

COLLECTIVE AGREEMENT

BETWEEN



**CITY OF
FORT SASKATCHEWAN
ALBERTA**

THE CITY OF FORT SASKATCHEWAN

AND



**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 30**

FOR THE PERIOD

JANUARY 1, 2020 TO DECEMBER 31, 2022

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THIS AGREEMENT MADE THIS 9th DAY OF MARCH, 2021 BETWEEN:

**THE CITY OF FORT SASKATCHEWAN
(hereinafter called the "Employer")
Party of the First Part**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 30
(hereinafter called the "Union")
Party of the Second Part**

ARTICLE #1 - PURPOSE

1.01 The purpose of this Agreement is to maintain a harmonious and cooperative relationship between the Employer and the employees covered by this Agreement.

1.02 To provide an amicable method of settling differences or grievances, which may arise between the Employer, the employees and/or the Union.

1.03 To promote the mutual interest of the Employer and the employees.

ARTICLE #2 - RECOGNITION

2.01 "Code" means the Labour Relations Code of the Province of Alberta.

2.02 The Employer recognizes the Canadian Union of Public Employees Local 30 as the sole bargaining agent for the employees covered by this Agreement as described in the Certificate No. 140-2008 issued by the Labour Relations Board and amended thereto.

2.03 No employee shall be asked to make a written or verbal agreement covering hours of work, wages, or other conditions, unless stipulated in the Collective Agreement, during the life of this Agreement, except as may be approved by the Union.

2.04 The Employer agrees not to bargain collectively with any other organization affecting employees covered by this Agreement.

2.05 The Union will inform the Employer in writing the names of all Officers and Committee members of the Union. Similarly, the Employer will advise the Union the names of its Administrative Officers as well as its supervisory or other personnel with whom the Union may be required to transact business.

2.06 All correspondence arising out of the Collective Agreement, or incidental thereto, shall pass between the People Services Representative and the C.U.P.E. Local 30 Representative and any individual employee named in such correspondence.

ARTICLE #3 - DEFINITIONS

3.01 "Employer" shall mean the City of Fort Saskatchewan, or such employee designated to carry out administrative duties in respect of the operation and management of the City.

3.02 "Union" shall mean the Canadian Union of Public Employees Local 30 which is party to this Collective Agreement.

3.03 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. Words used in the singular may also apply in the plural.

3.04 "Position" shall mean the duties, accountabilities and requirements of a job as set out by the City of Fort Saskatchewan.

3.05 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer, and defined as follows:

- a) "Permanent Full-time employee" is one who has completed the probationary period and who is employed to work the full prescribed hours of that position, on a full-time basis, on regularly scheduled shifts.
- b) "Permanent Part-time employee" is one who has completed the probationary period and who is employed to work a minimum of fifteen (15) hours per week but less than the full prescribed hours of that position.
- c) Permanent employees may be assigned to work in permanent or non-permanent positions, or may request to work in non-permanent positions, and if assigned to non-permanent positions, the permanent employees will continue to maintain permanent status.

- d) "Probationary employees" are newly hired permanent employees considered on probation for a maximum period of three (3) months from the date of hiring. During the probationary period, new employees shall be advised of their progress and shall be entitled to all rights and privileges of this Agreement except with the respect to discharge. The employment of such employees may be terminated at any time during the period of three (3) months without recourse to the grievance procedure. After completion of the probation period, seniority shall be effective from the original date of employment. (Refer to Article 24.07 for progression from Start Rate to Job Rate.)
- e) A "Temporary employee" is a non-permanent employee who is hired on a temporary basis for a specific purpose and a specific period of time.
- f) A "Casual employee" is a non-permanent employee who is hired to meet a variety of operating requirements and typically works less than the full and part time prescribed hours of the position, or in situations of continuous assignments working fifteen (15) hours a week or more, are normally less than thirty (30) calendar days.

3.06 PERMANENT PART-TIME:

- a) Permanent part-time employees shall be paid overtime in accordance with Article 16 (Hours of work), Article 17 (Overtime).
- b) All hours worked on Statutory holidays will be paid at two (2) times the regular hourly rate.
- c) Permanent part-time employees shall accrue sick leave credits at the rate of 2.25% of regular earnings. Once a permanent part-time employee has obtained the equivalent hours of one (1) year's full-time service [(1950) hours based on a 7.5 hour day or 2080 hours based on an 8 hour day)] the permanent part-time employee shall earn sick leave credits at a rate of 6.75% of regular earnings.
- d) Permanent part-time employees shall be paid, in addition to their basic rate, the following percentage of their regular earnings in lieu of vacation and statutory holidays:
 - i. During the first 2 years 9%
 - ii. During the 3rd year up to and including the 8th year - 11%.
 - iii. During the 9th year up to and including the 17th year - 12%.
 - iv. During the 18th year up to and including the 30th year - 14%.
 - v. During the 31st year and beyond - 16%.
- e) Permanent part-time employees shall receive their vacation/statutory holiday pay referred to in Article 3.06 d) on the last pay day prior to their taking vacation entitlement, provided they give the Employer two (2) weeks' notice in writing requesting same. Any remaining vacation credits will be paid out on the first pay day following the end of the calendar year. The permanent part-time employee may request in writing to their immediate supervisor to carry over up to one (1) year's vacation credits. Permanent part-time employees are required to take vacation entitlement subject to the minimum established in the Employment Standards Code.
- f) Permanent part-time employees may be offered additional shifts or hours. The employee shall have the option of working the offered shift at the regular rate of pay up to the maximum equivalent of full-time hours of work in their classification without overtime, or refusing the work. If the situation is such that the Employer requires the employee to work, overtime rates shall apply.

- g) Permanent part-time employees who are required to work beyond their regular shift or a non-scheduled shift without sufficient notice will be paid overtime in accordance with Article 17 (overtime).
- h) Permanent part-time employees shall not be entitled to benefits provided in the Articles covering Statutory Holidays and Vacation.

3.07 CASUAL:

- a) Casual employees will not be used to avoid filling an existing vacancy, nor shall they be used to avoid the filling of a newly created position.
- b) Casual employees shall be paid overtime in accordance with Article 16 (Hours of work) and Article 17 (Overtime).
- c) Casual employees may be offered additional shifts or hours. The employee shall have the option of working the offered shift at the regular rate of pay up to the maximum equivalent of full-time hours of work in their classification without overtime, or refusing the work. All hours worked on Statutory holidays will be paid at two (2) times the regular hourly rate.
- d) Casual employees shall be paid nine (9) percent of their regular earnings in lieu of vacation and statutory holidays.
- e) Casual employees shall be paid their vacation pay as it is earned.
- f) Casual employees are required to take vacation entitlement subject to the minimum established in the Employment Standards Code.
- g) A Casual employee shall not be entitled to Article 18 - Statutory Holidays, Article 19 - Vacation, Article 21 - Sick Leave, Article 23 - Benefits, Article 20 - Leave of Absence, Article 13 - Seniority and Article 15 Lay-off and Recall.
- h) Disputes arising from termination and performance evaluations shall proceed in compliance with the grievance process with the final step being Step 4. The City Manager's decision shall be final and binding on the parties.
- i) A casual employee that works a minimum of 15 hours a week for 46 weeks in a one year period shall move from Casual to Permanent Part Time without a competition.

3.08 TEMPORARY:

- a) Except as stated in this article, the provisions of this Collective Agreement shall apply to temporary employees.
 - i. Temporary employees may be employed to work in either permanent (i.e., in the case of maternity replacement) or non-permanent positions (i.e., in the case of seasonal positions).
 - ii. Temporary employees may be employed to work in permanent or non-permanent positions ranging from thirty (30) calendar days to twelve (12) months (except in those instances of Maternity or Long Term Disability Leave which would be twenty-four (24) months.) Temporary employees shall not be used to avoid filling vacant permanent positions, nor shall they be used to avoid the filling of newly created permanent positions.
 - iii. If a temporary position extends beyond twelve (12) months (except in those instances of Maternity or Eligible Long Term Disability Leave which would be twenty-four (24) months), the position will become a permanent position and the temporary employee shall be granted the position without a job posting.
 - iv. Disputes arising from termination and performance evaluations shall proceed in compliance with the grievance process with the final step being Step 4. The City Manager's decision shall be final and binding on the parties. For clarification purposes, this Clause does not apply to permanent status employees working in non-permanent positions.
 - v. Seniority for Temporary employees applies only as outlined in Article 13 Seniority.
 - vi. Lay-off and Recall rights shall not apply as per Clause 3.08 d).
 - vii. Vacation Pay: Temporary employees shall earn vacation pay as per the Alberta Employment Standards Code, and shall be paid their vacation as it is earned. Article 19 will not apply.

- viii. Leave and Absences: all time away from work is to be approved by the employee's immediate supervisor in writing at least one week in advance of the leave. With exception of Bereavement Leave Article 20.02, where the supervisor may exercise discretion, all leaves of absence shall be without pay.
 - ix. Sick Leave: All sick leaves shall be without pay. Article 21.04 may apply.
 - x. Workers' Compensation: A non-permanent employee prevented from performing their regular work, with the Employer, due to an occupational accident, that is covered by the Workers' Compensation Act shall be paid only by the Workers' Compensation Board.
 - xi. Benefits: Article 23 is not applicable to non-permanent employees.
- b) A Temporary employee hired to function in an existing classification shall be compensated as per Schedule "A" - Wage Rates. If hired to function in a new classification and/or under a government funding program, the Employer shall determine the compensation rate. Should the new classification be for a term of employment in excess of six (6) months, the wage rate shall be determined by Article 28.02.
 - c) Temporary employees may be terminated at any time during the term of their employment provided they are given one (1) weeks' notice of termination or pay in lieu of notice.
 - d) The City agrees to forward for the Union's review, applications for all Federal or Provincial employment grant programs prior to submittal. As per Article 3.08 b) Employees hired to function in a new classification and/or under a government funding program, the Employer shall determine the compensation rate. Employees engaged under an employment program will not displace or replace existing employees or employees on lay-off. A letter of concurrence from the Union is required, agreeing that the student(s) or participant(s) can work for the City.

ARTICLE #4 – DISCRIMINATION AND RESPECTFUL WORKPLACE

4.01 The Employer and the Union agree that there should be no discrimination by reason of race, age, colour, ancestry, place of origin, religious beliefs, political affiliation or activity, source of income, sexual orientation, gender, gender identity, gender expression, marital status, family status, physical or mental disability, nor by reason of membership, non-membership or activity in the Union.

4.02 The Employer, Union and Employees are committed to having a safe and respectful workplace. The parties recognize that the Employer has issued a Respectful Workplace Policy and agree to cooperate in ensuring the Employees are able to conduct their responsibilities in a dignified and professional working environment, free from discrimination, workplace harassment, personal harassment and workplace conflict. Please refer to the City of Fort Saskatchewan policies on the City's intranet.

4.03 Nothing in this article prevents and employee from filing a complaint under the appropriate legislation or a Grievance under Article 10.

ARTICLE #5 - UNION SECURITY

5.01 The parties agree to participate in a consultation process concerning the contracting out of work otherwise performed by employees within the jurisdiction of C.U.P.E. Local 30 where the work has been performed in-house, in whole or in part, in the recent past, presently or where work is being considered for future contracting. The purpose of such consultation will be to share information such as labour, equipment, administration and overhead costs, the reason(s) for contracting out; and to review Union suggestions with respect to these decisions. Meetings involving appropriate Employer representatives and up to two Union representatives will be conducted as agreed between the parties. The Employer agrees to provide the Union with reasonable opportunity to present alternatives to contracting out prior to implementation. Consistent with the Employer's commitment to the development of their employees, the Company agrees to consider appropriate re-training or re-deployment opportunities for employees negatively affected by technological change, layoff or contracting out. The Employer agrees not to make any contracts for services for work performed if such contracts will result in a reduction in the permanent staff. In the event that a permanent employee is displaced as a result of contracting out the work, Article 15 will apply.

5.02 Work shall not be performed by supervisory personnel when qualified employees within the bargaining unit are available, except for the purposes of training.

5.03 Upon approval of the Department General Manager or their designate, representatives of the Union shall be allowed access to areas where employees within the scope of this Agreement are working, provided said representatives inform the Department General Manager or their designate of the reason for access and such access does not interfere with the regular operation of the department or section thereof. Upon arrival to some worksites, the representative of the Union may be subject to an area briefing; identifying hazards, controls and protocols in place. If personal protective equipment (PPE) is required in the area to be accessed, proper PPE will be supplied and donned by the representative of the Union at all times while in the required areas.

*Some area access will be prohibited without the proper qualifications, such as confined spaces. If entry is requested current certifications and proof of personal WCB coverage will be required to participate in pre/post entry planning and meetings.

ARTICLE #6 - CHECK-OFF OF UNION DUES

6.01 The Employer agrees to deduct from the wages of all employees covered by this Agreement. Union dues shall be decided by the Union, subject to the provision that the Union shall specify the dues' deduction desired in terms of either a standard formula or a standard dollar value which is to be deducted from all employees. Where the Union indicates an alteration of the dues' structure is required, the Union shall provide written notice to the Employer of the alterations desired not less than sixty (60) days prior to the desired implementation date. Deductions shall commence with the first pay period and shall be forwarded to the Union within five (5) working days following each pay date, together with a list of employees from whom deductions have been made.

6.02 The Employer shall provide the Union with the following information regarding employees in positions that fall within the Union's jurisdiction:

- i. a list of employee names, telephone numbers, e-mail addresses and addresses, twice a year upon request given 3 weeks' notice is provided;
- ii. a monthly list indicating promotions, demotions, hiring, lay-off, transfers, recalls, resignations, retirements, deaths and other termination of employment;
- iii. a list of eligible retiring employees and current year retirement dates, where known, in December of each year. This information is provided with the mutual understanding that the Union will use such personal information for the express purpose of carrying out the Union's responsibilities as the exclusive agent of employees covered by this Agreement, as these responsibilities relate to their members' employment relationship with the City of Fort Saskatchewan. The Union shall take all reasonable steps to store and manage this information to prevent its use in a way that is not authorized by this collective agreement and/or applicable privacy legislation.

6.03 The Union shall inform the Employer in writing as to the names and addresses of its officers, negotiating committee members, shop stewards and any other persons who are authorized representatives of the Union in matters which are appropriate under the provisions of this Agreement. The Union shall also inform the Employer in writing of any changes to such list on receipt of same by the Union.

6.04 The Employer will note the individual Union dues deducted and enter the amount on T-4 slips issued for Income Tax purposes.

ARTICLE #7 - NEW EMPLOYEES

7.01 The Employer agrees to advise employees that a Union Agreement is in effect and to provide to its newly hired employees a package provided by the Union identifying the Local and its Officers, and a copy of the current Collective Agreement, as provided by the employer.

ARTICLE #8 - RELATIONSHIP

8.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of management and to direct the working forces subject to the terms of this Agreement.

8.02 All employees shall be required to give notice of resignation where possible, in writing, to their immediate supervisor two (2) weeks prior to their last working day.

ARTICLE #9 - UNION COMMITTEES AND STEWARDS

9.01 The Employer and the Union agree to establish a Working Relationship Committee to discuss matters of mutual concern. The Committee shall consist up to five (5) employer representatives and up to six (6) Union representatives. Meetings shall be by mutual consent of the parties.

9.02 The Committee shall determine its own procedures and the method of recording the proceeding.

ARTICLE #10 - GRIEVANCE PROCEDURES

10.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

10.02 The time limits specified in this Article shall not include Statutory Holidays, Saturdays or Sundays. The time limits may be extended by the consent of both parties in writing.

10.03

- STEP 1:** An employee who believes they have a grievance shall first discuss the matter with their immediate supervisor within ten (10) working days of the date the alleged grievance occurred. The employees shall have the right to be accompanied by an officer of the Union while discussing the matter with their immediate supervisor. A sincere attempt will be made by both parties to resolve the dispute at that level. The immediate supervisor shall advise the employee of their decision, in writing, within ten (10) working days of the date the matter was discussed.
- STEP 2:** If the dispute is not settled at Step 1, the grievor will submit the grievance in writing to the Director within ten (10) working days of the date they received the written decision from the immediate supervisor. A meeting between the parties may take place, in an attempt to resolve the matter, with the decision of the Director being rendered in writing within ten (10) working days from the receipt of the grievance at this step.
- STEP 3:** If the dispute is not settled at Step 2, the grievor shall submit the dispute in writing to the City Manager within ten (10) working days of the date they received the decision from the Director. A meeting of the parties may take place, in an attempt to resolve the matter, with the decision of the City Manager being rendered in writing within ten (10) working days following receipt of the grievance at this Step.
- STEP 4:** Failing settlement at Step 3, and within thirty (30) working days of the date of receipt of the written decision from the City Manager, the grievor may submit the grievance to arbitration.

10.04 The Union shall be entitled to the services of a representative of the parent organization at any time during the grievance procedure.

10.05 The Employer shall be entitled to use the services of a legal representative at any time during the grievance procedure.

10.06 Where a dispute involving a question of general application or interpretation occurs, a policy grievance may be filed at Step 3.

ARTICLE #11 - ARBITRATION

11.01 Any grievance that has been processed through all steps of the Grievance Procedure and is in accordance with the time limits specified may be referred to a Board of Arbitration as hereafter outlined.

11.02 The time limits specified in this Article shall not include Statutory Holidays, Saturdays or Sundays. The time limits may be extended by the consent of both parties in writing.

11.03 If a satisfactory settlement has not been reached within ten (10) days of receipt of the decision of the City Manager with respect to the grievance, the Union may request the formation of a Board of Arbitration, by notifying the other party in writing of its desire to arbitrate, at the same time submitting the name of the person nominated by them to be their appointee on the Board.

11.04 Within ten (10) days the party receiving the above notice shall notify the above appointee and the other party of its appointee to the Board. Failure to name an appointee shall mean the other party will request the Minister of Labour to appoint a chairperson and an appointee.

11.05 The two (2) appointees so selected shall, within a period of fifteen (15) days select a third person to act as Chairperson or if the appointees fail to agree on a third person to act as Chairperson within the fifteen (15) days the appointment shall be made by the Minister of Labour upon the request of either the Employer or Union.

11.06 The Arbitration Board shall hear and determine the difference and shall issue an Award in writing. The decision of the Board is final and binding upon the parties and upon any employee affected by it. The decision of a majority of the Board members is the award of the Arbitration Board, but if there is not a majority, the decision of the Chairman governs and it shall be deemed to be the Award of the Board.

11.07 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two parties shall bear equally the expenses of the Chairman.

11.08 The Arbitration Board:

- i. shall have jurisdiction to determine whether the grievance presents an arbitral issue;
- ii. is limited in its jurisdiction to dealing only with the matters specifically raised in the grievance.

11.09 Where the Board decides that an employee has been suspended or dismissed unjustly, the Arbitration Board:

- i. may direct the Employer to reinstate the employee and pay to the employee a sum equal to their wage loss by reason of their suspension or dismissal, or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable;
- ii. may make such other directives varying the penalty as it considers fair and reasonable having due regard to the terms of the Collective Agreement.

ARTICLE #12 - DISCIPLINE, SUSPENSION AND DISCHARGE

12.01 Whenever the Employer deems it may be necessary to discipline an employee in a manner indicating that suspension or dismissal may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) days of becoming aware of the infraction and/or substandard performance, give written particulars on a Notice of Investigation form detailing the possible discipline to the employee involved with a copy to the Union. The employee's reply to such investigation will be included on or attached to the Notice of Investigation form and become part of the record. Upon completion of the investigation, should a written discipline be deemed necessary, a letter detailing the particulars will be provided to the employee and the Union. Should it be requested, a meeting with the employee, supervisor, Director of People Services and Union Representative will take place. A Notice of Investigation form is not discipline.

12.02 Documented verbal conversations and written counseling/coaching letters related to performance or comprehension shall be deemed void, for the purpose of supporting discipline after an employee has maintained a clear record with no infractions for twelve (12) months of active employment. If so requested, the employee may receive a copy of such documentation.

Disciplinary action shall be deemed void for the purpose of supporting future discipline after an employee has maintained a clear record with no infractions for (24) twenty-four months of active employment.

12.03 The Employer may discipline or dismiss an employee for just cause.

12.04 An employee with reasonable notice to the Employer may review their personnel file.

12.05 Where People Services intends to interview an employee for disciplinary purposes that may culminate in a written disciplinary record to be acknowledged by the employee, People Services will notify the employee in advance of the interview and shall advise the employee of their right to Union representation for such meetings with the Employer.

ARTICLE #13 - SENIORITY

13.01 Seniority is defined as the length of continuous service with the Employer within the bargaining Unit, including temporary assignments outside the Bargaining Unit. Accrual of seniority as addressed in this Agreement shall apply to all permanent full-time and permanent part-time employees. Temporary and Casual employees who, while in the employ of the Employer and who are the successful applicant for a permanent position as per Article 14, shall have their seniority as a temporary employee and/or a Casual employee credited back to their original start date with the Employer, if the break in service was for a period of less than (12) months.

13.02 The Employer shall maintain a seniority list for all employees covered by this Agreement showing the date upon which an employee's service commenced and their classification. An up-to-date seniority list shall be sent to the Union and posted on the Staff Intranet in January and July.

13.03 LOSS OF SENIORITY:

- a) An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- b) An employee shall only lose seniority in the event the employee:
 - i. is discharged for just cause and not reinstated;
 - ii. resigns;
 - iii. is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
 - iv. fails to return to work within ten (10) 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 Employer informed of their current address;
 - v. is laid off for a period longer than one (1) year.

ARTICLE #14 - PROMOTION AND STAFF CHANGES

14.01

- a) The Employer shall notify the Local and post notices of any vacancy and new positions within the bargaining unit for not less than seven (7) calendar days except as provided in the following articles 14.01 b), 14.01 c) and 14.01 d).
- b) Appointments may be made by mutual agreement between the Union and the Employer without posting.
- c) The Employer shall have the right to fill vacancies which result from reversions, resignations and terminations of employment during the first sixty (60) days of employment or trial terms from among the original applicants without posting such vacancies.
- d) Where the conditions of the service indicate that a position is required to be filled immediately, such position may be temporarily filled by appointment for a period not in excess of ninety (90) calendar days.
- e) The employer may prepare and maintain an open posting for entry level positions.

14.02 In the event that the Employer creates a new classification, the rate of wages shall be tentatively established and the job shall be posted as outlined in Article 14.01. The Employer shall notify the Union and open negotiations for wage rates and working conditions of such new classification. If agreement cannot be reached, the rate of wages shall be determined by an Arbitration Board and such decision shall be binding on both parties. (Note: This provides for a clear linkage to Article 28.04: Creation of New Classification Descriptions.)

14.03 INFORMATION ON POSTING:

Posting shall contain Nature of position, required knowledge and education, ability and skills, shift and negotiated rate of pay.

14.04 PROMOTIONS AND TRANSFERS:

The Employer, in making promotions and transfers, shall make such decisions on qualifications, experience and abilities. Where two or more applicants are relatively qualified to fulfill the duties of the position, seniority shall be the deciding factor. The Employer agrees to give first consideration to internal candidates.

14.05 TRIAL PERIOD:

The successful internal applicant shall be placed in the position for a trial period of thirty (30) calendar days. The immediate supervisor may extend that trial period for an additional thirty (30) calendar days if necessary, the reason(s) for the extension will be provided to the employee with a copy to the Union. When the employee successfully completes the required trial period, the promotion shall become permanent. In the event the employee proves unsatisfactory or desires to return to their former position, they shall be returned immediately to their former position and wage rate without loss of seniority. Notice to immediately return to former position must be provided by either party within the Trial Period. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position without loss of seniority. The successful internal applicant who has not yet completed their probation period at the conclusion of the trial period will still be required to successfully complete the required three (3) month probation period prior to the promotion becoming permanent.

ARTICLE #15 - LAY-OFF AND RECALLS

15.01 In the event of a lay off employees shall be laid off in accordance with the following procedure.

15.02 Where the layoff period is less than two (2) weeks, this Article shall not apply.

15.03 Permanent employees who have successfully completed the required probationary period and who are to be laid off shall be provided with notice or pay in lieu as follows:

- i. 1 week for every year of service if employed for less than 10 years.
- ii. 2 weeks for every year of service if employed for 10 years or more.

15.04 When a layoff is deemed necessary by the Employer, the Employer shall determine the classification and the department of the position(s) to be laid off.

15.05

- a) A permanent employee removed from a classification for the purpose of layoff may, at their option, revert to a position within a classification the employee was promoted from in accordance with and subject to:
- i. The employee being able to perform the duties of the position.
 - ii. The position is within the jurisdiction of the Union.
 - iii. The position to which they are reverting will not knowingly be deleted within thirty (30) calendar days.
 - iv. Employees will only be permitted to exercise reversion privileges within the Department to which they are assigned at the time of the staff reduction.
- b) A permanent employee who is not eligible to revert to a former position shall be eligible to bump a permanent, or non-permanent employee in an entry level position accordance with and subject to:
- i. The employee being able to perform the duties of the position.
 - ii. The position is within the jurisdiction of the Union.
 - iii. The position to which they are reverting will not knowingly be deleted within thirty (30) calendar days.
- c) Those classifications considered entry level are as listed below or any others by mutual agreement between the Union and the Employer:
Clerk I, Labourer I, Customer Service Representative (CSR), Program Assistant, Custodian, Facility Attendant.
- d) A permanent employee removed from a classification for the purposes of layoff that is not eligible or elects not to revert or bump to a position shall be laid off.

15.06 Once the layoff position(s) have been identified as per Article 15.04, the least senior person(s) in that classification and department will be laid off.

15.07 If the classification and department contains both permanent full-time and permanent part-time employees, the Employer shall determine the number of permanent full-time employees and the number of permanent part-time employees to be laid off. Then Article 15.06 shall apply separately to permanent full-time and permanent part-time employees.

15.08 RECALL:

- i. Employees shall be recalled in the order of seniority within the classification, from which they were laid off.
- ii. Notice of recall shall be by registered mail. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- iii. An employee shall return to work within ten (10) calendar days of receipt of recall notice. Failure to do so shall be considered as a resignation.

15.09 Where the Employer introduces significant technological changes and deems that such changes impact employees, the Employer will provide appropriate training or retraining.

15.10 Where an employee is unable or unwilling to adapt to such technological change, the employee may elect to take additional training or retraining with approval of the Employer or to take a voluntary withdrawal status.

15.11 A voluntary withdrawal status shall consist of one three (3) month period where the Employer will endeavor to place the employee in any appropriate vacant position while the employee continues to work in their current position. Such appointment will not be subject to Article 14. If such an appointment is at a lower rate of pay, the employee will continue to receive their former rate for the first three (3) months at the end of which time, they will receive the rate of pay for the new classification. If the Employer is unable to place the employee, or if the employee refuses all placements, they shall be deemed to have resigned. However for the purposes of this Article only, they shall receive compensation as per Article 15.12.

15.12 An employee who elects to receive compensation through the provisions of Article 15.11, shall be compensated with notice or pay as provided for in Clause 15.03.

15.13 If the choice is training or retraining as per Article 15.10, upon completion of such training the employee will be expected to perform to the new standard. If the employee does not achieve the standard, they will be offered voluntary withdrawal and Articles 15.11 and 15.12 will apply. If the employee chooses not to access voluntary withdrawal, they will be laid off.

ARTICLE #16 - HOURS OF WORK

16.01 Hours of Work; as applies to the following Classification Titles:

Clerk I	Accounting Clerk I	Police Clerk
Clerk II	Accounting Clerk II	Senior Police Clerk
Clerk III	Accounting Clerk III	Community Peace Officer, L1
Senior Community Peace Officer, L1	Program Assistant	
Customer Services Representative (CSR)	Child Minding Attendant	

and any other position that may be designated by mutual agreement.

16.02

a) A shift may be any seven and one half (7.5) hours averaging seventy-five (75) hours biweekly excluding a one (1) hour lunch period. A regular shift shall be 0800 to 1630 hours, Monday to Friday.

b) POLICE CLERK, SENIOR POLICE CLERK:

- i. Shift Workers: a regular shift shall be a maximum of ten (10) hours on a rotating twenty-four (24) hour schedule inclusive of a twenty (20) minute paid lunch period, to be taken on-site, averaging 1950 hours annually.
- ii. Week-day shifts shall be up to nine (9) hours averaging 1950 hours annually including a 30 minute unpaid lunch period.

c) COMMUNITY PEACE OFFICER, SENIOR COMMUNITY PEACE OFFICER:

A shift may be a maximum of ten (10) hours on a rotating twenty-four (24) hour schedule inclusive of a one (1) hour unpaid lunch period averaging approximately 1950 hours annually. A regular shift may include Saturday and/or Sunday.

d) CUSTOMER SERVICE REPRESENTATIVE (CSR) AND PROGRAM ASSISTANT:

A shift may be any seven and one half (7.5) hour period averaging seventy-five (75) hours bi-weekly excluding a one (1) hour unpaid lunch period. A regular shift may include Saturday and/or Sunday.

16.03(a) ALL NON OFFICE STAFF SHALL MEAN:

Foreman	Operator I
Utilities Foreman	Operator II
Labourer I	Operator III
Labourer II	Utility Operator II
Heavy Equipment Technician	Utility Operator III
Automotive Services Technician	Head Instructor/Guard
Instructor/Guard	Instructor
Clerk III (Aquatics)	Custodial Foreman
Apprentice Auto Services Technician	Head Custodian
Shell Theatre Lobby Bartender	Custodian
Facility Attendant	Home Support Aide
DCC Head Custodian	Transfer Station Attend.

and any other position that may be designated by mutual agreement.

A shift may be any eight (8) hours averaging eighty (80) hours biweekly. A regular shift shall be 0800 to 1600 hours. The Employer shall endeavor to avoid scheduling Sunday work for those employees who traditionally were not required to work on Sunday.

Summer/Winter and Winter/Summer Shift Schedule:

Hours worked in a pay period prior to and after seasonal shifts will be an average of hours in the two pay periods containing the summer/winter and winter/summer schedule change to ensure each period has the full hours designated for that position (as per letter of intent dated December 17th, 2001).

(b) PART-TIME CUSTOMER SERVICE REPRESENTATIVES, INSTRUCTORS, INSTRUCTOR/GUARDS, AQUAFITNESS INSTRUCTORS, SPECIALIZED INSTRUCTORS, PROGRAM ASSISTANTS, POLICE CLERK AND CUSTODIANS ONLY:

For part-time employees a shift may be up to ten (10) hours.

(c) OPERATOR II:

Shifts may be extended to a maximum of twelve (12) hours and there may be a requirement for variable length shifts.

(d) **TRANSFER STATION ATTENDANT:**

A regular shift shall be a maximum of 10 hours per day on a schedule averaging eight (80) hours bi-weekly. Any time worked in excess of the scheduled hours for the day shall be considered overtime and compensated in accordance with the Collective Agreement.

16.04 Lunch period for the employees in 16.02 a), b), c) may be one half (1/2) hour with the mutual agreement between the Employer and the employee.

16.05 Upon mutual agreement between the Employer and the employees, a compressed work week schedule may be implemented in a work area. Where a compressed work week schedule does not comply with this Agreement, then any changes shall be by mutual agreement with the Union. Such agreement shall not be unreasonably withheld.

16.06 If an employee reports for any scheduled shift and is sent home before they are able to complete two (2) hours of work, they shall be paid the greater of two (2) hours at their regular rate of pay or the minimum of three hours at the Labour Standards minimum rate of pay, unless the employee is sick and unable to work of their own volition.

16.07 There shall be no split shifts for full-time employees.

16.08

- a) All full-time employees shall be permitted a fifteen (15) minute rest period both in the first half and second half of the shift, provided this time is spent at the point of work being carried out.
- b) All full-time non-office staff are entitled to a paid twenty (20) minute lunch break to be taken at the location where work is being carried out or the nearest City or public location where washroom facilities are accessible.
- c) All part-time employees working a shift of 5 hours or longer shall be permitted a 30 minute paid rest break. If agreed to by the employer, the breaks can be taken in two, 15 minute breaks.

16.09

- a) Employees shall not be required to change from one shift to another shift without at least eight (8) hours of rest between shifts
- b) A full-time employee in Aquatics shall not be required to change from one shift to another shift without at least ten (10) hours of rest between shifts.
- c) With respect to the requirement that any employee's hours of work must be confined within a period of 12 consecutive hours in any one work day pursuant to Section 16 of the Employment Standards Code, the City and the Union agree that an employee's hours of work may be extended beyond the stipulated 12 consecutive hours in the following circumstances:
 - i. Split shifts on in-service days conducted at Harbour Pool; AND
 - ii. Split shifts arising from approved shift exchanges between staff.

16.10 Permanent shifts shall be scheduled on a rotating basis and may include evenings and week-ends.

16.11

- a) In areas of the City's operations that are affected by public bookings, inspection services, public complaints and Enforcement, schedules are posted six (6) days in advance and an employee shall receive forty-eight (48) hours' notice of a shift change.
- b) In other areas of the City's operations, schedules are posted two (2) weeks in advance; a change of shift shall require one weeks' notice.
- c) Except in the case of emergency work to be done to machinery or plant or in case of unforeseeable or unpredictable circumstances, if the employee concerned has not had sufficient rest as per Article 16.09, or has not received sufficient notice as per Article 16.11 a) or 16.11 b), the first shift worked after the change shall be at two (2) times the employee's regular rate of pay. This shall not apply to shifts offered as per Article 3.06 f) and 3.06 g).
- d) An employee may exchange a scheduled shift with another employee subject to obtaining written agreement with the other employee and the supervisor's written approval twenty-four (24) hours in advance of the requested change. Any overtime or shift bonus pay normally applicable to the shift will only apply to the employee working that shift.

16.12

- a) Shift schedules for full-time employees shall provide for at least two (2) consecutive days of rest.

- b) Shifts schedules for part-time and casual employees shall provide for at least two (2) consecutive days of rest if so requested by the employees involved, where possible.

16.13 Where scheduled hours are to be changed so that they are different from those specified above, the Employer will consult in advance with the Union on such hours of work.

16.14 All employees, except Pool staff, shall notify their immediate supervisor personally when possible at least one (1) hour prior to the commencement of their regular scheduled shift, of their reason for absence. Pool staff shall notify their immediate supervisor at least two (2) hours prior to the commencement of their regular scheduled shift, of their reason for absence. If extenuating circumstances make this impossible, a doctor's certificate may be required.

ARTICLE #17 – OVERTIME

17.01 Overtime is all time authorized by the Employer and worked by the employee in excess of their regular hours of work as defined in the Hours of Work Article.

17.02 The overtime rate shall be at the rate of two (2) times the regular rate of pay. Employees will be notified of the requirement to work overtime and an estimate of how much overtime will be required with as much notice as possible.

17.03 Employees working in excess of two (2) hours beyond the end of a normal shift require a break to ensure performance, health and safety are not compromised. A break of thirty (30) minutes and a meal shall be provided without loss of pay should the employee be required to work more than two (2) hours over their regular shift. Reimbursement for the cost of the meal is not to exceed the Government of Alberta meal allowance rates. The break will not be added to the end of the overtime period as it is intended to provide a rest period and sustenance to enable an employee to continue to perform at an appropriate level.

17.04 All call-out time shall be for the purpose of performing emergency work only. A minimum of three (3) hours will be paid in the event the emergency work can be performed in three (3) hours or less. Any emergency work of more than three (3) hours shall be paid on the basis of the hours worked. Should a second or subsequent call-out occur and be completed within the three (3) hours of the first call-out, it shall be considered one call-out.

17.05 Time Off In Lieu:

An employee may take time off in lieu of accumulated overtime to a maximum of eighty (80) hours per year, providing such time is allocated based on operational requirements. All banked overtime, accumulated and not used as of pay period #24 cut-off of each year, shall automatically be paid to the employee in PP#25. Under extenuating circumstances, an employee may apply to their supervisor to carry forward up to forty (40) hours to the following year. The request will not be unreasonably denied.

17.06 Requests for use of Time Off In Lieu shall be submitted through Worktec or HRISMyWay no less than two (2) weeks prior to the commencement of the Time Off In Lieu.

ARTICLE #18 - STATUTORY HOLIDAYS

18.01

- a) Permanent Full-Time and Temporary Employees shall be entitled to a day off with pay on or for the following statutory holidays:

New Year's Day, Canada Day, Thanksgiving Day, Good Friday, Christmas Day, Easter Monday, Boxing Day, Remembrance Day, Family Day, Victoria Day, Labour Day, Civic Holiday (1st Monday in August) and any other day proclaimed a holiday by the Federal and Provincial governments, and the City of Fort Saskatchewan Council.

- b) The Employer and the Union may agree from time to time to change the date on which the statutory holiday is observed.
- c) Should any of the above named statutory holidays be deleted by the Provincial or Federal Government, it shall be deleted from this Collective Agreement, provided that notice is given to the Union.

18.02 Two (2) times shall be paid for all hours of work done on Statutory Holidays or declared holidays, in addition to payment covered by Article 18.01. If the employee wishes to bank the overtime for which they are entitled, it will be added to their overtime bank and article 17.05, Time off in Lieu will apply.

18.03 If an employee is absent on their scheduled working day immediately prior to or following the Statutory Holiday, no payment shall be made for the Statutory Holiday unless the absence is covered by a medical certificate or an authorized leave of absence.

18.04 If a Statutory Holiday or declared holiday falls or is observed during an employee's vacation period, they shall be allowed an additional day's vacation with regular pay.

18.05 Holiday pay is defined as being equivalent to a regular working day's pay at the employee's classification as designated on the payroll classification page.

18.06 Employees shall bank or receive an alternate day off with pay when a Statutory Holiday falls on a day that would otherwise be an employee's regular scheduled day of rest. If the employee wishes to bank the day for which they are entitled, it will be added to their overtime bank and Article 17.05 Time off in Lieu will apply.

18.07 Requests for leave on religious holidays will be considered, provided two (2) weeks' notice of the request is given. Where a request for leave on a religious holiday is approved, an employee shall utilize banked time or vacation time to cover the loss of pay. Where an employee's banked time is deficient, Article 20.11 a) shall apply.

ARTICLE #19 - VACATIONS

19.01

- a) An employee shall earn entitlement to vacation for continuous service with regular pay in accordance with the following schedule:
 - i. During the first six (6) years earn credits at the rate of 1.25 days per month or 15 days/year. (6% of regular pay)
 - ii. During the seventh (7th) year, up to and including the fourteenth (14th) year, at the rate of 1.66 days per month or 20 days/year. (8% of regular pay)
 - iii. During the fifteenth (15th) year, up to and including the twenty-fourth (24th) year, at the rate of 2.08 days per month or 25 days/year. (10% of regular pay)
 - iv. During the twenty-fifth (25th) and subsequent years of employment, at the rate of 2.5 days per month or 30 days/year. (12% of regular pay)
- b) Entitlements shall be calculated from the date the employee commenced their continuous service. Employees are entitled to utilize their vacation credits to the extent it has been earned. Employees may be advanced vacation credits, if authorized by the Director to a maximum of the credits that would be earned by December 31st of that year. If the employee's employment is terminated prior to earning any vacation credits that have been advanced, the employee will reimburse the City for the unearned credits paid. The City may deduct said amounts from the employee's final pay.
- c) A permanent full-time employee who has completed ten (10) years of continuous service with the Employer shall receive, in their eleventh (11) year of employment, an additional five (5) days of vacation, to be taken no later than their next anniversary date.

- d) A permanent full-time employee who has completed twenty (20) years of continuous service with the Employer shall receive, in their twenty first (21) year of employment, an additional five (5) days of vacation, to be taken no later than their next anniversary date.
- e) A permanent full-time employee who has completed thirty (30) years of continuous service with the Employer shall receive, in their thirty first (31) year of employment, an additional five (5) days of vacation, to be taken no later than their next anniversary date.

19.02 Vacations shall be allocated by the immediate supervisor with due consideration to operational requirements of the department and the employee's seniority. Only one vacation request per year will be approved with seniority the primary consideration.

19.03

- a) Vacation requests shall be submitted to the immediate supervisor through HRISMyWay or Worktech by December 31st each year for the period of January 15th through to and including January 14th of the following year. Employees shall be notified of their vacation entitlement by January 10th.
- b) Requests for a vacation period outside of that mentioned above shall be submitted to the employee's immediate supervisor no less than two (2) weeks prior to commencement of vacation. Employees shall be notified within 2 working days, not including week-ends and statutory holidays, if the vacation request has been approved or denied.

19.04 A vacation shall not be carried over from one year to another and made cumulative, unless written consent has been granted by the immediate supervisor.

Employees are not permitted to carry over more vacation leave credits than are earned in one calendar year, (December 31st).

ARTICLE #20 - LEAVE OF ABSENCE

20.01 All requests for leave of absence shall be in writing. Where an absence has been approved, an employee will utilize any existing vacation or T.O.I.L. credits.

20.02 BEREAVEMENT LEAVE:

A permanent employee shall be granted a minimum of five (5) regularly scheduled consecutive work days without loss of pay and benefits to mourn the death of a:

- Parent, step parent, mother-in-law and father-in-law
- Spouse, common-law spouse, fiancée
- Brother, sister including step siblings or in-laws
- Child or stepchild or grandchild
- Grandparent, including those of your spouse
- Former guardian
- or any other relative who has been residing in the same household.

Where the burial occurs outside the Province, such leave shall also include reasonable traveling time, not to exceed four (4) days.

If scheduled, a non permanent employee shall be granted a minimum of three (3) regularly scheduled consecutive work days, without loss of pay and benefits to mourn the death of a:

- Parent, step parent, mother-in-law and father-in-law
- Spouse, common-law spouse, fiancée
- Brother, sister including step siblings or in-laws
- Child or stepchild or grandchild
- Grandparent, including those of your spouse
- Former guardian
- or any other relative who has been residing in the same household.

20.03 MOURNER'S LEAVE:

- a) All employees, if scheduled, will be granted one (1) day leave without loss of salary or wages to attend a funeral for anyone not listed in article 20.02, providing notice to the Employer is given twenty-four (24) hours in advance in writing.
- b) All employees, if scheduled, will be granted one (1) day leave without loss of salary or wages to administer bereavement responsibilities such as executor or pall bearer, providing notice to the Employer is given twenty-four (24) hours in advance in writing.

20.04 FULL-TIME UNION DUTIES:

Leave of absence without pay for full-time Union employment shall be granted the following conditions:

- a) In the event that an employee becomes a full-time official of the Union, they shall be granted leave of absence for the purpose of carrying out the duties of their office and shall retain their seniority with the Employer as if they had remained in continuous employment therein. They shall have the right at any time upon giving one (1) months' notice, to return to their previous position or to such other position to which they may be promoted by reason of seniority and ability. Such leave of absence shall be granted for a period not exceeding one (1) year. Should appointment extend beyond one year, the employee and the City may agree to an extension by mutual agreement.
- b) Such an employee shall make contributions to all employee benefits participating in currently. Contributions to these benefits shall be based on earnings during this full-time of employment with the Union paying the Employer's portion, making due allowance for changes in their marital status and number of dependents.
- c) Any person hired to fill a vacancy created by an employee becoming a full-time Union official, shall be temporary for the first year.

20.05 UNION FUNCTIONS:

- a) Upon written request to the Director, three (3) weeks in advance, an employee elected or appointed to represent the Union at C.U.P.E. or its affiliate conventions or conferences shall be allowed leave of absence without loss of seniority provided such Union leave does not disrupt the operation of the Department involved.
- b) An employee shall continue to receive their regular pay and benefits while on such leave. The Employer will deduct this amount from the monthly Union deductions.

20.06 NEGOTIATIONS, GRIEVANCES AND ARBITRATION PAY PROVISIONS:

- a) Representatives of the Union directly involved with negotiations, grievances and arbitrations, and witnesses directly involved with grievances and arbitration shall be granted permission without loss of pay or benefits to leave their employment to carry on such procedures.
- b) Representatives of the Union directly involved with Union business with the City shall be granted permission without loss of pay or benefits to leave their employment to carry on such business at a time mutually agreed to by the City and the Union.
- c) A part-time employee shall be paid the equivalent number of hours as they would have been if they would have been normally scheduled during the negotiation period.
- d) Notice of such leave shall, when possible, be given to the Employer at least three (3) working days in advance.

20.07 NEGOTIATING MEETINGS:

All negotiating meetings will be held during regular working hours whenever possible. The employee shall receive no extra pay for meetings called outside of regular working hours.

20.08 PUBLIC DUTIES:

Upon written request to the Employer four (4) weeks in advance, the Employer shall allow leave of absence without loss of seniority so that the employee may be a candidate in Federal, Provincial or Municipal elections.

20.09 PUBLIC OFFICE:

Upon written request to the Employer, four (4) weeks in advance, an employee who is elected to public office, except for City Council, shall be allowed leave of absence without pay and without loss of seniority to a maximum of five (5) years.

20.10 TIME OFF FOR ELECTIONS:

An employee who is an elector, shall be allowed three (3) consecutive hours off without loss of pay while the polls are open on polling day for Federal, Provincial or Municipal elections, for the purpose of casting their vote.

20.11 GENERAL LEAVE:

- a) An employee may be entitled to leave of absence, without pay and without loss of seniority, when they request such leave for good and sufficient cause. The employee shall apply in writing to the immediate supervisor who shall make a decision on the application within five (5) working days of receipt of the application. In emergency situations, time limits may be waived.
- b) An employee on leave of absence as stated in Articles 20.08 (Public Duties), 20.09 (Public Office), 20.11 (General Leave), 20.12 (Paid Jury or Court Witness Duty Leave), 20.13 (Education Leave), in excess of one (1) month, shall prepay both portions of all health care benefits (as listed in Article 23.02) and, while on leave, shall not be entitled to any provisions under the Articles on Vacation, Sick Leave, and Statutory Holidays.
- c) An employee on leave of absence as stated in Article 20.14 (Maternity Leave) and 20.15 (Length of Maternity/Parental/Adoption Leave) shall prepay the employee portions of all health care benefits and while on leave shall not be entitled to any provisions under the Articles on Vacation and Statutory Holidays.

20.12 PAID JURY OR COURT WITNESS DUTY LEAVE:

Providing twenty-four (24) hours prior notice is received, the Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between their normal earnings and payment they receive for jury services or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

20.13 EDUCATION LEAVE:

Where it is necessary for an employee to take leave of absence in order to attend education conferences, or sessions, or to write examinations to improve their qualifications, and where such will be of benefit to the Employer, such leave shall be given without loss of regular pay or seniority, providing the employee has received prior permission of the Employer. Such requests and approval shall be made in writing.

20.14 MATERNITY LEAVE:

An employee expecting the birth of a child, shall give notice in writing of the fact of their pregnancy to their immediate supervisor at least twelve (12) weeks prior to the expected date of delivery and at least six (6) weeks written notice must be given of the date they will start their maternity leave.

20.15 LENGTH OF MATERNITY/PARENTAL/ADOPTION LEAVE:

Maternity leave shall cover a period up to twelve (12) months for the birth or adoption of a child. Sixteen (16) weeks is Maternity Leave for a mother giving birth (6 of which must be taken after the delivery), up to 62 weeks is Parental Leave, entitled to the mother after delivery, the other parent after the time of birth, or adoptive parents after the time of adoption. Both parents may share parental leave, as long as the sum of both of their leave time does not exceed 62 weeks. In the case that both parents are employees the Employer is not required to grant parental leave to more than one parent at a time.

20.16 PROCEDURE UPON RETURN FROM LEAVE (20.15):

When an employee decides to return to work after maternity/parental/adoption leave, they shall provide the Employer with at least three (3) weeks' notice in writing. On return from maternity/parental/adoption leave, the employee shall be placed in their former position. If the former position no longer exists, they shall be placed in an equivalent position in their department.

20.17 CITIZENSHIP LEAVE:

All employees, if scheduled, will be granted one (1) day leave of absence for the purpose of obtaining Canadian Citizenship. Notice of such leave shall be provided two (2) weeks in advance of the time off. The employee shall use banked time or vacation time to cover the loss of pay when available.

ARTICLE #21 - SICK LEAVE

21.01 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled.

21.02 Sick leave shall be earned by permanent full-time employees on the basis of one and one half (1.5) calendar days sick leave per month. For permanent part-time employees see Article 3.06 c). Any portion of the unused sick leave shall be accumulated to a maximum of one hundred and thirty (130) working days. Sick leave shall not accrue when an employee is on sick leave continuously for a one (1) month period or longer.

21.03 In addition to the pension benefits for which an employee may qualify on retirement under the Local Authorities Pension Plan on reaching retirement in the City's service, an employee shall receive a lump sum equivalent to one half (50%) of their unused accumulated sick leave under 21.02 above, with payment to be calculated on the employee's regular salary at the time of retirement. (Shall apply to all eligible employees on staff prior to March 11, 1997.)

21.04 An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days certifying that they are unable to carry out their duties due to illness.

21.05 All sick leave shall be paid for at the regular rate of pay.

21.06 Sick leave shall not be paid for leave resulting from an injury while in the employ of any other Employer that is covered by Workers' Compensation benefits, where the illness or injury is covered by Canada Pension Plan, where the employee is engaged in employment for wage or profit while receiving disability benefits, or where injury is sustained during the commission of a criminal activity.

21.07 When a permanent employee's illness extends beyond their accumulated days of sick leave and is substantiated by a Doctor's certificate, a leave of absence without pay, as per Article 20.11, will be granted for a period of up to eleven (11) months or earlier date as the employee's Doctor permits them to return to work. Further extensions may be considered under Article 20.11. The employee shall provide the Employer with seven (7) days written notice of readiness to return to work, after Doctor's permission is received accordingly.

21.08 Payment for illness that starts prior to, during, or immediately following an employee's scheduled vacation, of 3 or more days, shall be paid accordingly when substantiated by a Doctor's certificate.

21.09 EMPLOYEE REHABILITATION

The City and the Union shall co-operate in an Employee Rehabilitation Program on mental health, drug abuse and alcoholism.

The City and the Union shall co-operate in seeking accommodation and/or placement of employees being medically declared fit to return to work following a period of disability during which they were in receipt of Workers' Compensation, sick leave or Long Term Disability benefits.

21.10 FAMILY SICK LEAVE:

In case of illness of a spouse, dependent or elder parent where no one other than the employee is able to provide for their needs, the employee may be entitled, with the approval of their immediate supervisor, to use up to a maximum of six (6) days per year of their sick leave to make arrangements for the care of the dependent, spouse or elder parent. For part time employees, the leave would be the equivalent of six (6) shifts as scheduled. Exceptions to this Clause may be granted with the approval of the Director, People Services, provided a sufficient bank of sick leave of at least twelve (12) sick days of service remains for the employee's personal use.

21.11 In the case where an employee is unable to obtain a medical and/or dental appointment for themselves outside of their regular shift, an employee shall with prior notification and approval of their supervisor, use their sick leave for this purpose.

ARTICLE #22 - WORKERS' COMPENSATION

22.01

- a) An employee prevented from performing their regular work with the Employer on account of an occupational accident or illness while performing the duties that were assigned to them and covered by the Workers' Compensation Act of Alberta, shall be paid at the regular rate for which the employee was paid prior to such injury or illness.

From the date after the injury/illness was sustained and reported until such time the claim is approved by WCB, it is at the employer's discretion to pay the employee:

- i. From the employees accrued sick leave. If the claim is approved by the Workers' Compensation Board, the sick leave credits will be returned to the sick leave bank, or
- ii. The employee's regular pay without the use of accrued sick leave.

If after twelve (12) months the employee is unable to return to full duties, the Employee shall receive only the compensation amount payable, directly from the Workers Compensation Board. Any top up wages would be provided through Long Term Disability benefits, if eligible. The employee may qualify for a re-training program, through the Workers Compensation Board but if re-training is not a viable option and employee is not eligible for Long Term Disability benefits, the Employer shall endeavor to find alternate employment for the employee in accordance with Article 14.06.

At such time as the employee is deemed to be one hundred (100%) percent capable of performing their regular duties as designated by their physician and in conjunction with the Workers' Compensation Board, the employee shall return to their regular duties. If not deemed one hundred (100%) percent capable of performing such regular duties, the Employer shall endeavor to find alternate employment for the employee in accordance with Article 14.06.

For the period up to and including 12 months, while the employee is on Workers' Compensation, the employee shall continue to accrue seniority; notwithstanding the above, the employee shall not accrue vacation and sick leave credits for a period greater than one (1) month from the date of injury/accident.

- b) Should legislation affecting Workers' Compensation Board payments change, this article may then be subject to negotiation.
- c) Should an employee fail to report an accident within twenty four (24) hours, Article 22.01 (a) may not be applicable.

22.02 Early Return to Work / Modified Duties

The City of Fort Saskatchewan is committed to assisting a return to work for all workers who have been injured throughout the regular course of their employment, to their full capacities. In order to achieve our objectives of maintaining healthy meaningful job tasks; we have created an early return to work/modified work program. The City is aware that not all job tasks can be modified, therefore, each situation is looked at on an individual basis.

Temporary modified work includes any changes to regular job duties and could include changes in tasks or function, workload, hours or schedule, environment or work area and/or equipment. This work could also include work normally performed by others and work specifically designated as a Modified Work Program. Modified work needs to be achievable given the worker's injury and they must be able to physically do it. Every effort will be made to ensure the work plan contributes to the worker's skill development and their return to full duties.

ARTICLE #23 - BENEFITS

23.01

- a) All permanent employees shall be entitled to coverage under the City of Fort Saskatchewan Group Benefit Plan:
 - i. Life Insurance
 - ii. Dental Plan
 - iii. Long Term Disability
 - iv. Extended Health Care Plan
 - v. Accidental Death & Dismemberment
 - vi. Health Care Spending Account (HSA) or Wellness Spending Account (WSA)

- b) All eligible employees of the City of Fort Saskatchewan must participate, apply for benefits and maintain coverage as conditions of continuing employment except for employees insured under another group plan through a spouse or other Employer, except in the case of Life Insurance, AD&D and Long Term Disability coverage for which all eligible employees must apply for and maintain, regardless of other coverage.

- c) Permanent Part-Time Employee Eligibility for Benefit
 - i. Same cost-sharing arrangement as per Article 23.02.
 - ii. Average hours of work over the normal course of a year shall meet a minimum “threshold” of 780 hours.
 - iii. Waiting period for any Permanent part-time employee is 12 months.
 - iv. Permanent part-time employees who meet the above criteria will participate as stated in Article 23.01 b).

- d) Former employees may convert Life Insurance benefits and may be eligible for Extended Health and Dental benefits with waiting periods waived when applied for within 30 days of their last group coverage by contacting the benefit provider.

23.02 The Employer will pay premiums on the benefit plans according to the following schedule:

Benefit	Employer Share	Employee Share
i. Life Insurance (minimum 2 x annual wage)	90%	10%
ii. Dental (minimum 75% basic; 50% major/extensive)	90%	10%
iii. Long Term Disability	90%	10%
iv. Extended Health Care Plan	90%	10%
v. Accidental Death & Dismemberment	90%	10%

23.03 If an employee is injured in an accident unrelated to their employment with the Employer, or if an employee is sick and is not then entitled to any sick leave credits as provided above, the employee may if they so choose, contribute one hundred (100%) percent of the premiums payable in relation to medical and hospital benefit plans mentioned in Article 23.01 in order to maintain their coverage or entitlement under these plans.

23.04 Coverage for benefits listed in Article 23.01 shall commence following a three (3) month waiting period.

23.05 In addition to the Canada Pension Plan, every eligible Permanent Full Time employee shall participate in the Local Authorities Pension Plan. Permanent Part Time participation is optional after a one year waiting period. The Employer and the employee shall make contributions in accordance with the provisions of the plan.

23.06 Health Care/Wellness Spending Account

Permanent employees are provided with credits (dollars) that can be allocated to either the Health Care Spending Account (HSA) or Wellness Spending Account (WSA) each year. The credits (dollars) will be deposited in a lump sum to the employee's Alberta Blue Cross account in the first pay period of the year, based on the allocation elected by the employee each year. Once employee allocations are determined, no changes can be made until the following year (January 1st).

The HSA is a **non-taxable** benefit that can be used to pay for medical expenses that are not covered by the Alberta Blue Cross group benefits program. Expenses must meet the criteria detailed below.

The WSA is a **taxable** benefit that can be used to pay for expenses related to overall health and wellbeing that are not covered by the Alberta Blue Cross group benefits program and are not considered a non-taxable medical expense. A full list of eligible categories is detailed below.

To be eligible, employees must have completed the 90-day waiting period for Alberta Blue Cross benefits, have applied, and been approved for Alberta Blue Cross benefits, and be actively at work during the first pay period of each year. Actively at work means those employees who are at work for all or a portion of the first pay period of the year and includes those employees who are on maternity or parental leave, LTD, Sick Leave, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the first pay period of the year.

- a) Each eligible permanent full-time employee will be provided with a credit in the amount of \$500.00.
- b) Each eligible permanent part-time employee will be provided with a credit in the amount of \$250.00.

Schedule of Benefits – Health Care Spending Account (HSA)

To qualify for reimbursement from the Health Care Spending Account, the expense must be:

- (i) a qualifying medical expense under the Income Tax Act (Canada)
- (ii) incurred after the date the Health Care Spending Account credit (dollars) have been deposited to the eligible permanent employee's account.
- (iii) meet the reimbursement criteria, if any, of the employers Alberta Blue Cross group benefits program
- (iv) all other sources of reimbursement must have been accessed first.
- (v) expenses may be submitted on behalf of eligible dependents.

Schedule of Benefits – Wellness Spending Account (WSA)

The following WSA categories are eligible for coverage. Additional information regarding eligible expenses is available by contacting or logging into Alberta Blue Cross. Products and services that are deemed a non-taxable medical expense by the CRA are ineligible. Expenses may be submitted on behalf of eligible dependents.

- **Health Support.** *Products and services that improve wellbeing.*
- **Fitness and Sports Activity.** *Participation in a physical activity that promotes good health.*
- **Professional Development.** *Supports continuous learning and career development.*
- **Professional Development Travel.** *Supports travel associated with professional development activities.*
- **Personal Interest.** *Supporting continuous learning through personal interest courses.*
- **Family Care.** *Attendant care and facility costs.*
- **Commuting to Work.** *Transportation costs associated with commuting to work.*
- **Personal Insurance.** *Expenses associated with personal insurance premiums.*
- **Legal and Financial Advice.** *Expenses associated with legal and financial advice.*
- **Personal Computing and Mobile Digital Devices.** *Products and services for personal computing, planning, scheduling, and communication.*
- **Pet Care.** *Expenses associated with caring for a personal pet.*
- **Recreational and Leisure Activity.** *Products and services associated with participation and leisure activities.*
- **Recreational and Leisure Travel.** *Products and services associated with destination travel.*
- **Work Apparel.** *Industry or employer required apparel.*
- **Dental Support.** *Products that support and improve oral health.*
- **Maintenance Assistance.** *Expenses associated with making your life easier or supporting the environment.*
- **Work from Home.** *Equipment and supplies required to establish/maintain a work from home environment.*

Unused Credits

At the end of the Policy Year, unused Health Care/Wellness Spending Account credits (dollars) may be carried forward to the next Policy Year. Carried forward credits must be used within 12 months to avoid forfeiture. A 1-month run-off period will exist after the end of each benefit year to allow employees to submit claims incurred during the prior year. All claims incurred between January 1 – December 31 of the benefit year, must be submitted by January 31 of the next year to be eligible for reimbursement.

All provisions of the plan will comply with Canada Revenue Agency's requirements for Health Care Spending Accounts.

ARTICLE #24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 "Regular rate of pay" is the rate applicable to an employee as set out in Schedule "A" - Wage Rates exclusive of allowances and premiums.

24.02 Employees shall be paid bi-weekly for the period covering the fourteen (14) day period from 0001 hours Sunday to 2400 hours Saturday inclusive, with pay days falling on the following Friday. If such dates be legal holidays, employees shall be paid on the last day prior to such legal holidays.

24.03 Employees working a scheduled shift of which two (2) or more consecutive hours fall between 1600 and 0700 hours shall receive a shift differential of \$1.50 for all hours worked.

24.04 The shift differential shall not be paid for hours worked at overtime rates.

24.05 An employee may be required to go on stand-by duty.

24.06 Employees scheduled for standby duty shall receive \$2.60 per hour for all hours between shifts while on standby status. This standby pay shall cease when the employee receives a call in. Once the employee completes the call in or the minimum call in requirement of three (3) hours, and is required to return to standby they shall revert to the standby rate.

24.07 When a newly hired employee is awarded a position, that person's wage rate shall be established at the first step on the pay scale. A new employee who has been employed in a position with similar duties and responsibilities in a related field for a minimum of six (6) months equivalent OR has a certificate or diploma from a recognized educational institute in a related field, will be placed at step two (2) of the pay scale. If the new employee meets both requirements as listed, the new employee will be placed at level three (3) of the pay scale.

Employees will advance through the pay scale, one step, upon the accumulation of 1000 worked hours to a maximum of one (1) year at which time advancement will occur immediately. Employees will then advance through the pay scale, one step, upon the accumulation of 1500 worked hours to a maximum of one (1) year at which time advancement will occur immediately. The progression will repeat as above until the employee has reached the maximum level within their job classification.

All employees appointed to a classification level with a higher wage rate than their current classification will be placed on the pay scale at a level that is reflective of their experience and education as well as their prior service, both in a temporary acting capacity or in the situation of a permanent placement.

In the case of employees in positions with a normal shift of seven and one half (7.5) hours averaging seventy-five (75) hours biweekly, six months equivalent will be 975 hours; and in the case of employees in positions with a normal shift of eight (8) hours averaging eighty (80) hours biweekly, six months is equivalent to 1,040 hours.

24.08 Direct deposit shall be mandatory for any person commencing employment with the City.

24.09 An employee may be designated for time specific periods as a Lead Hand for the purpose of supervising work performed by employees assigned to them. Lead Hand responsibilities will include the preparation of daily reports of jobs performed as well as working with the employees under their supervision and control, and ensuring that all assigned staff adhere to safety policies and safe work procedures. An hourly Lead Hand allowance will be paid in addition to the regular wage of the employee designated as a Lead Hand for all hours so designated. The Lead Hand allowance is \$1.55 per hour.

When Lead Hand designations are to be established within a function for periods of more than fifteen (15) working days, the intent to designate Lead Hands will be posted and all qualified applicants will be placed on a Designated Lead Hand list for that function. Lead Hands will be designated on a rotating basis from this list in a fair and equitable manner with due consideration as to length of assignment as a Lead Hand. A posting for designation of Lead Hands will be made at least once annually for those functions where Lead Hand designations are to be established for periods of more than fifteen (15) working days.

24.10 An Operator assigned, by a Supervisor, who provides on the job equipment training shall be paid a premium of \$1.00 per hour while performing such work, to a maximum of 40 hours.

ARTICLE #25 – OCCUPATIONAL HEALTH AND SAFETY

25.01

- a) The Employer and the employees shall comply with the requirements of the Alberta Occupational Health and Safety Act and Regulations and establish a Joint Occupational Health and Safety Committee.
- b) An employee shall be paid by the Employer at their regular rate of pay for attendance at committee meetings.

25.02

- a) Where the Employer requires safety footwear to be worn, the Employer will pay all permanent full-time employees affected to a maximum of three hundred (\$300) dollars per annum upon proof of purchase, for the purchase of safety footwear.
- b) Where the Employer requires safety footwear to be worn, the Employer will pay all permanent part-time and returning temporary employees a maximum of one hundred and fifty (\$150) dollars per annum upon proof of purchase, for the purchase of safety footwear. The Receipt date must be within the previous 12 months.
- c) Where the Employer requires safety footwear to be worn, the Employer will pay all Casual employees a maximum of fifty (\$50) dollars per annum upon proof of purchase, for the purchase of safety footwear.

25.03 Permanent employees who wear corrective glasses and whose duties involve work identified through hazard assessment as requiring safety glasses for a minimum of fifty (50) percent or one thousand and forty (1040) hours per year, will be reimbursed to a maximum of \$250 once each twenty four (24) month period and upon proof of purchase of CSA approved safety glasses with fixed side shields. To be eligible for reimbursement, the employee must have been employed in a permanent position for a period of six (6) months. Where the safety glasses have been significantly damaged or broken as a direct result of the work of the employer, the employee may apply to the Department Manager for consideration to waive the twenty four (24) month requirement. Safety glasses must be professionally measured and fitted to the individual and are available through the Alberta Association of Optometrist and Alberta Opticians Association.

25.04 RIGHT TO REFUSE

An employee has the right to refuse to perform work if there are objective and identifiable conditions that would expose the worker to uncontrolled dangers to the workers' health, safety or physical well-being. When the employer is aware of the risks, and is taking preventive measures that meet or exceed OHS legislation, the right to refuse may not be applicable. The employer reserves the right to establish, from time to time, health and safety guidelines and standards for its employees, and to require any existing or prospective employee who desires to continue or to obtain employment with the employer, to cooperate and comply with such standards. Failure to cooperate and comply with the health standards shall justify discipline of the employee or the refusal to hire the prospective employee.

ARTICLE #26 - GENERAL

26.01 The Employer shall pay all legal costs for any actions initiated against an employee by virtue of the performance of their employment duties providing such actions have not been caused or resulted from the willful and wanton misconduct or dishonest act of such employee.

26.02 All employees are required to review and adhere to the Policies and Procedures of the City of Fort Saskatchewan, which can be found on the staff intranet, "myfort" or by requesting, from the People Services Department, a printed or e-mailed copy. In situations where policy and/or procedure differ from this Agreement, the language in this agreement will be used.

ARTICLE #27 - BULLETIN BOARD

27.01 The Employer shall permit the Union to place its own Bulletin boards on the Employer's premises, to provide Union information for its members, in agreed upon locations and appropriate size.

ARTICLE #28 - JOB CLASSIFICATION AND RECLASSIFICATION

28.01 ESTABLISHMENT OF JOB GRADES:

The Employer shall develop classification descriptions for classifications in accordance with Job Grades and shall provide these descriptions as they become available to the Union. Article 28.07 represents a condensation of the classification descriptions and, as such, forms part of this Agreement.

28.02 POSITION DESCRIPTIONS:

The Employer has the right to establish position descriptions in consultation with employees and their immediate supervisors. The Employer has the responsibility to ensure these position descriptions accurately reflect the functions, duties and requirements of the position. These position descriptions shall be the primary basis for allocating positions into an appropriate position classification within the overall Job Grades. Position descriptions shall be provided to the individual employees and their respective supervisors.

It is the right of the Employer to establish the number of employees required in each classification of employment.

28.03 CHANGES TO EXISTING CLASSIFICATION DESCRIPTIONS:

When the duties in any position description/classification description are changed significantly, or where the Union and/or an employee is of the opinion the employee is unfairly or incorrectly classified, the Union and the employee shall have the right to challenge the classification and the rate of pay. The challenges shall be in writing to the Director, People Services. If the parties are unable to agree on reclassification and/or rate of pay of the position in question, the rate of wages shall be determined by the Grievance Procedure commencing at Step 3. The new rate shall become retroactive to the date when the challenge was submitted to the Director, People Services.

28.04 CREATION OF NEW CLASSIFICATION DESCRIPTIONS:

It is the right of the Employer to introduce new classification descriptions and/or position descriptions during the term of the Collective Agreement. In the event the Employer creates a new classification which falls within the jurisdiction of the Union, the Employer shall provide to the Union a copy of the classification description and/or the position description and the recommended rate of pay for this classification within 30 days of establishing the new classification. The Union will give notice in writing to the Employer of any proposed changes and within twenty (20) working days of receipt of such notice by the Union, the Employer is required to enter into negotiations for wage rates and working conditions of such new classification. Should the parties fail to agree on the classification and/or wage rate, then the provisions of Clause 28.03 shall apply.

In the event that the Employer needs to post (or advertise) to fill this new classification and the parties have not been able to agree upon the classification and/or wage rate, the following statement shall be included:

“The final settlement for wage rate is being negotiated with the Union. Any increase to the wage rates shall be retroactive to the date of appointment.”

The new rate shall become retroactive to the time the position was assumed by the employee.

28.05 ELIMINATING CLASSIFICATIONS:

Existing classifications shall not be eliminated without prior agreement with the Union.

28.06 ASSUMING ANOTHER CLASSIFICATION:

Any employee required to assume the duties of a higher classification shall be paid the wages of the higher classification immediately upon starting in the higher classification and for the period they are employed in the higher classification. Any employee required to assume the duties of a classification for which a lower wage rate has been established, shall continue to be paid at the rate established for the classification under which they are listed on the payroll.

When an employee is assigned to work in the capacity of a Lead Hand or a Foreman position, the Lead Hand or Foreman wage rate will apply from the time the employee assumed the position. This Clause is subject to the immediate supervisor's approval.

Any employee assigned to train in a higher classification and working under the supervision of a person in that classification shall receive such training at their listed payroll rate of pay.

28.07 CLASSIFICATION DESCRIPTIONS:

These Classification Descriptions are the general descriptions for the different job classifications. Individual position descriptions shall be established by the Employer. Individual position descriptions, while not attached to this Agreement, shall be considered part of this Agreement once they are implemented.

1) Foreman:

The general duties of this classification shall include, but not be limited to, planning, assigning, and participating in the work of crews engaged in work related to roads, fleet, parks, arenas and facilities. Incumbents receive oral and written instructions on a daily basis and exercise independent judgment in modifying work procedures and communicate such changes to crew members. Responsibilities include: preparing cost sheets, time sheets and work schedules, and staff safety and training. The incumbents are responsible for providing accurate and timely feedback to the Manager on work quality, work performance and individual and team performance. May require Class 3 License and "Air Brake Certification".

2) Foreman, Utilities:

The general duties of this classification shall include, but not be limited to, planning, assigning, and participating in the work of crews engaged in work related to utilities. Incumbents receive oral and written instructions on a daily basis and exercise independent judgment in modifying work procedures and communicate such changes to crew members. Responsibilities include: preparing cost sheets, time sheets and work schedules, and staff safety and training. The incumbents are responsible for providing accurate and timely feedback to the Manager on work quality, work performance and individual and team performance. Level III water distribution and wastewater collection certification as per Alberta Environment Legislation is required. May also require Class 3 License and "Air Brake Certification".

3) Labourer I:

The general duties of this classification shall include, but not be limited to, performing a variety of routine manual tasks, which can be quickly learned. Employees in this class are usually required to work under close supervision according to detailed instructions which can be carried out without the exercise of independent judgment (i.e. construction and maintenance of roads, sidewalks, parks, buildings, snow removal, cutting grass, cleaning streets, digging, planting, etc.) and qualified to drive a truck (Class 5 License).

4) Labourer II:

The general duties of this classification shall include, but not be limited to, performing a wide variety of routine manual tasks, which can be quickly learned. Employees in this class are usually required to work independently or as part of a crew according to detailed instructions which can be carried out without the exercise of independent judgment (i.e. construction and maintenance of roads, sidewalks, parks, buildings, snow removal, cutting grass, cleaning streets, digging, planting, etc.) and qualified to drive a truck (Class 5 License). Employees in this class may provide assistance and/or direction to Labourer I.

5) Operator I:

The general duties of this classification shall include, but not be limited to, working as a member of a field staff and participates in the planning of day-to-day activities in the areas of roads, parks, arenas and facilities. Incumbents generally work at multiple sites during various shifts and monitor preventative maintenance repair and emergency activities for all relevant municipal infrastructure. Incumbents work under fairly close supervision and receive instructions verbally and in writing. Expected to confirm and utilize all tools, equipment and materials required to perform minor maintenance related activities in the areas of roads, parks and facilities. Qualifications include Grade 12 or equivalent, may require a Class 3 License, and some related experience.

6) Operator II:

The general duties of this classification shall include, but not be limited to, working as a member of a field staff and participates in developing and initiating short and long term preventative maintenance and operational work plans. Furthermore, incumbents participate in the planning of day-to-day activities in the areas of roads, parks, arenas and facilities. Incumbents would be expected to ensure that the resources required for assigned activities at multiple work sites are obtained as related to work in the areas of roads, parks, arenas and facilities. Incumbents also monitor preventative maintenance repair and emergency activities for all relevant municipal infrastructure. Incumbents work under general supervision and receive instructions verbally or in writing. Qualifications include Grade 12 or equivalent, may require a Class 3 License, may require "Air Brake Certification" and two (2) years related experience.

7) Operator III:

The general duties of this classification shall include, but not be limited to, participating as a key member of field staff and participating in developing and initiating short and long term preventative maintenance and operational work plans. Provides input for planned work activities and takes a lead role in determining staff, equipment and material required to complete assigned tasks. Furthermore, incumbents participate in the planning of day-to-day activities in the areas of roads, parks, arenas and facilities. Incumbents would be expected to ensure that the resources required for assigned activities at multiple work sites are obtained as related to work in the areas of roads, parks, arenas and facilities. Incumbents also monitor preventative maintenance repairs and emergency activities for all relevant municipal infrastructure. Incumbents work under minimal supervision and receive instructions verbally or in writing. Qualifications include Grade 12 or equivalent, Class 3 License, may require "Air Brake Certification", and (5) years related experience.

8) Utility Operator II:

The general duties of this classification shall include all the duties and requirements of an Operator II. In addition, the incumbent will require Level I water distribution and wastewater collection certification as per Alberta Environment Legislation.

9) Utility Operator III:

The general duties of this classification shall include all the duties and requirements of an Operator III. In addition, the incumbent will require Level II water distribution and wastewater collection certification as per Alberta Environment Legislation.

10) Heavy Equipment Technician:

The general duties of this classification shall include, but not be limited to, work as a licensed journeyman Heavy Equipment Technician from the Province of Alberta or equivalent in providing service to all types of City equipment with focus on the maintenance and repair of large equipment such as graders, loaders, and fire trucks as required. Must be qualified to work in Alberta as a Heavy Equipment Technician. May be required to hold a Welding Certificate and may require additional certification of Automobile Master Key Licence and/or Motor Vehicle Inspection Station Licence. Classification requires a minimum of 3 years of related journeyman experience (i.e, Journeyman Automotive Service Technician) and may be expected to direct Apprentice Automotive Service Technician and/or other employees assigned. Must have a Class 3 Licence with Air Brake Endorsement and be capable of working with limited supervision in the day-to-day operation of the City mechanical servicing shop.

11) Automotive Service Technician Mechanic:

The general duties of this classification shall include, but not be limited to, work as a licenced journeyman Automotive Service Technician in providing service to all types of City equipment. In consultation with other shop staff and supervisors, incumbent in this classification takes a lead role in planning the annual Preventative Maintenance schedule and implementing on a day-to-day basis. May be required to provide guidance and direction to Apprentice Mechanic. Experience required for position is equivalent to that as normally gained through the Apprenticeship program. Must have a Class 3 Licence with Air Brake Endorsement and be capable of working under general supervision and guidance as received from either Manager, Foreman or Heavy Equipment Technician.

12) Apprentice Automotive Service Technician:

The general duties of this classification shall include, but not be limited to, working under the direction and guidance of the Heavy Equipment Technician and/or Automotive Service Technician, and performing work in the designated trade by applying knowledge, skills and practices of the trade. Required to comply with education and experience requirements as set out by Apprenticeship Board. Performs incidental janitorial and maintenance tasks. Must have a Class 5 Licence and may require a Class 3 Licence with Air Brake Endorsement.

13) Community Peace Officer Level 1:

The general duties of this classification shall include enforcement of designated Provincial Statutes and Municipal Bylaws. Must hold a valid Class 5 Operator's license and qualify for Special Constable status.

14) Senior Community Peace Officer Level 1:

The general duties of this classification shall include enforcement of designated Provincial Statutes and Municipal Bylaws. Must hold a valid Class 5 Operator's license and qualify for Special Constable status. Additional responsibilities include the implementation of the Municipal Enforcement Traffic Safety Plan, which mirrors the RCMP Traffic Safety Plan including Automated Traffic Enforcement (ATE), (Intersection Safety Devices (ISD) and Photo Operations. This position will also hold the title of FTO (Field Training Officer) and implement and follow all guidelines of the ME training plan and ensure that certifications and training are conducted for all CPO Level I's.

15) Clerk I:

The general duties of this classification shall include, but not be limited to, performing a variety of clerical duties at an entry level. These include word processing, preparing typed materials from drafts, organizing and filing materials, following clear procedures to complete tasks, and providing basic information and services to the public. This position functions under direct supervision, and work is checked for accuracy and timeliness. Entry level requirements include High School graduation, computer skills with word processing at a Basic Level of current programs, a customer service orientation and up to one (1) year of related experience.

16)Clerk II:

The general duties of this classification shall include, but not be limited to, performing a variety of clerical duties and assignments of moderate complexity. These include word processing, preparing draft materials with guidance for word processing, understanding basic office and operating procedures and performing related duties within accepted guidelines. The position functions under general supervision and incumbents are expected to work with independence and be knowledgeable of City resources to solve problems, along with referrals to the appropriate resources. Other duties may include cash handling and receipting of monies following normal procedures, receiving and processing customer requests for facility bookings, and may include cross training of and providing feedback to other City staff on specific tasks. Requirements include High School graduation, computer skills with word processing at an Intermediate Level of current programs, a customer service orientation and at least two (2) years of related experience.

17)Clerk III:

The general duties of this classification shall include, but not be limited to, performing a variety of moderately complex duties and assignments and/or clerical work that has some specialization. Typically, these can include word processing, preparing draft-typed material without guidance, and providing input into the development of procedures. Other duties may include providing guidance for part-time staff, input on staff resourcing matters to meet operational needs (i.e. involvement in the hiring process), and cash handling and receipting of monies following normal procedures. Incumbents at this level are expected to know and respond correctly to emergency inquiries, and to exercise sound judgement when assessing the nature of emergency situations. As the scope of the work associated with these positions tends to be more organization-wide, there is a greater potential impact on the public and thus the need for accuracy of procedures and information. Requirements include High School graduation, computer skills with word processing at an Intermediate Level of current programs, critical thinking ability so as to respond appropriately in emergency situations, a customer service orientation, and a minimum of four (4) years related experience; or an equivalent combination of training and experience.

18) Accounting Clerk I:

The general duties of this classification shall include, but not be limited to, work at an entry level position in the Finance Section. Includes positions in cash collections, accounts payable, accounts receivable, and utilities. Responsible for daily input of data, cash collections, handling of cash and preparing deposits, providing front counter service, initial handling of customer/vendor complaints, processing and reconciliation of reports to ensure accuracy of data input. Maintains files and other related duties as required. Dependent upon supervisor for training and direction in most activities. No authority to act beyond scope of position

19) Accounting Clerk II:

The general duties of this classification shall include, but not be limited to, being responsible for the same finance activities as Accounting Clerk I, but this classification involves a greater degree of complexity or specialty such as utilities or taxation. Includes positions in cash collections, accounts payable, accounts receivable, taxes and utilities. Responsible for invoicing, journal entries, reconciliation of reports to general ledger and understanding the interaction of their area to the total operations. Knowledge of working with computerized financial systems as well as microcomputer applications such as spreadsheets and word processing. Requires some prior experience in finance/accounting. Additional related duties may include training of new or temporary employees.

20) Accounting Clerk III:

The general duties of this classification shall include, but not be limited to, being responsible for the operations of an entire financial subsystem. Involves the entire operations of the system from daily inputs to reconciliation of sub-ledger to general ledger at month and year end. Requires prior and related experience in accounting/finance subsystems especially taxes. Includes positions in accounts payable, accounts receivable, taxes and utilities. Coordinate and administer system with minimal supervision as well as use discretionary judgment of situations as required. Written and verbal communications for relating with internal and external customers. May include follow up for non-payment of accounts, negotiating payment arrangements, and consequences of non-compliance. Required to have good working knowledge of computerized financial subsystems as well as microcomputer applications such as spreadsheets and word processing. Additional related duties may include training or monitoring the work of new or temporary employees.

21)Head Instructor/Guard:

The general duties of this classification shall include, but not be limited to, work such that individuals must be qualified as an Instructor/Guard supplemented by: Life Saving Society Instructor award and Pool Operator Level 2 Certificate.

Responsibilities include: preparing cost sheets, time sheets and work schedules, and staff safety and training. Other responsibilities include supervising on a shift basis all pool employees, general pool operation, maintaining the operation of the pool to Department of Health standards, general administrative duties as assigned by the Aquatics Superintendent, relieves the Customer Service Representative during breaks and generally works on their own. This employee is directly responsible to the Aquatics Superintendent.

22)Instructor/Guard:

The general duties of this classification shall include, but not be limited to, work such that individuals are required to have as minimum qualifications Water Safety Instructor, Standard First Aid/AEC and National Lifeguard. Employees are responsible for guarding, cleaning of facility water tests, daily maintenance, and instructing and work under general supervision. These employees may assist in mechanical operation and water balancing.

23)Instructor:

To provide safety education in regards to any type of water, and provide programs in which patrons can learn how to swim and safety skills for water rescue. Specific areas of responsibilities will include: Instruct a variety of programs for swimmers of all ages and abilities, including the Red Cross programs. First Aid situations when necessary, good communication/customer service skills with patrons and staff. Make out progress report cards, talk with parents about children's progress on Parent's Day for lessons. Minor maintenance and cleaning of facility according to directions (e.g., using cleaning chemicals and solutions).

24)Aquafitness Instructor:

To provide instruction for Aquafitness Instructor programs as well as completion of applicable program administrative duties such as: Lead group activities effectively. Instruct in basic stances, movements, techniques, rules, regulations, and safety precautions of an activity. Build confidence and help ensure clients' goals are met. Monitor progress of participants. Keep up-to-date on new techniques. Maintain a safe environment. Provide quality service. Perform related work as required.

25) Leadership Instructor:

To provide instruction in one of the following;

- Water Safety Instructor Training (W.S.I.T.)
- National Lifeguard Service (N.L.S.I.)
- Aquatic Emergency Care (A.E.C)

As well, completion of applicable program administrative duties. Instruct in techniques, rules, regulations, and safety precautions of an activity. Build confidence and help ensure participant's goals are met. Monitor progress of participants. Keep up-to-date on new techniques. Maintain a safe environment. Provide quality service. Perform related work as required.

26) Life Saving Instructor:

To provide instruction in certification programs as defines by the Life Saving Society. Completion of applicable program administrative duties. Instruct in techniques, rules, regulations, and safety precautions of an activity. Build confidence and help ensure participant's goals are met. Monitor progress of participants. Keep up-to-date on new techniques. Maintain a safe environment. Provide quality service. Perform related work as required.

27) Program Assistant:

The general duties of this classification shall include, but not be limited to, the performance of a wide variety of functions to assure the smooth operation and high quality of community service programs. Employees must have a mature, responsible attitude; be able to get along well with the public; and work under fairly close supervision.

28) Custodial Foreman:

The general duties of this classification shall include, but not be limited to, providing effective leadership and training to other Custodial employees. Evaluates and corrects performance as required. Must ensure all City facilities, with the exception of the DCC, are operated in an attractive, clean, safe and presentable condition for public use through scheduling, coordinating and supervising the available resources on a daily basis.

29) DCC Head Custodian:

The general duties of this classification shall include, but not be limited to, those of a custodian while also providing effective leadership and training to other Custodial employees. Evaluates and corrects performance as required. Must ensure the facility is operated in an attractive, clean, safe and presentable condition for public use through scheduling, coordinating and supervising the available resources on a daily basis.

30)Custodian:

The general duties of this classification shall include, but not be limited to, attending functions and providing assistance at City facilities as required, and performing custodial duties.

31)Customer Service Representative:

The general duties of this classification shall include, but not be limited to, being responsible in the operation of the reception and registration areas; handles general clerical duties; deals with all complaints and inquiries by telephone and in person; maintains a high level of cleanliness in the work station and lobby area. Must be accurate in handling and receipting money.

32)Child Minding Attendant:

The general duties of this classification shall include, but not be limited to, being responsible for monitoring children and their needs and to provide customer service and implement a child minding service appropriate for attending children. The Child Minding Attendant is required to ensure there is a safe, welcoming and clean environment, provide on-going maintenance inspections on equipment and make certain customers are following guidelines. Employees must have a mature, responsible attitude and be able to work well with parents and children. This position works under close supervision.

33)Shell Theatre Lobby Bartender:

The general duties of this classification shall include, but not be limited to, providing liquor, pop and coffee service during all events at the Shell Theatre. Receive cash, provide customer service and complete cash reconciliation. Prepare/set up concession for service and tidy at the conclusion of the event.

34)Facility Attendant:

The general duties of this classification shall include, but not be limited to, providing regular monitoring duties throughout the Dow Centennial Centre. Responsible for ensuring safe and orderly conduct throughout the building, ensuring customers have paid prior to participation in events and assisting Custodians in the set up and tear down of equipment and providing light custodial assistance.

35)Police Clerk:

The general duties of this classification shall include, but not be limited to, performing a variety of moderately complex duties and assignments and/or clerical work that has some specialization. Typically, these can include word processing, preparing draft-typed material without guidance, and providing input into the development of procedures. Other duties may include providing guidance for part-time staff, input on staff resourcing matters to meet operational needs (i.e. involvement in the hiring process), and cash handling and receipting of monies following normal procedures. Incumbents at this level are expected to know and respond correctly to emergency inquiries, and to exercise sound judgement when assessing the nature of emergency situations. Requirements include High School graduation, computer skills with word processing at a specified intermediate level of current programs, critical thinking ability so as to respond appropriately in emergency situations, a customer service orientation, and a minimum of four (4) years related experience; or an equivalent combination of training and experience.

36)Senior Police Clerk:

In addition to above, the Senior Police Clerk is responsible for directing and supervising the day to day workflow of their direct reports within their assigned business unit areas of the RCMP Detachment. The general duties for this position will include, but are not limited to: providing direction, scheduling, setting priorities, coaching, mentoring, training, ensuring policies and procedures are developed and/or maintained within areas of responsibility and assisting the Office Supervisor in managing the daily police administrative tasks.

37)Transfer Station Attendant:

The general duties of this classification shall include, but not be limited to, performing a variety of duties which include maintenance of the Recycling Station site and Recycling Bins, operation of small equipment and providing the public with general information regarding recycling and the Recycling Station. The recycling/transfer station attendant is responsible for the operation of cash collection, maintenance of related records, deposits, yard clean-up and organization.

38)Home Support Aide:

The general duties of this classification shall include, but not be limited to, providing basic in-home support services and assistance to seniors, the chronically ill and those with temporary medical conditions.

ARTICLE #29 - TERM OF AGREEMENT

29.01 This Collective Agreement shall be binding and remain in effect from the date of signing to December 31, 2022 and shall continue from year to year thereafter, unless either party gives the other party notice in writing at least sixty (60) calendar days prior to the termination date that it desires its termination or amendment.

29.02 Any changes deemed necessary in this Collective Agreement may be made by mutual agreement at any time during the existence of this Agreement.

29.03 Either party desiring to propose changes to this Agreement shall between the period of sixty (60) and one hundred and twenty (120) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within twenty (20) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

29.04 Both parties shall adhere to the terms of this Agreement during the Collective bargaining. If negotiations extend beyond the termination of the Agreement, no contract language shall be deemed to be retroactive, however, monetary items may be, if so specified.

29.05 Should the Province of Alberta and/or the Government of Canada amend, change or delete the tax base of the City of Fort Saskatchewan in such a manner that it may adversely affect the members of the bargaining unit, the Employer will serve notice that the parties are required to meet within twenty (20) working days of such notice being served. The Collective Agreement will be considered open and all monetary articles of the Collective Agreement may be subject to negotiations.

LETTER OF UNDERSTANDING

Between

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 30
(the Union)**

-and-

**THE CITY OF FORT SASKATCHEWAN
(the Employer)**

Statutory Protected Leave

Except where as described under Article #20 (Leave of Absence) and Article #21 (Sick Leave) , the parties agree the employee eligibility and entitlement to Statutory protected leaves shall be limited to those minimum requirements specifically set forth in the Alberta Employment Standards Code.

2020/2021 UNION WAGE GRID Classification	91% Step one	94% Step two	97% Step three	100% Step four
Accounting Clerk I	27.77	28.68	29.61	30.51
Accounting Clerk II	29.96	30.94	31.93	32.91
Accounting Clerk III	32.19	33.24	34.32	35.37
Apprentice Auto Services Technician	28.84	29.78	30.74	31.70
Automotive Service Technician	33.19	34.30	35.38	36.48
Bartender	-	-	15.32	15.62
Certified Aquafitness Instructor	-	-	-	46.88
Child Minding Attendant	17.97	18.55	19.16	19.73
Clerk I	23.11	23.88	24.63	25.40
Clerk II	26.51	27.39	28.25	29.13
Clerk III	27.78	28.70	29.62	30.56
Community Peace Officer Level I	40.08	41.40	42.73	44.04
Custodian	21.13	21.82	22.51	23.22
Customer Service Representative	20.70	21.37	22.06	22.74
DCC Head Custodian	25.13	25.98	26.81	27.63
Facility Attendant	-	-	15.32	15.62
Foreman	38.14	39.39	40.66	41.91
Foreman, Custodial	27.08	27.98	28.88	29.76
Foreman, Utilities	38.79	40.06	41.33	42.62
Head Instructor Guard	32.27	33.33	34.39	35.48
Heavy Equipment Technician	36.51	37.73	38.92	40.13
Home Support Aide	21.13	21.82	22.51	23.22
Instructor	19.40	20.06	20.70	21.34
Instructor/Guard	23.10	23.87	24.62	25.39
Labourer I	19.41	20.07	20.72	21.35
Labourer II	22.41	23.13	23.88	24.61
Leadership Instructor	-	-	-	35.52
Life Saving Instructor	-	-	-	27.01
Operator I	27.04	27.94	28.80	29.71
Operator II	29.04	30.00	30.98	31.92
Operator III	31.04	32.07	33.10	34.10
Police Clerk	32.19	33.24	34.32	35.37
Program Assistant	19.38	20.03	20.68	21.31
Senior Community Peace Officer Level I	41.64	43.00	44.37	45.75
Senior Police Clerk	33.66	34.77	35.87	36.93
Trained Aquafitness Instructor	-	-	-	34.10
Transfer Station Attendant	23.74	24.52	25.30	26.07
Utility Operator II	29.75	30.72	31.71	32.70
Utility Operator III	32.80	33.88	34.97	36.05

2022 UNION WAGE GRID Classification	91% Step one	94% Step two	97% Step three	100% Step four
Accounting Clerk I	28.19	29.11	30.05	30.97
Accounting Clerk II	30.41	31.40	32.41	33.40
Accounting Clerk III	32.67	33.74	34.83	35.90
Apprentice Auto Services Technician	29.27	30.23	31.20	32.18
Automotive Service Technician	33.69	34.81	35.91	37.03
Bartender	-	-	15.55	15.85
Certified Aquafitness Instructor	-	-	-	47.58
Child Minding Attendant	18.24	18.83	19.45	20.03
Clerk I	23.46	24.24	25.00	25.78
Clerk II	26.91	27.80	28.67	29.57
Clerk III	28.20	29.13	30.06	31.02
Community Peace Officer Level I	40.68	42.02	43.37	44.70
Custodian	21.45	22.15	22.85	23.57
Customer Service Representative	21.01	21.69	22.39	23.08
DCC Head Custodian	25.51	26.37	27.21	28.04
Facility Attendant	-	-	15.55	15.85
Foreman	38.71	39.98	41.27	42.54
Foreman, Custodial	27.49	28.40	29.31	30.21
Foreman, Utilities	39.37	40.66	41.95	43.26
Head Instructor Guard	32.75	33.83	34.91	36.01
Heavy Equipment Technician	37.06	38.30	39.50	40.73
Home Support Aide	21.45	22.15	22.85	23.57
Instructor	19.69	20.36	21.01	21.66
Instructor/Guard	23.45	24.23	24.99	25.77
Labourer I	19.70	20.37	21.03	21.67
Labourer II	22.75	23.48	24.24	24.98
Leadership Instructor	-	-	-	36.05
Life Saving Instructor	-	-	-	27.42
Operator I	27.45	28.36	29.23	30.16
Operator II	29.48	30.45	31.44	32.40
Operator III	31.51	32.55	33.60	34.61
Police Clerk	32.67	33.74	34.83	35.90
Program Assistant	19.67	20.33	20.99	21.63
Senior Community Peace Officer Level I	42.26	43.65	45.04	46.44
Senior Police Clerk	34.16	35.29	36.41	37.48
Trained Aquafitness Instructor	-	-	-	34.61
Transfer Station Attendant	24.10	24.89	25.68	26.46
Utility Operator II	30.20	31.18	32.19	33.19
Utility Operator III	33.29	34.39	35.49	36.59

ADDENDUM TO SCHEDULE “A” - WAGE RATES (for Aquatics Staff)

INSTRUCTOR

Minimum Qualifications:

Water Safety Instructor	(W.S.I)
Standard First Aid/AEC	(A.E.C)

INSTRUCTOR/GUARD

Minimum Qualifications (Basic Rate):

Water Safety Instructor	(W.S.I.)
Standard First Aid/AEC	(A.E.C.)
National Lifeguard	(N.L.S.)

- The City will offer, at no cost to the employee, re-certification sessions of one time per year for each of the preceding two (2) mandatory awards for Instructor, and three (3) mandatory awards for Instructor/Guard and Aquatic Foreman classifications.
- Staff can choose to attend re-certification sessions arranged by the City of Fort Saskatchewan, but shall not be paid to attend. Staff can choose to obtain their re-certification elsewhere and submit receipts for the cost of the re-certification and materials for reimbursement.

AQUAFITNESS INSTRUCTORS

Certified Aquafitness Instructor:

Instructor training and “current” certification in the area of specialization from one of the following agencies is required: AFLCA, CALA, Speedo or YMCA fitness Leader Certification.

Trained Aquafitness Instructor:

Instructor training in the area of specialization from one of the following agencies is required: AFLCA, CALA, Speedo, YMCA Fitness Leader Certification or equivalent Harbour Pool training and annual attendance at one aquafitness workshop.

Aquafitness instructors attending the annual aquafitness workshop at Harbour Pool will be compensated at their current Aquafitness instructor hourly rate.

SPECIALIZED INSTRUCTOR

Leadership Instructor:

Instructor training and “current” certification in the area of specialization from one of the following agencies is required: Water Safety Instructor Trainer (W.S.I.T.), National Lifeguard Service Instructor (N.L.S.I) and/or Aquatic Emergency Care Instructor (A.E.C.)

Life Saving Instructor:

Instructor training and “current” certification from Life Saving Society.

All hours worked while classified as either an Aquafitness Instructor or a Specialized Instructor are compensated for actual hours worked.

REPORT CARDS

Staff will be paid one (1) hours wage for the completion and submission of twelve (12) report cards to the appropriate location by the posted due date.

ADDDITIONAL QUALIFICATIONS:

Life Saving Society Instructor	+\$0.40
Pool Operator (Level I)	+\$0.10
Pool Operator (Level II)	+\$0.10