

AGREEMENT BETWEEN

THE CITY OF ST. ALBERT



- and -

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 5141**



JANUARY 1, 2012
to
DECEMBER 31, 2013

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 5141

St. Albert, Alberta
hereinafter called "The Union"

(January 1, 2012 - December 31, 2013)

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MEMORANDUM OF AGREEMENT

BETWEEN:

The corporation of The City of St. Albert
(Hereinafter referred to as "The City")

Of the First Part

- and -

The Canadian Union of Public Employees Local 5141
on behalf of the members thereof employed by
the Corporation of The City of St. Albert
(Hereinafter referred to as "The Union")

Of the Second Part

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is:

- 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 Wherever the masculine gender is used it refers to both masculine and feminine.

ARTICLE 2 - UNION SECURITY AND RECOGNITION

2.01 The City recognizes the Union as the sole bargaining agent for all employees in classifications covered by this Agreement as described in the Alberta Labour Relations Board Certificate No. 126-2012. No individual or group of employees shall undertake to represent the Union at meetings with the City without proper authorization from the Union. In order that this may be carried out, the Union will supply the City with the names of its officers and committees. Similarly, the City will supply the Union with a list of its supervisory and other personnel with whom the Union may be required to transact business.

- 2.02** All employees who are members of the Union shall remain in good standing according to the constitution and by-laws of the Union, as a condition of employment. All employees covered by this Agreement shall pay to the Union monthly dues in the amount established by the Union as a condition of employment, and shall immediately upon hire become a member of the Union.
- 2.03** The City agrees to deduct dues described in Article 2.02 above from the employees' wages and remit same to the Union by the 15th of the month following the month's collection.
- 2.04** No Union member shall be required or permitted to make any written or verbal agreement which conflicts with the terms of this Agreement unless approved by the President of the Union or their designate.
- 2.05** Persons whose jobs are not in the bargaining unit shall (except under emergency situations) not work on any jobs in the bargaining unit when the performance of such work will result in reduction in pay, layoff or denial of overtime for permanent employees covered by the bargaining unit.
- 2.06** In order to provide job security for members of the Bargaining Unit the Employer agrees that all work, or services, will be performed by those employees. When volunteers are used, those volunteers will be used to enhance the operations, not to replace the work of the Bargaining Unit.

ARTICLE 3 - MANAGERIAL RESPONSIBILITIES

- 3.01** The Union recognizes that it is the function of the employer to exercise the regular and customary function of management and to direct the working forces of The City of St. Albert, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement may be decided through the grievance procedure.
- 3.02** The Union recognizes that it is the right of management to re-organize the procedure and methods of performing work, whether the reorganization takes the form of creating new classifications, discontinuing old classifications or splitting and reorganizing classifications and departments, and adding or discontinuing jobs within classifications, raising or lowering classifications and any other bona fide changes in the organization of the work force.

ARTICLE 4 - BARGAINING

- 4.01** A Bargaining Committee shall be appointed and shall consist of not more than four (4) appointees by the City plus the Director of Human Resources and not more than four (4) appointees by the Union local plus one alternate and a representative of the Canadian Union of Public Employees. The Union and the City shall advise each other as to their delegates to the Bargaining Committee.

- 4.02** The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the City. Such representative shall have access to the City's premises in order to investigate and assist in a settlement.
- 4.03** In the event either party wishes to call a meeting of the Bargaining Committee, the meeting shall be held at a time and place fixed by mutual agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 Definitions

A grievance under this Agreement shall be defined as:

- 1) any difference or dispute between a member of the bargaining unit and the employer;
- 2) any difference concerning the interpretation, application, operation or alleged violation of this Agreement.

5.02 Statement of Intent

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

5.03 Settling of Grievances

Should any difference arise between the parties bound by this Agreement there shall be no general stoppage of work on account of such difference. Failing all efforts to resolve the issue through the process identified in Article 5.02, an earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Step 1 An employee who believes himself to be aggrieved shall within ten (10) calendar days bring the matter to the attention of the supervisor, and attempt to resolve the complaint. They shall be accompanied by an authorized CUPE representative. If the immediate supervisor is the Manager, Policing Services forego Step 1 and proceed to Step 2.

Step 2 If a satisfactory resolution is not achieved within ten (10) calendar days of the submission of the complaint at Step 1, the employee(s) concerned and an authorized CUPE representative, shall within an additional ten (10) calendar days, submit a formal grievance to the Manager, Policing Services. The grievance shall contain a written statement of the particulars of the complaint, citing clauses that are relative to it, if applicable, and the remedy sought, with a copy to Human

Resource Services. The Manager, Policing Services shall render a decision in writing within ten (10) calendar days of receipt of the grievance.

Step 3 If a satisfactory resolution is not achieved at Step 2, the employee(s) and an authorized CUPE representative shall submit the grievance within ten (10) calendar days to the General Manager of Community and Protective Services, with a copy to Human Resource Services. The General Manager of Community and Protective Services will render a decision within ten (10) calendar days of receiving the grievance.

Step 4

- 1) The parties may mutually agree to binding mediation.
 - a) After receipt of the decision from the General Manager of Community and Protective Services, or Designate, under step 3, either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.
 - b) The Mediator shall be appointed by mutual agreement between the parties. The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute. The Mediator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.
 - c) The expenses of the Mediator shall be equally borne by both parties.
- 2) Failing a satisfactory settlement being reached in Step 3, the Union may, on giving eight (8) calendar days notice in writing to the employer of its intention, refer the dispute to arbitration. A copy of the Union written notice to the employer of its intent to refer the dispute to arbitration shall be forwarded to Human Resource Services.

5.04 Investigation of Grievances

The employer recognizes the right of Shop Stewards to investigate grievances without hindrance or coercion in an effort to settle them. It is understood that there will be no general stoppage of work and that no more than an hour will be spent investigating grievances during working hours. Shop Stewards shall obtain the permission of their supervisor or in their absence, the Manager, Policing Services, when it is necessary to conduct an investigation. Such permission shall not be unreasonably withheld. The Union will have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the City. Such representative shall have access to the City's premises in order to investigate and assist in the settlement of a grievance.

5.05 Composition of Board of Arbitration

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

- 2) **Failure to Appoint**

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

- 3) **Board Procedure**

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

- 4) **Decision of the Board**

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

- 5) **Disagreement on Decision**

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

- 6) **Expenses of the Board**

Each party shall pay:

- a) the fees and expenses of the arbitrator it appoints;

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

7) Amending of Time Limits

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

8) Witnesses

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

5.06 Policy Grievance

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

5.07 Failure to Act Within Time Limits

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

5.08 Extension of Time Limits

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

5.09 Facilities for Grievances

The City shall supply the facilities for the grievance meeting.

5.10 Deviation from Grievance Procedure

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

5.11 Mutually Agreed Changes

Any mutually agreed changes to this collective agreement shall be documented in a "Memorandum of Understanding" and shall form part of this collective agreement.

Memorandums of Understanding are subject to the grievance and arbitration procedure.

5.12 Representing Union in Grievance and Arbitration Proceedings

An employee shall be compensated at the regular rate of pay for any authorized absence during their regularly scheduled work hours for the purpose of representing the Union in grievance and arbitration proceedings associated with this Agreement. There is a limit of one (1) paid representative unless otherwise agreed to by management. Authorization will not unreasonably be withheld.

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

ARTICLE 6 - DEFINITIONS

6.01 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) **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. The probationary period will be extended for 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.

3) **Trial Period** - a period served by a permanent employee during their second or any subsequent appointment to a different position with the City. The trial period will consist of the first ninety (90) calendar days after being initially placed in a position. This period does not include any approved leave in excess of two weeks. In the event a successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

4) **Permanent Full Time Employee** - an employee who works equal to, or greater than, 1872 hours per year.

- 5) **Permanent Part Time Employee** - an employee who works less than 1872 hours per year.
- 6) **Term Employee** - is defined as a non-permanent employee occupying a permanent position which is temporarily vacant due to medical, parental or maternity leave. Term employees will be paid at the permanent rate for the position they occupy and will be eligible for benefits after six months with the exception of pension and Long Term Disability. Term employees will accrue vacation and sick leave and will continue to be paid 4.8% holiday pay. Permanent employees accepting a term assignment will not have their benefits, pension or leave provisions affected.
- 7) **Casual Employee** - an employee required to work on as needed basis with no guaranteed hours of work.
- 8) **Temporary Employee** - an employee required to work for a specific period of time with the option to extend by mutual agreement. A temporary employee will not be eligible for benefits.
- 9) **Promotion** - Shall be defined as the movement of any Employee to a permanent vacancy at a pay level higher than previously held by that Employee.
- 10) **Transfer** - Shall be defined as the movement of an Employee to a classification at a pay level equal to that previously held by that Employee and shall include a voluntary demotion to a lower pay level.

ARTICLE 7 - SENIORITY

- 1) An employee shall not accrue seniority until becoming a permanent employee. Service during the probationary period in the permanent position shall be included as part of seniority. A permanent part-time employee applying for a permanent full time position shall, for the purposes of the posting (only), have their seniority pro-rated based upon their number of hours worked as a permanent part-time employee.
- 2) The City shall maintain a seniority list and a promotional 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.
- 3) An employee shall not lose seniority rights if they are absent from work because of sickness, accident, or leave of absence approved by the City. An employee shall only lose their seniority in the event:
 - a) they are discharged for just cause and are not re-instated;

- b) they resign;
- c) they fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the City informed of their current address;
- d) they are laid off for a period longer than one (1) year.

ARTICLE 8 - LAYOFFS

- 1) A layoff is defined as a reduction in the permanent work force. If a layoff is to be effected, employees who are not permanent will be laid off before any permanent employee. In the event of layoff, seniority, qualifications and ability shall be the basis for who is to be laid off. Qualifications and ability shall be determined in a fair and equitable manner. Permanent employees who are to be laid off shall be given notice or pay in lieu of notice as follows:
 - a) up to five (5) years of service - two (2) weeks;
 - b) over five (5) years and up to ten (10) years of service - three (3) weeks;
 - c) over ten (10) years of service - four (4) weeks.
- 2) Notice of lay-off of permanent employees may be provided by the employer as follows:

notice that the lay-off will take effect at the expiry of the required notice period. Actual lay-off may be postponed for a maximum period of thirty (30) calendar 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) Both the recall of casual employees and the rehire of temporary employees shall be subject to satisfactory performance evaluations.
 - b) The order of recall of casual employees will be based on length of service subject to the operational requirements of the department.
 - c) Disputes arising from failure to recall, performance evaluations, or recall order shall proceed outside of the grievance procedure with all disputes being referred to the Director of Human Resource Services whose decision shall be final and binding on the parties.

- 4) Permanent employee(s) shall be recalled in the inverse order of their seniority (those employees laid off last shall be recalled first) providing they have the necessary qualifications and ability to do the work.
- 5) No new employees will be hired until those laid off have been given an opportunity for re-employment except where, in the case of a permanent employee, that employee has been laid off for a period greater than three hundred and sixty five (365) days, and in the case of a temporary employee, has been laid off for a period greater than one hundred and twenty (120) days.

ARTICLE 9 - PROMOTIONS AND STAFF CHANGES

- 1) When a position becomes vacant, the City shall post notice of such vacancy on the bulletin board for a period of ten (10) calendar days in order that employees of the City shall have the opportunity of applying for such positions. The notice of vacancy shall contain the following information: nature of position; qualifications; required knowledge and education; skills; shift and wage attached to the vacant position. The City reserves the right to include in such competitions, former employees of the bargaining unit local who have left employment within the prior six month period.
- 2) If no qualified applicant is forthcoming at the expiration of the ten (10) calendar days, the City shall be free to fill the vacancy from any other source the City deems necessary.

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

- 3) Both parties recognize:
 - a) The principle of promotion within the service of the Employer.
 - b) That job opportunity should increase in proportion to the length of service. Therefore, in making staff changes, transfers, or promotions appointments shall be made of the applicant with the greatest seniority and having the required qualifications.
- 4) Within seven (7) calendar days of the date of appointment to a vacant position the name of the successful applicant shall be posted to the bulletin board and a copy sent to the Union. The Employer shall provide a full explanation and notification of any shortcomings in their qualifications to all senior applicants who have been denied promotion, or transfer.

ARTICLE 10 - DISCIPLINE

- 10.01** The City will not dismiss or discipline any employee without just cause. An employee may not be dismissed without the approval of the City Manager.
- 10.02** Should any discharged or suspended employee feel that their dismissal or suspension is unjust, they may appeal such action through the grievance procedure.
- 10.03**
- 1) Access to an employee's file shall be provided to the employee or their authorized representative upon reasonable written request once a year or in the event of a grievance. Access will be provided in the presence of a representative of the employer and, if the employee is not present, their representative must have written authorization from the employee. At these times the employee, or their authorized representative, may request and shall receive copies of material in the file.
 - 2) If the employer files a written reprimand against an employee which will become a record in that employee's personnel file, the employee shall be given a copy of the reprimand and they may seek the advice or assistance of the Union. If the employee receives a series of reprimands which appear to be leading to the suspension or termination of that employee, the employer shall discuss the matter with the President of the Union or their designate.
- 10.04** An employee is entitled to have their Steward present when being disciplined. Where a supervisor intends to discipline an employee, the supervisor will notify the employee in advance of the purpose of the meeting in order that the employee may request their Steward be present. For purposes of this clause, discipline means a written reprimand or penalty more severe.
- 10.05** 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.
- 10.06** 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 thirty six (36) consecutive months, if no further disciplinary action or reprimand has occurred during the thirty six (36) consecutive months. Any discipline resulting from an investigation in accordance with the Peace Officer Act will remain on the personnel record as per legislative requirements; however the Employer will consider thirty six (36) months as the threshold for progressive discipline purposes.

ARTICLE 11 - RESIGNATION

11.01 An employee is required to provide the employer with two (2) weeks prior written notice if they wish to resign in good standing. Should the employee request the withdrawal of their resignation within eight (8) calendar days of giving it, and should the employer accept the withdrawal, the employee's seniority will not be affected.

ARTICLE 12 - TRAINING

12.01 The Employer shall commit to invest in training that is required to meet job expectations and to ensure effective operations.

12.02 Supplemental job related training will be offered by the Employer from time to time in accordance with City policies to the extent of the budget available.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 Leave for Union Business

- 1) 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.
- 2) 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.
- 3) Leave of absence without pay and without loss of seniority shall, subject to job requirements, be granted upon request to the City, to employees elected or appointed to represent the Union at Union Conventions or Seminars. Such time shall not exceed an aggregate total of twenty (20) scheduled shifts in any one calendar year.

13.02 Leave to Attend Court

The City shall grant leave of absence without loss of seniority to an employee who is subpoenaed 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.

13.03 Election Leave

Managers will ensure that an employee has at least three consecutive hours on which to cast their vote in municipal, provincial or federal elections. If such provisions requires employees to be given time during their work day, the manager shall determine the most suitable time for that to occur based on the organization's needs. Employees must see their manager if there is a conflict with their shift and the requirement to grant three consecutive hours to cast their vote.

13.04 Leave Without Pay

- 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 at least forty-eight (48) hours prior to the requested absence. An employee on an approved leave of absence without pay shall not be eligible for sick leave benefits, special leave or vacation leave, nor payment of statutory holidays on the day preceding or following the absence, or falling within the period of absence. Absences of more than thirty (30) consecutive days will not be considered in the calculations of an employee's seniority except in the cases of leave without pay for management approved educational activities, maternity or parental reasons.
- 2) Leave of absence without pay may not commence until the employee has prepaid all payroll deductions applicable during the period of absence. This payment may be made through advance payroll deduction or by certified cheque.
- 3) When a leave of absence results in a position becoming vacant for greater than three months, the temporary vacancy shall be posted in accordance with Article 9 of this agreement

13.05 Maternity/Parental Leave

- 1) Female members covered under this agreement shall be entitled to receive the maternity benefits contained in The City of St. Albert Administrative Policy regarding Maternity Leave.
- 2) All members covered under this agreement shall be entitled to apply for Parental Leave in accordance with the City of St. Albert Administrative Policy regarding Parental Leave.
- 3) Where medical information has been provided that working conditions may be hazardous to an unborn child or to the pregnant employee, the employee shall be entitled to be transferred to another position providing that a position exists, she has the ability to, and is capable of performing the work.

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

13.06 Leave for/to Consider Political Office

- 1) An employee shall, upon written request, be provided leave of absence without pay but without loss of benefits or seniority to be a candidate in a federal, provincial or municipal election. The period of leave shall not exceed two (2) months in any candidacy.
- 2) The employee, if elected to a full-time position or to the St. Albert City Council, shall terminate their employment with the City.
- 3) Leave to attend occasional meetings or functions shall be granted subject to job requirements. Such absences shall be without pay but without loss of benefits or seniority, and shall be limited to the equivalent of twenty (20) days per year.
- 4) An employee who is elected or selected for a full time position with the Union, or any of its affiliates, shall be granted leave without pay without loss of seniority for a period of one (1) year. Such leave may be extended on request during their term of office.

13.07 Training Leave and Benefits

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.

13.08 Payment of Benefits While on Approved Leave

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.

ARTICLE 14 - SPECIAL LEAVE

14.01 Special Leave Credits

Employees shall accumulate special leave credits at the rate of four (4) hours for each completed month of continuous service up to a maximum of 240 hours. Permanent part time employees will receive credits on a pro-rated basis.

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

14.02 Illness in the Family

Special leave with pay because of critical illness in the family may be granted to a maximum of three (3) shifts per occasion to an employee. "Family" is interpreted as father, mother, brother, sister, spouse, child of the employee, or father-in-law, mother-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. Also, upon written application, other relatives or guardians in special circumstances (e.g. an aunt or uncle that reared the employee) may be considered under this Section. It is stressed that special leave because of illness in the family will not be granted unless the illness is of a critical nature. The provisions of this clause are not meant to include situations such as an employee not being able to arrange babysitting for a sick child or transportation of family members to medical facilities.

A permanent Employee may be granted no more than a total of two (2) shifts per year if the employee requires time off during working hours to take short term care of a sick immediate family member, or to make arrangements for longer care.

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

When a member of an employee's immediate family dies, for the purpose of the funeral, the employee may be granted special leave with pay to a maximum of four (4) shifts and may in addition, depending on distance and transit time, be granted up to three (3) shifts special leave for the purpose of travel, if required in relation to the death. "Family" is to be interpreted as in Section 14.02.

14.04 Executor Leave

If the employee is an executor, the employee is entitled up to a maximum of 22 hours of paid leave, if required, to satisfy all legal requirements.

14.05 Marriage

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

14.06 Birth of a Child

A permanent employee shall be granted special leave with pay for any shifts falling within (4) calendar days of the birth of their child. A permanent employee shall be granted special leave with pay for any shift falling within two (2) calendar days of the adoption of their child. The special leave must be taken on the days including or immediately following the birth or adoption.

14.07 Urgent Domestic Contingency

At the City's discretion, special leave with pay to a maximum of three (3) shifts may be granted if required to enable an employee to attend to urgent business arising from a serious domestic contingency or difficulty such as, but not limited to, the burning of an employee's home.

14.08 Quarantine on Account of Illness in the Household

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

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

Special leave with pay to a maximum of one (1) shift 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.

14.10 Circumstances Relating to Veterans

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

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

14.11 Oath of Allegiance

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

14.12 Special Leave Advance

The City, at its discretion, may grant, in advance, special leave credits to a maximum of 40 hours 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.

14.13 Administration

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

ARTICLE 15 - STATUTORY HOLIDAYS

15.01 The following days will be observed as Statutory Holidays:

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

15.02 A permanent employee is entitled to statutory holidays when the following conditions have been met:

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

15.03 For non-permanent employees, the City will pay 4.8% holiday pay for all regular hours worked.

15.04 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 portion of the shift that falls on the stat holiday.

- 15.05** 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 portion of the shift that falls on the stat holiday.

Statutory Holiday Pay for Non-Shift Workers

- 15.06** 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.
- 15.07** When a statutory holiday is a day that is not normally a working day for a permanent employee, the employee shall be granted one day off in lieu of the statutory holiday. The lieu day will normally be the next regularly scheduled working day but where that is not operationally feasible the Supervisor or Manager will schedule the lieu day to be taken at a later date. The lieu day will be the same number of hours as the employee's regular work day.
- 15.08** 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.

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.

Statutory Holiday Pay for Shift Workers

- 15.09** **Permanent 911 Telecommunication Operators:**

In lieu of days off with pay, these employees will receive an additional 5.13% statutory holiday pay, to be paid on each pay throughout the year.

For any hours worked on the statutory holiday, employees will be paid two (2) times their regular rate of pay in addition to their regular pay.

If a full shift (11 hours) is worked on a statutory holiday, their pay shall be reduced by eight (8) hours of regular time.

If part of a shift is worked on a statutory holiday, their pay shall be reduced by four (4) hours of regular time.

- 15.10** **Permanent Municipal Enforcement Officers:**

If the statutory holiday falls on a scheduled day of work for the employee, and the employee does not work that day, the employee will receive the day off with pay.

If the statutory holiday falls on a scheduled day off for the employee, the employee will bank a regular shift and will take a shift off with pay, as their schedules will allow.

An employee that is required to work on the paid holiday shall be paid at two (2) times their regular straight time hourly rate for all hours worked on the stat in addition to their regular pay (equates to three (3) times pay for hours worked on the stat).

Applicable permanent employees shall be allowed to bank any overtime worked on a statutory holiday.

15.11 Permanent Records Management Clerks

When a statutory holiday is a day that is not normally a working day for a permanent employee, the employee shall be granted one day off in lieu of the statutory holiday. The lieu day will normally be the next regularly scheduled working day but where that is not operationally feasible the Supervisor or Manager will schedule the lieu day to be taken at a later date. The lieu day will be the same number of hours as the employee's regular work day.

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.

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.

Applicable permanent employee shall be allowed to bank any overtime worked on a statutory holiday.

ARTICLE 16 - SICK LEAVE

16.01 Sick leave shall be accrued by permanent employees on the basis of 12 hours for each month worked. Permanent part time employee will accrue sick leave on a prorated basis. Sick leave shall be cumulative from year to year to a maximum of 960 hours. 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.

Medical/Dental Appointments:

Absence for medical appointments of three (3) hours or less will not result in a reduction of sick leave accruals. Employees will complete a leave application form.

All efforts should be made to book medical appointments on the employee's time off. All medical appointments which are greater than three (3) hours will be charged to sick leave.

- 16.02** Employees who abuse or submit a false claim for sick leave may be dismissed immediately for such action.
- 16.03** 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.
- 16.04** 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.
- 16.05** 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.
- 16.06** An employee may be disqualified from receiving benefits under this Article if they refuse to accept work, including modified work, which in the opinion of the physician, they are capable of performing. Employees performing modified work will be entitled to their regular base rate of pay. If a more permanent accommodation is required, the Union and the City will negotiate an appropriate rate of pay for the duties being performed.

ARTICLE 17 - SHORT TERM DISABILITY

- 17.01** 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.
- 17.02** 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 18 - VACATION LEAVE

18.01 For non-permanent employees, the City shall pay 4.0% vacation pay for all regular hours worked during their first five years of employment with the City. After five years of employment, the City shall pay 6.0% 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.

18.02 For the purposes of the following articles, continuous service shall be calculated from the date the employee became permanent. Continuous service includes time spent on approved paid leave including vacation leave, sick leave, special leave and use of banked time. Employees who are scheduled to work less than full time hours shall accrue vacation leave credits pro-rated to their scheduled number of hours per year.

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

Length of Service:	Annual Vacation Accrual:
Completed less than 7 years	120 hours per year
Completed 7 or more but less than 14 years	160 hours per year
Completed 14 or more but less than 21 years	200 hours per year
Completed 21 or more years	240 hours per year

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

18.04 A vacation schedule shall be posted by March 1st of each year and vacation requests shall be submitted by April 30th of each year. Seniority shall prevail in determination of dates at which vacation will be received. The vacation schedule will cover May 1st of the current year to April 30th of the following year. After the above vacation schedule is approved, further requests after May 1st will be considered on a first come first serve basis.

18.05 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. Total vacation in any one calendar year will not exceed eight (8) weeks.

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

18.07 If an employee becomes ill or injured during their vacation leave for a period of more than three (3) consecutive work days, vacation accruals will be restored and

sick leave accruals applied, subject to the provision of an appropriate medical certification.

- 18.08** 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 14.03 and vacation leave credits will be restored to the extent of the special leave granted.
- 18.09** At least once a year, an employee shall use their vacation leave in order to have at least seven (7) consecutive calendar days off to provide each employee with a period of rest and relaxation.

ARTICLE 19 - GROUP BENEFITS

- 19.01** 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. 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.
- 19.02** Permanent part-time employees working 18 or more hours per week will be eligible for all benefits available to permanent full time employees except Long Term Disability.

The following benefits are mandatory:

- Local Authorities Pension Plan
- Group Life Insurance:
 - Natural Death at 1x, 2x or 3x annual salary
 - Accidental Death and Dismemberment at 2x, 4x or 6x annual salary
- Long Term Disability Insurance:
 - 75% coverage, 20% employee/80% employer paid

The following benefits can be waived with proof of coverage under a spouse's plan:

- Extended Health Care:
 - Option 1: 75% prescription drugs, 100% all other expenses
 - Option 2: 100% prescription drugs, 100% all other expenses
- Group Dental Plan:
 - Option 1: 100% basic
 - Option 2: 100% basic, and 50% Major, Dentures and Orthodontics
- Alberta Health Care Insurance

The following benefits are optional:

- Vision Care (optional)
- Dependant Life Insurance
- Optional Life Insurance

- Optional Spousal Life Insurance

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

- 19.03** The benefit amounts referred to in 19.02 are subject to the reimbursement schedule provided by the Insurer.
- 19.04** All permanent employees working an average of 18 hours, or more, per week shall enroll in the Local Authorities Pension Plan.
- 19.05** Retired employees under the age of 70 are allowed to retain their Extended Health, Vision, and Dental benefits through the City's benefit carrier provided the retiree pays 100% of the premium.

ARTICLE 20 - HOURS OF WORK

- 20.01** The regular hourly work schedule is based on 1872 hours annually for non- shift workers. The work week is usually seventy-two (72) hours bi-weekly consisting of eight (8) hours per day, and nine (9) working days in each two-week period. These employees will receive one regular day off bi-weekly.
- 20.02** The regular hourly work schedule is based on 1872 hours annually for shift workers. The commencement and completion times of all shifts will reflect the current scheduling practice as of July 1, 2009. Shifts may be altered by mutual agreement of the City and the Union. In a situation of organizational necessity to alter shift hours, the Union shall not unreasonably withhold agreement.
- 20.03** The Employer will provide a reasonable unpaid lunch break, for shifts greater than five (5) hours, typically near the midway point of the work period.
- 20.04** An employee shall not be absent from work without the prior authorization of their supervisor or a senior official or shall be subject to discipline.
- 20.05** An employee who is unable to report for duty shall inform their supervisor or a senior official of the reasons within the time limits established below:
- 1) at least two (2) hours prior to the commencement of a shift, or
 - 2) 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 their supervisor or a senior official within the time specified.

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

20.07 Notice of Shift Change

The shift schedule can be altered by mutual agreement between the Employer and the Union. Newly developed shift schedules (s) shall not take effect until thirty (30) calendar days prior to implementation.

ARTICLE 21 - OVERTIME

21.01 Time worked by an employee in excess of their regular shift as described in Article 20.01 and Article 20.02 shall be considered as overtime. Overtime pay shall be calculated on the basis of two (2) times the employees' straight time hourly rate. Overtime calculations shall not include shift differential or any other premiums. Overtime is voluntary except under emergency situations.

21.02 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.

21.03 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.

21.04 1) A permanent employee may, before January 1st, by arrangement with the employer, establish an overtime bank to a maximum of forty (40) hours from January 1 to the end of the 22nd pay period. The employee will be paid for the number of actual overtime hours worked at their current rate at the end of the overtime bank period. If a permanent employee wishes to utilize banked overtime in December they shall submit a leave request and a request for carryover to their supervisor on or before November 30th. The employee may exercise their option to be paid out at one other time during the year at their discretion. This bank will enable an employee to have time available, on a mutually agreed basis to their immediate supervisor, for their own requirements.

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

- 21.05** Permanent employees may choose to be paid overtime or deposit it to the overtime bank, for each instance of overtime.

ARTICLE 22 - REST PERIODS

- 22.01** 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.
- 22.02** Rest periods shall be arranged by the Manager or Supervisor in such a manner as to cause minimum disruption of work schedule.
- 22.03** 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 Manager or Supervisor, these aforementioned fifteen (15) minute rest periods will be considered as not being effective for the duration of the emergency or contingency.

ARTICLE 23 - DISCRIMINATION

- 23.01** The City, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, up-grading promotion, transfer, layoff, discipline, discharge, or otherwise by reason of age, race, creed, color, place of origin, ancestry, political or religious affiliation or lack of it, gender, physical or mental disability, marital status, sexual orientation, family status, source of income, nor by reason of their membership or activity in a labour organization.
- 23.02** Members covered under this agreement shall be provided the same consideration for Workplace Violence, Harassment and Discrimination as set out in the Respectful Workplace and Violence Free Workplace policies, adopted by City Administration.

ARTICLE 24 - SUBCONTRACTING

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

ARTICLE 25 - SAFETY

- 25.01** 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.
- 25.02** 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.
- 25.03** Employees are required to report any unsafe conditions 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.
- 25.04** The City will require all employees to undertake courses in first aid treatment and the City will compensate the employee for the time and costs incurred in completing an approved course in First Aid.

ARTICLE 26 - WORKERS' COMPENSATION PAY SUPPLEMENT

- 26.01** 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 27 - SHIFT DIFFERENTIAL

- 27.01** Effective the date of ratification shift differential of 3.56% of the Municipal Enforcement Officer Step 6 rate per hour shall be paid for the shift hours worked outside the 7:00 a.m. to 6:00 p.m. limit. Where the major portion of the shift falls outside the above hours, employees shall be paid shift differential for the full shift. Employees required to work a regularly scheduled weekend day shift between the hours of 7:00 a.m. to 6:00 p.m. shall be paid the shift differential. The differential is not paid for hours worked at overtime rates.

ARTICLE 28 - STANDBY PAY

- 28.01** For the purposes of determining an employee's standby pay entitlement, statutory holiday shall be defined as a day recognized as a statutory holiday and set out in Article 15.
- 28.02** Effective the date of ratification Employees required to be on twenty-four (24) hour standby duty shall be paid for the twenty-four (24) hours at the rate of 57% of the Municipal Enforcement Officer Step 6 rate for week days - Monday through Friday inclusive and 142% of the Municipal Enforcement Officer Step 6 rate per day for weekends and 171% of the Municipal Enforcement Officer Step 6 rate for statutory holidays. If these employees are called out for emergency work while on standby they shall receive not less than two (2) hours pay at two times (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.
- 28.03** The standby personnel will be required to rectify the call-out problem where possible.

ARTICLE 29 - PAYMENT OF WAGES

- 29.01** The City shall pay wages to permanent full time employees semi-monthly in accordance with Article 34 of this Agreement. The City shall pay wages to permanent part time and casual employees every second Friday in accordance with Article 34 of this Agreement. On each payday each employee shall be provided with an itemized statement of their wages and deductions.
- 29.02** **Acting Pay**
- When a permanent employee is assigned to work a full shift performing substantial duties of the higher position, as approved by the supervisor, they shall be paid at the step in the higher classification range equivalent to their current step, for each full shift worked in the higher position.
- 29.03** **Legal Assistance**
- The City shall pay all reasonable expenses and costs with respect to any civil court action arising out of any incident involving an Employee, provided the Employee at the time of such incident was acting within the scope and course of his/her employment with the City and the incident was not as a result of the gross negligence. The details of this legal assistance, including the Employees' responsibilities, shall be the same as the information contained within the Employee Legal Indemnification administrative policy.

ARTICLE 30 - CLASSIFICATION PROGRAM

30.01 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.

30.02 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.

30.03 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."

30.04 Review Procedure

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

30.05 Affect on Wages

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.

ARTICLE 31 - CLOTHING

31.01 The Employer agrees to supply uniforms as they are required to be worn.

31.02 The Employer agrees to reimburse, on approval, Municipal Enforcement Officers for the cost of general duty, work-related footwear at the following rate:

- Up to a maximum of \$250.00 /pair according to the Municipal Enforcement Services Unit Policy Standards.
- Replacement footwear will be reimbursed as required due to wear, tear and damage.

The Employer agrees to reimburse, on approval, Municipal Enforcement Officers for the cost of special duty, work-related footwear at the following rate:

- Up to a maximum of \$125.00/pair according to the Municipal Enforcement Services Unit Policy Standards.
- Replacement footwear will be reimbursed as required due to wear, tear and damage.

The employee is responsible for keeping uniforms clean and presentable. The Employer shall pay for the cost of cleaning uniforms.

ARTICLE 32 - RETURNING RETIREE RATE OF PAY

32.01 Retired employees returning to work on a casual basis shall receive minimum base rate of pay equal to the rate of pay for the permanent position. 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, 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 33 - SERVICE PAY

33.01 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 34 - CLASSIFICATION AND WAGES

Effective January 1, 2012 there will be a 3.0% increase to hourly rates for all classifications.

Effective January 1, 2013 there will be a 3.0% increase to hourly rates for all classifications.

34.01 Salary Administration

Employees are normally appointed at the minimum incremental step position. A higher incremental step may be offered to attract a suitable candidate based on an

agreement between the Director and the Director of Human Resources prior to an offer being made. Candidates shall be offered a rate that reflects a balance of their skills, experiences and maintains internal equity.

The first incremental salary adjustments for permanent employee will occur at the one-year anniversary of their appointment. Following the first incremental adjustment, all permanent employees will have a common salary review date of May 1st.

There shall be only one incremental salary adjustment in a calendar year. If performance merits, incremental increases will continue annually until the employee reaches the maximum or sixth incremental step.

34.02 Internal Promotions

In assessing the required qualifications of applicants, the Employer shall consider each individual's abilities, education, skills, knowledge, aptitude and fitness for the vacant position.

If there are no qualified applicants for a permanent vacancy the Employer, in consultation with the Union, may repost the vacancy internally for training or experience purposes for all employees; waiving some of the job qualifications. The successful Employee must meet the job qualifications within their probationary or trial period.

- 1) **Promotion** - A promoted Employee shall be placed at the step of their new pay level that will provide them with a minimum of a 4% increase in pay. Under no circumstances will a promoted Employee receive wages higher than the top step of his new pay level. Their next increment date will become the one year anniversary of the date their promotion came into effect. Subsequent increments will move to the common anniversary date of May 1st.

- 2) **Transfer** - An Employee transferred, at their own option, shall be placed in the same step in their new position that they were in their previous position. Their increment date will not change, however, they shall not receive any increment during the trial period. Any increment so due shall take effect at the end of such trial period.

RCMP SCHEDULE OF WAGES - Salary Levels as of Dec 31, 2011							
LEVEL	DESCRIPTION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
RCMP File Reviewer	ANNUAL	58,898.00	61,254.00	63,704.00	66,252.00	68,902.00	71,658.00
	SEMI-MONTHLY	2,454.08	2,552.25	2,654.33	2,760.50	2,870.92	2,985.75
	HOURLY	31.46	32.72	34.03	35.39	36.81	38.28
Municipal Enforcement Officer	ANNUAL	55,915.00	58,152.00	60,478.00	62,897.00	65,413.00	68,030.00
	SEMI-MONTHLY	2,329.79	2,423.00	2,519.92	2,620.71	2,725.54	2,834.58
	HOURLY	29.87	31.06	32.31	33.60	34.94	36.34
Crime Analyst	ANNUAL	55,915.00	58,152.00	60,478.00	62,897.00	65,413.00	68,030.00
	SEMI-MONTHLY	2,329.79	2,423.00	2,519.92	2,620.71	2,725.54	2,834.58
	HOURLY	29.87	31.06	32.31	33.60	34.94	36.34
Emergency Communications Operator	ANNUAL	47,396.00	49,292.00	51,264.00	53,315.00	55,448.00	57,666.00
	SEMI-MONTHLY	1,974.83	2,053.83	2,136.00	2,221.46	2,310.33	2,402.75
	HOURLY	25.32	26.33	27.38	28.48	29.62	30.81
Exhibit Custodian/Fleet Administrator	ANNUAL	47,054.00	48,936.00	50,893.00	52,929.00	55,046.00	57,248.00
	SEMI-MONTHLY	1,960.58	2,039.00	2,120.54	2,205.38	2,293.58	2,385.33
	HOURLY	25.14	26.14	27.19	28.27	29.40	30.58
Court Liaison	ANNUAL	46,482.00	48,341.00	50,275.00	52,286.00	54,377.00	56,552.00
	SEMI-MONTHLY	1,936.75	2,014.21	2,094.79	2,178.58	2,265.71	2,356.33
	HOURLY	24.83	25.82	26.86	27.93	29.05	30.21
Records Management Administrator	ANNUAL	44,676.00	46,463.00	48,322.00	50,255.00	52,265.00	54,356.00
	SEMI-MONTHLY	1,861.50	1,935.96	2,013.42	2,093.96	2,177.71	2,264.83
	HOURLY	23.87	24.82	25.81	26.85	27.92	29.04
CPIC Co-ord	ANNUAL	44,676.00	46,463.00	48,322.00	50,255.00	52,265.00	54,356.00
	SEMI-MONTHLY	1,861.50	1,935.96	2,013.42	2,093.96	2,177.71	2,264.83
	HOURLY	23.87	24.82	25.81	26.85	27.92	29.04
Senior Admin Assistant	ANNUAL	44,676.00	46,463.00	48,322.00	50,255.00	52,265.00	54,356.00
	SEMI-MONTHLY	1,861.50	1,935.96	2,013.42	2,093.96	2,177.71	2,264.83
	HOURLY	23.87	24.82	25.81	26.85	27.92	29.04
Photo Enforcement Administrator	ANNUAL	44,676.00	46,463.00	48,322.00	50,255.00	52,265.00	54,356.00
	SEMI-MONTHLY	1,861.50	1,935.96	2,013.42	2,093.96	2,177.71	2,264.83
	HOURLY	23.87	24.82	25.81	26.85	27.92	29.04
Traffic Court Liaison	ANNUAL	44,513.00	46,293.00	48,145.00	50,071.00	52,074.00	54,157.00
	SEMI-MONTHLY	1,854.71	1,928.88	2,006.04	2,086.29	2,169.75	2,256.54
	HOURLY	23.78	24.73	25.72	26.75	27.82	28.93
Photo Enforcement Clerk	ANNUAL	42,785.00	44,496.00	46,276.00	48,127.00	50,052.00	52,054.00
	SEMI-MONTHLY	1,782.71	1,854.00	1,928.17	2,005.29	2,085.50	2,168.92
	HOURLY	22.86	23.77	24.72	25.71	26.74	27.81
Front Counter Clerk	ANNUAL	41,726.00	43,395.00	45,131.00	46,936.00	48,813.00	50,766.00
	SEMI-MONTHLY	1,738.58	1,808.13	1,880.46	1,955.67	2,033.88	2,115.25
	HOURLY	22.29	23.18	24.11	25.07	26.08	27.12
Administrative Assistant	ANNUAL	40,904.00	42,540.00	44,242.00	46,012.00	47,852.00	49,766.00
	SEMI-MONTHLY	1,704.33	1,772.50	1,843.42	1,917.17	1,993.83	2,073.58
	HOURLY	21.85	22.72	23.63	24.58	25.56	26.59
Records Management Clerk	ANNUAL	36,833.00	38,306.00	39,838.00	41,431.00	43,088.00	44,812.00
	SEMI-MONTHLY	1,534.71	1,596.08	1,659.92	1,726.29	1,795.33	1,867.17
	HOURLY	19.68	20.46	21.28	22.13	23.02	23.94
Transcriptionist	ANNUAL	36,120.00	37,565.00	39,088.00	40,631.00	42,256.00	43,946.00
	SEMI-MONTHLY	1,505.00	1,565.21	1,627.83	1,692.96	1,760.67	1,831.08
	HOURLY	19.29	20.07	20.87	21.70	22.57	23.48
CASUAL/TERM POSITIONS							
	HOURLY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Casual Emergency Communications Operator		25.32	26.33	27.38	28.48	29.62	30.81
Casual Municipal Enforcement Officer		14.94					

RCMP SCHEDULE OF WAGES - Salary Levels as of January 1, 2012

(3% to all semi-monthly salaries)							
LEVEL	DESCRIPTION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
RCMP File Reviewer	ANNUAL	60,664.56	63,091.20	65,614.80	68,239.44	70,968.96	73,807.68
	SEMI-MONTHLY	2,527.69	2,628.80	2,733.95	2,843.31	2,957.04	3,075.32
	HOURLY	32.41	33.70	35.05	36.45	37.91	39.43
Municipal Enforcement Officer	ANNUAL	57,593.00	59,897.00	62,293.00	64,785.00	67,376.00	70,070.88
	SEMI-MONTHLY	2,399.71	2,495.71	2,595.54	2,699.38	2,807.33	2,919.62
	HOURLY	30.77	32.00	33.28	34.61	35.99	37.43
Crime Analyst	ANNUAL	57,593.00	59,897.00	62,293.00	64,785.00	67,376.00	70,070.88
	SEMI-MONTHLY	2,399.71	2,495.71	2,595.54	2,699.38	2,807.33	2,919.62
	HOURLY	30.77	32.00	33.28	34.61	35.99	37.43
Emergency Communications Operator	ANNUAL	49,063.00	51,025.00	53,066.00	55,189.00	57,397.00	59,693.04
	SEMI-MONTHLY	2,044.29	2,126.04	2,211.08	2,299.54	2,391.54	2,487.21
	HOURLY	26.21	27.26	28.35	29.48	30.66	31.89
Exhibit Custodian/Fleet Administrator	ANNUAL	48,464.00	50,403.00	52,419.00	54,516.00	56,697.00	58,965.36
	SEMI-MONTHLY	2,019.33	2,100.13	2,184.13	2,271.50	2,362.38	2,456.89
	HOURLY	25.89	26.92	28.00	29.12	30.29	31.50
Court Liaison	ANNUAL	47,876.00	49,791.00	51,783.00	53,854.00	56,008.00	58,248.48
	SEMI-MONTHLY	1,994.83	2,074.63	2,157.63	2,243.92	2,333.67	2,427.02
	HOURLY	25.57	26.60	27.66	28.77	29.92	31.12
Records Management Administrator	ANNUAL	46,017.00	47,858.00	49,772.00	51,763.00	53,833.00	55,986.72
	SEMI-MONTHLY	1,917.38	1,994.08	2,073.83	2,156.79	2,243.04	2,332.78
	HOURLY	24.58	25.57	26.59	27.65	28.76	29.91
CPIC Co-ordinator	ANNUAL	46,017.00	47,858.00	49,772.00	51,763.00	53,833.00	55,986.72
	SEMI-MONTHLY	1,917.38	1,994.08	2,073.83	2,156.79	2,243.04	2,332.78
	HOURLY	24.58	25.57	26.59	27.65	28.76	29.91
Senior Admin Assistant	ANNUAL	46,017.00	47,858.00	49,772.00	51,763.00	53,833.00	55,986.72
	SEMI-MONTHLY	1,917.38	1,994.08	2,073.83	2,156.79	2,243.04	2,332.78
	HOURLY	24.58	25.57	26.59	27.65	28.76	29.91
Photo Enforcement Administrator	ANNUAL	46,017.00	47,858.00	49,772.00	51,763.00	53,833.00	55,986.72
	SEMI-MONTHLY	1,917.38	1,994.08	2,073.83	2,156.79	2,243.04	2,332.78
	HOURLY	24.58	25.57	26.59	27.65	28.76	29.91
Traffic Court Liaison	ANNUAL	45,848.00	47,682.00	49,589.00	51,573.00	53,636.00	55,781.76
	SEMI-MONTHLY	1,910.33	1,986.75	2,066.21	2,148.88	2,234.83	2,324.24
	HOURLY	24.49	25.47	26.49	27.55	28.65	29.80
Photo Enforcement Clerk	ANNUAL	44,067.00	45,830.00	47,663.00	49,570.00	51,553.00	53,615.52
	SEMI-MONTHLY	1,836.13	1,909.58	1,985.96	2,065.42	2,148.04	2,233.98
	HOURLY	23.54	24.48	25.46	26.48	27.54	28.64
Front Counter Clerk	ANNUAL	42,978.00	44,697.00	46,485.00	48,344.00	50,278.00	52,289.04
	SEMI-MONTHLY	1,790.75	1,862.38	1,936.88	2,014.33	2,094.92	2,178.71
	HOURLY	22.96	23.88	24.83	25.82	26.86	27.93
Administrative Assistant	ANNUAL	42,130.00	43,815.00	45,568.00	47,391.00	49,287.00	51,258.96
	SEMI-MONTHLY	1,755.42	1,825.63	1,898.67	1,974.63	2,053.63	2,135.79
	HOURLY	22.51	23.41	24.34	25.32	26.33	27.38
Records Management Clerk	ANNUAL	38,506.00	40,046.00	41,648.00	43,314.00	45,047.00	46,848.72
	SEMI-MONTHLY	1,604.42	1,668.58	1,735.33	1,804.75	1,876.96	1,952.03
	HOURLY	20.57	21.39	22.25	23.14	24.06	25.03
Transcriptionist	ANNUAL	37,576.00	39,079.00	40,642.00	42,268.00	43,959.00	45,717.12
	SEMI-MONTHLY	1,565.67	1,628.29	1,693.42	1,761.17	1,831.63	1,904.88
	HOURLY	20.07	20.88	21.71	22.58	23.48	24.42
CASUAL/TERM POSITIONS							
	HOURLY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Casual Emergency Communications Operator		26.21	27.26	28.35	29.48	30.66	31.89
Casual Municipal Enforcement Officer		14.94					

RCMP SCHEDULE OF WAGES - Salary Levels as of January 1, 2013

(3.0% to all semi-monthly salaries)							
LEVEL	DESCRIPTION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
RCMP File Reviewer	ANNUAL	62,486.00	64,985.00	67,584.00	70,287.00	73,098.00	76,021.92
	SEMI-MONTHLY	2,603.58	2,707.71	2,816.00	2,928.63	3,045.75	3,167.58
	HOURLY	33.38	34.71	36.10	37.55	39.05	40.61
Municipal Enforcement Officer	ANNUAL	59,321.00	61,694.00	64,162.00	66,728.00	69,397.00	72,173.04
	SEMI-MONTHLY	2,471.71	2,570.58	2,673.42	2,780.33	2,891.54	3,007.21
	HOURLY	31.69	32.96	34.27	35.65	37.07	38.55
Crime Analyst	ANNUAL	59,321.00	61,694.00	64,162.00	66,728.00	69,397.00	72,173.04
	SEMI-MONTHLY	2,471.71	2,570.58	2,673.42	2,780.33	2,891.54	3,007.21
	HOURLY	31.69	32.96	34.27	35.65	37.07	38.55
Emergency Communications Operator	ANNUAL	50,788.00	52,820.00	54,933.00	57,130.00	59,415.00	61,791.36
	SEMI-MONTHLY	2,116.17	2,200.83	2,288.88	2,380.42	2,475.63	2,574.64
	HOURLY	27.13	28.22	29.34	30.52	31.74	33.01
Exhibit Custodian/Fleet Administrator	ANNUAL	49,918.00	51,915.00	53,992.00	56,152.00	58,398.00	60,734.40
	SEMI-MONTHLY	2,079.92	2,163.13	2,249.67	2,339.67	2,433.25	2,530.60
	HOURLY	26.67	27.73	28.84	30.00	31.20	32.44
Court Liaison	ANNUAL	49,313.00	51,285.00	53,336.00	55,469.00	57,688.00	59,995.92
	SEMI-MONTHLY	2,054.71	2,136.88	2,222.33	2,311.21	2,403.67	2,499.83
	HOURLY	26.34	27.40	28.49	29.63	30.82	32.05
Records Management Administrator	ANNUAL	47,396.00	49,292.00	51,264.00	53,315.00	55,448.00	57,666.24
	SEMI-MONTHLY	1,974.83	2,053.83	2,136.00	2,221.46	2,310.33	2,402.76
	HOURLY	25.32	26.33	27.38	28.48	29.62	30.80
CPIC Co-ordinator	ANNUAL	47,396.00	49,292.00	51,264.00	53,315.00	55,448.00	57,666.24
	SEMI-MONTHLY	1,974.83	2,053.83	2,136.00	2,221.46	2,310.33	2,402.76
	HOURLY	25.32	26.33	27.38	28.48	29.62	30.80
Senior Admin Assistant	ANNUAL	47,396.00	49,292.00	51,264.00	53,315.00	55,448.00	57,666.24
	SEMI-MONTHLY	1,974.83	2,053.83	2,136.00	2,221.46	2,310.33	2,402.76
	HOURLY	25.32	26.33	27.38	28.48	29.62	30.80
Photo Enforcement Administrator	ANNUAL	47,396.00	49,292.00	51,264.00	53,315.00	55,448.00	57,666.24
	SEMI-MONTHLY	1,974.83	2,053.83	2,136.00	2,221.46	2,310.33	2,402.76
	HOURLY	25.32	26.33	27.38	28.48	29.62	30.80
Traffic Court Liaison	ANNUAL	47,224.00	49,113.00	51,077.00	53,120.00	55,245.00	57,455.28
	SEMI-MONTHLY	1,967.67	2,046.38	2,128.21	2,213.33	2,301.88	2,393.97
	HOURLY	25.23	26.24	27.28	28.38	29.51	30.69
Photo Enforcement Clerk	ANNUAL	45,390.00	47,206.00	49,094.00	51,058.00	53,100.00	55,224.00
	SEMI-MONTHLY	1,891.25	1,966.92	2,045.58	2,127.42	2,212.50	2,301.00
	HOURLY	24.25	25.22	26.23	27.27	28.37	29.50
Front Counter Clerk	ANNUAL	44,267.00	46,038.00	47,879.00	49,794.00	51,786.00	53,857.68
	SEMI-MONTHLY	1,844.46	1,918.25	1,994.96	2,074.75	2,157.75	2,244.07
	HOURLY	23.65	24.59	25.58	26.60	27.66	28.77
Administrative Assistant	ANNUAL	43,395.00	45,131.00	46,936.00	48,813.00	50,766.00	52,796.64
	SEMI-MONTHLY	1,808.13	1,880.46	1,955.67	2,033.88	2,115.25	2,199.86
	HOURLY	23.18	24.11	25.07	26.08	27.12	28.20
Records Management Clerk	ANNUAL	40,256.00	41,866.00	43,541.00	45,283.00	47,094.00	48,978.00
	SEMI-MONTHLY	1,677.33	1,744.42	1,814.21	1,886.79	1,962.25	2,040.75
	HOURLY	21.50	22.36	23.26	24.19	25.16	26.16
Transcriptionist	ANNUAL	39,090.00	40,654.00	42,280.00	43,971.00	45,730.00	47,559.60
	SEMI-MONTHLY	1,628.75	1,693.92	1,761.67	1,832.13	1,905.42	1,981.65
	HOURLY	20.88	21.72	22.59	23.49	24.43	25.41
CASUAL/TERM POSITIONS							
	HOURLY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Casual Emergency Communications Operator		27.13	28.22	29.34	30.52	31.74	33.01
Casual Municipal Enforcement Officer		18.00					

ARTICLE 35 - TERM OF AGREEMENT

35.01 The term of the Agreement shall be two years, beginning on January 1, 2012 and ending December 31, 2013, and shall continue from year to year thereafter unless either party gives to the other party notice in writing not less than sixty (60) days, nor more than one hundred & twenty (120) days prior to the expiration date, that it desires to propose changes, amendments or its termination.

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

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

CITY OF ST. ALBERT

[Redacted Signature]

Patrick Draper
City Manager

[Redacted Signature]

Doug Gairns
Director of Human Resources

December 12, 2012
Date

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5141

[Redacted Signature]

Clifford Krentz
President, CUPE 5141

[Redacted Signature]

James Yule
Negotiating Committee Member
CUPE 5141

December 17, 2012
Date

MEMORANDUMS OF UNDERSTANDING (2) TO BE INCLUDED IN THIS AGREEMENT:

- Lunch Breaks-Municipal Enforcement Officers
- Employee Driven request for Variable Work schedules

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF ST. ALBERT (CITY)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5141 – RCMP (UNION)

Re: Lunch Breaks-Municipal Enforcement Officers

The parties agree to form a committee consisting of two representatives appointed by the City and two representatives appointed by the Union to investigate and make recommendations related to Municipal Enforcement Officers access to an uninterrupted thirty (30) minutes lunch break. The committee shall meet at the call of either the Union representative or the City representative and shall issue a final report to both parties outlining its findings and any recommendations by June 30, 2013.

Agreed:



CUPE Local 5141 Representative



CUPE Local 5141 Representative

City of St. Albert Representative

City of St. Albert Representative

Date: Dec. 17, 2012

Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF ST. ALBERT (CITY)
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 941 - RCMP (UNION)**

Re: Employee Driven request for Variable Work schedules:


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

- i) Approval of the variable schedule remains at the sole discretion of the supervisor or their designate
- ii) 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.
- iii) Each request for a variable work schedule shall not exceed a period of 12 months.
- iv) The daily hours of work on the proposed schedule may not exceed 12 hours.
- v) The proposed schedule shall not result in increased costs to the Employer with respect to shift differential or overtime premiums.


Agreed:



CUPE Local 941 Representative



The City of St. Albert Representative



CUPE Local 941 Representative

The City of St. Albert Representative

12 Mar 16
Date

March 16, 2012
Date