday and Sunday will be given the following Thursday and Friday off work as regular days off.

15.03 Overtime shall be calculated at time and one-half (1½ X) the Employee's rate of pay for the first four (4) hours of overtime on a given day and double time (2 X) thereafter.

15.04 No Employee shall be required to take time off in lieu of being paid overtime. However, an Employee may bank time off in lieu of being paid overtime, at the applicable overtime rates subject to the following:

- a) Such time off shall be granted based on the overtime rate when banked times the actual hours worked. The total number of overtime hours banked is not to exceed forty (40) hours (i.e. sixty (60) straight time hours) in any calendar year. Any overtime accumulated prior to December 1 of any year must be scheduled prior to December 1 and taken prior to December 31 of that year, or shall be paid out. Time banked during December 1<sup>st</sup> and December 31<sup>st</sup> of that year does not have to be paid out at year end. Employees may take banked time during the course of the year and bank additional hours as long as the number of hours banked does not exceed forty (40) (i.e. sixty (60) straight time hours).
- b) The time shall be taken at a later date mutually agreeable to the Employer and the Employee, and;
- c) An Employee may request banked overtime to be paid out at any time

during the year by giving the Employer one (1) pay period notice prior to the date of the pay out.

#### **ARTICLE 16 - CALL-OUT**

16.01 A full-time Employee who is called out (not including persons on standby) and required to work outside of their assigned working hours shall be paid at overtime rates with a minimum guarantee of two (2) hours. Subsequent call-outs within the two (2) hour period shall for the purposes of calculation be considered as one (1) call-out

16.02 A part-time Employee who does not qualify for overtime and is called out (not including persons on standby) shall be paid at their basic rate of pay with a minimum guarantee of two (2) hours. Subsequent call-outs within the two (2) hour period shall for the purposes of calculation be considered as one (1) call-out.

16.03 A part-time Employee who does qualify for overtime and is called out (not including persons on standby) shall be paid the overtime rate of pay with a minimum guarantee of two (2) hours. Subsequent call-outs within the two (2) hour period shall for the purpose of calculation be considered as one (1) call-out.

#### **ARTICLE 17 - STANDBY AND ROUTINE CHECKS**

17.01 An Employee may be required to be on stand-by duty. An Employee on stand-by duty shall be required to carry an on-call telephone issued by the Employer and shall respond to any and all telephone calls as appropriate as part of stand-by duty.

17.02 An Employee required to be on stand-by during a weekday, Monday to Friday, shall be compensated at the rate of twenty-five dollars (\$25.00) per day. Should the Employee be required to work during stand-by, the Employee will be compensated at overtime rates with a minimum of one (1) hour for each call-out. Subsequent call-outs within the one (1) hour period shall for the purposes of calculation be considered as one call-out.

17.03 An Employee required to be on stand-by during the weekend, Saturday to Sunday or on statutory holidays, shall be compensated at the rate of fifty dollars (\$50.00) per day. Any on-site work required during stand-by will be compensated at overtime rates with a minimum of one (1) hour for each call-out. Subsequent call-outs within the one (1) hour period shall for the purposes of calculation be considered as one call-out.

- 17.04 An Employee required to complete routine checks during the weekend and statutory holidays shall be compensated at the minimum of three (3) hours per day at overtime rate or the actual time worked, whichever is greater.
- 17.05 An Employee who is required to be on stand-by must report to the workplace and ready to work within an hour of being called.
- 17.06 An Employee who is required to be on stand-by must be able to respond to the workplace and not be under the influence of alcohol, illicit drugs, cannabis, or prescription or over the counter drugs that may affect the performance of their duties.

## **ARTICLE 18 - JOB CLASSIFICATION AND RE-CLASSIFICATION**

18.01 The establishment and maintenance of an employment classification plan covering Employees within the scope of this Agreement shall be the responsibility of the Employer.

### **18.02 New Classifications**

When a new employment classification or a new position which falls within the scope of the bargaining unit is established during the term of this Agreement the Employer shall establish a rate of pay and provide notification to the Union, and in the event of the creation of a new position, a job description shall be provided to the Union. If the Union fails to object, in writing, within thirty (30) calendar days of the date of the Employer's declared rate of pay, it shall be considered as established. If the Union objects and, by negotiation, succeeds in revising the rate of pay, it shall apply retroactively to the date the new employment classification and/or new position was implemented. The agreed rate of pay and employment classification will be recorded in a letter of understanding and attached to the Collective Agreement.

18.03 If the parties are unable to agree on the rate of pay for the employment classification and/or new position in question the dispute shall first be submitted to mediation in accordance with Article 31.15. If no settlement can be achieved at this step then the dispute may be submitted to arbitration.

18.04 If the Employer and the Union cannot agree on whether or not a new employment classification and /or new position is within the scope of the Collective Agreement the matter shall be referred to the Labour Relations Board for a determination.

18.05 A copy of the current job description for each employment classification in the

bargaining unit shall be supplied to the Union and a copy of the applicable job description to all existing Employees within thirty (30) days of the signing of this Agreement. All new Employees shall be provided a copy of the applicable job descriptions when they are hired.

**18.06 Re-classification**

- a) Where the Employer has significantly enhanced or increased the duties of a job description an Employee may file a written request for a review of their job description, classification and/or pay rate, with a copy to the Union. The Employer shall meet with the Employee and a Union officer to review the matter.
- b) The Employer's review will be communicated to the Employee and the Union in writing and may or may not result in a revised job description, a re-classification and/or a revised rate of pay in accordance with Article 18.02.
- c) Where a review results in a re-classification for the Employee performing the duties, the position is not required to be posted.

**ARTICLE 19 - ANNUAL VACATION**

19.01 All Permanent Employees shall receive vacation with pay as follows:

Two (2) weeks	After one (1) year of service
Three (3) weeks	After two (2) years of service
Four (4) weeks	After seven (7) years of service
Five (5) weeks	After fourteen (14) years of service
Six (6) weeks	After twenty-one (21) years of service

19.02 Vacation for permanent part-time Employees and term Employees with a term of more than six (6) months shall be either earned on a bi-weekly basis, which is to be pro-rated based on the Employee's bi-weekly hours of work, or paid on each pay cheque on the basis of four percent (4%) of total earnings for the first two years, then six percent (6%) of total earning after two years of service and beyond. The terms of the vacation will be clarified in the Offer of Employment and must remain in force for the entire term of employment.

19.03 Seasonal and Term (less than six (6) months) Employees shall be paid vacation on each pay cheque on the basis of four percent (4%) of total earnings for the first two years, then six percent (6%) of total earnings after two years of service and beyond.

19.04 Vacation entitlement as per 19.01 and 19.02 shall be calculated and accrue from the Employee's date of hire. Vacation entitlement will cease to accrue during periods while an Employee is:

- a) on lay-off;
- b) while in receipt of short term or long term disability;
- c) on leave of absence;
- d) on a job protected leave in accordance with the *Employment Standards Code*;
- e) in receipt of compensation from the Worker's Compensation Board.

19.05 A Permanent Employee shall be entitled to take up to ten (10) working days of vacation at one time between June 15 to August 31. Employees shall be able to take their full vacation by mutual agreement between the Employer and the Employee at other times during the calendar year.

- a) Between June 15 to August 31 an Employee is able to split the ten (10) scheduled working days once. For example, an Employee may take five (5) scheduled working days in July and then an additional five (5) scheduled working days in August to a maximum of ten (10) scheduled working days.
- b) Employees who are currently working shift work for the town are able to split the ten (10) working days once. For example, an Employee who works Monday through to Sunday are able to book vacation for these days using seven (7) scheduled working days of their ten (10) scheduled working days. The Employee would then have three (3) scheduled working days to use elsewhere during the summer months.

19.06 A vacation year shall be defined as June 1<sup>st</sup> to May 31<sup>st</sup>.

19.07 Permanent Employees may be able to take a vacation in excess of ten (10) working days between June 15 to August 31 by mutual agreement between the Employer and the Employee. Application must be made to the Employer, in writing, prior to April 1<sup>st</sup> of that calendar year. Applications will be considered in order of seniority.

19.08 Employees shall apply for the period(s) of vacation they wish to take for that year by completing a report of absence form by April 1<sup>st</sup>.

- a) Vacation leave will be considered by seniority for the Employee's first choice, up to ten (10) working days, then on a rotational basis through the seniority list for the second and subsequent

choices.

- b) Employees who do not submit written vacation requests by April 1<sup>st</sup> will not be considered by seniority, and will have to arrange time when it does not interfere with posted vacation times and operation requirements.
- c) By April 30<sup>th</sup>, the finalized approvals of requested vacations will be confirmed with the Employees in writing, and neither the Employer nor the Employee shall alter the vacation schedule, unless there is mutual agreement in writing between the Employer and Employee.

19.09 If a statutory holiday falls or is observed during an Employee's vacation period, the Employee shall be granted an additional vacation day with pay to be taken at a later time.

19.10 Where an Employee provides proper documentation for being hospitalized or qualifies for bereavement leave during their vacation there shall be no deduction from vacation credits for the period of hospitalization or bereavement leave. The period of vacation so displaced shall either be added to the Employee's vacation or reinstated for use at a later date, by mutual agreement.

19.11 Vacation time, except for carry over in accordance with article 19.12 shall normally be taken during the anniversary year after it was earned. Vacation time must be taken and will not be paid out.

19.12 An Employee shall be permitted at the approval of the CAO and/or Director, to carry over a maximum of five (5) days of vacation entitlement from one year to the next with written request to the CAO and/or Director. Carryover vacation time shall be taken at a time mutually agreed by the CAO and/or Director and the Employee. Where no mutual agreement can be reached the CAO and/or Director reserves the right to schedule vacation for an Employee upon the provision of two (2) weeks written notice.

19.13 Vacation may be taken in a minimum of half-day increments by mutual agreement between the Employer and Employee.

19.14 Effective January 1, 2021 all new employees hired will have their vacation accrued based on calendar year and are entitled to use their vacation as it is earned and approved by the CAO and/or Director. Clauses 19.05 and 19.08 will continue to be applicable to all employees.

19.15 Where the Employer is recruiting to specific positions and/or classifications it

may recognize equivalent service with another employer in establishing vacation accrual in accordance with the current vacation schedule.

## **ARTICLE 20 - STATUTORY HOLIDAYS**

20.01 All full-time Employees shall be entitled to statutory holidays with pay in accordance with Article 20.07 as follows:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Heritage Day	Labour Day
National Day of Truth and Reconciliation	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	Christmas Float

and any additional days proclaimed by the Town or proclaimed by the provincial and/or federal government.

20.02 Seasonal and Permanent Part-time Employees shall be paid the average daily wage calculated as 5% of the Employee's wages, general holiday pay and vacation pay in the four (4) weeks immediately preceding the general holiday. For Employees who have worked less than four (4) weeks, the average is calculated by dividing the Employee's regular wages by the number of regular days worked during the time the Employee has been employed.

20.03 When a statutory holiday(s) falls on a Saturday and/or Sunday (and the Employee is not scheduled to work on the Saturday or Sunday), the next scheduled workday(s) shall be deemed the day(s) in lieu for the general holiday(s) for the Employee.

20.04 The Christmas Float holiday will be the last working day before Christmas when Christmas falls on a Tuesday, Thursday, Friday or Saturday. When Christmas falls on a Monday, Wednesday, or Sunday, the Christmas Float holiday will be the day after Boxing Day.

20.05 An Employee who is assigned and who works on a statutory holiday shall be paid at the applicable overtime rate for all hours worked on the holiday. The Employee shall be entitled to a day off with pay in lieu, or the statutory holiday pay for that day.

20.06 An Employee shall not be eligible for statutory holiday pay when:

- a) the Employee has not worked on the statutory holiday if required and

scheduled to do so;

- b) the Employee is on Workers' Compensation or on sick leave provided that the time is paid by WCB or sick leave benefit;
- c) the Employee is on an unpaid leave of absence;
- d) the Employee is absent on their scheduled working day immediately preceding or immediately following the statutory holiday, without approval of the Employer.

## **ARTICLE 21 - SICK LEAVE**

21.01 Permanent Employees and Term Employees shall accrue sick leave on the basis of one (1) day for every month of work by the Employee, to a maximum of forty-eight (48) work days.

21.02 Sick leave accrual for part-time Employees shall be pro-rated.

21.03 An Employee shall be entitled to use any and/or all of their sick leave accrual to care for the needs of a spouse, child or parent who is ill.

21.04 Sick leave credits shall not accumulate during periods of lay-off, leaves of absence, or during periods of Short Term Disability, Long Term Disability, or injury for which an Employee is entitled to benefits under the Workers' Compensation Act.

21.05 Sick leave credits shall be maintained from year to year and remain to the Employees credit during period of lay-off, leaves of absence, when the Employee is entitled to benefits under weekly indemnity, Long Term Disability or during periods for which an Employee is entitled to Workers' Compensation.

21.06 a) Sick pay shall be at the Employee's regular rate of pay and all days shall be deducted from the Employee's sick leave credit accumulation. If the Employee is absent for less than one full day the deduction shall be for the number of hours the Employee is absent.

- b) An Employee may use their sick leave credits in order to attend medical appointments. The Employee's request for such leave is subject to prior approval by the Employee's immediate supervisor. Deductions from the sick leave credits shall be based on the accrued time away from work.

21.07 Employees who are unable to report for work due to illness or injury shall notify their Immediate Supervisor before the scheduled start of their shift. The

Employee may contact their immediate supervisor by means of text, email or phone. Failure by an Employee to comply with the requirements of the foregoing may result in the Employee losing entitlement to pay for the absence. The Employee's supervisor shall also be contacted on each additional day of absence. If an Employee is absent for more than three (3) consecutive days due to illness or injury, a Physician's statement may be required, at the Employer's discretion, verifying the illness or injury. Such verification may be requested for other sick leave absences and may be required as a condition to receive sick leave benefits.

21.08 An Employee off work due to injury or illness shall only return to work upon satisfactory proof in the form of a medical physician's statement that the Employee is capable of performing the duties and responsibilities of their position. Should the Employee be unable to fulfill the full duties of their position, the Employer shall exercise its duty to accommodate to the point of undue hardship. The cost of the medical physician's statement will be paid by the Employer.

21.09 Employees who retire and/or resign shall receive from the Town of Three Hills a pay-out of their accumulated sick bank based on the following:

a) After twenty (20) years of service – fifty (50%) percent pay-out of accumulated sick days.

21.10 An Employee automatically reverts to weekly indemnity benefits as determined by the carrier's policy and will not be entitled to use sick credits when entitled to weekly indemnity benefits.

21.11 The Employer may require that an Employee be examined by an independent medical practitioner where:

- a) there has been a long frequent absence from work due to illness,
- b) there is apparent misuse of sick leave, or
- c) there is concern about the Employee's ability to satisfactorily perform his required duties, due to disability or illness.

The Employer will pay for such examination(s).

## **ARTICLE 22 - WORKERS' COMPENSATION**

22.01 If an Employee sustains an injury in the course of his duties with the Employer which cause him to be absent from work and as a result is eligible to receive Workers' Compensation, he shall be paid his regular wages during the period he is required to remain off work up to ninety (90) consecutive work days. During the compensable period the Employer shall sign over to the Employer

all monies received from Workers' Compensation.

22.02 The eligibility period specified in 22.01 shall not apply in the event of a reoccurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Employee has been back to work for ninety (90) days or more.

22.03 Where the Employer has reason to believe an Employee is not capable of returning to their former position, the Employer may request a medical certificate from the Employee's or the Workers' Compensation Doctor to verify the Employee is fit to return to work. Information provided to the Employer will only be that which is directly related to the injury or illness covered by Workers' Compensation and only to the extent of whether or not the Employee is capable of performing the work required. The cost of such medicals will be borne by the Employer.

22.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting provisions of the Agreement.

### **ARTICLE 23 - LEAVE OF ABSENCE**

23.01 A leave of absence may be approved by the Employer for an Employee to be absent from work without pay for a definite period of time.

23.02 All requests for leave shall be made in writing to the Employer at least ten (10) working days in advance of the leave commencing, except in situations of an unforeseen or emergency nature, in which case the Employee's request shall be made as soon as they become aware of the situation which prompted the request for the leave.

23.03 When an Employee is granted a leave of absence without pay in excess of thirty (30) days or is in receipt of Long Term Disability, the Employee shall have the option of continuing their Health Benefit coverage provided the Employee pays the Employer and Employee share of the benefit premiums in advance.

23.04 An Employee on leave of absence, without pay in excess of thirty (30) days or is in receipt of Long Term Disability shall not accrue seniority, sick leave or vacation entitlement, however all entitlements accumulated will remain intact.

23.05 An Employee shall be granted one (1) day with pay to attend to the birth or adoption of their child.

### 23.06 Bereavement

In the event of death in the family, a permanent Employee so bereaved shall be allowed time off from work without loss of pay according to the following guidelines:

- a) Permanent Employees shall be provided bereavement leave up to a maximum of five (5) days with pay upon the death of a spouse, child, sibling, grandparent, grandchild, parent or spouse's parent.
- b) Three (3) days of bereavement leave with pay shall be provided upon the death of a grandparents of the spouse, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
- c) If the Employee is required to travel in excess of three hundred (300) kilometers one way, the Employee may apply for traveling time up to a maximum of two (2) additional paid days. Such time shall be granted at the discretion of the CAO but shall not be unreasonably denied.
- d) Spouse is defined as current spouse, including common-law spouse and same gender partner.
- e) When an Employee qualifies for bereavement leave, as described in Article 23.06, during their annual vacation, there shall be no deduction from the Employee's vacation credits for such period. At the Employee's option, such bereavement leave may either be added to the annual vacation period or the vacation time may be reinstated for use at a later date.
- f) The Employer is required to know the relation of the deceased person to the Employee in order to determine the appropriate time off to be granted. Employees are required to provide the Employer with reasonable evidence that they are entitled to the bereavement leave. Acceptable proof may include, but is not limited to: a copy of an obituary, funeral brochure, memorial card, or death certificate.

23.07 An Employee shall be entitled to one (1) working day without loss of pay and benefits to attend the funeral of an aunt, uncle, niece or nephew.

23.08 An Employee may request to use vacation, leave of absence without pay or any other entitlement as agreed by the Employer in addition to the leave as described in Articles 23.07 and 23.08.

### 23.09 Jury or Witness Duty Leave

An Employee shall be granted a leave of absence without loss of benefits to serve as a juror or witness in court. The Employer shall pay the Employee the difference between their normal earnings and the payment the Employee receives for jury or witness service, excluding payment for travel, meals or other expenses. The Employee will present proof of service and the amount of pay received.

23.10 Time spent by an Employee required to serve as a court witness in any matter arising out of their employment with the Employer shall be considered as time worked at their appropriate rate of pay.

### 23.11 Job Protected Leave

An Employee shall be eligible for all leaves of absence provided under the *Employment Standards Code* not otherwise referenced in this agreement. The Employee will accumulate seniority while on a job protected leave. Further, where such leave is for a period in excess of thirty (30) days, the Employee may choose to continue their benefit and pension coverage by prepaying both the Employee and Employer share of the benefit premiums. On return from leave, Employees will be placed in their former position.

### 23.12 Paid Time Off (PTO) Days

Permanent Employees who have successfully completed the probationary period shall be entitled to a one (1) PTO day with pay, equal to their normal work shift, once per calendar year to be taken at any time during the year, subject to operational requirements; this leave shall not be unreasonably withheld. This leave shall be taken in a minimum of half-day increments and may not be carried over to a subsequent year.

## **ARTICLE 24 - MATERNITY/PARENTAL/ADOPTION LEAVE**

24.01 Maternity/Parental/Adoption leave shall be granted in accordance with the Employment Standards Code of Alberta.

24.02 An Employee who is on Maternity/Parental/Adoption leave shall accrue seniority.

## **ARTICLE 25 - EMPLOYEE BENEFITS**

25.01 All permanent Employees who work thirty (30) hours or more per week on a regular basis shall be covered for health benefits as follows:

1. The Employer shall pay one hundred percent (100%) of the premiums of the following benefits:

- Extended Health and Dental
- Group Life Insurance and Accidental Death and Dismemberment
- Direct Bill Prescription Card for Drug Purchases

2. The Employee shall pay one hundred percent (100%) of the premiums of the following:

- Weekly Income Benefits
- Long Term Disability

3. Dependent Life and Optional Life Insurance

The Employee shall pay one hundred percent (100%) of the premiums.

25.02 Participation in the health benefits shall be compulsory for all new Employees unless they provide proof of similar or superior coverage elsewhere.

25.03 Local Authorities Pension Plan

Following three (3) months of service, all permanent Employees who work twenty-five (25) hours per week or more shall participate in the Local Authorities Pension Plan, with contributions by the Employee and the Employer as determined by the Plan.

25.04 The Parties agree that the coverage described in Article 25 shall not fall below the current levels if the Employer changes to a different benefit carrier or re-negotiates with the current benefit carrier.

25.05 A Term Employee who works in excess of three (3) months but not greater than twelve (12) months shall be entitled to a monthly allowance fifty dollars (\$50.00) per month towards health related expenses. Employees who work less than full time hours shall receive it on a prorated basis to the hours worked.

**ARTICLE 26 - HEALTH AND SAFETY**

26.01 A Health and Safety Committee shall be established as per Town policy. One (1) bargaining unit Employee on the Health and Safety Committee shall be designated to represent the Union.

26.02 The Minutes of the meetings shall be posted on the Union bulletin boards.

## **ARTICLE 27 - PROTECTIVE CLOTHING**

- 27.01 All permanent outside Employees shall be provided with a clothing and safety footwear (CSA approved) allowance of nine hundred and fifty (\$950.00) dollars per year for: high visibility work clothing, coveralls, insulated coveralls, winter wear, gloves, wet gear and safety footwear. For new Employees, this amount shall be prorated for the first year based on the start date. This amount shall also be pro-rated if a permanent Employee is on a leave of absence, short-term disability, or long-term disability for greater than thirty (30) days.
- 27.02 All Term and Seasonal outside Employees shall be provided with a clothing and safety footwear (CSA approved) allowance of four hundred and fifty (\$450.00) on a prorated basis based on the term of employment for: high visibility work clothing, coveralls, insulated coveralls, winter wear, gloves, wet gear, and safety footwear.
- 27.03 All permanent and term, and seasonal outside Employees shall have access to the clothing allowance and safety footwear allowance upon successful completion of the probation period.
- 27.04 To be eligible for the allowance the Employee must provide receipts as proof of purchase of the clothing and/or safety footwear and must complete the "New purchase/Replacement" claim form.
- 27.05 All clothing shall conform to the Employers standards, a copy of which is available from human resources.

## **ARTICLE 28 - TRAINING AND STAFF DEVELOPMENT**

- 28.01 Where the Employer determines that a program of training or staff development is required for Employees, or where the Employer approves an Employee's application for training or staff development, funds will be dispersed in accordance with existing staff development policies to the extent of the budget available. The Employer shall respond, in writing, to all employees request for training. If the written response is negative, the reasons shall be outlined in the response.
- 28.02 General training for new Employees and for job requirements shall be offered to Employees who require the training.
- 28.03 Where there is a need to train Employees for advancement or promotion to a higher classification, senior Employees will have the first opportunity to

successfully complete the training.

28.04 Where a permanent Employee is scheduled to complete mandatory training, or participate in work related seminars, as required by the Employer on a scheduled day off or outside the Employee's normal hours of work, the Employee will receive their basic rate of pay for all hours in attendance at these sessions.

28.05 Employees taking training or attending seminars approved by the Employer out of town will be paid the Employee's regular daily rate of pay for a maximum of eight (8) hours per day in attendance at these sessions plus expenses for meals, accommodations and travel costs. Employees required to travel prior to or after these training shall be compensated at their regular rate of pay.

#### **ARTICLE 29 - LAYOFFS AND RECALL**

29.01 Layoff is defined as a reduction in the workforce or a reduction in regular hours of work.

29.02 Permanent Employees who are laid off shall receive thirty (30) days' notice or pay in lieu of notice except in cases of temporary lay-off as defined by the Employment Standards Code.

29.03 Layoffs shall occur in reverse order of seniority within the bargaining unit, that is, the least senior Employee shall be the first Employee laid off within the bargaining unit, provided that the remaining Employees have the required knowledge, abilities and skills to perform the remaining work. In the event of a layoff the Employer will have the final decision as to which Employees have the required knowledge, abilities and skills to perform the remaining work.

29.04 Employees shall be recalled in the order of their seniority providing they have the required knowledge, abilities and skills to perform the remaining work.

29.05 An Employee who does not return from layoff as required, or has been laid off for a period of twelve (12) months, shall no longer be considered an Employee.

#### **ARTICLE 30 - DISCIPLINE AND DISMISSAL**

30.01 All discipline shall be issued in a timely manner. Depending on the nature and circumstances of an incident, discipline will normally be progressive and bear a reasonable relationship to the violation.

30.02 When an employee is to be disciplined or dismissed by the Employer or attend

any investigation which may lead to discipline or dismissal, the Employee shall be advised that they have the right to have a Union Representative. Employees may refuse steward participation with a declaration in writing that will be shared between the Union and the Employer.

- 30.03 An Employee shall be given written particulars of a written warning, suspension or discharge. No letter of discipline may be placed on an Employee's personnel file without the Employee's knowledge.
- 30.04 Copies of all written warnings, notices of suspensions or discharge shall be provided to the Union, provided that the Employee has applied their signature indicating that the document has been read.
- 30.05 Upon date of ratification and upon expiration of two (2) years from the date of a letter of discipline, the letter shall be removed from the Employee's personnel file, provided there have been no further similar infractions.
- 30.06 No Employee shall be disciplined or dismissed without just cause and/or reasonable grounds. Certain infractions and serious incidents may warrant foregoing progressive discipline. In such cases, the Employee could face immediate suspension or termination with no preliminary warnings being issued.
- 30.07 An Employee who is absent from work in excess of five (5) working days without sufficient cause is subject to dismissal unless such notice was not reasonably possible.

### **ARTICLE 31 - GRIEVANCE PROCEDURE**

- 31.01 A Grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.
- 31.02 An Employee may have the assistance of a Union Officer at any time during the Grievance and Arbitration Procedure. The CUPE National Representative may assist an Employee commencing at Step 2.
- 31.03 For the purpose of this Article, the time limits shall be working days Monday to Friday, exclusive of Statutory Holidays.
- 31.04 By mutual agreement in writing between the parties, the time limits specified in this Article may be extended at any Step.
- 31.05 Should the Employee or the Union fail to comply with any of the time limits specified in this Article, the Grievance will be considered to be abandoned.

- 31.06 Should the Employer fail to comply with any time limits specified in this Article, the Grievance shall automatically move to the next Step on the day following the expiry of the particular time limit.
- 31.07 During any and all Grievance proceedings the Employee shall continue to perform his duties, except in cases of suspension or dismissal.
- 31.08 Suspension or dismissal Grievances, Grievances involving more than one Employee, and policy Grievances shall commence at Step 2.
- 31.09 In the absence of the Employee's immediate supervisor, the Grievance shall commence at Step 2.
- 31.10 Grievance Steps

Step 1

An Employee, with or without the assistance of a Union Officer shall first seek to settle the dispute in discussion with their Immediate Supervisor within seven (7) days from the date of the incident giving rise to the Grievance, or from the time the Employee first became aware of or reasonably should have become aware of such incident.

Step 2

If the Immediate Supervisor is unable to resolve the grievance to the satisfaction of the Employee, or if the grievance is to commence at Step 2, within seven (7) days of the discussion with the Supervisor or the incident leading the grievance, respectively, the grievance shall be submitted in writing, identifying the incident, the provisions of the Agreement allegedly violated, and the remedy requested to the Chief Administrative Officer (CAO) within ten (10) days.

The CAO shall hold a hearing within ten (10) days of receiving the Grievance. The hearing shall include the grievor, a Union Officer, and may include the CUPE National Representative. The CAO will provide a written decision on the Grievance within ten (10) days of the hearing.

Step 3

Failing satisfactory settlement at Step 2, the grievance may be referred to Arbitration pursuant to the Alberta Labour Relations Code (single arbitrator) within twenty (20) days of receipt of the Step 2 decision.

31.11 A Grievance may, upon agreement of both parties be submitted to Mediation. However, if Mediation is not agreed to by both parties, or if mediation fails to settle the dispute the grievance shall proceed to arbitration. Should the dispute proceed to Mediation, the parties shall share equally the costs of the Mediator.

31.12 The Arbitrator shall hear and determine the difference and shall issue an Award in writing. The decision of the Arbitrator is final and binding upon the parties and upon any Employee affected by it.

31.13 The Employer and the Union shall each bear 50% of the total cost of the Arbitrator.

31.14 The Arbitrator shall not have the power to alter or amend any provision of this Agreement or to substitute any provision or to give any decision inconsistent with the terms of this Agreement.

31.15 Where the Arbitrator determines that an Employee has been suspended or dismissed unjustly the Employer may be directed to reinstate the Employee and pay to the Employee a sum equal to lost wages or such lesser sum as in the opinion of the Arbitrator is fair and reasonable. The Arbitrator may also make such other directives varying the penalty as it considers fair and reasonable.

## **ARTICLE 32 - WAGES AND CLASSIFICATIONS**

32.01 Wages as listed in Appendix "A" shall form part of this Collective Agreement.

## **ARTICLE 33 - PERFORMANCE EVALUATION**

33.01 The policy for Performance Evaluation developed and implemented under the terms of the Employer's Personnel Procedure shall apply to all permanent Employees coming under the scope of this Agreement.

33.02 Employees shall have the right to grieve their performance evaluation up to and including Step 2 of the Grievance Procedure.

33.03 When, in the opinion of management, there arises a change in the Employee's quality of work, work habits, interpersonal relations, and adaptability to job conditions, an unscheduled performance evaluation may be completed, at the discretion of the Employer, in the same manner as a regular annual report.

33.04 An Employee's evaluation shall not be released by the Employer to any person without the written consent of the Employee, except as required by law.

33.05 The parties agree that an Employee shall be entitled to receive back pay to the Employee's anniversary date, if the Employer fails to complete the Performance Evaluation within ninety (90) days.

#### **ARTICLE 34 - RESIGNATION**

34.01 Employees leaving the employment of the Town of Three Hills, as a courtesy should make every effort to inform the Employer two (2) weeks prior, in writing, to the effective date. If such notice is not possible the Employee should give as much advance notice to the Employer as possible.

34.02 The Employer may request that an Employee leaving the employment of the Town of Three Hills to attend an exit interview. Any matters discussed at such interview will be confidential and will not be discussed with, or released to, any other person or any other Employer.

#### **ARTICLE 35 - LABOUR MANAGEMENT COMMITTEE**

35.01 The parties agree to establish a joint Labour Management Committee consisting of two bargaining unit Employees as designated by the Union and two Employer representatives to discuss matters of mutual interest.

35.02 The committee shall meet at least every three (3) months or as called by mutual consent with forty-eight (48) hours advance notice.

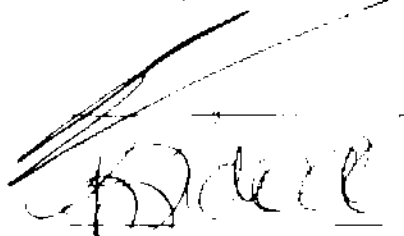
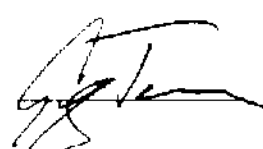
35.03 The committee will concern itself with the following general matters:

- a) Share information related to the Town and its operations;
- b) Discuss in a constructive manner suggestions that could possibly improve and extend services to the public and build better relations between the Employer and Employees;
- c) Respond and seek resolution of complaints and differences other than formal grievances.
- d) Other matters of mutual interest that may arrive from time to time.

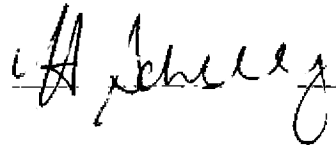
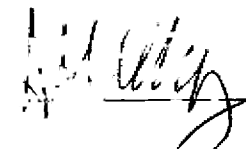
35.05 The Labour Management Committee shall have no authority to deal with any grievances arising out of the terms of the Agreement, and shall not have the authority to alter, amend or waive any provisions of the Collective Agreement.

Signed this 21 day of February, 2024

**TOWN OF THREE HILLS**

**CUPE LOCAL 417**

**APPENDIX "A"**

**RATES OF PAY  
OUTSIDE WORKERS**

<b>CLASSIFICATION LEVEL</b>	<b>Year</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b><u>UTILITIES</u></b>							
<b>Utility Coordinator</b>	2023	\$ 35.07	\$ 36.27	\$ 37.53	\$ 38.76	\$ 40.01	\$ 41.25
	2024 - \$1.00	\$ 36.07	\$ 37.27	\$ 38.53	\$ 39.76	\$ 41.01	\$ 42.25
	2025 – 3.00%	\$ 37.15	\$ 38.39	\$ 39.69	\$ 40.95	\$ 42.24	\$ 43.52
	2026 – 3.25%	\$ 38.36	\$ 39.64	\$ 40.98	\$ 42.28	\$ 43.61	\$ 44.93
<b>Utility Operator III</b>	2023	\$36.85	\$38.14	\$39.49	\$40.86	\$42.29	\$43.78
	2024 - \$1.00	\$37.85	\$39.14	\$40.49	\$41.86	\$43.29	\$44.78
	2025 – 3.00%	\$38.99	\$40.31	\$41.70	\$43.12	\$44.59	\$46.12
	2026 – 3.25%	\$40.26	\$41.62	\$43.06	\$44.52	\$46.04	\$47.62
<b>Utility Operator II</b>	2023	\$ 30.48	\$ 31.57	\$ 32.63	\$ 33.72	\$ 34.78	\$ 35.85
	2024 - \$1.00	\$ 31.48	\$ 32.57	\$ 33.63	\$ 34.72	\$ 35.78	\$ 36.85
	2025 – 3.00%	\$ 32.42	\$ 33.55	\$ 34.64	\$ 35.76	\$ 36.85	\$ 37.96
	2026 – 3.25%	\$ 33.48	\$ 34.64	\$ 35.76	\$ 36.92	\$ 38.05	\$ 39.19
<b>Utility Operator I</b>	2023	\$ 25.91	\$ 26.81	\$ 27.73	\$ 28.64	\$ 29.58	\$ 30.49
	2024 - \$1.00	\$ 26.91	\$ 27.81	\$ 28.73	\$ 29.64	\$ 30.58	\$ 31.49
	2025 – 3.00%	\$ 27.72	\$ 28.64	\$ 29.59	\$ 30.53	\$ 31.50	\$ 32.43
	2026 – 3.25%	\$ 28.62	\$ 29.58	\$ 30.55	\$ 31.52	\$ 32.52	\$ 33.49
<b>Utility Operator Trainee</b>	2023	\$ 22.85	\$ 23.66	\$ 24.47	\$ 25.30	\$ 26.09	\$ 26.88
	2024 - \$1.00	\$ 23.85	\$ 24.66	\$ 25.47	\$ 26.30	\$ 27.09	\$ 27.88
	2025 – 3.00%	\$ 24.57	\$ 25.40	\$ 26.23	\$ 27.09	\$ 27.90	\$ 28.72
	2026 – 3.25%	\$ 25.36	\$ 26.23	\$ 27.09	\$ 27.97	\$ 28.81	\$ 29.65
<b><u>PUBLIC WORKS</u></b>							
<b>PW Coordinator</b>	2023	\$ 29.43	\$ 30.14	\$ 30.88	\$ 31.68	\$ 32.49	\$ 33.30
	2024 - \$1.00	\$ 30.43	\$ 31.14	\$ 31.88	\$ 32.68	\$ 33.49	\$ 34.30
	2025 – 3.00%	\$ 31.34	\$ 32.07	\$ 32.84	\$ 33.66	\$ 34.49	\$ 35.33
	2026 – 3.25%	\$ 32.36	\$ 33.12	\$ 33.90	\$ 34.75	\$ 35.62	\$ 36.48
<b>Equipment Operator II</b>	2023	\$ 25.91	\$ 26.61	\$ 27.34	\$ 28.05	\$ 28.79	\$ 29.61
	2024 - \$1.00	\$ 26.91	\$ 27.61	\$ 28.34	\$ 29.05	\$ 29.79	\$ 30.61
	2025 – 3.00%	\$ 27.72	\$ 28.44	\$ 29.19	\$ 29.92	\$ 30.68	\$ 31.53
	2026 – 3.25%	\$ 28.62	\$ 29.36	\$ 30.14	\$ 30.89	\$ 31.68	\$ 32.55

<b>Equipment Operator I</b>	2023	\$ 23.81	\$ 24.50	\$ 25.21	\$ 25.95	\$ 26.69	\$ 27.48
	2024 - \$1.00	\$ 24.81	\$ 25.50	\$ 26.21	\$ 26.95	\$ 27.69	\$ 28.48
	2025 - 3.00%	\$ 25.55	\$ 26.27	\$ 27.00	\$ 27.76	\$ 28.52	\$ 29.33
	2026 - 3.25%	\$ 26.38	\$ 27.12	\$ 27.87	\$ 28.66	\$ 29.45	\$ 30.29

**LANDFILL**

<b>Waste Management I</b>	2023	\$ 21.37	\$ 21.93	\$ 22.50	\$ 23.12	\$ 23.76	\$ 24.38
	2024 - \$1.00	\$ 22.37	\$ 22.93	\$ 23.50	\$ 24.12	\$ 24.76	\$ 25.38
	2025 - 3.00%	\$ 23.04	\$ 23.62	\$ 24.21	\$ 24.84	\$ 25.50	\$ 26.14
	2026 - 3.25%	\$ 23.79	\$ 24.39	\$ 24.99	\$ 25.65	\$ 26.33	\$ 26.99

**RECYCLE**

<b>Waste Management II</b>	2023	\$ 23.81	\$ 24.50	\$ 25.21	\$ 25.95	\$ 26.69	\$ 27.48
	2024 - \$1.00	\$ 24.81	\$ 25.50	\$ 26.21	\$ 26.95	\$ 27.69	\$ 28.48
	2025 - 3.00%	\$ 25.55	\$ 26.27	\$ 27.00	\$ 27.76	\$ 28.52	\$ 29.33
	2026 - 3.25%	\$ 26.38	\$ 27.12	\$ 27.87	\$ 28.66	\$ 29.45	\$ 30.29

**Labourer**

2023	\$ 18.19	\$ 18.66	\$ 19.23	\$ 19.71	\$ 20.24	\$ 20.77
2024 - \$1.00	\$ 19.19	\$ 19.66	\$ 20.23	\$ 20.71	\$ 21.24	\$ 21.77
2025 - 3.00%	\$ 19.77	\$ 20.25	\$ 20.84	\$ 21.33	\$ 21.88	\$ 22.42
2026 - 3.25%	\$ 20.41	\$ 20.91	\$ 21.51	\$ 22.02	\$ 22.59	\$ 23.15

**FACILITIES**

<b>Facility Attendant</b>	2023	\$ 24.62	\$ 25.46	\$ 26.31	\$ 27.14	\$ 27.97	\$ 28.80
	2024 - \$1.00	\$ 25.62	\$ 26.46	\$ 27.31	\$ 28.14	\$ 28.97	\$ 29.80
	2025 - 3.00%	\$ 26.39	\$ 27.25	\$ 28.13	\$ 28.98	\$ 29.84	\$ 30.69
	2026 - 3.25%	\$ 27.25	\$ 28.14	\$ 29.04	\$ 29.93	\$ 30.81	\$ 31.69

Note: Step 1 applies during the probationary period. Employees who successfully complete probation will advance to Step 2 where they will remain for the remainder of their first year of employment from the first day of hire with the Employer. Employees shall move to the next Step on the Employees Anniversary date. Provided Employees receive an annual performance review indicating satisfactory performance in all of the duties assigned in the Employee's classification description, they will progress through Steps 3 - 6 annually thereafter.

Where a new Employee is hired for a position for which they do not possess all of the required certifications and/or licenses for the position, the Employee shall remain at Step 1 for the required period and then advance to the Step 2 level of that classification until such time as those credentials are in place. If, after twenty-four (24) months, the Employee

has failed to obtain such credentials, the Employee will be demoted to a vacant position in the lower classification in which a vacancy exists, if any, for which they are qualified or, where no such vacancy exists, the Employee will cease to be employed with the Town. An Employee who obtains the required qualifications within the allotted timelines shall receive back pay to the date the Employee would have moved to the next Step level on the grid.

Where an existing Employee is promoted to a higher classification for which they do not possess all of the required certification and/or licenses for the promoted position, the Employee shall remain at the probation rate of that classification or the step of the grid which results in the smallest increase over and above their current rate of pay, whichever results in the lesser increase, until such time as those credentials are in place. If, after twenty-four (24) months, the Employee has failed to obtain such credentials, the Employee will be returned to their former classification. Once the Employee has achieved the requirements for the position he/she shall be placed on the appropriate step of the wage grid for that classification taking into account time spent in training.

The Employer reserves the right to place a new-hire at any of the first three (3) steps of the pay grid for any given classification having regard for recruitment issues and experience.

**RATES OF PAY  
INSIDE WORKERS**

CLASSIFICATION LEVEL	Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b><u>ADMINISTRATION</u></b>							
<b>Administrative Clerk I</b>	2023	\$21.37	\$21.93	\$22.50	\$23.12	\$23.76	\$24.38
	2024 - \$1.00	\$ 22.37	\$ 22.93	\$ 23.50	\$ 24.12	\$ 24.76	\$ 25.38
	2025 - 3.00%	\$ 23.04	\$ 23.62	\$ 24.21	\$ 24.84	\$ 25.50	\$ 26.14
	2026 - 3.25%	\$ 23.79	\$ 24.39	\$ 24.99	\$ 25.65	\$ 26.33	\$ 26.99
<b>Administrative Clerk II</b>	2023	\$23.81	\$24.50	\$25.21	\$25.95	\$26.69	\$27.48
	2024 - \$1.00	\$ 24.81	\$ 25.50	\$ 26.21	\$ 26.95	\$ 27.69	\$ 28.48
	2025 - 3.00%	\$ 25.55	\$ 26.27	\$ 27.00	\$ 27.76	\$ 28.52	\$ 29.33
	2026 - 3.25%	\$ 26.38	\$ 27.12	\$ 27.87	\$ 28.66	\$ 29.45	\$ 30.29
<b>Administrative Clerk III</b>	2023	\$27.31	\$28.02	\$28.77	\$29.56	\$30.32	\$31.11
	2024 - \$1.00	\$ 28.31	\$ 29.02	\$ 29.77	\$ 30.56	\$ 31.32	\$ 32.11
	2025 - 3.00%	\$ 29.16	\$ 29.89	\$ 30.66	\$ 31.48	\$ 32.26	\$ 33.07
	2026 - 3.25%	\$ 30.11	\$ 30.86	\$ 31.66	\$ 32.50	\$ 33.31	\$ 34.15

**Note:** Step 1 applies during the probationary period. Employees who successfully complete probation will advance to Step 2 where they will remain for the remainder of their first year of employment from the first day of hire with the Employer. Employees shall move to the next Step on the Employees Anniversary date. Provided Employees receive an annual performance review indicating satisfactory performance in all of the duties assigned in the Employee's classification description, they will progress through Steps 3 - 6 annually thereafter.

The Employer reserves the right to place a new-hire at any of the first three (3) steps of the pay grid for any given classification having regard for recruitment issues and experience.

LETTER OF UNDERSTANDING

BETWEEN

THE TOWN OF THREE HILLS  
(the Employer)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 417  
(the Union)

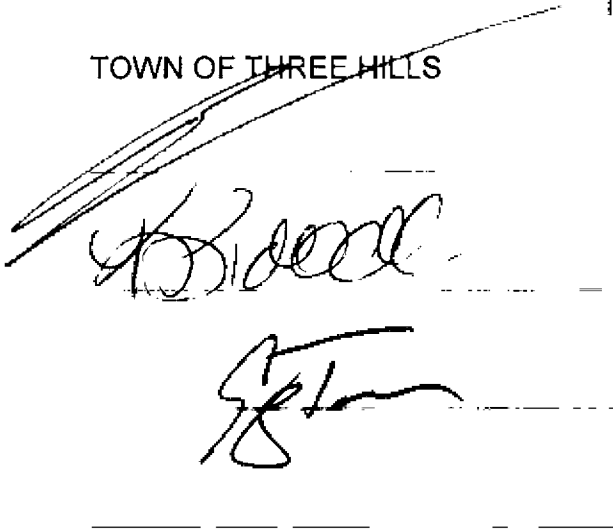
Re: Job Security

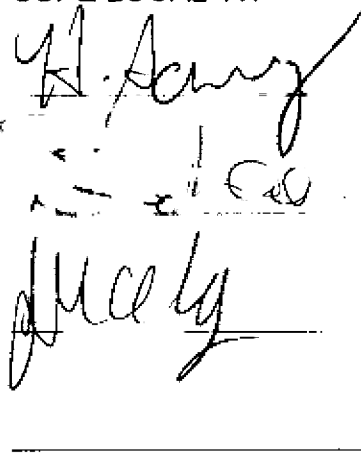
1. During the term of this Agreement, the Employer shall not contract out any municipal work that would result in the loss of bargaining unit jobs, a decrease in the number of scheduled hours of work or the reduction of the regular earnings of the Employees in the bargaining unit effective the date of ratification of this Collective Agreement.
2. This Letter of Understanding shall terminate December 31, 2026.

Signed this 21 day of February, 2024.

TOWN OF THREE HILLS

CUPE LOCAL 417





LETTER OF UNDERSTANDING

BETWEEN

THE TOWN OF THREE HILLS  
(the Employer)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 417  
(the Union)

Re: Job Descriptions

The Employer will provide updated job descriptions to the Union, as amended from time to time.

Signed this 21 day of February, 2024.

TOWN OF THREE HILLS

CUPE LOCAL 417

~~Signature~~  
Signature

Signature  
Signature

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE TOWN OF THREE HILLS  
(the Employer)**

**and**

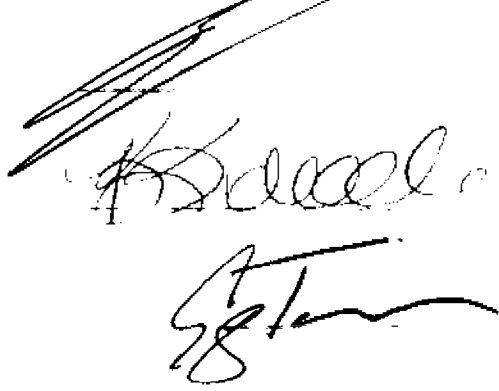
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 417  
(the Union)**

Re: Vacation Committee

The Union and the Employer agree to establish a committee to address changes in Article 19 – Vacation. This committee will meet within ninety (90) days of ratification of this agreement, and will consist of equal members from both the Union and Employer.

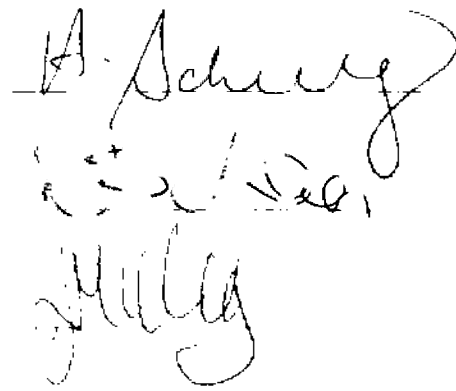
Signed this 21 day of February, 2024.

TOWN OF THREE HILLS



Handwritten signatures for the Town of Three Hills, including a large scribble at the top and two distinct signatures below.

CUPE LOCAL 417



Handwritten signatures for CUPE Local 417, including a large signature at the top and two smaller signatures below.

