



COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF CAMROSE

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1425

JANUARY 1, 2009 - DECEMBER 31, 2011



Canadian Office and Professional Employees Union #491

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Preamble	1
2	Management Rights	1
3	Definitions	1-2
4	Recognition	2
5	No Discrimination	2
6	Union Membership Requirements	3
7	Union Dues Deductions	3
8	Labour Management Bargaining Relations	3
9	Grievance Procedure	3-4
10	Seniority	4-5
11	Promotions and Staff Changes	5-7
12	Lay-Off and Recall Procedure	7
13	Hours of Work	7-8
14	Overtime	8-9
15	General Holidays	9-10
16	Vacations	10-11
17	Sick Leave Provisions	11-12
18	Leave of Absence	12-15
19	Payment of Wages and Allowances	16
20	Job Classification and Reclassification	16-17
21	Employee Benefits	17-18
22	Uniform and Clothing Allowance	18
23	General Conditions	19
24	Wages and Retroactivity	19
25	Term of Agreement	19
	Schedule "A"	20
	Hourly Wages and Employee Classifications	20-21
	Schedule "B" Job Descriptions	21-25
	Letter of Understanding Re: Length or Vacation, Long Service Pay and Health and Wellness	26
	Letter of Understanding Re: Classification of Community Services Employees – Facilities Section	27

AGREEMENT

THIS AGREEMENT made in duplicate this 1st day of April, A.D. 2009.

BETWEEN

THE CITY OF CAMROSE
(hereinafter called "the Employer")

PARTY OF THE FIRST PART

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1425

(hereinafter called "the Union")

PARTY OF THE SECOND PART

ARTICLE 1 **PREAMBLE**

1.01 It is the purpose of both parties to this Agreement:

- (1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (3) To encourage efficiency in operations.
- (4) To promote the morale, well-being, and security of all Employees in the bargaining unit of the Union.

1.02 It is now desirable that methods of bargaining and matters pertaining to the working conditions of the Employees be drawn up in a Collective Agreement.

ARTICLE 2 **MANAGEMENT RIGHTS**

2.01 The Union recognizes that it is the function of the City to exercise the regular and customary functions of management to direct the working forces of the City, subject to the terms of this Agreement. Management reserves all rights not specifically restricted by provisions of this Agreement.

ARTICLE 3 **DEFINITIONS**

3.01 **Permanent Employees**

The words "Permanent Employee" when used in this agreement shall mean any Employee who is filling a permanent position and has successfully completed the required probationary period.

3.02 **Permanent Position**

The words "Permanent Position" when used in this Agreement shall mean a position established by the City as permanent for the purposes of this Agreement.

3.03 Probationary Employee

The words "Probationary Employee" when used in this Agreement shall mean an Employee filling a permanent position and is serving the required probationary period.

3.04 Temporary or Casual Employee

The words "Temporary or Casual Employee" when used in this Agreement shall mean an Employee who is filling a basic labouring, seasonal or established temporary position.

ARTICLE 4 RECOGNITION

4.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local No. 1425 as the sole and exclusive bargaining agent for "all public works, Community Services, and sanitation Employees of the City of Camrose regularly scheduled to perform maintenance, repair and construction work except office and clerical personnel " who are covered by the Labour Relations Board Certificate No. 465-92.

Notwithstanding the foregoing, the parties agree that the Collective Agreement shall only apply to those classifications which appear in Schedule "A" Wages and Employee Classifications.

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

4.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall be permitted to perform in cases of emergencies or when a qualified Employee is not available to do the work, providing that the performing of such work does not reduce the hours of work or pay of any Employee.

4.03 Contracting Out

No Permanent Employee shall lose their employment nor suffer a loss in wages/salaries; nor suffer a reduction in hours of work as per the Collective Agreement, within six (6) months as a result of contracting out.

4.04 Part-time and Temporary Employees

This Collective Agreement is fully applicable to all Part-time, Temporary, or Casual Employees, unless otherwise specified.

4.05 No Other Agreements

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

ARTICLE 5 NO DISCRIMINATION

5.01 Employer Shall Not Discriminate

The Employer shall not discriminate against any Employee on the basis of race, religious beliefs, gender, colour, mental disability, physical disability, marital status, age, ancestry or place of origin of that person. The Employer shall not discriminate against any of its Employees on account of political beliefs, sexual orientation, nor by reason of their membership or activity in the Union.

ARTICLE 6 UNION MEMBERSHIP REQUIREMENTS

6.01 All Employees to be Members

All Employees covered by this certification as named in Article 4.01, as a condition of continued employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. All new Employees shall, as a condition of continued employment, become and remain members in good standing within thirty (30) days of employment.

ARTICLE 7 UNION DUES DEDUCTIONS

7.01 The Employer agrees to deduct from the wages of all Employees covered by this Agreement, such Union dues and assessments as shall be decided on from time to time by the Union. Such Union dues deductions shall be forwarded to the Secretary-Treasurer of the Union together with a list of Employees from whom deductions have been made, not later than fifteen (15) days after the last day of each month.

7.02 Dues Receipts

At the time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member.

ARTICLE 8 LABOUR MANAGEMENT BARGAINING RELATIONS

8.01 Representation

The Employer shall not bargain with or enter into any Agreement with an Employee or group of Employees in the Bargaining Unit. No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an Employee or group of Employees, an elected or appointed representative of the Union shall be the spokesman. In order that this may be carried out, the Union will supply the Employer with names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

8.02 Union Bargaining Committee

Not more than three (3) members of the Union shall be granted leave with pay for the purpose of attending any negotiations on behalf of the Union.

8.03 Representative of the Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

8.04 Labour Management Committee

A Labour Management Committee shall be established consisting of not less than two (2) representatives of the Union and not less than two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interest of improved service to the public and job security for the Employees.

ARTICLE 9 GRIEVANCE PROCEDURE

9.01 A Grievance under this Agreement shall be defined as any difference concerning the interpretation, application or operation of any alleged violation of this Agreement.

9.02 The Shop Steward or designated Union officer is designated to deal with any grievances occurring during the life of this Agreement. The processing of Grievances shall be carried out in the following order.

- 9.03** An Employee who believes himself to be aggrieved shall, within ten (10) working days, take up the matter with his immediate Supervisor (who is not in the bargaining unit) and shall, together with any Supervisor within the unit, endeavour to settle the grievance. For this purpose he may if he wishes, be accompanied by a representative of the Union. The Supervisor shall give his decision in writing within five (5) working days of the grievance being submitted.
- 9.04** Failing satisfactory settlement within four (4) working days after the dispute was submitted under 9.03, the Employee concerned, together with the Union Representative shall, within five (5) working days, of the date of the Supervisor's decision, submit to the Department Head, a written statement of the particulars of the grievance and the redress sought. The Department Head shall arrange a meeting between himself and the parties involved within five (5) working days and shall render his decision, in writing, within five (5) working days of the meeting.
- 9.05** Failing satisfactory settlement after the decision has been rendered under 9.04, the Employee concerned, together with a representative of the Union, shall submit the Grievance to the City Manager, within five (5) working days indicating the particulars and the redress sought. The City Manager shall arrange a meeting with the parties involved and shall render his decision in writing within five (5) working days of the meeting.
- 9.06** If the Grievance is not settled under the procedures outlined above, the matter shall be referred to an Arbitration Board within fifteen (15) days after the decision of the City Manager is rendered, which Arbitration Board shall be established as follows:
- Both parties to the dispute shall each select a representative to sit on the Arbitration Board, and the two (2) representatives so selected shall endeavour to select an independent Chairman. Failing to agree on the selection of the independent Chairman, the representatives shall apply to the Minister of Labour of the Province of Alberta to appoint a Chairman. The decision of the Arbitration Board shall be final and binding on both parties. The parties to the dispute agree to bear the expenses of their own representatives and to share the expenses of the Chairman equally.
- 9.07** Either the City or the Union in a proper case for a policy grievance may grieve and proceed to Arbitration, if necessary, pursuant to the provision of Article 9.06.
- 9.08** For the purposes of this Article, working days shall be Monday to Friday, exclusive of weekends and statutory holidays

ARTICLE 10 SENIORITY

10.01 Seniority Defined

Seniority is defined as accumulated length of service with the Employer in a permanent position, since the last date of hire.

Seniority shall not apply to Casual or Temporary Employees; however, if a Casual or Temporary Employee is promoted to a permanent position, his/her time as a Casual or Temporary Employee will be applied when determining seniority.

Seniority shall operate on a Bargaining Unit wide basis.

An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

10.02 Probation for Newly Hired Employees

A newly hired Employee shall be on probation for a period of six (6) months from date of hiring. During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement except with respect to dismissal for cause, which is the sole right of the Employer.

After completion of the probationary period, seniority shall be effective from the original date of employment. Clause 10.02 shall not apply to Casual or Temporary Employees as defined under 3.04. However, if a Casual or Temporary Employee is appointed to a permanent position, then his time as a Casual or Temporary

Employee will be applied towards his probationary period.

10.03 Seniority During Absence

If an Employee is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer, he shall not lose seniority rights. An Employee shall only lose his seniority in the event:

- (a) He is discharged for just cause and is not reinstated.
- (b) He resigns.
- (c) After a lay-off he fails to return to work within three (3) working days after being notified to do so by registered mail and/or courier service with signed receipt by person on lay-off, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his current address.
- (d) He is laid off for a period in excess of twelve (12) consecutive months.

10.04 Job Security for Casual Employees

The City agrees to give preference to employment and re-employment of those Temporary or Casual Employees who have successfully completed three (3) months of continuous work in a temporary established position. For the purpose of this Clause, the City will maintain a record of those Employees continuously employed for more than three (3) months as Casual Employees during the past twelve (12) months.

10.05 Transfers Outside the Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without his consent and the Union shall be notified following any transfer(s).

ARTICLE 11 PROMOTIONS AND STAFF CHANGES

11.01 Job Postings

When a vacancy is declared by the Employer or a new position is created within the bargaining unit, the Employer shall, within ten (10) working days, post notice of the position for a period of five (5) working days on the applicable Employer's bulletin boards, so that all members will know about the vacancy or new position.

Where the Employer moves an Employee up a classification due to training, education and job skill/experience, this shall not be considered a new position or vacancy under this Article.

Where the Employer advertises the position outside the City service, the Employer agrees that a decision on the applications will not be made until all applicants from within the bargaining unit have been interviewed and assessed. Vacancies for Casual Labourers need not be posted.

11.02 Information in Postings

Such notice shall contain the following information:

"Nature of position, qualifications required, knowledge and education, skills, shift, wage or salary rates or range. Such qualifications may not be established in an arbitrary or discriminatory manner."

11.03 Promotions and Transfers:

Both parties recognize:

- (1) The principle of promotion within the service of the Employer.
- (2) That job opportunity should increase in proportion to length of service and related experience.

Therefore, in making staff changes, transfers or promotions, appointments shall be made of the applicant having the required qualifications and with the greatest seniority. The appointment will be made as soon as possible.

11.04 Qualifications Defined:

Qualifications shall include skill, ability, training, knowledge, efficiency and other related experience.

11.05 Trial Period

The successful applicant for the posted position shall be placed on trial for a period of six (6) months provided the Employee has served the required six (6) month probationary period. However, if a Casual Employee is appointed, then his time as a Casual will be applied to his probationary period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of a new job classification, he shall be returned to his former position, wage or salary and without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

11.06 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for qualifications prior to filling of vacancy. Such Employee will be given a trial period to qualify within a reasonable length of time, to be determined at the time of appointment by the Employee and the Employer, and to revert to his former position if the required qualifications are not met within such time.

11.07 Notification to Employee and Union

The Union shall be notified of all appointments, hiring, lay-offs, transfers, recalls and terminations of employment of Permanent Employees. The Union shall also be notified of the intent to reclassify positions prior to the reclassification. Notification of all formal on-site training courses shall be posted on bulletin boards. A permanent Employee wishing to participate in such formal training courses may apply to his/her Supervisor and his/her attendance shall be at the discretion of the affected Department Supervisors.

11.08 Desire to Transfer

A permanent Employee may annually in writing to the respective Department Supervisors, indicate a desire to transfer from one position or department to another position or department within the same job classification. When a vacancy occurs, and prior to filling the vacancy, the Employer will consider such requests on the basis of qualifications, seniority and work availability, and such applicants shall be contacted in respect to their transfer.

11.09 Temporary Assignment

The Employer may assign an Employee to work in another department within the same job classification on a temporary basis.

11.10 Permanent Assignment

The Employer may permanently assign an Employee to another department within the same job classification with the agreement of the Employee if there is no work for the Employee in his present department.

11.11 Casual, Temporary, Consideration for Permanent Position

No casual or temporary Employee will be considered for any permanent position except a permanent labourer position until all permanent Employees who have expressed an interest in the vacancy and who have the minimum qualifications to perform the work of the position have been considered. Should this apply to more than one employee, Articles 11.03, 11.05 and 11.06 shall be the deciding factor.

11.12 Newly required skills

Should a position be created that requires skills that were specifically not required by or for a position, then the Employer will advise the other Employees of the newly required skills pursuant to Articles 11.01 and 11.07.

11.13 Grievance on filling a position

Should a Grievance be filed on the filling of a position, the position shall not be considered permanent, until the requirements of Article 9 have been met.

ARTICLE 12 LAY-OFF AND RECALL PROCEDURE

12.01 Role of Seniority in Lay-Off for Permanent Employees

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off and provided the permanent Employee has the necessary qualifications as defined in Clause 10.01, permanent Employees shall be laid off in reverse order of their seniority.

12.02 Recall Procedure for Permanent Employees

Permanent Employees shall be recalled in order of their seniority.

12.03 No New Permanent Employees

No new permanent Employees shall be hired until those permanent Employees laid off in the classification being filled, or possessing the qualifications as defined in Article 10.01, have been given the opportunity of recall.

12.04 Advance Notice of Lay-Off

Notice of Lay-Off will be given in accordance with the appropriate provisions of the Alberta Employment Standards Code, however, no Permanent Employee will receive less than ten (10) working days notice of lay-off and no Temporary or Casual Employee will receive less than five (5) working days notice of lay-off.

12.05 Grievances on Lay-Off and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Clause 9.04 of the Grievance Procedure.

12.06 The Employer agrees to pay the Employer portion of coverage for all Employee benefit plans, subject to the provision of such plans, for Employees laid off for periods of less than six (6) months. In the event of a longer lay-off, Employees so affected have the right to continue total coverage by direct payments to the Employer. This Clause is not applicable to Temporary and Casual Employees.

ARTICLE 13 HOURS OF WORK

13.01 Standard Daily Hours

The regular work day shall not commence before 6:00 A.M. nor finish later than 6:00 P.M. No eight (8) hour shift shall be spread over a period longer than nine (9) hours, with one (1) hour off for lunch. A shift may spread over eight and one half (8 and 1/2) hours with one half (1/2) hour off for lunch if mutually agreed to between the majority of the Employees and the Employer.

13.02 Standard or Average Weekly Hours

The regular work week shall consist of five (5) days from Monday to Friday inclusive for a total of forty (40) hours per week.

The provisions of this Article are intended to establish a basis for the computation of overtime and shall not be construed as a guarantee of hours of work per day or per week.

13.03 Working Schedule

When the need arises, Employees shall be required to work shifts. The hours and days of work of each Employee shall be posted in an appropriate place at least one (1) week in advance except for street cleaning and snow removal. Hours of work shall be eight (8) hours per shift, Sunday to Saturday inclusive. Shift premium (differential) as per Schedule "A" will be paid to Employees for any hours of their shift (excluding overtime) performed between 1800 hours and 0600 hours of the next day. Employees that work four hours or more between 1800 hours and 0600 hours, the shift differential shall apply to all hours worked.

Employees may be required to work eight (8) hours inclusive of one-half (1/2) hour lunch break. Employees of the facilities section of the Community Services Department may be required to work a compressed work week provided pre-approval is requested and approved by the Facilities Director. This arrangement shall continue until such time as either the Union or the City request termination of the arrangement in writing.

Failure to provide at least ten (10) hours rest between regular scheduled shifts shall result in payment of overtime at established rates for any hours worked during normal rest periods. This clause does not apply to Employees involved in street cleaning or snow removal.

13.04 Paid Rest Period

An Employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and second half of the shift.

13.05 Reporting Pay Guarantee

An Employee reporting for work on his regular shift shall be paid a minimum of three (3) hours at his regular rate of pay or his regular rate of pay for all hours worked whichever is the greater.

13.06 Reporting Place

Employees shall report for duty at the place directed by the Employer.

ARTICLE 14 OVERTIME

14.01 Overtime Defined

Overtime rates shall be paid for any work performed during any hours other than regular hours. Overtime will be paid on the basis of regular wages excluding premium pay. All overtime shall be paid at 2 times (2X) the regular rate of pay, effective January 1, 2011.

14.02 Compensation for Overtime Worked

SCHEDULED OVER-TIME

Overtime is paid at the rate of one and one half times (1.5 X) the regular rate of pay for all hours over the regular shift that the Employee has received at least four (4) hours advance notice.

UNSCHEDULED OVER-TIME

Overtime is paid at the rate of two times (2 X) the regular rate of pay for all hours over the regular shift that the Employee has not received at least four (4) hours advance notice.

Article 14.02 shall be deleted effective January 1, 2011.

14.03 No Lay-Off to Compensate for Overtime

An Employee shall not be required to lay-off during regular hours to equalize for any overtime worked.

14.04 Sharing of Overtime

Overtime shall be divided as equally as possible among the Employees who are qualified to perform the work to be done.

It is understood that if an Employee is not available for overtime work such unavailability shall be deemed to be overtime offered for the purposes of this Clause.

14.05 Time Off in Lieu of Overtime

An Employee may take time off in lieu of overtime, at the appropriate overtime rate. Scheduled on-call overtime must be taken as paid overtime and is not eligible to be banked as time off in lieu of overtime.

In addition, such lieu time shall be granted subject to the approval of the Employer which shall not be unreasonably denied, provided the following conditions have been met:

- (a) Intent to take time off in lieu of overtime pay must be stated at the time the overtime is actually worked;
- (b) In taking of lieu time, the employee shall be required to take full shifts off only, or may be permitted by the City to take partial shifts off for other reasons, and shall be paid for such time at the dollar value when earned as overtime;
- (c) No more than forty (40) straight time hours of banked lieu time can be taken as time off by a Public Works Employee between May 1 and September 30;
- (d) Any overtime accumulated prior to December 01 must be scheduled prior to December 01 and taken before year-end, or shall be paid out at the dollar value when earned as overtime. By mutual agreement between the Supervisor and the Employee, in exceptional circumstances lieu time may be carried over to the following year and must be used before March 31.

14.06 Overtime work shall be on a voluntary basis except in cases of an emergency.

14.07 Meal Period

The Employer will make every reasonable effort to allow Employees time to have a hot meal where it appears that overtime may be in excess of one hour.

ARTICLE 15 GENERAL HOLIDAYS

15.01 Paid Holidays

The Employer recognizes the following as paid general holidays:

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

Four (4) hours on the last working day prior to Christmas Day and four (4) hours on the last working day prior to New Year's Day.

Any other day proclaimed as a holiday by the Federal, Provincial, or Municipal Governments.

Any day described above which is rescinded as a holiday by the Federal, Provincial, or Municipal Governments shall be deleted from this Article.

15.02 Compensation for Holidays Falling on Saturday and/or Sunday

When any of the above noted general holidays fall on a Saturday and/or Sunday (and the Employee is not scheduled to work on the Saturday or Sunday), the following Monday and/or Tuesday shall be deemed the day in lieu for the general holiday for the Employee.

15.03 Compensation for Working on a General Holiday

Where an Employee is required to work on a general holiday, the Employee shall be paid his regular rate of pay for the holiday, in addition to overtime at double-time (2X) for all hours worked on the general holiday.

15.04 Compensation for Holidays Falling on Scheduled Days Off

When any of the above noted holidays fall on an Employee's scheduled day off, the Employee shall receive another day off with pay at a time mutually agreed to between the Employee and the Employer.

15.05 Community Services Employees

Employees of the Community Services Department may receive pay in lieu of days off as mentioned in Clauses 15.03 and 15.04.

15.06 Christmas or New Year's Day

An Employee shall have either Christmas or New Year's Day off.

15.07 If an Employee is absent, his scheduled working day prior to or following the General Holiday, no payment shall be made for his General Holiday unless the absence is covered by a medical certificate or an authorized leave of absence.

ARTICLE 16 VACATIONS

16.01 Length of Vacations

An Employee shall receive an annual vacation with pay in accordance with his years of employment as follows:

One (1) year or more	three (3) weeks
Eight (8) years or more	four (4) weeks
Fifteen (15) years or more	five (5) weeks
Twenty-two (22) years or more	six (6) weeks

The Employer reserves the right to require all vacation in excess of four (4) weeks to be taken by the Employee during the period of November 1 - April 30.

16.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an Employee's vacation period, he shall be allowed an additional vacation day with pay at a time mutually agreed to between the Employee and the Employer.

16.03 Vacation Pay on Termination or Retirement

An Employee terminating his employment or retiring at any time in his vacation year before he has had his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation prior to his termination.

16.04 Preference in Vacations

If vacations are requested during the months of July and August, they shall be granted on the basis of seniority, subject to Article 16.05.

16.05 Vacation Schedule

Employees shall submit requests for annual vacation between March 1st and April 15th of each year, such vacation time to be approved by the Employer. The Employer shall post the vacation schedule by May 1st of each year and such schedule shall not be changed unless agreed upon by the Employee and Employer.

Vacations shall commence immediately following an Employee's regularly scheduled days off. In case of dispute, seniority shall apply.

16.06 Unbroken Vacation Period

An Employee shall be entitled to receive his vacation in unbroken periods of not less than one (1) week unless otherwise mutually agreed upon between the Employer and the Employee.

16.07 Approved Leave of Absence During Vacation

Where an Employee qualified for sick leave, bereavement or any other approved leave during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date mutually agreed to between the Employee and the Employer.

16.08 Overtime Vacation Rate

No Employee shall be required to work during his scheduled vacation period. However, should an Employee agree to work when requested during his scheduled vacation, he shall be paid at double the regular rate of pay plus one (1) vacation day for each day in which he performed work.

ARTICLE 17 SICK LEAVE PROVISIONS

17.01 Sick Leave Defined

Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor or dentist or because of an accident for which compensation is not payable under the Worker's Compensation Act.

17.02 Annual Paid Sick Leave

Each permanent Employee of the City shall be eligible for Eight (8) Hours of sick benefit credit for each completed calendar month of employment.

17.03 Accumulation of Sick Leave

The unused portion of an Employee's Sick Leave shall accrue to a maximum of twelve hundred (1200) hours. For the purposes of Article 17.08, accumulative Sick Leave shall not exceed nine hundred and sixty (960) hours.

17.04 Deductions from Sick Leave

An Employee, who, because of sickness, is unable to continue at his employment and completes only a portion of his normal duty period or shift in any one (1) day, shall be reported as sick for the uncompleted portion of that duty period or shift.

17.05 Proof of Illness

In all cases of sickness or non-occupational accident, the Employer may, at his discretion, require a medical certificate from the Employee before authorizing any sick payments.

17.06 Sick Leave During Leave of Absence and Lay-Off

When an Employee is laid off on account of lack of work, he shall not receive sick leave credits for the period of such absence but shall retain his cumulative credit, if any, existing at the time of such lay-off.

17.07 Sick Leave Record

Immediately after the close of each calendar year, the Employer shall advise each Employee, in writing, of the amount of such leave accrued to his credit.

17.08 Payment for Unused Sick Leave

A. In the case of severance of employment with the City resulting from death or total disability of the Employee, full payment of all accumulated sick credits of that Employee shall be paid by the City to the Employee or his estate as the case may be.

All Permanent Employees shall be subject to the following provisions and regulations:

- (a) Payment of accumulated sick credits shall be paid at the Employee's hourly rate of pay as of the termination date.
- (b) After one (1) year of continuous employment service, payment of accumulated sick credits will be made to any permanent Employee in the event of severance for any reason, at the rate of five (5%) of the accumulated sick credits at the time of severance for each full year of continuous service with the City of Camrose to a maximum of one hundred percent (100%) of the accumulated sick credits.

B. For the purpose of establishing the term of employment of an Employee as it affects payment under Clause 17.08, years of employment shall be calculated from the date of appointment as a Permanent Employee of the City, but in no case shall the accumulation of Sick Pay Benefits exceed nine hundred and sixty (960) hours.

ARTICLE 18 LEAVE OF ABSENCE

18.01 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits when required to leave their employment temporarily in order to carry on negotiations with the Employer or with respect to a grievance or arbitration.

18.02 Leave of Absence for Union Functions

An Employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay but without loss of benefits. Leave of absence without pay, but without loss of benefits shall be allowed for Employees to attend Executive and Committee meetings of C.U.P.E., its affiliated or chartered bodies.

18.03 Paid Bereavement Leave

- (a) An Employee shall be entitled to Bereavement Leave up to a maximum of three (3) consecutive working days with pay for serious illness, accident, or for the purpose of attending the funeral and/or making arrangements on the death of an immediate relative as follows: spouse, brother, sister, brother-in-law, sister-in-law, son, daughter, parent, father-in-law, mother-in-law, grandparent of the spouse or employee or grandchild.
- (b) Where the funeral occurs outside Alberta, such leave shall also include additional travel time not to exceed two (2) working days with pay, and outside Canada and/or the United States, three (3) working days with pay.
- (c) Spouse is defined as current spouse, including common-law spouse and same gender partner.

18.04 Mourner's Leave

One half (1/2) day leave may be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner.

18.05 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an Employee who serves as a juror or witness in any court. Notification for such leave shall be made, in writing, at least twenty-four (24) hours in advance. The Employer shall pay such Employee the difference between his normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The Employee will present proof of service and the amount of pay received. Time spent by an Employee required to serve as a court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay. No payment shall be made to any Employee who is called to Court as a witness as a result of any secondary employment.

18.06 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to an Employee requesting such leave for good and sufficient cause; such requests shall be submitted in writing at least forty-eight (48) hours in advance of such leave, through the immediate supervisor and upon the approval of the City Manager. The Employee may if he wishes to continue benefit coverage, prior to commencing such leave, make arrangements to pay one hundred percent (100%) of the cost of the Employer's share and one hundred percent (100%) of the Employee's share of the cost of such benefits. Should payments cease benefit coverages will no longer be provided.

18.07 Maternity, Parental and Adoption Leave

Maternity, parental and adoption leave shall be granted to permanent Employees in accordance with the Employment Standards Code and:

Maternity Leave

The City of Camrose provides job-protected Maternity Leave to eligible employees for a period before and after the birth of a child with the commitment that they will be reinstated in the same or similar position and rate of pay and without loss of seniority.

1. Eligibility

- a) To qualify for maternity leave, the Employee must be employed by the City for fifty-two (52) consecutive weeks in a permanent position.

2. Start of Leave

- a) A pregnant Employee can begin Maternity Leave at any time within the twelve (12) weeks before her estimated due date. The latest she can begin her Maternity Leave is the date of the birth of her child.
- b) A pregnant Employee may work as close to her due date as she prefers, provided there is no interference in the performance of her duties. If, during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy of an Employee interferes with the performance of her duties, the Department Manager may, by notice in writing to the Employee, require that she commence her Maternity Leave.

3. Length of Leave

- a) Birth mothers may take up to fifty-two (52) consecutive weeks of job-protected leave. This Leave can be up to 15 weeks of Maternity Leave and up to thirty-seven (37) weeks of parental leave. If parental leave is taken, it must be taken consecutively with Maternity Leave.
- b) Maternity Leave is comprised of two periods:

- i) Health-related leave – the six (6) week period the Employee is absent due to medical reasons. This may be extended for an additional nine (9) weeks for a total health related Leave of fifteen (15) weeks maximum, provided a physician provides documentation of a health related absence due to pregnancy.
- ii) Voluntary leave – the Leave following the health-related portion and includes parental leave.
- c) Under the Employment Standards Code, the birth mother must take at least six (6) weeks of Leave after the birth of her child as the health-related part of Leave. This requirement will only be waived if there is agreement between the City and the Employee as well as a Doctor's certificate indicating that returning to work will not endanger the Employee's health.

4. Requesting Maternity Leave

- a) A pregnant Employee is expected to give the City at least six (6) weeks' written notice before the date she intends to start her Leave. A medical certificate that confirms the pregnancy and the estimated date of birth may be required.
- b) The necessary six (6) weeks' notice will be waived if the Employee has health conditions related to her pregnancy. In this instance, the Employee will give a medical certificate with the estimated date of birth to the City within two (2) weeks after stopping work and starting Maternity Leave.

5. Benefits While on Leave

(a) The City shall pay ninety-five percent (95%) of the Employees regular salary for the first two (2) week period.

(b) Supplementary Compensation

For the remaining portion of the health-related Leave, the City shall provide supplementary compensation to the Employee, which combined with Employment Insurance Benefits, will equal ninety-five percent (95%) of the Employee's regular earnings (fifty-five percent (55%) EI and forty percent (40%) City supplementary plan). This supplementary compensation is contingent upon the Employee receiving Employment Insurance benefits, which the City may require proof of.

- a) During the health-related portion of Leave, the Employees' benefit coverages will continue with the Employer and Employee each contributing their portion. If an Employee decides to continue some or all of their benefits during the voluntary portion of the Maternity Leave, the Employees are required to pay both the Employer and Employee portions of the premiums by providing, in advance, post-dated cheques.
- b) Holidays and/or sick days will not accrue during Maternity Leave.

6. Returning to Work

- a) Employees must give the City at least four (4) weeks of written notice before the date they intend to return to work.
- b) Four (4) weeks written notice must also be given if Employees intend to change their return date or decide not to return to work.

Parental Leave

Pursuant to Employment Insurance benefits, unpaid job-protected Parental Leave that can last up to thirty-

seven (37) weeks is available to birth mothers after Maternity Leave as well as to birth fathers and adoptive parents following the birth or adoption of a child.

1. Eligibility

- a) To qualify for Parental Leave under the Employment Standards Code, the Employee must have worked for the City for fifty-two (52) consecutive weeks.

2. Start of Leave

- a) If the Employee is the birth mother, she can take up to thirty-seven (37) weeks of unpaid Parental Leave following Maternity Leave. If the Employee is the birth father or adoptive parent, the Parental Leave can begin within fifty-two (52) weeks after the birth or placement of the child.

3. Length of Leave

- a) Parental Leave may be taken by one parent or shared between two parents. The total combined parental leave cannot exceed thirty-seven (37) weeks. If both parents work for the City, Paternal Leave does not have to be granted by the Employer for both Employees at the same time.

4. Requesting Parental Leave

- a) In order to take Parental Leave as a birth father or adoptive parent, the Employee must give the City six (6) weeks' notice before the intended date to start the Leave. If the notice is unable to be given due to health-related reasons or adoption circumstances, the Employee should provide notice to the City as soon as possible.
- b) As the birth mother, Parental Leave begins the day that Maternity Leave ends. Additional notice is not required to access Parental Leave.

5. Benefits While on Leave

- a) An Employee continuing their benefits during Parental Leave are required to pay both the Employer and Employee portions of the premiums by providing, in advance, post-dated cheques.
- b) Holidays and/or sick days will not accrue during Parental Leave.

6. Returning to Work

- a) Employees must give the City at least four (4) weeks of written notice before the date they intend to return to work.
- b) Four (4) weeks written notice must also be given if Employees intend to change their return date or if Employees decide not to return to work.

18.08 Family Illness Leave

Sick leave shall be granted to an Employee to a maximum of twenty-four (24) hours per calendar year for the purpose of attending to the medical needs of the Employee's parents, Employee's spouse, or the Employee's child(ren). On request, Employees shall be required to show proof of medical care.

18.09 Compassionate Care Leave

An Employee shall be granted an unpaid leave for up to six (6) weeks, in accordance with the provisions of the Employment Insurance Compassionate Care Benefit Plan, to care for a family member (as defined in the Legislation) who has a serious medical condition with a significant risk of death. 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 pre-paying both the Employee and Employer share of benefit premiums. On return from leave, Employees will be placed in their former position.

ARTICLE 19 PAYMENT OF WAGES AND ALLOWANCES

19.01 Pay Days

The Employer shall pay, by direct deposit, every second Friday, wages in accordance with Schedule "A" attached hereto and forming part of the Agreement.

19.02 Equal Pay for Equal Work

Employees shall receive equal pay for equal work regardless of an Employee's sex.

19.03 Rate of Pay Promotion

When an Employee is promoted to another classification, the Employee shall receive, at the time of appointment, the rate of pay for that position.

19.04 Pay on Temporary Transfers, Higher Rated Job

Any Employee required to assume the duties of a higher classification shall be paid for the higher classification for actual hours worked except for a training period for unqualified Employees.

19.05 On Call Provision

(a) An Employee scheduled for on-call duty shall receive the following:

Monday to Friday inclusive	Two (2) hours per day
Saturday and Sunday	Three (3) hours per day
Holidays listed in Article 15	Fours (4) hours per day, plus overtime rates for actual time worked.

(b) All hours actually worked by "On Call" Employees shall be paid at overtime rates in accordance with overtime of this Agreement.

(c) Employees in the water, wastewater or other municipal services may be scheduled to be "on call" to perform facility inspection, maintenance or emergency responses to after hours incidents and will receive on-call pay as noted above.

(d) All Employees scheduled for "on call" duty must reside in the City of Camrose.

(e) City of Camrose employees that are in the bargaining unit and who have the necessary qualifications shall have the first option to be assigned on call schedules. Non-bargaining unit employees may be assigned on call shifts only after bargaining unit employees have exercised their option.

19.06 Call Back

Employees called back to work after completing their regular shift or called back to work on a scheduled day off shall be compensated at the overtime rate of pay for all hours worked, with a minimum of two (2) hours at the overtime rate.

ARTICLE 20 JOB CLASSIFICATION AND RECLASSIFICATION

20.01 Job Descriptions

As per Schedule "B" attached hereto and forming part of this Agreement.

20.02 No Elimination of Present Classification

Existing classifications shall not be eliminated without prior agreement with the Union.

20.03 Changes in Classification

When the duties or functions of work in any classification are changed or increased or where the Union and/or an Employee feels he is unfairly or incorrectly classified, or when a position not covered in Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union.

If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an Employee.

ARTICLE 21 EMPLOYEE BENEFITS

21.01 Pension Plans

In addition to Canada Pension Plan, every eligible Employee shall join the Local Authorities Pension Plan. The Employer and Employee shall make contributions in accordance with the provisions of the Plan.

21.02 Extended Health Coverage

The Employer shall contribute seventy-five percent (75%) and the Employee twenty-five percent (25%) of the premium cost of the Extended Health Group Insurance Plan, in accordance with City of Camrose Personnel Policy. The plan shall cover the Employees and their dependents excluding temporary and casual Employees.

Effective April 1, 2009, the Employer shall provide a drug card under the existing Extended Health Plan for prescription drug purchases.

Vision Care

A Vision Care Plan is included in the Extended Health and Dental Plan and the Employer shall pay seventy-five percent (75%) of the premiums and the Employee shall pay twenty-five percent (25%) of the premiums, effective April 1, 2009.

21.03 Group Life Insurance Plan

The City shall pay seventy-five percent (75%) and the Employee twenty-five percent (25%) of the premiums to the present Group Insurance Plan, or to any plan mutually agreed to by both parties, excluding temporary and casual Employees.

21.04 Workers' Compensation Pay Supplement

An Employee prevented from performing his work on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and his regular salary for a maximum of twelve (12) months. After twelve (12) months have been exceeded, the Employee shall receive the compensation amount payable by the Workers' Compensation Board."

21.05 Dental Plan

The Employer shall pay seventy-five percent (75%) and the Employee twenty-five (25%) of the premiums for a basic Dental Plan. Such plan to cover the Employees and their dependents excluding temporary and casual Employees. The additional benefit of a Dental Plan for Major and Orthodontic services is provided with the Employer paying seventy-five percent (75%) of the premium and the Employee paying twenty-five percent (25%).

21.06 Long Term Disability

A Long Term Disability Plan is available with the Employee paying one hundred percent (100%) of the premium cost. Long Term Disability coverage was made available on a voluntary basis to full time Employees up to July 1, 1998. Full time Employees hired after July 1, 1998, as a condition of employment, are required to participate in the Plan and pay one hundred per cent (100%) of the premium.

ARTICLE 22 UNIFORMS AND CLOTHING ALLOWANCE

22.01 Supply of or Allowance for Work Clothing or Uniforms

(A) The Employer shall supply, at his cost, clothing to Permanent Employees according to the following:

(1) Safety boots, where required by Occupational Health and Safety Branch, or the City, will be partially funded as follows:

The City will, upon satisfactory completion of the probationary period, pay seventy-five percent (75%) of the cost of these boots to a maximum of One hundred and seventy-five dollars (\$175.00) and such boots to be of a quality approved by the Canadian Standards Association. Replacements will be provided upon pre-authorization of the Department Head and presentation of old worn out boots.

(2) Coveralls shall be provided for:

- (a) Water and Sewer Employees
- (b) Community Services
- (c) Garage Employees
- (d) Roads (for tarring and oiling)
- (e) Painters

(3) Rubber boots shall be provided for:

- (a) Water and Sewer Employees
- (b) Community Services
- (c) Cemetery

(4) Raincoats shall be provided for:

- (a) Water and Sewer Employees
- (b) Community Services

(5) Welding gloves shall be provided for:

- (a) Welders

(6) Rubber or work gloves shall be provided as needed.

(B) At the discretion of the Employer clothing and uniforms will be provided to casual employees.

Safety boots, where required by Occupational Health and Safety Branch or the City, will be partially funded for casual Employees as follows: casual Employees shall be reimbursed seventy-five percent (75%) of the cost of these boots to a maximum of One hundred and seventy-five dollars (\$175.00) upon presentation of the receipt and must complete two (2) months of continuous employment with the City. If the Employee does not meet this two (2) month requirement, the receipted amount shall be deducted from their final pay cheque.

All items issued to the Employees shall be signed in and out, with the exception of safety boots.

22.02 Maintenance of Work Clothing or Allowance

It shall be the responsibility of the Employer to clean, launder and maintain all clothing and equipment issued.

ARTICLE 23 GENERAL CONDITIONS

23.01 Allowance for Tools

The Employer shall supply all tools and equipment required by Employees in the performance of their duties. Replacement will be made by producing the worn or broken tool.

23.02 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

ARTICLE 24 WAGES AND RETROACTIVITY

24.01 Wages

The minimum wages of those Employees covered by this Agreement shall be as set forth in Schedule "A" attached hereto.

24.02 Retroactive Pay for Terminated Employees

An Employee who has severed his employment between the termination date and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages and salaries, upon written application within thirty (30) calendar days of signing this Agreement.

ARTICLE 25 TERM OF AGREEMENT

25.01 This Agreement shall be binding and remain in effect from the 1st day of January, 2009 to the 31st day of December, 2011, A.D., and shall continue from year to year thereafter unless either party gives to the other party notice in writing, between the period of sixty (60) days and one hundred and twenty (120) days prior to the termination date, that it desires to terminate or amend this Agreement. Where such notice is given, the parties shall enter into negotiations for a renewal or revision of the Agreement within thirty (30) days.

25.02 Both parties to the Agreement shall exchange bargaining proposals within fifteen (15) days of the first time they meet for the purpose of collective bargaining or within any longer time agreed on by the parties.

25.03 When notice to commence bargaining has been served, this Agreement shall remain in effect until:

- (a) A new Collective agreement is concluded.
- (b) The right of the bargaining agent to represent the Employees is terminated, or
- (c) A strike or lockout commences.

SIGNED ON BEHALF OF THE:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1425:**

CITY OF CAMROSE:

PRESIDENT

MAYOR

SECRETARY-TREASURER

**MANAGER, CORPORATE & PROTECTIVE
SERVICES**

Schedule "A" Hourly Wages and Employee Classifications

January 1, 2009 - December 31, 2011

Classification	2008	January 1, 2009 4.0%*	July 1, 2009 3.0%	January 1, 2010 4.0%	January 1, 2011 4.0%
Casual	\$12.77	\$12.77	\$13.15	\$13.68	\$14.23
Casual 2	\$15.99	\$15.99	\$16.47	\$17.13	\$17.81
Permanent Labourer	\$17.11	\$17.79	\$18.33	\$19.06	\$19.82
Operator 1	\$19.37	\$20.14	\$20.75	\$21.58	\$22.44
Operator 2	\$20.39	\$21.21	\$21.84	\$22.72	\$23.62
Operator 3	\$21.45	\$22.31	\$22.98	\$23.90	\$24.85
Operator 4	\$22.60	\$23.50	\$24.21	\$25.18	\$26.18
Senior Operator	\$24.11	\$25.07	\$25.83	\$26.86	\$27.93
Mechanic/Welder	\$26.21	\$27.26	\$28.08	\$29.20	\$30.37
Shop Foreman/Mechanic	\$29.57	\$30.75	\$31.68	\$32.94	\$34.26

* Except Casual Staff

PREMIUM PAY

Multiple Journeyman Designations (Automotive Mechanic, Heavy Duty Mechanic or Welding Journeyman) shall receive a premium of Two Dollars (\$2.00) per hour effective January 1, 2008.

Effective March 1, 2009 where an Employee is assigned to, and their primary job function is in the water/wastewater system, they shall receive a Premium Pay as follows:

Operator 2	\$0.50 per hour
Operator 3	\$1.00 per hour
Operator 4	\$2.00 per hour
Senior Operator	\$2.00 per hour

In addition to the above, Premium Pay will be provided for Employees who hold the following certifications, effective March 1, 2009:

Alberta Environment Class III	\$1.00 per hour
Alberta Environment Class IV	\$2.00 per hour

SHIFT PREMIUM

Shift premium (differential) of One Dollar (\$1.00) per hour will be paid for all scheduled shifts, which fall outside the hours as outlined in Article 13.03. Shift premium will apply to all classifications.

RATES FOR LEADHAND

A Leadhand is one who, over and above his regular work, is designated to supervise or direct five (5) or more Employees, but remains under the supervision of a Superintendent. A Leadhand shall receive One dollar and twenty-five cents (\$1.25) per hour for such duty. The Leadhand rates do not apply to the position of Senior Operator/Supervisor.

If an Employee is receiving premium pay for Leadhand for a continuous period in excess of eight (8) months, the Employee shall continue to receive this premium pay while on vacation.

ALL CLASSIFICATIONS

Employees of all classifications may be required to carry out Labourer's duties from time to time.

REPAIRING EQUIPMENT - RATE OF PAY

Employees operating equipment will receive Operator rate of pay while servicing or repairing such equipment.

APPRENTICE MECHANIC

Apprentice Mechanic wage rate shall be set at a ratio of the Mechanic wage rate as established by the Motor Mechanic Trade Regulations.

SPORTS FIELD OPERATORS COURSE

When an Employee classified as a Permanent Labourer is employed in Kinsmen Park on a full time basis and has successfully completed the Sports Field Operators Course, the Employee shall be paid at the Operator 1 rate.

SCHEDULE "B" – Job Descriptions

General

Employee Job Classifications and reclassifications will be governed by:

- Employee Education and Certifications in a relevant field.
- Experience on the Job and skill level in the relevant field.
- The Duties and Responsibilities related to the position held.
- Demonstration of safe work practices.
- The leadership and team building attributes displayed by the Employee.
- The need for reclassification as determined by the Employer.
- All Employees must hold a valid Class 5 Drivers License at minimum.
- Any Employee may be required to obtain an alternate fuel certification.
- Any Employee may be required to qualify for a First Aid Certificate.
- All Employees are encouraged to participate in training programs to increase and advance their knowledge in job related fields.
- If training is required and approved by the Employer and successfully completed by the Employee, the Employer will pay the course registration fees and related authorized expenses.
- When a need for reclassification is determined by the Employer, the Employer will attempt to recognize, through reclassification, Employees who show initiative through increased education, increased job

experience, increased job skill level, who demonstrate the ability to take on increased responsibility and more complex duties, and who demonstrate leadership and team building skills.

- All Employees, regardless of classification, may be required to perform manual labour duties.
- All Employees may be required to work early morning, late evenings, weekends or holidays.

Casual Laborer

- Casual or temporary basic labour position requiring simple manual labour using hands or common labour tools, non-complex hand held and affixed power tools and machines, maintenance equipment of 50H.P. or less, and vehicles of one ton or less.
- Varied work quickly learned and closely supervised.
- Manual labour which may involve the operation of non-complex machines such as pumps, jackhammers, tampers, weed sprayers, chainsaws, snow blowers, chippers, and vehicles of one ton or less.

Casual Labourer 2

- Must meet all the requirements and be qualified to perform all of the duties of a Casual Labourer.
- Must have a minimum of 700 hours of accumulated service within the bargaining unit or significant experience in the designated field.

Permanent Labourer

- Basic labour position requiring simple manual labour using hands or common labour tools, non-complex hand held and affixed power tools and machines, maintenance equipment of 50 H.P. or less, and vehicles of one ton or less, as well as semi-skilled manual labour which may involve the operation of non-complex machines such as pumps, jackhammers, tampers, weed sprayers, chainsaws, snow blowers, chippers, and vehicles of one ton or less.
- Varied work, quickly learned and closely supervised.
- May be required to take on supervisory responsibility for small crews (Lead Hand premium would apply where the Employee is supervising 5 or more other Employees).

Operator 1

- Must meet all the requirements and be qualified to perform all of the duties of a Permanent Labourer.

- Shall be qualified and directed to operate and perform minor maintenance of light equipment such as rubber tired farm or industrial tractors which may include attachments such as a front end loader or sweeper, self propelled road packers, small self propelled machines such as sweepers, snowplows, weed sprayers, and all types of trucks up to and including Single Axle Trucks.
- May be required to supervise the work of other employees (Lead Hand Premium would apply where applicable)
- Must be able to perform duties with only general supervision.
- May be required to perform On-Call Duties
- May be required to have an Air Brake Endorsement Certificate.

Operator 2

- Must meet all the requirements and be qualified to perform all the duties of an Operator 1.
- Shall be qualified and directed to operate and perform minor maintenance of equipment such as ice re-surfacers, steamers and all types of trucks up to and including Tandem Axle Trucks (including attachments such as speed plough, sander, and underbelly blades).
- Shall be required to communicate tactfully and effectively with the public.
- May be required to supervise the work of other Employees and must be able to perform duties with only general supervision. (Lead Hand Premium would apply where applicable.)
- Where applicable, may be required to operate a loader to load own truck when required.
- Where applicable, may be required or have obtained a Class 3 Driver's License and an Air Brake Endorsement Certificate.
- May be required to have successfully completed a Level I Arena, Pool Operator I, Sports Field Operators', or equivalent Parks or Public Works Maintenance Course.
- May be required to maintain an Alberta Environmental Class I Operator Certification in the area of responsibility.

Operator 3

- Shall be required to meet the applicable requirements or be qualified to perform any the duties of an Operator 2.
- Shall be able to complete tasks with only general direction, and limited supervision from supervisor.
- Where applicable, shall successfully maintain a Level II Arena, Pool Operators' II, equivalent Parks Maintenance or Public Works Operations Course.
- May be required to maintain an Alberta Environmental Class I Operator certification in multiple disciplines.

- Where applicable, may be required to hold a valid Class 3 Drivers License with Air Endorsement.
- May be required to be qualified to operate and perform minor maintenance of trucks of up to and including three axles.
- Where applicable, must be qualified to operate and perform minor maintenance on moderately heavy mobile equipment such as industrial tractors, crawler or rubber tired equipment with blade or bucket, self propelled rubber tired ditching machines, street sweepers.
- May be required to maintain a Pesticide Applicators' License.
- Where applicable, must be qualified and will be required to perform maintenance on process equipment such as pumps, motors, feeders, blowers, centrifuges, sensors, instrumentation, traffic signals and other public works and utility equipment and/or machinery.

Operator 4

- Shall meet all of the requirements and be qualified to perform all of the duties of an Operator 3.
- Shall be able to perform more complex tasks and make decisions within general operating guidelines, with limited supervision.
- Where applicable, may be required to have successfully completed an advanced Public Works Operations Course or have obtained an Alberta Environment Class II Operators Certificate.
- Where applicable shall be qualified to operate and perform minor maintenance on complex heavy mobile equipment such as Backhoes, Motor Graders and Vector Truck.

Senior Operator / Supervisor

- Shall meet all of the requirements and be qualified to perform all of the duties of an Operator 3, or Operator 4, where applicable.
- Shall be able to supervise and direct the work of other Employees, make decisions based on municipal policy, and manage projects and routine workload with minimal supervision or direction.
- Must be able to perform and take responsibility to complete complex tasks correctly with minimal supervision according to municipal or provincial policy.
- Must be able to accept responsibility for the accuracy and completeness of work, including, where applicable signing off test results and reports for submission to the Province of Alberta as required under various municipal approvals.

- May be required to have formal training in Leadership or Foremanship and possess the ability to effectively motivate, supervise and direct staff.
- Where applicable, must have a diploma or Senior Certification in a relevant field from an accredited institution or association.
- Where applicable may be required to maintain one or more Alberta Environment Class II Operators Certificates or higher.
- Leadhand Premium will not apply.

Mechanic or Welder

- Shall perform repairs and maintenance to City owned or operated equipment including mobile and stationary equipment as well as other duties as assigned.
- Shall hold a valid Occupational Certificate (as defined by the Apprentice and Industry Training Act) as a Heavy Duty and/or Automotive Mechanic, and/or Journeyman Welder.
- Shall hold a valid Class 3 Drivers License or higher, with Air Brake Endorsement.
- A mechanic may be required to upgrade to obtain both Heavy Duty and Automotive Certificate.

Shop Foreman/Mechanic

- Shall meet all requirements and be qualified to perform all of the duties of a Mechanic.
- Shall hold a valid Occupational Certificate (as defined by the Apprentice and Industry Training Act) as a Heavy Duty and Automotive Mechanic.
- Shall manage the Public Works Shop and supervise all shop mechanics, personnel, and activities.
- Shall be responsible for operation of the Fleet Management System.

Apprentice Mechanic

- Shall perform the duties of a Mechanic under the direct supervision of a Mechanic or Shop Foreman/Mechanic.
- Apprentice Mechanic wage rate shall be set at a ratio of the Mechanic wage rate as established by the Motor Mechanic Trade Regulations.

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CAMROSE
(the Employer)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1425
(the Union)

Re: Length of Vacations, Long Service Pay, and Health and Wellness

The City of Camrose plans to review Length of Vacations, the options for possible Long Term Service Pay, and other Health and Wellness Benefits for out of scope City Employees.

If, during the course of this Agreement dated January 1, 2009 to December 31, 2011, the City implements additional benefits to out-of-scope City employees related to Length of Vacations, Long Service Pay, or Workplace Wellness initiatives, these benefits will also be offered to CUPE Employees. City Management will meet with the CUPE Executive to discuss, subject to CUPE Executive approval, the immediate implementation by Letter of Understanding.

SIGNED THIS 1 DAY OF April, 2009

CUPE Local 1425

City of Camrose

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CAMROSE
(the Employer)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1425
(the Union)

Re: Classification of Community Services Employees – Facilities Section

Currently some Employees in the Community Services Facilities Section move between classifications depending on seasons and work duties. The City of Camrose agrees that over time, Employees who spend the majority of a calendar year at a higher classification, should, in most cases, be permanently reclassified to the higher classification.

It is therefore agreed that Employee classifications and duties will be monitored in 2009 and that a meeting with CUPE Executive will be scheduled in November of 2009 to confirm the reclassification of a number of Community Services Facilities Employees (to be effective January 1, 2010), based on the following framework:

- 1) Existing Community Services Facility Employees who worked more than 1040 hours at a higher classification (Operator 2's who work part of the year as Operator 1, or Operator 3's who work part of the year as Operator 2 or Operator 1) during the 2009 calendar year, will be re-classified to the higher classification. Employees under 1040 hours who have been working at a higher operator pay shall also be reviewed.
- 2) When new Employees are hired, their classification will be established based on the duties that they will perform during the majority of the year.
- 3) CUPE recognizes that the number of Operator 2's and Operator 3's required in the facilities section will be established by management, and that attainment, by an Employee, of appropriate certification, will not guarantee a re-classification.

SIGNED THIS 1 DAY OF April, 2009

CUPE Local 1425

City of Camrose
