

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES
CUPE Local 70

- AND -

THE TOWN OF RAYMOND



January 1, 2023 to December 31, 2026

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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

- 1.01 This Agreement shall be in full force and effect from January 1, 2023, and continue in full force and effect to the 31st day of December 2026, and from each year thereafter, except as hereinafter provided.
- 1.02 Either Party may give notice to amend 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.
- 1.03 If notice to amend 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.
- 1.04 Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement. Any change shall be in writing in the form of a Letter of Understanding and shall be signed off by both parties. The Letter of Understanding shall be appended to this Collective Agreement.

ARTICLE 2: PURPOSE

- 2.01 The purpose of this Agreement is to promote and maintain a harmonious and cooperative relationship between the Employer and the Employees.
- 2.02 To provide an amicable method of settling any differences or grievances which may arise between the Employer and the Employees.
- 2.03 To promote the mutual interest of the Employer and the Employees.
- 2.04 To promote the well-being and security and safety of all Employees.

2.05 Both parties agree to act in a fair and reasonable manner.

ARTICLE 3: RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees, Local 70, as the sole and exclusive bargaining agent for all Employees of The Town of Raymond excluding Firefighters, Managers, Directors, Library and the Raymond Strategic Initiative Team (RSIT) who are covered by the Labour Relations Board Certification No.1615-91, and not otherwise excluded.
- 3.02 The Employer agrees not to bargain with any other labour organization affecting Employees covered by this Agreement during the life of it.
- 3.03 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.
- 3.04 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.
- 3.05 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.
- 3.06 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.
- 3.07 Deductions shall be direct deposited to the Union each pay period for which the dues are levied. The Employer shall email a list of the names, classifications, and wages from which the deductions have been made to the Union and to Local 70.

ARTICLE 4: MEMBERSHIP

- 4.01 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.

- 4.02 The Union shall be allowed 10 minutes to orient new Employees during working hours. When conducting group orientation, the Employer will allow a Union Representative to speak at the orientation for up to 20 minutes.
- 4.03 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/ advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

ARTICLE 5: HOURS OF WORK

- 5.01 The regular hours of work shall for all Employees be forty (40) hours per week, Monday through Friday except where specified, and those involved where six (6) day or seven (7) day operation is essential but their biweekly total shall not exceed 80 hours.
- 5.02 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; who will be permitted a one-half (1/2) hour paid break as close to the midway point of their shift as possible). At the request of an Employee, they can reduce their unpaid lunchbreak to 30 minutes.
- 5.03 Regular 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. Regular hours at the golf course may be between 5:00 am to midnight.

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. All town operations staff, where weather is the determining factor, the two (2) days' notice of shift change is not required.

- 5.04 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 p.m.
- 5.05 Any Employee who is requested to work through their unpaid 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

- 6.01 When the Employer designates an Employee to substitute in a position in a classification with a greater job rate, the Employee shall receive that rate of pay for all hours worked in that classification.
- 6.02 When the Employer designates an Employee to substitute in a position with a lesser job rate, they shall continue to receive the Employee's previous rate of pay for all hours worked in that classification.

ARTICLE 7: PAY

- 7.01 The Employer shall pay salaries and wages bi-weekly in accordance with the payroll schedule of the Employer and Schedule "A". On each payday, each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

ARTICLE 8: OVERTIME

- 8.01 After an Employee's regular hours of work, the overtime rate of pay will be one and one-half times ($1\frac{1}{2}x$) 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.
- 8.02 Any Employee who is called to work unexpectedly, outside their normal work hours shall be paid at one and one-half times ($1\frac{1}{2}x$) 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, they are 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.
- 8.03 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 ($1\frac{1}{2}x$) 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.

8.04 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 their 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.

8.05 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.

8.06 All overtime must be authorized by the Employer.

ARTICLE 9: STANDBY

9.01 Standby duty shall mean any Employer defined period during which an Employee is not working but 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.

9.02 The Employee on standby shall be required to respond within one (1) hour.

9.03 For each assigned day of authorized standby duty, an Employee shall be paid one and one quarter (1.25) hours for each day Monday to Friday and two and one-half hours (2.5) for each of Saturday, Sunday, and Holidays hours at their regular hourly rate of pay.

9.04 It is understood a work-life balance is important to maintain mental health and Employee's non-work time needs to be respected.

ARTICLE 10: GENERAL HOLIDAYS

10.01 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) | National Day for Truth
and Reconciliation | 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*.

- 10.02 If a General or declared Holiday falls on a Permanent Employee's regular working period and they work, they shall be paid at time and one-half (1½x) for the first two (2) hours and two times (2x) their regular rate of pay for all hours worked thereafter.
- 10.03 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.
- 10.04 If a General or declared Holiday falls on a Permanent Employee's regular day off, they 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.
- 10.05 If a General or declared Holiday falls on a Non-Permanent Employee's regular working period and they work, they shall be paid two times (2x) their regular rate of pay for all hours worked on the declared holiday.

ARTICLE 11: ANNUAL VACATIONS

11.01 Definition for the purpose of this Article:

- (a) "Vacation" means annual vacation.
- (b) "Vacation Year" means the twelve (12) month period commencing on the first day of January in each calendar year and concluding on the last day of December of the same calendar year.
- (c) Employees will start earning vacation entitlement upon the date of commencement of employment

11.02 Vacation Entitlement for Full-Time Permanent Employees

- (a) During each year of continuous service in the employ of the Employer, a Full-Time Permanent Employee shall earn entitlement to a vacation with pay and the rate of earning entitlement shall be as follows:
 - (i) Permanent Employees with one (1) year continuous service or more shall accrue at a rate of ten (10) days' vacation with pay each year.

- (ii) Permanent Employees with two (2) years continuous service or more shall accrue at a rate of fifteen (15) days' vacation with pay each year.
 - (iii) Permanent Employees with eight (8) years continuous service or more shall accrue at a rate of twenty (20) days' vacation with pay each year.
 - (iv) Permanent Employees with fourteen (14) years continuous service or more shall accrue at a rate of twenty-five (25) days' vacation with pay each year.
 - (v) Permanent Employees with twenty (20) years continuous service or more shall accrue at a rate of thirty (30) days' vacation with pay each year.
- (b) An Employee who has less than one (1) year of service prior to the first (1st) day of January in any one (1) year shall be entitled to a vacation calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to twelve (12) months.

11.03 Vacation entitlement of Permanent Part-time and Non-permanent Employees

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

11.04 Time of Vacation

All vacation time shall be subject to operational requirements.

- (a) List for holidays shall be posted the first (1st) day of February so each Employee can submit their choice for annual vacation.
- (b) Preference for vacation of Permanent Employees to be based on a rotation system. Starting with the names in the order of department seniority for the year, then the top two (2) names going to the bottom the next year, and every year thereafter.
- (c) When an Employee submits vacation requests after the first (1st) day of March, Seniority no longer applies, and the Employer may approve the vacation, subject to operational requirements, on a first-come, first-served basis, as long as it does not interfere with the vacation of other Employees who have chosen their time prior to March 1st.

- (d) Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.
- (e) Unscheduled vacation dates as of July 30th may be assigned by the Employer and provided to the Employee in writing at least 2 weeks prior to the vacation start date.
- (f) However, an additional five (5) days may be accrued upon approval by the Chief Administrative Officer.

11.05 Vacation pay shall not accrue during periods while:

- (a) On layoff; or
- (b) In receipt of compensation from the Workers' Compensation Board; or
- (c) During other absences not paid by the Employer at the Employee's basic rate of pay.

11.06 Vacation upon termination

An Employee who terminates their service or who is terminated shall receive their remaining vacation pay earned but not paid.

11.07 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

12.01 Seniority is defined as the length of unbroken service in the bargaining unit. For clarity, Seasonal Employees service is considered unbroken provided they subsequently return the following season.

Seniority shall be used in determining promotion, transfer, 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 they have completed the required probationary period of employment. Once an Employee has completed their probationary period of employment, seniority shall date from the beginning of the probationary period.

- 12.02 Seniority shall be calculated in days, one (1) day seniority for every eight (8) hours worked. To a maximum of two hundred and sixty (260) days per calendar year.
- 12.03 The Employer shall maintain a seniority list for all Employees showing each Employees' seniority. An up-to-date seniority list shall be sent to the Union and posted in the workplace in September of each year.
- 12.04 All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the Employee when reclassified.
- 12.05 In filling a new position or vacancy, appointments shall be made on the basis of the qualifications 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. When all else is considered equal, seniority will be the deciding factor.
- 12.06 Requests for transfer or applications for vacancies shall be in writing according to the procedures established by the Employer.
- 12.07 When a new position or vacancy occurs, it shall be posted for a minimum of five (5) working days.
- 12.08 Union Notification
- The Union shall be notified of all permanent appointments, hirings, layoffs, recalls, and terminations of employment.
- Notices of such appointments shall also be posted in the workplace.
- 12.09 New Classification
- When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the Rate.

12.10 Loss of Seniority

An Employee shall only lose their seniority in the event:

- (a) The Employee is discharged for just cause and is not reinstated.
- (b) The Employee is laid off in excess of twenty-four (24) months

ARTICLE 13: GRIEVANCE PROCEDURE

13.01 Definition of a Grievance:

Grievance shall mean any difference concerning the interpretation, application, operation, or any alleged violation of this Agreement.

13.02 Informal Discussion:

The Employee(s) concerned, with or without the Union, may seek to settle the dispute through discussion with their immediate Supervisor.

13.03 Presence of Steward:

Grievances between the Employer and Employee/or the Union shall be in the presence of the Steward or authorized Union Representative.

13.04 Names of Stewards:

The Union shall notify the Employer in writing of the name of each Steward, the area they represent, and the name of the Chief Steward, if applicable, before the Employer shall be required to recognize them.

13.05 Meetings Without Loss of Pay:

The Grievor(s) and the Steward may attend grievance meetings without loss of pay.

13.06 Stewards Leaving the Work Site:

A Steward shall not leave their place of work to discuss a grievance with the Employer and/or Employee(s) during working hours without permission from the Employer, the Management representative, or their designated alternate; and provided that adequate replacement or relief staff is available. Permission will not unreasonably be denied.

13.07 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.

13.08 Replies in Writing:

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

13.09 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.

13.10 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 bypassed. Only grievances submitted by CUPE Local 70 shall be considered.

13.11 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 ten (10) working days after receiving the decision, be filed with the Municipal Administrator or their designate. The Municipal Administrator shall submit their decision in writing within ten (10) working days to the Employee(s) with a copy to the Department Head, the Union, and the Steward.

STEP 3: If a grievance is not settled in Step 2, the grievance, within ten (10) working days after receiving the decision, the grievance may be advanced to Mediation by either party. The cost for Mediation will be shared equally by both parties.

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

Arbitration Procedure:

The Employer and the Union shall jointly agree upon an Arbitrator. Where they are not able to agree they may request the Minister of Labour for the Province of Alberta to select an Arbitrator.

Expenses of the Board:

Each party shall pay one-half (1/2) of the fees and other related expenses of the single arbitrator.

ARTICLE 14: NEGOTIATION AND INTERPRETATION OF THE COLLECTIVE AGREEMENT

14.01 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

15.01 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.

15.02 For Permanent Employees Sick Leave credit may be accumulated to a maximum of one and one-half (1½) days per month.

15.03 Unused Sick Leave 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.

15.04 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 their 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

16.01 This Article shall not apply to Non-Permanent Employees

16.02 The Employer and the Employee agree to share the cost of benefit premiums as follows:

Benefit	Employer	Employee
Long-Term-Disability	75%	25%
Extended Health Care	100%	
Vision Care	100%	
Dental	100%	
Life	75%	25%
Accidental Death and Dismemberment	75%	25%
Alberta Health Care Insurance Plan	100%	

16.03 Permanent Employees must be regularly scheduled for 20 hours or more per week to be eligible to participate in the Employer benefit plan and meet all the terms and conditions as established by the insurer.

16.05 Employees on an unpaid leave of absence, when such absence is not paid by the Employer at Basic rate of Pay, are responsible to pay 100% of the benefit premiums to the Employer on a monthly basis to ensure ongoing benefit coverage while absent from work.

Failure to pay the benefit premium shall result in the Employee's benefit coverage being cancelled after the first missed payment.

ARTICLE 17: LEAVES OF ABSENCE

17.01 Job-Protected Leaves will be governed by the *Employment Standards Code of Alberta* with exceptions as noted in this article.

17.02 Employees shall not work for gain during periods of Leave of Absence, except with the express consent of the Employer.

17.03 Leaves of Absence

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 an application for Leave of Absence, without pay, for an Employee(s), it is required that this be in writing at least two (2) weeks before such leave is required.

17.04 Bereavement Leave

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

Spouse	Common-Law Spouse	Child
Grandchild	Foster Child	Mother
Father	Brother	Sister
Guardian	Grandparent(s)	

Including step and in-law relations.

(b) 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.

17.05 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, they shall provide the Employer with at least two (2) weeks' notice. On return from maternity leave the Employee shall be placed in their former position. If the former position no longer exists, they shall be placed in a position in their department of equal rank and value at the same rate of pay.

17.06 Bargaining Committee

A bargaining committee shall be appointed and consist of not more than five (5) members of the Union as appointees of the Union. The parties will advise each other in writing of their nominees.

Bargaining Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to: preparing proposals, attendance at meetings with the Employer, participation in negotiations, and arbitration.

Permission to leave work during working hours for such purposes shall first be obtained from the Employer. Such permission shall not be unreasonably withheld. All time spent in performing the above shall be considered as time worked.

The Union will reimburse to the Employer the total wage cost paid to Employees in the performance of these duties.

17.07 Permission to Leave Work

The Employer agrees that Stewards, Union Representatives, and the grievance process shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this article.

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, and participation in arbitration.

Permission to leave work during working hours for such purposes shall first be obtained from the Employer. Such permission shall not be unreasonably withheld.

All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.

The Union will reimburse to the Employer the total wage cost paid to Employees in the performance of these duties.

ARTICLE 18: DEFINITIONS AND INTERPRETATIONS

18.01 PERMANENT EMPLOYEES:

(a) Permanent Full-Time Employee:

A Permanent Full-time Employee shall mean an Employee who is regularly required to work a minimum of forty (40) hours per week and who has successfully completed a probationary period.

(b) Permanent Part-Time Employee:

A Permanent Part-time Employee shall mean an Employee who is hired regularly required to work less than forty (40) hours per week, and who has completed a probationary period.

18.02 NON-PERMANENT EMPLOYEES:

(a) Seasonal Employee:

A Seasonal Employee shall mean an Employee who is hired to work in a position of a seasonal nature.

(b) 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.

(c) 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 eighteen (18) months. This time may be extended by mutual agreement between the Employer and the Union.

18.03 TRIAL & PROBATIONARY PERIOD:

(a) Probationary Employee:

A Probationary Employee is a newly hired Employee serving the required six (6) months probationary period. If an Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period.

(b) 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 extension(s) the Employee will be advised of any deficiencies and required areas of improvement.

18.04 Manager:

Manager shall mean a Human Resources Manager, out of the scope of this Collective Agreement.

18.05 Chief Financial Officer (CFO):

The Chief Financial Officer is out of the scope of this Collective Agreement.

18.06 Director:

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

18.07 Chief Administrative Officer (CAO):

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

18.08 Delegation of Responsibility & Authority:

Delegation of responsibility and authority shall mean the right of the Chief Administrative Officer to exercise and/or delegate responsibility and authority.

18.09 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 the Employee came.

18.10 Employer or Municipality:

Employer or Municipality shall mean the Town of Raymond.

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

19.01 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

20.01 Permanent Employees are eligible to claim up to three hundred dollars (\$300.00) for the purchase of personal protective equipment and clothing.

20.02 PROCEDURE:

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

20.03 The Town shall supply the following:

- Hard hat
- Basic rainwear
- Severe weather coveralls
- Basic eye protection
- Basic rubber footwear
- Basic ear protection
- Safety vest
- Basic rubber gloves
- Basic dust inhalation protection
- Severe weather headwear

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.

20.04 The Employee shall supply the following:

- Basic hand wear
- Severe weather gloves
- Severe weather safety-toed boots
- All other safety items they desire
- Approved coveralls
- Approved steel-toed boots

20.05 The Employee shall be responsible for storing, keeping in good repair, and at the appropriate time wearing 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, they shall be responsible for replacing that item.

20.06 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

21.01 There shall be no discrimination against any Employee by virtue of their being or performing their duty as a member of the Union or any protected ground under the *Human Rights Act*.

21.02 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

- 22.01 In the event of a 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.
- 22.02 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

- 23.01 An Employee shall have the right to have their Steward or Union Representative present at any meeting with Supervisory personnel, which the Employee believes might be the basis of disciplinary action or may lead to disciplinary action.

Where a Supervisor intends to meet with an Employee for disciplinary purposes or where discipline may be imposed as a result of the discussions at the meeting, the Supervisor shall notify the Employee in advance of the purpose of the interview.

The Employer shall also notify the Employee of their right to have a Union Representative present at the interview. A Steward or Local Officer may have the right to consult with a CUPE National Representative and may have them present at any discussion with Supervisory personnel which might be the basis of disciplinary action.

- 23.02 Disciplinary action shall be progressive in nature and shall consist of any of the following: oral warning, written warning, suspension, and/or dismissal issued to an Employee.
- 23.03 The Employer shall notify an Employee in writing of any expression of dissatisfaction concerning their work within ten (10) working days of the event of the complaint, with copies to the Union.
- 23.04 This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them in regard to discharge, discipline, promotion, demotion, or other related matters.
- 23.05 Any Employee who has been wrongfully dismissed and who is later reinstated shall be compensated in full for all time lost, less any earnings they may have received through other employment during the period of dismissal.

23.06 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 every 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.

23.07 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. This includes any no-disciplinary letters of coaching.

ARTICLE 24: WAGE AND CLASSIFICATION

24.01 A List of all classifications and rates of pay are contained in Schedule "A" attached.

ARTICLE 25: PENSIONS

25.01 This Article does not apply to Non-Permanent Employees

25.02 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 RIGHTS

26.01 The Employer retains all rights not specifically limited by this Agreement.

26.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:

- (a) Maintain and improve order, discipline, and efficiency and to make alter, and enforce rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Agreement.

- (b) Direct the working force and to create new classifications and departments, and to determine the number of Employees, if any, needed from time to time in any department or classification and to determine whether or not a position, department, or classification shall be continued or declared redundant;
- (c) Hire, promote, transfer, layoff, and recall Employees;
- (d) Demote, discipline, suspend or terminate Employees.

ARTICLE 27: STRIKES AND LOCKOUTS

27.01 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*.

27.02 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

28.01 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.

28.02 In the event of such loss of Operators Licence, the affected Employee may be offered the first available position to which they are qualified.

ARTICLE 29: MEDICAL EXAMINATIONS

29.01 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.

ARTICLE 30: UNION MANAGEMENT ADVISORY COMMITTEE

30.01 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.


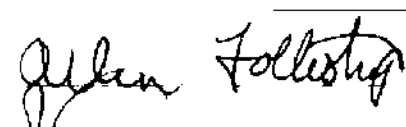

30.02 The functions of the UMAC are to examine and make recommendations regarding the concerns of Employees relative to matters regarding this Collective Agreement, as well as matters which are not covered in this Collective Agreement and including issues related to Health & Safety matters.

30.03 Such meetings will take place on a quarterly basis during each year of the term of this Collective Agreement.


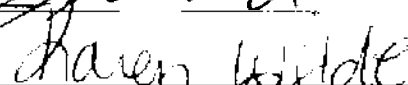
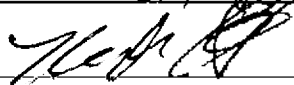
IN WITNESS WHEREOF the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper Officers on that behalf.

Signed this day 12 of June 2024.

SIGNED ON BEHALF OF
THE TOWN OF RAYMOND




Dated: _____

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES-Local 70




Dated: 12-06-2024

SCHEDULE A – WAGE RATES

January 1, 2023 – 2.00% general wage increase.

January 1, 2024 – 2.00% general wage increase.

January 1, 2025 – 2.00% general wage increase.

January 1, 2026 – 2.50% general wage increase.

Retroactivity:

Within thirty (30) days following ratification by both parties to this agreement, retroactive pay amounts will be paid to current Employees employed as of the date of ratification and terminated Employees who apply for retroactive pay within sixty (60) days of ratification. Wage rates will be raised to the current rate payable as of that same period.

CLASSIFICATION	YEAR	%	START	JOB RATE
Administrative Assistant	2023	2.0%	\$ 19.58	\$ 21.61
	2024	2.0%	\$ 19.97	\$ 22.04
	2025	2.0%	\$ 20.37	\$ 22.48
	2026	2.5%	\$ 20.88	\$ 23.05
Administrative Assistant II	2023	2.0%	\$ 23.31	\$ 25.73
	2024	2.0%	\$ 23.78	\$ 26.24
	2025	2.0%	\$ 24.25	\$ 26.77
	2026	2.5%	\$ 24.86	\$ 27.44
Administrative Assistant III	2023	2.0%	\$ 22.25	\$ 27.50
	2024	2.0%	\$ 22.70	\$ 28.05
	2025	2.0%	\$ 23.15	\$ 28.61
	2026	2.5%	\$ 23.61	\$ 29.33
Development Officer I	2023	2.0%	\$ 32.97	\$ 35.23
	2024	2.0%	\$ 33.63	\$ 35.93
	2025	2.0%	\$ 34.30	\$ 36.65
	2026	2.5%	\$ 35.16	\$ 37.57
Development Officer II***	2023	2.0%	\$80,000.00	\$91,666.66
	2024	2.0%	\$81,600.00	\$93,499.99
	2025	2.0%	\$83,232.00	\$95,369.99
	2026	2.5%	\$85,312.80	\$97,754.24
Light Duty Mechanic I	2023	2.0%	\$ 27.35	\$ 30.91
	2024	2.0%	\$ 27.90	\$ 31.53
	2025	2.0%	\$ 28.45	\$ 32.16
	2026	2.5%	\$ 29.17	\$ 32.96
Light Duty Mechanic II	2023	2.0%	\$ 30.30	\$ 33.34
	2024	2.0%	\$ 30.91	\$ 34.01
	2025	2.0%	\$ 31.52	\$ 34.69
	2026	2.5%	\$ 32.31	\$ 35.55

Community Services Labourer I	2023	2.0%	\$ 18.36	\$ 19.38
	2024	2.0%	\$ 18.73	\$ 19.77
	2025	2.0%	\$ 19.10	\$ 20.16
	2026	2.5%	\$ 19.58	\$ 20.67
Community Services Labourer II	2023	2.0%	\$ 19.38	\$ 20.40
	2024	2.0%	\$ 19.77	\$ 20.81
	2025	2.0%	\$ 20.16	\$ 21.22
	2026	2.5%	\$ 20.67	\$ 21.75
Facility Maintenance Coordinator ***	2023	2.0%	\$74,404.44	\$82,481.47
	2024	2.0%	\$75,892.53	\$84,131.10
	2025	2.0%	\$77,410.38	\$85,813.72
	2026	2.5%	\$79,345.64	\$87,959.06
Recreation Operator I	2023	2.0%	\$ 22.44	\$ 24.48
	2024	2.0%	\$ 22.89	\$ 24.97
	2025	2.0%	\$ 23.35	\$ 25.47
	2026	2.5%	\$ 23.93	\$ 26.11
Recreation Operator II	2023	2.0%	\$ 25.27	\$ 27.90
	2024	2.0%	\$ 25.78	\$ 28.46
	2025	2.0%	\$ 26.29	\$ 29.03
	2026	2.5%	\$ 26.95	\$ 29.75
Recreation Operator III	2023	2.0%	\$ 27.90	\$ 30.91
	2024	2.0%	\$ 28.46	\$ 31.53
	2025	2.0%	\$ 29.03	\$ 32.16
	2026	2.5%	\$ 29.75	\$ 32.96
Recreation Operator IV	2023	2.0%	\$ 30.91	\$ 34.01
	2024	2.0%	\$ 31.53	\$ 34.69
	2025	2.0%	\$ 32.16	\$ 35.38
	2026	2.5%	\$ 32.96	\$ 36.27
Programming Assistant	2023	2.0%	\$ 19.58	\$ 21.61
	2024	2.0%	\$ 19.97	\$ 22.04
	2025	2.0%	\$ 20.37	\$ 22.48
	2026	2.5%	\$ 20.88	\$ 23.05
Recreation Administrative Coordinator ***	2023	2.0%	\$63,500.00	\$65,784.48
	2024	2.0%	\$64,770.00	\$67,100.17
	2025	2.0%	\$66,065.40	\$68,442.17
	2026	2.5%	\$67,717.04	\$70,153.22
Community Services Supervisor***	2023	2.0%	\$85,805.13	\$89,979.44
	2024	2.0%	\$87,521.23	\$91,779.03
	2025	2.0%	\$89,271.66	\$93,614.61
	2026	2.5%	\$91,503.45	\$95,954.97

Heavy Duty Mechanic	2023	2.0%	\$ 32.90	\$ 36.15
	2024	2.0%	\$ 33.56	\$ 36.87
	2025	2.0%	\$ 34.23	\$ 37.61
	2026	2.5%	\$ 35.08	\$ 38.55
Fleet Coordinator***	2023	2.0%	\$85,805.13	\$89,979.75
	2024	2.0%	\$87,521.23	\$91,779.35
	2025	2.0%	\$89,271.66	\$93,614.93
	2026	2.5%	\$91,503.45	\$95,955.31
Public Works Labourer I	2023	2.0%	\$ 19.38	\$ 20.40
	2024	2.0%	\$ 19.77	\$ 20.81
	2025	2.0%	\$ 20.16	\$ 21.22
	2026	2.5%	\$ 20.67	\$ 21.75
Public Works Labourer II	2023	2.0%	\$ 20.40	\$ 21.42
	2024	2.0%	\$ 20.81	\$ 21.85
	2025	2.0%	\$ 21.22	\$ 22.29
	2026	2.5%	\$ 21.75	\$ 22.84
Public Works I	2023	2.0%	\$ 25.27	\$ 27.90
	2024	2.0%	\$ 25.78	\$ 28.46
	2025	2.0%	\$ 26.29	\$ 29.03
	2026	2.5%	\$ 26.95	\$ 29.75
Public Works II	2023	2.0%	\$ 27.90	\$ 30.91
	2024	2.0%	\$ 28.46	\$ 31.53
	2025	2.0%	\$ 29.03	\$ 32.16
	2026	2.5%	\$ 29.75	\$ 32.96
Public Works III	2023	2.0%	\$ 30.91	\$ 34.01
	2024	2.0%	\$ 31.53	\$ 34.69
	2025	2.0%	\$ 32.16	\$ 35.38
	2026	2.5%	\$ 32.96	\$ 36.27
Operational Services Supervisor***	2023	2.0%	\$85,805.13	\$89,979.44
	2024	2.0%	\$87,521.23	\$91,779.03
	2025	2.0%	\$89,271.66	\$93,614.61
	2026	2.5%	\$91,503.45	\$95,954.97
Solid Waste Operator	2023	2.0%	\$ 21.00	\$ 25.00
	2024	2.0%	\$ 21.42	\$ 25.50
	2025	2.0%	\$ 21.85	\$ 26.01
	2026	2.5%	\$ 22.39	\$ 26.66

*** These Employees are not eligible for overtime.
Only regular hours are used to calculate step increases.

CLASSIFICATION Non-permanent	RATE
Seasonal Public Works I	\$18.00
Seasonal Public Works II (640 hours)	\$19.00
Seasonal Public Works III (1280 hours)	\$20.00
Seasonal Public Works IV (1920 hours)	\$21.00
Seasonal Public Works V (2560 hours)	\$22.50
Seasonal Public Works Student I*	\$15.50
Seasonal Public Works Student II* (320 hours)	\$16.00
Seasonal Public Works Student III* (640 hours)	\$16.50
Seasonal Parks & Recreation I	\$16.00
Seasonal Parks & Recreation II (640 hours)	\$16.50
Seasonal Parks & Recreation III (1280 hours)	\$17.00
Seasonal Parks & Recreation IV (1920 hours)	\$18.00
Seasonal Parks & Recreation V (2560 hours)	\$19.00
Seasonal Parks & Recreation VI (3200 hours)	\$20.00
Seasonal Parks & Recreation Student I*	\$15.00
Seasonal Parks & Recreation Student II* (320 hours)	\$15.50
Seasonal Parks & Recreation Student III* (640 hours)	\$16.00
Seasonal Parks & Recreation Student IV* (960 hours)	\$16.50
Cashier Golf/Pool I	\$15.75
Cashier Golf/Pool II (640 hours)	\$16.25
Cashier Golf/Pool III (1280 hours)	\$16.75
Cashier Golf/Pool IV (1920 hours)	\$17.00
Cashier Golf/Pool V (2560 hours)	\$17.25
Cashier Golf/Pool VI (3200 hours)	\$18.00
Cashier Student I *	\$15.00
Cashier Student II* (640 hours)	\$15.50
Cashier Student III* (960 hours)	\$16.00
Clubhouse Manager I**	\$20.00
Clubhouse Manager II** (640 hours)	\$21.00
Clubhouse Manager III** (1280 hours)	\$22.00
Clubhouse Manager IV** (1920 hours)	\$23.00
Clubhouse Manager V** (2560 hours)	\$24.00

CLASSIFICATION Non-permanent	RATE
Assistant Lifeguard	\$15.00
Junior Lifeguard I	\$16.25
Junior Lifeguard II	\$17.25
Senior Lifeguard	\$ 18.25
Head Shift Lifeguard	\$ 19.25
Pool Supervisor	\$ 20.25
Events I	\$ 15.00
Events II (640 hours)	\$ 15.50
Events III (960 hours)	\$ 16.00

*High School Student

** only if position is required

LETTER OF UNDERSTANDING #1: Police Information and Vulnerable Sector Check

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: POLICE INFORMATION (aka criminal record) AND VULNERABLE SECTOR CHECK

Employees in the following classifications will require a satisfactory Police Information Check, basic (aka "criminal record check") or enhanced (police information + Vulnerable Sector Check) as a condition of employment:

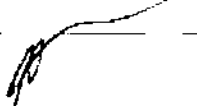
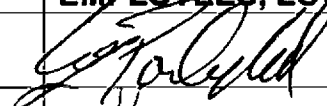
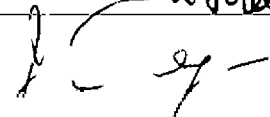
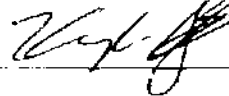
Position	Basic	Enhanced
Administrative Assistant I, II & III	Yes	
Development Officer I & II	Yes	Yes
Light Duty Mechanic I & II	Yes	Yes
Community Services Labourer I & II	Yes	
Facility Maintenance Coordinator	Yes	Yes
Recreation Operator I, II, III, IV	Yes	Yes
Programming Assistant	Yes	Yes
Recreation Administrative Coordinator I & II	Yes	Yes
Community Services Supervisor	Yes	Yes
Mechanic	Yes	Yes
Fleet Coordinator	Yes	Yes
Public Works I, II & III	Yes	
Operational Services Supervisor	Yes	Yes
Solid Waste Operator	Yes	
Seasonal Positions	Parks & Recreation*** Aquatic Center***	Aquatic Center***

Employees will be required to renew satisfactory Police Information and Vulnerable Sector checks every three years.

New Employees will be required to pay any costs associated with Police Information or Vulnerable Sector checks.

The Employer will provide reimbursement, if any, to current staff for any renewal fees.

Signed this 12 day of June 2024.

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

sbk/COPE#491

LETTER OF UNDERSTANDING #2: Out of Schedule Classifications

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")




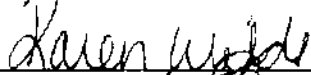
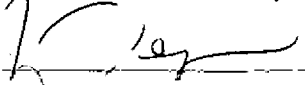
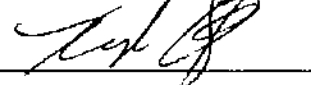
Re: Out-of-Schedule Classifications

In the event the evaluated hourly rate of pay for a position is not competitive in the marketplace, the Employer may set an "out of schedule" hourly pay rate above the evaluated rate.

All Employees in classifications that are adjusted will be moved to the "out of schedule" classification hourly pay rate.

Employees receiving "out of schedule" pay rates will be given three (3) months' notice in writing of any reduction or cancellation of the "out of schedule rates."

Signed this 12 day of June 2024.

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

sbk/COPE#491