



CUPE

COLLECTIVE AGREEMENT

- between -

THE CITY OF CAMROSE

- and -

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

JANUARY 1, 2021 - DECEMBER 31, 2021



Canadian Office and Professional Employees Union #491



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AGREEMENT

THIS AGREEMENT made in duplicate this **25** day of **November**, 2020

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 Position

The word "Position" when used in the Collective Agreement shall mean the duties and requirements of a job as identified by the Employer.

3.02 Employee

The word "Employee" when used in this Collective Agreement shall mean a person assigned to a Position coming within the scope of this Collective Agreement.

3.03 Permanent Full-Time Employee

The words "Permanent Full-time Employee" when used in the Collective Agreement shall mean an Employee who has regularly scheduled/guaranteed hours that continuously satisfy the requirements of Article 14, has no end date and successfully completed the required probationary period.

3.04 Probationary Employee

The words "Probationary Employee" when used in this Agreement shall mean an Employee serving the probationary period required by Article 11.02.

3.05 Permanent Part-Time Employee

The words "Permanent Part-time Employee" when used in this Collective Agreement shall mean an Employee who has regularly scheduled/guaranteed hours, does not continuously meet the requirement of Article 14 and has no end date.

3.06 Term Employee

The words "Term Employee" when used in the Collective Agreement shall mean an Employee who has regularly scheduled hours, that continuously satisfy the requirement of Article 14 and has an end date that exceeds one (1) year but does not exceed two (2) years. Any extension must have written agreement between the parties.

3.07 Temporary Employee

The words "Temporary Employee" when used in this Collective Agreement shall mean an Employee who has regularly scheduled hours as outlined in Article 14 and has an end date to a maximum of twelve (12) months. Any extension must have written agreement between the parties.

3.08 Casual Employee

The words "Casual Employee" when used in this Collective Agreement shall mean an Employee who hired to work on an as needed basis and who is not regularly scheduled.

3.09 Peak Season

The words "Peak Season" when used in this Collective Agreement shall mean:

- Streets – May 1 to September 30
- Utilities – May 1 to September 30
- Parks – May 1 to September 30
- Facilities – September 1 to March 30
- Golf Course – April 1 to October 30

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 Utility 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" Hourly Wages and Job 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 bargaining unit work 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, Term, Casual and Temporary Employees

This Collective Agreement is fully applicable to all Permanent Part-time, Term, 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 their representative which may conflict with the terms of this Collective Agreement.

4.06 Union Orientation

- (a) The Employer shall inform new Employees that a Collective Agreement is in effect.
- (b) The Employer shall notify the Union of the date and place of the commencement of work of each new Employee.
- (c) The Employer shall provide the Union the opportunity to meet for one (1) hour, during work hours, within the first 30 days of the new Employee being hired for the purpose of acquainting them with the benefits and duties of Union membership, and their responsibilities and obligations to the Employer and the Union.
- (d) The Union shall notify the Employer of the date and time of the meeting.

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, colour, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, gender, gender identity, gender expression, sexual orientation or any other prohibited grounds as defined by the Alberta Human Rights Act, 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

T4 Statement of Remuneration Paid will include 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, on an annual basis or when any changes occur to elected Positions to the Employer. 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 - WARNING NOTICES AND DISCIPLINE

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

9.02 When an Employee is to be disciplined or terminated by the Employer, the Employee shall be advised that they have the right to have a Union representative present. This shall not apply to a Verbal Reprimand.

9.03 The progression of discipline usually follows the four steps provided below. However, as stated in Article 9.01 discipline must bear a reasonable relationship to the violation. Therefore, a disciplinary response may modify or bypass steps in the four step process depending on the gravity of the violation:

- (a) Verbal Reprimand (counselling or coaching) – typically will not form part of personnel file
- (b) Written Warning
- (c) Suspension
- (d) Termination

9.04 An Employee shall be given written particulars of a written warning, suspension, or termination. No letter of discipline may be placed on an Employee's personnel file without the Employee's knowledge. Copies of all written warning notices or notices of termination, suspension or other discipline shall be provided to the Union within five (5) working days of the notice, indicating the nature of the cause

for the disciplinary action.

- 9.05 After the expiration of twenty-four (24) months from the date of a letter of discipline, the letter shall be removed from the Employee's personnel file, upon the Employee submitting a request for removal.
- 9.06 No Employee shall be disciplined or dismissed without just cause. Certain infractions and serious incidents may warrant foregoing progressive discipline. In such cases, the Employee could face immediate suspension or termination with no preliminary warnings being issued. Where an Employee has been terminated, steps 1 & 2 of the Grievance Procedure shall be omitted, and the Grievance shall commence at step 3.
- 9.07 With forty-eight (48) hours written notice, an Employee has the right to view their personnel file in the presence of the Employer.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 A Grievance under this Agreement shall be defined as any difference concerning the interpretation, application or operation of any alleged violation of this Agreement.
- 10.02 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.
- 10.03 An Employee who believes themselves to be aggrieved shall, within ten (10) working days, take up the matter with their 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, they may if they wish, be accompanied by a representative of the Union. The Supervisor shall give their decision in writing within five (5) working days of the grievance being submitted.
- 10.04 Failing satisfactory settlement within four (4) working days after the dispute was submitted under Article 10.03, 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 themselves and the parties involved within five (5) working days and shall render their decision, in writing, within five (5) working days of the meeting.
- 10.05 Failing satisfactory settlement after the decision has been rendered under Article 10.04, 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 their decision in writing within five (5) working days of the meeting.

- 10.06 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. If both parties agree, the grievance may be referred to a single arbitrator.

- 10.07 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 10.06.

- 10.08 For the purposes of this Article, working days shall be Monday to Friday, exclusive of weekends and statutory holidays.

ARTICLE 11 - SENIORITY

11.01 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, their 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.

11.02 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. Article 11.02 shall not apply to Casual or Temporary Employees as defined under Article 3. However, if a Casual or Temporary Employee is appointed to a permanent Position, then their time as a Casual or Temporary Employee will be applied towards their probationary period.

11.03 Seniority During Absence

If an Employee is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer, they shall not lose seniority rights.

An Employee shall only lose their seniority in the event:

- (a) They are discharged for just cause and is not reinstated.
- (b) They resign.
- (c) After a lay-off they fail 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 their current address.
- (d) They are laid off for a period in excess of twelve (12) consecutive months.

11.04 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 Article, 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.

11.05 Transfers Outside the Bargaining Unit

No Employee shall be transferred to a Position outside the Bargaining Unit without their consent and the Union shall be notified following any transfer(s).

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Job Postings

When a vacancy is declared by the Employer or a new Position is created within the Bargaining Unit, the Employer shall, within fifteen (15) 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 Labourers 1 & 2 need not be posted.

12.02 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.

12.03 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.

12.04 Qualifications Defined

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

12.05 Trial Period

When a permanent Employee accepts a different Position, the Employee shall be

placed on trial for a period not to exceed six (6) months. In the event the applicant proves unsatisfactory in the Position during the aforementioned trial period, or the Employee determines the Position is unsatisfactory, the Employee shall return to their former Position, at the previous wage or salary and without loss of seniority. Any other Employee transferred because of the rearrangement of Positions shall also be returned to their former Position, or equivalent Position, at the previous wage or salary without loss of seniority.

12.06 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 their former Position if the required qualifications are not met within such time.

12.07 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 their Supervisor and their attendance shall be at the discretion of the affected Department Supervisors.

12.08 Temporary Assignment

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

12.09 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 their present department.

12.10 Casual, Temporary, Consideration for Permanent Position

No Casual or Temporary Employee will be considered for any permanent Position except a Labourer 3 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 12.03, 12.05 and 12.06 shall be the deciding factor.

12.11 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 12.01 and 12.07.

12.12 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 available procedures under Article 10 have been exhausted or the Grievance is withdrawn or abandoned.

ARTICLE 13 - LAY-OFF AND RECALL PROCEDURE

13.01 Role of Seniority in Lay-Off for Permanent Employees

Both parties recognize that job security shall increase in proportion to length of service. Therefore, layoffs affecting permanent Employees shall be determined based on bargaining unit seniority as defined in Article 11.01, provided remaining Employees have the qualifications to perform the remaining work.

13.02 Recall Procedure for Permanent Employees

Laid off Permanent Employees shall be recalled in order of their seniority.

13.03 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 11.01, have been given the opportunity of recall.

13.04 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.

13.05 Grievances on Lay-Off and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Article 10.04 of the Grievance Procedure.

13.06 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 to a maximum of one (1) year, at which time coverage will cease. This Article is not applicable to Temporary and Casual Employees.

13.07 Where an Employee fails to return to work as required by Article 11.03 (c) that Employee's employment will end.

Where an Employee is laid off for a period in excess of twelve (12) consecutive months without being recalled (as in Article 11.03 (d)). The Employee is only entitled to the applicable pay in lieu of notice by Employment Standards Code.

ARTICLE 14 - HOURS OF WORK

14.01 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.

14.02 Standard or Average Hours

The Public Works Department's regular workweek is Monday to Friday inclusive for a total of forty (40) hours per week. The Community Services Department regular workweek is Sunday to Saturday, with the exception of the Golf Course Division which has a workweek of Monday to Sunday.

Hours will equal either forty (40) hours per week or eighty (80) hours biweekly, for a total of 2080 hours per year.

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.

14.03 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, with the exception of the Golf Course as outlined in Article 14.02.

Employees may be required to work a compressed work week provided pre-approval is requested and approved by the applicable Department Manager. 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 Article does not apply to Employees involved in street cleaning or snow removal.

14.04 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.

14.05 Reporting Pay Guarantee

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

14.06 Reporting Place

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

ARTICLE 15 - OVERTIME

15.01 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.

15.02 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.

15.03 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 Article.

15.04 Employees will have an option of payment of overtime or may bank up to a maximum of forty (40) hours of accumulated overtime in one (1) calendar year. Should an employee have their overtime bank at their maximum of forty (40) hours, all overtime from this point will be paid out.

15.05 Time Off in Lieu of Overtime

An Employee may take time off in lieu of overtime, at the 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 an Employee during the Peak Season for their work unit as defined in Article 3.09.
- (d) Any overtime accumulated prior to December 1 must be scheduled prior to December 1 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.

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

15.07 Meal Period

The Employer will make every reasonable effort to allow Employees a reasonable paid rest period where it appears that overtime may be in excess of one hour.

ARTICLE 16 - GENERAL HOLIDAYS

16.01 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.

16.02 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.

16.03 Compensation for Working on a General Holiday

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

16.04 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.

16.05 Community Services Employees

Employees of the Community Services Department may receive pay in lieu of days off as mentioned in Articles 16.03 and 16.04.

16.06 Christmas or New Year's Day

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

16.07 If an Employee is absent, their scheduled working day prior to or following the general holiday, no payment shall be made for their general holiday unless the absence is covered by a medical certificate or an authorized leave of absence.

ARTICLE 17 - VACATIONS

17.01 Length of Vacations

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

One (1) year to four (4) years	fifteen (15) working days
Five (5) years to ten (10) years	twenty (20) working days
Eleven (11) to nineteen (19) years	twenty-five (25) working days
Twenty (20) years or more	thirty (30) working days

The Employer reserves the right to require all vacation in excess of four (4) weeks to be taken by the Employee during the non-peak season of the work unit as defined in Article 3.09.

Employees shall be required to take the entire vacation period that they have earned within a twelve (12) month period following the date that such vacation period was earned. The City shall pay out any amount in excess of two times (2x) the annual vacation eligibility on the final pay period of the calendar year. In special circumstances, the Supervisor may approve a carryover of a maximum of ten (10) days and which must be used within six (6) months of the extension date.

17.02 Compensation for Holidays Falling Within Vacation Schedule

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

17.03 Vacation Pay on Termination or Retirement

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

17.04 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 17.05.

17.05 Vacation Schedule

Employees shall submit requests for annual vacation between March 1 and April 15 of each year, such vacation time to be approved by the Employer. The Employer shall post the vacation schedule by May 1 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.

17.06 Unbroken Vacation Period

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

17.07 Approved Leave of Absence During Vacation

Where an Employee qualified for sick leave, bereavement or any other approved leave during their 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. In cases of sick leave, Article 18.05 applies.

17.08 Overtime Vacation Rate

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

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 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, or under examination of a certified health care professional or because of an accident for which compensation is not payable under the Worker's Compensation Act.

18.02 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.

18.03 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 18.07, accumulative Sick Leave shall not exceed nine hundred and sixty (960) hours.

18.04 Deductions from Sick Leave

An Employee, who, because of sickness, is unable to continue at their employment and completes only a portion of their 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.

18.05 Proof of Illness

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

18.06 Sick Leave During Leave of Absence and Lay-Off

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

18.07 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 their estate as the case may be.

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

- (1) Payment of accumulated sick credits shall be paid at the Employee's hourly rate of pay as of the termination date.
- (2) 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 Article 18.07, 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.

18.08 The City of Camrose is committed to assisting a return to work for all workers who have non-work related injuries or illness, to their full capacities. In order to achieve our objectives of maintain healthy meaningful job tasks, we have created a Return to Work program.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 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.

19.02 Leave of Absence for Union Functions

With exception to Article 8.02, an Employee elected or appointed to represent the Union at Union functions 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 CUPE, its affiliated or chartered bodies. Prior to attending a Union function, the Employee is required to complete a leave request detailing the date and time away from the job. The leave request must be submitted and approved prior to attending the Union function.

19.03 Paid Bereavement Leave

- (a) An Employee shall be entitled to Bereavement Leave up to a maximum of five (5) working days with pay 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, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, step-father, step-mother, 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, three (3) working days with pay.
- (c) Spouse is defined as current spouse, including common-law spouse and same gender partner.

19.04 Mourner's Leave

Four (4.0) hours of leave may be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner.

19.05 Paid Jury or Court Witness Duty Leave

- (a) The Employer shall grant leave of absence without loss of seniority benefits to an Employee who serves as a juror or subpoenaed witness in any court. Notification for such leave shall be made, in writing, at least twenty-four (24) hours in advance.
- (b) The Employer shall pay the Employee the difference between their normal earnings and the payment they receive for jury service or subpoenaed 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 their employment shall be considered as time worked at the appropriate rate of pay.
- (c) No payment shall be made to any Employee who is called to court as a witness as a result of any secondary employment or issues not pertaining to their employment with the City of Camrose.

19.06 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 General Manager. When an Employee is granted a general leave of absence without pay for duration of twelve (12) months or less and subject to the approval of the benefit carrier, the Employee shall have the option of continuing their Health Benefit coverage. The Employee pays the Employee and Employer share of the benefit premiums and these payments must be made by post-dated cheques, dated the first of each month, commencing the first month following the start of the leave. Should payments cease benefit coverage will no longer be provided.

19.07 Maternity, Parental Leave

Maternity Leave

- a) Maternity Leave shall be provided to eligible members as outlined in the Alberta Employment Standards Code.
- b) The City shall pay ninety five percent (95%) of the employee's regular salary for the first two (2) week period of maternity leave.
- c) Birth mothers must take at least six (6) weeks leave after birth of the child for health-related reasons. This may be extended an additional ten (10) weeks for a total maximum health-related leave of sixteen (16) weeks, provided a physician provides documentation of a health-related absence due to pregnancy.
- d) The City shall provide a forty percent (40%) salary compensation supplement to the employee for the remaining portion of the required six (6) week health-related leave after the birth of the child. This compensation supplement is contingent upon the member receiving Employment Insurance benefits, which the City may require proof of.
- e) Should the health-related portion of the maternity leave be extended beyond the required six (6) weeks per physician's orders, the Employee may use their accumulated sick leave as an additional compensation supplement, provided a physician provides documentation of a health-related absence due to pregnancy.
- f) Benefits will continue during maternity leave with the Employer and the Employee each contributing their portion. The Employee shall provide the City with post-dated cheques to cover the employees' portion of benefit costs and to facilitate on-going benefits coverage.
- g) Holidays and/or sick days will not accrue during maternity leave, unless accumulated sick leave is utilized as supplementary compensation.

Parental Leave

- a) Parental Leave shall be provided to eligible members as outlined in the Alberta Employment Standards Code.
- b) Benefits will continue during parental leave with the Employer and the Employee each contributing their portion. The member shall provide the City with post-dated cheques to cover the member's portion of benefit costs and to facilitate on-going benefits coverage.

19.08 Family Illness Leave

Family Illness Leave shall be granted to an Employee to a maximum of forty (40) 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.

19.09 Compassionate Care Leave

An Employee shall be granted an unpaid leave for up to six (6) weeks, to care for a family member (as defined in the Legislation) who has a serious medical condition with a significant risk of death. While on Compassionate Care Leave, the Employee's benefit coverage will continue with the Employer and the Employee each contributing their portion for a maximum of twelve (12) months total for any leave. The Employee shall provide the City with post-dated cheques to cover the Employee portion of benefit costs and to facilitate on-going benefits coverage. On return from leave, Employees will be placed in their former Position.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 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.

20.02 Equal Pay for Equal Work

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

20.03 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.

20.04 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.

20.05 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 16	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 within fifteen (15) kilometres travel distance of the City of Camrose City limits.
- (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.
- (f) For an Employee to be put on or to remain on the Utilities On Call Schedule, the Employee must be qualified to perform the duties required.

20.06 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 21 - JOB CLASSIFICATION AND RECLASSIFICATION

21.01 No Elimination of Present Classification

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

21.02 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 they are 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. If the reclassification is awarded, the new rate shall become retroactive to the time the Position was first filled by an Employee.

ARTICLE 22 - EMPLOYEE BENEFITS

22.01 Pension Plans

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.

22.02 Extended Health, Dental and Vision Care 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.

The Employer shall provide a drug card under the existing Extended Health Plan for prescription drug purchases.

22.03 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.

22.04 Workers' Compensation Pay Supplement

- (a) Permanent Employees prevented from performing their work on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable shall receive from the Employer their full salary for a maximum of twelve (12) months. After twelve (12) months, the Employee shall receive the compensation amount payable by the Workers' Compensation Board.
- (b) Temporary/Casual Employees shall receive compensation directly from Workers Compensation Board, and no payment of wages will be provided by the City of Camrose. Duration and term of payment will be determined as per Workers Compensation guidelines.

- (c) The City of Camrose is committed to assisting a return to work for all workers who have been injured throughout the regular course of their employment, to their full capacities. In order to achieve our objectives of maintaining healthy meaningful job tasks, we have created a Return to Work program.

22.05 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 23 - UNIFORMS AND CLOTHING ALLOWANCE

23.01 Supply of or Allowance for Work Clothing or Uniforms

- (A) The Employer shall supply, at their 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 two hundred dollars (\$200.00) and such boots to be of a quality approved by the Canadian Standards Association. Replacements will be provided upon pre-authorization of the Supervisor and presentation of old worn out boots.

- (2) Summer Coveralls shall be provided for:

- (a) Utilities Employees
- (b) Community Services
- (c) Public Works Shop Employees
- (d) Roads (for tarring and oiling) & Painters

Winter coveralls shall be provided for Employees that are required to work outside for a period of time greater than two (2) continuous hours during winter season (November 1 – March 31).

- (3) Rubber boots shall be provided for:

- (a) Utilities Employees

- (b) Community Services
 - (c) Cemetery
- (4) Raincoats shall be provided for:
 - (a) Utilities 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 two hundred dollars (\$200.00) 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.

23.02 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 24 - GENERAL CONDITIONS

24.01 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.

ARTICLE 25 - WAGES AND RETROACTIVITY

25.01 Wages

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

25.02 Retroactive Pay for Terminated Employees

An Employee who has severed their 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 26 - TERM OF AGREEMENT

26.01 This Agreement shall be binding and remain in effect from the 1st day of January, 2021 to the 31st day of December, 2021, AD., 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.

26.02 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.

26.03 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
CITY OF CAMROSE**

**SIGNED-ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1425**

SCHEDULE "A" Hourly Wages and Job Classifications

January 1, 2021 – December 31, 2021

Increases are to all classifications.

Classification	January 1, 2021
	0.0%
Labourer 1	\$16.87
Labourer 2	\$20.60
Labourer 3	\$23.52
Operator 1	\$26.61
Operator 2	\$28.02
Operator 3	\$29.46
Operator 4	\$31.03
Senior Operator	\$33.13
Mechanic/Welder	\$36.02
Shop Foreman/Mechanic	\$40.63
Apprentice Rate	Set to applicable trade wage, approved by City

PREMIUM PAY

Multiple Journeyman Designations (Automotive Mechanic, Heavy Duty Mechanic or Welding)

Journeyman) shall receive a premium of Two Dollars (\$2.00) per hour.

Where an Employee is assigned to, and their primary job function is in the water/wastewater system, they shall qualify for Premium Pay.

Particulars of qualification as follows:

The City shall support a Utility Operator 1 to achieve a minimum Level 1 Alberta Environment Certification in the Employee's primary area of discipline within the first thirty-six (36) months of employment in the work area.

A Utility Operator 2 may be required to achieve a minimum Level 1 Alberta Environment Certification in the Employee's primary area of discipline.

A Utility Operator 3 may be required to achieve a minimum Level 1 Alberta Environment Certification in multiple disciplines in the Employee's primary areas of discipline.

A Utility Operator 4 may be required to achieve a minimum Level 2 Alberta Environment Certification in the Employee's primary areas of discipline.

A Senior Utility Operator may, be required to achieve a minimum Level 2 Alberta Environment Certification in multiple disciplines related to the workers specific duties.

Where an Employee has achieved such certifications, they shall receive a Premium Pay as follows:

Operator 2	\$1.50 per hour
Operator 3	\$2.00 per hour
Operator 4	\$3.00 per hour
Senior Operator	\$3.00 per hour

In addition to the above, Premium Pay will be provided for Employees who hold the following certifications, effective January 1, 2014:

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

Environmental Certification

1. To comply with legislation in the Province of Alberta, the City of Camrose is required to have appropriate certification levels to maintain its Approvals to Operate.
2. The City is committed to encouraging current Employees within the Public Works work unit to obtain Alberta Environment certification by funding appropriate courses.

3. Those Employees within Water and Wastewater Public Works work unit who acquire higher levels of Alberta Environment certification within their work area than the certification required for their Position will be compensated with a 2% premium on base pay as outlined in Schedule A.

Any Employee who is in receipt of premium pay prior to signing date of this agreement shall be eligible to continue to receive such pay.

SHIFT PREMIUM

Shift premium (differential) of one dollar and thirty-five cents (\$1.35) per hour (effective January 1, 2017) will be paid to Employees for any hours of their shift (excluding overtime) performed between 1800 hours and 0600 hours of the next day Monday to Friday, and for

all hours worked on weekends (0600 hours Saturday to Monday 0600 hours). Employees that work four hours or more between 1800 hours and 0600 hours, the shift differential shall apply to all hours worked. Shift premium will apply to all classifications.

RATES FOR LEADHAND

A Leadhand is one who, over and above their 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 fifty cents (\$1.50) 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.

TEMPORARY ASSIGNMENT FOR WORK OUTSIDE OF THE COLLECTIVE AGREEMENT

Employees who are assigned by City Management to temporarily perform positions out of the bargaining unit for five (5) working days in length or longer shall receive \$1.50 per hour above the Employee's own classification rate. The premium will not be factored into the Employees' overtime rate.

The Employee shall have the right to refuse such work assignment.

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 Labourer 3 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.

LETTER OF UNDERSTANDING

BETWEEN

**THE CITY OF CAMROSE
(The Employer)**

and

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

Re: Schedule "B"

The parties agree to the removal of Schedule "B" - Job Descriptions from the agreement.

The City of Camrose in consultation with CUPE will develop updated job descriptions utilizing the existing classifications within the agreement.

Consultations will take place at regular Labour Management Committee Meetings. Upon mutual agreement the parties may schedule meetings for job description review as required.

**SIGNED ON BEHALF OF THE
CITY OF CAMROSE**

**SIGNED-ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1425**

LETTER OF UNDERSTANDING

BETWEEN

**THE CITY OF CAMROSE
(The Employer)**

and

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

Re: Article 22 Employee Benefits

The Health Spending Account will have a carry-over of the benefit for a one (1) year period.

SIGNED ON BEHALF OF THE
CITY OF CAMROSE

SIGNED-ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1425

