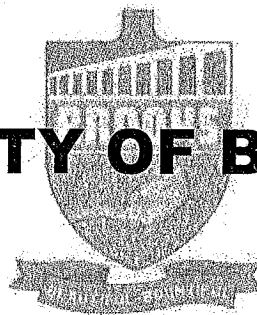


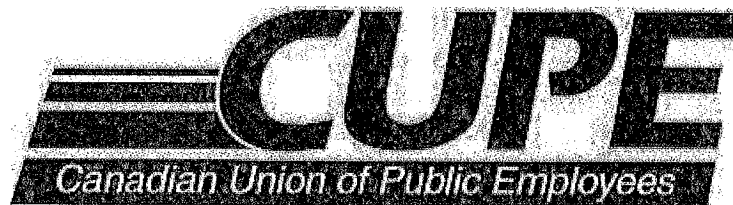
COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF BROOKS



AND



LOCAL 1032

January 1, 2012 to December 31, 2014

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**THIS AGREEMENT MADE THIS 10 DAY OF APRIL, 2012
BETWEEN:**

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

PARTY OF THE FIRST PART

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1032
(hereinafter called the "Union")

PARTY OF THE SECOND PART

The City of Brooks and the Union agree with each other as follows:

ARTICLE 1 – PREAMBLE

WHEREAS it is the purpose of both parties to this agreement:

- (1) To maintain and improve harmonious relations between the Employer and the Union;
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to wages, working conditions, employment, services and benefits;
- (3) To encourage efficiency in operation;
- (4) To enhance the quality of service provided to the people of the City of Brooks; and
- (5) To promote the morale, well-being and security of all the Employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that matters pertaining to the working conditions of Employees be described in a Collective Agreement;

ARTICLE 2 – TERM OF THE AGREEMENT

- 2.01 This Agreement shall be in full force and effect as of January 1, 2012 and shall continue in full force and effect until December 31, 2014, and from year to year thereafter except as herein provided.
- 2.02 Either of the parties hereto may serve notice to commence Collective Bargaining by notice in writing not less than sixty (60) days nor more than one hundred twenty (120) days prior to the expiry date of this Agreement. Following notice, the parties agree to exchange proposals.
- 2.03 If neither party submits notice as per Clause 2.02, this Agreement shall continue from year to year thereafter until notification of a desire to amend or terminate is given within the aforementioned sixty (60) to one hundred and twenty (120) days in a subsequent year.
- 2.04 If amendment is desired, the contents of the amendment shall be transmitted to the other party at the first Collective Bargaining meeting and the existing Agreement shall remain in force until the process of Collective Bargaining has been completed in accordance with the provisions of the Labour Relations Code or the parties hereto are in a legal position to conduct a lockout or strike vote, whichever first occurs. Changes in this Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by authorized representatives of the parties to this Agreement. Such changes shall form part of the Collective Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 3 – SCOPE

This Agreement shall apply to the Employees of the City for whom the Union has the exclusive right to bargain as set out in the Labour Relations Board Certificate No. 234-2005 or any amendments thereto.

The scope of this Agreement excludes those Employees herein defined as temporary or casual and those officers and Employees of the City who exercise managerial functions or are employed in a confidential capacity in a manner relating to labour relations as defined in the Labour Relations Code.

ARTICLE 4.– DEFINITIONS

4.01 Employee

- (a) The word "Employee" when used in this agreement shall mean a permanent Employee assigned to a permanent position coming within the scope of this agreement.

4.02 Permanent Employee

The words "permanent Employee" when used in this Agreement shall mean an Employee who is filling a permanent position. For purposes of Articles 24, 28 and 29.07, "permanent Employee" will include any "probationary Employee".

4.03 Permanent Position

The words "permanent position" when used in this Agreement shall mean a position established by the City as a permanent position as set out in Appendix B.

4.04 Probationary Employee

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

4.05 Temporary or Casual Employee

A "temporary Employee" is a person hired for a specific project or job of a limited duration, or one who works occasionally, usually on a "call" basis.

4.06 Permanent Part Time Employee

When used in this agreement shall mean an Employee who works in a permanent position on a regular basis but less than the regular daily, weekly or monthly hours of work.

4.07 Regular Hours of Work

The words "regular hours of work" when used in this agreement shall mean assigned daily hours of work exclusive of overtime.

4.08 Regular Rate of Pay

The words "regular rate of pay" when used in this agreement shall mean the rate of pay assigned to an Employee as set out in the Schedule of Wages.

4.09 Operational Requirements

Operational requirements are those tasks and responsibilities that are necessary for the continuing productive and efficient operations of the City and its services.

4.10 Promotion

The word "promotion" when used in this agreement shall mean the advancement of an Employee to a position with a higher rate of pay than his present position.

4.11 Shift

"Shift" means the regular daily hours of work assigned to an Employee.

ARTICLE 5 - RECOGNITION

5.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees Local 1032 as the sole and exclusive bargaining agent for all of its permanent Employees as per authority granted by the Labour Relations Code.

5.02 No Employee shall be required to make any written or verbal agreement with the Employer or his representatives which may conflict with the terms of this collective agreement.

ARTICLE 6 – MANAGEMENT RIGHTS

6.01 The Union further recognizes that it is the exclusive right of the City to exercise all the usual and customary rights of management. Such managerial rights include, but are not limited to, the right of the City to manage its business, direct the working forces, make rules and regulations and the right to hire, suspend, discharge, discipline, layoff, transfer, classify, promote or demote any Employee, except as expressly limited by this Agreement. The question of whether any management rights are expressly limited by this Agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 7 - NO DISCRIMINATION

7.01 Employer Shall Not Discriminate

- (a) The Employer shall at no time show discrimination against Employees because of their connection with the Trade Union organization.
- (b) The Employer agrees there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee which would be in contravention of the *Alberta Human Rights, Citizenship and Multiculturalism Act*.

ARTICLE 8 - UNION MEMBERSHIP

8.01 Those Employees who are members of the Union will maintain their membership therein during the life of this contract.

ARTICLE 9 - CHECKOFF OF UNION DUES

9.01 Check off

The Employer agrees to deduct from the pay of each Employee covered by this Agreement employed by the Employer, a monthly fee equal to any monthly dues or assessments levied, in accordance with the CUPE Local 1032 By-Laws.

The Union agrees that monthly dues or assessments will be levied on a uniform basis across the membership.

9.02 Deductions

Deductions shall be made monthly and shall be forwarded to the Secretary-Treasurer of the Union not later than the 10th day following the deduction, accompanied by a list of all Employees from whose wages the deductions have been made including the Employee's current address & phone numbers.

ARTICLE 10 - LABOUR/MANAGEMENT RELATIONS

10.01 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers, shop stewards and other committee members.

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

10.03 One representative of the Union, as authorized under Clause 10.01 in addition to the grievor, shall have the right of attending grievance meetings with the Employer held within working hours without loss of regular pay, upon consent of the Department Head. Consent will not be unreasonably denied.

ARTICLE 11 - EMPLOYMENT

11.01 Probation:

- (a) The probationary period for new Employees engaged in permanently established positions shall be six (6) months, with the City reserving the right where warranted by special circumstances to extend this period a further three (3) months.
- (b) In the event the probationary period is extended, the Employee and the Union shall be provided with written reasons and the Employee shall be advised of what he is required to do to bring his work up to the required standard. Probation is served once at the outset of the employment relationship and no Employee shall be required to serve more than one probationary period. The trial period set out in Article 15.04 shall not be considered a probationary period.

11.02 Probationary Employees who do not meet the requirements of permanent position during the probationary period may be discharged without or with cause and without recourse to the grievance or arbitration procedures. The Probationary Employee shall be provided with the reason in writing for termination and a copy of such will be provided to the Union. Where applicable, such Probationary Employees who are terminated without cause will be provided with notice or pay in lieu of notice in accordance with the requirements of the Employment Standards Code.

11.03 The Union shall be notified in writing of all appointments, hiring, layoffs, transfers, recalls and terminations within the bargaining unit.

11.04 Prior to completing the probationary period, a Probationary Employee must secure a medical paid by the Employer before being accepted on as permanent staff. After completion of the probationary period, seniority shall be effective from the original date of employment.

11.05 When filling vacancies, including promotions, the Employee may be subject to a criminal record check. If the criminal record check is not satisfactory, the Employee shall remain in his current position. The City shall be responsible for any costs associated with acquiring a criminal records check.

11.06 All offers of employment for new employees are conditional upon the City's review of and satisfaction with the employee's criminal records check. The City reserves the right to void any and all offers of employment in its sole discretion based on a review of the criminal record check to be produced.

ARTICLE 12 - HOURS OF WORK

12.01 Public Works

The regular hours of work shall be eight (8) hours per day, Monday to Friday with the following exceptions:

1. Garbage collection may be scheduled from Monday to Saturday. The regular hours of work for garbage collection. Employees may be scheduled by the Employer to provide for an average of forty (40) hours per week in each four (4) week period.
2. Sanding streets, snow removal and street sweeping on a seasonal basis.
3. For the seasonal seven (7) days coverage for the irrigation operation, hours and schedules may be changed.
4. Employees may be scheduled to work 80 hours in a consecutive 10 day period followed by 4 consecutive days off.

With the exception of 12.01(4) where there is a deviation from the regular Monday to Friday schedule, the schedule shall be five (5) consecutive days.

Public Works Office Clerk - eight (8) hours per day Monday to Friday.

12.02 Office and Clerical Staff

The regular hours of work shall consist of a thirty six and one quarter (36.25) hour week made up of five (5) seven and one quarter (7.25) hour scheduled from Monday to Friday inclusive. Regular hours of work shall be scheduled between 7:30 a.m. and 5:30 p.m.

The regular hours of work for the recreation clerk may consist of a forty (40) hour week made up of five (5) eight (8) hour days scheduled from Monday to Friday. Regular hours of work shall be scheduled between 8:00 a.m. and 7:00 p.m.

The regular hours of work for the R.C.M.P. Clerks shall consist of seven and one quarter (7.25) hours per day for a total of thirty six and one quarter (36.25) hours per week, Monday to Saturday inclusive, with regular hours of work scheduled to be between 7:00 a.m. and 6:00 p.m.

12.03 Recreation Staff

The regular hours of work shall consist of eight hours per day, forty hours per week, with a twenty minute paid lunch break. Upon mutual agreement between the Employer and the Employees affected, recreation staff Employees may work in excess of eight (8) hours per day to a maximum of twelve (12) hours per day at a regular rate of pay,

provided the average hours of work in a four week period shall not exceed forty hours per week.

12.04 Technical Staff and Building Maintenance Staff

The regular hours of work for the technical staff and building maintenance staff shall average forty (40) hours per week for each four (4) week period.

12.05 Parks

The regular hours of work shall be eight (8) hours per day, Monday to Friday, however, the hours of work may be scheduled to provide for an average of forty (40) hours per week for each four (4) week period.

12.06 Where the regular hours of work are scheduled to allow for exceeding eight (8) hours per day or forty (40) hours per week on an averaging arrangement, as provided in the articles above, the following conditions shall apply:

- (a) Straight time hours shall not exceed a maximum of ten (10) hours of work per day, except as provided in Article 12.03 above;
- (b) Scheduled hours of work for an Employee shall be confined within a period of twelve (12) consecutive hours in any one day;
- (c) An Employee shall not be required to change from one shift to another shift without at least eight (8) hours of rest between shifts;
- (d) The average hours of work over a four (4) week period shall not exceed forty (40) hours per week;
- (e) The schedule shall consist of no more than five (5) consecutive shifts totaling no more than fifty (50) regular hours of work in a seven (7) calendar day period;
- (f) Insofar as operational requirements and efficiency shall permit, Employees shall be entitled to a minimum of two (2) consecutive days off in each seven (7) calendar day period.

12.07 Shift Schedules

Shift schedules shall be posted in all work places and the posted schedules shall be considered the Employee's regular schedule. Any permanent changes in an Employee's schedule shall be posted not less than fourteen (14) calendar days in advance of any such shift change. If the required notice of a permanent change in an Employee's schedule is not provided, all shifts that fall within the fourteen (14) calendar days will be compensated at one and a half (1.5) time the regular rate of pay. The Employer reserves the right to make temporary changes in the shift

schedules for up to five (5) working days in response to unforeseen circumstances.

12.08 Minimum Hours

An Employee reporting for work on his regular shift shall be paid his regular rate of pay for the entire period of work with a guarantee of at least four (4) hours of pay, and during such period, the Employee will perform any work assigned by the Employer within the Employee's department.

12.09 Break Period

All Employees shall be permitted a paid fifteen minute rest period in both the first and second half of a shift.

12.10 Flex-time

Flex-time may be implemented at any time upon mutual agreement between Employer and the Employee(s) affected.

ARTICLE 13 - OVERTIME

13.01 Overtime Defined

All authorized hours worked in excess of the number of daily, weekly or average weekly regular hours of work specified in Article 12 shall be considered as overtime. All overtime shall be voluntary subject to emergent situations and Operational Requirements.

13.02 Overtime Rates

Overtime shall be calculated on the basis of time and one-half (1-1/2) regular rate of pay for the first four (4) hours per day following regular hours and double (2X) regular rate of pay thereafter.

13.03 Overtime on General Holidays

On a general holiday, as specified in Article 22.01, when the Employee is not scheduled to work, but is asked to, he shall receive double time his/her regular rate of pay in addition to the Employee's statutory holiday pay entitlement.

On a general holiday, as specified in Article 22.01, when the Employee is scheduled to work, the Employee shall receive time and one-half (1-1/2) his/her regular rate of pay for the first eight (8) hours and double time thereafter in addition to the Employee's statutory holiday pay entitlement.

13.04 Minimum Call-Back Time

- (a) A call-back is when an Employee is called back to work on their regular day off or after he has left work on completion of his regular hours of work for the day. An Employee who is called back shall be paid a minimum of three (3) hours at the applicable overtime rate for all hours worked for each call-back. Any additional call-backs for the same task within the minimum guarantee period shall be considered as one call-back. In the event the Employee returns home after an initial call back and is subsequently called out again on a different task, the Employee shall be entitled to treat the subsequent call out as a second and separate call back event.

It is understood and agreed that this provision shall not apply to scheduled plant or equipment checks, when an Employee is on assigned standby, or to any hours worked which are consecutive with the Employee's regularly scheduled shift or to any other scheduled overtime provided that the Employee has received forty-eight (48) hours notice of such overtime.

- (b) When an Employee is on assigned standby, the Employee will be paid, in addition to the standby pay in Appendix "A", a minimum of two (2) hours at the applicable overtime rate of pay or the applicable overtime rate for all hours worked, whichever is greater, whenever such an Employee is called-in to work. Any additional call-ins for the same task within the minimum guarantee period shall be considered as one call-in. In the event the standby Employee returns home after an initial call back and is subsequently called out again on a different task, the Employee shall be entitled to treat the subsequent call out as a second and separate call back event.
- (c) When an Employee is assigned to perform plant or equipment checks in the Recreation & Facility Services Department, the Employee will be paid a minimum of one (1) hour at time and one half ($\frac{1}{2}$) that Employee's regular rate of pay or the applicable overtime rate for all hours worked, whichever is greater for each such check. Any additional call-ins within the minimum guarantee period for the same task shall be considered as one (1) call-in. In the event such an Employee returns home after an initial call back and is subsequently called out again on a different task, the Employee shall be entitled to treat the subsequent call out as a second and separate call back event. In addition to the foregoing, when an Employee is assigned to perform plant or equipment checks on a scheduled day off, the Employee will receive standby pay according to Appendix "A" for each such day and that Employee will be on standby for additional call-ins within the Employee's department.

- 13.05 All overtime must be approved by the Supervisor.
- 13.06 By mutual agreement between the Employer and the Employee involved, time-off, at the appropriate overtime rate, may be granted in lieu of cash payment for overtime worked. If no mutual agreement can be reached, cash payment will be made.
- 13.07 No Employee shall be required to take time off in lieu of being paid overtime. However, an Employee may bank time off in lieu of being paid overtime, at the applicable overtime rates subject to the following:
- (a) Such time off shall be granted based on the overtime rate when banked times the actual hours worked. The total number of overtime hours banked and taken is not to exceed forty (40) hours in any calendar year. Any banked overtime accumulated prior to December 1 of any year must be scheduled to be taken prior to December 1 and taken prior to December 31 of that year, or shall be paid out. Employees may take banked time during the course of the year and bank additional hours as long as the number of hours banked and taken in any calendar year does not exceed forty (40) hours;
 - (b) The time shall be taken at a later date mutually agreeable to the Employer and the employee;
 - (c) An Employee may request banked overtime to be paid out at any time during the year by giving the Employer one (1) pay period notice prior to the date of the payout; and
 - (d) Any time and all overtime banked pursuant to this Article shall be banked at the applicable overtime rate.

ARTICLE 14 – POSTING AND FILLING VACANCIES

- 14.01 Prior to filling any vacancies or creating new positions, the Employer will:
- (a) notify the Union and post notice of the position on the bulletin board for a minimum of five (5) working days in order that all Employees will know about the position and be able to make written application in the form prescribed by the Employer;
 - (b) receive applications from Employees during the five (5) working day period during which the position is posted;
 - (c) note the following on all postings: nature and classification of the position; required qualifications and skills; shift and negotiated rate of pay; regular hours of work; and those Employees wishing to be considered must make application within the posting period.

14.02 The Employer shall be free to temporarily fill a vacancy during the posting period by appointing a qualified member.

14.03 In Article 14, vacancies shall mean those of long-term nature, such as arise through terminations, new jobs, extended illness, leaves of absence, etc., over two months.

In vacancies of two months or less, which the Employer intends to fill, the Employer may appoint a qualified member within the department according to seniority.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 If possible, in making promotions, filling vacancies or newly created positions, such appointments shall be made from the permanent staff of the City of Brooks. Provided the Employee has sufficient qualifications and ability to do the job efficiently, seniority shall be the deciding factor.

15.02 The Employer shall have the right to make such appointments, but all such appointments, excluding those appointments outside of the Bargaining Unit, shall be open to the grievance procedure.

15.03 Appointments from within the Bargaining Unit shall normally be made within twenty (20) working days.

15.04 A permanent Employee who is selected for a promotion or lateral move shall have a trial period of sixty (60) days. The trial period may be extended by the Employer for a further sixty (60) days where warranted by special circumstances. In the event that the normal trial period is extended, the Employee and the Union shall be advised of the City's reasons and the Employee shall be advised of what he is required to do to successfully complete the trial period. During the trial period an Employee may elect to revert to his former position or may be reverted by the City.

The trial period referred to above shall be extended by the period of time an Employee is absent from work during the trial period.

15.05 No Employee shall be promoted or transferred to a position without his written consent. If an Employee is transferred to a position outside the Bargaining Unit, he shall retain his seniority acquired to the date of leaving the unit, but will not accumulate any further seniority. If such an Employee later returns to the Bargaining Unit within ninety (90) working days, he shall be placed back in his/her previous position. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

- 15.06 When Employees are relieving in a higher paid position within the Bargaining Unit, the Employee shall receive the rate of pay of the person for whom they are covering for all hours worked, effective the first day they were in relief providing all substantial duties for the position are performed.

ARTICLE 16 - LAYOFFS AND RECALLS

- 16.01 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, where ability and qualifications are equal, permanent Employees should be laid off in reverse order of seniority. Employees shall be recalled in the order of their seniority providing they are qualified to do the work.

Employees recalled to do work at a lower rated job than the job previously held prior to layoff shall receive the rate of pay for such lower rated job until an opening is available in their previous classification.

16.02 Notice of Layoff

The Employer shall, in writing, notify permanent Employees who are to be laid off ten (10) working days before the layoff is to be effective. If the Employee laid off has not had the opportunity to work ten (10) full days after the notice of layoff he shall be paid in lieu of work for the part of ten (10) days during which work was not available.

- 16.03 (a) The right to recall in accordance with Article 16.01 shall continue for a period of twelve months after which time the employment relationship shall be terminated;
- (b) When employment is terminated in accordance with Article 16.03(a) or for any other reason without just cause, the following termination pay shall be payable based on an amount equal to wages the Employee would have earned if the Employee had worked the applicable termination notice period as follows:
- (i) One (1) week, if the Employee has been employed by the Employer for more than three (3) months but less than two (2) years;
 - (ii) Two (2) weeks, if the Employee has been employed by the Employer for two (2) years or more but less than four (4) years;
 - (iii) Four (4) weeks, if the Employee has been employed by the Employer for four (4) years or more but less than six (6) years;

- (iv) Five (5) weeks, if the Employee has been employed by the Employer for six (6) years or more but less than eight (8) years;
 - (v) Six (6) weeks, if the Employee has been employed by the Employer for eight (8) years or more but less than ten (10) years;
 - (vi) Eight (8) weeks, if the Employee has been employed by the Employer for ten (10) years or more.
- (c) If at any time the notice periods outlined in Article 16.03(b) are less than the minimum requirements of the *Employment Standards Code* the minimum requirements of the *Employment Standards Code* as amended from time to time will apply.

ARTICLE 17 - SENIORITY

17.01 Seniority Defined

An Employee shall only acquire seniority upon the successful completion of the required probationary period. Seniority shall mean an Employee's length of service with the City, calculated from the Employee's date of hire, unless his service with the City was broken, in which event it shall be calculated from the date he was rehired by the City following the last break in his service.

17.02 Seniority List

The Employer shall post a seniority list in January of each year. The list shall show the date upon which each Employee's service commenced. Employees shall be required to notify the Employer of any errors or omissions within twenty (20) working days of the posting date.

17.03 Loss of Seniority

- (a) Except as provided in (b) of this Article, an Employee shall not lose any seniority rights if the Employee is absent from work because of sickness, accident, layoff or leave of absence approved by the Employer.
- (b) An Employee shall only lose seniority due to:
 - (1) Dismissal for just cause and not reinstated.
 - (2) Voluntary resignation.
 - (3) Continuous layoff in excess of twelve (12) months due to lack of work.

- (4) Failure to return to work within three working days following a layoff, after being notified to do so, unless through sickness or other just cause.
 - (5) Failure to leave address where he can be contacted by the Employer.
 - (6) Upon reaching the age of sixty-five (65) years or such earlier date as health conditions may require. Special consideration may be given to later retirement at the discretion of the Employer; however, seniority rights in regards to layoff will no longer apply.
 - (7) Appointment to a position outside the scope of this Agreement for more than six (6) months or a full-time position with the Union for a period of more than twelve (12) consecutive months.
 - (8) Failure to return to work upon expiry of an authorized leave of absence except in extenuating circumstances with reasonable cause.
 - (9) Absence from work without authorization except in extenuating circumstances with reasonable cause.
 - (10) Absence from work due to illness or accident for a period of time in excess of twenty-four (24) months unless there is a reasonable expectation, verified by a valid medical certificate, that the Employee will be able to return to work within a reasonable period of time.
- (c) It shall be the responsibility of the Employee to keep the Employer informed of their current address.

ARTICLE 18 - DISCHARGE, SUSPENSION AND DISCIPLINE

18.01 Disciplinary Action

Whenever an Employee is disciplined and the discipline is intended to be a matter of Management Records, the Employee shall be advised prior to the meeting of his/her right to have a Union representative present when such discipline is applied and the Employee shall be given written particulars of the discipline whether it is a warning, suspension or discharge. The Employee shall acknowledge receipt of the written warning by signing copies of same which shall only mean acknowledgement of receiving the document and shall not be construed to indicate any agreement or disagreement.

A disciplinary warning or reprimand, in writing, except a disciplinary suspension without pay, shall be removed from an Employee's record after a period of twelve (12) months in which he/she has not received any disciplinary warning or suspension. A disciplinary suspension, without pay, shall be removed from an Employee's record after a period of twenty-four (24) months in which he/she has not received any disciplinary warning or suspension.

18.02 Discharge Procedure

An Employee, who has completed his/her probationary period, may be discharged, but only for just cause. When an Employee is discharged or suspended he/she shall be given the reason(s) in the presence of a Union Representative. Such Employee shall be advised promptly, in writing, by the Employer of the reason(s) for such discharge or suspension.

18.03 Any Employee who is absent for five (5) working days without notifying his/her immediate supervisor, shall be considered to have terminated their employment with the City, unless the absence is warranted by special circumstances reasonably acceptable to the City.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, operation, administration, or alleged violation of the Collective Agreement and shall be settled in accordance with the following procedures.

Grievance shall be of two types, namely:

- (a) Individual grievances: grievances relating to or affecting the rights of one or more specific individuals;
- (b) Policy grievances: grievances which cannot be made a grievance of an individual Employee or Employees but must be initiated by the Union.

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Individual Grievance

All grievances must be in writing and include a statement of the following:

- (a) the name(s) of the aggrieved;

- (b) the nature of the grievance and the circumstances out of which it arose;
- (c) the remedy or correction the Employer is requested to make; and,
- (d) the section(s) where the agreement is claimed to be violated.

The following steps shall be taken in the grievance process unless the parties mutually agree in writing to skip one or more of the Steps in the process.

Step 1

Any aggrieved Employee shall, within ten (10) working days of the incident giving rise to the grievance, submit the grievance to their respective exempt supervisor or manager. The grievance may be presented by the Shop Steward, by him/herself personally, or by a representative of the Canadian Union of Public Employees. The exempt supervisor or manager shall give his/her decision within ten (10) working days.

Step 2

If not settled in Step 1, the grievance may, within ten (10) working days be submitted to the respective Department Head. The Department Head shall meet with the Employee and the Shop Steward or designate with five (5) working days of receiving the grievance and give his decision within ten (10) working days of the meeting.

Step 3

If not settled in Step 2, either the Union or the Department Head may request, within ten (10) working days, a meeting with the C.A.O. or other individual appointed by the C.A.O. to hear the grievance and the meeting will occur within five (5) working days of receiving the request. The decision of the C.A.O. or designate shall be given within ten (10) working days after the meeting when the grievance was discussed.

Step 4

If not settled in Step 3, either party may within ten (10) working days following the date of the C.A.O. decision request that the Audit and Legal Committee of City Council hear the grievance.

The Audit and Legal Committee of City Council shall hold a hearing within ten (10) working days of the day the individual grievance is received and a written decision on the grievance together with the reasons therefore shall be given to the Union within ten (10) working days of the hearing. Thereafter if a settlement of the grievance is not reached the grievance may be referred by either party to the Board of Arbitration as provided in Article 20.

Policy Grievance

A policy grievance must be initiated in writing by the Union with the C.A.O. within fifteen (15) days from the time of the incident which gave rise to the grievance. The policy grievance shall specify the full particulars of the grievance and the remedy requested.

The City shall review the policy grievance and shall provide the Union with a written decision together with the reasons therefore within ten (10) working days from the date that the grievance was appealed to the C.A.O.

If the decision of the C.A.O. does not settle the policy grievance, the Union must within ten (10) working days from the day the decision was received by the Union, appeal the decision in writing to the Audit and Legal Committee of City Council (the "Committee"). Such appeal shall specify the full particulars of the grievance and the remedy requested.

The Committee shall hold a hearing within ten (10) working days of the day the Committee received the policy grievance and a decision on the grievance together with the reasons therefore shall be given to the Union within ten (10) working days of the hearing. If the decision of the Committee does not settle the policy grievance, the Union may within fifteen (15) working days from the day the decision was received by the Union refer the matter to the Board of Arbitration as provided in Article 20.

19.02 All grievances and replies to grievances shall be in writing.

19.03 The time limits specified in this article may only be extended by agreement of the Employer and the Union in writing. In the absence of such agreement, the following shall apply:

- (1) Should the Employer fail to reply within the required time limits, the Union shall have the right to proceed to the next step.
- (2) Should the Union fail to proceed within the required time limits, the grievance shall be deemed to be abandoned.

19.04 For the purposes of this Article, "working days" shall mean consecutive days exclusive of Saturdays, Sundays, & General Holidays.

ARTICLE 20 - ARBITRATION

20.01 Either party wishing to submit a grievance to arbitration shall, within fifteen (15) days of receipt of the Audit and Legal Committee of City Council decision of the grievance procedure, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider a single Arbitrator.

20.02 Within ten (10) days of receipt of notification provided for as above, the party receiving such notice shall:

- (a) inform the other party of the name of its appointee to the Arbitration Board; or
- (b) arrange to meet with the other party in an effort to select a single Arbitrator. Where agreement cannot be reached on the principal, and/or selection of a single Arbitrator, an Arbitration Board shall be established.

20.03 Where appointees to the Board have been named by the parties, they shall within fourteen (14) days endeavour to select a mutually acceptable Chairman of the Arbitration Board. If they are unable to agree upon the choice of a Chairman, application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the *Labour Relations Code*.

20.04 The Arbitration Board or single Arbitrator may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the grievance and render a decision within ten (10) working days from the time the Chairman or single Arbitrator is appointed or at such other time as may be arranged by the Chairman or Arbitrator with the mutual agreement of the parties.

20.05 The Arbitration Board shall hear and determine the difference and shall issue an award, in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority the decision of the Chairman shall be the decision of the Board.

20.06 The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement. However, subject to the provision of Article 18.02 of this agreement the Board shall have the power to dispose of any discharge or discipline grievance by any arrangement which in its opinion it deems just and equitable.

20.07 Each of the parties to this Collective Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the two (2) parties to the dispute.

20.08 Should the parties disagree as to the meaning of the decision either party may apply to the Chairman of the Board of Arbitration or the Sole Arbitrator to reconvene to clarify the decision, which he should do within three (3) working days.

20.09 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Collective Agreement.

ARTICLE 21 - PERSONNEL RECORDS

21.01 The Employee has the opportunity to review his/her personnel file in the presence of a Management Representative, at a mutually agreed-to time and date. The Employee may review his or her file once every calendar year or as required under the grievance procedure.

ARTICLE 22 – GENERAL HOLIDAYS

22.01 The following shall be considered general holidays, with pay and paid in accordance with the provisions of the Employment Standards Code of Alberta:

New Year's Day, Family Day, Canada Day, Remembrance Day, Good Friday, Thanksgiving Day, Christmas Day, Boxing Day, Victoria Day, Labour Day and all civic holidays proclaimed by the City of Brooks and/or the Government of Alberta and/or the Government of Canada shall be recognized as legal holidays.

In the event that any one of the above mentioned holidays, except Boxing Day, is no longer recognized as such by the Government of Alberta or the Government of Canada, then it shall no longer be recognized as a holiday for the purposes of this Agreement.

22.02 Floater Holiday

After the completion of their probation period, in each year thereafter, Employees shall be entitled to one (1) floating holiday which shall be taken at a time mutually agreed to by the Employee and their out of scope supervisor.

ARTICLE 23 - VACATIONS

23.01 All Employees covered by this agreement shall receive:

Two (2) weeks vacation with pay after (1) one year service
Three (3) weeks vacation with pay after (2) years service
Four (4) weeks vacation with pay after (6) six years service
Five (5) weeks vacation with pay after (15) fifteen years service
Six (6) weeks vacation with pay after (20) twenty years service

Vacation time can be taken as accumulated on a pro-rated basis.

23.02 Holidays During Vacation

If a paid holiday falls or is observed during an Employee's vacation period he shall be granted an additional day's vacation for each holiday in addition to his regular holiday time.

23.03 Calculation of Vacation Pay

Vacation pay shall be at the rate effective immediately prior to the vacation period, provided however that vacation pay for Employees who have been absent without pay during the year in which the entitlement was earned shall be prorated accordingly.

23.04 Vacations - Other

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

1. An Employee entitled to up to three (3) weeks vacation may take it at one time during the calendar year.
2. Employees shall submit their vacation requests in writing to the City on or before April 1st of each calendar year.
3. In the event the employee does not submit their vacation request as required by Article 23.04(2), the Department Head may assign, subject to Article 23.04(8) the employee's vacation.
4. Vacation schedules shall be posted by April 30th of each year and, insofar as efficient operation of the department will permit, an Employee shall have the right to choose his period of vacation according to seniority.
5. If, in the opinion of the head of the department, the period of vacation leave chosen by an Employee conflicts or interferes with the efficient operation of the department, the department head will give such an Employee at least thirty (30) working days notice wherever practical, but in no event shall notice be less than fourteen (14) working days, and such Employee shall have the right to choose an alternative period.
6. In the event that the Employee does not choose an alternative period acceptable to the department head, the department head may assign the vacation period or, the Employee may, at his discretion, be paid a sum of money equal to the regular rate of pay for the number of days vacation entitlement accumulated by the Employee.
7. Employees shall provide at least thirty (30) working days notice of any change to annual vacations, and in no event shall the notice be less than fourteen (14) working days, however, a shorter

notice period may be approved by the City and such Employee shall have the right to choose an alternative period.

8. All Employees shall utilize their vacation entitlement prior to the 30th of April of the following year at which time a maximum of five (5) days vacation may be carried forward, with the approval of the department head.
9. An Employee entitled to a vacation in excess of three (3) weeks may, with the approval of the department head, take his vacation at one time during the calendar year.

23.05 Permanent Part-Time employees shall earn vacation with pay as follows:

- (i) From commencement of employment to five (5) years of service – 4% of regular earnings;
- (ii) After completion of five (5) continuous years of service – 6% of regular earnings.

23.06 Vacation pay for Permanent Part-Time employees shall be paid each pay period.

23.07 Vacation with pay shall not accrue during periods when the employee is:

- (i) on lay-off;
- (ii) on unpaid absence while in receipt of short term disability;
- (iii) on leave of absence;
- (iv) on maternity leave;
- (v) in receipt of compensation from the Workers' Compensation Board.

ARTICLE 24 - SICK LEAVE

24.01 Sick leave benefits are provided by the Employer to protect permanent Employees in the event of an unavoidable illness or injury not covered by Workers' Compensation or by short term disability and/or long term disability plans.

24.02 Permanent Employees shall be eligible for sick leave credits as follows:

One and one-half (1-1/2) working days per month for each full calendar month of employment cumulative to a maximum credit of 120 days.

Sick leave credits shall not accumulate during:

- (a) Periods of leaves of absence,

- (b) Periods of illness or injury for which the Employee would normally be entitled to payment of sick pay or receipt of Workers' Compensation benefits,
- (c) Periods when the Employee is in receipt of income replacement plan benefits.

24.03 No sick leave payments shall be made with respect to:

- (a) Any illness or injury which falls within an Employee's vacation period.
- (b) Any illness or injury which is willful in nature and/or is self-inflicted.
- (c) Any period when the Employee is in receipt of income replacement plan benefits.

24.04 Employees absent on account of illness shall, if able, report same to their Supervisor at least one (1) hour before scheduled commencement of duty in order to permit the Employer to obtain a replacement or distribute the duties among other staff.

24.05 Sick pay shall be at the Employee's regular rate of pay and all days paid shall be deducted from the Employee's sick credits accumulation.

24.06 When an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment and is unable to schedule such time outside of work hours, the employee shall have the right to utilize sick leave credits for such absence.

24.07 The Employer may require proof of illness and pay for any physician charges incurred in obtaining the proof of illness. Such proof shall include:

- (a) A certificate from the Employee's attending physician and/or,
- (b) A statement signed by the Employee sustaining the illness.

Failure to comply with any of these requirements will result in loss of pay.

24.08 (a) The beneficiary, as determined by the Employee, of a permanent Employee who dies while in the service of the Employer, or a permanent Employee who resigns from employment with the City of Brooks and who has at the date of his resignation or retirement five (5) or more years of employment with the City of Brooks shall receive a sick leave gratuity amounting to one-half (1/2) of the sick leave standing to his credit at the rate of the Employee's standard rate of pay at the time of his retirement, death or resignation as applicable.

- (b) Article 24.08 shall apply only to those Employees employed by the City of Brooks as of January 1, 1992.

24.09 Illness in the Family

- (a) When no one at home, other than the Employee, can provide for the needs during illness (including transportation to medical appointments) of an immediate member of his/her family, an Employee shall be entitled, after notifying his/her supervisor, to use a maximum of five (5) accumulated sick days per year to care for the member of the family who is ill. For the purposes of this Article 24.09, immediate family is defined as an Employee's spouse, child, stepchild, foster child, parent, parent of the Employee's spouse or a person that the Employee is responsible for the care of and who is living in the Employee's home.

Notwithstanding the above, additional days may be approved on a case by case basis.

Failure to comply with any of these requirements will result in loss of pay.

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

ARTICLE 25 - LEAVE OF ABSENCE

25.01 For Union Business

Where permission has been granted by the Employer for one or more of its Employees, as identified pursuant to Article 10.01 of this Agreement, to attend a meeting or meetings with the Employer for the purpose of negotiating an amendment to or renewal of this Agreement, the Employer shall compensate such Employees for any lost regular straight time pay while attending such meetings to a total cumulative payment of not more than 80 hours for all Employees and will invoice the Union for any additional hours. It is understood and agreed that not more than five (5) Employees will apply for or be granted permission to attend such meetings.

25.02 Union Conventions and Meetings

Leave of absence without pay and without loss of seniority shall be granted to an Employee elected or appointed to represent the Union at a Union Convention, executive or committee meetings of CUPE, its affiliates or chartered bodies. An Employee requesting leave under this article, shall make written application therefore not less than two weeks prior to the proposed commencement of the leave. Where the absence of more than one Employee from an operating unit will create a staffing

problem within that operating unit, this provision shall be limited to one Employee from that operating unit. Operating units shall be defined as:

RCMP and Shared Services

Recreation and Facilities

Engineering and Development

Public Works

Administration and Finance

25.03 Leave for Union and Public Duties

- (a) Upon two (2) weeks written notice, any Employee who is hired for a full time permanent position by the Union or any body with whom the Union is affiliated shall be granted leave of absence without pay and benefits and without accumulation of seniority for a period of up to six months.
- (b) Upon two (2) weeks written notice, any Employee who is duly elected to a full time permanent position with the Union or any body with whom the Union is affiliated shall be granted leave of absence without pay and benefits and without accumulation of seniority for a period of up to one year. Such leave shall be renewed each year on request during his term of office.

25.04 When an Employee is on leave as described in Article 25.02 they shall continue to be paid by the City as if they were at work. The Union will reimburse the City for all costs involved with the leave.

25.05 Compassionate Leave

An Employee shall be granted up to four (4) regularly scheduled consecutive work days without loss of salary or wages in the case of death, or life-threatening illness or injury, of a parent, or guardian, wife, husband, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law. Where the burial occurs outside the province such leave shall include as well, reasonable traveling time, for a maximum paid leave of seven (7) days.

25.06 Pallbearers Leave

One-half (1/2) day leave shall be granted without pay to attend a funeral as pallbearer.

25.07 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an Employee who serves in any Court as a juror, Crown witness, or in any matter arising out of his employment. The Employer shall pay such an Employee the difference between his normal earnings and the payment he receives for jury services or witness duty, excluding payment for traveling, meals or other expenses. The Employee will present proof of service and the amount of pay received.

25.08 (a) General Leave

The Employer may grant leave of absence without pay and benefits and without loss of seniority to any Employee requesting such leave for good and sufficient cause, such request to be in writing to the Department Head. General leave shall be limited to a maximum of thirty (30) working days within a twenty-four (24) month period.

The Employee making such request must indicate in writing an intended date of return. The failure to return as specified in the written request will result in the immediate termination of employment unless:

- (i) permission in writing to extend the leave is granted in advance by the Employee's supervisor; or
- (ii) the Employee provides a reasonable explanation to the Employer.

An Employee engaged in other employment for gain without the express written consent of the Employer while on leave of absence shall be deemed to have automatically terminated his services with the City.

(b) Leave of Absence and Fringe Benefits Levies

Employees granted a leave of absence without pay and in excess of thirty (30) working days and who require benefits may make arrangements through the City Office to pay both the City and the Employee portion of applicable Employee benefit premiums before the leave of absence commences or by postdated cheques.

- (c) At the expiration of twenty-four (24) months from the last day of paid sick leave or last day worked:
 - (i) If an employee is not capable of resuming work; or

- (ii) If an employee is not capable of performing the duties of his former position but is capable of performing duties of another position, though after reasonable effort has been made by the City, alternate employment is not available; the employment relationship shall be terminated.

25.09 Maternity, Parental and Adoption Leave

Maternity, Parental and Adoption leave benefits shall be granted in accordance with the *Employment Standards Code* of Alberta as amended from time to time.

- (a) While an Employee is on Maternity, Parental and Adoption Leave, no vacation time will accrue, nor will the Employee be eligible for statutory holiday pay or credit;
- (b) An Employee must give their Department Head at least four (4) weeks' written notice of the date on which they wish to resume employment, or resign;
- (c) The Employee will be responsible for all benefit premiums including the Employer's share of such premiums while on leave;
- (d) An Employee who wishes to return to work sooner than six (6) weeks following actual delivery or pregnancy termination date may be permitted to do so by her Department Head after providing a written signed medical certificate from her physician, indicating that she is capable of performing the work and that resumption of work will not jeopardize her health;
- (e) If an Employee on maternity leave is unable to resume employment at the expiration of the approved period because of a medical condition of the Employee or the child arising after the delivery date, the Department Head may grant the Employee a further period of maternity leave, such period not to exceed three (3) weeks in duration. Under these circumstances, the Employee must provide her Department Head with a written signed medical certificate from her physician indicating her inability to resume employment;
- (f) If upon expiration of the extended maternity leave an Employee is still unable to resume employment on the next scheduled shift following expiration of the leave the Employee will be deemed to have abandoned her position;
- (g) If an Employee resumes employment following Maternity, Parental or Adoption leave, the employment anniversary date remains unchanged;

- (h) Upon the Employee's resumption of employment, the Department Head will reinstate the Employee in their previous position or provide alternate work of a comparable nature, with no less than the same salary, entitlements and other benefits as were accrued to the Employee when maternity/parental/adoption leave commenced.
- (i) Permanent Employees shall receive one (1) day off with pay for the birth or adoption of a child.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.01 Pay Days

The Employer shall pay salaries and wages biweekly on Fridays in accordance with Schedule "B" attached hereto and forming part of this agreement. On each pay day each Employee shall be provided with an itemized statement of his wages and deductions.

26.02 Vacation Pay

An Employee, may upon giving at least three (3) working days notice, receive on the last office day preceding commencement of his annual vacation, any cheque which may fall due during the period of the vacation.

26.03 Long Service Pay

In recognition of service with the Employer, Employees shall be paid one payment on each of their employment anniversary dates as follows:

- After five (5) years service (one payment of) \$200.00
- After ten (10) years service (one payment of) \$300.00
- After fifteen (15) years service (one payment of) \$400.00
- After twenty (20) years service (one payment of) \$500.00
- After twenty-five (25) years of service (one payment of) \$600.00
- After thirty (30) years service (one payment of) \$700.00
- After thirty-five (35) years of service (one payment of) \$800.00

26.04 Application of Wage Grid Increments in Appendix "B"

Except for Utility Operators, Employees shall move from one increment to the next higher increment after completing the indicated number of months of service or, in the case of part time Employees, the equivalent number of straight time hours worked.

26.05 Application of Wage Increments in the Event of a Promotion

Employees promoted to a higher classification shall start in the new classification at such increment level that results in an increase in pay.

26.06 (a) A fully qualified utility system operator requires Alberta Environment certificates of qualification, at the levels prescribed below, in each of the following 4 disciplines:

- ⇒ *Waste Water Treatment 1*
- ⇒ *Water Treatment 2*
- ⇒ *Waste Water Collection 2*
- ⇒ *Water Distribution 2*

The certificates of qualification referenced in this clause shall be those required to operate the City's utility systems and will be subject to change in the event of any changes in the governing regulations or the City's operating licenses.

(b) Utility Operators shall advance to the next higher classification and/or level based upon the following:

Utility Operator 1 – *no Alberta Environment certification required.*

Utility Operator 2, Level 1 – *upon completion of full certification in any one discipline.*

Utility Operator 2, Level 2 – *upon completion of full certification in any two disciplines.*

Utility Operator 2, Level 3 – *upon completion of full certification in any three disciplines.*

Utility Operator 3 – *upon completion of full certification in all disciplines.*

ARTICLE 27- CHANGES IN CLASSIFICATION

27.01 (a) Where the duties in any classification are changed, or when any in-scope position not covered by Appendix "B" of this Agreement is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. The agreed rate of pay and classification will be recorded in a letter of understanding and attached to the collective agreement.

(b) If the parties are unable to agree on the rate of pay of the job in question, such dispute may be submitted to arbitration in accordance with Article 20. The new rate shall become retroactive to the time the position was first filled by an Employee. The Employer, however, in the case of a newly established classification, maintains the right to establish a rate of pay and to fill the position pending completion of the above process.

27.02 All new in-scope classifications or positions created as a result of technological change or current job classifications which are changed as a result of technological change shall automatically be included in the bargaining unit. If the parties are unable to agree on classification and/or rate of pay for the job in question the issue shall be resolved in accordance with Article 27.01(b).

27.03 Job Descriptions

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. All job descriptions shall be approved by the C.A.O. then presented to the Union at any time when a current job description is changed or when a new classification is created and shall be discussed with the Union at the Union's request.

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

ARTICLE 28 - BENEFITS

28.01 Pension

The Employer shall make available the Alberta Local Authorities Pension Plan. The Employer and the Employees shall make contributions in accordance with the provisions of the plan.

28.02 Health & Group Benefits

a) All permanent Employees shall be entitled to coverage under the following plans:

- Extended Health Care, with the option to carry the Assured Health Card
- Dental
- Employee Assistance Program
- Short Term Disability
- Long Term Disability
- Dependent Life Insurance
- Accidental Death and Dismemberment
- Life Insurance

b) The City shall pay seventy-five percent (75%) of the premium for the extended health benefits plan, dental plan, life, dependent life, accidental death and dismemberment insurance plans per Employee per year and the Employee shall pay twenty-five percent (25%) of the premium for the extended health benefits plan, dental plan, life, dependent life, accidental death and dismemberment insurance plans.

- c) The Employees shall pay one hundred (100%) of the premium for the short term disability and the long term disability.
- d) The employer agrees to establish a Health Spending Account for permanent employees which meet CRA requirements in the amount of five hundred dollars (\$500.00) per year.
- e) The City shall pay one hundred percent (100%) of the premium for the Employee family assistance plan.
- f) Permanent part-time Employees shall not be entitled to the benefits of this Article.
- g) Sick leave credits, as provided under Article 24, shall be used to cover any waiting period under the terms of the short term disability and/or long term disability plans.
- h) The City of Brooks retains the right to change the insurance carrier. Coverage will be provided to Union members consistent with that of those offered to the Management Group.

28.03 Supplementation of Compensation Award

An Employee prevented from performing his regular work on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act shall receive his regular pay and sign over to the Employer any benefits payable by the Workers' Compensation Board. In any case where this is granted, the Employer reserves the right to terminate, after a six (6) month period, the benefit received under these provisions.

ARTICLE 29 - SAFETY AND HEALTH

29.01 Cooperation on Safety

The Union and the Employer shall cooperate in continuing and perfecting regulations which will afford adequate protection to Employees engaged in work for the Employer.

29.02 Safety Measures

- (a) Employees working in an unsanitary or dangerous job shall be supplied with all the necessary tools, safety equipment, and protective clothing when needed.
- (b) The Employer acknowledges its responsibility to observe all reasonable precautions for the safety, health and sanitation of its Employees during working hours and shall supply such equipment as is necessary for this purpose.

- (c) The Union acknowledges its responsibilities and that of its members to cooperate in the maintenance of safe working practices and conditions and in the observance of rules in this regard.
- (d) The Employer will make every reasonable effort to ensure that Employees are not required to work under hazardous conditions. Complaints in this regard will be brought to the supervisor who will take appropriate action.
- (e) The Employer will supply protective clothing and equipment as required under the *Workers' Compensation Act* or other applicable Safety Acts.

29.03 Transportation of Accident Victims

Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident shall be at the expense of the Employer.

29.04 First Aid Kits

A first aid kit shall be supplied by the Employer to all mobile equipment owned by the Employer and to all trucks engaged in the transportation of crews.

29.05 Excavation Work

When workers are employed in excavation work, Alberta Occupational Health and Safety Standard will be adhered to.

29.06 Safety

An Employee shall not be required to work alone in any dangerous ditch, culvert, bridge, or water tower, where gases may be present.

29.07 Clothing and Safety Footwear

- (a) The Employer, on proof of purchase, shall make an annual payment of one hundred and fifty dollars (\$150.00) toward the purchase of C.S.A. approved safety footwear to each Employee who is required to wear such footwear and who has demonstrated need for new safety footwear. The Employee will be allowed to accumulate the amount for up to two (2) years.
- (b) The Employer, on proof of purchase, shall make an annual payment of one hundred dollars (\$100.00) toward the purchase of a swim suit to each Employee who is required to wear a swim suit and who has demonstrated need for a new swim suit.

- (c) The Employer's contribution, under this Article, shall not exceed the actual cost of the footwear or swimsuit.
- (d) All permanent Employees in the Public Works, and Recreation and Parks Departments will be issued up to a maximum of two (2) sets of regular coveralls and one (1) set of insulated coveralls per calendar year. All coveralls will be replaced on an as needed basis, up to the previously defined maximums per calendar year. Replacements are to be approved by the City of Brooks.
- (e) All Community Peace Officers employed by the City in the Protective Services Department, upon confirmation of employment will be issued the following uniform:
 - 3 Shirts
 - 3 Pants
 - 1 Cap
 - 1 Duty Belt
 - 1 Winter Hat
 - 1 All-season Jacket
 - 1 Pair of Boots
 - 1 Body Armour
 - 1 Pair of Handcuffs & Pouch
 - 1 Baton & Holder
 - 1 Pepper Spray & Holder

The City retains the right to approve or deny any request to replace any worn, destroyed or lost Community Peace Officer uniform issue items.

- (f) All Bylaw Enforcement Officers employed by the City, upon confirmation of employment will be issued the following uniform
 - 3 Shirts
 - 3 Pants
 - 1 All-season Jacket
 - 1 Pair of Boots
 - 1 Body Armour
 - 1 Cap
 - 1 Winter Hat

The City retains the right to approve or deny any request to replace any worn, destroyed or lost By-Law Enforcement Officer uniform issue items.

29.08 Eyeglasses and Contact Lenses

Employer shall pay the difference in cost between special eyeglasses and contact lenses and regular eyeglasses and lenses for each Employee whose duties involve major use of VDT's provided they are

prescribed as being necessary, by a qualified eye doctor, to operate a VDT.

ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS

30.01 Permanent part-time Employees who are not employed for a scheduled minimum of fifty percent (50%) of the regular hours per week shall not enjoy the present benefits and conditions of this agreement.

ARTICLE 31 - GENERAL

31.01 Plural or Feminine Terms May Apply

Wherever 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.

31.02 Mileage Allowance

When requested by the Employer, and authorized by the department head to use their personal car for City business, Employees who do so will be paid at a rate identical to that rate paid to Council and Management.

31.03 Examinations and Education Leave

Subject to the approval of the City, an Employee shall be entitled to leave of absence with pay, and without loss of seniority and benefits for the purpose of taking job-related courses and examinations.

31.04 Posting of Employee Notices

- a) Bulletin boards that are in coffee rooms and staff rooms will be made available to the Union to post notices of meetings and similar notices that may be of interest to Employees. The Employer must first approve any postings. Such approval or disapproval will not be unreasonably withheld.
- b) The Employer will allow the Union to communicate with its members by allowing them to put notices and other information in the Employee's pay envelopes. The Employer must first approve any notices. Such approval or disapproval will not be unreasonably withheld.

**SIGNED ON BEHALF OF THE
CITY OF BROOKS**

[Redacted signature]

[Redacted signature]

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1032**

[Redacted signature]

[Redacted signature]

APPENDIX "A"

Stand By Pay

Employees required to be on standby duty shall be paid as follows:

January 1, 2009 \$ 25.00 per day

Shift Differential

Employees covered by this agreement whose scheduled duties continue after 10:00 p.m. Monday to Friday and/or work on Saturday and Sunday for a full regularly scheduled shift, exclusive of any overtime work, shall receive a shift differential for the entire shift according to the following:

January 1, 2009 \$ 1.00 per hour

Standby Pay for Utility Operators

1. Any Utility Operator who is required to be on standby duty between consecutive days of work (e.g. from the end of the utility operator's shift on one day to the beginning of the Utility Operator's shift on the next regular work day or until the time standby is transferred to another Utility Operator) will be paid standby pay of fifteen dollars (\$15.00) per day.
2. Any Utility Operator who is required to be on standby duty on a day when the Utility Operator is not scheduled to work will be paid standby pay of twenty dollars (\$20.00) per day.
3. Any Utility Operator who is assigned to standby duty will be allowed to take a company vehicle home during the assigned standby period solely for the purpose of responding to calls from home. Once the standby period is concluded, the Utility Operator will return the company vehicle to the City Public Works Shop.

Appendix "B"
Effective January 1st, 2012

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
Cashier	18.52	19.08	19.64	20.23	20.82	21.43
Receptionist	18.52	19.08	19.64	20.23	20.82	21.43
Recreation Receptionist	18.52	19.08	19.64	20.23	20.82	21.43
Protective Services Clerk	18.52	19.08	19.64	20.23	20.82	21.43
Engineering Clerk	18.52	19.08	19.64	20.23	20.82	21.43
Development Clerk	18.52	19.08	19.64	20.23	20.82	21.43
Public Works Secretary	18.52	19.08	19.64	20.23	20.82	21.43
Works & Utilities Admin. Assistant	19.08	19.63	20.22	20.81	21.42	22.05
Records Management Clerk	19.08	19.63	20.22	20.81	21.42	22.05
Recreation Administrative Assistant	19.08	19.63	20.22	20.81	21.42	22.05
Entry Level RCMP Clerk	19.08	19.63	20.22	20.81	21.42	22.05
RCMP Clerk	19.60	20.18	20.78	21.39	22.02	22.67
Accounts Payable Clerk	20.68	21.29	21.93	22.58	23.25	23.94
Utility Clerk	20.68	21.29	21.93	22.58	23.25	23.94
Tax & Assessment Clerk	20.68	21.29	21.93	22.58	23.25	23.94
AR Collections Clerk	20.68	21.29	21.93	22.58	23.25	23.94
Administration & Finance Clerk	20.68	21.29	21.93	22.58	23.25	23.94
Senior Accountant	26.98	27.78	28.60	29.45	30.32	31.22
Jr. Engineering Technologist	23.20	23.89	24.61	25.33	26.08	26.85
Sr. Engineering Technologist	29.03	29.88	30.77	31.69	32.64	33.61
GIS/ Junior Planner	26.98	27.78	28.60	29.45	30.32	31.22
Network Administrator	26.98	27.78	28.60	29.45	30.32	31.22
Pool Shift Supervisor 1	17.98	18.87	19.81	-	-	-
Pool Shift Supervisor 2	19.81	20.79	21.82	-	-	-
Aquatic Supervisor	25.64	26.40	27.18	28.00	28.83	29.69
Program Coordinator	25.64	26.40	27.18	-	-	-
Recreation Operators 1	19.48	20.44	21.43	-	-	-
Recreation Operators 2	21.43	22.50	23.61	-	-	-
Recreation Operators 3	23.61	24.77	26.00	-	-	-
Parks Maintenance 1	19.48	20.44	21.43	-	-	-
Parks Maintenance 2	21.43	22.50	23.61	-	-	-
Parks Maintenance 3	23.61	24.77	26.00	-	-	-
Public Works Maintenance 1	19.48	20.44	21.43	-	-	-
Public Works Maintenance 2	21.43	22.50	23.61	-	-	-
Public Works Maintenance 3	23.61	24.77	26.00	-	-	-
Utility Operator 1	23.83	24.42	25.03	-	-	-
Utility Operator 2 - Level 1	25.03	25.65	26.29	-	-	-
Utility Operator 2 - Level 2	26.29	26.93	27.60	-	-	-
Utility Operator 2 - Level 3	27.60	28.28	28.98	-	-	-
Utility Operator 3	28.98	29.71	30.44	-	-	-
Head Utility Operator	28.02	28.84	29.71	30.59	31.50	32.43
Works Foreman	28.02	28.84	29.71	30.59	31.50	32.43
Utility Foreman	28.02	28.84	29.71	30.59	31.50	32.43
Recreation Foreman	28.02	28.84	29.71	30.59	31.50	32.43
Facility Foreman	28.02	28.84	29.71	30.59	31.50	32.43
Parks Foreman	28.02	28.84	29.71	30.59	31.50	32.43
Safety Codes Officer 1	29.22	30.67	32.19	-	-	-
Safety Codes Officer 2	32.19	33.78	35.46	-	-	-
Journeyman Carpenter	25.64	26.90	28.23	-	-	-
Apprentice Mechanic	21.43	22.50	23.61	-	-	-
Heavy Duty Mechanic	33.14	33.95	34.79	-	-	-
Community Peace Officers	26.81	27.31	28.14	-	-	-
Bylaw Enforcement Officer	23.61	24.77	26.00	-	-	-

Appendix "B"
Effective January 1, 2013

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
Cashier	19.33	19.91	20.49	21.09	21.70	22.33
Receptionist	19.33	19.91	20.49	21.09	21.70	22.33
Recreation Receptionist	19.33	19.91	20.49	21.09	21.70	22.33
Protective Services Clerk	19.33	19.91	20.49	21.09	21.70	22.33
Engineering Clerk	19.33	19.91	20.49	21.09	21.70	22.33
Development Clerk	19.33	19.91	20.49	21.09	21.70	22.33
Public Works Secretary	19.33	19.91	20.49	21.09	21.70	22.33
Works & Utilities Admin. Assistant	19.91	20.48	21.08	21.69	22.32	22.97
Records Management Clerk	19.91	20.48	21.08	21.69	22.32	22.97
Recreation Administrative Assistant	19.91	20.48	21.08	21.69	22.32	22.97
Entry Level RCMP Clerk	19.91	20.48	21.08	21.69	22.32	22.97
RCMP Clerk	20.45	21.04	21.66	22.29	22.94	23.61
Accounts Payable Clerk	21.56	22.19	22.84	23.51	24.20	24.91
Utility Clerk	21.56	22.19	22.84	23.51	24.20	24.91
Tax & Assessment Clerk	21.56	22.19	22.84	23.51	24.20	24.91
AR Collections Clerk	21.56	22.19	22.84	23.51	24.20	24.91
Administration & Finance Clerk	21.56	22.19	22.84	23.51	24.20	24.91
Senior Accountant	28.04	28.87	29.72	30.59	31.49	32.41
Jr. Engineering Technologist	24.15	24.86	25.60	26.35	27.12	27.92
Sr. Engineering Technologist	30.15	31.03	31.95	32.90	33.88	34.87
GIS/ Junior Planner	28.04	28.87	29.72	30.59	31.49	32.41
Network Administrator	28.04	28.87	29.72	30.59	31.49	32.41
Pool Shift Supervisor 1	18.78	19.69	20.66	-	-	-
Pool Shift Supervisor 2	20.66	21.67	22.73	-	-	-
Aquatic Supervisor	26.66	27.45	28.25	29.09	29.95	30.84
Program Coordinator	26.66	27.45	28.25	-	-	-
Recreation Operators 1	20.32	21.31	22.33	-	-	-
Recreation Operators 2	22.33	23.43	24.57	-	-	-
Recreation Operators 3	24.57	25.77	27.03	-	-	-
Parks Maintenance 1	20.32	21.31	22.33	-	-	-
Parks Maintenance 2	22.33	23.43	24.57	-	-	-
Parks Maintenance 3	24.57	25.77	27.03	-	-	-
Public Works Maintenance 1	20.32	21.31	22.33	-	-	-
Public Works Maintenance 2	22.33	23.43	24.57	-	-	-
Public Works Maintenance 3	24.57	25.77	27.03	-	-	-
Utility Operator 1	24.81	25.41	26.04	-	-	-
Utility Operator 2 - Level 1	26.04	26.67	27.33	-	-	-
Utility Operator 2 - Level 2	27.33	28.00	28.69	-	-	-
Utility Operator 2 - Level 3	28.69	29.39	30.11	-	-	-
Utility Operator 3	30.11	30.85	31.61	-	-	-
Head Utility Operator	29.11	29.96	30.85	31.77	32.70	33.67
Works Foreman	29.11	29.96	30.85	31.77	32.70	33.67
Utility Foreman	29.11	29.96	30.85	31.77	32.70	33.67
Recreation Foreman	29.11	29.96	30.85	31.77	32.70	33.67
Facility Foreman	29.11	29.96	30.85	31.77	32.70	33.67
Parks Foreman	29.11	29.96	30.85	31.77	32.70	33.67
Safety Codes Officer 1	30.36	31.85	33.41	-	-	-
Safety Codes Officer 2	33.41	35.06	36.78	-	-	-
Journeyman Carpenter	26.66	27.97	29.34	-	-	-
Apprentice Mechanic	22.33	23.43	24.57	-	-	-
Heavy Duty Mechanic	34.39	35.22	36.09	-	-	-
Community Peace Officers	27.87	28.38	29.24	-	-	-
Bylaw Enforcement Officer	24.57	25.77	27.03	-	-	-

Appendix "B"
Effective January 1, 2014

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
Cashier	19.91	20.50	21.10	21.73	22.35	23.00
Receptionist	19.91	20.50	21.10	21.73	22.35	23.00
Recreation Receptionist	19.91	20.50	21.10	21.73	22.35	23.00
Protective Services Clerk	19.91	20.50	21.20	21.73	22.35	23.00
Engineering Clerk	19.91	20.50	21.10	21.73	22.35	23.00
Development Clerk	19.91	20.50	21.10	21.73	22.35	23.00
Public Works Secretary	19.91	20.50	21.10	21.73	22.35	23.00
Works & Utilities Admin. Assistant	20.50	21.09	21.72	22.34	22.99	23.66
Records Management Clerk	20.50	21.09	21.72	22.34	22.99	23.66
Recreation Administrative Assistant	20.50	21.09	21.72	22.34	22.99	23.66
Entry Level RCMP Clerk	20.50	21.09	21.72	22.34	22.99	23.66
RCMP Clerk	21.06	21.67	22.31	22.96	23.63	24.32
Accounts Payable Clerk	22.21	22.85	23.53	24.22	24.93	25.66
Utility Clerk	22.21	22.85	23.53	24.22	24.93	25.66
Tax & Assessment Clerk	22.21	22.85	23.53	24.22	24.93	25.66
AR Collections Clerk	22.21	22.85	23.53	24.22	24.93	25.66
Administration & Finance Clerk	22.21	22.85	23.53	24.22	24.93	25.66
Senior Accountant	28.88	29.74	30.61	31.51	32.44	33.39
Jr. Engineering Technologist	24.87	25.61	26.37	27.14	27.93	28.75
Sr. Engineering Technologist	31.06	31.97	32.90	33.89	34.89	35.92
GIS/ Junior Planner	28.88	29.74	30.61	31.51	32.44	33.39
Network Administrator	28.88	29.74	30.61	31.51	32.44	33.39
Pool Shift Supervisor 1	19.34	20.28	21.28	-	-	-
Pool Shift Supervisor 2	21.28	22.32	23.41	-	-	-
Aquatic Supervisor	27.46	28.27	29.10	29.97	30.85	31.77
Program Coordinator	27.46	28.27	29.10	-	-	-
Recreation Operators 1	20.93	21.94	23.00	-	-	-
Recreation Operators 2	23.00	24.13	25.31	-	-	-
Recreation Operators 3	25.31	26.55	27.85	-	-	-
Parks Maintenance 1	20.93	21.94	23.00	-	-	-
Parks Maintenance 2	23.00	24.13	25.31	-	-	-
Parks Maintenance 3	25.31	26.55	27.85	-	-	-
Public Works Maintenance 1	20.93	21.94	23.00	-	-	-
Public Works Maintenance 2	23.00	24.13	25.31	-	-	-
Public Works Maintenance 3	25.31	26.55	27.85	-	-	-
Utility Operator 1	25.55	26.17	26.82	-	-	-
Utility Operator 2 - Level 1	26.82	27.47	28.15	-	-	-
Utility Operator 2 - Level 2	28.15	28.84	29.55	-	-	-
Utility Operator 2 - Level 3	29.55	30.27	31.01	-	-	-
Utility Operator 3	31.01	31.78	32.56	-	-	-
Head Utility Operator	29.99	30.86	31.78	32.72	33.68	34.68
Works Foreman	29.99	30.86	31.78	32.72	33.68	34.68
Utility Foreman	29.99	30.86	31.78	32.72	33.68	34.68
Recreation Foreman	29.99	30.86	31.78	32.72	33.68	34.68
Facility Foreman	29.99	30.86	31.78	32.72	33.68	34.68
Parks Foreman	29.99	30.86	31.78	32.72	33.68	34.68
Safety Codes Officer 1	31.27	32.81	34.41	-	-	-
Safety Codes Officer 2	34.41	36.11	37.89	-	-	-
Journeyman Carpenter	27.46	28.81	30.22	-	-	-
Apprentice Mechanic	23.00	24.13	25.31	-	-	-
Heavy Duty Mechanic	35.42	36.28	37.18	-	-	-
Community Peace Officers	28.71	29.23	30.12	-	-	-
Bylaw Enforcement Officer	25.31	26.55	27.85	-	-	-