

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

and

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 941**



**JANUARY 1, 2009
to
DECEMBER 31, 2010**

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, 2009 - December 31, 2010)

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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.

1.02 For the purposes of this Agreement, wherever the masculine gender is used it refers to both masculine and feminine.

ARTICLE 2 - UNION SECURITY AND RECOGNITION

2.01 The City recognizes the Union as the sole bargaining agent for all employees in classifications covered by this Agreement as outlined in Article 33 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 their designate.
- 2.05** Persons whose jobs are not in the bargaining unit shall (except under emergency 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 re-organize 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 plus the Director of Human Resources and not more than four (4) appointees by the Union local plus one alternate and a representative of the Canadian Union of Public Employees. 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 a settlement.
- 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. Failing all efforts to resolve the issue through the process identified in Article 5.02, 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 Branch Manager, and attempt to resolve the complaint. They may, if they wish, be accompanied by an authorized CUPE representative.

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 an authorized CUPE representative, shall within an additional five (5) days, submit a formal grievance to the Department Director. 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 Department Director shall render a decision in writing within **seven (7)** days of receipt of the grievance.

Step 3 If a satisfactory resolution is not achieved at Step 2, the employee(s) and an authorized CUPE representative shall submit the grievance within seven (7) days to the General Manager of Planning and Engineering, with a copy to Human Resource Services. The General Manager of Planning and Engineering will render a decision within seven (7) days of receiving the grievance.

Step 4

- a) The parties may mutually agree to binding mediation.
 - i. After receipt of the decision from the General Manager of Planning & Engineering, or Designate, under step 3, either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.
 - ii. The Mediator shall be appointed by mutual agreement between the parties. The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute. The Mediator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.
 - iii. The expenses of the Mediator shall be equally borne by both parties.
- b) Failing a satisfactory settlement being reached in Step 3, 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](#) or Manager, or in their absence, their Foreman when it is necessary to conduct an investigation. Shop Stewards shall also obtain permission from the [Supervisor](#) or Manager, or in their absence, the Foreman of the area in which they are conducting their investigation when it is necessary to conduct an investigation. Such permission shall not be unreasonably withheld. The Union will 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.

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 by mutual written consent.

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 be documented in a "Memorandum of Understanding" and shall form part of this collective agreement. Memorandums of Understanding 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. There is a limit of one (1) paid representative unless otherwise agreed to by management. Authorization will not unreasonably be withheld.

5.13 The Union and the Employer can mutually agree in writing to waive steps in the grievance procedure. Dismissal grievances may be started at Step 3.

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.
- 2) **Trial Period** - a probationary period served by a permanent employee during their second or any subsequent appointment to a different position with the City. The trial period will consist of the first ninety (90) calendar days after being initially placed in a position. This period does not include any approved leave in excess of two weeks.
- 3) **Probationary Employee** - is defined as an employee who has been appointed to their first permanent position. Such an employee is required to serve a probationary period of one hundred and eighty (180) consecutive calendar days from the date they were hired into that position. This period does not include any Leave Without Pay.

During the probationary period, employees shall be advised of their progress and shall be entitled to all rights and privileges of this Collective Agreement. Grievances arising out of terminations for just cause shall be processed up to and including Step 3 of the Grievance procedure.
- 4) **Casual/Seasonal Labourer** - is defined as a person employed on a temporary basis. Such an employee is on probation for the duration of their employment.
- 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 employees 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.
- 7) **Term Employee** – is defined as a non-permanent employee occupying a permanent position which is temporarily vacant due to

educational, medical, parental or maternity leave. Term employees will be paid at the permanent rate for the position they occupy and will be eligible for benefits after six months with the exception of pension and Long Term Disability. Term employees will accrue vacation and sick leave and will continue to be paid 4.8% holiday pay. Permanent employees accepting a term assignment will not have their benefits, pension or leave provisions affected.

- 8) **Promotion** – is defined as when an employee applies for and is successful in moving to a higher classified position than their current classification.

6.02 Seniority

- 1) An employee shall not accrue seniority until becoming a permanent employee. Service during the probationary 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 permanent 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 and in the Transit Garage in March of each year.
- 3) An employee shall not lose seniority rights if they are absent from work because of sickness, accident, or leave of absence approved by the City. An employee shall only lose their seniority in the event:
 - a) They are discharged for just cause and are not re-instated;
 - b) They resign;
 - c) They fail 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 their current address;
 - d) They are laid off for a period longer than one (1) year.

6.03 Layoffs

- 1) A layoff is defined as a reduction in the permanent 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.
- 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.

The above paragraph shall not be interpreted to mean that casual employees have any seniority.
 - 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) Permanent 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) Promotions to positions with Foreman or Lead Hand responsibilities will be based on skills and abilities as determined by management, from only those employees who have at least three years of seniority. Seniority will only be used as a factor to distinguish between applicants who are deemed relatively equal

Employees serving a probationary period may apply on promotions but not on lateral or demotion positions, unless mutually agreed by the City and the union. All other promotions and staff changes will be based on seniority from among the applicants who meet the minimal qualifications of the job posting.

- 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. The City reserves the right to include in such competitions, former employees of the bargaining unit local who have left employment within the prior six month period.
- 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.

Where there are no permanent employees applying on a vacancy and there are no casual applicants with more than 450 hours of service with the City, the City may include external applicants in the competition.

- 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.
 - 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 they shall serve a minimum of ninety (90) calendar days on probation in the new position or the remainder of their 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.

- 6) 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.
- 7) A casual employee who is successful on a competition for a position that has been vacated by a permanent employee who is subsequently serving a trial period, shall receive the rate of pay for the permanent position but will not become a permanent employee until the trial period has been successfully completed.

As such, while a casual employee, they will not be eligible for the additional employment benefits associated with permanent status. When the employee becomes permanent, their seniority date will be the date on which they were appointed to the position on a casual basis awaiting the trial period's successful completion.

- 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 sixty (60) 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. The City will also advise other affected employees of the extension.
- 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, they 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 years of satisfactory full time continuous employment, a casual employee shall become a permanent employee. Continuous employment shall exclude time spent on approved leaves of absence from work. Any other break in service will constitute a break in continuous employment.
- 16) A Casual Labourer shall be paid according to the schedule prescribed for this classification in [Article 33](#) Classification and Wages only.
- 17) Any person hired as a Casual Labourer shall not be [terminated](#) for the specific purpose of denying him/her permanent status.

ARTICLE 7 - DISMISSAL AND SUSPENSION

- 7.01** The City will not dismiss or discipline any employee without just cause. An employee may not be dismissed without the approval of the City Manager.
- 7.02** Should any discharged or suspended employee feel that their dismissal or suspension is unjust, they may appeal such action through the grievance procedure.
- 7.03**
- 1) Access to an employee's file shall be provided to the employee or their authorized representative upon reasonable written request once a year or in the event of a grievance. Access will be provided in the presence of a representative of the employer and, if the employee is not present, their representative must have written authorization from the employee. At these times the employee, or their authorized representative, 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 they 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 their designate.
- 7.04** An employee is entitled to have their Steward present when being disciplined. Where [the employer](#) intends to discipline an employee, the [employer](#) will notify the employee in advance of the purpose of the meeting in order that

the employee may request their Steward be present. For purposes of this clause, discipline means a written reprimand or penalty more severe.

7.05 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 their service with the City.

7.06 An employee's 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 from the employee, and
- b) all 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.

ARTICLE 8 - RESIGNATION

8.01 An employee is required to provide the employer with two (2) weeks prior written notice if they wish to resign in good standing. Should the employee request the withdrawal of their resignation within five (5) working 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 they 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 they received in the position they 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** The City shall grant leave without pay in order for union members to attend union meetings which are scheduled during their regular working hours. The City shall grant leave with pay to union executive members to attend union meetings which are scheduled during their regular working hours. The City may grant a reasonable amount of leave with pay to union members to attend union meetings regarding elections or ratification of a collective agreement, subject to operational requirements.
- 10.02** 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.
- 10.03** 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.
- 10.04** 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 their normal earnings and the payment they 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.
- 10.05**
- 1) The City may grant leave of absence without pay to any employee requesting such leave for good and sufficient cause; such request to be in writing to their **Supervisor** or Manager 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. Absences of more than thirty (30) consecutive days will not be considered in the calculations of an employee's seniority except in the cases of leave without pay for management approved educational activities, maternity or parental reasons.
 - 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.

- 4) Notwithstanding the above, when a permanent Labourer position other than **Utilities** becomes vacant as a result of the leave of absence without pay, the vacancy created will not be posted.
- 10.06**
- 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 medical information has been provided 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.
- 10.07**
- 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 to a full-time position or to the St. Albert City Council, shall terminate their employment with the City.
 - 3) 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.
 - 4) 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 their term of office.
- 10.08** When an employee is on an approved leave of absence, the employer shall pay eighty percent (80%), and the employee shall pay twenty percent (20%) of the cost of the benefits for the first two pay periods after the leave commences. During the second and subsequent months of an approved leave of absence, the employee shall pay one hundred percent (100%) of the cost of benefits.
- 10.09** When an employee is on a leave of absence for an employer-approved training program, the employer shall pay eighty percent (80%), and the employee shall pay twenty percent (20%) of the cost of the benefits for the duration of the training program.

ARTICLE 11 - SPECIAL LEAVE

11.01 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.

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 critical illness in the family may be granted to a maximum of three (3) 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, grandchild, 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 an employee's immediate family dies, for the purpose of the funeral, the employee 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 Executor Leave

If the employee is an executor, the employee is entitled up to a maximum of two (2) days of paid leave, if required, to satisfy all legal requirements. This leave may be taken in full or partial days.

11.05 Marriage

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

11.06 Birth of a Child

A permanent employee shall be granted special leave with pay of four (4) calendar days on the occasion of the birth of their child. A permanent employee shall be granted special leave with pay of two (2) calendar days on

the occasion of the adoption of their child. The special leave must be the days including or immediately following the birth or adoption.

11.07 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.

11.08 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 their 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.

11.09 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 employee 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 their 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.

11.10 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 their 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.

11.11 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 their application to become a Canadian Citizen.

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 [Supervisor](#) or Manager on the leave 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 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 following 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, or is on approved leave, 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 observed during a period of approved vacation leave, a permanent employee shall not be required to apply for vacation leave for that day.
- 12.08** When a statutory holiday is a day that is observed during a period of approved general illness, a permanent employee shall not be required to apply for general sick leave for that day.
- 12.09** When a statutory holiday is a day that is not normally a working day for a permanent employee, the employee shall be granted one day off in lieu of the statutory holiday. The lieu day will normally be the next regularly scheduled working day but where that is not operationally feasible the [Supervisor](#) or Manager will schedule the lieu day to be taken within a three week time period. The lieu day will be the same number of hours as the employee's regular work day.

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 shall be cumulative from year to year to a maximum of one hundred and twenty (120) working days. Sick leave is not an entitlement and can only be used when an employee is legitimately ill or injured and the employee is not able to perform their normal duties or the duties of any modified work that is available.
- 13.02** Employees who abuse or submit a false claim for sick leave may be dismissed immediately for such action.
- 13.03** An employee may be required to produce medical information from a qualified medical practitioner for any illness or injury certifying that such employee is unable to carry out their normal duties or any modified work that is available, due to illness or injury. The City of St. Albert will be responsible for the costs of medical forms that it requires to be provided related to sick leave benefits.
- 13.04** 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. Employees must make personal contact with their [immediate supervisor](#) within a reasonable amount of time. Exceptions to this rule may be made under extenuating circumstances.

- 13.05** 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.
- 13.06** The employer shall advise each employee on request of the amount of sick leave accrued.
- 13.07** 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 their 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.
- 13.08** An employee may be disqualified from receiving benefits under this Article if they refuse to accept work, including modified work, which in the opinion of the physician, they are capable of performing. Employees performing modified work will be entitled to their regular base rate of pay. If a more permanent accommodation is required, the Union and the City will negotiate an appropriate rate of pay for the duties being performed.

ARTICLE 14 - SHORT TERM DISABILITY

- 14.01** In the event that a permanent employee becomes ill and their 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 their daily base salary at the time of illness for each day that they are legitimately ill or injured and are not able to perform their normal duties or the duties of any modified work that is available.

ARTICLE 15 - VACATION LEAVE

15.01 For non-permanent employees, the City shall pay 4.0% vacation pay for all regular hours worked. A permanent employee terminating their service with the City during their first year of employment shall be paid vacation pay equal to the value of the vacation leave which they have accrued.

15.02 For the purposes of the following articles, continuous service shall be calculated from the seniority date for employees hired prior to January 1, 2005 and shall be calculated from the most recent date of hire for employees who have continuous full-time casual service immediately prior to their permanency date if they become permanent after January 1, 2005. Continuous service includes time spent on approved paid leave including vacation leave, sick leave, special leave and use of banked time.

15.03 Permanent employees shall accrue vacation leave according to the following schedule:

Length of Service	Annual Vacation Accrual
Completed less than 7 years	15 days per year
Completed 7 or more but less than 14 years	20 days per year
Completed 14 or more but less than 21 years	25 days per year
Completed 21 or more years	30 days per year

The vacation leave shall accrue each pay period on a pro-rated basis.

15.04 A vacation schedule shall be posted by March 1 of each year and vacation requests shall be submitted by April 30 of each year. Seniority shall prevail in determination of dates at which vacation will be received.

15.05 In Transit, no more than one Technician may take vacation at the same time. Also no more than one non-Technician may take vacation at the same time. The most senior employee in each group will have first choice of two weeks vacation, then the next most senior employee will have first choice of two weeks vacation from the remaining period, and so on until each employee has chosen their first two weeks of vacation. Once each employee has chosen their first two weeks of vacation, the remainder will be offered in order of seniority and this vacation schedule will be completed by April 30th. After that date additional vacation requests will be considered and granted on a first-come , first-serve basis and a second person in either group may be granted vacation at the discretion of the Manager dependant on work load and operational requirements.

15.06 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.

15.07 Taking of vacation leave is subject to the approval of the [Supervisor](#) or Manager.

- 15.08** If an employee becomes hospitalized, as defined by room and board in a hospital, or requires emergency surgery 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 their 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.
- 15.09** If there is a death in the employee's immediate family during a period of vacation, the employee shall be granted special leave in accordance with Article 11.03 and vacation leave credits will be restored to the extent of the special leave granted.
- 15.10** At least one week of an employee's annual vacation leave shall be taken as a block of one week in order to provide each employee with a period for rest and relaxation.

ARTICLE 16 - GROUP BENEFITS

- 16.01** Permanent employees' participation in the group benefits 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 eighty percent (80%) by the City and twenty percent (20%) 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, 20% employee/80% 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.
- 16.05** Retired employees, under the age of 70, are allowed to retain their Extended Health, Vision and Dental benefits through the City's benefit carrier provided the retiree pays 100% of the premium.

ARTICLE 17 - HOURS OF WORK

- 17.01** The regular hourly work schedule shall be either:
- a) eight (8) hours per day totaling forty (40) hours per seven (7) day work period with two (2) consecutive days off, or
 - b) 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. When ten (10) hour shifts are worked, clause 17.02 shall not apply.
- 17.02** A day shift would be considered a shift when 50% or more of the regularly scheduled hours are between 8:00 am – 5:00 p.m. with a ½ hour unpaid lunch. All other shifts will be considered non-day shifts and will include a ½ hour paid lunch.
- 17.03** Notwithstanding the above, the commencement and completion times of all shifts may be altered by mutual agreement of the City and the Union. When shift commencement times are altered, the shift shall include a one-half hour unpaid lunch break. In a situation of organizational necessity to alter shift hours, the Union shall not unreasonably withhold agreement.
- 17.04** 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.
- 17.05**
- 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.

17.08 An employee shall not be absent from work without the prior authorization of their **immediate** supervisor or shall be subject to discipline.

17.09 An employee who is unable to report for duty shall **make personal contact with an immediate** supervisor of the reasons within the time limits established below:

- 1) At least two (2) hours prior to the commencement of a shift, or
- 2) As soon as it is reasonably practical to do so.

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

17.10 An employee who absents himself from their 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 their position and will be deemed to have resigned unless it is subsequently shown by the employee that special circumstances prevented him from reporting to their place of work.

ARTICLE 18 - OVERTIME

18.01 Time worked by an employee in excess of their regular shift as described in Article 17.01 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 emergency 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, before January 1st, by arrangement with the employer, establish an overtime bank to a maximum of forty (40) hours from January 1 to the end of the 24th pay period. The employee may exercise their option to be paid out for the number of actual overtime hours worked at their current rate at the end of the overtime

bank period and at one other time during the year at their discretion. This bank will enable an employee to have time available on forty-eight (48) hours notice on a mutually agreed basis to their immediate supervisor for their own requirements.

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

18.05 Employees working eight (8) hours or more of overtime shall be entitled to a one-half (1/2) hour paid lunch break which must be taken during the shift.

ARTICLE 19 - REST PERIODS

19.01 All employees covered by this Agreement shall be permitted a fifteen (15) minute paid 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, up-grading promotion, transfer, layoff, discipline, discharge, or otherwise by reason of age, race, creed, color, place of origin, ancestry, political or religious affiliation or lack of it, gender, physical or mental disability, marital status, sexual orientation, family status, source of income, nor by reason of their membership or activity in a labour organization.

20.02 Members covered under this agreement shall be provided the same consideration for Workplace Violence, Harassment and Discrimination as set out in the Workplace Violence, 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** Both the City and the Union agree that health and safety in the workplace is paramount and must be considered prior to any work being performed. The City and the Union agree that, as a minimum, all Occupational Health and Safety and WCB legislation must be adhered to at all times and that all employees are responsible for safe work practices.
- 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** Employees are required to report any unsafe conditions to their Foreman or, in the Foreman's absence, to their [Supervisor](#) or Manager. If the unsafe condition is not corrected, then the employee should bring the matter to the attention of the Union and the Health and Safety Coordinator.
- 22.04** An employee, upon successful completion of their probationary period and upon acceptance by the [Supervisor](#) /Manager that safety footwear purchased by the employee meets the necessary standard [as described in the Occupational Health and Safety Code](#), 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. [Replacement boots will be reimbursed as required due to wear and tear.](#)
- Employees classified as Asphalt Workers, Utility Workers, [Concrete Workers](#) and workers who perform duties in extreme conditions, upon successful completion of their probationary period and upon acceptance by the [Supervisor](#) /Manager that safety footwear purchased by the employee meets the necessary standard, shall be reimbursed by the City an amount equal to one hundred percent (100%) to a maximum of one hundred twenty-five dollars (\$125.00) of the cost of the regular safety work boots.
- 22.05** The City will require [all](#) employees to undertake courses in first aid treatment and the City will compensate the employee for the time and costs incurred in completing an approved course in First Aid.
- 22.06** 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 they are required to return the first issue and show that it is no longer suitable for wear.
- 22.07** 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, or permanent employee on probation, prevented from performing their regular work with the City on account of an occupational accident that occurs in the course of their 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 their last rate of pay until the Workers' Compensation Board certifies they are able to return to work or until they are granted a permanent pension by the Workers' Compensation Board, whichever may be sooner. In order for an employee to continue receiving their regular pay, they shall assign their compensation monies over to the City.

ARTICLE 24 - SHIFT DIFFERENTIAL

24.01 A shift differential of **one dollar and twenty-five cents (\$1.25)** per hour shall be paid for the shift hours worked outside the 7:00 a.m. to 6:00 p.m. limit. Where the major portion of the shift falls outside the above hours, employees shall be paid shift differential for the full shift. Permanent employees, or casual employees working forty hours per week, 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. 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 Employees required to do standby duty shall be paid at the rate of fifteen (\$15.00) dollars per day for week days - Monday through Friday inclusive and forty-five (\$45.00) 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.

Effective December 28, 2009, employees required to do standby duty shall be paid at the rate of **twenty (\$20.00)** dollars per day for week days - Monday through **Thursday** inclusive and **fifty (\$50.00)** dollars per day for weekends (**Friday, Saturday and Sunday**) 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 33 of this Agreement. On each payday each employee shall be provided with an itemized statement of their wages and deductions.

ARTICLE 27 - CLASSIFICATION PROGRAM

27.01 In the event that the City creates a new classification 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.

27.02 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 3. The arbitrator will have the power to add a new rate of pay to the collective agreement if they deem it necessary.

27.03 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."

27.04 Review Procedure

An employee who considers that the duties or responsibilities of their position have been changed significantly since the last evaluation review may request a review of the allocation of their position.

27.05 Affect on Wages

1) The wage rate of any employee shall not be reduced when their 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.

27.06 Dual Trade Certification

Employees who have Journeyman certification in more than one trade listed in the schedule of wages may request to be classified at the higher paid classification of the Journeyman rates for which they are qualified. The City will not deny reasonable requests for reclassification in these circumstances.

Should a request for reclassification be approved, the employee shall be required to work in either trade depending on operational requirements.

Where the City deems that two distinct compulsory trade certifications are operationally advantageous, the City will post the position with dual trade certification as a preferred qualification. An employee meeting the dual certification for such a posted position will be paid a \$1.00 per hour premium on their wage rate. The City reserves the right to determine which positions meet this requirement.

ARTICLE 28 - TOOL ALLOWANCE

28.01 The City shall provide a tool allowance as follows:

- 1) \$17.00 per month to Automotive Servicemen and Transit Technician payable bi-weekly.
- 2) \$45.00 per month to Apprentice Technicians, Outdoor Power Equipment Technician, Automotive Technicians, Heavy Duty Technicians and Foremen - Garage Shop payable bi-weekly.

Effective January 1, 2010, the City shall provide a tool allowance as follows:

- 1) \$20.00 per month to Automotive Servicemen and Transit Technician payable bi-weekly.
- 2) \$50.00 per month to Apprentice Technicians, Outdoor Power Equipment Technician, Automotive Technicians, Heavy Duty Technicians and Foremen - Garage Shop payable bi-weekly.

ARTICLE 29 - COVERALLS

29.01 The City shall purchase and supply to employees summer and winter coveralls as required. 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. Replacement coveralls will be issued on the authorization of the Foreman or Supervisor.

ARTICLE 30 – CERTIFICATION REQUIREMENTS

30.01 The hourly rate of Utility Operators will be determined by their level of certification as recognized by Alberta Environment as follows:

Step 1	Utility Operator I	Level I Water Distribution & Level I Wastewater Collection
Step 2	Utility Operator II	One year experience at Step 1
Step 3	Utility Operator III	Level II Water Distribution & Level II Wastewater Collection
Step 4	Utility Operator IV	One year experience at Step 3
Step 5	Utility Operator V	Level III Water Distribution & Level III Wastewater Collection
Step 6	Utility Operator VI	One year experience at Step 5
Step 7	Utility Operator VII	Level IV Water Distribution and Level IV Wastewater Collection

30.02 Management reserves the right to staff Utility Operators at any step based on the needs of the organization. In doing so, the City will adhere to articles 6.04 (2) and 6.04 (3) of the collective agreement.

30.03 The hourly rate of Building Maintenance Workers will be determined by their level of certification and will be applied to all hours worked. The Building Operator position will require certification and will be assigned maintenance responsibility for a building.

Building Maintenance Worker	No Certification
Building Maintenance Worker – Certified	Power Engineer Certificate-Level 5
Building Operator	Power Engineer Certificate-Level 5 and is assigned maintenance responsibility for a building

30.04 The hourly rate of Arena Operators will be determined by their level of certification for all hours worked in the Arena.

Arena Operator	No Certification
Arena Operator Certified I	Level 1 AARFP Certification
Arena Operator Certified II	Level 2 AARFP Certification

ARTICLE 31 – RETURNING RETIREE RATE OF PAY

31.01 Retired employees returning to work on a casual basis shall receive a minimum base rate of pay equal to the rate of pay for permanent Labourer. Retired employees working on a casual basis who are asked to perform work of a higher classification for four (4) hours or more of a shift, will be paid the rate of pay for the higher classification for all hours worked at the higher classification, as long as they have the appropriate licenses and certification. Retired employees will not be assigned work at a higher classification if it would be to the detriment of a permanent employee's training or development opportunities.

ARTICLE 32 – SERVICE PAY

Effective January 1, 2010, employees will be paid a service pay of:

- \$5.00 per month after 10 years of continuous service
- \$10.00 per month after 15 years of continuous service
- \$15.00 per month after 20 years of continuous service
- \$20.00 per month after 25 years of continuous service
- \$25.00 per month after 30 years of continuous service
- \$30.00 per month after 35 years of continuous service

ARTICLE 33 - CLASSIFICATION AND WAGES

Effective January 1, 2009 there will be a 4.5% increase to hourly rates for all classifications.

Effective December 28, 2009 there will be a 3.1% increase to hourly rates for all classifications.

SCHEDULE OF WAGES - (January 1, 2009 - December 28, 2009)

Classification	January 1, 2009
Foreman – Garage Shop	35.75
Foreman – Building Maintenance Certified	
Foreman – Utilities Level IV Certified	34.54
Maintenance Planner	34.16
Foreman - Utilities Level III Certified	33.27
Heavy Duty Technician	32.56
Electrician	
HVAC Technician	
Automotive Technician	31.97
Welder	
Plumber	
Utility Operator VII	30.88
Foreman – Tree & Pest	30.37
Carpenter	
Foreman Stores	30.03
Foreman – Utilities	29.32
Utility Operator VI	
Foreman – Building Maintenance	29.02
Outdoor Power Equipment Technician	28.51
Painter	
Foreman – Transportation	28.29
Foreman – Parks Maintenance	
Utility Operator V	27.88

Partsman	27.63
Back Hoe Operator	26.69
Signswoker/Operator	
Building Operator	
Utility Operator IV	25.48
Grader Operator	
Seasonal Parks/Transportation Lead Hand	
Utility Operator III	24.95
Utility Operator II	24.41
Utilityworker II – Utilities	
Parkswoker II – Pest Control	
Transit Serviceman	
Arborist	
Building Maintenance Worker - Certified	
Arena Operator- Certified II	
Arena Operator- Certified I	23.95
Utility Operator I	23.49
Automotive Serviceman	
Operations Operator	
Building Maintenance Worker	
Refuse Operator	
Arena Operator	
Labourer – Utilities	22.56
Transit Utilityman	22.29
Labourer - Operations	19.44
Labourer – Building Maintenance	
Labourer – Garage	
Casual Labourer IV (1,801 or more hours)	14.95
Casual Labourer III (1,201 to 1,800 hours)	14.26
Casual Labourer II (601 to 1,200 hours)	13.56
Casual Labourer I (up to 600 hours)	12.85
Unlicensed Casual IV	14.04
Unlicensed Casual III	13.48
Unlicensed Casual II	12.92
Unlicensed Casual I	12.35

Apprentice wages to be established in accordance with the applicable Apprenticeship Trade.

SCHEDULE OF WAGES - (December 28, 2009 - Dec 31, 2010)

Classification	December 28, 2009
Foreman – Garage Shop	36.86
Foreman – Building Maintenance Certified	
Foreman – Utilities Level IV Certified	35.61
Maintenance Planner	35.22
Foreman - Utilities Level III Certified	34.30
Heavy Duty Technician	33.57
Electrician	
HVAC Technician	
Automotive Technician	32.96
Welder	
Plumber	
Utility Operator VII	31.84
Foreman – Tree & Pest	31.31
Carpenter	
Foreman Stores	30.96
Outdoor Power Equipment Technician	
Foreman – Utilities	30.23
Utility Operator VI	
Foreman – Building Maintenance	29.92
Painter	29.39
Foreman – Transportation	29.17
Foreman – Parks Maintenance	
Utility Operator V	28.74
Partsman	28.49

Back Hoe Operator	27.52
Signswoker/Operator	
Building Operator	
Utility Operator IV	26.27
Grader Operator	
Seasonal Parks/Transportation Lead Hand	
Utility Operator III	25.72
Utility Operator II	25.17
Utilityworker II – Utilities	
Parkswoker II – Pest Control	
Transit Serviceman	
Arborist	
Building Maintenance Worker - Certified	
Arena Operator- Certified II	
Arena Operator- Certified I	24.69
Utility Operator I	24.22
Automotive Serviceman	
Operations Operator	
Building Maintenance Worker	
Refuse Operator	
Arena Operator	
Labourer – Utilities	23.26
Transit Utilityman	22.98
Labourer - Operations	20.04
Labourer – Building Maintenance	
Labourer – Garage	
Casual Labourer IV (1,801 or more hours)	15.41
Casual Labourer III (1,201 to 1,800 hours)	14.70
Casual Labourer II (601 to 1,200 hours)	13.98
Casual Labourer I (up to 600 hours)	13.25
Unlicensed Casual IV	14.48
Unlicensed Casual III	13.90
Unlicensed Casual II	13.32
Unlicensed Casual I	12.73

Apprentice wages to be established in accordance with the applicable Apprenticeship Trade.

ARTICLE 34 - TERM OF AGREEMENT

34.01 The term of the Agreement shall be two years, beginning on January 1, 2009 and ending December 31, 2010 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 to propose changes, amendments or its termination.

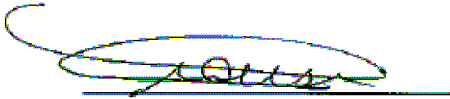
- 1) Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 2) If any changes are deemed necessary other than the monetary items during the life of this Agreement, the City and Union's Negotiating Committees shall attempt to negotiate such changes.
- (3) This Collective Agreement shall continue in force and effect until a new Collective Agreement had been executed.
- (4) 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) Time limits may be extended where mutually agreed upon.

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

This 27 day of March A.D., 2009

City of St. Albert

**Canadian Union of Public Employees
Local 941**



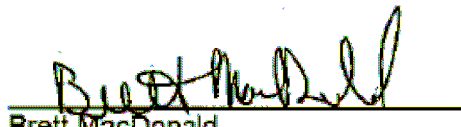
Nolan Crouse
Mayor



David Graham
President, CUPE 941



Doug Cairns
Director of Human Resources



Brett MacDonald
CUPE 941

March 27, 2009
Date

Mar 27 / 09
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF ST. ALBERT (CITY)

AND

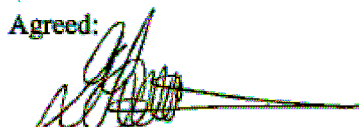
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 941 (UNION)

The City and the Union agree that absences due to personal or work related illness or injury have a negative impact on all employees. The City and the Union commit to promoting a safe work environment and also to promoting healthy lifestyles to ensure regular attendance.


The Union also supports the City's initiative in developing a comprehensive program to manage attendance in the workplace. This program will identify steps of awareness between the City and employees to assist employees in achieving regular attendance. The program will also identify the steps to be followed in cases of frequent and excessive absenteeism, always in consideration of disabilities which may require accommodation.

The City will also agree to reviewing the feasibility of an attendance recognition program within the same time frames of implementing the attendance management program.

Agreed:



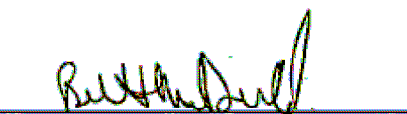
City of St. Albert



Union

Feb 6, 2009

Date



Union

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF ST. ALBERT (CITY)


AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 941 (UNION)

Re: Casual Labourer Rates of Pay

The economy in Alberta has placed a heavy demand on Casual Labourers. If required, the City and the Union agree to open the current collective agreement Article 2 Clause 2.1 (and any other articles that may apply) for the purpose of negotiating a wage increase for casual labourers.

Agreed:



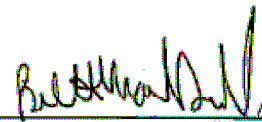
City of St. Albert



Union

Feb. 6, 2009

Date



Union

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF ST. ALBERT (CITY)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 941 (UNION)

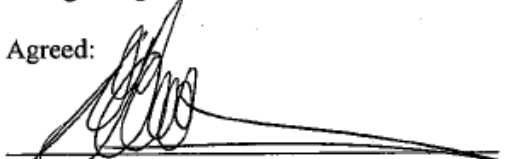
Whereas the Union and the City recognize that the Performance Appraisal process is a useful communication tool between an employee and a supervisor, and provides employees with meaningful information about their work, measures organizational effectiveness, and assists in human resource decisions relating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

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

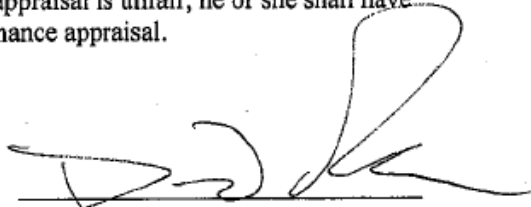
1. The City will evaluate the work-related performance of employees with respect to mutually agreed upon performance objectives and standards.
2. All permanent employees shall have a performance appraisal performed by their immediate supervisor at least once annually. The standard performance period 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 twice per season.
4. All performance appraisals shall be discussed with the employee. The employee shall sign the performance appraisal to indicate that they have read it.

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.

Agreed:



City of St. Albert



Union

Mar 31 2009
Date

Bettmaddal
Union

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF ST. ALBERT (CITY)


AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 941 (UNION)

Whereas the City and the Union wish to clarify the rate of pay for employees returning after a break in service, the following schedule has been adopted:

1. When a permanent employee resigns and then returns to a Casual Labourer position with less than a one year break in service, they shall be classified as a Casual Labourer IV,
2. When a permanent employee resigns and then returns to a Casual Labourer position with more than a one year break in service but less than a two year break in service, they shall be classified as a Casual Labourer III,
3. When a permanent employee resigns and then returns to a Casual Labourer position with more than a two year break in service but less than a three year break in service, they shall be classified as a Casual Labourer II,
4. When a permanent employee resigns and then returns with more than a three year break in service, they shall be classified as a Casual Labourer I, and
5. When a casual employee has more than a one year break in service, they shall drop one level for each full year missed.

Agreed:



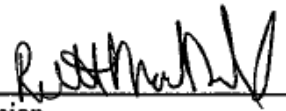
City of St. Albert



Union

Feb 6, 2009

Date



Union

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF ST. ALBERT (CITY)

AND

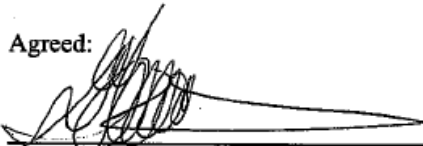
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 941 (UNION)

Re: Casual Coop Students – Rate of Pay


The City of St. Albert requires casual workers to supplement the permanent workforce and would like to attract post secondary students who participate in educational programs which are beneficial and related to our industry. Often these programs have a cooperative component where students are required to find employment in their field of study in order to complete their education. One such program is the Water & Wastewater Technician Program, which places students with employers for a 4 month period. Coop students bring a higher level of knowledge than candidates who have no training in the area and are potential candidates for future employment. However, it is difficult to attract these students without compensating them for the additional education.

The City and the Union agree to create a new pay rate of \$17.00 per hour for Casual Coop Students who have Water & Wastewater Technician post secondary education and will be hired on a term basis. This arrangement will be in effect for the duration of the current collective agreement.

Agreed:



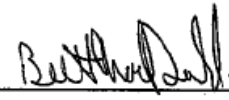
City of St. Albert



Union

Feb 6, 2009

Date



Union

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF ST. ALBERT (CITY)

AND


CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 941 (UNION)

Whereas the City is staffing the Servus Credit Union Place and requires some flexibility in scheduling to accommodate the operations needs of the centre.


The City and the Union agree to the following:

1. This Memorandum of Understanding will apply only to employees classified as Arena Operators, and who are assigned to work in the Servus Credit Union Place, and
2. In order to meet the operational needs of Servus Credit Union Place, employees may be required to work four shifts of ten hours each in a seven day work period with three days off, of which at least two days off will be consecutive, and
3. This Memorandum of Understanding will remain in effect for the duration of the existing Collective Agreement and a long term agreement regarding the scheduling of shifts in Servus Credit Union Place will be negotiated through the collective bargaining process.
4. During the term of this Contract the hours of work for employees working in Servus Credit Union Place will be set by joint discussion and mutual agreement, having regard for the operational necessities of the facility.

Agreed



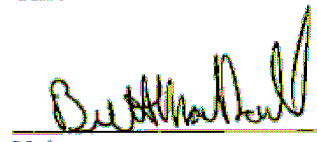
City of St. Albert



Union

Feb 11, 2009

Date



Union

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF ST. ALBERT (CITY)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 941 (UNION)

Re: Building Maintenance

The City has created a new job description for a Building Operator that would be responsible for the maintenance of a City buildings, primarily but not limited to St. Albert Place (City Hall) and would be required to have Level 5 Power Engineering certification. The City has provided copies of the new Job Description to the Union.

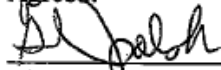
The City and the Union agree that:

- the wage for the Building Operator position shall be \$25.54 per hour for the 2008 calendar year and will be negotiated thereafter through the collective bargaining process,
- the FTE for this position will be obtained by de-activating the Painter position.
- since no CUPE members currently meet the educational requirements, the successful applicant will be given time to obtain the certification
- A qualified employee (with Level 5 certification) working as a Building Operator in an acting role in the designated building will be paid at the Building Operator rate of pay.

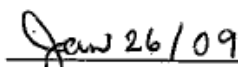
The City and the Union also agree that:

- A job description of Building Maintenance Worker - Certified will be created by adding the educational requirement of a Level 5 Power Engineering certificate to the Building Maintenance Worker job description
- the wage for a Building Maintenance Worker – Certified will be \$23.36 per hour for the 2008 calendar year and will be negotiated thereafter through the collective bargaining process,
- any of the Building Maintenance Workers who obtain the Level 5 Power Engineering certification will be reclassified and paid at the certified rate of pay

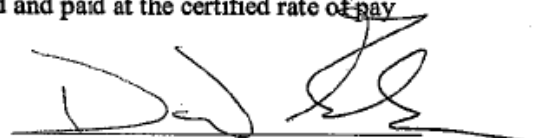
Agreed:




City of St. Albert



Date



Union



Union

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF ST. ALBERT (CITY)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 941 (UNION)

Re: Apprentices

In order to ensure the on-going commitment of the City and the Union to the placing of apprentices in the shops where training apprentices is possible, the City will maintain a minimum of one apprentice per shop provided a vacant journeyman position exists. When multiple vacancies arise in the shops, discussion between the City and the Union shall take place to determine if the filling of these vacancies will be with apprentices.

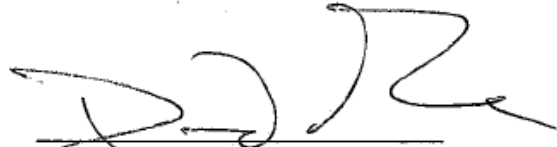
Apprentices will continue to be paid by the City at their current rate of pay while attending apprenticeship training. However, the employee will agree to apply for Employment Insurance and agree to enter into an agreement whereby the Employment Insurance payments are provided back to the City.

Promotions to Apprenticeship positions will be based on skills and abilities as determined by management. Seniority will only be used as a factor to distinguish between applicants who are deemed relatively equal.

Agreed:



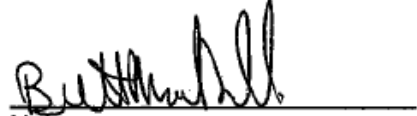
City of St. Albert



Union

March 3, 2009

Date



Union

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF ST. ALBERT (CITY)

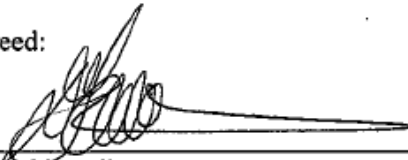
AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 941 (UNION)


Re: Review of Benefits

The City and the Union agree that the Union will participate in the review of benefits during 2009.

Agreed:




City of St. Albert



Union

March 3, 2009

Date



Union

Letter of Understanding

Between

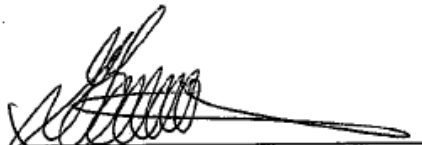
The City of St. Albert (City)

And

The Canadian Union of Public Employees Local 941 (Union)

Whereas the Union and the City agree that the use of vacation and sick time are fundamentally different and should not automatically be used interchangeably. Vacation and banked time are entitlements to be used at the employee's discretion with approval from management in consideration of operational requirements. Sick leave is an insurance provided by the City to cover unforeseen illnesses.


1. When an employee has insufficient vacation leave accrued to cover a request for vacation leave, the leave can be converted to banked time or leave without pay. The use of vacation or banked time leave should be approved in advance in accordance with Article 15.
2. When an employee has insufficient sick leave accrued to cover a request for sick leave, the leave may be converted to leave without pay. It will not be converted to vacation or banked time automatically. Rather, access to vacation pay or banked time will occur only in extenuating circumstances.



City of St. Albert

CUPE 941

March 16, 2009
Date



CUPE 941