

COLLECTIVE AGREEMENT

between

CITY OF



CHESTERMERE

and

CUPE / *Canadian Union
of Public Employees*

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 37**

December 12, 2023 – December 31, 2025

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to set forth terms and conditions of employment relating to rates of pay, hours of work, and other working conditions affecting Employees and to provide for a means of settling disputes and grievances. The purpose of this Agreement is also to promote, maintain, and honour a harmonious relationship between the Employer, the Union, and Employees.
- 1.02 The Union and Employer acknowledge the primary focus of work under this Agreement is to provide safe, efficient, and effective municipal services to residents of the Employer. The Parties will cooperate in efforts to maintain and improve service, safety, productivity, and efficiencies at all levels throughout the Employer's operations.

ARTICLE 2 – DEFINITIONS

- 2.01 **"Employee"** is any person employed full-time or part-time by the Employer in one of the positions listed in Schedule A.
- (a) **"Full-time Employee"** is an Employee occupying a position listed in Schedule A who has successfully completed the probationary period and who works a regular full-time work schedule. To be eligible for Benefits, a regular Full-time Employee must work more than thirty (30) hours per week.
- (b) **"Part-time Employee"** is an Employee occupying a position listed in Schedule A who has successfully completed the probationary period. Regular Part-time Employees work less than twenty-eight (28) hours a week.
- (c) **"Probationary Employee"** is an Employee who has not successfully completed the requirements of the probationary period pursuant to Article 21.
- (d) **"Seasonal Employee"** is an Employee hired to perform seasonal work of no more than six (6) consecutive months. Seasonal Employees who return to work for the Employer for subsequent and consecutive calendar years will maintain their previous seasonal seniority. Seasonal seniority will be kept on a separate list, but those hours will only be used to the credit of the Employee for permanent job postings and permanent seniority when the Employee completes the probationary period.
- (e) **"Temporary Employee"** is an Employee hired for a specific task or job, coverage of a leave of absence or a temporary increase in workload in a particular area, for a period between three (3) and eighteen (18) months. A Temporary Employee may work either full-time or part-time hours.

- (f) **“Casual Employee”** is an Employee who works on an irregular or call-on basis, and/or scheduled to relieve for absences resulting from short-term illness, vacation, general holidays, events or any leave of absence not to exceed three (3) months. Call-in casual employment opportunities will be equally distributed to Casual Employees in that work area as much as reasonably possible.
- (g) **“Student Employees”** will mean a person who is employed by the Employer and is also a student of an educational institution and does not work as a Full-time, Part-time, Casual or Temporary Employee. The employment of a Student Employee will not result in the layoff or reduction of hours of any Permanent Employee or the termination of a Probationary Employee nor will a Permanent Employee, Temporary Employee or Casual Employee who is qualified and able to perform the required work be laid off while a Student Employee is employed by the Employer to perform that work.

2.02 **“Employer”** or “the City” is The City of Chestermere.

2.03 **“Union”** is the Canadian Union of Public Employees, Local 37.

2.04 **“Benefits”** are health benefits provided by the insurance provider.

2.05 Protection Against Volunteers

Volunteers will not be used to perform work of the Bargaining Unit.

ARTICLE 3 – RECOGNITION AND REPRESENTATION

3.01 Bargaining Unit

Pursuant to Certificate No. C2031-2022 issued by the *Alberta Labour Relations Board*, the Employer recognizes the Union as the sole collective Bargaining Agent for all Employees employed by the Employer, subject to Schedule A and the terms of this Agreement.

3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the Bargaining Unit will not work on any jobs which are included in the Bargaining Unit except in cases of emergency, or where the job cannot be filled by a Bargaining Unit Member, or as mutually agreed upon in writing by the Parties.

3.03 Contracting Out

The Employer will consult with the Union before contracting out Bargaining Unit work. The Union will be given the opportunity to provide an alternative business case to be considered to keep jobs in-house. This consultation will not delay the process for the Employer to contract out work.

3.04 Union Membership

All Employees of the Employer covered by this Collective Agreement will become members in good standing according to the Constitution and Bylaws of the Union. All new Employees will, as a condition of employment, become and remain members in good standing of the Union from the first date of their employment. Members in good standing will fill out and remit to the Local Union a Union card on hire which includes their personal information, and this information will be updated with the Union whenever it changes.

3.05 New Employees

(a) Notice of Union

On commencing employment in a position within the Bargaining Unit, the Employee's immediate supervisor or another representative of the Employer will introduce the new Employee to their Union Steward or Representative, as designated by the Union. The Representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership. A maximum of fifteen (15) minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employee.

(b) Notification of New Hires

The Union will be notified of the full name, job title/classification and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all Employees hired into the Bargaining Unit within thirty (30) days of their first day of employment.

3.06 Access to Work Site

(a) Upon reasonable notice to the Employer, and with the Employer's permission, Representatives designated by the Union will be given access to Employer work sites. The Union may meet with Employees covered by this Agreement during their meal and other scheduled breaks, whether paid or unpaid, subject to Employer approval. Union Representatives may include Representatives of the Canadian Union of Public Employees. Any Representatives of the Union must comply with the Employer's site access rules.

3.07 Bulletin Boards

The Employer will allow the Union to use one bulletin board in each of the following buildings: City Hall, Public Works and the Fire Station. These boards will be in areas that are visible to Employees. The bulletin boards will be used solely for postings by the Union.

3.08 No Other Agreements

No Employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement. No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

3.09 Copies of the Agreement

The Parties will provide the Collective Agreement in a digital format to all Employees of the Bargaining Unit.

ARTICLE 4 – NO HARASSMENT OR DISCRIMINATION

4.01 No Discrimination

- (a) The Employer and Union will not discriminate against an Employee on the basis of race, colour, ancestry, place of origin, religious beliefs, gender, gender identity, gender expression, age, physical disability, mental disability, marital status, family status, source of income, sexual orientation or any other protected ground as set out in the *Alberta Human Rights Act*, as amended from time to time.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 The Union recognizes and acknowledges that the management of the Employer and the direction of the workforce are fixed exclusively on the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline, and efficiency.
- (b) Hire, promote, demote, classify, transfer, and retire Employees.
- (c) Discipline or discharge Employees who have successfully completed their probationary period for just cause, and to discipline or discharge any Temporary or Probationary Employee for any reason satisfactory to the Employer.
- (d) Make, enforce, and alter, from time to time, reasonable rules, and regulations to be observed by the Employees provided such rules and regulations do not conflict with the provisions of this Agreement.

- (e) Determine the nature and kind of operations conducted by the Employer, the methods and techniques of work, equipment to be used, the extension, limitation, curtailment or cessation of operations or any part thereof including the assignment of work location, the number of Employees to be employed, and to determine and exercise all functions and prerogatives which remain solely with the Employer except as specifically limited by the express provision of this Agreement.
- (f) Determine the location of operations and the expansion, curtailment or discontinuance of operations.
- (g) Assign work and scheduling operations, shifts, and rotations, including overtime and shift start and end times.
- (h) Determine job content, duties, and quality and quantity standards.
- (i) Determine levels of training required and use of methods, technology, machinery, and equipment.
- (j) Manage and investigate performance and absenteeism.

5.02 The Employer reserves and retains solely and exclusively all rights to manage the Municipality and direct its workforce except to the extent that such rights are specifically restricted by this Collective Agreement.

ARTICLE 6 – NO STRIKE OR LOCKOUTS

6.01 No Strikes or Lockouts

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, work slowdown, or stoppage of work, and the Employer agrees that there will be no lockout.

ARTICLE 7 – UNION DUES DEDUCTION AND REMITTANCE

7.01 (a) Union Dues Deduction and Remittance

The Employer will deduct dues, initiation fees, and assessments as set by the Union from each pay of all Employees covered by this Collective Agreement. Such deductions will be forwarded to CUPE Local 37 no later than the tenth (10th) day of the month following the one in which they were deducted. The Employer will deduct five dollars (\$5.00) from the first paycheque of a new Employee for the initiation fee and will remit the funds to CUPE Local 37 with regular dues.

(b) Dues Supporting Documentation

Along with the deductions, the Employer will provide:

- (i) A completed Union dues remittance form, supplied by the Union, and
- (ii) An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all Employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, work location, regular earnings, hours worked, and dues deducted.

The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

(c) Delay in Remitting

For any period of delay in remitting the sums listed in this Article, the Employer will pay the Union interest at the rate of prime plus two percent (2%) per month or prorated if less than a month.

(d) T-4 Slip

The Employer will report the yearly number of dues paid by each Employee on the Employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

ARTICLE 8 – LABOUR MANAGEMENT RELATIONS

8.01 Representation

No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8.02 Permission to Leave Work

Union Representatives, Stewards and Committee Members will be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration.

Permission to leave work during working hours for such purposes will first be obtained from the immediate supervisor. Such permission will not be unreasonably withheld.

All time spent in performing such Union duties, including work performed on various committees, will be considered as time worked.

8.03 Union-Management Committee

(a) Union-Management Committee

A Union-Management Committee will be established consisting of representatives of the Union and representatives of the Employer. The Committee will meet at least two (2) times per year on dates mutually agreed between the Union and Employer. Either Party may request an additional Union Management committee if there are agenda items to address.

(b) Function of Committee

The Committee may concern itself with the following general matters:

- (i) Considering constructive criticisms of all activities so that better relations will exist between the Employer and the Employees.
- (ii) Improving and extending services to the public.
- (iii) Promoting safe and sanitary practices.
- (iv) Reviewing suggestions from Employees and working conditions (but not grievances).
- (v) Correcting conditions causing grievances and misunderstandings.
- (vi) Any other matters mutually agreeable to the Parties.

(c) Chairperson of the Meeting

An Employer and a Union representative will be designated as joint chairpersons and will alternate in presiding over meetings.

(d) Minutes of Meeting

Minutes of each meeting of the Committee will be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting.

(e) Jurisdiction of Committee

The Committee will not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Agreement. The Committee will have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

8.04 Bargaining Committee

The City will recognize a Negotiating Committee of up to five (5) members selected by the Union. Leave of absence without loss of pay or benefits and with accumulation of seniority and service will be granted to members of the Union Negotiating Committee for the purpose of preparing bargaining proposals and negotiating a Collective Agreement or amendments thereto. The name of each of the members of the Negotiating Committee will be provided in writing to the Employer.

ARTICLE 9 – WAGES AND PREMIUMS

9.01 Pay Days

The Employer will pay wages bi-weekly in accordance with Schedule “A” attached hereto and forming part of this Agreement. On each pay, each Employee will be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

9.02 Night Shift Premium

A shift differential of two dollars (\$2.00) per hour will be paid to Employees for all hours worked by Employees working between 7:00 p.m. to 6:00 a.m. Shift differential will be calculated on the regular straight-time rate of pay applicable to the work the Employee is performing at the time and will apply to all hours worked on a shift when any portion of that shift falls outside of the above hours.

9.03 Weekend Premium

A weekend differential of two dollars (\$2.00) per hour will be paid to Employees for all hours worked between Friday 11:00 p.m. and Monday at 6:00 a.m.

Weekend differential will be calculated on the regular straight-time rate of pay applicable to the work the Employee is performing at the time and will apply to all hours worked on a shift, when any portion of that shift falls within the above hours. Weekend differential will be in addition to the Night Shift Premium described in Clause 9.02.

9.04 Payroll Errors

A payroll error resulting in underpayment will be rectified by the Employer in the next pay period.

Where an Employee has been overpaid, the Employer will recover the amount of overpayment made in the previous six (6) months from the Employee’s wages using the following procedure:

- (a) The Employer will meet with the Employee and a Union Representative to confirm in writing:

- (i) The calculation of the amount of overpayment; and
 - (ii) How the overpayment will be recovered from the Employee's pay;
 - (iii) If the overpayment is recovered by installments deducted from the Employee's pay, the deductions will not reduce the Employee's normal weekly earnings below eighty-five percent (85%).
- (b) Where the pay level for a position in a letter of offer is incorrect, the overpayment will be absorbed by the Employer and corrected on a go-forward basis.

ARTICLE 10 – HOURS OF WORK

10.01 Normal Hours of Work – City Office Full-time Employees

The normal hours of work will consist of thirty-seven and one half (37½) per week, consisting of five (5) shifts of seven and one half (7½) consecutive hours, Monday to Friday inclusive. Normal hours of work will be scheduled between 7:00 a.m. to 6:00 p.m.

10.02 Normal Hours of Work – Public Works and Community Services Full-time Employees

The basic work week for Full-time Employees at Public Works will consist of forty (40) hours, to be worked in five (5), eight (8) hour days, or four (4), ten (10) hour shifts as scheduled by the Employer. Normal hours of work will be scheduled between 7:00 a.m. to 7:00 p.m.

10.03 Normal Hours of Work – Community Peace Officer, Senior Community Peace Officer

A shift may be a maximum of twelve (12) hours on a rotating twenty-four (24) hour schedule inclusive of a thirty (30) minute unpaid lunch period averaging approximately 2080 hours annually. A regular shift may include Saturday and/or Sunday.

10.04 Work Schedule

Shift Work Defined:

- (a) Day shifts are defined as those shifts where the major portion of the hours worked are between 8:00 a.m. and 5:00 p.m.
- (b) Evening shifts are those shifts where the major portion of the hours worked are between 5:00 p.m. and 11:00 p.m.
- (c) Night shifts are those shifts where the major portion of the hours worked are between 11:00 p.m. and 8:00 a.m. of the following day.

- (d) The regular schedule will provide no more than five (5) consecutive days of work without time off.

10.04 Meal Period and Rest Periods

- (a) One (1) unpaid meal period of thirty (30) minute will be scheduled for each employee working a shift of five (5) hours or more. Employees unable to take their meal period at the time scheduled will be provided time later in the shift for the meal break.
- (b) Two (2) paid rest periods of fifteen (15) minutes each will be allowed to each Employee during the working shift.

10.05 Notice of Schedule

The hours of work of each Employee will be posted at least two (2) weeks in advance. The schedule will not be changed without the consent of the Employee involved, except in cases of emergencies out of the control of the Employer.

10.06 Time Reporting

- (a) Employees will record and report their daily work and break hours, using the time collection system provided by the Employer.
- (b) Employees are responsible for ensuring that work time is accurately recorded and paid, and for reporting any discrepancies to the Employer as soon as they are discovered. The Employer is also responsible for reporting.
- (c) Employees will clock in prepared and ready to work.

ARTICLE 11 – OVERTIME

11.01 Definition – Overtime

- (a) All time authorized by the Employer and worked by the Employee in excess of the eight (8) hours per day (or greater than the scheduled hours for shifts longer than eight (8) hours) or forty (40) hours per week will be considered overtime.

11.02 Call Back Pay

Call back opportunities will be divided equally among the Employees who are available, willing and qualified to perform the work that is available. An Employee who is called back, having completed their regular shift, other than for scheduled overtime work, will be paid either a minimum of three (3) hours at straight time rates, or at their applicable overtime rate for the time worked on the call-back, whichever is the greater.

11.03 Overtime Pay

All overtime pay will be at the rate of time and one-half (1½x) the regular hourly rate.

11.04 Time Off in Lieu of Overtime

- (a) An Employee will be allowed to bank overtime as time off in lieu of payment. Banked overtime may be taken at a time mutually agreeable to the Employer and the Employee, accumulated to a maximum of forty (40) hours per calendar year. The maximum accrual may be extended with the agreement of the Employer.
- (b) The Employee will indicate at the time the overtime is worked whether to take the time in lieu or to be paid overtime.

11.05 Reporting Pay

An Employee reporting for work on their regular shift will be paid their regular rate of pay for the period worked, with a minimum of three (3) hours of pay.

11.06 Unscheduled Overtime

An Employee may be required to work hours beyond regularly scheduled hours to overcome unexpected workloads and to meet extraordinary situations. Such overtime must be authorized by the Employer.

11.07 Standby Pay

Standby opportunities will be divided equally among the Employees who are willing and qualified to perform the work that is available. Where the Employer requires an Employee to be available on standby during off-duty hours, the Employee will be entitled to three dollars (\$3.00) per hour for each hour on Standby.

If the Employee on stand-by is required to work, all hours so worked will be subject to the applicable overtime rates but will not receive the standby pay for the hours worked.

11.08 No Layoff to Compensate for Overtime

There will be no layoff of regular hours to equalize any overtime which the Employee has worked.

ARTICLE 12 – BENEFITS

12.01 The Employer agrees to provide the Benefits as per Employer Policy HR 720-02 Group Benefits and Pension, effective date September 16, 2013, deemed current on the date of certification of the Bargaining Unit.

12.02 This Benefits package coverage includes health and insurance plans as follows:

- (a) Extended Health Care;
- (b) Dental Care;
- (c) Life Insurance; Dependent Life Insurance;
- (d) Accidental Death and Dismemberment; Short Term Sick Leave with EI Sub Top Up; Long Term Disability; and
- (e) Health Care Spending Account and/or Wellness Account of six hundred dollars (\$600.00) for one (1) full year.

12.03 The Employer's benefit policy, including mandatory benefits and cost-sharing, will not change during the life of this Collective Agreement unless otherwise agreed to in writing by the Employer and the Union.

ARTICLE 13 – PENSION PLAN

13.01 The Employer acknowledges that all eligible Employees will participate in the Local Authorities Pension Plan (LAPP), or any successor plan, in accordance with the terms and conditions of the Local Authorities Pension Plan text, or the terms and conditions of the successor plan.

ARTICLE 14 – PERSONAL LEAVE DAYS

14.01 Each permanent Full-time Employee will be entitled, from the first day of employment to one (1) Personal Day per calendar month.

Up to six (6) Personal Leave days may be used, per year, for the health care of immediate family members.

14.02 All permanent Part-time Employees will be entitled to the following:

- (a) Personal Leave credits on a prorated basis, based on their regular FTE.
- (b) Personal Leave days, for the health care needs of immediate family members may also be accessed on a pro-rated basis.

14.03 Leave credits will accumulate to a maximum of ninety (90) days. Unused time will not be paid out.

14.04 The Employer may require a note from a medical doctor to help understand extended leaves, validate the reason for leave, understand limitations and modified work opportunities. Examples may include, but are not limited to, leaves for three (3) or more days, frequent leaves or situations where the Employer requires more information to understand the nature of the leave.

The Employer may adjust an Employee's schedule to accommodate ongoing appointments or Family Leave provisions.

- 14.05 In addition to other urgent personal matters that the Director deems as compensable leave time, the below types of leaves are included:
- (a) Personal sick time for physical or mental health concerns.
 - (b) Family illness where the Employee is the primary caregiver.
 - (c) Medical appointments that must be scheduled during work hours.
 - (d) Urgent personal and household matters.
 - (e) Leave for grieving, planning, or attending funerals and/or to initiate estate trustee duties.
 - (f) Leave for the birth or adoption of a child.

14.06 If an Employee becomes ill or injured before starting their scheduled vacation time, they may request to have that portion of their vacation rescheduled for a later date. Employees requesting adjustment to vacation after their vacation begins may do so by providing timely proof of illness and/or hospitalization.

Illnesses or injuries covered by WCB are not covered by Personal Leave.

14.07 Personal Leave for illness or injury for greater than five (5) consecutive workdays will transition to short-term disability leave for eligible Employees at the Employer's discretion.

ARTICLE 15 – VACATION

15.01 Length of Vacation

Every Permanent Employee will be entitled to an annual vacation or payment in lieu thereof, based on the date of permanent hire, as follows:

- (a) Service from one (1) to five (5) years - fifteen (15) days or six percent (6%) vacation pay
- (b) Service from six (6) to ten (10) years – twenty (20) days or eight percent (8%) vacation pay
- (c) Service from eleven (11) to fifteen (15) years – twenty-five (25) days or ten percent (10%) vacation pay
- (d) Service of sixteen (16) years or more - thirty (30) days or twelve percent (12%) vacation pay

15.02 Carry-Over of Vacation

Employees will be allowed to carry forward paid vacation time into the next calendar year to a maximum of one (1) week. Employees may request to carry over more than one (1) week for special circumstances. Request to carry over more than one (1) week vacation for special circumstances will not be unreasonably denied.

15.03 Part-time and Temporary Employees working less than thirty (30) hours per week will have their vacation paid out bi-weekly.

15.04 Unbroken Vacation Period

An Employee will be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon between the Employee concerned and the Employer.

15.03 Approved Leave of Absence During Vacation

Where an Employee qualified for Sick Leave, Bereavement, or any other approved leave during the period of vacation, there will be no deduction from vacation credits for such absence. The period of vacation so displaced will either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

15.04 Vacation Pay on Termination

Employees will be paid for all accrued but untaken vacation entitlement to the end of employment. The value of any excess vacation taken by an Employee may be deducted from the Employee's final pay.

ARTICLE 16 – LEAVES

16.01 Leaves

Employees are entitled to leaves of absence in accordance with Employer policy and the Alberta *Employment Standards Code*, with respect to applicable statutory job-protected leaves, including but not limited to:

- (a) Citizenship ceremony
- (b) Compassionate care
- (c) Covid-19 and Covid-19 vaccination
- (d) Critical illness
- (e) Death or disappearance of a child

- (f) Domestic violence
- (g) Long-term illness and injury
- (h) Maternity and parental
- (i) Personal and family responsibility
- (j) Reservist

16.02 Unpaid Leave

Approval for an unpaid leave of absence will be reviewed on a case-by-case basis.

Employees on an unpaid leave of absence will not accrue Vacation entitlement or Sick Leave.

Prior to an approved unpaid leave, an Employee may take any unused accrued vacation time and/or any banked overtime.

16.03 Jury Duty and Court Attendance

If an Employee is required as a juror in any court of law, or is required to attend as a witness in a court proceeding, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the Employee's duties at The City of Chestermere, the Employee will not lose regular pay or seniority because of such attendance, provided that the Employee:

- (a) Notifies the Employer immediately on the Employee's notification that they will be required to attend at court;
- (b) Present proof of service requiring the Employee's attendance; and
- (c) Deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

16.04 Leave of Absence for Full-time Union or Public Duties

An Employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, will be granted leave of absence with pay and without loss of seniority. The Union will reimburse the Employer for the receipt for such pay.

16.05 Union Leave

Upon notification to the Employer, an Employee elected or appointed to represent the Union at Union functions will be allowed a leave of absence with pay and benefits and without loss of seniority. The Union will reimburse the Employer for receipt of such pay.

ARTICLE 17 – NAMED HOLIDAYS

17.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1 st)	Boxing Day
Civic Holiday	

All additional Holidays proclaimed by The City of Chestermere or the Government of Alberta that apply to Employees will also be recognized as paid Holidays under this Agreement.

17.02 Holiday Qualifications

In order to be entitled to receive payment for these holidays, the Employee must work their scheduled working day immediately preceding or the working day following the holiday unless on a leave of absence or absent due to illness.

17.03 Payment for Holidays

An Employee who is required to work on any of the above-named holidays will receive the following in addition to pay for the holiday at the Employee's regular hourly rate:

- (a) pay at the rate of time and one and a half (1½x) the Employee's regular hourly rate for every hour worked on such day, or,
- (b) the Employee may be granted an alternate day off (lieu day), at a mutually agreeable time.

Payment for such lieu day will be based upon the entitlement the Employee otherwise would have been eligible to receive for the holiday at straight-time hourly rates. Holiday pay is only payable for the shift hours actually worked on the holiday.

17.04 Holidays for Days Off

When any of the above-noted holidays fall on an Employee's scheduled day off, the Employee will receive another day off with pay at a time mutually agreed upon between the Employee and the Employer, or by mutual agreement, a day's pay in lieu thereof.

Employees may take lieu time off during the period two (2) months in advance or following the holiday at a time mutually agreed. If an Employee takes paid time off before the holiday and their employment then ends before the holiday occurs, any pay they may have received is an offset against any wages or vacation pay owed to them.

17.05 Paid Holidays During Vacation or Leave

If a paid holiday falls or is observed during an Employee's vacation period the Employee will be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time. If a paid holiday falls or is observed during an Employee's authorized leave period, that day will count as a paid holiday and not as a day of leave.

ARTICLE 18 – FEES AND ALLOWANCES

18.01 Education and Professional Fees

The Employer agrees to pay the Employee's wages and costs of any upgrading or courses that the Employer requires the Employee to take.

Where an Employee is required to maintain a certification that pertains to the Employee's position, the Employer will pay for the fees associated with that certification. This will not be interrupted by a temporary reassignment or secondment.

18.02 Mileage Allowance

- (a) When Employees are required by the Employer to use their own vehicles in the performance of their duties, they will be reimbursed for all distance driven for Employer business purposes at the rate set out by Canadian Revenue Agency (CRA) per kilometre.
- (b) When calculating the distance where a trip begins at home, the distance charged will be lesser of from home or office to the designated location.

18.03 Equipment and Tools

The Employer will supply all tools and equipment required by Employees in the performance of their duties. Replacement(s) will be made by producing the worn or broken tool. Employees will report a lost or stolen tool to the Employer.

18.04 Safety Boot Allowance

The Employer will provide a boot allowance of one hundred and eighty dollars (\$180.00) every calendar year to all Employees required to wear CSA-approved safety footwear or otherwise specified for the uniform requirement. Boot allowances may be carried forward for two (2) years.

ARTICLE 19 – POSTING OF POSITIONS

19.01 Job Postings

- (a) When a vacancy occurs or a new position is created, the Employer may immediately fill the position temporarily if needed and will post notice of the position for a minimum of nine (9) working days internally and externally, with a copy to the Union.
- (b) Where a job vacancy falling under the scope of this Collective Agreement is posted, applicants from within the Bargaining Unit will be assessed before external applicants are considered.
- (c) Where the required qualifications of two (2) or more applicants are relatively equal, seniority will govern.
- (d) Appointments to positions may be made by mutual agreement between the Union and the City without posting.

19.02 Temporary Vacancies

- (a) Temporary vacancies anticipated to be less than eight (8) weeks in duration will not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.
- (b) A vacancy that occurs for more than eight (8) weeks will be posted stating that the position is limited and will indicate the estimated duration of the limited job. In any event, the limited job will not exceed twelve (12) months. Upon termination of a limited job, the Employee filling the vacancy will be returned to the classification and job location in which they last worked. In the event that a Part-time Employee is a successful applicant, the Employee will retain their part-time status during the limited full-time period.
- (c) The successful applicant for a temporary full-time vacancy will fill the vacancy within five (5) calendar days from the date the Employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

19.03 Appointments

In assessing the required qualifications of applicants, the Employer will consider each applicant's abilities, education, skills, knowledge, aptitude and fitness for the vacant or newly created position in the Bargaining Unit and where the required qualifications of two (2) or more applicants are relatively equal, seniority will govern.

19.04 Union Notification

The Union will be notified of all appointments, hirings, layoffs, recalls and terminations of employment. Notices of such appointments will also be posted. The Union will be supplied with a copy of each posting.

19.05 Classifications

When a new position is created, or an existing position is reclassified, the Employer will set a rate for the position and immediately notify the Union. If this rate is acceptable to the Union, it will become the rate for the job. If the rate is not acceptable to the Union, the Union will advise the City and negotiations will then take place between the Parties in an effort to establish a rate, which is mutually satisfactory. If the Parties are unable to reach an agreement, the matter will be submitted to arbitration. The new rate will apply retroactively to the time the position was first filled by the Employee.

ARTICLE 20 – SENIORITY

20.01 Recognition of Seniority

Both Parties recognize the principle of promotion within the service of the Employer and that job opportunities should increase in proportion to the length of service.

In making promotions and transfers, the Employer will assess applicants for the required qualifications considering their individual education, skills and abilities. Where two (2) or more applicants are considered relatively equal, seniority will govern.

20.02 Seniority Defined

- (a) Seniority is defined as the length of continuous service, in hours, that an Employee has been on the Employer's payroll in a Bargaining Unit position.
- (b) An Employee's name will not be placed on the seniority list until they have completed their probationary period but will have all hours credited.
- (c) For the purpose of this Article, time away from work that is protected by the *Alberta Employment Standards Code* and Union Leave will be deemed to be hours paid.

- (d) Employees hired on the same date will have their seniority determined by a lottery. The Union will conduct the lottery, in the presence of the Employer and will pull the names of the Employees hired on the same date from a hat, names as they are pulled out will determine the order of seniority.

20.03 Seniority Lists

The Employer will maintain a seniority list showing the date upon which each Employee's service commenced and the hours worked. An up-to-date seniority list will be sent to the Union and posted on all bulletin boards and emails in January and June of each year.

Employees will accumulate seniority on the basis of their continuous service in the Bargaining Unit from the last date of hire, including all previous service prior to Certification. Seniority will operate on a Bargaining Unit-wide basis.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in this Agreement.

All seniority, vacation and other credits obtained under this Agreement will be retained and transferred with the Employee when reclassified.

20.04 Loss of Seniority

An Employee will not lose seniority rights if the Employee is absent from work because of approved sickness, accident, layoff, or leave of absence.

An Employee will only lose their seniority in the event the Employee:

- (a) is discharged for just cause and not reinstated;
- (b) voluntarily resigns;
- (c) fails to return to work within five (5) days after layoff after being notified to do so, unless approved by the Employer;
- (d) fails to return from an approved leave of absence when scheduled;
- (e) is laid off in excess of twelve (12) months;
- (f) agrees to accept termination in lieu of recall rights; and
- (g) is absent from work in excess of three (3) consecutive working days without sufficient cause or without notifying the Employer.

20.05 Seniority While Outside Bargaining Unit

No Employee will be forced to take any position outside of the Bargaining Unit. An Employee may accept a temporary non-Union assignment of up to twelve (12) months without losing their seniority in the Bargaining Unit. This time frame may be extended by an additional six (6) months upon mutual agreement between the Parties. Upon return to the Bargaining Unit, the Employee will be returned to the Employee's former position.

In addition, any other job position changes to any other Bargaining Unit member will also revert back to their original positions. During this period of leave, the Employee will continue to pay Union dues based on the rate of pay in the new position.

ARTICLE 21 – PROBATIONARY EMPLOYEES

21.01 Probationary Employees

Newly hired Full-time Employees will be considered on a probationary basis for a period of three (3) calendar months. The probationary period for Regular Part-time Employees will be four hundred and fifty (450 hours) hours worked from the date of hire. During the probationary period, Employees will be entitled to all rights and privileges of this Collective Agreement unless otherwise specified. An Employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority will be effective from the original date of employment.

21.02 Probationary Employees

During the probationary period, Probationary Employees will be entitled to all rights and privileges of this Agreement unless otherwise specified. The Employer may terminate a Probationary Employee for any lawful reason during the probationary period. The termination of a Probationary Employee may be grieved, the Employer's determination of such a grievance will be final and binding at Step 2 of the Grievance Procedure.

ARTICLE 22 – LAYOFFS AND RECALLS

22.01 Definition of Layoff

A layoff will be defined as either a temporary or a permanent reduction in the workforce, an elimination of a position, or a reduction in the regular hours of work as defined in this Agreement. A permanent layoff will be defined as one which lasts longer than thirteen (13) weeks.

22.02 Notice of Layoff to Employees

Unless legislation is more favourable to the Employees, the Employer will notify Employees who are to be laid off three (3) weeks prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this Article, they will be paid for the days for which work was not made available.

22.03 Notice of Layoff to Union

In the event of a proposed layoff, the Employer will, prior to issuing notices of layoffs:

- (a) Provide to the Union notification of the proposed layoffs or staff reduction proposals.
- (b) Relay to the Union the reasons for the layoffs and rationale for the decisions, and the extent of same.
- (c) Discuss the proposal for implementing layoffs including the areas affected, the Employees affected, and the duration.
- (d) Establish a Union Management Meeting to discuss any realignment of service or staff and the effect on the bargaining Union.
- (e) Provide a forum to search out employment opportunities within the workplace for Employees displaced or laid off.

22.04 Rights of Employees Receiving Notice of Layoff of Displacement

An Employee who is laid off will, within seven (7) calendar days, have the right to either:

- (a) accept the layoff and be placed on the recall list; or
- (b) displace an Employee who has lesser Bargaining Unit seniority for which the laid off Employee meets the minimum qualifications of the job description. The displaced Employee will be laid off; or,
- (c) accept the layoff and receive termination pay in accordance with the *Alberta Employment Standards Code*.

22.05 Role of Seniority in Layoffs

Both Parties recognize that job security will increase in proportion to the length of service. Therefore, in the event of a layoff, the Employee will be laid off in the reverse order of their Bargaining Unit-wide seniority.

22.06 Recall Procedure

An Employee who is laid off will have the right of recall for twelve (12) months to the job held prior to the layoff or any vacancy or new position with the Employer for which the laid off Employee meets the minimum qualifications of the job description. The length of recall may be adjusted with the mutual agreement of the Employer and the Union.

- (a) Employees on the recall list are responsible for advising the Human Resources Department of any change of address or phone number.
- (b) Open positions will be offered to the most senior Employee on the recall list who meets the minimum qualifications of the job description. The Employer will advise this notice of recall to the last telephone number on file.
- (c) Should the Employer be unable to contact the most senior Employee on the recall list by telephone within forty-eight (48) hours of the first attempt to contact the Employee, the next most senior Employee will be contacted and offered the position.
 - (i) The first Employee will be contacted via registered mail to the last address on file. If the Employee fails to accept the registered letter, contact the Employer with updated telephone contact information, or if the letter is returned to the sender as undeliverable within seven (7) calendar days, the Employee will be struck from the recall list and all obligations to the Employee will end.
- (d) An Employee on recall who refuses to accept a position that is relatively equivalent to the position the Employee held prior to layoff, or fails to report within ten (10) working days of the date the position was offered to them, the Employee will be struck from the recall list and all obligations towards the Employee will end.
- (e) Employees on layoff will be given preference for temporary vacancies which are expected to exceed ten (10) working days. An Employee who has been recalled to such temporary vacancy will not be required to accept such recall and may instead remain on layoff.
- (f) An Employee recalled to work in a different classification or position from which they were laid off will have the privilege of returning to their position they held prior to the layoff should it become vacant within six (6) months of being recalled.
- (g) No new Employees will be hired until all those laid off have been given an opportunity to return to work and have failed to do so or have been found unable to perform the work available.
- (h) Posting procedures under Article 19 will not apply to positions offered to Employees on the recall list.

22.07 Grievance on Layoff and Recalls

Grievances concerning layoffs and recalls will be initiated at Step 3 of the Grievance Procedure.

22.08 Medical Benefits While on Layoff

In the event of a layoff where an Employee is subject to recall, the Employer will continue payment of the medical benefits for a period of three (3) months. The Employee may, at their own expense, elect to continue these medical benefits for up to a further nine (9) months provided that the premiums are paid in advance, or by post-dated cheques, to maintain coverage.

ARTICLE 23 – GRIEVANCE PROCEDURES

23.01 Definition of Grievance

A grievance is defined as a written complaint regarding any difference arising out of the interpretation, application, administration, or alleged violation of this Agreement.

23.02 Time Limits

All time limits set out in this Article are mandatory. If a grieving Party does not advance the grievance within the time limits specified, the grievance will be deemed to be abandoned, and all rights of recourse to the grievance procedure will be terminated. However, the time limits in this Article may be extended upon agreement of both Parties. If the responding Party fails to comply with any of the time limits specified in this Article, the grievance will automatically move to the next step, unless the Parties have mutually agreed to time extensions.

23.03 Grievances will be handled in the following manner:

Step 1: Informal

An Employee with any grievance will first attempt to resolve it informally between the Employee and the Employee's supervisor, with or without a Union Representative.

If a dispute involving the suspension or dismissal of an Employee occurs, it will be submitted at Step 2 of this Article.

Step 2: Formal

Failing to resolve the grievance through Step 1, the grieving Party, whether the Union or the Employer, must submit the grievance in writing within ten (10) calendar days following the date of being aware of the incident, or after the informal process, to the Department Manager or a Union Representative (as the case may be) specifying the nature of the

grievance, the provision(s) of the Agreement upon which the grievance is based, and the proposed resolution.

Upon receipt of the written grievance, the Parties (and any affected Employee) will meet to discuss the grievance within ten (10) calendar days, and the responding Party will respond in writing within ten (10) calendar days.

Step 3: Formal

Failing to resolve the grievance through Step 2, the grieving Party will submit the grievance in writing to a Chief Administrative Officer of the Employer (CAO) or designate or the Union President (as the case may be) within ten (10) calendar days of receipt of Step 2 written response. Upon receipt, the Parties (the CAO and Union President, or their delegates) and any affected Employee will meet to discuss the grievance within ten (10) calendar days or such later time period to which the Parties agree, and the responding Party will respond in writing within ten (10) days.

Step 4: Formal

Failing a satisfactory settlement being reached in Step 3, the grieving Party may refer the dispute to arbitration within forty-five (45) calendar days.

Replies to grievances stating reasons will be in writing at all stages.

23.04 Mediation

By mutual consent, the Parties may agree to use the services of a mediator. The Parties agree to share the costs of the mediation.

23.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Steps 1 and 2 of this Article may be bypassed.

23.06 Waiver

Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer and the Union.

23.07 Union Representatives and greivors will be entitled to leave their work during working hours to attend grievance meetings with the Employer. Time spent at these meetings will be considered time worked.

Union Representatives will be entitled to leave their work during working hours in order to carry out their functions under this Agreement.

Permission to leave work during working hours for these purposes will first be obtained from the immediate supervisor and permission will not be unreasonably withheld. In the event that the Employer is unable to release a Union Representative or grievor, the Employer will reschedule the meeting, or provide an alternate time to the Union Representative for when they can conduct their Union functions.

ARTICLE 24 – ARBITRATION PROCEDURE

24.01 Arbitration Procedure

Failing a satisfactory settlement being reached in Step 3, the grieving Party may refer the dispute to arbitration within forty-five (45) calendar days.

24.02 Either of the Parties wishing to submit a grievance to Arbitration will notify the other Party in writing.

24.03 The Employer and the Union will mutually agree on the Arbitrator within fourteen (14) calendar days of the referral. In the event that an agreement is not possible, either Party may request the appointment of an arbitrator from the Director of Mediation Services.

24.04 After the arbitrator has been selected or appointed, the arbitrator will meet with the Parties and hear evidence as the Parties may desire to present, ensure a full, fair hearing, and will render the decision, in writing, to the Parties.

24.05 The decision of the arbitrator will be final and binding on the Parties.

24.06 The Arbitration decision will be governed by the terms of this Agreement and will not alter, amend or change the terms of this Agreement; however, where an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the arbitrator may substitute any penalty for the discharge or discipline that seems just and reasonable to the arbitrator.

24.07 Where an arbitrator, by way of an award, determines that this Agreement has been violated, the arbitrator may issue a declaration that the Agreement has been violated and may order the affected Party to comply with the Agreement, even if this remedy was not specifically sought in the grievance. An arbitrator may order compensation if appropriate.

24.08 The fees and expenses of the arbitrator will be borne equally by the two (2) Parties to the dispute.

24.09 Time Limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the Parties.

ARTICLE 25 – DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS

25.01 Just Cause

Any Employee may be disciplined or dismissed for just cause.

25.02 Forms of Discipline

Discipline may include verbal or written warnings, paid or unpaid suspensions, demotions, or termination.

25.03 Union Representation

An Employee who is called to a meeting by Management for the purpose of receiving disciplinary action, a disciplinary suspension or discharge, or for an investigation that may lead to discipline, will be advised of the purpose of the meeting and will have the right to request the presence of a Union representative. Any and all discipline provided to the Employee will be deemed null and void unless a Union representative is present.

25.04 Access to Personnel File

An Employee will have the right during normal business hours to have access to a copy of and review the Employee's personnel file. The Employee is entitled to receive a copy of the file if requested.

25.05 Discipline Grievances

Any grievance resulting from discipline will be filed at Step 2 of the grievance procedure.

25.06 Disciplinary Action

The Employer may take disciplinary action against an Employee within fifteen (15) working days of the Employer having knowledge of the incident giving rise to the discipline. The Employee and the Union will then be promptly notified in writing of the disciplinary action.

The record of the suspension, disciplinary action, letter or reprimand or adverse report of an Employee will not be used against them at any time after twelve (12) months following such suspension or disciplinary action, letters of reprimand or adverse report.

25.07 Discipline Notices

Whenever the Employer or a representative of the Employer deems it necessary to censure an Employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such Employee fails to bring their work up to a required standard, the Employer will, within five (5) days thereafter, give written particulars of such

censure to the Union in the manner set out in Article 29, with a copy to the Employee involved.

25.08 Workplace Surveillance

The Parties agree that surveillance equipment in the workplace will be primarily used for the purposes of ensuring the security of Employer assets and Employee safety. Surveillance equipment will not be used for the purpose of regular monitoring of Employees in the workplace.

ARTICLE 26 – HEALTH AND SAFETY

26.01 Responsibilities

The Employer will make practicable provisions for the safety and health of Employees in the workplace. The Employer may publish safety rules and procedures in a Safety Manual and provide copies to the Union and Employees.

The Parties agree to abide by the Alberta *Occupational Health and Safety Act* and its *Regulations*. The Union and the Employer, as a matter of principle, recognize that occupational health and safety is a shared concern. While the provision of a healthy and safe workplace is the responsibility of the Employer, both Parties will cooperate on promoting and improving rules and practices that will enhance the physiological, psychological, and social well-being with respect to working conditions. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury, and illness, and to promote the health and safety of all Employees.

The Union recognizes its responsibility for safety and will cooperate with the Employer in urging Employees to follow and observe Employer safety requirements.

26.02 Health and Safety Committee

- (a) A Joint Management and Employees Health and Safety Committee will be established according to the Alberta *Occupational Health and Safety Act*. The Committee will normally meet around once a month. Scheduled time spent in such meetings is to be considered to be time worked and will be paid according to the Collective Agreement. Minutes will be taken of all meetings and copies will be sent to the Employer and to the Union.
- (b) At least three (3) of the members of the Committee will be selected by the Union, and at least three (3) of the members of the Committee will be selected by the Employer.

26.03 Duties of the Committee

The committee will address matters concerning safe work conditions and practices, including:

- (a) Participating in the development of health and safety policies and programs.
- (b) Considering complaints or reports relating to the health and safety of Employees.
- (c) Participating in the implementation of the Employer's health and safety programs.
- (d) Participating in the development, implementation, and monitoring of a program for the prevention of hazards in the workplace.
- (e) Participating as needed in inquiries, investigations, studies, and inspections pertaining to the health and safety of Employees.
- (f) Participating in the implementation and monitoring of programs related to the provision of personal protective equipment, clothing, devices, or materials.

26.04 Personal Protective Equipment

The Employer will supply protective clothing and equipment as required under the Alberta *Occupational Health and Safety Act*.

26.05 Modified Duties

The Union, Employer, and Employees will cooperate to provide modified duties to Employees when injured or disabled.

When the medical information provided by the Employee in response to reasonable questions from the Employer does not resolve the Employer's reasonable concerns, and after all reasonable attempts have been made by the Employer to obtain the information from the Employee and the Employee's own medical practitioners, the Employer may require an Employee to undergo an independent medical evaluation to determine the Employee's ability to perform the work required. The Employer will be responsible for the cost of the independent medical evaluation and report.

ARTICLE 27 – GENERAL

27.01 Law of Agreement

This Agreement is governed by the laws of Alberta.

27.02 Severability

In the event that any Articles or portions of this Agreement are determined to be invalid or unenforceable by a court of law, Arbitrator, Arbitration Board, or labour tribunal, such decision will not invalidate any portions of this Agreement other than those directly specified by such decision to be invalid, improper, or otherwise unenforceable and the remainder of the Agreement continues in full force and effect.

27.03 Entire Agreement

This Agreement is the entire agreement between the Parties with respect to its subject matter. However, this Agreement may be amended at any time by written agreement of the Union and Employer.

ARTICLE 28 – TERM OF AGREEMENT

28.01 Agreement Term

The term of this Agreement will be from the December 12, 2023 to December 31, 2025, and will continue from year to year upon the expiration of that term unless either Party gives to the other Party notice in writing at least sixty (60) days or no more than one hundred and twenty (120) days prior to the expiration date in each year that it desires its termination or amendment.

28.02 Changes in Agreement

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

ARTICLE 29 – CORRESPONDENCE

29.01 All formal communication between the Parties related to the Agreement may be sent electronically.

29.02 All formal communications between the Parties will be addressed to:

- (a) City designate
- (b) CUPE, Local 37 President at admin@cupe37.ca and office@cupe37.ca

SCHEDULE A

Current Employees as of December 12, 2023, will maintain their current rate of pay and will receive general wage increases based on their wage as of December 12, 2023.

The following Schedule A rates of pay will apply to new Employees hired after December 12, 2023.

The general wage increases apply and increase the rate table.

General Wage increases

Additional Compensation: \$750.00 for all Employees employed on December 12, 2023

Payable within two (2) pay periods after December 12, 2023

January 1, 2024: 2.5% general wage increase

January 1, 2025: 2.5% general wage increase

SCHEDULE A – NEW EMPLOYEES HIRED AFTER DECEMBER 12, 2023

	2023		January 1, 2024		January 1, 2025	
			2.50%		2.50%	
	Probation	Job Rate	Probation	Job Rate	Probation	Job Rate
Administrative Assistant to City Director	\$28.00	\$30.77	\$28.70	\$31.54	\$29.42	\$32.33
Administrative Assistant, Community Operations I	\$31.63	\$33.33	\$32.42	\$34.16	\$33.23	\$35.02
Administrative Assistant, Community Operations II	\$31.47	\$33.17	\$32.26	\$34.00	\$33.06	\$34.85
Administrative Assistant, Community Operations III	\$34.46	\$36.06	\$35.32	\$36.96	\$36.20	\$37.89
Administrative Assistant, Community Safety I	\$32.12	\$33.85	\$32.92	\$34.70	\$33.75	\$35.56
Administrative Assistant, Community Safety II	\$33.09	\$34.87	\$33.92	\$35.74	\$34.77	\$36.64
Administrative Assistant, Environmental Services I	\$31.63	\$33.33	\$32.42	\$34.16	\$33.23	\$35.02
Administrative Assistant, Environmental Services II	\$31.47	\$33.17	\$32.26	\$34.00	\$33.06	\$34.85
Administrative Assistant, Environmental Services III	\$34.46	\$36.06	\$35.32	\$36.96	\$36.20	\$37.89
Administrative Assistant Fleet I	\$31.63	\$33.33	\$32.42	\$34.16	\$33.23	\$35.02
Administrative Assistant Fleet II	\$31.47	\$33.17	\$32.26	\$34.00	\$33.06	\$34.85
Administrative Assistant Fleet III	\$34.22	\$36.06	\$35.08	\$36.96	\$35.95	\$37.89
Applications System Analyst II	\$34.10	\$35.90	\$34.95	\$36.80	\$35.83	\$37.72
Automotive Technician	\$41.20	\$43.30	\$42.23	\$44.38	\$43.29	\$45.49
Building Safety Codes Officer I	\$46.15	\$47.18	\$47.30	\$48.36	\$48.49	\$49.57
Building Safety Codes Officer II	\$45.48	\$47.18	\$46.62	\$48.36	\$47.78	\$49.57
Building Safety Codes Officer III	\$46.15	\$47.18	\$47.30	\$48.36	\$48.49	\$49.57
Civil Engineer (EIT) I	\$31.79	\$33.33	\$32.58	\$34.16	\$33.40	\$35.02
Civil Engineer (EIT) II	\$31.79	\$33.33	\$32.58	\$34.16	\$33.40	\$35.02
Communications Officer	\$34.10	\$35.90	\$34.95	\$36.80	\$35.83	\$37.72
Community Grant Coordinator	\$31.79	\$33.49	\$32.58	\$34.33	\$33.40	\$35.19
Community Social Development Specialist I	\$33.68	\$35.38	\$34.52	\$36.26	\$35.39	\$37.17
Community Social Development Specialist II	\$35.38	\$37.74	\$36.26	\$38.68	\$37.17	\$39.65
Community Social Support Strategist	\$24.00	\$25.00	\$24.60	\$25.63	\$25.22	\$26.27
Community Wellness Coordinator	\$34.10	\$35.90	\$34.95	\$36.80	\$35.83	\$37.72
Corporate Properties Coordinator	\$33.31	\$35.10	\$34.14	\$35.98	\$35.00	\$36.88
Crew Lead - Landscape	\$32.45	\$33.58	\$33.26	\$34.42	\$34.09	\$35.28
Crew Lead - Parks/Fields	\$32.45	\$33.58	\$33.26	\$34.42	\$34.09	\$35.28

Crew Lead - Plant Health Care	\$25.00	\$26.92	\$25.63	\$27.59	\$26.27	\$28.28
Customer Service Financial Clerk	\$27.50	\$29.23	\$28.19	\$29.96	\$28.89	\$30.71
Customer Service Utility Billing Clerk	\$27.50	\$29.23	\$28.19	\$29.96	\$28.89	\$30.71
Detachment Clerk I	\$27.25	\$28.65	\$27.93	\$29.37	\$28.63	\$30.10
Detachment Clerk II	\$28.27	\$29.35	\$28.98	\$30.08	\$29.70	\$30.84
Development Assistant I	\$25.80	\$27.18	\$26.45	\$27.86	\$27.11	\$28.56
Development Assistant II	\$27.02	\$28.72	\$27.70	\$29.44	\$28.39	\$30.17
Development Assistant III	\$29.07	\$30.77	\$29.80	\$31.54	\$30.54	\$32.33
Development Assistant (Temp)	\$25.80	\$27.18	\$26.45	\$27.86	\$27.11	\$28.56
Electrical Safety Codes Officer I	\$44.45	\$46.15	\$45.56	\$47.30	\$46.70	\$48.49
Electrical Safety Codes Officer II	\$46.15	\$49.00	\$47.30	\$50.23	\$48.49	\$51.48
Electrical Safety Codes Officer III	\$47.00	\$50.00	\$48.18	\$51.25	\$49.38	\$52.53
Engineering Technologist Level I	\$30.09	\$31.79	\$30.84	\$32.58	\$31.61	\$33.40
Engineering Technologist Level II	\$37.95	\$38.46	\$38.90	\$39.42	\$39.87	\$40.41
Events Assistant	\$28.00	\$30.77	\$28.70	\$31.54	\$29.42	\$32.33
Executive Administrator to Council	\$39.33	\$41.03	\$40.31	\$42.06	\$41.32	\$43.11
Executive Administrator to Director, CGI	\$37.95	\$38.46	\$38.90	\$39.42	\$39.87	\$40.41
Executive Assistant to Director, Econ. Devel.	\$39.33	\$41.03	\$40.31	\$42.06	\$41.32	\$43.11
Family & Community Service Program Assistant	\$28.50	\$30.00	\$29.21	\$30.75	\$29.94	\$31.52
Family Support Coordinator	\$34.10	\$35.90	\$34.95	\$36.80	\$35.83	\$37.72
Finance Clerk I	\$27.50	\$29.04	\$28.19	\$29.77	\$28.89	\$30.51
Finance Clerk II	\$26.51	\$28.21	\$27.17	\$28.92	\$27.85	\$29.64
Finance Clerk III	\$27.53	\$29.23	\$28.22	\$29.96	\$28.92	\$30.71
Financial Clerk, Utility & City	\$27.50	\$29.04	\$28.19	\$29.77	\$28.89	\$30.51
Financial Clerk, Tax & Utility	\$27.50	\$29.04	\$28.19	\$29.77	\$28.89	\$30.51
Finance Officer	\$37.48	\$39.49	\$38.42	\$40.48	\$39.38	\$41.49
Financial Data Analyst	\$42.34	\$44.62	\$43.40	\$45.74	\$44.48	\$46.88
GIS Technician	\$35.77	\$37.69	\$36.66	\$38.63	\$37.58	\$39.60
GIS Technologist	\$30.66	\$32.31	\$31.43	\$33.12	\$32.21	\$33.95
Graphic Designer	\$34.10	\$35.90	\$34.95	\$36.80	\$35.83	\$37.72
Growth & Development Coordinator	\$36.50	\$38.46	\$37.41	\$39.42	\$38.35	\$40.41
Health & Safety Advisor	\$39.18	\$41.29	\$40.16	\$42.32	\$41.16	\$43.38
Health & Safety Officer	\$47.01	\$49.54	\$48.19	\$50.78	\$49.39	\$52.05

Heavy Duty Mechanic I	\$42.00	\$43.21	\$43.05	\$44.29	\$44.13	\$45.40
Heavy Duty Mechanic II	\$43.34	\$45.67	\$44.42	\$46.81	\$45.53	\$47.98
HR Advisor/Payroll	\$34.10	\$35.90	\$34.95	\$36.80	\$35.83	\$37.72
HR Advisor/Recruiter	\$34.10	\$35.90	\$34.95	\$36.80	\$35.83	\$37.72
IT Technician, Level I	\$31.32	\$33.00	\$32.10	\$33.83	\$32.91	\$34.67
IT Technician, Level II	\$34.20	\$35.90	\$35.06	\$36.80	\$35.93	\$37.72
Junior Supply Chain Analyst	\$24.97	\$26.67	\$25.59	\$27.34	\$26.23	\$28.02
Landscape Coordinator	\$37.16	\$39.16	\$38.09	\$40.14	\$39.04	\$41.14
Legislative Assistant	\$28.21	\$29.91	\$28.92	\$30.66	\$29.64	\$31.42
Legislative Clerk I	\$28.00	\$30.77	\$28.70	\$31.54	\$29.42	\$32.33
Legislative Clerk II	\$33.33	\$35.03	\$34.16	\$35.91	\$35.02	\$36.80
Multi-media Journalist	\$28.00	\$30.77	\$28.70	\$31.54	\$29.42	\$32.33
Office Coordinator, DIS	\$38.21	\$40.26	\$39.17	\$41.27	\$40.14	\$42.30
Operator, Roads & Fleet	\$29.36	\$30.94	\$30.09	\$31.71	\$30.85	\$32.51
Operator I, Roads & Fleet	\$29.36	\$30.94	\$30.09	\$31.71	\$30.85	\$32.51
Operator II, Roads & Fleet	\$29.36	\$30.94	\$30.09	\$31.71	\$30.85	\$32.51
Operator III, Roads & Fleet	\$29.36	\$30.94	\$30.09	\$31.71	\$30.85	\$32.51
Operator I, Environmental Services	\$25.51	\$26.88	\$26.15	\$27.55	\$26.80	\$28.24
Operator II, Environmental Services	\$25.51	\$26.88	\$26.15	\$27.55	\$26.80	\$28.24
Operator III, Environmental Services	\$29.36	\$30.94	\$30.09	\$31.71	\$30.85	\$32.51
Paralegal	\$41.03	\$42.73	\$42.06	\$43.80	\$43.11	\$44.89
Parent & Caregiver Support Facilitator	\$28.47	\$30.00	\$29.18	\$30.75	\$29.91	\$31.52
Parks/Fields Coordinator	\$35.06	\$36.94	\$35.94	\$37.86	\$36.83	\$38.81
Parks/Gardening Coordinator	\$35.06	\$36.94	\$35.94	\$37.86	\$36.83	\$38.81
Payroll & Benefits Specialist	\$34.10	\$35.90	\$34.95	\$36.80	\$35.83	\$37.72
Peace Officer I	\$39.92	\$41.27	\$40.92	\$42.30	\$41.94	\$43.36
Peace Officer II	\$42.15	\$43.27	\$43.20	\$44.35	\$44.28	\$45.46
Peace Officer III	\$43.48	\$45.19	\$44.57	\$46.32	\$45.68	\$47.48
Planner I	\$36.92	\$38.46	\$37.84	\$39.42	\$38.79	\$40.41
Planner II	\$36.92	\$38.46	\$37.84	\$39.42	\$38.79	\$40.41
Planner III	\$38.46	\$41.03	\$39.42	\$42.06	\$40.41	\$43.11
Planning & Development Technician I	\$29.20	\$30.77	\$29.93	\$31.54	\$30.68	\$32.33
Planning & Development Technician II	\$35.82	\$37.74	\$36.72	\$38.68	\$37.63	\$39.65

Planning Assistant	\$34.10	\$35.90	\$34.95	\$36.80	\$35.83	\$37.72
Plant Health Care Coordinator	\$36.94	\$38.86	\$37.86	\$39.83	\$38.81	\$40.83
Plumbing & Gas Safety Codes Officer I	\$44.45	\$46.15	\$45.56	\$47.30	\$46.70	\$48.49
Plumbing & Gas Safety Codes Officer II	\$46.15	\$49.00	\$47.30	\$50.23	\$48.49	\$51.48
Plumbing & Gas Safety Codes Officer III	\$47.00	\$50.00	\$48.18	\$51.25	\$49.38	\$52.53
Procurement Assistant	\$29.06	\$30.76	\$29.79	\$31.53	\$30.53	\$32.32
Procurement & Contracts Officer	\$52.00	\$53.85	\$53.30	\$55.20	\$54.63	\$56.58
Project Coordinator	\$31.79	\$33.33	\$32.58	\$34.16	\$33.40	\$35.02
Purchasing & Inventory Clerk	\$28.99	\$30.55	\$29.71	\$31.31	\$30.46	\$32.10
Safety Code Technician I	\$28.56	\$30.26	\$29.27	\$31.02	\$30.01	\$31.79
Safety Code Technician II	\$30.09	\$31.79	\$30.84	\$32.58	\$31.61	\$33.40
Safety Code Technician III	\$32.00	\$33.33	\$32.80	\$34.16	\$33.62	\$35.02
Social Content Developer	\$34.10	\$35.90	\$34.95	\$36.80	\$35.83	\$37.72
Storm Water Coordinator	\$35.99	\$37.92	\$36.89	\$38.87	\$37.81	\$39.84
Tax Clerk	\$26.77	\$28.21	\$27.44	\$28.92	\$28.13	\$29.64
Tax Coordinator	\$32.61	\$34.36	\$33.43	\$35.22	\$34.26	\$36.10
Team Lead, Capital Projects	\$58.40	\$61.54	\$59.86	\$63.08	\$61.36	\$64.66
Team Lead, Community Safety Administration	\$38.94	\$41.03	\$39.91	\$42.06	\$40.91	\$43.11
Team Lead, Customer Service/Utilities Accountant	\$29.68	\$31.28	\$30.42	\$32.06	\$31.18	\$32.86
Team Lead, Data Management	\$48.66	\$51.28	\$49.88	\$52.56	\$51.12	\$53.88
Team Lead, Detachment Clerk	\$41.02	\$43.22	\$42.05	\$44.30	\$43.10	\$45.41
Team Lead, Growth & Development	\$46.24	\$48.72	\$47.40	\$49.94	\$48.58	\$51.19
Team Lead, Legislative Services	\$31.63	\$33.33	\$32.42	\$34.16	\$33.23	\$35.02
Team Lead, Planning	\$53.53	\$56.41	\$54.87	\$57.82	\$56.24	\$59.27
Utilities & Infrastructure Technical Lead	\$63.27	\$66.67	\$64.85	\$68.34	\$66.47	\$70.05
Website Developer	\$36.50	\$38.46	\$37.41	\$39.42	\$38.35	\$40.41
Wellness Facilitator I	\$28.47	\$30.00	\$29.18	\$30.75	\$29.91	\$31.52
Wellness Facilitator II	\$31.63	\$33.00	\$32.42	\$33.83	\$33.23	\$34.67

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 37

(CUPE)

and

THE CITY OF CHESTERMERE

(Employer)

RE: WAGE RATES AND LEVELS OF BUILDING SAFETY OFFICERS

The Union and Employer agree that the following terms and conditions shall be applicable to the wage rates for Building Code Safety Officers.


Nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the provisions of the collective bargaining agreement except as specified.


This Letter of Understanding becomes effective upon date of signing by the parties.

This Agreement to alter the wage rates for the Building Safety Code Officers is agreed to under the following terms and conditions:

1. This Agreement will take effect immediately upon signing.
2. The applicable wage rates and levels for Building Code Safety Officers will be as follows:
Level 1 - \$48.36
Level 2 - \$51.26
Level 3 - \$54.33

In witness whereof the parties hereto have caused this agreement to be executed this 15th day of Jan 2025


Matthew Sjogren on behalf of CUPE Local 37


David Sheedy on behalf of the City of Chestermere

DATE: 01/16/25

DATE: 01/15/25

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 37

(CUPE)

and

THE CITY OF CHESTERMERE
EMPLOYER

(Employer)

RE: AGREEMENT TO REMOVE FIVE DOLLAR INITIATION FEE

The Union and Employer agree that Article 7.01 of the Collective Agreement shall read


7.01 (a) Union Dues Deduction and Remittance


The Employer will deduct dues, ~~initiation fees~~, and assessments as set by the Union from each pay of all Employees covered by this Collective Agreement. Such deductions will be forwarded to CUPE Local 37 no later than the tenth (10th) day of the month following the one in which they were deducted. ~~The Employer will deduct five dollars (\$5.00) from the first paycheque of a new Employee for the initiation fee and will remit the funds to CUPE Local 37 with regular dues.~~

Nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the provisions of the collective bargaining agreement except as specified.

In witness whereof the parties hereto have caused this agreement to be executed this 12th day of

June 2024


Matthew Sjogren on behalf of CUPE Local


On Behalf of the Employer

DATE: June 12, 2024

DATE: June 12th 2024

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 37

(CUPE)

and

THE CITY OF CHESTERMERE

(Employer)

RE: BEREAVEMENT POLICY

14.08 Bereavement Leave

a) A regular employee shall be granted up to five (5) regularly scheduled work days of leave without loss of wages in the case of the death of a parent, step-parent, wife, husband, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, common-law partner, child of a common-law partner, or the employee's parents' siblings, for the purpose of mourning, preparing for and/or attending the funeral. Leave must be taken within twelve (12) months of the date of death.

b) In the case of the death of someone other than a family member identified in a) above, a regular employee shall be granted up to one-half (½) day within City boundaries or up to one (1) day outside City boundaries, without loss of wages or benefits, to attend a funeral in the capacity of a pall bearer or mourner, provided such employee has notified their supervisor or department head. Such time off shall be granted only if the funeral occurs during the employee's normal working hours.

c) With the location of a funeral necessitating additional time because of travel, a reasonable amount of additional leave without pay may be granted upon request.

Matthew Sjogren on behalf of CUPE Local 37


David Sheedy on behalf of the City of Chestermere

DATE: Feb. 20 2025

DATE: Feb. 28/25

Signed this 28th day of February, 2025

SIGNED ON BEHALF OF THE
CORPORATION OF THE CITY
OF CHESTERMERE



SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES LOCAL
LOCAL 37



PRESIDENT



RECORDING SECRETARY



TREASURER