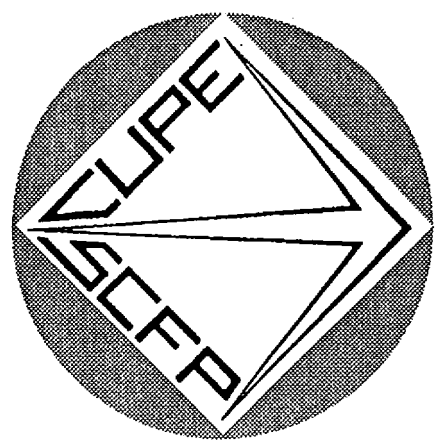


SOURCE	Union
EFF.	9/10/01
TERM.	4/8/12/31
NO. OF EMPLOYEES	100
NOMBRE D'EMPLOYES	100



**AGREEMENT BETWEEN
THE CITY OF ST. ALBERT
and
THE CANADIAN UNION OF
PUBLIC EMPLOYEES**



JANUARY 1, 1997
to
DECEMBER 31, 1998

100087001

AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF ST. ALBERT
St. Albert, Alberta
hereinafter called 'The City'

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 941
St. Albert, Alberta
hereinafter called 'The Union'

(January 1, 1997 -December 31,1998)

INDEX

ARTICLE #	NAME	PAGE
ARTICLE 1	PURPOSE	1
ARTICLE 2	UNION SECURITY AND RECOGNITION	1
ARTICLE 3	MANAGERIAL RESPONSIBILITIES	2
ARTICLE 4	BARGAINING	2
ARTICLE 5	GRIEVANCE PROCEDURE	2
ARTICLE 6	SENIORITY, PROMOTIONS, STAFF CHANGES AND LAYOFFS	6
ARTICLE 7	DISMISSAL AND SUSPENSION	10
ARTICLE 8	RESIGNATION	11
ARTICLE 9	TRAINING PROGRAM	11
ARTICLE 10	LEAVE OF ABSENCE	11
ARTICLE 11	SPECIAL LEAVE	12
ARTICLE 12	STATUTORY HOLIDAYS	15
ARTICLE 13	SICK LEAVE	16
ARTICLE 14	SUPPLEMENTARY MEDICAL INCOME REPLACEMENT PLAN	17
ARTICLE 15	ANNUAL VACATIONS	17
ARTICLE 16	GROUP LIFE, HOSPITALIZATION AND MEDICAL INSURANCE	18
ARTICLE 17	HOURS OF WORK	19
ARTICLE 18	OVERTIME	20
ARTICLE 19	REST PERIODS	20
ARTICLE 20	DISCRIMINATION	21
ARTICLE 21	SUBCONTRACTING	21
ARTICLE 22	SAFETY	21
ARTICLE 23	WORKERS' COMPENSATION PAY SUPPLEMENT	22
ARTICLE 24	SHIFT DIFFERENTIAL	22
ARTICLE 25	STANDBY PAY	23
ARTICLE 26	PAYMENT OF WAGES	23
ARTICLE 27	CLASSIFICATION PROGRAM	23
ARTICLE 28	TOOL ALLOWANCE	26
ARTICLE 29	COVERALLS	26
ARTICLE 30	RETIREMENT	27
ARTICLE 31	CLASSIFICATION AND WAGES	27
ARTICLE 32	TERM OF AGREEMENT	28
	MEMORANDUM OF AGREEMENT (MODIFIED WORK SCHEDULE)	30
	SICK LEAVE AGREEMENT	32

MEMORANDUM OF AGREEMENT

Between:

The corporation of The City of St. Albert hereinafter referred to as 'The City'

Of ~~the~~ First Part

and

The Canadian Union of Public Employees Local 941 on behalf of the members thereof employed by the Corporation of The City of St. Albert hereinafter referred to as 'The Union'

Of the Second Part

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is:

- a) to promote and maintain an harmonious, co-operative and understanding relationship between the employer, the Union, and its members;
- b) to provide an amicable method of settling differences or grievances which may arise with respect to matters covered by this Agreement;
- c) to enhance ~~the~~ services provided to the citizens ~~served~~ by The City of St. Albert;
- d) to promote and maintain the mutual interests of the Employer, the Union, and its members.

ARTICLE 2 - UNION SECURITY AND RECOGNITION

2.01 The City recognizes ~~the~~ Union ~~as~~ the sole bargaining agent for all employees covered by this Agreement as ~~outlined~~ in Article 31 of this Agreement. No individual or group of employees shall undertake to represent the Union at meetings with the City without proper authorization from ~~the~~ Union. In order that ~~this~~ may ~~be~~ carried out, the Union will supply the City with the names of its officers and committees. Similarly, the City will supply the Union ~~with~~ a list of its supervisory and other personnel with whom the Union may ~~be~~ required to transact business.

2.02 All employees who are members of the Union shall remain in good standing according to the constitution and by-laws of the Union, as a condition of employment. All employees covered by this Agreement shall pay to the Union monthly dues in the amount established by the Union as a condition of employment, and shall immediately upon hire become a member of the Union.

2.03 The City agrees to deduct dues described in Article 2.02 above from the employees' wages and remit same to the Union by the 15th of the month following the month's collection.

2.04 No Union member shall be required or permitted to make any written or verbal agreement which conflicts with the terms of this Agreement unless approved by the President of the Union or his designate.

2.05 Persons whose jobs are not in the bargaining unit shall (except under emergent situations) not work on any jobs in the bargaining unit when the performance of such work will result in reduction in pay, layoff or denial of overtime for permanent employees covered by the bargaining unit.

ARTICLE 3 - MANAGERIAL RESPONSIBILITIES

3.01 The Union recognizes that it is the function of the employer to exercise the regular and customary function of management and to direct the working forces of The City of St. Albert, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement may be decided through the grievance procedure.

3.02 The Union recognizes that it is the right of management to reorganize the procedure and methods of performing work, whether the reorganization takes the form of creating new classifications, discontinuing old classifications or splitting and reorganizing classifications and departments, and adding or discontinuing jobs within classifications, raising or lowering classifications and any other bona fide changes in the organization of the work force.

ARTICLE 4 - BARGAINING

4.01 A Bargaining Committee shall be appointed and shall consist of not more than four (4) appointees by the City and not more than four (4) appointees by the Union. The Union and the City shall advise each other as to their delegates to the Bargaining Committee.

4.02 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the City. Such representative shall have access to the City's premises in order to investigate and assist in the settlement of a grievance.

4.03 in the event either party wishes to call a meeting of the Bargaining Committee, the meeting shall be held at a time and place fixed by mutual agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 Definitions

- 1)** A grievance under this Agreement shall be defined as:
 - a) Any difference or dispute between a member of the bargaining unit and the employer;
 - b) Any difference concerning the interpretation, application, operation or alleged violation of this Agreement.
- 2)** Days, for purposes of the Grievance Procedure, means consecutive working days exclusive of Saturdays, Sundays and statutory holidays and approved leaves of absence.

5.02 Statement of Intent

The City and the Union recognize the desirability of resolving differences through joint consultation and discussion. Both will attempt to resolve differences through Informal means where possible, prior to proceeding to formal process.

5.03 Settling of Grievances

Should any difference arise between the parties bound by this Agreement there shall be no general stoppage of work on account of such difference. An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Step 1 An employee who believes himself to be aggrieved shall within five (5) working days bring the matter to the attention of the Division Manager, and attempt to resolve the complaint. He may, if he wishes, be accompanied by a representative of the Grievance Committee of the Union.

Step 2 If a satisfactory resolution is not achieved within five working days of the submission of the complaint at Step 1, the employee(s) concerned and a member of the Grievance Committee, shall within an additional five (5) days, submit a formal grievance to the Division Manager. The grievance shall contain a written statement of the particulars of the complaint, citing clauses that are relative to it, if applicable, and the remedy sought, with a copy to the Director of Administrative Services. The Division Manager shall render a decision in writing within five (5) days of receipt of the grievance.

Step 3 If a Satisfactory resolution is not achieved at Step 2, the employee(s) and a member of the Grievance Committee shall submit the grievance to the Director of Engineering, with a copy to the Director of Administrative Services. The Director of Engineering will render a decision within seven (7) days of receiving the grievance.

Step 4 If a satisfactory resolution is not achieved at Step 3, the employee(s) and a member of the Grievance Committee shall submit the grievance in writing to the City Manager, with a copy to the Director of Administrative Services. The City Manager shall render his decision within seven (7) days.

Step 5 Failing a satisfactory settlement being reached in Step 4, the Union may, on giving five (5) working days notice in writing to the employer of its intention, refer the dispute to arbitration. A copy of the Union written notice to the employer of its intent to refer the dispute to arbitration shall be forwarded to the Director of Administrative Services.

5.04 Investigation of Grievances

The employer recognizes the right of Shop Stewards to investigate grievances without hindrance or coercion in an effort to settle them. It is understood that there will be no general stoppage of work and that no more than an hour will be spent investigating grievances during working hours. Shop Stewards shall obtain the permission of their supervisor when it is necessary to conduct an investigation. Such permission shall not be unreasonably withheld.

5.05 Composition of Board of Arbitration

1) When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two appointees shall then meet to select an impartial Chair-person.

2) Failure to Appoint

if the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chair-person within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

3) Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chair-person is appointed.

4) Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair-person shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

5) Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chair-person of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

6) Expenses of the Board

Each party shall pay:

- a) The fees and expenses of the arbitrator it appoints;
- b) One-half (112) of the fees and expenses of the Chair-person.

7) Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

8) Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to the employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

5.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where the Union has a grievance, Steps 1 and 2 (clause 5.03) of this Article may be bypassed.

5.07 Failure to Act Within Time Limits

Failure of the grievor or the Union to process a grievance to the next step in the grievance procedure within the time limit specified, shall not be deemed to have prejudiced the Union on any future identical grievance.

5.08 Extension of Time Limits

Time limits in the grievance procedure may be extended by mutual agreement between the City and the Union, confirmed in writing.

5.09 Facilities for Grievances

The City shall supply the facilities for the grievance meeting.

5.10 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the City's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union.

5.11 Mutually Agreed Changes

Any mutually agreed changes to this collective agreement shall form part of this collective agreement and are subject to the grievance and arbitration procedure.

5.12 Representing Union in Grievance and Arbitration Proceeding!

An employee shall be compensated at the regular rate of pay for any authorized absence during their regularly scheduled work hours for the purpose of representing the Union in grievance and arbitration proceedings associated with this Agreement. Authorization will not unreasonably be withheld.

ARTICLE 6 - SENIORITY, PROMOTIONS, AND STAFF CHANGES AND LAYOFFS

6.01 Definitions

- 1) Permanent Employee - is defined as an employee who has satisfactorily completed the required probationary period with the City and who occupies a permanent position in the City's position establishment and who has produced a satisfactory medical certificate from an employer appointed medical practitioner. The cost of the medical examination shall be borne by the City.
- 2) Trial Period - a probationary period served by a permanent employee during the first ninety (90) calendar days after being initially placed in a position.
- 3) Probationary Employee - is defined as an employee who is serving the required probationary period of a maximum of one hundred and eighty (180) consecutive calendar days from the date he/she was hired.
- 4) Casual Labourer - is defined as a person employed for a seasonal assignment on a temporary basis.
- 5) Full Time - is defined as eight (8) hours per day totalling forty (40) hours per seven (7) day work period with two (2) consecutive days off.
- 6) Continuous Employment - is defined as the period of paid time between an employee's current hire date up to the date of their resignation or termination.

6.02 Seniority

- 1) An employee shall not accrue seniority until becoming a permanent employee. Service during the trial period in the permanent position shall be included as part of seniority.
- 2) The City shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board in the Public Works Building lunch room and in the Transit Garage lunch room in March of each year.
- 3) An employee shall not lose seniority rights if he is absent from work because of sickness, accident, or leave of absence approved by the City. An employee shall only lose his seniority in the event:

- a) ~~He~~ **is** discharged for **just** cause and **is** not re-instated;
- b) He resigns;
- c) He fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, **unless** through sickness or other just cause. It shall **be** the responsibility of the employee to keep **the** City informed of his current address;
- d) ~~He~~ **is** laid off for a period longer than one (1) year.

6.03 Layoffs

- 1) A layoff is defined **as a** reduction in the work force. If a layoff is to be effected, employees who **are** not permanent will be laid off before **any** permanent employee. In **the event** of layoff, seniority, qualifications and ability shall be **the** basis for who **is** to **be** laid off. Qualifications and **ability** shall be **determined** in a fair and equitable manner. Permanent employees who are to **be** laid off shall **be** given notice or pay in lieu of notice **as** follows:
 - a) up to five (5) years of service - two (2) weeks;
 - b) over five (5) years and up to ten (10) years of service - three (3) weeks;
 - c) over ten (10) years of service - four (4) weeks.
- 2) Notice of lay-off of permanent employees may be provided by the employer as follows:
 - notice that **the** lay-off will take effect at the expiry of the **required** notice period. Actual layoff may be postponed for a maximum period of twenty (20) work days on a day-to-day basis if work is available **and** this shall not negate the fact that proper notice has **been** given; or
- 3) Notice of lay-off of non-permanent employees may be provided by the employer as follows:
 - notice at **the** commencement of a seasonal position that the work **is** seasonal and an **approximate** time of lay-off given. Lay-off may then proceed at **the** end of the seasonal work and proper notice will be deemed to have been given. In case of error or omission and advance notice has **not** been provided, notice or pay in lieu of notice shall be in accordance with the terms of the Employment Standards **Code**.
- 4) Employee(s) shall be recalled in the Inverse order of their seniority (those employees laid off last shall be recalled first) providing they have the necessary qualifications and ability to do **the** work.

- 5) No new employees will be hired until those laid off have been given an opportunity for re-employment except where, in the case of a permanent employee, that employee has been laid off for a period greater than three hundred and sixty five (365) days, and in the case of a temporary employee, has been laid off for a period greater than one hundred and twenty (120) days.

6.04 Promotions and Staff Changes

- 1) All promotions and staff changes within *the* bargaining unit shall be based on seniority and ability.
- 2) When a position becomes vacant, ~~the~~ City shall post notice of such vacancy on the bulletin board in the Public Works lunch room and in the Transit Garage lunch room for a period of seven (7) working days in order that employees of the City shall have the opportunity of applying for such positions. The notice of vacancy shall contain the following information: nature of position; qualifications; required knowledge and education; skills; shift and wage attached to the vacant position.
- 3) If no qualified applicant is forthcoming at the expiration of the seven (7) working days, the City shall be free to fill the vacancy from any other source the City deems necessary.
- 4) The employer reserves the right to fill temporary positions and assignments as the need arises pending applications from those presently employed by the City.
- 5) Where a permanent employee applies on a posted vacancy and is successful they shall be paid the rate of pay for the classification of the position applied for.
- 6)
 - a) A successful applicant shall be placed on a trial period of ninety (90) calendar days. Conditional upon satisfactory service during the trial period, employees shall be confirmed in the new position. If a probationary employee is a successful applicant he/she shall serve a minimum of ninety (90) calendar days on probation in the new position or the remainder of his/her probationary period (whichever is greater);
 - b) When an employee accumulates ten (10) or more days approved leave of absence from work, these days will be added to the trial period to the extent that the employee completes the required ninety (90) day trial period.
- 7) An employee who proves unsatisfactory during the trial period or finds they are unable to perform the duties of the new position, shall be returned to their former position without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

- 8) In the event that at the end of **the** completion of an employee'(s) trial period **the** employee'(s) performance is considered to **be** marginal, the City may, at its discretion, extend the trial period for a time not exceeding an additional thirty (30) calendar days. The City shall provide a written notice to the employee and **the** Union to this effect together with a statement of the reasons for this action.
- 9) In **the** event that at **the** completion of an employee'(s) probationary period the employee'(s) performance is considered to be marginal, the City may, at its discretion, extend the employee'(s) probationary period for a time not exceeding an additional thirty (30) calendar days. **The** City shall provide **a** written notice to **the** employee and the Union to this effect together with a statement of the reasons for this action.
- 10) When **a** probationary employee accumulates ten **(10)** or more work days of approved leave of absence from work, **these** days will be added to the probationary period to the extent that the employee completes the required one hundred and eighty **(180)** consecutive calendar days probation.
- 11) When **a** permanent employee **accepts** a temporary assignment, they shall revert to their former position and wage upon expiration of **the** temporary assignment and retain the right to apply for any posted positions.
- 12) When a permanent employee works a full eight hour shift at a higher position, **he** shall **be** paid the rate of pay of **the** higher classification of the work performed for that shift.
- 13) **The** City shall endeavor to inform the affected members and the Union of all appointments, hiring, layoffs, transfers, recalls and terminations within the bargaining unit within five (5) working days of **the** date of **the** decision.
- 14) Should the City merge, amalgamate or combine any of its operations or functions with another employer, the City agrees to do all in **its** power to retain the seniority rights for **all** employees with the new employer.
- 15) Upon completion of two thousand and eighty (2080) hours of full time continuous employment a casual labourer shall become a permanent employee. The two thousand and eighty (2080) hours of continuous **full time** employment shall exclude time spent on approved leave of absence from work without pay in excess of eighty (80) hours or time spent on a layoff. **A** resignation or **a** refusal to accept **a** call back will be considered a discontinuation from full time continuous employment for **the** purpose of this clause.
- 16) A Casual Labourer shall be paid according to the schedule prescribed for this classification in Article 31 Classification and Wages only,
- 17) Any person hired **as** a Casual Labourer shall not **be** laid off for the specific purpose of denying him/her permanent status.

ARTICLE 7 - DISMISSAL AND SUSPENSION

- 7.01** The City will not dismiss any employee without just cause. An employee may **not be** dismissed by any officer of the City below the Department Head level.
- 7.02** A Supervisor above **the** level of Foreman may suspend for a period of not in excess of five **(5)** working days any employee working under his jurisdiction for **just cause** and shall report the facts immediately to the Division Manager.
- 7.03** Should any **discharged** or suspended employee feel that his dismissal or **suspension** is unjust, he may appeal such action through the grievance procedure.
- 7.04**
- 1) **Access** to an employee's **file** shall be **provided** to the employee or his **authorized** representative upon written request once a year **or** in the event of a grievance. At **these times the** employee may request and shall receive **copies** of material in **the** file.
 - 2) If the employer files a written reprimand against an employee which will become a record in that employee's personnel file, the employee shall **be** given a copy of **the** reprimand and **he/she** may seek the advice or assistance of the Union. If the employee receives a series of reprimands which appear to be leading to the suspension or termination of that employee, the employer shall discuss the matter with the President of **the** Union or his designate. This Article is directory, not mandatory.
- 7.05** An employee is entitled to have his Steward present when being disciplined. Where a supervisor intends to discipline an employee, **the** supervisor will notify **the** employee in advance of the purpose of the meeting in order that the employee may request his Steward **be** present. For purposes of this clause, discipline means a written reprimand or penalty more severe. This clause is directory, not mandatory.
- 7.06** An employee engaged in other employment for **gain** without the consent of the City while on any paid leave or **leave** of absence, except vacation leave and overtime bank, shall **be** deemed to have automatically terminated his service with the City.
- 7.07** An employees official personnel record shall be cleared of disciplinary action or written reprimand under the following guidelines:
- a) the Human Resources Branch is provided with a written request to do **so**.
 - b) all non-medical disciplinary actions and reprimands after thirty six (36) consecutive months, if no further disciplinary action or reprimand has occurred during the thirty six (36) consecutive months.
 - c) all medically oriented disciplinary actions and reprimands after forty-eight **(48)** consecutive months, if no further medically oriented disciplinary action has occurred during the forty-eight (48) consecutive months.

7.08 Upon a reasonable written request an employee may be given, in the presence of a representative of the employer, an opportunity to read all documents relating to the assessment of his or her conduct or work performance that are held in the City's employee personnel file. The employee may be accompanied by a representative of the Union by request.

ARTICLE 8 • RESIGNATION

8.01 An employee is required to provide the employer with two (2) weeks prior written notice if he wishes to resign in good standing. Should the employee request the withdrawal of his resignation within five (5) days of giving it, and should the employer accept the withdrawal, the employee's seniority will not be affected.

ARTICLE 9 • TRAINING PROGRAM

9.01 The City shall maintain a system of "on-the-job" training so that interested employees shall have the opportunity to receive training to qualify for promotion, in the event of a vacancy arising.

9.02 Such opportunities for training shall be allocated according to the seniority and ability provisions of this Agreement.

9.03 Where an employee is appointed to a vacant position the employee shall receive up to forty (40) hours of instructional training, after which he shall be declared qualified, or shall be allowed up to an additional forty (40) hours instructional training. An employee completing a maximum of eighty (80) hours shall become qualified or shall be deemed not acceptable at that time.

9.04 During the training period, the trainee shall be paid the same hourly rate as he received in the position he vacated.

9.05 The City maintains a budget to assist employees seeking extra training for career advancement. Funds are accessible to employees upon application, and will be dispersed in accordance with City policies to the extent of the budget available.

ARTICLE 10 • LEAVE OF ABSENCE

10.01 Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on Union business with the City, they shall suffer no loss of pay for the time so spent.

10.02 Leave of absence without pay and without loss of seniority shall, subject to job requirements, be granted upon request to the City, to employees elected or appointed to represent the Union at Union Conventions or Seminars. Such time shall not exceed an aggregate total of twenty (20) working days in any one calendar year.

10.03 The City shall grant leave of absence without loss of seniority to an employee who is required by law to serve as a juror or appear as a witness in any Court. The City shall pay such an employee his normal earnings and the payment he received for services as a juror or witness excluding payment for travelling, meals or other expenses shall be assigned to the City. The employee will present proof of service and the amount of pay received.

- 10.04** The City may grant leave of absence without pay and without **loss** of seniority to any employee requesting such leave for good and sufficient cause; such request **to** be in writing to the Personnel Section at least forty-eight **(48)** hours prior to the requested absence. An employee on an approved leave of absence without pay shall not **be** eligible for sick leave benefits, special **leave** or vacation **leave**, nor payment of statutory holidays on **the** day preceding or following the absence, or falling within the period of absence.
- 10.05**
- 1) Female members covered under this agreement shall **be** entitled to receive the maternity benefits contained in The City of St. Albert Employee Relations Administrative Regulations.
 - 2) A member requiring adoption leave shall **be** granted leave without pay according to **the** terms and conditions of Division 10 of the Employment Standards Code.
 - 3) Where there is significant reason to believe that working conditions may be hazardous to an unborn child or to **the** pregnant employee, the employee shall be entitled to be transferred to another position providing that a position exists, **she** has the ability to, and **is** capable of performing the work.
 - 4) The employee shall continue to accrue seniority while on maternity leave.
- 10.06**
- 1) An employee shall, upon written request, **be** provided leave of absence without pay but without **loss** of benefits or seniority to **be** a candidate in a federal, provincial or municipal election. The period of leave shall not exceed two **(2)** months in any candidacy.
 - 2) The employee, if elected, shall continue to perform his normal duties with the City in the course of his normal working hours or terminate his employment with **the** City. Leave to attend occasional meetings or functions shall **be** granted subject to **job** requirements. **Such** absences shall **be** without pay but without loss of benefits or seniority, and shall **be** limited to the equivalent of twenty (20) days per year.
 - 3) An employee who is elected or selected for a full time position with the Union, or any of its affiliates, shall be granted leave without pay without **loss** of seniority for a period of one **(1)** year. Such leave may **be** extended on request during his term of office.

ARTICLE 11 - SPECIAL LEAVE

- 11.01** Special leave is designed to provide a permanent employee with leave of absence with pay in the following circumstances:

11.02 Illness in the Family

Special leave with pay because of serious illness in the family may be granted to a maximum of **two (2)** days per occasion to an employee. 'Family' is interpreted as father, mother, brother, sister, spouse, child of the employee, or father-in-law, mother-in-law. **Also**, upon written application, other relatives or guardians in special circumstances (e.g. an aunt or uncle that reared the employee) may be considered under this Section. It **is stressed** that special leave **because of** illness in the family will not be granted unless the illness is of a critical nature. The provisions of this clause are not meant to include situations such as an employee not being able to arrange babysitting for a sick child or transportation of family members to medical facilities.

11.03 Death of a Member of the Family or of a Near Relative

When a member of his immediate family dies, an employee, for the purpose of the funeral, may be granted special leave with pay to a maximum of four **(4)** days and may in addition, depending on distance and transit time, be granted up to three **(3)** days special leave for the purpose of travel, if required in relation to the death. 'Family' **is** to be interpreted as in Section 11.02. Special leave with pay to a maximum of one **(1)** day may be granted to an employee for the purpose of attending the funeral of a grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

11.04 Marriage

Special leave with pay of one (1) day may be granted to an employee to be present at his wedding if it falls on a regular work day.

11.05 Birth of a Child

A male employee shall be granted special leave with pay to a maximum of **two (2)** days to be present;

- I) at the birth of his child
- II) at adoption proceedings

11.06 Urgent Domestic Contingency

At the City's discretion, special leave with pay to a maximum of three (3) 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.

11.07 Quarantine on Account of Illness in the Household

Special leave with pay may be granted at any time to an employee who is placed under quarantine by order of a medical health officer owing to illness in his household. Leave granted under this Section may not exceed the employee's accumulated special leave credits. Where quarantine is on account of the illness of the employee, the absence will be charged to sick leave.

11.08 To Write an Examination or to Receive a Degree or Diploma

Special leave with pay to a maximum of one (1) day per subject may be granted to an employee to write an examination for an employer approved course at an accredited school or other course, provided the employer has demonstrated that the examination to be written relates to a course of study which is directly related to the employee's duties and will improve his qualifications and ability to perform those duties. Special leave with pay may also be granted to an employee for the purpose of receiving a degree or a diploma at a school, technological institute or university convocation or to receive special honor at a meeting of a professional society.

11.09 Circumstances Relating to Veterans

Special leave with pay may be allowed to veterans when evidence is furnished in the form of a statement signed by the officer in charge for:

- 1) Attendance at a Department of Veterans Affairs Pension Board.
- 2) Attendance at the Treatment Service of Veterans Affairs for a medical check-up not primarily conducted for the purpose of active treatment. If the employee reports of his own volition or is called in for active treatment, the absence is to be charged to sick leave.
- 3) Attendance at an Investiture in order to receive a decoration for war service.

11.10 Oath of Allegiance

Special leave with pay may be granted to an employee who is required to appear before the Court to take the Oath of Allegiance in connection with his application to become a Canadian Citizen.

11.11 Special Leave Credits

Employees shall accumulate special leave credits at the rate of one-half (1/2) day for each completed month of continuous service up to a maximum of thirty (30) days.

11.12 Special Leave Advance

The City, at its discretion, may grant, in advance, special leave credits to a maximum of five (5) days to an employee who has insufficient credits to cover the period of special leave requested. Advance credits shall be recovered from the special leave credits which are subsequently earned by the employee; or may be recovered by other means.

11.13 Administration

All special leave is to be applied for in writing to the Personnel Department on the form provided forty-eight (48) hours prior to absence, if possible. In the event that the request for leave could not be submitted prior to the employee's absence, it must be submitted immediately upon the employee's return to duty.

11.14 Pyramiding

There shall be no pyramiding of leave except;

- a) in case of bereavement leave
- b) as provided in clause 15.09 (annual vacations)

11.15 The final decision in matters of disagreement and/or interpretation of this policy will be that of the City Manager.

ARTICLE 12 - STATUTORY HOLIDAYS

12.01 The following days will be **observed** as Statutory Holidays:

- | | |
|------------------|---------------------|
| 1. New Years Day | 7. Heritage Day |
| 2. Family Day | 8. Labour Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Easter Monday | 10. Remembrance Day |
| 5. Victoria Day | 11. Christmas Day |
| 6. Canada Day | 12. Boxing Day |

12.02 An employee is entitled to Statutory holidays when the undermentioned conditions have been met:

- a) the employee has worked for the City for thirty (30) or more calendar days in the preceding twelve (12) months and;
- b) the employee works on the statutory holiday when they are required or scheduled to do so and;
- c) the employee works their last regular working day preceding and their first regular working day following the statutory holiday.

12.03 Statutory Holiday Pay

For the purpose of determining employee entitlement a statutory holiday is deemed to fall on the normal calendar day of occurrence. The City may designate a day in lieu of the normal calendar day to be observed as the statutory holiday. The designation of a day in lieu of the normal calendar day shall not jeopardize or enhance an employee's statutory holiday entitlement.

12.04 Payment for a statutory holiday will be calculated based on an employees regular straight time hourly rate and their regular bi-weekly work schedule.

12.05 When the statutory holiday is a day that would, but for the statutory holiday, have been a working day for the employee and the employee does not work on that day, the City shall pay the employee normal holiday pay equal to the employees regular daily wage.

12.06 Employees required to work on a statutory holiday shall be paid at two (2) times their regular straight time hourly rate for all hours worked in addition to their normal holiday pay. The City may elect to re-schedule the employees statutory holiday in lieu of paying the employee normal holiday pay.

12.07 When a statutory holiday is a day that is not normally a working day for an employee or is observed during a period of approved vacation leave or approved general illness, the employee shall be granted a statutory holiday equal to the employees regular daily wage, or an additional day of vacation or general sick leave.

ARTICLE 13 - SICK LEAVE

13.01 Sick leave shall be accrued by permanent employees on the basis of one and one-half (1 1/2) working days for each month worked. Sick leave entitlement shall be cumulative from year to year to a maximum of one hundred and twenty (120) working days.

13.02 Employees who abuse or submit a false claim for sick leave may be dismissed immediately for such action.

13.03 An employee who is sick or ill for more than three (3) consecutive work days shall produce a certificate from a qualified medical practitioner on the standard City form certifying that such employee was unable to carry out his duties due to illness.

13.04 Notwithstanding the terms of Article 13.03, an employee may be required to produce, on demand, a certificate from a qualified medical practitioner for any illness certifying that such employee was unable to carry out his duties due to illness.

13.05 The City shall be notified of an employee's illness prior to the commencement of the day's work on the first day of illness or lose the first day's pay. Exceptions to this rule may be made under extenuating circumstances.

13.06 Sick leave shall not be paid for leave resulting from;

- a) Intentionally self inflicted injury
- b) Injury sustained while working for an employer other than The City of St. Albert
- c) Injury sustained through self employment
- d) Injury sustained in any felonious activity.

13.07 The employer shall advise each employee on request of the amount of sick leave accrued to his credit.

13.08 In the event of the retirement or death of an employee, fifty percent (50%) of the value of all accrued sick leave shall be paid to the employee or his/her estate. This Article shall not apply to any employee who was not a permanent employee as at and prior to January 1, 1984 or who was hired or re-hired subsequent to that date.

13.09 An employee may be disqualified from receiving benefits under this Article if he refuses to accept work, which in the opinion of the physician, he is capable of performing. Should the employee accept this work, he will be entitled to his regular base rate of pay.

ARTICLE 14 - SUPPLEMENTARY MEDICAL INCOME REPLACEMENT PLAN

- 14.01** In the event that a permanent employee becomes ill and his accrued sick leave is insufficient to cover the period of illness, the City shall provide short term income protection to that employee according to the terms and conditions below.
- 14.02** Beginning thirty (30) calendar days after the commencement of illness or on the day following the expiry of accumulated sick leave, whichever comes later, and ending upon the commencement of coverage under the existing long term disability plan or one hundred and twenty (120) calendar days, whichever is earlier, the employee shall be entitled to a portion of his daily base salary at the time of illness for each day that he is certifiably ill.
- 14.03.** The proportion of pay that the employee is entitled to under this clause shall be determined by the average incidence of sick leave by the permanent employees in the bargaining unit in the calendar year preceding, as follows:

Average Sick Leave	Percent of Payment
Over 10 days	Nil
10 days	30
9 days	40
8 days	50
7 days	60
6 days	70
5 days	80
4 days	90
3 days	100

- 14.04** The payment will move in five percent (5%) units based on each one-half of one percent (0.5%) change in the average sick leave achieved. The payment will be calculated to the nearest five percent (5%).
- 14.05** Under no circumstances will a payment under this plan be made if the average incidence of sick leave exceeds ten (10) days per calendar year.

ARTICLE 15 - ANNUAL VACATIONS

- 15.01** An employee terminating his service with the City during his first year of employment shall be paid vacation pay in accordance with the provisions of the Employment Standards Code.
- 15.02** An employee who has completed less than seven (7) years service shall accrue vacation leave at the rate of one and one-quarter (1 1/4) days per month of continuous service. When such an employee takes his vacation he shall receive as vacation the monthly accrual for the period for which he is taking his vacation.
- 15.03** An employee who has completed seven (7) years but less than seventeen (17) years shall accrue vacation leave at the rate of one and two-thirds (1 2/3) days per month of continuous service. When such an employee takes his vacation he shall receive as vacation the monthly accrual for the period for which he is taking his vacation.

- 15.04** An employee who has completed seventeen (17) years shall accrue vacation leave at the rate of two and one-twelfth (2 1/12) days per month of continuous service. When such an employee takes his vacation, he shall receive as vacation the monthly accrual for the period for which he is taking his vacation.
- 15.05** An employee who has completed twenty-four(24) years of service shall accrue vacation leave at the rate of two and one-half (2 1/2) days per month of continuous service. When such an employee takes his/her vacation, he/she shall receive as vacation the monthly accrual for the period for which he/she is taking his/her vacation.
- 15.06** A vacation schedule shall be posted by April 1 of each year and finalized by May 31 of each year. Seniority shall prevail in determination of dates at which vacation will be received. In Transit, first choice for vacation dates will be decided on a rotating basis.
- 15.07** Carry-over vacation may be permitted, when requested in writing, from one year to the following year, but accumulation is limited to the number of days an employee can accrue in sixteen (16) months. Total vacation in any one calendar year will not exceed eight (8) weeks.
- 15.08** Taking of vacation leave is subject to the approval of the Manager.
- 15.09** If an employee becomes hospitalized for a period in excess of three (3) working days during a period of annual vacation leave and meets the conditions as set out in Article 13, the employee shall be granted sick leave for the period of illness and his annual vacation leave credits shall be restored to the extent of any corresponding sick leave granted, provided that it does not exceed the amount of vacation leave that the employee had applied for before becoming ill.

ARTICLE 16 - GROUP LIFE, HOSPITALIZATION AND MEDICAL INSURANCE

- 16.01** Permanent employees' participation in the group life, hospitalization and medical plans shall be in accordance with the plans which are in effect from time to time. The City's and the employees' contribution to these plans shall be paid for in the proportion of seventy-five percent (75%) by the City and twenty-five percent (25%) by the employee. The City agrees to keep a copy of these plans on file at all times and they may be inspected by an accredited member of the Union at any time upon application.
- 16.02** Benefit plans presently in effect:
- Group Life insurance
 - Natural Death (2 X annual salary)
 - Accidental Death and Dismemberment (4 X annual salary)
 - Group Dental Plan
 - Basic Service, and Option II with eighty percent (80%) reimbursement (dentures)
 - Alberta Blue Cross or equivalent
 - Alberta Blue Cross, Vision Care
 - Alberta Health Care Insurance

These plans may be changed from time to time at the City's discretion ~~where~~ the change in benefits is not substantial, or where a substantial change is contemplated, with mutual consent of both parties.

16.03 Permanent employees shall pay one hundred percent (100%) of the premium cost for the Group Long Term Disability coverage provided by the City.

16.04 All permanent employees shall enrol in the local Authorities Pension Plan.

ARTICLE 17 - HOURS OF WORK

17.01 The regular hourly work schedule shall be eight (8) hours per day totalling forty (40) hours per seven (7) day work period with two (2) consecutive days off.

17.02 The regular work day for ~~the~~ day shift shall ~~not commence~~ before 7:00 a.m. nor, finish later than 6:00 p.m., with one-half (1/2) hour unpaid lunch break.

17.03 The afternoon shift shall not commence before 4:00 p.m., nor finish later than midnight. A reasonable lunch break shall be allowed within the eight (8) hour duration of the shift.

17.04 The night shift shall not commence before 11:30 p.m. nor finish later than 8:00 a.m. A reasonable lunch period shall be allowed within the eight (8) hour duration of the shift.

17.05 Notwithstanding the above, the commencement and completion times of all shifts may be altered by mutual agreement of the City and the Union. In a situation of organizational necessity to alter shift hours, the Union shall not unreasonably withhold agreement.

17.06 During the term of this Contract the hours of work for employees in the Transit Division will be set by Joint discussion and mutual agreement, having regard for the operational necessities of the service.

17.07 1) When an employee reports for work and it is impossible for work to commence such employee shall be paid for a minimum of two (2) hours at regular rates.

2) When an employee works any time in excess of the first two (2) hours of their shift, up to and including the first four (4) hours of the shift, and is then released from duty, they will be paid for the full half shift, i.e. four (4) hours pay at straight time rates.

3) When an employee works for any period of time in the first two (2) hours of the second half of their shift, and is then released from duty, they will be paid for time actually worked at straight time rates.

4) When an employee works any time in excess of six (6) hours of a full shift, and is then released from duty, they will be paid for the full shift (i.e. eight (8) hours at straight time rates.

17.08 An employee shall not be absent from work without the prior authorization of his supervisor or a senior official or shall be subject to discipline.

17.09 An employee who is absent from duty without permission shall inform a supervisor or senior official of the reasons within the time limits established below:

- 1) At least **two (2)** hours prior to the commencement of a shift, or
- 2) In the *case* of a day worker, within two (2) hours of normal starting time.

These time limits may be waived when it can be established that the employee, for acceptable reasons, was unable to contact the supervisor or senior official within the time specified.

17.10 An employee who absents himself from his employment without prior authorization shall after three (3) consecutive days of such unauthorized absence for a permanent employee, and two (2) consecutive days for a temporary employee be considered to have abandoned his position and will be deemed to have resigned unless it is subsequently shown by the employee that special circumstances prevented him from reporting to his place of work.

ARTICLE 18 - OVERTIME

18.01 Time worked by an employee in excess of an eight hour shift shall be considered as overtime. Overtime pay shall be calculated on the basis of two (2) times the employees straight time hourly rate. Overtime calculations shall be based on an employees straight time hourly rate and shall not include shift differential or any other premiums. Overtime is voluntary except under emergent situations.

18.02 When an employee is called back to work following their regular hourly work schedule they shall receive a minimum of two (2) hours pay at their overtime rate. Calls within two (2) hours of each other shall be considered one (1) call back. Hours worked in addition to the minimum of two (2) hours shall be calculated at two (2) times an employees straight time hourly rate.

18.03 1) A permanent employee may, prior to January 1st, by arrangement with the employer, establish an overtime bank to a maximum of forty (40) hours from January 1 to December 10 of each year on which date the employee may exercise his option to be paid out for the number of actual overtime hours worked at the rate at which the overtime hours were earned. This bank will enable an employee to have time available on forty-eight (48) hours notice on a mutually agreed basis to his immediate supervisor for his own requirements.

2) On the occasion of a non-permanent employee becoming permanent, the employee may elect to participate in the overtime bank.

ARTICLE 19 - REST PERIODS

19.01 All employees covered by this Agreement shall be permitted a fifteen (15) minute rest period both in the first half and second half of the shift.

- 19.02** Rest periods shall be arranged by the Foreman in such a manner as to cause minimum disruption of work schedule.
- 19.03** In the event of an emergency or other contingency arising which requires the full attention and efforts of the employees covered by this Agreement and at the discretion of the Foreman, these aforementioned fifteen (15) minute rest periods will be considered as not being effective for the duration of the emergency or contingency.

ARTICLE 20 - DISCRIMINATION

- 20.01** The City, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge, or otherwise by reason of age, race, creed, color, national origin, political or religious affiliation or lack of it, sex, marital status, nor by reason of his/her membership or activity in a labour organization.
- 20.02** Wherever the masculine gender is used it refers to both masculine and feminine.
- 20.03** Members covered under this agreement shall be provided the same consideration for Personal Harassment and Discrimination as set out in the Guidelines and procedures for resolving complaints in The City of St. Albert Employee Relations Administrative Regulations.

ARTICLE 21 - SUBCONTRACTING

- 21.01** In order to provide job security for members of the bargaining unit, the employer agrees that all work or services presently performed by the employees shall not be subcontracted without prior notification and joint consultation with the Union where such subcontracting will result in a reduction of the work force. Every reasonable effort shall be made by the employer to retrain and/or relocate employees so affected.

ARTICLE 22 - SAFETY

- 22.01** The City and Union shall co-operate in continuing and perfecting regulations which will provide adequate protection to employees engaged in hazardous work.
- 22.02** A Joint Health and Safety Committee consisting of Union and City management members, shall be established for the purpose of co-ordinating an effective health and safety program and shall meet on a regular basis.
- 22.03** No employee shall operate any tool, appliance, or equipment that will cause to exist an imminent danger or carry out any work where there exists or will cause to exist an imminent danger to the health and safety of that, or any other employee or a member of the public.
- 22.04** Imminent danger shall be defined as a danger which is not normal for that occupation or a danger under which a person engaged in that occupation would not normally carry out his work.

- 22.05 Employees are encouraged to report any unsafe conditions to their Superintendent. If the unsafe condition is not corrected, then the employee should bring the matter to the attention of the Union and the Occupational Health and Safety, Inspection Branch.
- 22.06 An employee, upon successful completion of his probationary period and upon acceptance by the Division Manager that safety footwear purchased by the employee meets the necessary standard, shall be reimbursed by the City an amount equal to fifty (50%) percent to a maximum of one hundred (\$100.00) dollars of the cost of the regular safety work boots.
- 22.07 The City will require some employees to undertake courses in first aid treatment and in this regard the City will compensate the employee for the time and costs incurred in completing an approved course in First Aid Instruction.
- 22.08 The City shall also provide protective clothing for employees required to work in wet conditions. In order for the employee to qualify for a second issue of this or any other issue of clothing he is required to return the first issue and show that it is no longer suitable for wear.

ARTICLE 23 - WORKERS COMPENSATION PAY SUPPLEMENT

- 23.01 A permanent employee prevented from performing his regular work with the City on account of an occupational accident that occurs in the course of his work for the City that is covered by the Workers' Compensation Act shall receive from the City the difference between the amount payable by the Workers' Compensation Board and his last rate of pay until the Workers' Compensation Board certifies he is able to return to work or until he is granted a permanent pension by the Workers' Compensation Board, whichever may be sooner. In order for an employee to continue receiving his regular pay, he shall assign his compensation monies over to the City.
- 23.02 A temporary or probationary employee prevented from performing his regular work with the City on account of an occupational accident that occurs in the course of his work for the City that is covered by the Workers' Compensation Act shall receive from the City the difference between the amount payable by the Workers' Compensation Board and his last rate of pay until the Worker's Compensation Board certifies he is able to return to work or until he is granted a permanent pension by Workers' Compensation Board, whichever may be sooner.

ARTICLE 24 - SHIFT DIFFERENTIAL

- 24.01 A shift differential of sixty (60¢) cents per hour shall be paid for the shift hours worked outside the 7:00 a.m. to 6:00 p.m. limit. Permanent employees required to work a regularly scheduled weekend day shift between the hours of 7:00 a.m. to 6:00 p.m. shall be paid the shift differential. Where the major portion of the shift falls outside the above hours, employees shall be paid shift differential for the full shift. The differential is not paid for hours worked at overtime rates.

ARTICLE 25 - STANDBY PAY

- 25.01** For the purpose of determining an employees standby pay entitlement,
- a) Day shall be defined as any consecutive 24 hour period.
 - b) Statutory holiday shall be defined as a day recognized as a statutory holiday and set out in Article 12.
- 25.02** Employee; required to do standby duty shall be paid at the rate of twelve (\$12.00) dollars per day for week days - Monday through Friday inclusive and thirty-four (\$34.00) dollars per day for weekends or statutory holidays. An employee called out for emergency work while on standby shall receive not less than two (2) hours pay at double (2x) their regular rate of pay. Calls within two (2) hours of each other shall be considered as one call for the purposes of computing minimum pay for an employee called out. All additional hours worked shall be at the rates for overtime in the Agreement.
- 25.03** The standby personnel will be required to rectify the call-out problem where possible.

ARTICLE 26 - PAYMENT OF WAGES

- 26.01** The City shall pay wages every second Friday in accordance with Article 31 of this Agreement. On each payday each employee shall be provided with an itemized statement of his wages and deductions.
- 26.02** Employees may upon giving at least five (5) days notice receive on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation. A period of vacation for which advances will be prepared may not be less than five (5) vacation days.

ARTICLE 27 - CLASSIFICATION PROGRAM

- 27.01** The City of St. Albert shall establish and maintain a classification system covering employees within the jurisdiction of the Union.
- 27.02** The Union shall have the right to recommend modifications to the classification program and these will be considered by the City.
- 27.03** The City shall make available to the Union on request, all information used in the process to evaluate and allocate positions to the appropriate established classification.
- 27.04** The parties to this Agreement recognize and agree that the implementation and operation of a classification system will in no way change the established procedure whereby wages for established classifications are determined through negotiations undertaken to renew the collective agreement between the parties.
- 27.05** In the event that the City creates a new class which is not included in this Agreement and which falls within the jurisdiction of the Union, the rate of pay shall be negotiated by the City with the Union.

27.06 Where the City and the Union fail to reach agreement on the rate of pay within seven (7) days of notice to the Union of the creation of the said classification, the City shall have the right to set the rate, and such decision shall be subject to the provisions and limitations of the grievance procedure commencing at Step 4.

27.07 Should the City post a notice of vacancy after establishing a rate, but while efforts to seek a final resolution are still in progress, the posting shall contain the following statement:

'The final settlement for rates of wages and working conditions is being negotiated. The resultant rates of wages shall be retroactive to the date of the appointment.'

27.08 Review Procedure

- 1) An employee who considers that the duties or responsibilities of his position have been changed significantly since the last evaluation review may request a review of the allocation of his position.
- 2) A request shall be initiated by the employee obtaining a position description form from his supervisor, completing it in detail, and submitting it to his Department Head for recommendation and referral to the Human Resources Department. The form shall be supplemented by a written statement from the employee, and the Union, signed and dated, giving his reasons why he believes a change is warranted.
- 3) On receipt of the completed documentation and the recommendation of the Department Head, the Human Resources Department shall review the position and provide a decision in writing within thirty (30) calendar days of receipt of the request.

27.09 Appeal Procedure

- 1) Where an employee and/or the Union disagrees with the decision rendered by the Personnel Department shall, within ten (10) working days from the date of receipt of the decision, initiate a challenge; otherwise the request is considered resolved and further action cannot be initiated for a period of at least one (1) year from the date of the Human Resources Department's decision.
- 2) A challenge shall consist of written notification to the Director of Administrative Services and the Union, signed and dated, stating the reasons that the employee does not agree with the decision and requesting that the decision be reviewed.
- 3) A classification review committee composed of the Director of Administrative Services, the Division Manager, and two members of the Union shall meet within ten (10) day; of receipt of the request, review the employee's justification and any appropriate information, and attempt to resolve the appeal. The classification review committee shall prepare a joint report summarizing the decision of the individual representatives and shall forward it to the employee.

- 4) Where a majority decision is reached by the committee, the decision shall be binding upon the employee.
- 5) Where a majority decision is not achieved by the committee, the employee, with the approval of the Union, shall within five (5) days of receipt of the decision, refer the appeal to a Classification Appeal Arbitrator.

27.10 Classification Appeal Arbitrator

- 1) The Classification Appeal Arbitrator shall be an Independent, selected jointly by the City and the Union.
- 2) The City and Union shall prepare and maintain a list of arbitrators suitable to both parties who may be called upon to resolve classification appeals as they occur.
- 3) In the event the City and the Union cannot agree on an Appeal Arbitrator, the matter shall be referred to the Minister of Labour who shall appoint a person as arbitrator. The parties agree that such request shall be made jointly, requesting a person with job classification experience.
- 4) Where the Minister has appointed the arbitrator, the difference shall be resolved by a three (3) member Board and the person so appointed will be Chairman of that Board. Each party shall appoint a member to the Board to act on their behalf, and shall bear the expense of that member. The decision of the Board is the decision of the majority, or where a majority decision cannot be achieved, the decision of the Chairman shall be the decision of the Board.
- 5) The arbitrator, or the Board shall hear arguments from the parties to the dispute and shall render a decision in writing providing reasons therefore, within fourteen (14) days of the hearing.
- 6) Each appeal heard shall be based on the duties of the position at the time a review was concluded and shall not take into account any duties added or deleted subsequent to that time.
- 7) The arbitrator or the Board shall not add to, detract from, or modify the existing classification specifications, standards or plan, but shall grant or deny the appeal as submitted.
- 8) The decision of the arbitrator is final and binding upon the parties.
- 9) The City and Union shall share equally the fees and expenses of the arbitrator, and other costs related to the appeal.
- 10) The mandatory time limits specified in this Section may be extended or waived with the written mutual consent of both parties.

27.1'1 Affect on Wages

- 1) The wage rate of any employee shall not be reduced when his position is reclassified to a classification with a lower wage rate, but shall be maintained at the rate of pay of the employee at the time the reclassification was initiated until the normal wage rate assigned to the resulting classification exceeds the wage rate of the employee.
- 2) Where an employee applies for another position within the Civic Service and is appointed to that position, the rate of pay for said employee shall be the normal rate of pay for the position to which the employee has been appointed.
- 3) Where the employee has been appointed to a position as described in (2) above and during the trial period of ninety (90) days of prescribed extension thereof, the employee requests for valid reasons or is requested by the employer for valid reasons to revert to his former position, that employee shall revert to that rate of pay which he received prior to the appointment, and continue to receive the benefit in clause (1) of this Section.
- 4) The effective date of any salary change resulting from reclassification shall be the first date of the pay period following the date on which the appeal was submitted.
- 5) Reclassification requests will be processed in the order in which they are received.

ARTICLE 28 - TOOL ALLOWANCE

28.01 The City shall provide a tool allowance as follows:

- 1) \$12.50 per month to automotive servicemen payable monthly.
- 2) \$18.00 per month to apprentice mechanics, mechanics and mechanic Foremen payable monthly.

ARTICLE 29 - COVERALLS

29.01 The City shall purchase and supply to employees in the following classifications the specified number of pairs of coveralls by the end of January of each year. At the City's discretion the coveralls may be new or reconditioned, but shall be serviceable and clean at the time of issue. Ongoing cleaning is the responsibility of the employee.

- 1) Five (5) pair per year:
Journeyman Mechanics, Welder, Foreman-Garage Shop, Automotive Servicemen, Apprentice Mechanics.
- 2) Three (3) pair per year:
Employees working in water & sewage.
- 3) Two (2) pair per year:
Pest control workers.

- 4) Two (2) pair per year for:
Employees doing boulevard sweeping during the season that they are on sweeping duty, to be returned at the end of the assignment.
- 5) Two (2) pair per year for:
Transportation employees working with tar and asphalt.
- 6) Three (3) pair per year for:
Refuse Collector - Transportation.
- 7) Two (2) pair per year for:
Building Maintenance workers:
- 8) One (1) pair per year for:
Transportation employees working on mudjacking.

ARTICLE 30 - RETIREMENT

30.01 Upon reaching the age of 65 years an employee shall retire from their employment with The City of St. Albert.

ARTICLE 31 - CLASSIFICATION AND WAGES

The City and the Union agree that the wage schedule in effect on the date of expiration of the existing Collective Agreement (except as modified for the classifications of Small Engine Mechanic and Back hoe Operator) shall remain in effect for the first year of the new contract. Effective January 5, 1998 there will be a 3.75% increase to all classifications.

SCHEDULE OF WAGES - (January 1, 1997 - December 31, 1998)

Classification	199'7	June 10/1997	1998
Foreman - Garage Shop	21.38		22.18
Heavy Duty Mechanic	20.33		21.09
Automotive Mechanic Welder	19.94		20.69
Foreman - Water & Sewer Foreman - Pest Control	18.45		19.14
Foreman - Building Maintenance	17.99		18.66
Foreman - Transportation Foreman - Parks Maintenance Building Maintenance Tradesman	17.79		18.46
Small Engine Mechanic	15.77	17.79	18.46
Storesworker II - Garage Building Maintenance Specialist	17.23		17.88
Back hoe Operator	15.77	17.23	17.88
Utilityworker II - Water & Sewer Operator II - Transportation Parksworker II - Pest Control Transit Technician	15.77		16.36



SCHEDULE OF WAGES - (January 1, 1997 - December 31, 1998) continued

Classification	1997	June 10/1997	1998
Utilityworker I - Water & Sewer Automotive Serviceman Operator II - Parks Maintenance Building Maintenance Worker Operator I - Transportation Tandem Driver	15.17		15.74
One Man Packer Operator (Refuse) Storesworker I Signsworker/Operator	15.17		15.74
Driver - Single Axle	14.89		15.45
Parksworker II - Parks Maintenance Labourer - Water & Sewer Operator I-Parks Maintenance/Arena	14.56		15.11
Labourer-Pest Control Operator I - Parks Maintenance Transit Utilityman	14.41		14.95
Operator I-Indoor Arena Labourer-Transportation Labourer-Building Maintenance Labourer-Parks Maintenance Labourer - Transit	14.26		14.79
Casual Labourer	<u>1st 600 hours</u> \$7.00	<u>601 to 1200 hours</u> \$7.50	<u>1201 to 1800 hours</u> \$8.00

1801 and each additional hour will be \$8.50

This rate structure shall become effective January 1, 1997. All hours accrued prior to that date are excluded from the totals.

Apprentice wages to be established in accordance with Motor Mechanic Trade Regulations

ARTICLE 32 - TERM OF AGREEMENT

32.01 The term of the Agreement shall be two years, beginning on January 1, 1997 and ending December 31, 1998 and shall continue from year to year thereafter unless either party gives to the other party notice in writing not less than sixty (60) days, nor more than one hundred & twenty (120) days prior to the expiration date, that it desires its termination or amendment.

- 1) Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 2) If any changes are deemed necessary other than the monetary items during the life of this Agreement, the City and Union's Negotiating Committees shall attempt to negotiate such changes.

32.02 a) Either party desiring to propose changes or amendments to this Agreement shall, between the period of sixty (60) days and one hundred & twenty (120) days prior to the termination date, give notice in writing to the other party.

b) Time limits may be extended where mutually agreed upon.

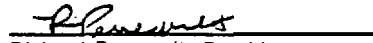
IN WITNESS WHEREOF the parties hereto have thereunder set their signatures.


This 28th day of July A.D., 1997

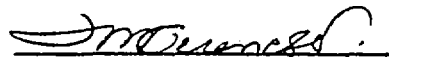
City of St. Albert

Canadian Union of **Public** Employees
Local 941


Mayor Anita Ratchinsky


Richard Perreault, President


Adele Cordell, Manager
Legislative Services


Lorraine Gerencser, Negotiating Committee

July 28/97
Date

July 25/97
Date

Memorandum of Agreement

Between

The City of St. Albert (City)

and

The Canadian Union of Public Employees Local 941 (Union)

Whereas the City and the Union wish to modify the current Collective Agreement to accommodate a modified work schedule, the parties hereby agree to the following change in hours of work.

1. During the growing season, two Operator 11's-Parks Maintenance who operate gang mowers shall work a modified work week consisting of ten hour shifts scheduled one per day on four consecutive work days to complete the required 40 hour work week. Normal shift hours for Operator 11/Parks will be 7:00am - 5:00pm (Monday - Thursday).

The parties further agree that the following contract provisions are modified to facilitate this arrangement, as follows:

- a) Hours worked in the ten hour shift will be paid at straight time rates.
- b) Overtime will be paid at rates prescribed by the Collective Agreement for hours worked in excess of ten hours per day and 40 hours per week.
2. During the period when the arenas are in operation, eight Op. 1 Parks Maintenance/Arena, and two foreman, Parks Maintenance shall work a modified work week consisting of ten hour shifts scheduled one per day on a rotating shift to complete the following during a two week 80 hour shift.
 - a) week one (1) - 30 hour week - Monday - Wednesday - Thursday
week two (2) - 50 hour week - Monday - Tuesday - Friday - Saturday - Sunday
hours of operation are 5:00am - 3:00pm and 3:00pm - 1:00am
 - b) the rotating shift shall be in effect from the start of the 1997⁷ Arena season and end upon expiry of the Agreement December 31, 1996. At such time the normal shift hours in the arena will be:
a
 - c) i) 5:00am - 3:00pm
ii) 3:00pm - 1:00am
Monday through Thursday, and Friday through Monday to complete the required 40 hour work week.

The above shift times may be altered by mutual agreement to ensure efficient operations, or if service requirements dictate.

- d) Shift differential will be paid only for hours worked prior to 7:00am and after 6:00pm.

RP
JK

- e) Two rest periods per shift and a reasonable meal break will be taken as opportunity permits.
- f) Absences, including sick, supplementary sick, special leave and vacation will be charged to accruals at the rate of 1 and 1/4 days per shift absent.
- g) Pay for statutory holidays will be for ten (10) hours for a holiday that is a normal day of work for the employee, and eight (8) hours if not a regular work day. The City may, at its discretion, compensate the employee with time off in lieu.


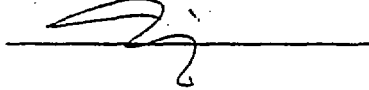
This Memorandum is effective from January 1, 1997 until December 31, 1998. It may be amended or canceled by mutual agreement within the life of the Collective Agreement or upon expiry. A proposal by one or both of the parties to cancel the Agreement requires thirty (30) days notification to the other party.

Agreed:

Agreed:

The City of St. Albert

CUPE Local 941



Feb. 7/97

Feb 7/97

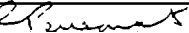
UNION/CITY Proposal

SICK LEAVE:

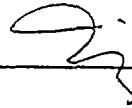
Whereas the Union and the City have mutual interests in reducing the Incidence of sick leave usage and in recognizing those individuals with exemplary attendance records, they hereby agree:

1. To form a committee consisting of CUPE and City representatives to examine means of recognizing CUPE employees with exemplary attendance records.
2. design a recognition program consistent with the spirit of the Long Service and Safe Driving Awards programs.
3. to meet as necessary and complete this project by September 1, 1997.
4. to recommend this program to CUPE Local 941 executive and the City Manager.

CUPE



CITY



Feb. 7 / 97