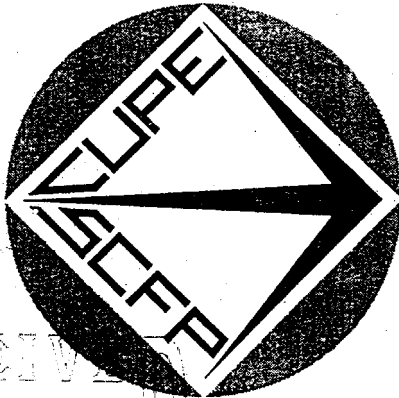


THE CITY OF
St. Albert

**AGREEMENT BETWEEN
THE CITY OF ST. ALBERT**

and

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES**



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DECEMBER 31, 2002

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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, 2001 - December 31, 2002)

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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.
- Step2 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 Human Resource Services. The Division Manager shall render a decision in writing within five (5) days of receipt of the grievance.
- Step3 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 Human Resource **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 Human Resource 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 Human Resource 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 (1/2) 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 Proceedings

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.
- 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 forty (40) hours per seven (7) day work period with at least 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. This time will include overtime hours worked and hours spent on paid leave. Unpaid leave and Statutory Holidays will not be included.

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 reinstated;
 - 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 lay-off 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)
- a) There shall be no requirement to post seasonal vacancies filled by temporary or casual employees.
 - b) Unless otherwise specified in the Collective Agreement, if a seasonal vacancy, required to be filled, becomes available in a department, those employees removed by reason of staff reduction during the previous twelve (12) months from such classification and department shall, if available, be recalled according to their casual seniority date.
 - c) Both the recall of casual employees and the rehire of temporary employees shall be subject to satisfactory performance evaluations.
 - d) The order of recall of casual employees may differ from the procedure outlined in (b) in order to provide for the *operational* requirements of a department.
 - e) Disputes arising from failure to recall, performance evaluations, or recall order shall proceed outside of the grievance procedure with all disputes being referred to the Director of Human Resource Services whose decision shall be final and binding on the parties.
- 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.

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 four (4) hours or more of a shift at a higher position, he shall be paid the rate of pay of the higher classification for all hours worked at the higher classification.
- 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 use all reasonable means to retain the seniority rights for all employees with the new employer.
- 15) Upon completion of two thousand and eighty (2080) hours of satisfactory 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.
- 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.
- 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) Human Resource Services 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 traveling, 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**
- 1) 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 Human Resource Services 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.
 - 2) Leave of absence without pay may not commence until the employee has prepaid all payroll **deductions** applicable during the period of absence. This payment may be made through advance payroll deduction or by certified cheque.
 - 3) When a leave of absence results in a position becoming vacant for greater than three months, the temporary vacancy shall be posted in accordance with Article 6.04 of this agreement.
- 10.05**
- 1) Female members covered under this agreement shall be entitled to **receive** the maternity benefits contained in The City of St. Albert Administrative Policy regarding **Maternity** Leave.
 - 2) All members covered under this agreement shall be entitled to **apply** for Parental Leave in accordance with the City of St. Albert Administrative Policy regarding Parental Leave.
 - 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 or **parental** 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.

10.07 When an employee is on an approved leave of absence, the employer shall pay seventy-five percent (75%), and the employee shall pay twenty-five percent (25%) of the cost of the core benefits during the first month of absence. During the second and subsequent months of an approved leave of absence, the employee shall pay one hundred percent (100%) of the cost of core benefits.

10.08 When an employee is on a leave of absence for an employer-approved training program, the employer shall pay seventy-five percent (75%), and the employee shall pay twenty-five percent (25%) of the cost of the core benefits for the duration of the training program.

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, grandparent, son-in-law, daughter-in-law, brother-in-law, or sister-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.

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 Family Leave

Family Leave with pay of up to one **(1)** day **per** year may be granted to **an** employee to deal **with** family situations that must be carried out during working hours.

11.14 Administration

All special leave is to be applied for in writing to Human Resource Services **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.

11.15 Pyramiding

There **shall** be **no** pyramiding of leave except;

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

11.16 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 A permanent employee is entitled to Statutory holidays when the undermentioned conditions have been met:

- the employee has worked for the City for thirty (30) or more calendar days in the preceding twelve (12) months and;
- the employee works on the statutory holiday when they are required or scheduled to do so and;
- 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 a permanent employee's 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 For non-permanent employees, the City will pay 4.8% holiday pay for all regular hours worked.

12.05 When the statutory holiday is a day that would, but for the statutory holiday, have been a working day for a permanent 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 a permanent employee's 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 a permanent 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 employee's 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 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 if the employee is covered by WCB or an income replacement plan approved by the E.I. Commission.
 - c) injury sustained in any criminal 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.
- 13.10** The fifth instance of sick leave used in each calendar year will be paid at 90% of the employee's regular rate of pay.

The sixth instance of sick leave used in each calendar year will be paid at 80% of the employee's regular rate of pay.

The seventh instance of sick leave used, and all subsequent sick leave used in each calendar year will be paid at 66 2/3% of the employee's regular rate of pay.

Instances of sick leave used do not include pre-approved health-related appointments.

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 payment of ~~two-thirds (2/3)~~ of his daily ~~base~~ salary at the time of ~~illness~~ for each day ~~that~~ he is certifiably **ill**.

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.
- The following three **clauses** are in effect from **January 1, 2001 until December 31, 2001**
- 15.03** An employee who ~~has~~ completed seven (7) years but less than sixteen (16) ~~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 sixteen (16) 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-three (23) 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.
- ME** following three clauses are in effect **beginning January 1, 2002**
- 15.03** An employee who has completed seven (7) years but less than fifteen (15) 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 fifteen (15) 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-two (22) 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 the benefit plan shall be paid for in the proportion of seventy-five percent (75%) by the City and twenty-five percent (25%) by the employee for any of the options chosen except LTDI option 1. 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 The benefit plan presently in effect includes:

- Group Life Insurance
 - Natural Death at 1x, 2x or 3x annual salary
 - Accidental Death and Dismemberment at 2x, 4x or 6x annual salary
- Group Dental Plan
 - Option 1: 100% basic
 - Option 2: 100% basic, and 50% Major, Dentures and Orthodontics
- Extended Health Care
 - Option 1: 75% prescription drugs, 100% all other expenses
 - Option 2: 100% prescription drugs, 100% all other expenses
- Vision Care (optional)
- Alberta Health Care Insurance
- Long Term Disability Insurance
 - Option 1: 66 2/3% coverage, 100% employee paid premium
 - Option 2: 75% coverage, 25% employee/75% employer paid

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 The benefit amounts referred to in 16.02 are subject to the reimbursement schedule provided by the Insurer.

16.04 All permanent employees shall enroll in the Local Authorities Pension Plan.

NOTE The benefit plan will not provide Health Care Expense Account credits. The HCEA will cease to exist once existing HCEA credits expire (December 31, 2002). The effective date for this change will be July 1, 2001.

ARTICLE 17 - HOURS OF WORK

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

17.02 Where operational requirements permit, the regular hourly schedule may be ten (10) hours per day totaling forty (40) hours per seven (7) day work period with three (3) consecutive days off.

This clause shall apply, but is not limited, to Arena, Gang Mowing, Tree Spade, and Public Works Garage ~~operations~~. When ten (10) hour shifts are worked, clauses 17.03, 17.04, and 17.05 shall not apply.

- 17.03** 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.
- 17.04** 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.
- 17.05** 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.
- 17.06** 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.
- 17.07** 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.
- 17.08**
- 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, ~~ie~~: 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 (~~ie~~) eight (8) hours at straight time rates.
- 17.09** 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.
- 17.10** 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.

17.11

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

When overtime is **scheduled** during an employee's **regular shift**, for **hours** in the evening, at night **or** over the weekend, the employee shall be paid for **actual hours worked** at two (2) times the employee's **straight time hourly rate**. Eligible hours shall include **travel time to and from the employee's place of residence**. Overtime in this case shall be calculated to the nearest **one half (1/2) hour**.

18.04

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 practiced 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, sexual orientation, 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 Workplace Harassment and Discrimination as set out in the Workplace Harassment & Discrimination Policy adopted by City Administration.

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 cooperate 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 coordinating 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 Human Resource Services.
- 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 and **twenty five (\$125.00)** 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 dothing for employees required to work in wet **conditions**. In order for the employee to qualify for a **second** issue of this or my other issue of **clothing** he is required to return the first issue and show that it is no longer suitable for wear.
- 22.09** The City shall reimburse the Welder every two years for the purchase of prescription lenses. The reimbursement shall be a maximum of one hundred and **fifty dollars (\$150.00)** upon provision of the original receipt.

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 one dollar (**\$1.00**) 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~~ 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 Employees required to do standby duty shall be paid at the ~~rate~~ of thirteen (\$13.00) dollars per day for week days - Monday through Friday inclusive and forty (\$40.00) 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.

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~~ **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 Human Resource Services. 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, Human Resource Services *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 Human Resource Services 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 Human **Resource** Services' decision.
- 2) A challenge shall consist of Written notification to Human **Resource** 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) days 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.~~

27.11

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) **\$15.00** per month to Automotive Servicemen and Transit Technician payable ~~bi-weekly.~~
- 2) **\$40.00** per month to Apprentice Mechanics, Small Engine Mechanic, Automotive **Mechanics**, Heavy **Duty** Mechanics and Foremen • Garage Shop payable ~~bi-weekly.~~

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. On-going cleaning is the responsibility of the employee.

- 1) Five (5) pair per year:
Journeymen Mechanics, Welder, Foremen-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.
- 9) One (1) pair of winter coveralls every two (2) years for:
Permanent employees performing outdoor rink maintenance.

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

Effective January 1, 2001 there will be a 3.00% increase to hourly rates for all classifications.

Effective January 1, 2002 there will be a 3.00% increase to hourly rates for all classifications.

Effective July 1, 2002 there will be a 0.50% increase to hourly rates for all classifications.

SCHEDULE OF WAGES -

(January 1, 2001 - December 31, 2002)

Classification	Jan. 1, 2001	Jan. 1, 2002	July 1, 2002
Foreman- Garage Shop	24.90	25.65	25.78
Heavy Duty Mechanic	23.15	23.84	23.96
Automotive Mechanic Welder Electrician	22.71	23.39	23.51
Foreman- Tree & Pest Foreman- W & S Certified	22.34	23.01	23.13
Foreman- Water & Sewer	21.57	22.22	22.33
Foreman- Building Maintenance	21.36	22.00	22.11
Foreman- Transportation Foreman- Parks Maintenance	20.82	21.44	21.55
Building Maintenance Carpenter Small Engine Mechanic	20.27	20.88	20.98
Back Hoe Operator Building Maintenance Painter Partsman Signsworker/Operator	19.64	20.23	20.33
Utilityworker II W & S - Certified	18.74	19.30	19.40
Utilityworker II - Water & Sewer Operator II - Transportation Parksworker II - Pest Control Transit Technician Utilityworker I W & S - Certified	17.96	18.50	18.59

SCHEDULE OF WAGES -

(January 1, 2001 - December 31, 2002) continued.....

Classification	Jan. 1, 2001	Jan. 1, 2002	July 1, 2002
Utilityworker I – Water & Sewer Automotive Serviceman Operator – Parks Maintenance Building Maintenance Worker Operator I – Transportation One Man Packer Operator	17.28	17.80	17.89
Labourer – Water & Sewer	16.59	17.09	17.18
Labourer – Pest Control Transit Utilityman	16.41	16.90	16.98
Labourer – Transportation Labourer – Building Maintenance Labourer – Parks Maintenance Labourer – Transit	16.24	16.73	16.81
Casual Labourer III (over 1200 hr)	9.27	9.55	9.60
Casual Labourer II (601 – 1200 hr)	8.76	9.02	9.07
Casual Labourer I (up to 600 hr)	8.24	8.49	8.53

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, 2001 and ending December 31, 2002 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.

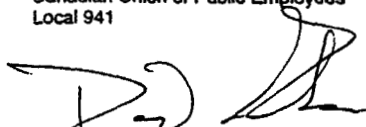
This 13 day of February A.D., 2001

City of St. Albert



Mayor Paul Chalifoux

Canadian Union of Public Employees
Local 941



David Graham, President



Rachel Vincent
Committee Secretary



Oscar Dusza, Negotiating Committee

Feb 13/01

Date

Feb 13/01

Date

Memorandum of Understanding

Between

The City of St. Albert (City)


And

The Canadian Union of Public Employees Local 941 (Union)


The City and the Union hereby agree to form a joint committee that will review and update all job descriptions within the bargaining unit.

The review will ensure that the job descriptions accurately describe the duties and qualifications of each position.


The review shall be completed before September 28, 2001 unless extended by mutual agreement.



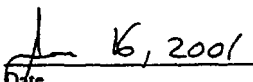
City of St. Albert



CUPE 941



CUPE 941



Date

Memorandum of Understanding

Between

The City of St. Albert (City)


And

The Canadian Union of Public Employees Local 941 (Union)

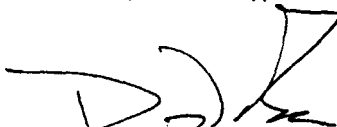
Whereas the Union and the City recognize that the Performance Appraisal process is a useful communication tool between an employee and a supervisor, and provides employees with meaningful information about their work, measures organizational effectiveness, and assists in human resource decisions relating to training and development:

The parties hereby agree that for the duration of the current Collective Agreement

1. The City will evaluate the work-related performance of employees with respect to mutually agreed upon performance objectives and standards.
2. All permanent employees shall have a performance appraisal performed by their immediate supervisor at least once annually. The standard performance period shall be from January 1 to December 31, with the appraisal completed before January 31 of the following year.
3. All non-permanent employees shall have a performance appraisal performed by their immediate supervisor at least once monthly.
4. All performance appraisals shall be discussed with the employee. The employee shall sign the performance appraisal to indicate that they have read it.
5. If an employee should believe that a performance appraisal is unfair, he or she shall have the right to grieve for an amendment to the performance appraisal.



City of St. Albert



CUPE 941

February 13, 2001
Date

Memorandum of Understanding

Between


The City of St. Albert (City)

And

The Canadian Union of Public Employees Local 941 (Union)

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. To design a recognition program consistent with the spirit of the Long Service and Safe Driving Awards programs.
3. To recommend this program to CUPE Local 941 executive and the City Manager.



City of St. Albert



CUPE 941

February 13, 2001
Date

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