COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF BROOKS

AND

CUPE
Canadian Union of Public Employees

LOCAL 1032

January 1, 2023 to December 31, 2026

LOU 3 Handibus Driver – Proposed Title Change L1032 City Brooks Signed Mar 7, 2023
LOU 4 Casual Relief L1032 City Brooks Signed Dec 9, 2023
LOU 5 Municipal Enforcement Hours of WorkL1032 City Brooks Signed Dec 9, 2023
LOU 6 Utility Operators L1032 City Brooks Signed Dec 18, 2023
LOU 7 Wage Adj, Name Change Protective Svc Clerk L1032 City Brooks Signed Dec 9, 2023
LOU 8 Appendix B L1032 City Brooks Signed June 27, 2024
LOU 9 Lead Community Peace Officer L1032 City Brooks Signed June 27, 2024
LOU 10 Grievance Procedure L1032 City Brooks Signed Nov 22, 2024
LOU 11 Network Administrator L1032 City Brooks Signed Oct 29, 2024
LOU 12 Financial Analyst L1032 City Brooks Signed Nov 19, 2024
LOU 13 Community Peace Officers L1032 City Brooks Signed May 1, 2025
LOU 14 Utility Operator 6 & 7 and Utility Foreman Signed June 26, 2026

Jan 05, 2023
/sh/apCope#491

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THIS AGREEMENT MADE THIS 1st DAY OF November 2022 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:

(a) To maintain and improve harmonious relations between the Employer and the Union;

(b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to wages, working conditions, employment, services and benefits;

(c) To encourage efficiency in operation;

(d) To enhance the quality of service provided to the people of the City of Brooks; and

(e) 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, 2023 and shall continue in full force and effect until December 31, 2026 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, as outlined in the *Alberta Labour Relations Code.*

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 *Alberta 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, unless they are filling a Unionized position in the absence of a permanent Employee 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 *Alberta Labour Relations Code.*

ARTICLE 4 – DEFINITIONS

4.01 Employee

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 one who is hired for a specific project or job of a limited duration.

A "casual Employee" is one who works occasionally, usually on a "call" basis.

4.06 Term Position

The words "term position" when used in this Agreement shall mean any permanent position established by the City as set out in Appendix B made temporarily vacant for more than two (2) months and less than two (2) years. The length of the term position, or any extension thereof, will be established by mutual agreement, in writing, between the Employer and the Union. The incumbent, based on satisfactory performance, shall be provided the first opportunity to remain in the term position for any agreed to extension.

4.07 Term Employee

Term Employees will be entitled to Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 19, 20, 21, 22.01, 25, 26.01, 26.02, 26.03, 26.06, 29, 31.01, 31.02, 31.03 and APPENDIX B.

Sick Leave credits may be accrued at the rate of one and one-half (1 ½) days per calendar month worked over the term of employment and used as per Article 24 but exempt of Article 24.08 and 24.10.

Vacation pay shall be paid at four percent (4%) of regular earnings in addition to wages due as per Alberta Employment Standards.

4.08 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.

4.09 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.

4.10 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.

4.11 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.

4.12 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 their present position.

4.13 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 and temporary and casual Employees filling a term position as per authority granted by the *Alberta Labour Relations Code*.

5.02 No Employee shall be required to make any written or verbal agreement with the Employer or their 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.

8.02 A Union Representative may meet with new Employee(s) for up to fifteen (15) minutes.

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.

9.02 Deductions

Deductions shall be made monthly and shall be forwarded to the Secretary-Treasurer of the Union not later than the tenth (10^{th}) 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, personal email addresses & phone numbers. It is the responsibility of all Employee's to advise the Employer, in writing, of any changes to their current address and/or 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 griever, 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 is required to bring their 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.

(c) Unless authorized by the Department Head, Probationary Employees cannot apply for vacancies until the completion of their probationary period. Such approval will not be unreasonably denied.

11.02 Probationary Employees who do not meet the requirements of the 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 Alberta 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 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 their current position. The City shall be responsible for any costs associated with acquiring a criminal record check.

11.05 All offers of employment for new Employees are conditional upon the City's review of and satisfaction with the Employee's criminal record check and driver abstract (where operating a motor vehicle is a requirement of the Employee's position). The City reserves the right to void any and all offers of employment at its sole discretion based on a review of the criminal record check and driver abstract 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:

(a) 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.

(b) Sanding streets, snow removal and street sweeping on a seasonal basis.

(c) For the seasonal seven (7) days coverage for the irrigation operation, hours and schedules may be changed.

(d) Employees may be scheduled to work eighty (80) hours in a consecutive ten (10) day period followed by four (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.

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) consecutive hour days scheduled from Monday to Friday.

The regular hours of work for the Public Works office clerk may consist of a forty (40) hour week made up of five (5) eight (8) consecutive hour days scheduled from Monday to Friday.

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 (8) hours per day, forty (40) hours per week, with a twenty (20) 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 (4) week period shall not exceed forty (40) hours per week.

(a) The regular hours of work for the Recreational Programmer shall be based on thirty (30) hours per week, with a twenty (20) minute paid lunch break. This position will be subject to shift work. Upon mutual agreement between the Employer and the Employee affected, the Recreation Programmer 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 (4) week period shall not exceed thirty (30) 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 Handibus Drivers

The regular hours of work shall consist of a thirty-seven and one half (37.5) hour week made up of five (5) seven and one half (7.5) hours, scheduled from Monday to Friday inclusive. Regular hours of work shall be scheduled between 8:00 a.m. and 4:00 p.m.

12.07 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.

12.08 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.

12.09 Minimum Hours

An Employee reporting for work on their regular shift shall be paid their 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.

12.10 Break Period

All Employees shall be permitted a paid fifteen (15) minute rest period in both the first and second half of a shift.

12.11 Lunch Period

Notwithstanding Article 12.03 all Employees shall be permitted a one (1) hour unpaid lunch break.

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 an Employee works, the Employee shall receive two (2) times their regular rate of pay 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 the Employee has left work on completion of their 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) If required, all stand-by eligible Employees in Public Works, Parks, Recreation and Utilities shall assume standby duties at least once per month.

When an Employee is on assigned standby, the Employee will be paid, in addition to the standby pay in Appendix "A", a minimum of three (3) 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 (1) 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 (1-½) 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) Overtime hours are banked at the applicable overtime rate, as specified in Article 13.02 per each overtime hour worked. The total number of overtime hours banked and taken is not to exceed fifty (50) 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 fifty (50) 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;

(i) The Employer may advertise the position internally and externally concurrently in order to expedite the process; however, no external applicants will be considered until all internal applicants have been fully processed.

(ii) The Employer is under no obligation to conduct interviews with Employees who do not meet the minimum qualifications and/or experience for the position.

(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 (2) months and shall be posted in accordance with Article 14.01.

14.04 In vacancies of two months or less, which the Employer intends to fill, the Employer may appoint a qualified Employee. Prior to appointing the position to an out of scope Employee, approval must be obtained from the Union. Such approval will not be unreasonably denied.

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

14.06 When Employees are relieving in a higher paid position outside the Bargaining Unit, the Employee shall receive the rate of pay of the position they are covering for all hours worked, effective the first day they were in relief.

14.07 In Articles 14.05 and 14.06 the Employee shall be compensated at the first step of the position that they are covering which provides an increase in wage.

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 they are required to do to successfully complete the trial period. During the trial period an Employee may elect to revert to their 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 their written consent. If an Employee is transferred to a position outside the Bargaining Unit, the Employee shall retain their 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, the Employee shall be placed back in their previous position. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

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 the Employee 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 (12) 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 *Alberta Employment Standards Code,* the minimum requirements of the *Alberta Employment Standards Code* as amended from time to time will apply.

16.04 It shall be the responsibility of the Employee to keep the Employer informed of their current address and phone numbers during the twelve (12) month recall period.

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 their service with the City was broken, in which event it shall be calculated from the date the Employee was rehired by the City following the last break in their 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:

(i) Dismissal for just cause and not reinstated.

(ii) Voluntary resignation.

(iii) Continuous layoff in excess of twelve (12) months due to lack of work.

(iv) Failure to return to work within three (3) working days following a layoff, after being notified to do so, unless through sickness or other just cause.

(v) Appointment to a position outside the scope of this Agreement for more than six (6) months.

(vi) Failure to return to work upon expiry of an authorized leave of absence except in extenuating circumstances with reasonable cause.

(vii) Absence from work without authorization except in extenuating circumstances with reasonable cause.

(viii) 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.

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 their 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 the Employee 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 the Employee has not received any disciplinary warning or suspension. Employees are responsible for requesting the Employer remove any disciplinary record from their file. The Employer shall confirm in writing to the Employee that such action has been completed.

18.02 Discharge Procedure

An Employee, who has completed their probationary period, may be discharged, but only for just cause. When an Employee is discharged or suspended the Employee 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 three (3) working days without notifying their 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 the Employee personally, or by a representative of the Canadian Union of Public Employees. The exempt supervisor or manager shall give their 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 their 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 and submitted to the C.A.O. within fifteen (15) working 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:

(a) Should the Employer fail to reply within the required time limits, the Union shall have the right to proceed to the next step.

(b) 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) working 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) working 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) calendar 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 *Alberta 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 should be done 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 their personnel file in the presence of a Management Representative, at a mutually agreed-to time and date. The Employee may review their file once every calendar year or as required under the grievance procedure. The Employee shall not remove anything from the personnel file.

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, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing 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.

22.02 Flex Day

In each year following the first complete year of service, Employees shall be entitled to one (1) flex day which shall be taken at a time mutually agreed to by the Employee and their immediate supervisor. Flex days must be used within the next year of service and cannot be carried over.

ARTICLE 23 - VACATIONS

23.01 All Employees covered by this agreement shall receive:

(a) Two (2) weeks vacation with pay after one (1) year service
(b) Three (3) weeks vacation with pay after two (2) years service
(c) Four (4) weeks vacation with pay after six (6) years service
(d) Five (5) weeks vacation with pay after fifteen (15) years service
(e) Six (6) weeks vacation with pay after twenty (20) 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, the Employee shall be granted an additional day's vacation for each holiday in addition to their 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 their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of their salary or wages in lieu of such vacation.

(a) An Employee entitled to up to three (3) weeks' vacation may take it at one time during the calendar year.

(b) Employees shall submit their vacation requests in writing to the City on or before April 1st of each calendar year.

(c) 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.

(d) 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 their period of vacation according to seniority.

(e) If, in the opinion of the Department Head, 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.

(f) 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 their 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.

(g) 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.

(h) 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.

(i) An Employee entitled to a vacation in excess of three (3) weeks may, with the approval of the Department Head, take their vacation at one time during the calendar year.

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

(a) From commencement of employment to five (5) years of service – 4% of regular earnings;

(b) 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:

(a) On lay-off;

(b) On unpaid absence while in receipt of short-term disability;

(c) On leave of absence;

(d) On maternity leave;

(e) 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 85 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 unless the Employee has been hospitalized.

(b) Any illness or injury which is willful.

(c) Any period when the Employee is in receipt of income replacement plan benefits.

24.04 Employees absent from work (excluding approved vacation or approved leaves) 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 the Employee's attending physician provide a certificate of proof of illness at the Employer's cost.

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 their 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 their credit at the rate of the Employee's standard rate of pay at the time of their retirement, death or resignation as applicable.

(b) Article 24.08 (a) 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 their family, an Employee shall be entitled, after notifying their Department Head, to use a maximum of seven (7) accumulated sick days per calendar 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 only be entitled to use sick leave credits when weekly indemnity denial is received following submission of a completed application.

24.11 At the expiration of twenty-four (24) months from the last day of paid sick leave or last day worked:

(a) If an Employee is not capable of resuming work; or

(b) If an Employee is not capable of performing the duties of their 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

ARTICLE 25 - LEAVE OF ABSENCE

25.01 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 Article 25.01, shall make written application therefore not less than fourteen (14) calendar days 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 (1) Employee from that operating unit. Operating units shall be defined as:

Administration
Aquatics
Facilities
Finance
Planning and Engineering
Protective Services
Public Works, Utilities and Parks
RCMP
Recreation

25.02 Leave for Union and Public Duties

(a) Upon fourteen (14) calendar days written notice, any Employee who is hired for a full time permanent position by the Union or anybody 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 (6) months.

(b) Upon fourteen (14) calendar days written notice, any Employee who is duly elected to a full-time permanent position with the Union or anybody 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 two (2) years. Such leave shall be renewed every two (2) years on request during their term of office.

(c) 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.

(d) Where permission has been granted by the Employer for one (1) 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 eighty (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.

25.03 Critical Illness in the Family and Bereavement Leave

An Employee shall be granted up to four (4) regularly scheduled workdays without loss of salary or wages in the case of

(a) death of a parent, or guardian, wife, or husband including common-law, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law.

(i) When the death/end of life service occurs outside the province of Alberta such leave shall also include reasonable traveling time, for a maximum paid leave of seven (7) days.

(b) life-threatening illness or injury, of a parent, or guardian, wife, or husband including common-law, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law when the ill/injured person is in the province of Alberta.

(i) When the ill/injured person is outside the province of Alberta such leave shall also include reasonable traveling time, for a maximum paid leave of seven (7) days.

25.04 Pallbearers Leave

Up to one (1) day leave shall be granted without pay to attend a funeral as pallbearer.

25.05 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 their employment. The Employer shall pay such an Employee the difference between their normal earnings and the payment they receive 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.

25.06 (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.

All other leaves shall be in accordance with Provincial and Federal Legislation as amended from time to time.

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 their 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.

25.07 Maternity, Parental and Adoption Leave

Maternity, Parental and Adoption leave benefits shall be granted in accordance with the Provincial and Federal Legislation 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 their Department Head after providing a written signed medical certificate from their physician, indicating that they are capable of performing the work and that resumption of work will not jeopardize their 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 their Department Head with a written signed medical certificate from their physician indicating their 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 their 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 (not on a leave of absence) 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 Appendix "B" attached hereto and forming part of this agreement. On each pay day each Employee shall be provided with an itemized statement of their 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 their 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:

(a) After five (5) years service (one payment of) $200.00
(b) After ten (10) years service (one payment of) $300.00
(c) After fifteen (15) years service (one payment of) $400.00
(d) After twenty (20) years service (one payment of) $500.00
(e) After twenty-five (25) years of service (one payment of) $600.00
(f) After thirty (30) years service (one payment of) $700.00
(g) After thirty-five (35) years of service (one payment of) $800.00

26.04 Application of Wage Grid Increments in Appendix "B"

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 or who progress 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 and Group Benefits

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

- Extended Health Care
- 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 calendar year.

e) The City shall pay one hundred percent (100%) of the premium for the Employee family assistance plan.

f) 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.

g) 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 their 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 their 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.

(f) Employees are required, and have a responsibility to, report all injuries to the Employer immediately for a work-related incident or accident.

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 situation.

29.07 Clothing and Safety Footwear

(a) The Employer, on proof of purchase, shall reimburse each Employee up to one hundred and fifty dollars ($150.00) per calendar year 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 reimburse each Employee up to one hundred dollars ($100.00) per calendar year toward the purchase of swim suits to each Employee who is required to wear a swim suit and who has demonstrated need for a new swim suit.

(c) 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.

(d) The Employer, on proof of purchase, shall reimburse all permanent Employees in the Facilities department and the Handibus Drivers, who have demonstrated a need for rainwear or inclement weather clothing and who are required to wear such clothing, up to one hundred and fifty dollars ($150) per calendar year. The Employee will be allowed to accumulate the amount for up to two (2) years.

(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

The 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 Visual Display Terminals provided they are prescribed as being necessary, by a qualified eye doctor, to operate a Visual Display Terminal.

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 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.

31.02 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.

31.03 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 and/or through the Employer's electronic system. The Employer must first approve any notices. Such approval or disapproval will not be unreasonably withheld.

APPENDIX "A"

Stand By Pay

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

Forty ($40) dollars 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:

$1.00 per hour

Standby Pay for Utility Operators

Any Utility Operator who resides within the City boundaries and 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 1, 2023 (1.50 hr)

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
Cashier	24.13	24.80	25.48	26.20	26.90	27.64
Receptionist	24.13	24.80	25.48	26.20	26.90	27.64
CSR Team Lead	24.13	24.80	25.48	26.20	26.90	27.64
Protective Services Clerk	24.13	24.80	25.48	26.20	26.90	27.64
Engineering Clerk	24.13	24.80	25.48	26.20	26.90	27.64
Development Clerk	24.13	24.80	25.48	26.20	26.90	27.64
Public Works Secretary	24.13	24.80	25.48	26.20	26.90	27.64
Works & Utilities Admin. Assistant	24.80	25.47	26.19	26.89	27.63	28.39
Records Management Clerk	24.80	25.47	26.19	26.89	27.63	28.39
Recreation Administrative Assistant	24.80	25.47	26.19	26.89	27.63	28.39
Entry Level RCMP Clerk	25.43	26.12	26.86	27.60	28.35	29.14
RCMP Clerk	26.74	27.47	28.25	29.02	29.87	30.66
Senior RCMP Clerk	27.50	28.26	29.05	29.85	30.69	31.54
Accounts Payable Clerk	26.74	27.47	28.25	29.02	29.83	30.66
Utility Clerk	26.74	27.47	28.25	29.02	29.83	30.66
Tax & Assessment Clerk	26.74	27.47	28.25	29.02	29.83	30.66
AR Collections Clerk	26.74	27.47	28.25	29.02	29.83	30.66
Administration & Finance Clerk	26.74	27.47	28.25	29.02	29.83	30.66
Senior Accountant	34.32	35.30	36.29	37.31	38.37	39.45
Jr. Engineering Technologist	29.76	30.60	31.47	32.35	33.24	34.17
Sr. Engineering Technologist	36.80	37.83	38.89	40.02	41.15	42.32
GIS/ Junior Planner	34.32	35.30	36.29	37.31	38.37	39.45
Network Administrator	34.32	35.30	36.29	37.31	38.37	39.45
Recreation Programmer	23.48	24.55	25.68	-	-	-
Pool Shift Supervisor 1	25.28	26.44	27.64	-	-	-
Pool Shift Supervisor 2	27.64	28.92	30.26	-	-	-
Pool Shift Supervisor 3	30.26	31.67	33.15	-	-	-
Aquatic Foreman	35.58	36.57	37.62	38.68	39.78	40.91
Program Coordinator	32.70	33.63	34.57	-	-	-
Recreation Operators 1	25.28	26.44	27.64	-	-	-
Recreation Operators 2	27.64	28.92	30.26	-	-	-
Recreation Operators 3	30.26	31.67	33.15	-	-	-
Parks Maintenance 1	25.28	26.44	27.64	-	-	-
Parks Maintenance 2	27.64	28.92	30.26	-	-	-
Parks Maintenance 3	30.26	31.67	33.15	-	-	-
Public Works Maintenance 1	25.28	26.44	27.64	-	-	-
Public Works Maintenance 2	27.64	28.92	30.26	-	-	-
Public Works Maintenance 3	30.26	31.67	33.15	-	-	-
Building Maintenance Operator 2	30.27	31.67	33.16	-	-	-
Building Maintenance Operator 3	32.72	34.23	35.84	-	-	-
Utility Operator 1	30.54	31.24	31.98	-	-	-

Utility Operator 2 - Level 1	31.98	32.72	33.49	-	-	-
Utility Operator 2 - Level 2	33.49	34.28	35.08	-	-	-
Utility Operator 2 - Level 3	35.08	35.90	36.74	-	-	-
Utility Operator 3	36.74	37.62	38.50	-	-	-
Head Utility Operator	35.58	36.57	37.62	38.68	39.78	40.91
Works Foreman	35.58	36.57	37.62	38.68	39.78	40.91
Utility Foreman	35.58	36.57	37.62	38.68	39.78	40.91
Recreation Foreman	35.58	36.57	37.62	38.68	39.78	40.91
Facility Foreman	35.58	36.57	37.62	38.68	39.78	40.91
Parks Foreman	35.58	36.57	37.62	38.68	39.78	40.91
Safety Codes Officer 1	37.03	38.79	40.61	-	-	-
Safety Codes Officer 2	40.61	42.54	44.56	-	-	-
Journeyman Carpenter	32.70	34.24	35.85	-	-	-
Apprentice Mechanic	27.64	28.92	30.26	-	-	-
Heavy Duty Mechanic	50.36	51.37	52.40	-	-	-
Community Peace Officers	34.13	34.72	35.73	-	-	-
Bylaw Enforcement Officers	30.26	31.67	33.15	-	-	-
Handibus Drivers	25.28	26.44	27.64	-	-	-

Effective January 1, 2024 (1.75%)

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
Cashier	24.55	25.23	25.93	26.66	27.37	28.12
Receptionist	24.55	25.23	25.93	26.66	27.37	28.12
CSR Team Lead	24.55	25.23	25.93	26.66	27.37	28.12
Protective Services Clerk	24.55	25.23	25.93	26.66	27.37	28.12
Engineering Clerk	24.55	25.23	25.93	26.66	27.37	28.12
Development Clerk	24.55	25.23	25.93	26.66	27.37	28.12
Public Works Secretary	24.55	25.23	25.93	26.66	27.37	28.12
Works & Utilities Admin. Assistant	25.23	25.92	26.65	27.36	28.11	28.89
Records Management Clerk	25.23	25.92	26.65	27.36	28.11	28.89
Recreation Administrative Assistant	25.23	25.92	26.65	27.36	28.11	28.89
Entry Level RCMP Clerk	25.88	26.58	27.33	28.08	28.85	29.65
RCMP Clerk	27.21	27.95	28.74	29.53	30.39	31.20
Senior RCMP Clerk	27.98	28.75	29.56	30.37	31.23	32.09
Accounts Payable Clerk	27.21	27.95	28.74	29.53	30.35	31.20
Utility Clerk	27.21	27.95	28.74	29.53	30.35	31.20
Tax & Assessment Clerk	27.21	27.95	28.74	29.53	30.35	31.20
AR Collections Clerk	27.21	27.95	28.74	29.53	30.35	31.20
Administration & Finance Clerk	27.21	27.95	28.74	29.53	30.35	31.20
Senior Accountant	34.92	35.92	36.93	37.96	39.04	40.14
Jr. Engineering Technologist	30.28	31.14	32.02	32.92	33.82	34.77
Sr. Engineering Technologist	37.44	38.49	39.57	40.72	41.87	43.06
GIS/ Junior Planner	34.92	35.92	36.93	37.96	39.04	40.14
Network Administrator	34.92	35.92	36.93	37.96	39.04	40.14
Recreation Programmer	23.89	24.98	26.12	-	-	-

Pool Shift Supervisor 1	25.72	26.90	28.12	-	-	-
Pool Shift Supervisor 2	28.12	29.43	30.79	-	-	-
Pool Shift Supervisor 3	30.79	32.22	33.73	-	-	-
Aquatic Foreman	36.20	37.21	38.28	39.36	40.48	41.63
Program Coordinator	33.27	34.22	35.17	-	-	-
Recreation Operators 1	25.72	26.90	28.12	-	-	-
Recreation Operators 2	28.12	29.43	30.79	-	-	-
Recreation Operators 3	30.79	32.22	33.73	-	-	-
Parks Maintenance 1	25.72	26.90	28.12	-	-	-
Parks Maintenance 2	28.12	29.43	30.79	-	-	-
Parks Maintenance 3	30.79	32.22	33.73	-	-	-
Public Works Maintenance 1	25.72	26.90	28.12	-	-	-
Public Works Maintenance 2	28.12	29.43	30.79	-	-	-
Public Works Maintenance 3	30.79	32.22	33.73	-	-	-
Building Maintenance Operator 2	30.80	32.22	33.74	-	-	-
Building Maintenance Operator 3	33.29	34.83	36.47	-	-	-
Utility Operator 1	31.07	31.79	32.54	-	-	-
Utility Operator 2 - Level 1	32.54	33.29	34.08	-	-	-
Utility Operator 2 - Level 2	34.08	34.88	35.69	-	-	-
Utility Operator 2 - Level 3	35.69	36.53	37.38	-	-	-
Utility Operator 3	37.38	38.28	39.17	-	-	-
Head Utility Operator	36.20	37.21	38.28	39.36	40.48	41.63
Works Foreman	36.20	37.21	38.28	39.36	40.48	41.63
Utility Foreman	36.20	37.21	38.28	39.36	40.48	41.63
Recreation Foreman	36.20	37.21	38.28	39.36	40.48	41.63
Facility Foreman	36.20	37.21	38.28	39.36	40.48	41.63
Parks Foreman	36.20	37.21	38.28	39.36	40.48	41.63
Safety Codes Officer 1	37.68	39.47	41.32	-	-	-
Safety Codes Officer 2	41.32	43.28	45.34	-	-	-
Journeyman Carpenter	33.27	34.84	36.48	-	-	-
Apprentice Mechanic	28.12	29.43	30.79	-	-	-
Heavy Duty Mechanic	51.24	52.27	53.32	-	-	-
Community Peace Officers	34.73	35.33	36.36	-	-	-
Bylaw Enforcement Officers	30.79	32.22	33.73	-	-	-
Handibus Drivers	25.72	26.90	28.12	-	-	-

Effective January 1, 2025 (1.75 %)

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
Cashier	24.98	25.68	26.38	27.13	27.85	28.62
Receptionist	24.98	25.68	26.38	27.13	27.85	28.62
CSR Team Lead	24.98	25.68	26.38	27.13	27.85	28.62
Protective Services Clerk	24.98	25.68	26.38	27.13	27.85	28.62
Engineering Clerk	24.98	25.68	26.38	27.13	27.85	28.62
Development Clerk	24.98	25.68	26.38	27.13	27.85	28.62

Public Works Secretary	24.98	25.68	26.38	27.13	27.85	28.62
Works & Utilities Admin. Assistant	25.68	26.37	27.11	27.84	28.61	29.39
Records Management Clerk	25.68	26.37	27.11	27.84	28.61	29.39
Recreation Administrative Assistant	25.68	26.37	27.11	27.84	28.61	29.39
Entry Level RCMP Clerk	26.33	27.04	27.81	28.57	29.35	30.17
RCMP Clerk	27.68	28.44	29.25	30.04	30.92	31.74
Senior RCMP Clerk	28.47	29.26	30.08	30.90	31.77	32.65
Accounts Payable Clerk	27.68	28.44	29.25	30.04	30.88	31.74
Utility Clerk	27.68	28.44	29.25	30.04	30.88	31.74
Tax & Assessment Clerk	27.68	28.44	29.25	30.04	30.88	31.74
AR Collections Clerk	27.68	28.44	29.25	30.04	30.88	31.74
Administration & Finance Clerk	27.68	28.44	29.25	30.04	30.88	31.74
Senior Accountant	35.53	36.55	37.57	38.63	39.72	40.84
Jr. Engineering Technologist	30.81	31.68	32.58	33.49	34.41	35.38
Sr. Engineering Technologist	38.10	39.17	40.26	41.43	42.60	43.81
GIS/ Junior Planner	35.53	36.55	37.57	38.63	39.72	40.84
Network Administrator	35.53	36.55	37.57	38.63	39.72	40.84
Recreation Programmer	24.31	25.42	26.58	-	-	-
Pool Shift Supervisor 1	26.17	27.37	28.62	-	-	-
Pool Shift Supervisor 2	28.62	29.94	31.33	-	-	-
Pool Shift Supervisor 3	31.33	32.79	34.32	-	-	-
Aquatic Foreman	36.84	37.86	38.95	40.05	41.18	42.35
Program Coordinator	33.85	34.82	35.79	-	-	-
Recreation Operators 1	26.17	27.37	28.62	-	-	-
Recreation Operators 2	28.62	29.94	31.33	-	-	-
Recreation Operators 3	31.33	32.79	34.32	-	-	-
Parks Maintenance 1	26.17	27.37	28.62	-	-	-
Parks Maintenance 2	28.62	29.94	31.33	-	-	-
Parks Maintenance 3	31.33	32.79	34.32	-	-	-
Public Works Maintenance 1	26.17	27.37	28.62	-	-	-
Public Works Maintenance 2	28.62	29.94	31.33	-	-	-
Public Works Maintenance 3	31.33	32.79	34.32	-	-	-
Building Maintenance Operator 2	31.34	32.79	34.33	-	-	-
Building Maintenance Operator 3	33.88	35.44	37.11	-	-	-
Utility Operator 1	31.62	32.34	33.11	-	-	-
Utility Operator 2 - Level 1	33.11	33.88	34.67	-	-	-
Utility Operator 2 - Level 2	34.67	35.49	36.32	-	-	-
Utility Operator 2 - Level 3	36.32	37.17	38.04	-	-	-
Utility Operator 3	38.04	38.95	39.86	-	-	-
Head Utility Operator	36.84	37.86	38.95	40.05	41.18	42.35
Works Foreman	36.84	37.86	38.95	40.05	41.18	42.35
Utility Foreman	36.84	37.86	38.95	40.05	41.18	42.35
Recreation Foreman	36.84	37.86	38.95	40.05	41.18	42.35
Facility Foreman	36.84	37.86	38.95	40.05	41.18	42.35
Parks Foreman	36.84	37.86	38.95	40.05	41.18	42.35
Safety Codes Officer 1	38.34	40.16	42.04	-	-	-

Safety Codes Officer 2	42.04	44.04	46.13	-	-	-
Journeyman Carpenter	33.85	35.45	37.12	-	-	-
Apprentice Mechanic	28.62	29.94	31.33	-	-	-
Heavy Duty Mechanic	52.14	53.18	54.25	-	-	-
Community Peace Officers	35.34	35.95	36.99	-	-	-
Bylaw Enforcement Officers	31.33	32.79	34.32	-	-	-
Handibus Drivers	26.17	27.37	28.62	-	-	-

Effective January 1, 2026 (1.25 %)

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
Cashier	25.29	26.00	26.71	27.46	28.20	28.97
Receptionist	25.29	26.00	26.71	27.46	28.20	28.97
CSR Team Lead	25.29	26.00	26.71	27.46	28.20	28.97
Protective Services Clerk	25.29	26.00	26.71	27.46	28.20	28.97
Engineering Clerk	25.29	26.00	26.71	27.46	28.20	28.97
Development Clerk	25.29	26.00	26.71	27.46	28.20	28.97
Public Works Secretary	25.29	26.00	26.71	27.46	28.20	28.97
Works & Utilities Admin. Assistant	26.00	26.70	27.45	28.19	28.96	29.76
Records Management Clerk	26.00	26.70	27.45	28.19	28.96	29.76
Recreation Administrative Assistant	26.00	26.70	27.45	28.19	28.96	29.76
Entry Level RCMP Clerk	26.66	27.38	28.16	28.93	29.72	30.55
RCMP Clerk	28.03	28.80	29.61	30.42	31.31	32.14
Senior RCMP Clerk	28.83	29.62	30.45	31.29	32.17	33.06
Accounts Payable Clerk	28.03	28.80	29.61	30.42	31.27	32.14
Utility Clerk	28.03	28.80	29.61	30.42	31.27	32.14
Tax & Assessment Clerk	28.03	28.80	29.61	30.42	31.27	32.14
AR Collections Clerk	28.03	28.80	29.61	30.42	31.27	32.14
Administration & Finance Clerk	28.03	28.80	29.61	30.42	31.27	32.14
Senior Accountant	35.98	37.00	38.04	39.11	40.22	41.35
Jr. Engineering Technologist	31.20	32.08	32.99	33.91	34.84	35.82
Sr. Engineering Technologist	38.58	39.66	40.77	41.95	43.14	44.36
GIS/ Junior Planner	35.98	37.00	38.04	39.11	40.22	41.35
Network Administrator	35.98	37.00	38.04	39.11	40.22	41.35
Recreation Programmer	24.61	25.73	26.91	-	-	-
Pool Shift Supervisor 1	26.50	27.72	28.97	-	-	-
Pool Shift Supervisor 2	28.97	30.32	31.72	-	-	-
Pool Shift Supervisor 3	31.72	33.20	34.75	-	-	-
Aquatic Foreman	37.30	38.33	39.44	40.55	41.70	42.88
Program Coordinator	34.28	35.25	36.24	-	-	-
Recreation Operators 1	26.50	27.72	28.97	-	-	-
Recreation Operators 2	28.97	30.32	31.72	-	-	-
Recreation Operators 3	31.72	33.20	34.75	-	-	-
Parks Maintenance 1	26.50	27.72	28.97	-	-	-
Parks Maintenance 2	28.97	30.32	31.72	-	-	-

Parks Maintenance 3	31.72	33.20	34.75	-	-	-
Public Works Maintenance 1	26.50	27.72	28.97	-	-	-
Public Works Maintenance 2	28.97	30.32	31.72	-	-	-
Public Works Maintenance 3	31.72	33.20	34.75	-	-	-
Building Maintenance Operator 2	31.73	33.20	34.76	-	-	-
Building Maintenance Operator 3	34.30	35.88	37.57	-	-	-
Utility Operator 1	32.01	32.75	33.52	-	-	-
Utility Operator 2 - Level 1	33.52	34.30	35.11	-	-	-
Utility Operator 2 - Level 2	35.11	35.93	36.77	-	-	-
Utility Operator 2 - Level 3	36.77	37.63	38.51	-	-	-
Utility Operator 3	38.51	39.44	40.36	-	-	-
Head Utility Operator	37.30	38.33	39.44	40.55	41.70	42.88
Works Foreman	37.30	38.33	39.44	40.55	41.70	42.88
Utility Foreman	37.30	38.33	39.44	40.55	41.70	42.88
Recreation Foreman	37.30	38.33	39.44	40.55	41.70	42.88
Facility Foreman	37.30	38.33	39.44	40.55	41.70	42.88
Parks Foreman	37.30	38.33	39.44	40.55	41.70	42.88
Safety Codes Officer 1	38.82	40.66	42.57	-	-	-
Safety Codes Officer 2	42.57	44.59	46.71	-	-	-
Journeyman Carpenter	34.28	35.89	37.58	-	-	-
Apprentice Mechanic	28.97	30.32	31.72	-	-	-
Heavy Duty Mechanic	52.79	53.84	54.93	-	-	-
Community Peace Officers	35.78	36.40	37.45	-	-	-
Bylaw Enforcement Officers	31.72	33.20	34.75	-	-	-
Handibus Drivers	26.50	27.72	28.97	-	-	-

SIGNED ON BEHALF OF THE CITY OF BROOKS

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

LETTER OF UNDERSTANDING #1

BETWEEN

CITY OF BROOKS
(hereinafter referred to as the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1032
(hereinafter referred to as the "Union")

RE: Sick Leave Banks

The Union and Employer agree that the following individuals will maintain their accrued sick leave bank at the current number however will not accrue any further days until their bank drops below the 85 days outlined in Article 24.02.

Keith Lubbers 102 days

This Letter of Understanding will be renewed until NONE of the individuals have over eighty-five (85) days banked.

SIGNED ON BEHALF OF THE CITY OF BROOKS

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

LETTER OF UNDERSTANDING #2

BETWEEN

CITY OF BROOKS
(hereinafter referred to as the "Employer")

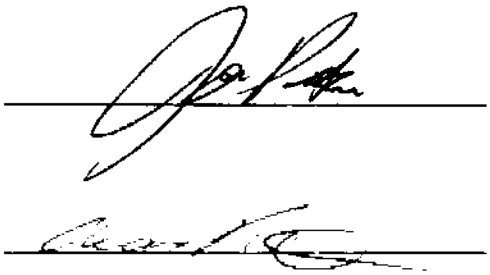
AND

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1032
(hereinafter referred to as the "Union")

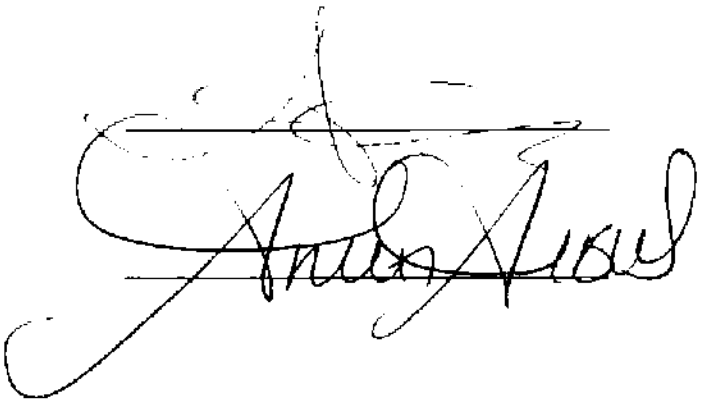
RE: Joint Committee to address Union Job Descriptions and Appendix B

The Parties agree to form a Joint Committee to review Article 12 Hours of Work to ensure the hours of work for all classifications are identified including the Recreation Programmer, Article 26 Payment of Wages and Allowances to address Utility Person Classifications, Appendix B Classifications to ensure all classifications are correctly identified including the title change for the Recreation Receptionist name change to Recreation Customer Service Representative (CSR) Team Lead, Union Job Descriptions and the City of Brooks Organizational Chart to ensure consistency across all documentation to be completed by June 30, 2023.

SIGNED ON BEHALF OF THE CITY OF BROOKS



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



LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF BROOKS

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1032

RE: Handibus Driver - Proposed Title Change

The Parties agree to the following:

1. Effective March 13, 2023, the Handibus Driver position will be altered to Access Transit Driver. All other terms and conditions of the employment agreement will remain unchanged.

SIGNED ON BEHALF OF THE CITY OF BROOKS

Amanda Peterson, Deputy CAO

Date: March 7, 2023

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

Angela Costley President

Date: March 7, 2023

LETTER OF UNDERSTANDING # 4
BETWEEN

CITY OF BROOKS
(hereinafter referred to as the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1032
(hereinafter referred to as the "Union")

RE: Casual Relief

Whereas Article 14 speaks to posting and filling vacancies and;

Whereas Article 14.04 addresses vacancies of 2 months or less, and the usage of out of scope Employees with approval and;

Whereas the collective agreement does not address the usage of out of scope Employees due to daily absences of unionized Employees.

Therefore, the parties agree that daily vacancies due to short term sick leave, or vacations of less than two (2) consecutive weeks in duration, and/or leaves of absence less than two (2) consecutive weeks in duration may be filled by out of scope Employees with no Union approval required. However, any daily vacancies of more than two (2) weeks duration must receive Union approval prior to filling with an out of scope Employee.

Date: December 5, 2023

SIGNED ON BEHALF OF THE CITY OF BROOKS

Date: Dec 9, 2023

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

/sh Cope#491

20 November 2023

LETTER OF UNDERSTANDING # 5
BETWEEN

CITY OF BROOKS
(hereinafter referred to as the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1032
(hereinafter referred to as the "Union")

RE: Municipal Enforcement Hours of Work

Whereas Article 12 speaks to hours of work for all departments it has been noted that there is no hours of work identified for Municipal Enforcement Department. Therefore the Parties agree to amend Article 12 as follows, including renumbering the Article as required;

12.07 Municipal Enforcement

The regular hours of work shall be eight (8) hours per day, forty (40) hours per week, and may be scheduled Monday to Friday, or Tuesday to Saturday.

Date: December 5, 2023

Date: Dec 9, 2023

SIGNED ON BEHALF OF THE CITY OF BROOKS

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

/sh Cope#491

27 November 2023

LETTER OF UNDERSTANDING # 6
BETWEEN

CITY OF BROOKS
(hereinafter referred to as the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1032
(hereinafter referred to as the "Union")

RE: Utility Operators

Whereas Article 26 speaks to payment of wages and allowances and;

Whereas CUPE Local 1032 proposed amendments to Article 26.06 in the last round of negotiations and;

Whereas the Parties agreed to Letter of Understanding #2 Joint Committee to address Union Job Descriptions and Appendix B, therefore the Parties agree to amend Article 26.06 as follows effective January 1, 2024.

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~~ **5** disciplines:

- *Waste Water Treatment 1*
- ~~***Water Treatment 2***~~
- ***Waste Water Collection 1***
- *Waste Water Collection 2*
- ***Water Distribution 1***
- *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~~ - **Including Hydro Vac Operator** – *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 4 – *upon completion of any four disciplines.*

Utility Operator 5 – *upon completion of any five disciplines.*

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

Effective January 1, 2024 (1.75%)

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
Utility Operator ~~1~~ - **Including Hydro Vac Operator**	31.07	31.79	32.54	-	-	-
Utility Operator **21** ~~- Level 1~~	32.54	~~33.29~~ 33.20	~~34.08~~ 33.87	-	-	-
Utility Operator 2 ~~- Level 2~~	~~34.08~~ 33.87	~~34.88~~ 34.53	~~35.69~~ 35.19	-	-	-
Utility Operator **23** ~~- Level 3~~	~~35.69~~ 35.19	~~36.53~~ 35.86	~~37.38~~ 36.52	-	-	-
Utility Operator 4	36.52	37.18	37.85			
Utility Operator **35**	~~37.38~~ 37.85	~~38.28~~ 38.51	39.17	-	-	-
~~Head Utility Operator~~	~~36.20~~	~~37.21~~	~~38.28~~	~~39.36~~	~~40.48~~	~~41.63~~
Utility Foreman	36.20	37.21	38.28	39.36	40.48	41.63

Effective January 1, 2025 (1.75 %)

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
Utility Operator ~~1~~ - **Including Hydro Vac Operator**	31.62	32.34	33.11	-	-	-
Utility Operator **21** - ~~Level 1~~	33.11	~~33.88~~ 33.78	~~34.67~~ 34.46	-	-	-
Utility Operator 2 - ~~Level 2~~	~~34.67~~ 34.46	~~35.48~~ 35.13	~~36.32~~ 35.81	-	-	-
Utility Operator **23** - ~~Level 3~~	~~36.32~~ 35.81	~~37.17~~ 36.49	~~38.04~~ 37.16	-	-	-
Utility Operator 4	37.16	37.83	38.51			
Utility Operator **35**	~~38.04~~ 38.51	~~38.95~~ 39.19	39.86	-	-	-
~~Head Utility Operator~~	~~36.84~~	~~37.86~~	~~38.95~~	~~40.05~~	~~41.18~~	~~42.35~~
Utility Foreman	36.84	37.86	38.95	40.05	41.18	42.35

Effective January 1, 2026 (1.25 %)

~~Classifications~~	Start	6 Months	12 Months	24 Months	36 Months	48 Months
Utility Operator 1 - Including Hydro Vac Operator	32.01	32.75	33.52	-	-	-
Utility Operator 21 ~~- Level 1~~	33.52	~~34.30~~ 34.21	~~35.11~~ 34.89	-	-	-
Utility Operator 2 ~~- Level 2~~	~~35.11~~ 34.89	~~35.93~~ 35.57	~~36.77~~ 36.26	-	-	-
Utility Operator 23 ~~- Level 3~~	~~36.77~~ 36.26	~~37.63~~ 36.94	~~38.51~~ 37.62	-	-	-
Utility Operator 4	37.62	38.31	38.99			
Utility Operator 35	~~38.51~~ 38.99	~~39.44~~ 39.68	40.36	-	-	-
~~Head Utility Operator~~	~~37.30~~	~~38.33~~	~~39.44~~	~~40.55~~	~~41.70~~	~~42.88~~
Utility Foreman	37.30	38.33	39.44	40.55	41.70	42.88

The Utility Foreman shall not be at a lower rate than if the Utility Foreman was at the top rate as a Utility Operator based on the Utility Foreman's Level of certification.

Date: December 18, 2023

CITY OF BROOKS

Date: DEC 18, 2023

CUPE Local 1032

/sh Cope#491

30 November 2023

LETTER OF UNDERSTANDING # 7
BETWEEN

CITY OF BROOKS
(hereinafter referred to as the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1032
(hereinafter referred to as the "Union")

RE: Wage Adjustment and Name Change for Protective Services Clerk

Whereas Article 27 addresses changes in classifications and;

Whereas a review of the Protective Services Clerk was conducted.

Therefore, the parties agree that the Protective Services Clerk will be renamed as the Protective Services Administrative Assistant on the following wage grid and the position shall receive the increase effective January 1, 2024.

Effective January 1, 2024 (1.75%)

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
~~Protective Services Clerk~~	~~24.55~~	~~25.23~~	~~25.93~~	~~26.66~~	~~27.37~~	~~28.12~~
Protective Services Administrative Assistant	25.23	25.92	26.65	27.36	28.11	28.89

Effective January 1, 2025 (1.75 %)

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
~~Protective Services Clerk~~	~~24.08~~	~~25.68~~	~~26.38~~	~~27.13~~	~~27.85~~	~~28.62~~
Protective Services Administrative Assistant	25.68	26.37	27.11	27.84	28.61	29.39

Effective January 1, 2026 (1.25 %)

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
~~Protective Services Clerk~~	~~26.29~~	~~26.00~~	~~26.71~~	~~27.46~~	~~28.20~~	~~28.97~~
Protective Services Administrative Assistant	26.00	26.70	27.45	28.19	28.96	29.76

Date: December 5, 2023

SIGNED ON BEHALF OF THE
CITY OF BROOKS

Date: DEC 9, 2023

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

/sh Cope#491
27 Novmember 2023

LETTER OF UNDERSTANDING # 8
BETWEEN

CITY OF BROOKS
(hereinafter referred to as the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1032
(hereinafter referred to as the "Union")

RE: Appendix B

As per Letter of Understanding #2, the Parties engaged in a review of the job descriptions, the City of Brooks Organizational Chart and Appendix B of the Collective Agreement.

Therefore, the Parties agree to amend Appendix B in the 2024, 2025 and 2026 in the classification grids as follows.

Effective January 1, 2024 (1.75%)

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
Cashier	24.55	25.23	25.93	26.66	27.37	28.12
Receptionist	24.55	25.23	25.93	26.66	27.37	28.12
CSR Team Lead	24.55	25.23	25.93	26.66	27.37	28.12
Protective Services Clerk	24.55	25.23	25.93	26.66	27.37	28.12
Engineering Clerk	24.55	25.23	25.93	26.66	27.37	28.12
Development Clerk	24.55	25.23	25.93	26.66	27.37	28.12
Public Works Secretary	24.55	25.23	25.93	26.66	27.37	28.12
Works & Utilities Admin. Assistant	25.23	25.92	26.65	27.36	28.11	28.89
Records Management Clerk	25.23	25.92	26.65	27.36	28.11	28.89
Recreation Administrative Assistant	25.23	25.92	26.65	27.36	28.11	28.89
Entry Level RCMP Clerk	25.88	26.58	27.33	28.08	28.85	29.65
RCMP Clerk	27.21	27.95	28.74	29.53	30.39	31.20
Senior RCMP Clerk	27.98	28.75	29.56	30.37	31.23	32.09
Accounts Payable Clerk	27.21	27.95	28.74	29.53	30.35	31.20
Utility Clerk	27.21	27.95	28.74	29.53	30.35	31.20
Tax & Assessment Clerk	27.21	27.95	28.74	29.53	30.35	31.20
AR Collections Clerk	27.21	27.95	28.74	29.53	30.35	31.20
Administration & Finance Clerk	27.21	27.95	28.74	29.53	30.35	31.20
Senior Accountant	34.92	35.92	36.93	37.96	39.04	40.14
Jr. Engineering Technologist	30.28	31.14	32.02	32.92	33.82	34.77

Sr. Engineering Technologist	37.44	38.49	39.57	40.72	41.87	43.06
GIS/ Junior Planner	34.92	35.92	36.93	37.96	39.04	40.14
Network Administrator	34.92	35.92	36.93	37.96	39.04	40.14
Recreation Programmer	23.89	24.98	26.12	-	-	-
Pool Shift Supervisor 1	25.72	26.90	28.12	-	-	-
Pool Shift Supervisor 2	28.12	29.43	30.79	-	-	-
Pool Shift Supervisor 3	30.79	32.22	33.73	-	-	-
Aquatic Foreman	36.20	37.21	38.28	39.36	40.48	41.63
Program Coordinator	33.27	34.22	35.17	-	-	-
Recreation Operators 1	25.72	26.90	28.12	-	-	-
Recreation Operators 2	28.12	29.43	30.79	-	-	-
Recreation Operators 3	30.79	32.22	33.73	-	-	-
Parks Maintenance 1	25.72	26.90	28.12	-	-	-
Parks Maintenance 2	28.12	29.43	30.79	-	-	-
Parks Maintenance 3	30.79	32.22	33.73	-	-	-
Public Works Maintenance 1	25.72	26.90	28.12	-	-	-
Public Works Maintenance 2	28.12	29.43	30.79	-	-	-
Public Works Maintenance 3	30.79	32.22	33.73	-	-	-
Building Maintenance Operator 2	30.80	32.22	33.74	-	-	-
Building Maintenance Operator 3	33.29	34.83	36.47	-	-	-
Utility Operator 1	31.07	31.79	32.54	-	-	-
Utility Operator 2 - Level 1	32.54	33.29	34.08	-	-	-
Utility Operator 2 - Level 2	34.08	34.88	35.69	-	-	-
Utility Operator 2 - Level 3	35.69	36.53	37.38	-	-	-
Utility Operator 3	37.38	38.28	39.17	-	-	-
~~Head Utility Operator~~	~~36.20~~	~~37.21~~	~~38.28~~	~~39.36~~	~~40.48~~	~~41.63~~
Works Foreman	36.20	37.21	38.28	39.36	40.48	41.63
Utility Foreman	36.20	37.21	38.28	39.36	40.48	41.63
Recreation Foreman	36.20	37.21	38.28	39.36	40.48	41.63
Facility Foreman	36.20	37.21	38.28	39.36	40.48	41.63
Parks Foreman	36.20	37.21	38.28	39.36	40.48	41.63
Safety Codes Officer 1	37.68	39.47	41.32	-	-	-
Safety Codes Officer 2	41.32	43.28	45.34	-	-	-
Journeyman Carpenter	33.27	34.84	36.48	-	-	-
Apprentice Mechanic	28.12	29.43	30.79	-	-	-
Heavy Duty Mechanic	51.24	52.27	53.32	-	-	-
Community Peace Officers	34.73	35.33	36.36	-	-	-
Bylaw Enforcement Officers	30.79	32.22	33.73	-	-	-
Handibus Drivers	25.72	26.90	28.12	-	-	-

Date: JUNE 27, 2024

CITY OF BROOKS

AMANDA PETERSON

Date: June 27, 2024

CUPE Local 1032

Angela Costley

/sh Cope#491

27 June 2024

LETTER OF UNDERSTANDING # 9
BETWEEN

CITY OF BROOKS
(hereinafter referred to as the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1032
(hereinafter referred to as the "Union")

RE: Lead Community Peace Officer

Whereas the Employer requested that a Lead Community Peace Officer temporally be provided additional compensation of one dollar and twenty five cents ($1.25) and;

Whereas the Union passed a motion on January 4, 2024 approving the request and;

Whereas the Employer now would like this to be a permanent in scope position.

Therefore, the Parties agree to amend Appendix B in the 2024, 2025 and 2026 classification grids as follows.

Effective January 1, 2024 (1.75%)

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
Community Peace Officers	34.73	35.33	36.36	-	-	-
Lead Community Peace Officers	**36.20**	**37.21**	**38.28**	**39.36**	**40.48**	**41.63**

Effective January 1, 2025 (1.75%)

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
Community Peace Officers	35.34	35.95	36.99	-	-	-
Lead Community Peace Officers	**36.84**	**37.86**	**38.95**	**40.05**	**41.18**	**42.35**

Effective January 1, 2026 (1.25%)

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
Community Peace Officers	35.78	36.40	37.45	-	-	-
Lead Community Peace Officers	**37.30**	**38.33**	**39.44**	**40.55**	**41.70**	**42.88**

Date: JUNE 27, 2024

CITY OF BROOKS

AMANDA PEDERSON

Date: June 27, 2024

CUPE Local 1032

Angela Costley

/sh Cope#491

27 June 2024

LETTER OF UNDERSTANDING # 10
BETWEEN

CITY OF BROOKS
(hereinafter referred to as the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1032
(hereinafter referred to as the "Union")

RE: Grievance Procedure

The Parties agree to amend Article 19 and Article 20 as follows.

ARTICLE 19 - GRIEVANCE PROCEDURE

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.

Policy Grievance

A policy grievance must be initiated in writing by the Union and submitted to the C.A.O. within fifteen (15) working 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 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.

ARTICLE 20 - ARBITRATION

20.01 Either party wishing to submit a grievance to arbitration shall, within fifteen (15) working days of receipt of the **C.A.O.'s decision** 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.

Date: November 22, 2024

CITY OF BROOKS

Date: November 22, 2024

CUPE Local 1032

Angela Costley

/sh Cope#491

9 October 2024

LETTER OF UNDERSTANDING # 11
BETWEEN

CITY OF BROOKS
(hereinafter referred to as the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1032
(hereinafter referred to as the "Union")

RE: Network Administrator

The Parties agree to amend Appendix B as follows.

APPENDIX "B"
Effective January 1, 2024 (1.75%)

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
	34.92	35.92	36.93	37.96	39.04	40.14
~~Network~~ IT Administrator	38.46	39.81	41.20	42.64	44.14	45.68

Effective January 1, 2025 (1.75 %)

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
	35.53	36.55	37.57	38.63	39.72	40.84
~~Network~~ IT Administrator	39.13	40.50	41.92	43.39	44.91	46.48

Effective January 1, 2026 (1.25 %)

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
	35.98	37.00	38.04	39.11	40.22	41.35
~~Network~~ IT Administrator	39 62	41.01	42.45	43.93	45.47	47.06

Date: Oct 28, 2024 Date: October 29, 2024

CITY OF BROOKS

Christopher J. Parker

CUPE Local 1032

Angela Castley

/sh Cope#491

28 October 2024

LETTER OF UNDERSTANDING # 12
BETWEEN

CITY OF BROOKS
(hereinafter referred to as the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1032
(hereinafter referred to as the "Union")

RE: Financial Analyst

The Parties agree to amend Appendix B as follows.

APPENDIX "B"
Effective January 1, 2024 (1.75%)

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
~~Senior Accountant~~ Financial Analyst	34.92	35.92	36.93	37.96	39.04	40.14

Effective January 1, 2025 (1.75 %)

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
~~Senior Accountant~~ Financial Analyst	35.53	36.55	37.57	38.63	39.72	40.84

Effective January 1, 2026 (1.25 %)

Classifications	Start	6 Months	12 Months	24 Months	36 Months	48 Months
~~Senior Accountant~~ Financial Analyst	35.98	37.00	38.04	39.11	40.22	41.35

Date: November 18, 2024

CITY OF BROOKS

Christopher Parker CAO

Date: November 19, 2024

CUPE Local 1032

Angela Costley

/sh Cope#491

13 November 2024

LETTER OF UNDERSTANDING # 13
BETWEEN

CITY OF BROOKS
(hereinafter referred to as the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1032
(hereinafter referred to as the "Union")

RE: Community Peace Officers

Whereas Article 12 speaks to hours of work for all departments it has been noted that there are no hours of work identified for Community Peace Officers. Therefor the Parties agree to amend Article 12 as follows, including renumbering the Article as required and;

Whereas the Parties entered into Letter of Understanding #5 December 9, 2023 and;

Whereas the Employer and Employees wish to amend the hours of work, the Parties agree that Article 12.07 will be amended as follows:

12.07 ~~**Municipal Enforcement**~~ **Community Peace Officers**

~~**The regular hours of work shall be eight (8) hours per day, forty (40) hours per week, and may be scheduled Monday to Friday, or Tuesday to Saturday.**~~

The regular hours of work shall consist of eight (8) hours per day, forty (40) hours per week. Upon mutual agreement between the Employer and the Employees affected, Community Peace Officer Employees may work in excess of eight (8) hours per day to a maximum of ten (10) hours per day at a regular rate of pay, provided the average hours of work in a four (4) week period shall not exceed forty (40) hours per week.

Date: May 1, 2025 Date: May 1, 2025

CITY OF BROOKS CUPE Local 1032

Amy Rammell

/sh Cope#491

18 February 2025

LETTER OF UNDERSTANDING # 14
BETWEEN

CITY OF BROOKS
(hereinafter referred to as the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1032
(hereinafter referred to as the "Union")

RE: Utility Operator 6, Utility Operator 7 and Utility Foreman

The Employer and Union agree to introduce Utility Operator 6 and Utility Operator 7 positions into the bargaining unit.

The Employer and Union agree that in accordance with the requirements set forth by Alberta Environment and Protected Areas (EPA) the Employer is required to have a Utility 7 Operator employed within the City of Brooks.

The Employer and Union agree that in accordance with Letter of Understanding #6 26.06 (b) Utility operators shall advance to the next higher classification and/or level based on:

Utility Operator 6 – Upon completion of any six (6) disciplines.
Utility Operator 7 – Upon completion of any seven (7) disciplines.

The Employer and Union agree that this has caused further restructuring of the department and as such, the Utility Foreman wages must be amended to reflect these changes.

The Union and Employer Agree that the Salary Grid for Utility and Waste water operators will be as follows:

Classification	Start	6 Months	12 Months	24 Months	36 Months	48 Months
Utility Operator	32.01	32.75	33.52			
Utility Operator 1	33.52	34.21	34.89			
Utility Operator 2	34.89	35.57	36.26			
Utility Operator 3	36.26	36.94	37.62			
Utility Operator 4	37.62	38.31	38.99			

Utility Operator 5	38.99	39.68	40.36			
Utility Operator 6	40.36	41.05	41.75			
Utility Operator 7	41.75	42.46	43.18			
Utility Foreman	43.18	43.91	44.66	45.42	46.19	46.98

The Employer and Union Agree that this wage grid replaces the previously amended wage grid in Letter of Understanding #6 and acknowledge and confirm that, with the exception of the foregoing amendments, all other terms and conditions of the Collective Agreement remain in full force and effect between the Parties.

Agreed to this day 26 of June, 2026

Signed on behalf of
CITY OF BROOKS

Signed on behalf of
CUPE Local 1032

NL/sh Cope#491
May 1, 2026