

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE TOWN OF CANMORE**

(Hereinafter referred to as the "Employer")

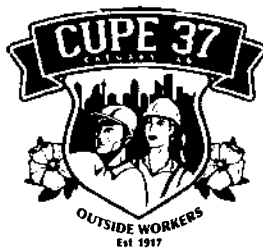


**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**SUB - LOCAL 37**

(Hereinafter referred to as the "Union")



**January 1, 2021 through December 31, 2024**



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## **ARTICLE 1 - PREAMBLE**

- 1.01 The general purpose of this Agreement entered into by collective bargaining is to maintain a sound and satisfactory relationship between the Employer and its Employees, and to establish the necessary procedures and provisions to assist both the Employer and the Union in accomplishing these objectives.
- 1.02 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the certified bargaining agent pursuant to Certificate #1-97 issued by the Alberta Labour Relations Board for a unit comprising "All employees of the Public Works Department".
- 2.02 The Employer reserves the right to establish the number of employees required in each position as referenced in Article 13.01.
- 2.03 Students employed during school vacation periods and/or under Government Employment Programs for a period not exceeding four (4) months, shall be excluded from the terms and conditions of this Agreement.
- 2.04 Such employees shall not, in any way, displace regular employees nor will they be retained in or granted work in preference to regular employees who normally perform the work.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union recognizes that the Employer shall have the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Collective Agreement, to determine all matters pertaining to the conduct of its' management of the Employer and its' affairs, and that the direction of the working forces is fixed exclusively with the Employer and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:
- 1) Maintain Order and Efficiency;
  - 2) Hire, retire, discharge, promote, demote, classify, transfer, lay off, recall, suspend or otherwise discipline employees;
  - 3) Make and enforce and alter from time to time rules and regulations to be observed by the employees.

## **ARTICLE 4 - NON-DISCRIMINATION**

- 4.01 The Employer and union members will not discriminate against an Employee on the basis of race, colour, ancestry, place of origin, religious beliefs, gender, gender identity, gender expression, age, physical disability, mental disability, marital status, family status, source of income, sexual orientation or any other protected ground as set out in the Alberta Human Rights Act, as amended from time to time, or based on their membership in the Union.
- 4.02 The Employer agrees to implement a Respectful Workplace Policy, which shall apply to all Town Employees. The Employer also agrees to include the subject of a Respectful Workplace in staff or management training sessions.

## **ARTICLE 5 - DUES DEDUCTION**

- 5.01 Monthly Union dues of Sub-Local #37, C.U.P.E. shall be deducted from all members of Sub-Local #37, C.U.P.E. and forwarded to the Treasurer of the Sub-Local by the 15th day of the following month.
- 5.02 Union dues deduction shall be included on Employees' T-4 slips.
- 5.03 The Union shall advise the Employer, in writing, of any changes in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.

## **ARTICLE 6 - NO STRIKES, NO LOCKOUTS**

- 6.01 The Employer agrees that it will not cause or direct any lockout of its Employees for the duration of this Collective Agreement. The Union agrees that neither it, nor its representatives will, during the term of this Collective Agreement, authorize, call, cause, condone, or take part in any strike, picketing, sit-down, stand-in, slow-down or curtailment or restriction of production or interference with work in or about the Employer's plant or premises for the duration of this Collective Agreement, otherwise they shall be subject to discipline or discharge. The term "slow-down" shall mean willful restriction or reduction of production by an Employee which is within such Employee's reasonable control.
- 6.02 It is the intention of the parties that during the life of this Collective Agreement all disputes as to the meaning and application of this Agreement shall be handled in accordance with the provisions of the Grievance Procedure of the Collective Agreement.

## **ARTICLE 7 - TERM OF AGREEMENT**

- 7.01 This Collective Agreement shall be in effect from January 1, 2021 to December 31, 2024 and from year to year thereafter unless notice to bargain in writing is served by either party upon the other not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiration or next anniversary date thereafter to this Collective Agreement.

## **ARTICLE 8 - PROBATION**

- 8.01 New Employees shall be considered to be on probation until they have been employed for ninety (90) accumulative working days. During such probationary period, probationary Employees may be terminated if, in the opinion of the Employer, the performance of the probationary Employee is not suitable. During such probationary period, probationary Employees shall not be entitled to seniority or access to the grievance procedure in cases of termination. Upon completion of the probationary period, seniority shall be calculated from the date of hiring.

## **ARTICLE 9 - UNION ACTIVITY ON EMPLOYER'S PREMISES**

- 9.01 Except as expressly permitted by this Collective Agreement, there shall be no Union activities on the Employer's time or on the Employer's property without the prior permission of the Employer.

## **ARTICLE 10 - PERSONAL AND INDIVIDUAL RESPONSIBILITY**

- 10.01 If illness or a family emergency makes it impossible for an Employee to report to work, he must notify his Supervisor as far in advance as possible, but not later than the commencement of his scheduled shift. The Employee, when unable to notify the Employer of his inability to report to work shall within twenty-four (24) hours provide reasons acceptable to the Employer.
- a) Absence in excess of three (3) days without prior notice satisfactory to the Employer is deemed to be voluntary resignation, except this shall be extended for five (5) days in the event that it is not possible for the Employee to contact the Employer.
  - b) Failure to report to work within seven (7) days of being notified during recall from lay-off without notice satisfactory to the Employer is deemed to be voluntary resignation.

## **ARTICLE 11 - SENIORITY**

- 11.01 (a) Seniority shall be based on the length of continuous service an Employee has been on the payroll, subject to Section (b) of this Article.
- (b) An Employee shall lose all seniority rights for any one or more of the following reasons:
- 1) Voluntary resignation;
  - 2) Discharge;
  - 3) Failure to return to work after lay-off;
  - 4) Lay-offs for more than twelve (12) months;
  - 5) Absence without leave in excess of three (3) days without notice satisfactory to the immediate supervisor;
  - 6) Retirement.

## **ARTICLE 12 - HOURS OF WORK**

- 12.01 This Article defines the normal hours of work. It will not be construed as a guarantee of hours of work per week, or of days of work per week. The Employer reserves the right to establish the start and end time of shifts for Employees within the bargaining unit and to schedule Employees on shifts on any day of the week (Sunday to Saturday), with consecutive days off.
- 12.02 Shifts for Employees shall be comprised of shifts lengths as determined by the Employer. Shift length may be up to and including 10 hours per shift, scheduled between the hours of 6:00 am to 6:00 pm, provided that the average number of hours scheduled over the shift cycle determined by the Employer does not exceed forty (40). Any time scheduled before 6:00 a.m. and/or after 6:00 p.m. shall be paid at time and a half (1.5 times).
- 12.03 Except in the case of fire, flood, sewer problems, water problems, inclement weather or any other emergent situation, an Employee's shift schedule will be posted seven (7) calendar days in advance. It is the sole responsibility of an Employee to ensure that at all times they have reviewed the posted schedule. An Employee may agree to a shorter duration to change their shift schedule.
- 12.04 Employees are entitled to at least 30 minutes of rest (break) during every 5-hour work period, to be taken at a time mutually agreed upon. In addition, a fifteen (15) minute paid rest period may be taken in the first half of the shift and a fifteen (15) minute paid rest period may be taken in the second half of shifts greater than 5 hours in length, unless an emergent situation occurs. Employees shall be required to keep their radios turned on and, in a position, to return to work if required by the employer to do so.

- 12.05 Where an Employee works hours in excess of their scheduled daily shift or more than an average of forty (40) hours per week over the shift cycle, the first three (3) such hours of work, that are in increments of no less than 15 minutes will be considered overtime and he will be paid at one and one half (1½) times his regular hourly rate and thereafter at two (2) times his regular hourly rate.
- 12.06 Overtime, except in an emergent situation requiring an Employee to remain on site, shall be provided to Employees on a fair and equitable basis, amongst the group of Employees within the same classification, provided that they have the qualifications, skills and ability to perform the overtime work.
- 12.07 An Employee working overtime may take time off in lieu of wages ("lieu time") at time and one half (1 ½) to a maximum of forty (40) hours. Time off in lieu will be taken by the Employee at a time(s) mutually agreed upon between the Employee and the Employer and taken within ninety (90) days of the time being earned.
- 12.08 All overtime that is an extension of the regular work day must be pre-authorized by the Employee's immediate supervisor or his designate.
- 12.09
- a) Employees will record and report their daily work and break hours, using the time collection system provided by the employer.
  - b) Employees are responsible for ensuring that work time is accurately recorded and paid, and for reporting any discrepancies to the Employer as soon as they are discovered. The Employer is also responsible for reporting discrepancies to the Employee as soon as they are discovered.
  - c) In the event of an overpayment to the Employee, the Employer and Employee shall agree in writing to a repayment plan. Said plan shall be agreed to within five (5) business days of the discovery of the overpayment.
- 12.10 The Employer shall maintain a mandatory On Call Rotation System, which all Employees are required to rotate through. Employees shall ensure that they remain fit to work during their assigned rotation; and available to be contacted by telephone or cellular telephone. Employees on rotation shall be dispatched on the basis of the Employee with the least amount of overtime hours called first, provided that he has the qualifications, skill and ability to perform the work. Employees will be provided with seven (7) calendar days' notice prior to being placed into rotation. Employees will be responsible to report to work at the Public Works Yard, or such other location as determined by the Employee's supervisor, within sixty (60) minutes of a call.



- 12.11 An Employee who is called out, while On Call Rotation, and reports to work within sixty (60) minutes of a call out, shall be paid at one and half (1 ½) times their regular rate of pay for the first three (3) hours worked and thereafter at two (2) times his regular hourly rate. Call out shall be for a minimum of two (2) hours, provided the Employee who is called out works for a minimum of two hours. If the Employee voluntarily leaves prior to having worked the two (2) hours, he will be paid only for the time he worked.
- 12.12 An Employee assigned to the On Call Rotation shall be paid two dollars and seventy-five cents (\$2.75) per hour. Effective January 1, 2022 an Employee assigned to the On Call Rotation shall be paid three dollars (\$3.00) per hour.

## ARTICLE 13 - RATES OF PAY

- 13.01 The rates of pay for the Job Titles listed below shall be as follows:

Job Title	Pay Period 1, 2021 0.5%	Pay Period 1, 2022 1%	Pay Period 1, 2023 1.3%	Pay Period 1, 2024 1.3%
Public Works Operator I	23.77	24.01	24.32	24.64
Public Works Operator II	32.00	32.32	32.74	33.17
Public Works Operator III	33.85	34.19	34.63	35.08
Journeyman Heavy Duty Mechanic I	41.74	42.16	42.71	43.27
Journeyman Heavy Duty Mechanic II	43.77	44.21	44.78	45.36
Journeyman Heavy Duty Mechanic III	45.57	46.03	46.63	47.24
Apprentice 4th Year	37.57	37.95	38.44	38.94
Apprentice 3rd Year	33.40	33.73	34.17	34.61
Apprentice 2nd Year	29.22	29.51	29.89	30.28
Apprentice 1st Year	25.04	25.29	25.62	25.95

- June 1, 2021 One lump sum of \$650 for each full-time Employee, prorated for seasonal.
- June 1, 2022 One lump sum of \$650 for each full-time Employee, prorated for seasonal.
- June 1, 2023 One lump sum of \$650 for each full-time Employee, prorated for seasonal.
- June 1, 2024 One lump sum of \$650 for each full-time Employee, prorated for seasonal.

- 13.02 New Employees except those employed as a Public Works Operator I, shall be paid only 85% of the aforementioned rates of pay during their probationary period. Upon satisfactory completion of the probationary period, the Employee shall be raised to the full rate of pay for the appropriate classification.
- 13.03 Apprentice Heavy Duty Mechanics will be paid wages that are equal to the following percentage of the wages of the Heavy Duty Mechanic I:
- a) 60% in the first period of the apprenticeship program.
  - b) 70% in the second period of the apprenticeship program.
  - c) 80% in the third period of the apprenticeship program.
  - d) 90% in the fourth period of the apprenticeship program.
- 13.04 Responsibility Pay
- a) When an Employee temporarily substitutes in a higher paying position for more than five (5) working days, he shall receive a wage that is five percent (5%) greater than his current rate of pay for those hours he is scheduled in the higher position. When an Employee temporarily substitutes in a higher paying position for thirty working days or longer, he shall receive the greater of, the minimum wage of the range for the higher position or a wage that is five (5%) greater than his current rate of pay, for all hours he works in the higher position.
  - b) When an Employee is assigned to a position paying a lower rate, the Employee's rate shall not be reduced.
- 13.05 A Seasonal Employee who returns for a consecutive season will be paid at the Public Work II rate of pay if he has the qualifications required.

## ARTICLE 14 - ANNUAL VACATIONS

- 14.01 a) A permanent Employee shall be entitled to annual vacation time off with pay in accordance with the following schedule:

Anniversary/Date	Vacation weeks per calendar year
On your start date	3 weeks
On your 5th anniversary	4 weeks
On your 10th anniversary	5 weeks
On your 20th anniversary	6 weeks

- b) Annual vacation time off is prorated in the first calendar year of employment and in those calendar years where an increase occurs.
- c) Vacation is paid at the Employee's pay rate at the time it is taken.
- d) Annual vacation entitlement is taken in the current year. Carry-over of up to 50% of an Employee's annual vacation entitlement may be permitted under special circumstances and must be pre-approved by the Employee's direct supervisor.
- e) The Employer shall present the annual work schedule by the end of February each year.

The Employees shall submit vacation requests by the end of March each year

The Employer shall process all vacation requests by the end of April each year.

Processing shall include:

- Approving and denying requests, with consideration given to length of service
- Processing alternate vacation requests for those that were denied
- Scheduling any vacation time that was not submitted

Vacation requests for January, February, and March will be managed on a first-come, first-served basis and must be requested with a minimum of seven (7) calendar day's advance notice. Approval of such requests will not be unreasonably withheld.

- f) A non-permanent Employee shall receive vacation pay on each pay cheque calculated as follows:

<b>Employment</b>	<b>Vacation Rate</b>
In the first 5 years of consecutive seasonal employment	4.16% of wages earned
On the 5th anniversary of consecutive seasonal employment	6.36% of wages earned

## **ARTICLE 15 - STATUTORY HOLIDAYS**

15.01 a) The twelve (12) recognized paid holidays shall be:

New Year's Day	Heritage Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

any other day declared or proclaimed by the Provincial or Municipal Government.

- b) Employee shall receive eight (8) hours pay at their regular rate of pay for each holiday listed in subsection (a).
- c) Employees absent from duty, for other than leave of absence authorized by the Employer for other than illness, on the day before and/or the day immediately following the holiday shall not be paid for the holiday. The Employee shall produce a doctor's certificate satisfactory to the Employer concerning such absence because of illness.
- d) The Employee is not actively working due to lay off, a worker's compensation claim, or leave of absence as described in Articles 20.01, 20.02(d), 20.02 (e), 20.02(f), 20.02(g).

## **ARTICLE 16 - MEDICAL EXAMINATIONS**

16.01 The Employer has the right to require an Employee to submit to an Independent Medical Examination (IME) when it considers such examination necessary.

16.02 A Doctor's certificate may be required for any absence; but must be requested by the Employer prior to returning to work.

## **ARTICLE 17 - GRIEVANCE PROCEDURE**

17.01 a) A grievance is a difference by the Employer, the Union or an Employee as to the meaning or application of a specific provision of this Collective Agreement. The union or the Employer may file a policy grievance. A policy grievance shall be defined as a difference concerning the interpretation or application of this Agreement which seeks to enforce an obligation of the Employer to the Union or the Union to the Employer. A policy

grievance shall not be brought with respect to matters capable of being filed as individual grievances or in respect of relief that affect individual Employees. A written grievance must specify a complete and full statement of the difference and the particular relief requested on behalf of the griever. Any grievance not presented within seven (7) calendar days from the date the alleged cause of complaint occurs is abandoned and without recourse.

- b) Policy grievances shall commence at Step 2.
- c) In the event that a dispute occurs between the Employer and the Union and/or one or more Employees of the bargaining unit regarding the interpretation, application or violation of this Collective Agreement, the following procedure of settlement will be followed:

Step 1 The Employee or Employees concerned shall first seek to settle the dispute in discussions with the Manager of Public Works.

Step 2 If the dispute is not resolved satisfactorily in Step 1, it then becomes a grievance to be complied with within the meaning of Article 17.01 (a).

The written grievance shall then be submitted to the Manager of Public Works within seven (7) calendar days of the date of the alleged cause of complaint occurred. The Manager of Public Works will then make known his decision to the grievor(s) and the Union within seven (7) calendar days of the receipt of the written grievance.

Step 3 If a satisfactory settlement is not reached in the second step, then it may be referred in writing to the Chief Administrative Officer providing this is done within seven (7) calendar days after receipt of the Manager of Public Works answer in the second step.

Step 4 If a satisfactory settlement is not reached in the third step the Union may then submit the grievance to arbitration within seven (7) calendar days after the receipt of the reply by the Chief Administrative Officer.

- d) In the event that the Union fails to process the grievance within the time limits established in this Article, the grievance will be deemed abandoned.

- e) In the event the Employer does not comply with the time limits established in this article the Union has the right to proceed to the next step in the grievance process if it wishes.

**17.02** Time limits in the grievance procedure may be extended in writing by mutual agreement between the Employer and the Union.

## **ARTICLE 18 - SHOP STEWARDS**

- 18.01 The Employer will recognize one Shop Steward provided he/she is an Employee who has successfully completed their probationary period.
- 18.02 The Union acknowledges that the Shop Steward has his regular work to perform as an Employee of the Employer and it is therefore agreed that he shall not take leave of his work to investigate or process a grievance or undertake any other Union business on the Employer's premises during working hours without the prior consent of his Employer.

## **ARTICLE 19 - PROMOTIONS, LAYOFFS**

- 19.01 In laying off, recalling and promoting Employees, the Employer will take into consideration the skill and ability of the Employees to perform the available work and where these factors are equal as between two or more Employees, the Employee with greater seniority will be given preference.
- 19.02 When a vacancy occurs or a new position is created, the Employer shall be at liberty to immediately fill the position temporarily and shall thereafter post notice of the position for a minimum of five working days.
- 19.03 Appointments to positions may be made by mutual agreement between the Union and Town without posting.

## **ARTICLE 20 - LEAVE OF ABSENCE**

### **20.01 Leaves of Absence Without Pay**

- a) Leave of absence will be granted only insofar as the operation of the Town will permit, and the period of absence shall not exceed three (3) months.
- b) The Employee must give sufficient and reasonable notice in writing to the Employer when requesting same and such request must be authorized by the Employer.

### **20.02 Leaves of Absence With Pay**

#### **a) Occasional Leave**

Occasional Leave is intended to provide full time Employees with paid time off for sickness, emergency leave, educational leave, court leave. Urgent domestic contingency, parent's leave, child or elder care, union business, to a maximum of 12 days per year. Fulltime term Employees who are filling at least a one-year contract are

eligible for up to 12 paid Occasional Leave days per year for the purpose of personal sickness or child/elder care only;

**b) Bereavement Leave**

Leave with pay for the equivalent of up to one work week to provide full time Employees time off for the purpose of attending the funeral of an immediate family member, making arrangements for the funeral of an immediate family members, or grieving the loss of an immediate family member whose funeral cannot be attended. If the death of an immediate family member occurs during an Employee's vacation, the Employee will be granted bereavement leave with pay in lieu of approved vacation time;

**c) Funeral Leave**

Leave with pay for one working day to attend funeral services of someone not an immediate family member.

**d) Short Term Sick Leave, Compassionate Care Leave, and Maternity Leave**

These leaves are provided in accordance with the Employment Insurance Act of Canada and/or the Alberta Employment Standards Act and/or the Alberta Human Rights Commission. Employees may receive benefits from Service Canada for this time off.

**e) Parental Leave**

Parental leave is provided in accordance with the Employment Insurance Act of Canada and/or the Alberta Human Rights Commission. Employees may receive benefits from Service Canada for this time off.

**f) Long Term Disability (LTD)**

LTD is provided in accordance with the benefits plan contract.

**g) Jury or Witness Duty Leave**

Employees required by law to serve as a juror or subpoenaed as a witness in any court shall be paid the difference between what they would have earned for their regular hours and the fee received.

Note: Eligibility for paid time off applies only to full time Employees. Casual, Part Time, Seasonal and Term Employees may be entitled to time off without pay.

*Leave of Absence* – an authorized absence from regular work.

*Sickness* – intended to provide the Employee with short term leave provision and sick leave up to the eligibility of Employment Insurance.

*Emergency Leave* – serious illness of an immediate family member.

*Educational Leave* – to receive a diploma, degree or write an exam.

*Court Leave* – an Employee requested to appear as a witness during court proceedings.

*Urgent Domestic Contingency* – at the Employer's discretion, occasional leave to a maximum of three days may be granted if required to enable an Employee to attend to urgent business arising from a serious domestic contingency or difficulty such as, but not limited to, the burning of an Employee's home.

*Parent's Leave* – for attending either the delivery of the child, the release from hospital of the mother and child, or the arrival of the adopted child.

*Child or Elder Care* – short term care and/or time to arrange for longer term care for an ill family member.

*Union Business* – official representatives of Unions or Associations of Town Employees, may be granted authorized leaves of absence with pay when necessary for collective bargaining sessions or for the conduct of official business. Refer also to appropriate Agreements. At all times, Employees must have prior approval from the Employer for the leave.

*Immediate Family Member:*

Spouse, including common-law or same sex

Parents, including step-parents

Children, including step-children

Sibling, including step or half

In-Laws, including mother-in-law, father-in-law, brother-in-law, sister-in-law, sister-in-law, son-in-law, daughter-in-law

Grandparent

Grandchild



## **ARTICLE 21 - BENEFITS**

- 21.01 The Employer agrees to provide the benefits as per current Town of Canmore policy. This benefits package coverage includes:

### **HEALTH AND INSURANCE PLANS;**

Extended Health Care;  
Dental Care;  
Life Insurance;  
Dependent Life Insurance;  
Accidental Death and Dismemberment; Short Term Sick Leave with EI Sub Top Up;  
Long Term Disability; and  
Health Care Spending Account and/or Wellness Account.

- 21.02 The Employer agrees to maintain a Registered Retirement Savings Plan (RRSP).

The individual Employees shall contribute to the RRSP at a minimum rate of 5.5% of gross annual salary per year; and the Employer shall contribute to the individual Employee's plan at the rate of 10.22% of the aforesaid Employee's gross annual salary.

The individual Employee shall not be entitled to withdraw either the Employee's contribution or the employer's contributions to the RRSP until retirement or termination of employment.

- 21.03 The provisions of the insurance policies and the plans as amended from time to time by the Employer or the insurance carrier shall govern with respect to eligibility for participation, premiums paid and benefits provided. These documents shall not be considered part of or considered incorporated into the Agreement, nor shall the Employer be considered an insurer. The Employer retains the right to change insurance carriers and agrees to maintain the same level of coverage.

## **ARTICLE 22 - JOB TRAINING**

- 22.01 The Employer shall maintain an on-the-job training program so that every Employee will receive training on trucks and equipment.

## **ARTICLE 23 - WORK BOOTS**


- 23.01 Effective January 1, 2010; where conditions of employment demands or require the use of CSA approved safety boots or shoes, Employees shall receive compensation for work boots purchased to a maximum of \$300.00 annually, and the Employee must provide receipt of purchase and old boots. (For clarification purposes this clause means that the Employee can purchase multiple pairs of safety footwear but will only be compensated a total of \$300.00 annually.)

## **ARTICLE 24 - TOOL ALLOWANCE**

- 24.01 The Employer agrees to provide the Journeyman Heavy Duty Mechanic an annual tool allowance of \$600.00. This allowance is for the purchase of new and updated tools. The Employer agrees to cover the cost of any additional repairs or damages to tools that were broken or damaged while the Journeyman was carrying out his duties for the Employer.

Signed on Behalf of the  
Town of Canmore **By Resolution**  
# 119-2021

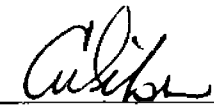
  
\_\_\_\_\_  
~~Mayor~~ Manager of Public Works.


  
\_\_\_\_\_  
~~CAO~~ Supervisor of Streets & Roads


  
\_\_\_\_\_  
HR Manager

Dated: May 19, 2021

Signed on Behalf of the  
Canadian Union of Public Employees, Local 37

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Recording-Secretary

Dated: May 19, 2021

## LETTER OF UNDERSTANDING #1

BETWEEN

THE TOWN OF CANMORE

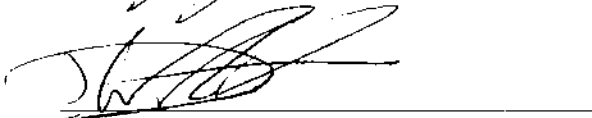
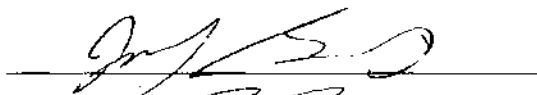

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
SUB-LOCAL 37

Attached to and forming part of this Collective Agreement.

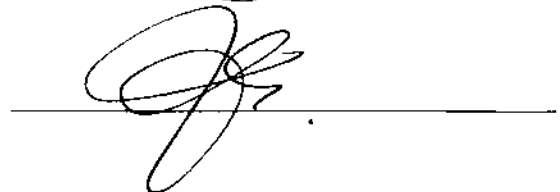
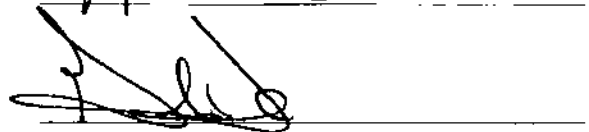
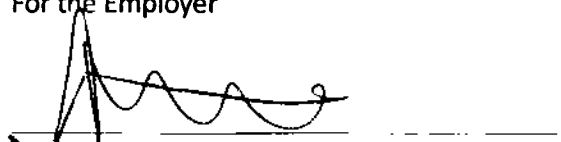
No present Employee covered by this Collective Agreement shall lose his employment as a result of contracting out services that are currently provided in house during the life of this Collective Agreement.

For the Union



Dated: May 19, 2021

For the Employer



Dated: May 19, 2021

## **APPENDIX A**

The parties agree that Appendix A does not form part of the Collective Agreement but is an aid to the Collective Agreement.



## Town of Canmore Position Description Public Works Operator 1

### CORE VALUES

**WELLNESS** - We strive for harmony in our corporate, social and natural environment.

**RESPECT** - We will treat others as we will expect to be treated.

**INTEGRITY** - We will be honest, responsible and trustworthy.

**SERVICE** - We are committed to excellence in meeting community needs.

**TEAMWORK** - We are cooperative and empowering in achieving our goals.

<b>Position</b>	: Operator 1
<b>Business Unit</b>	: Streets & Roads
<b>Reports to</b>	: Supervisor of Streets & Roads
<b>Work Week</b>	: 40 hours per week

### *General Accountabilities*

The Public Works Operator 1 is responsible for providing services to the public for the safe and quality upkeep of the streets and roads for the Citizens of Canmore.

### *Specific Accountabilities*

#### Operational

- Performs daily maintenance checks and inspections as required
- Perform a wide variety of routine manual tasks which can be quickly learned.
- Operate and perform minor maintenance on all light mobile construction and maintenance equipment not formally required to be done by a licensed mechanic.
- Maintain work area for a clean and safe work environment.
- Seasonal duties and support for special events.
- Provide interdepartmental support.
- Other related duties as assigned.
- Use The Natural Step in operational decision making and planning.

#### Administration

- Report on any malfunctions and/or repair requirements.
- Report and document all incidents on appropriate forms.
- Complete all Health & Safety related documentation as required.
- Provide verbal or written reports of daily tasks completed, quantities of materials or products used and assist with department inventory controls
- Maintain and complete necessary reports, time sheets and forms in a timely fashion.

### ***Technical Accountabilities***

- Alberta Driver's License Class 5
- Ability to perform minor maintenance on related light mobile construction and maintenance equipment
- Operating knowledge of light mobile construction and maintenance equipment
- Standard First Aid
- Flagman Training
- WHMIS Training
- Construction Safety Training Systems
- Develop and maintain a working knowledge of department Standard Operating Procedures and Policies
- Develop and maintain a knowledge of O. H. & S regulation and codes
- Develop and maintain a knowledge of relevant Federal and/or Provincial codes, regulations and compliance requirements



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**Town of Canmore**  
**Position Description**  
**Public Works Operator 2**

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**CORE VALUES**

**WELLNESS** - We strive for harmony in our corporate, social and natural environment.

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**INTEGRITY** - We will be honest, responsible and trustworthy.

**SERVICE** - We are committed to excellence in meeting community needs.

**TEAMWORK** - We are cooperative and empowering in achieving our goals.

<b>Position</b>	: Operator 2
<b>Business Unit</b>	: Streets & Roads
<b>Reports to</b>	: Supervisor of Streets & Roads
<b>Work Week</b>	: 40 hours per week

***General Accountabilities***

The Public Works Operator 2 is responsible for providing services to the public for the safe and quality upkeep of the streets and roads for the Citizens of Canmore.

***Specific Accountabilities***

**Operational**

- Perform daily maintenance checks and inspections as required.
- Perform seasonal duties and provide support for Special Events.
- Maintain work area to ensure a clean and safe work environment.
- Provide internal services including but not limited to:
  - Ensuring that Hazards Assessments are completed as required
  - Perform and document street, road and paved trail inspections;
  - Provide minor servicing to vehicles and equipment not formally required by a licensed mechanic;
  - Signage installation and repairs;
  - Street and paved trail sweeping;
  - Pavement and sidewalk maintenance and repairs;
  - Snow and ice control;
  - Message painting and pavement marking;
  - Prepare and provide Traffic Accommodation Strategies and control;
  - Maintain a working knowledge of department Standard Operating Procedures and Policies;
  - Other related duties as assigned, and
  - Use The Natural Step in operational decision making and planning.



**Administration**

- Report on prescribed forms any malfunctions and/or repair requirements.
- Complete all Health & Safety related documentation as required.
- Provide details of daily tasks completed, quantities of materials or products used and assist with department inventory controls.
- Maintain and complete necessary reports, time sheets and forms in a timely fashion.

***Technical Accountabilities***

- Alberta Drivers License Class 3 with 'Q' endorsement.
- Working knowledge of O. H. & S regulation and codes
- Working knowledge of relevant Federal and/or Provincial codes, regulations and compliance requirements
- Knowledge and ability to perform minor maintenance and repairs on Town fleet, department related mobile construction and maintenance equipment including any repairs or maintenance not formally required to be performed by a licensed mechanic.
- Standard First Aid Certificate
- Flagman Training and IMSA (International Municipal Signal Association) Certification
- WHMIS Training
- Construction Safety Training Systems
- Computer skills including a basic understanding in Word, Excel, Outlook, data entry, inventory control and scheduling.
- Experienced in the operation of all Town vehicles and heavy equipment
- Working knowledge of basic road construction techniques products and materials.
- Working knowledge of road, sidewalk, curb & gutter maintenance procedures, repair techniques, materials, products and industry best practices.



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**Town of Canmore**  
**Position Description**  
**Public Works Operator 3**

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**CORE VALUES**

**WELLNESS** - We strive for harmony in our corporate, social and natural environment.

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**INTEGRITY** - We will be honest, responsible and trustworthy.

**SERVICE** - We are committed to excellence in meeting community needs.

**TEAMWORK** - We are cooperative and empowering in achieving our goals.

<b>Position</b>	: Operator 3
<b>Business Unit</b>	: Streets & Roads
<b>Reports to</b>	: Supervisor of Streets & Roads
<b>Work Week</b>	: 40 hours per week

***General Accountabilities***

The Public Work Operator 3 is responsible for providing services to the public for the safe and quality upkeep of the streets and roads, for the Citizens of Canmore.

***Specific Accountabilities***

**Operational**

- Provide Lead Hand role for contract oversight direction and quality control.
- Provide crew leadership for safety, quality control, site direction, and site layout
- Performs daily maintenance checks and inspections as required.
- Perform seasonal duties and provide support for Special Events.
- Provide interdepartmental support.
- Maintain work area for a clean and safe work environment.
- Provide internal services including but not limited to:
  - Ensuring that Hazard Assessments are completed, documented and communicated to crew and staff
  - Perform and document streets, roads and paved trail inspections
  - Provide minor servicing to vehicles and equipment not formally required to be done by a licensed mechanic.
  - Signage installation and repairs
  - Street and paved trail sweeping
  - Pavement and sidewalk maintenance and repairs
  - Snow and ice control
  - Message painting and pavement marking
  - Prepare and provide Traffic Accommodation Strategies and control
  - Maintain a working knowledge of department Standard Operating Procedures and Policies
  - Other related duties as assigned
  - Use of The Natural Step in operational decision making and planning.

### **Administrative**

- Assist with crew reports of daily tasks completed, quantities of materials or products used, ensuring reports are completed in a accurate and timely fashion.
- Assist with completion of weekly, monthly, quarterly and annual reports, time sheets and forms in a timely fashion
- Assist with developing and writing Standard Operating Procedures and relevant policies
- Complete all Health & Safety related documentation as required.
- Product research
- Data entry for inventory control,
- Reports on prescribed forms any malfunctions and/or repair requirements.
- Hazard Identification Assessment

### **Technical Accountabilities**

- **Successful completion of Grader Operators course**
- **250 hours of field experience operating a grader for the Town of Canmore**
- Supervisory Course (i.e. Leadership for Safety Excellence)
- Completed formal training in safe operation and maintenance of heavy vehicles and equipment or 5 years field experience
- Alberta Driver's License Class 3 with Q endorsement
- Experienced in basic road construction techniques products and materials.
- Experienced in road, sidewalk, curb & gutter maintenance procedures, repair techniques, materials, products and industry best practices.
- Working knowledge of O. H. & S regulation and codes
- Working knowledge of relevant Federal and/or Provincial codes, regulations and compliance requirements
- Knowledge and ability to perform minor maintenance and repairs on Town fleet, department related mobile construction and maintenance equipment including any repairs or maintenance not formally required to be performed by a licensed mechanic.
- Standard First Aid Certificate
- Flagman Training and IMSA (International Municipal Signal Association) Certification
- WHMIS Training
- Construction Safety Training Systems
- Computer skills including a basic understanding in Word, Excel, Outlook, data entry, inventory control and scheduling.
- Experienced in the operation of all Town vehicles and heavy equipment including grader operations



**Town of Canmore**  
**Position Description**  
**Journeyman Heavy Duty Mechanic 1**

**CORE VALUES**

**WELLNESS** - We strive for harmony in our corporate, social and natural environment.

**RESPECT** - We will treat others as we will expect to be treated.

**INTEGRITY** - We will be honest, responsible and trustworthy.

**SERVICE** - We are committed to excellence in meeting community needs.

**TEAMWORK** - We are cooperative and empowering in achieving our goals.

<b>Position</b>	: Journeyman Heavy Duty Mechanic 1
<b>Program Area</b>	: Fleet Services
<b>Business Unit</b>	: Streets & Roads
<b>Reports to</b>	: Supervisor of Streets & Roads
<b>Work Week</b>	: 40 hours per week

***General Accountabilities***

With the direction and support of our Streets and Roads Supervisor and the Public Works Service Area Manager, the Journeyman Heavy Duty Mechanic 1 is responsible for providing repair and fleet maintenance and customer service to the Town of Canmore business areas and will assist in the development of an in-house maintenance program. This role requires compliance with all operational, safety, regulatory and, environmental policies and procedures.

***Specific Accountabilities***

- Responsible for the maintenance and repair of Town of Canmore fleet and equipment.
- Perform diagnostics and repair of fire and ambulance equipment.
- Perform shop and field repairs of light & heavy fleet and equipment.
- Perform incidental welding operations on equipment.
- Ensure effective and efficient repairs and maintenance of fleet and equipment to facilitate safe operations.
- Assist with building a fleet records management program.
- Keep detailed and accurate maintenance reports and documentation for in house and external sources including commercial fleet.
- Participate in our fleet life cycling program.
- Assist with fleet replacement research and develop and recommend fleet specifications.
- Provide input on how best to maximize energy and resource efficiencies.
- Align fleet operations and maintenance with the Town of Canmore's 'The Natural Step' and 'Mining the Future' programs.
- Assist with product research to develop recommendations.
- Provide input to develop Operator training and education programs.
- Perform field and Shop diagnostics in a timely, efficient manner resulting in reduced turnaround times.
- Complete repairs in a timely, efficient manner and demonstrate continuous effort to improve operations and decrease turnaround times.

### ***Specific Accountabilities (continued)***

- Perform rebuilds and overhauls as needed in collaboration with and under the direction of the Supervisor or Department Manager.
- Prepare efficient written repair estimates as required.
- Assist with fleet R/M contracted services.
- Manage daily, monthly, and year end documentation and reports.
- Oversee electronic fleet data collection system ensuring accurate and timely data in put as required for fleet management, cost analysis, and budget needs.
- Perform tasks and duties with minimum of supervision.
- Maintain a safe and clean work environment.
- Assist with providing justifications and cost benefit analysis for fleet programs and projects.
- Assist in the development of a Preventive Maintenance Program.
- Perform in shop vehicle/equipment inspections & servicing per PM procedure.
- Pursue resource materials and cost reductions.
- Ensure all shop certifications and licenses and inspections are maintained and kept current.
- Participate in the Town of Canmore Health & Safety program, your industry experience & knowledge will assist with this programs policy and procedure development.
- Ensure that the Town's commercial fleet inspections remain current and ahead of legislation.
- Complete all Health & Safety related documentation as required.
- This position may require the individual to be "on call" or work overtime as required.

### ***Technical Accountabilities***

- Minimum of 1 year of Shop and Field experience.
- Possess a Certificate of Proficiency acceptable by the Province of Alberta or Inter Provincial Red Seal Heavy Duty Technician Certification.
- Possess a Alberta Class 3 drivers license with Q endorsement
- CVIP certification preferred.
- Acknowledge and sign the Alberta Government 'Mechanics Registration and Acknowledgement Emergency Health Services' form
- Standard First Aid and WHMIS training (in the absence of; we provide in-house training)
- Basic level of computer literacy
- Basic understanding of fleet management software
- Knowledge and experience with hybrid vehicles & systems
- Familiar with Fleet Management Software
- CVIP certification and experience
- Work with minimum supervision or as a member of a team
- Ability to manage multiple tasks and changing priorities
- Demonstrate strong verbal and written communication skills
- Develop and maintain a working knowledge of department Standard Operating Procedures and Policies
- Develop and maintain a knowledge of O. H. & S regulation and codes
- Develop and maintain a knowledge of relevant Federal and/or Provincial codes, regulations and compliance requirements
- Physical ability to lift up to 50lbs
- Physical strength, stamina, and manual dexterity
- Capable of working outside in all types of weather or inside a shop



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**Town of Canmore**  
**Position Description**  
**Journeyman Heavy Duty Mechanic 2**

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**CORE VALUES**

**WELLNESS** - We strive for harmony in our corporate, social and natural environment.

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**SERVICE** - We are committed to excellence in meeting community needs.

**TEAMWORK** - We are cooperative and empowering in achieving our goals.

<b>Position</b>	: Journeyman Heavy Duty Mechanic 2
<b>Program Area</b>	: Fleet Services
<b>Business Unit</b>	: Streets & Roads
<b>Reports to</b>	: Supervisor of Streets & Roads
<b>Work Week</b>	: 40 hours per week

***General Accountabilities***

With the direction and support of our Streets and Roads Supervisor and the Public Works Service Area Manager, this position provides repair and fleet maintenance, and customer service to the Town of Canmore business areas. Additionally, the Heavy Duty Mechanic 2 will assist with the development of an in-house maintenance program. The incumbent must be able to perform the tasks and duties of the job with minimum supervision. This role requires compliance with all operational, safety, regulatory and environmental policies and procedures.

***Specific Accountabilities***

- Maintain and repair Town of Canmore fleet and equipment.
- Perform diagnostics on and repair fire and ambulance equipment.
- Perform shop and field repairs of light & heavy fleet and equipment.
- Perform incidental welding operations on equipment.
- Ensure effective, efficient repairs and maintenance of fleet and equipment to facilitate safe operations.
- Develop and manage our Preventative Maintenance Program.
- Assist with building a fleet records management program.
- Keep detailed and accurate maintenance reports and documentation for in house and external sources, including Commercial Fleet.
- Participate in our fleet life cycling program.
- Assist with fleet replacement research and develop and recommend fleet specifications.
- Provide input on how best to maximize energy and resource efficiencies.
- Align fleet operations and maintenance with the Town of Canmore's 'The Natural Step' and 'Mining the Future' programs.
- Assist with product research to develop recommendations.
- Provide input to develop Operator training and education programs.
- Perform field and Shop diagnostics in a timely and efficient manner resulting in reduced turnaround times.
- Complete repairs in a timely and efficient manner and demonstrate a continuous effort to improve operations and decrease turnaround times.
- Perform rebuilds and overhauls as needed in collaboration with the Supervisor or Department Manager.

### ***Specific Accountabilities (continued)***

- Prepare efficient written repair estimates as required.
- Oversee fleet R/M contracted services.
- Manage daily, monthly, and year end documentation and reports.
- Oversee electronic fleet data collection system ensuring accurate and timely data is inputted as required for fleet management, cost analysis, and budget needs.
- Maintain a safe and clean work environment.
- Assist with providing justifications and cost benefit analysis for fleet programs and projects.
- Perform in shop vehicle/equipment inspections & servicing per PM procedure.
- Pursue resource, materials, and cost reductions.
- Manage and recommend the purchase of shop and fleet supplies and related equipment.
- Ensure all shop certifications and licenses and inspections are maintained and kept current.
- Participate in the Town of Canmore Health & Safety program as your industry experience & knowledge will assist with program policy and procedure development.
- This position may require the individual to be “on call” or work overtime as required.

### ***Technical Accountabilities***

- Minimum of 5 years of Shop and Field experience.
- Possess a Certificate of Proficiency acceptable by the Province of Alberta or Inter- Provincial Red Seal Heavy Duty Technician Certification
- Possess a Alberta Class 3 driver’s license with Q endorsement
- CVIP certification preferred
- Acknowledge and sign the Alberta Government ‘Mechanics Registration and Acknowledgement Emergency Health Services’ form
- Basic First Aid and WHMIS training (in the absence of; we provide in-house training)
- Basic level of computer literacy
- Basic understanding of fleet management software
- Knowledge and experience with hybrid vehicles & systems is an asset
- Ability to work with minimum supervision
- Ability to manage multiple tasks and changing priorities
- Strong written and verbal communication skills
- Develop and maintain a working knowledge of department Standard Operating Procedures and Policies
- Develop and maintain a knowledge of O. H. & S regulation and codes
- Develop and maintain a knowledge of relevant Federal and/or Provincial codes, regulations and compliance requirements
- Physical ability to lift up to 50lbs
- Physical strength, stamina, and manual dexterity
- Capable of working outside in all types of weather or inside a shop



**Town of Canmore**  
**Position Description**  
**Journeyman Heavy Duty Mechanic 3**

**CORE VALUES**

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**RESPECT** - We will treat others as we will expect to be treated.

**INTEGRITY** - We will be honest, responsible and trustworthy.

**SERVICE** - We are committed to excellence in meeting community needs.

**TEAMWORK** - We are cooperative and empowering in achieving our goals.

<b>Position</b>	: Journeyman Heavy Duty Mechanic 3
<b>Program Area</b>	: Fleet Services
<b>Business Unit</b>	: Streets & Roads
<b>Reports to</b>	: Supervisor of Streets & Roads
<b>Work Week</b>	: 40 hours per week

***General Accountabilities***

With the direction and support of our Streets and Roads Supervisor and the Public Works Service Area Manager, this position provides lead hand leadership for fleet maintenance, repair and customer service to the Town of Canmore business areas. Additionally, position will guide the development of an in-house maintenance program. The incumbent must be able to perform the tasks and duties of the job with minimum supervision. This role requires compliance with all operational, safety, regulatory and environmental policies and procedures.

***Specific Accountabilities***

- Provide lead hand role for Fleet Services oversight direction and quality control
- Maintain and Repair Town of Canmore fleet and equipment.
- Perform diagnostics and repair of fire and ambulance equipment.
- Perform shop and field repairs of light & heavy fleet and equipment.
- Perform incidental welding operations on equipment.
- Ensure effective and efficient repairs and maintenance of fleet and equipment to facilitate safe operations.
- Develop and manage our Preventative Maintenance Program.
- Maintain a fleet records management program.
- Keep detailed and accurate maintenance reports and documentation for in house and external sources including Commercial Fleet.
- Participate in our fleet life cycling program, assist with fleet replacement research, and develop and recommend fleet specifications.
- Provide input on how best to maximize energy and resource efficiencies.
- Align fleet operations and maintenance with the Town of Canmore's 'The Natural Step' and 'Mining The Future' programs.
- Assist with product research to develop recommendations.
- Provide input to develop Operator training and education programs.
- Perform field and Shop diagnostics in a timely and efficient manner resulting in reduced turnaround times.
- Complete repairs in a timely and efficient manner and demonstrate a continuous effort to improve operations and decrease turnaround times.



### ***Specific Accountabilities (continued)***

- Perform rebuilds and overhauls as needed in collaboration with and under the direction of the Supervisor or Department Manager.
- Prepare efficient written repair estimates as required.
- Oversee fleet R/M contracted services.
- Manage daily, monthly, and year end documentation and reports.
- Oversee electronic fleet data collection system ensuring accurate and timely data input as required for fleet management, cost analysis, and budget needs.
- Perform tasks and duties with minimum of supervision.
- Maintain a safe and clean work environment.
- Assist with providing justifications and cost benefit analysis for fleet programs and projects.
- Assist with the Preventive Maintenance Program.
- Perform in shop vehicle/equipment inspections & servicing per PM procedure.
- Pursue resource, materials, and cost reductions.
- Manage and recommend the purchase of shop and fleet supplies and related equipment.
- Ensure all shop certifications, licenses and inspection programs are maintained, kept current, and meet regulatory compliance requirements
- Participate in the Town of Canmore Health & Safety program.
- Assist with the Town's Health & Safety program's policy and procedure development.
- This position may require the individual to be "on call" or work overtime as required.

### ***Technical Accountabilities***

- Completed 4160 continuous hours in role as Journeyman Heavy Duty Mechanic 2 with the Town of Canmore
- Minimum of 5 years of Shop and Field experience.
- Possess a Certificate of Proficiency acceptable by the Province of Alberta or Inter- Provincial Red Seal Heavy Duty Technician Certification.
- Possess a Alberta Class 3 drivers license with Q endorsement
- CVIP certification.
- Acknowledge and sign the Alberta Government 'Mechanics Registration and Acknowledgement Emergency Health Services' form.
- Standard First Aid and WHMIS training (in the absence of; we provide in-house training)
- Proficient with most computer programs.
- Proficient with fleet management software.
- Knowledge and experience with hybrid vehicles & systems
- Ability to work with minimum supervision or as a member of a team
- Ability to manage multiple tasks and changing priorities
- Demonstrate strong verbal and written communication skills
- Develop and maintain a working knowledge of department Standard Operating Procedures and Policies
- Maintain a sound working knowledge of O. H. & S regulation and codes
- Maintain and update all relevant Federal and/or Provincial codes, regulations and compliance requirements
- Physical ability to lift up to 50lbs
- Physical strength, stamina, and manual dexterity
- Capable of working outside in all types of weather or inside a shop