AGREEMENT BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 941

CUPE Canadian Union of Public Employees

- and -

THE CITY OF ST. ALBERT

St. Albert

JANUARY 1, 2022 to DECEMBER 31, 2025

This copy contains LOU 2023-02 added April 28, 2023
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AGREEMENT BETWEEN:

THE CORPORATION OF THE CITY OF ST. ALBERT

St. Albert, Alberta

hereinafter called "The City"

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 941

St. Albert, Alberta

hereinafter called "The Union"

(January 1, 2022 - December 31, 2025)

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is:

1) to promote and maintain an harmonious, co-operative and understanding relationship between the employer, the Union, and its members;

2) to provide an amicable method of settling differences or grievances which may arise with respect to matters covered by this Agreement;

3) to enhance the services provided to the citizens served by The City of St. Albert;

4) 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 described in Alberta Labour Relations Board Certificate No. 434-92. 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 as a percentage of **all** regular hour worked, **including any paid time as a result of utilization of vacation banks, overtime time banks, sick leave banks, special leave credit. Union dues shall be deducted on a biweekly basis from all employees covered by this agreement** 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 five (5) appointees by the City and not more than five (5) appointees by the Union local 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. Members of the Union Bargaining Committee who are City employees will be compensated for attendance at negotiation meetings at their regular base rate of pay.

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.

3) A grievance is a written statement of the particulars of the complaint, citing clauses that are relative to it, if applicable, and the remedy sought.

5.02 Informal Process

The City and the Union recognize the desirability of resolving differences through joint consultation and discussion. Such discussion shall occur within ten (10) days of the incident giving rise to the dispute, except where conditions justify an exemption. Both parties 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 themselves to be aggrieved shall bring the matter to the attention of their respective Manager. Within ten (10) working days of no satisfactory resolve in the informal process, a grievance shall be submitted in writing and shall include the participation of an authorized representative of the Union. The Manager shall respond in writing within ten (10) working days, from receipt of the grievance.

Step 2 If a satisfactory resolution is not achieved at Step 1, the Union, shall within ten (10) working days, submit the grievance to the Department Director with a copy to Human Resource Services. The Department Director shall render a decision in writing within ten (10) working days of receipt of the grievance.

Step 3 After receipt of a decision at Step 2 either party may request that a Mediator meet with the parties, such appointment shall only occur when mutually agreed. The purpose of the Mediator's involvement is to assist the parties in reaching a resolution of the dispute and shall be non-binding where no resolution is reached. The expenses of the Mediator shall be equally borne by both parties.

Step 4 Failing a satisfactory settlement being reached in Step 3,either party, on giving ten (10) working days notice in writing may refer the dispute to arbitration. A copy of the written notice to refer the dispute to arbitration shall be forwarded to the opposite party.

5.04 Investigation of Grievances

The Employer recognizes the right of the Union Representatives 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. Union Representatives shall obtain the permission of their Supervisor or Manager, or in their absence, their Team Lead when it is necessary to conduct an investigation. Union Representatives shall also obtain permission from the Supervisor or Manager, or in their absence, the Team Lead 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 Arbitration

1) When either party requests that a grievance be submitted to arbitration, the request shall be made to the other party of the Agreement in writing. The correspondence will include the name of its nominee on an Arbitration Board. Within ten (10) working days thereafter, the other party shall answer in writing indicating the name and address of its appointee to the Arbitration Board. The two appointees shall then meet to select an impartial Chair-person. Not withstanding the above, and through mutual agreement, the parties may elect to have a single arbitrator.

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 or single arbitrator within fifteen (15) working days of their appointment, either party may request that the Minister of Labour make an appointment.

3) Procedure

The Board or single arbitrator shall determine procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board, or single arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures.

4) Decision of the Board or Single Arbitrator

Where a board of arbitration is employed, 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 or single arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board or single arbitrator 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 decision, either party may apply to the arbitrator or the arbitration panel to reconvene to clarify the decision, which it shall do within five (5) working days.

6) Arbitration Expenses

Each party shall pay:

a) the fees and expenses of their nominee, if a Board is used;

b) one-half (1/2) of the fees and expenses of the Chair-person or single arbitrator.

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 griever 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. Grievances involving an employee's dismissal may be started at Step 2.

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) A Non- Permanent Employee - is defined as any employee who does not meet the definition of a Permanent Employee.

3) 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 **either** the first **one hundred and twenty (120) calendar days for a permanent Team Lead, permanent Lead Hand and permanent Operations Liaison Lead hand position or** ninety (90) calendar days**, for all other positions**, after being initially placed in a position. This period does not include any approved leave in excess of two weeks.

4) 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.

5) 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.

6) Full Time - is defined as forty (40) hours per seven (7) day work period with at least two (2) consecutive days off.

7) Continuous Employment - is defined as the period of paid time between an employee's current hire date up to the date of their resignation or termination. This time will include overtime hours worked and hours spent on paid leave. Unpaid leave and Statutory Holidays will not be included.

8) 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. If their assignment is expected to be greater than

six (6) months they will be eligible for benefits with the exception of pension and Long-Term Disability, on the 1st of the month following their start date. Term employees will accrue vacation and sick leave and will continue to be paid the average daily wage calculated as five percent (5%) of the employee's wages, general holiday pay and vacation pay earned in the four (4) weeks immediately preceding the general holiday. Permanent employees accepting a term assignment will not have their benefits, pension or leave provisions affected.

9) 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 in the bargaining unit. 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 **or retire;**

   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:

   a) 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) The rehire of casual/seasonal labourers shall be subject to satisfactory performance evaluations and provide for the operational requirements of a department.

b) Disputes arising from failure to rehire, performance evaluations, or rehire 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 by seniority 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) a) Promotions to positions with Team Lead, Lead Hand, and Operations Liaison 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.

b) i) **When a leadership position becomes temporarily vacant for a period of greater than 3 months, the City will post the position and selection will be based in accordance with Article 6.04 1a).**

ii) **When a leadership position becomes temporarily vacant for a period less than 3 months or when the length of the vacancy is undetermined (i.e. a medical absence where the return date is uncertain and may not exceed 3 months), the City reserves the right to appoint an employee to fill the position without competition. The selection of the employee would be based on skills and ability including related qualifications, functional experience, leadership experience as well as consideration of crew seniority and operational requirements. This appointment will be done with discussion and input from the Team Leads, however the City reserves the right for the final decision.**

iii) **In recognition that this is a training opportunity for a leadership position and in interest of fairness, the City will attempt, where practical, to use the opportunity to train more than one employee.**

c) Promotions to apprenticeship positions will be based on skills and abilities as determined by management from all permanent employees in the

bargaining unit. Seniority will only be used as a factor to distinguish between applicants who are deemed relatively equal.

d) All other promotions and staff changes will be based on seniority from among the applicants who meet the minimal qualifications of the job posting.

e) 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.

f) When a position becomes vacant, the City shall post notice of such vacancy within a reasonable time period on the bulletin board at the Public Works and Transit Garage sites for a period of seven (7) working days in order that employees of the City shall have the opportunity of applying for such positions. If requested by the Union, the City will provide an update on the status of a vacant position that has not yet been posted. 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. Upon mutual agreement, the City and the Union may waive the posting requirement.

2) After the posting is awarded, the successful applicant shall be moved to the new position within a reasonable period of time.

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, or the casual applicants have substandard performance as determined and documented by management (i.e. appraisals, calendars, discipline letters, etc.) 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 **on a permanent Team Lead, permanent Lead Hand and permanent Operations Liaison Lead hand position** shall be placed on a trial period of **one hundred and twenty (120)** calendar days.

b) **For all other positions, the** successful applicant shall be placed on a trail 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);

c) 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. Implementation of the reversions to previous positions will be based on operational needs and will be completed in a reasonable timeframe.

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. However, the employee will be eligible for benefits in accordance with the benefit plans and continue to receive benefits as long as they remain in the permanent position.

When the employee becomes permanent, their seniority date will be the date on which they were appointed to the permanent 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 permanent posted positions.

12) Upon management approval, when a permanent employee works a minimum of one hour or more of a shift at a higher classification, they shall be paid the higher rate of pay for each hour 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.

6.05 Out of Scope Assignments

When the City fills a non-union Supervisory role on a term assignment for greater than three (3) months to approximately one year or until the position is filled on a permanent basis, the term assignment may be filled by a Union member with the following conditions:

1) At the completion of the assignment, the candidate will revert to their permanent position.

2) The candidate will continue to accrue seniority.

3) The candidate will continue to pay union dues on their new wage.

4) The candidate will be expected to coach employees. However, discipline of Union members, if necessary, will be conducted by other management positions and will not be directly conducted by the acting Supervisor.

5) The vacancy created by the Union member moving into an acting supervisory role shall be filled in accordance with Article 10.06 3) & 4).

ARTICLE 7 - DISCIPLINE AND DISMISSAL

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 **Chief Administrative Officer or designate.**

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 Union Representative upon written request. 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 Union 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 and the Union shall be given a copy of the reprimand, and the employee may seek the advice or assistance of the Union. The employer will provide to the Union upon written request all written reprimand letters on file. If the employee receives a series of reprimands which appear to be leading to the suspension or termination of that employee, the employer shall notify 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 and the Union Executive in advance of the purpose of the meeting in order that the employee may request their Steward be present. An employee may request union representation at investigation meetings that are likely to lead to the application of discipline. 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:

1) Human Resource Services is provided with a written request to do so from the employee, and

2) All disciplinary actions and reprimands after twenty-four (24) consecutive months, if no further disciplinary action or reprimand has occurred during the twenty-four (24) consecutive months. **This period will be extended by the length of any absence, that exceeds thirty (30) cumulative days, except for vacation leave, special leave, bank time or approved WCB claims.**

ARTICLE 8 - RESIGNATION

8.01 1) An employee is required to provide the employer with two (2) weeks prior written notice **for their resignation to be considered in good standing.**

2) Should the employee request the withdrawal of their **written** resignation within five (5) working days of giving it, the employer **may** accept the withdrawal **and** the employee's seniority will not be affected.

8.02 **BREAKS IN SERVICE**

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.**

ARTICLE 9 - TRAINING PROGRAM

9.01 The City shall maintain internal competency assurance programs 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 training that is consistent with the criteria requirements that exist in the relevant competency assurance program. After which they will be deemed competent or shall be granted an additional session of training. An employee completing two sessions of training shall then be deemed 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.

9.06 All significant changes to the competency assurance programs will be discussed with the Union prior to implementation.

9.07 A training premium of $3.00 per hour will be provided to certified trainers who provide training courses, which have been authorized by the Department Director. These trainers would have obtained a recognized certification to provide this training and will conduct a test or evaluation to assess the participants.

9.08 An employee that has resigned their employment or is terminated with cause will be ineligible to continue to participate in any training opportunities.

An employee that has resigned their employment will be ineligible for training wages or reimbursements. Any costs the employee has incurred following their resignation will not be reimbursed by the City as a result of their decision to resign. Any cost the City has incurred that is non-refundable by the vendor will be deducted from the employee's final pay.

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 The City shall consider on a case-by-case basis, the granting of a request for leave of absence without pay to an employee who is offered a temporary full-time assignment with the Canadian Union of Public Employees. During such leave of absence the employee shall retain their original seniority rights with no decrease in status. An employee on such leave shall be entitled to all provisions of the City benefit and pension plans and the City will invoice CUPE for their cost of wages and benefits. Leave may be granted for a period of one (1) year. Such leave may be extended on request during the leave.

10.04 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 sixty (60) working days in any one calendar year. Such leave shall not be unreasonably denied.

10.05 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.

10.06 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 or as required by Employment Standards of Alberta.

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. Employees, other than temporary Lead Hands and temporary Team Leads, who are currently in a temporary assignment, will not be permitted to apply on another temporary posting.

10.07 1) **Employees** covered under this agreement shall be entitled to receive maternity **and/or parental benefits** as **defined** in The City of St. Albert Administrative Policies regarding Maternity **and Parental** Leave.

2) 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.

3) The employee shall continue to accrue seniority while on maternity leave or parental leave.

10.08 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 or Indigenous Chief, Band or Indigenous Executive Council 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.

10.09 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.

10.10 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. Employees who are on a leave of absence (except apprenticeship training) are not eligible to accrue or use vacation, sick or special leave.

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 Critical 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 the employees, or their spouse; parent, sibling, child, grandparent, grandchild, and/or spouse of the child. Also, upon written application, other relatives or guardians in special circumstances (e.g. an aunt or uncle that raised the employee or a step-relative that grew up with 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. **Critical Illness or Injury means an illness or accident that is immediately life threatening to an eligible family member. For the purposes of establishing Critical Illness, the family member is incapacitated and must remain in hospital or home supported.** 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 Family Medical Leave

An employee may be granted no more than a total of sixteen (16) hours per year if the employee requires time off during working hours to take short term care of a sick family member, (members of the household) or to transport family (members of the household) to and from medical appointments as necessary.

11.04 Death of a Member of the Family

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) working days and may in addition, depending on distance and transit time, be granted up to three (3) working 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 with the addition of brother-in-law, sister-in-law, spouse's grandparents and a step relative that grew up with the employee.

11.05 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.

11.06 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.

11.07 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 four (4) 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. This does not apply to the birthing mother.

11.08 Urgent Domestic Contingency

At the City's discretion, special leave with pay to a maximum of three (3) days may be granted if required in an urgent and unforeseen circumstance in order to enable an employee to attend to family business arising from a serious domestic contingency or difficulty related to their residence such as, but not limited to, the burning of an employee's residence. "Family" is to be interpreted for the purposes of section 11.08 as limited to a member of the employee's household.

11.09 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.

11.10 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.

11.11 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.

11.12 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 and to write the test to become a Canadian Citizen.

11.13 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.

11.14 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.

11.15 The final decision in matters of disagreement and/or interpretation of this policy will be that of the Director of Human Resources.

ARTICLE 12 - STATUTORY HOLIDAYS

12.01 The following days will be observed as Statutory Holidays:

1. New Years Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. Heritage Day
8. Labour Day
9. Thanksgiving Day
10. Remembrance Day
11. Christmas Day
12. Boxing Day
13. **National Day for Truth and Reconciliation**

12.02 A permanent employee is entitled to Statutory holidays immediately upon hire when the following conditions have been met:

1) the employee works on the statutory holiday when they are required or scheduled to do so and;

2) the employee works, or is on approved paid 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 average daily wage calculated as five percent (5%) of the employee's wages, general holiday pay and vacation pay earned in the four (4) weeks immediately preceding the general holiday

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. **W**here that is not operationally feasible the lieu day **will** be taken within a **twelve (12)** week time period**, to be scheduled by the employee with the approval of their Supervisor;**

such permission shall not be unreasonably withheld. The lieu day will be the same number of hours as the employee's regularly scheduled work day. **Employees who work on a scheduled lieu day will be paid in accordance with Article 18.**

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 subject to discipline up to and including termination.

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. **For non-occupational medical claims, the Employer shall follow process as outline in the City's Administrative Policy regarding Abilities Management and Sick Leave.**

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:

1) intentionally self inflicted injury

2) 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.

3) 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.

13.09 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.

13.10

1) **The request to attend a medical appointment during work hours is subject to approval by an employee's Supervisor/Manager or where a Supervisor or Manager is not available, a Designate. Approval to attend a medical appointment will be based on the location and nature of the request and will not automatically result in a two hour leave from work. An employee making a request for time away from work for medical appointments is expected to be reasonable with their request for time away, factoring travel time to and from the appointment destination, in addition to the appointment itself. In accordance, an employee may be asked to obtain written confirmation of attendance at an appointment, as requested by the City as per article 13.03 of the Collective Agreement. All efforts shall be made to schedule medical appointments on the employee's days off, or outside of their scheduled working hours.**

2) **Approved absences for medical appointments of two (2) hours or less will not result in a reduction of sick leave accruals for full-time employees.**

3) **Medical appointments of more that two (2) hours, will result in a reduction of sick leave accruals.**

4) **Any requests for time away for medical appointments shall be made in advance, providing the City no less than 24 hours notice before the scheduled or waiting list appointment, exceptions can be made under extraordinary circumstances and is documented via the proper leave application process.**

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 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.

15.06 Taking of vacation leave is subject to the approval of the Supervisor or Manager.

15.07 If an employee becomes hospitalized, (means being admitted to the hospital) or requires unscheduled surgery during a vacation leave and meets the conditions in Article 13, they shall be granted sick leave for the period of hospitalization and any required period of recovery during which they are unable to attend work and perform their regular duties or any modified work. Their corresponding 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 originally scheduled.

15.08 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 11.04 and vacation leave credits will be restored to the extent of the special leave granted.

15.09 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.

15.10 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.

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 for those employees grandfathered into 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
  - 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. It is the responsibility of the retiree to set up an individual plan directly with the benefit carrier.

ARTICLE 17 - HOURS OF WORK

17.01 The regular hourly work schedule shall be either:

1) Eight (8) hours per day totaling forty (40) hours per seven (7) day work period with two (2) consecutive days off, or

2) 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.

3) In order to meet the operational needs of the recreational facilities, employees assigned to recreation facilities (Servus place, Jarome Iginla/Kinex Arena, Larry Olexiuk Field) may be required to work:

a) **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, or**

b) **eight shifts of ten hours in a 14 day pay period with at least one three-day weekend off and no more than four consecutive shifts in each fourteen day pay period. These employees are still considered full time employees.**

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 or a minimum of three (3) hours at the minimum wage rate pursuant to the Alberta Employment Standards Code, which ever is greater.

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.

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

17.07 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.

17.08 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 non-permanent 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.

17.09 The City agrees to consider employee driven requests for variable work schedules in the following manner:

a) Approval of the variable schedule remains at the sole discretion of the Supervisor or their designate.

b) An Employee who wishes to schedule their hours of work outside their regular working hours shall initiate such request in writing to their immediate supervisor or designate, with a copy to the Union. The proposed schedule will include hours of work, including lunch breaks, and shall not exceed the regular hours of work per pay period.

c) Each request for a variable work schedule shall not exceed a period of twelve (12) months

d) The daily hours of work on the proposed schedule may not exceed ten (10) hours.

e) The proposed schedule shall not result in increased cost to the Employer with respect to shift differential or overtime premiums

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 employee's straight time hourly rate. Overtime calculations shall be based on an employee's 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 employee's 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. Overtime in this case shall be calculated to the nearest one half (1/2) hour.

18.04 1) Permanent employees may choose to be paid overtime or deposit it to the overtime bank for each instance of overtime by indicating their preference on their time sheet. A permanent employee may accrue an overtime bank to a

maximum of eighty (80) hours from January 1 to the end of the 24th pay period. The employee shall be paid out for the number of actual overtime hours in their bank at their current rate on the 25th pay period and may exercise their option for a payment 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. If a permanent employee wishes to utilize banked overtime in December, they shall submit a leave request to their supervisor on or before the 24th pay period.

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 Team Lead 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 Team Lead, these aforementioned fifteen (15) minute rest periods will be considered as not being in effect for the duration of the emergency or contingency.

ARTICLE 20 - DISCRIMINATION, HARASSMENT, BULLYING AND VIOLENCE

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, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation, political affiliation or lack of it, nor by reason of their membership or activity in a labour organization.

20.02 The City and the Union agree that all workers are entitled to and responsible for ensuring a workplace free from discrimination, harassment, bullying and violence in accordance with Alberta Occupational Health & Safety legislation. The City and the Union shall work to eliminate discrimination, harassment, bullying and violence in the workplace.

20.03 Complaints related to workplace discrimination, harassment, bullying and violence shall be dealt with in accordance with the City of St. Albert Respectful Workplace Policy (A-HRS-02.03).

Employees shall have the right to have the Union present during the investigation process.

The Employer will provide the complainant and the respondent with a formal letter including a summary of the findings and the result of the investigation.

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 **transferred, leased, assigned or conveyed , in whole or in part, to any other person, company** 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 coordinating 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 Team Lead or, in the Team Lead'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 one hundred (100%) percent to a maximum of one hundred and fifty ($150.00) dollars of the cost of the regular safety work boots. Replacement boots will be reimbursed as required due to wear and tear.

A non-permanent employee who is required to purchase safety footwear as a condition of employment can submit their original receipt for the purchase to their Supervisor/Manager. Once they have completed three (3) months of employment they will receive reimbursement. Non-permanent employees will be reimbursed at fifty (50%) percent to a maximum of one hundred and fifty ($150.00) dollars.

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 and fifty dollars ($150.00) of the cost of the regular safety work boots.

22.05 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.

22.06 The City agrees to reimburse the cost of prescription safety glasses for technical staff that are required to work in the designated eye protection areas of the Public Works and Transit garages. The specific positions which qualify for this reimbursement will be determined by management and are based on the hazard assessment of the specific job duties. Reimbursement will be up to $250 for a full set of prescription safety glasses every 5 years and $160 for replacement prescription lenses every 2 years. It is understood that this is a unique situation which is limited to the garage staff based on hazard assessments that require a constant requirement in a designated area.

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 5.1% of the Operations Operator's hourly rate of pay 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.

24.02 A night shift differential of 8% of the Operations Operator's hourly rate will be paid for the shift hours worked between 11:00 p.m. and 7:00 a.m. Where the major portion of the shift falls within the above hours, employees will be paid the night shift differential for the full shift.

24.03 A shift differential is not paid for hours worked at overtime rates. An employee will only be eligible for one shift differential per hour worked.

ARTICLE 25 - STANDBY PAY

25.01 For the purpose of determining an employee's standby pay entitlement:

1) day shall be defined as any consecutive 24 hour period.

2) 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 1 times the Operations Labourer's hourly rate of pay per day for Monday through Thursday inclusive and 2.5 times the Operations Labourer's hourly rate of pay per day for Friday, Saturday and Sunday and 3 times the Operations Labourer's hourly rate for the observed Statutory Holidays. When a Statutory Holiday falls on a Saturday or Sunday, the declared day in lieu shall be paid at 3 times the Labourer's rate and the actual Statutory Holiday shall be paid at 2.5 times the Labourer's rate.

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. When an employee is called out, the call out will include travel time to and from the employee's place of residence to a maximum of 30 minutes of total travel time.

25.03 The standby personnel will be required to rectify the call-out problem where possible.

25.04 Employees who are required to work an emergency utility dig-up in -25C (-13F) or lower temperatures shall be paid an allowance of fifty (50) cents per hour in addition to their hourly rate. The allowance shall be paid for each hour the employees are required to perform the work.

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.

26.02

i) Where an employee has been inadvertently overpaid, wrongfully paid, the City shall advise the employee of the recoverable amount and repayment options. Employees will be contacted to discuss repayment options, which will be made in a lump sum, or in a repayment plan in accordance with the mutually agreed repayment option, not to exceed one year, from enacted. These repayments can be deducted from the employee's payroll and/or last paycheck.

ii) There is a limitation period for overpayments or wrongfully paid, and the City will adhere to this as per Alberta Employment Standards.

iii) Employees will advise the employer as soon as possible when they notice an overpayment or erroneous payment.

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.

27.07 In the event the City modifies a job description they shall supply a copy to the Union of the previous and modified job descriptions prior to posting for a vacancy under the modified job description.

ARTICLE 28 - TOOL ALLOWANCE

28.01 The City shall provide a tool allowance as follows:

1) $20.00 per month to Automotive Service Worker and Transit Service Worker payable bi-weekly.

2) $50.00 per month to Apprentice Technicians, Outdoor Power Equipment Technician, Automotive Technicians, Heavy Duty Technicians, Maintenance Planner – Lead Hand and Team Lead - Garage Shop payable bi-weekly.

28.02 The City will provide total loss insurance for all technician tools under the City's insurance policy. Coverage is on a total loss basis only and only for items recorded on the tool list. Tool lists and the values should be signed by the employee and supervisor, and submitted to Risk and Insurance semi-annually (June and December). Tool lists should be updated as employees are hired or leave the organization or when significant purchases are made.

ARTICLE 29 - COVERALLS/JACKETS

29.01 The City shall purchase and supply to employees summer coveralls and either winter coveralls or winter jackets as required. At the City's discretion the coveralls or jackets 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 or jackets will be issued on the authorization of the Team Lead 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 I A	One year experience at Step 1
Step 3	Utility Operator II	Level II Water Distribution & Level II Wastewater Collection
Step 4	Utility Operator II A	One year experience at Step 3
Step 5	Utility Operator III WD Utility Operator III WWC	Level III Water Distribution or Level III Wastewater Collection
Step 6	Utility Operator III	Level III Water Distribution and Level III Wastewater Collection
Step 7	Utility Operator IV WD Utility Operator IV WWC	Level IV Water Distribution or Level IV Wastewater Collection

Step 8	Utility Operator IV	Level IV Water Distribution and Level IV Wastewater Collection

If the Backhoe Operator has achieved Level III Water Distribution or Level III Wastewater Collection or greater, the rate of pay shall be at the Utility Operator Step reflecting their certification level.

* In circumstances where management has chosen to hire an internal uncertified applicant they would receive the Utility Labourer rate of pay until they obtain full certification and would be a required to obtain the full certification within a reasonable timeframe. In determining the successful candidate, seniority will only be used as a factor to distinguish between internal applicants who are deemed by management to be relatively equal based on skills and abilities.

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 **(1) (f)** and 6.04 **(2)** of the collective agreement. **If there are no qualified internal applicant as per article 6.04 (3), the employer agrees to discuss other options with the Union prior to posting the position externally.**

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

Facility Services Worker	No Certification
Facility Services Worker	Certified Power Engineer Certificate-Level 5
Facility Services 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

30.05 The Hourly rate of Traffic Signal Technicians will be determined by their level of certification for all hours worked.

Traffic Signal Technician I	Signs & Road-markings Level 1 & Traffic Signals Level 1
Traffic Signal Technician II	Signs & Road-markings Level 2 & Traffic Signals Level 2

30.06 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 **vehicle maintenance shop (Jack Kraft and Liggett Place)** 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.

While attending school, the City will provide the employee with salary continuance at the employee's current rate of pay by providing a top-up supplement to the Employment Insurance (E.I.) benefits. The employee must provide Human Resources with documentation from Employment Insurance to verify any waiting periods and the amount of E.I. benefits received. The City will then calculate the difference and process the top-up payment. Employees should anticipate a gap in payment until E.I. documentation is processed.

While attending school, the City will provide vacation accrual continuance to apprentices during apprenticeship training after January 1, 2009. However, apprentices will not be eligible to withdraw any vacation time nor accrue or withdraw sick leave or any other special leave while attending training.

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

a) **Effective January 1, 2022 there will be a 0% increase to hourly rates for all classifications.**

b) **Effective January 1, 2023 there will be a 1% increase to hourly rates for all classifications.**

c) **Effective January 1, 2024 there will be a 1.5% increase to hourly rates for all classifications.**

d) **Effective January 1, 2025 there will be a 2% increase to hourly rates for all classifications**

SCHEDULE OF WAGES

Classification	01-Jan-2022	01-Jan-2023	01-Jan-2024	01-Jan-2025
Team Lead - Garage Shop Team Lead - Building Maintenance Certified	$47.15	$47.62	$48.33	$49.30
Team Lead - Utilities Level IV Certified	$45.55	$46.01	$46.70	$47.63
Maintenance Planner - Lead Hand	$45.05	$45.50	$46.18	$47.10
Electrician HVAC Technician	$44.82	$45.27	$45.95	$46.87
Team Lead - Utilities Level III Certified	$43.87	$44.31	$44.97	$45.87
Heavy Duty Technician	$43.57	$44.01	$44.67	$45.56
Welder	$42.78	$43.21	$43.86	$44.74
Automotive Technician Plumber	$42.17	$42.59	$43.23	$44.09
Utility Operator IV	$40.71	$41.12	$41.74	$42.57
Team Lead - Tree & Pest Carpenter	$40.06	$40.46	$41.07	$41.89
Utility Operator IV WD or WWC	$39.70	$40.10	$40.70	$41.51
Team Lead - Stores Outdoor Power Equipment Technician	$39.61	$40.01	$40.61	$41.42
Team Lead - Utilities Team Lead - Traffic Operations Utility Operator III	$38.67	$39.06	$39.65	$40.44

Classification	01-Jan-2022	01-Jan-2023	01-Jan-2024	01-Jan-2025
Team Lead - Building Maintenance Team Lead - Operations Team Lead - Waste Programs Operations	$38.50	$38.89	$39.47	$40.26
Painter	$37.60	$37.98	$38.55	$39.32
Utility Operator III WD or WWC	$36.77	$37.14	$37.70	$38.45
Parts Technician Traffic Signal Technician II	$36.45	$36.81	$37.36	$38.11
Back Hoe Operator Traffic Signal Technician I Building Operator	$35.23	$35.58	$36.11	$36.83
Utility Operator II A Grader Operator Seasonal Operations - Lead Hand	$33.59	$33.93	$34.44	$35.13
Utility Operator II	$32.90	$33.23	$33.73	$34.40
Operations Liaison - Lead Hand	$32.56	$32.89	$33.38	$34.05
Utility Operator I A Utility worker II - Utilities Parks worker II - Pest Control Transit Service Worker Arborist Building Maintenance Worker - Certified Arena Operator - Certified II Hydrovac Operator (Combo Truck) Automotive Service Worker	$32.21	$32.53	$33.02	$33.68

Classification	01-Jan-2022	01-Jan-2023	01-Jan-2024	01-Jan-2025
Arena Operator - Certified I	$31.59	$31.91	$32.39	$33.04
Senior Transit Utility Worker – Lead Hand	**$31.59**	**$31.91**	**$32.39**	**$33.04**
Utility Operator I Operations Operator Building Maintenance Worker Solid Waste Operator Arena Operator	$30.97	$31.28	$31.75	$32.39
Labourer - Utilities	$29.74	$30.04	$30.49	$31.10
Transit Utility Worker Garage Service Person	$29.38	$29.67	$30.12	$30.72
Labourer - Operations Labourer - Building Maintenance Labourer - Garage	$25.65	$25.91	$26.30	$26.83
Co-op Students	$21.01	$21.22	$21.54	$21.97
Casual Labourer IV (1,801 or more hours)	$19.72	$19.92	$20.22	$20.62
Casual Labourer III (1,201 to 1,800 hours)	$18.80	$18.99	$19.27	$19.66
Casual Labourer II (601 to 1,200 hours)	$17.88	$18.06	$18.33	$18.70
Casual Labourer I (up to 600 hours)	$16.96	$17.13	$17.39	$17.74
Unlicensed Casual IV	$18.52	$18.71	$18.99	$19.37
Unlicensed Casual III	$17.78	$17.96	$18.23	$18.59
Unlicensed Casual II	$17.05	$17.22	$17.48	$17.83
Unlicensed Casual I	$16.31	$16.47	$16.72	$17.05

ARTICLE 34 - TERM OF AGREEMENT

34.01 The term of the Agreement shall be for **four** years, beginning on January 1, **2022** and ending December 31, **2025** 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.

6) Wage increases on regular pay, overtime payments, and statutory holiday pay in the new agreement shall be adjusted retroactively to the first day of the first pay period after the effective date of the new agreement, for all active employees.

7) All permanent past employees, who were employed between the expiration date of the previous agreement and the date of the signing of this agreement, shall be entitled to any retroactive adjustment for all hours worked.

IN WITNESS WHEREOF the parties hereto have thereunder set their signatures as of the dates noted below.

CITY OF ST. ALBERT

[redacted]

4 April 2023

Date

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 941

4 April 2023

Date

MOU 2011-04

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF ST. ALBERT (CITY)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 941 (UNION)

Re: Performance Plan and Review Process

Whereas the Union and the City recognize that **a** Performance **Plan and Review** 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 **plan and** review performed by their immediate supervisor at least once annually. The standard performance period shall be from January 1 to December 31, with the review completed before January 31 of the following year.
3. All non-permanent employees shall have a performance reviews performed by their immediate supervisor at least twice per season.
4. All performance reviews shall be discussed with the employee. The employee shall sign the performance reviews to indicate that they have read it.
5. The employer will provide regular education and support for Team Leads to ensure consistent application of standards for review.
6. If an employee should believe that a performance reviews is unfair, they shall have the right to grieve for an amendment to the performance review.

CITY OF ST. ALBERT

[redacted]

4 April 2023

Date

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 941

[redacted]

4 April 2023

Date

LOU 2023-01

Letter of Understanding
(LOU)

Between:
The City of St. Albert (the "City")

and

Canadian Union of Public Employees Local 941
(the "Union")

(Collectively, the "Parties")

Re: Wage Differential

THE PARTIES HEREBY AGREE AS FOLLOWS:

Whereas the parties have been mutually working towards ratifying a new collective agreement, should the parties ratify the September 19, 2022, terms, the following would come into effect:

The parties agree to review the cost-of-living increases jointly, as data becomes available, on the following Municipal Collective Agreements:

- Strathcona County (AUPE Local 118)
- The City of Edmonton (CUPE Local 30)
- City of Spruce Grove (Operating Engineers Local 955)

In the event that the average total annual cost-of-living increases of the above agreements is greater than the total 4-year term cost-of-living increases defined in the ratified collective agreement between CUPE 941 and the City, the City agrees to provide the difference in a cost -of- living increase effective December 31, 2025, to all active employees on December 31, 2025.

Example

	St. Albert	Strathcona	Edmonton	Spruce
2022	0%	1%	1%	1.75%
2023	1%	1%	2%	1%
2024	1.5%	1.5%	1%	1.25%
2025	2%	1%	1%	1%
Total	4.5%	4.5%	5%	5%

Average = 4.5% (Strathcona) +5% (Edmonton) +5% (Spruce) / 3 = 4.83%

Top up = 4.83% - 4.5% = a 0.33% increase effective December 31, 2025.

If all required data is not available until after December 31, 2025, the parties agree that as soon as the data becomes available and should there be increases due to the wage

differential it would be applied on regular wages (excludes overtime and other premiums) retroactive to December 31, 2025.

In the event that average increase is lesser or equal to the City's total increase over 4 years then no cost-of-living adjustment shall be applied.

Any disagreement arising out of this LOU related to the wage increases shall be subject to the grievance procedure as per Article 5 of the Collective Agreement.

This LOU shall expire with the Collective Agreement. We, the undersigned, who have the authority to bind the City and the Union, understand the above and agree to be bound by these terms and conditions. Agreed this _6_ day of _January_ 2023.

(electronic signature will be accepted)

CITY OF ST. ALBERT	CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 941
[redacted]	
4 April 2023	4 April 2023
Date	Date

LOU 2023-02

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF ST. ALBERT
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 941

Re: Building Maintenance Worker and Building Operator Classification Title Amendment

WHERE AS the parties agreed to amend the classification title of the Building Maintenance Worker to Facility Services Worker and the Building Operator to Facility Services Operator during bargaining on March 1, 2022;

WHERE AS during the Collective Agreement review process, the agreed amendments to the classification titles were not properly incorporated into the Schedule of Wages within the Collective Agreement;

THEREFORE the parties agree to amend the Collective Agreement as follows;

1. The parties agree to amend the following affected classification titles under the Schedule of Wages.

Current Title	New Title
Team Lead – Building Maintenance Certified	Team Lead – Facility Services Certified
Team Lead – Building Maintenance	Team Lead – Facility Services
Building Maintenance Worker - Certified	Facility Services Worker - Certified
Building Maintenance Worker	Facility Services Worker
Building Operator	Facility Services Operator
Labourer – Building Maintenance	Labourer – Facility Services

2. The parties agree to incorporate this LOU as part of the Collective Agreement.

Agreed and Signed this _28_ day of _April_, 2023.



LOU 2024-03

Letter of Understanding
(LOU)

Between:
The City of St. Albert (the "City")

and

Canadian Union of Public Employees Local 941
(the "Union")

(Collectively, the "Parties")

Re: Wage Differential

The parties agree to replace LOU 2024-01 with this LOU (2024-03) with the following terms:

1. A joint review of the cost-of-living increases as data becomes available, on the following Municipal Collective Agreements:
   - Strathcona County (AUPE Local 118)
   - The City of Edmonton (CUPE Local 30)
   - City of Spruce Grove (Operating Engineers Local 955)

2. In the event that the average total annual cost-of-living increases of the above agreements is greater than the total 4-year term cost-of-living increases defined in the ratified collective agreement between CUPE 941 and the City, the City agrees to provide the difference in a cost -of- living increase effective December 31, 2025, to all active employees on December 31, 2025.

   Example:

	St. Albert	Strathcona	Edmonton	Spruce
2022	0%	1%	1%	1.75%
2023	1%	2.5%	2%	1%
2024	1.5%+0.5%	2.5%	2%	1.25%
2025	2.5%	2.0%	2.25%	2.0%
Total	5.5%	8.0%	7.25%	6.0%

   Average = 8.0% (Strathcona) + 7.25% (Edmonton) + 6.0% (Spruce) / 3 = 7.08%

   Top up = 7.08% - 5.5% = a 1.58% increase effective December 31, 2025.

3. If all required data is not available until after December 31, 2025, the parties agree that as soon as the data becomes available, and should there be increases due to the wage differential, it would be applied on regular wages (excludes overtime and other premiums) retroactive to December 31, 2025.

4. In the event that average increase is lesser or equal to the City's total increase over 4 years then no cost-of-living adjustment shall be applied.

And Whereas, the City agrees that it will increase the annual cost of living percentage for 2025 from 2.0% effective Jan 1, 2025 by 0.5% to 2.5% overall, effective January 1, 2025 for all active employees.

The Parties now hereby agree as follows:

- **That the additional 0.5% annual cost of living provided by the City amends the annual cost of living for 2025 to a total of 2.5% effective January 1, 2025 representing an increase of a total of 5.5% over the term of the Collective Agreement.**
- **This new increase will be included as part of the total compensation of the Collective Agreement and considered when calculating the Average cost of living increase adjustment (wage differential adjustment) that is to be provided to all active employees December 31, 2025, as per LOU 2023-01.**
- **The schedule of wages are adjusted accordingly for January 1 2025 (see attached appendix).**

Any disagreement arising out of this LOU related to the wage increases shall be subject to the grievance procedure as per Article 5 of the Collective Agreement.

This LOU shall expire with the Collective Agreement.

We, the undersigned, who have the authority to bind the City and the Union, understand the above and agree to be bound by these terms and conditions. Agreed this ____ day of November 2024.

(electronic signature will be accepted)

The City of St. Albert	**Canadian Union of Public Employees**
[redacted]	_____
	_____

CUPE Local 941 - Classification and Wages
Schedule of Wages: Jan 1, 2022 - Jan 1, 2025

	0.0%	1.0%	1.5%	0.5%	2.5%
Classification	**1-Jan-2022**	**1-Jan-2023**	**1-Jan-2024**	**1-Apr-2024**	**1-Jan-2025**
Team Lead – Garage Shop	47.15	47.62	48.33	48.57	49.78
Team Lead – Facility Services- Certified (Previously Team Lead – Building Maintenance Certified)	47.15	47.62	48.33	48.57	49.78
Team Lead – Utilities Level IV Certified	45.55	46.01	46.70	46.93	48.10
Maintenance Planner – Lead Hand	45.05	45.50	46.18	46.41	47.57
Electrician	44.82	45.27	45.95	46.18	47.33
HVAC Technician	44.82	45.27	45.95	46.18	47.33
Team Lead - Utilities Level III Certified	43.87	44.31	44.97	45.19	46.32
Heavy Duty Technician	43.57	44.01	44.67	44.89	46.01
Welder	42.78	43.21	43.86	44.08	45.18
Automotive Technician	42.17	42.59	43.23	43.45	44.54
Plumber	42.17	42.59	43.23	43.45	44.54
Utility Operator IV	40.71	41.12	41.74	41.95	43.00
Team Lead – Tree & Pest	40.06	40.46	41.07	41.28	42.31
Carpenter	40.06	40.46	41.07	41.28	42.31
Utility Operator IV WD or WWC	39.70	40.10	40.70	40.90	41.92
Team Lead - Stores	39.61	40.01	40.61	40.81	41.83
Outdoor Power Equipment Technician	39.61	40.01	40.61	40.81	41.83
Team Lead – Utilities	38.67	39.06	39.65	39.85	40.85
Team Lead - Traffic Operations	38.67	39.06	39.65	39.85	40.85
Utility Operator III	38.67	39.06	39.65	39.85	40.85
Team Lead – Facility Services (Previouly Team Lead – Building Maintenance)	38.50	38.89	39.47	39.67	40.66
Team Lead – Operations	38.50	38.89	39.47	39.67	40.66
Team Lead – Waste Programs Operations	38.50	38.89	39.47	39.67	40.66
Painter	37.60	37.98	38.55	38.74	39.71
Utility Operator III WD or WWC	36.77	37.14	37.70	37.89	38.84
Parts Technician	36.45	36.81	37.36	37.55	38.49
Traffic Technician II	36.45	36.81	37.36	37.55	38.49
Back Hoe Operator	35.23	35.58	36.11	36.29	37.20
Traffic Technician I	35.23	35.58	36.11	36.29	37.20
Facility Services Operator (Previouly Building Operator)	35.23	35.58	36.11	36.29	37.20
Utility Operator II A (previously Utility Operator IV)	33.59	33.93	34.44	34.61	35.48
Grader Operator	33.59	33.93	34.44	34.61	35.48
Seasonal Operations - Lead Hand	33.59	33.93	34.44	34.61	35.48
Utility Operator II	32.90	33.23	33.73	33.90	34.75
Operations Liaison Lead Hand	32.56	32.89	33.38	33.55	34.39
Utility Operator I A	32.21	32.53	33.02	33.19	34.02
Utility worker II – Utilities	32.21	32.53	33.02	33.19	34.02
Parks worker II – Pest Control	32.21	32.53	33.02	33.19	34.02
Transit Service Worker	32.21	32.53	33.02	33.19	34.02
Arborist	32.21	32.53	33.02	33.19	34.02
Facility Services Worker - Certified (Previously Building Maintenance Worker-Certified)	32.21	32.53	33.02	33.19	34.02
Arena Operator - Certified II	32.21	32.53	33.02	33.19	34.02
Hydrovac Operator (Combo Truck)	32.21	32.53	33.02	33.19	34.02
Automotive Service Worker	32.21	32.53	33.02	33.19	34.02
Arena Operator - Certified I	31.59	31.91	32.39	32.55	33.36
Senior Transit Utility Worker - Lead Hand	31.59	31.91	32.39	32.55	33.36

CUPE Local 941 - Classification and Wages
Schedule of Wages: Jan 1, 2022 - Jan 1, 2025

	0.0%	1.0%	1.5%	0.5%	2.5%
Classification	**1-Jan-2022**	**1-Jan-2023**	**1-Jan-2024**	**1-Apr-2024**	**1-Jan-2025**
Utility Operator I	30.97	31.28	31.75	31.91	32.71
Operations Operator	30.97	31.28	31.75	31.91	32.71
Facility Services Worker (Previously Building Maintenance Worker)	30.97	31.28	31.75	31.91	32.71
Solid Waste Operator	30.97	31.28	31.75	31.91	32.71
Arena Operator	30.97	31.28	31.75	31.91	32.71
Labourer – Utilities	29.74	30.04	30.49	30.64	31.41
Transit Utility Worker	29.38	29.67	30.12	30.27	31.03
Garage Service Person	29.38	29.67	30.12	30.27	31.03
Labourer - Operations	25.65	25.91	26.30	26.43	27.09
Labourer – Facility Services (Previously Labourer – Building Maintenance)	25.65	25.91	26.30	26.43	27.09
Labourer – Garage	25.65	25.91	26.30	26.43	27.09
Co-op Students	21.01	21.22	21.54	21.65	22.19
Casual Labourer IV (1,801 or more hours)	19.72	19.92	20.22	20.32	20.83
Casual Labourer III (1,201 to 1,800 hours)	18.80	18.99	19.27	19.37	19.85
Casual Labourer II (601 to 1,200 hours)	17.88	18.06	18.33	18.42	18.88
Casual Labourer I (up to 600 hours)	16.96	17.13	17.39	17.48	17.92
Unlicensed Casual IV	18.52	18.71	18.99	19.08	19.56
Unlicensed Casual III	17.78	17.96	18.23	18.32	18.78
Unlicensed Casual II	17.05	17.22	17.48	17.57	18.01
Unlicensed Casual I	16.31	16.47	16.72	16.80	17.22