AGREEMENT BETWEEN

THE CITY OF ST. ALBERT

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5141

JANUARY 1, 2022

to

DECEMBER 31, 2025

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MEMORANDUM OF AGREEMENT

BETWEEN:

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

Of the First Part

And

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

Of the Second Part

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is:

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

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

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

d) to promote and maintain the mutual interests of the Employer, the Union, and its members.

ARTICLE 2 - UNION SECURITY AND RECOGNITION

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

2.02 All employees who are members of the Union shall remain in good standing according to the constitution and by-laws of the Union, as a condition of employment. All employees covered by this Agreement shall pay to the Union monthly dues in the amount established by the Union as a condition of employment, and shall immediately upon hire become a member of the Union.

2.03 The City agrees to deduct dues described in Article 2.02 above from the employees' wages and remit same to the Union by the 15th of the month following the month's collection.

2.04 No Union member shall be required or permitted to make any written or verbal agreement which conflicts with the terms of this Agreement unless approved by the President of the Union or their designate.

2.05 Persons whose jobs are not in the bargaining unit shall (except under emergency situations) not work on any jobs in the bargaining unit when the performance of such work will result in reduction in pay, layoff or denial of overtime for permanent employees covered by the bargaining unit.

2.06 In order to provide job security for members of the Bargaining Unit the Employer agrees that all work, or services, will be performed by those employees. When volunteers are used, those volunteers will be used to enhance the operations, not to replace the work of the Bargaining Unit.

ARTICLE 3 - MANAGERIAL RESPONSIBILITIES

3.01 The Union recognizes that it is the function of the employer to exercise the regular and customary function of management and to direct the working forces of The City of St. Albert, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement may be decided through the grievance procedure.

3.02 The Union recognizes that it is the right of management to re-organize the procedure and methods of performing work, whether the reorganization takes the form of creating new classifications, discontinuing old classifications or splitting and reorganizing classifications and departments, and adding or discontinuing jobs within classifications, raising or lowering classifications and any other bona fide changes in the organization of the work force.

ARTICLE 4 - BARGAINING

4.01 A Bargaining Committee shall be appointed and shall consist of not more than five (5) appointees by the City and not more than five (5) appointees by the Union local and a representative of the Canadian Union of Public Employees. The Union and the City shall advise each other as to their delegates to the Bargaining Committee.

Members of the Union Bargaining Committee who are City employees will continue to receive their regular base rate of pay for attendance at negotiation meetings with the City.

4.02 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the City. Such representative shall have access to the City's premises in order to investigate and assist in a settlement.

4.03 In the event either party wishes to call a meeting of the Bargaining Committee, the meeting shall be held at a time and place fixed by mutual agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 Definitions

A grievance under this Agreement shall be defined as:

a) any difference or dispute between a member of the bargaining unit and the employer;

b) any difference concerning the interpretation, application, operation or alleged violation of this Agreement.

5.02 Statement of Intent

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

5.03 Settling of Grievances

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

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

Step 2 If a satisfactory resolution is not achieved within ten (10) calendar days of the submission of the complaint at Step 1, the employee(s) concerned and an authorized CUPE representative, shall within an additional ten (10) calendar days, submit a formal grievance to the Manager, Policing Services. At the request of either party a grievance meeting shall be held prior to providing a written decision. Such grievance meeting shall be convened within ten (10) calendar days of receipt of the grievance. The grievance shall contain a written statement of the particulars of the complaint, citing clauses that are relative to it, if applicable, and the remedy sought, with a copy to Human Resource Services. The Manager, Policing Services shall render a decision in writing within ten (10) calendar days of receipt of the grievance.

Step 3 If a satisfactory resolution is not achieved at Step 2, the employee(s) and an authorized CUPE representative shall submit the grievance within ten (10) calendar days to the Director, Emergency Services or Designate, with a copy to the Human Resources Department. The Director, Emergency Services or Designate will render a decision within ten (10) calendar days of receiving the grievance.

Step 4 a) The parties may mutually agree to mediation or **mediation/arbitration.**

i) After receipt of the decision from the Director, Emergency Services, or Designate, under step 3, either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.

ii) The Mediator shall be appointed by mutual agreement between the parties. The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute. The Mediator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

iii) The expenses of the Mediator shall be equally borne by both parties.

b) Failing a satisfactory settlement being reached in Step 3, the Union may, on giving **thirty (30)** calendar days notice in writing to the employer of its intention, refer the dispute to arbitration. A copy of the Union written notice to the employer of its intent to refer the dispute to arbitration shall be forwarded to Human Resource Services.

5.04 **Investigation of Grievances**

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

5.05 **Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party of the Agreement. **The selection of the Arbitrator will be determined as follows: The Employer and Union will submit a minimum of two (2) Arbitrators names they recommend. Should the parties fail to mutually agree to one (1) of the names presented, an Arbitrator will be appointed in accordance with the *Alberta Labour Relations Code*. Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator and any costs of the place of hearing of such Arbitration. Notwithstanding 5.12, each party shall pay its own costs and expenses**

including the fees and expenses of its own witnesses and representatives. The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

Witnesses

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

5.06 **Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where the Union has a grievance, **the matter shall commence at Step 2 unless the parties mutually agree to bypass.**

5.07 **Failure to Act Within Time Limits**

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

5.08 **Extension of Time Limits**

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

5.09 **Facilities for Grievances**

The City shall supply the facilities for the grievance meeting.

5.10 **Deviation from Grievance Procedure**

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

5.11 **Mutually Agreed Changes**

Any mutually agreed changes to this collective agreement shall be documented in a "Memorandum of Understanding" and shall form part of this collective agreement. Memorandums of Understanding are subject to the grievance and arbitration procedure.

5.12 **Representing Union in Grievance and Arbitration Proceedings**

An employee shall be compensated at the regular rate of pay for any authorized absence during their regularly scheduled work hours for the purpose of

representing the Union in grievance and arbitration proceedings associated with this Agreement. There is a limit of one (1) paid representative unless otherwise agreed to by management. Authorization will not unreasonably be withheld.

5.13 The Union and the Employer can mutually agree in writing to waive steps of the grievance procedure. Dismissal **grievances shall commence at Step 2 unless the parties mutually agree to bypass.**

ARTICLE 6 - DEFINITIONS

6.01 **Permanent Employee** - is defined as an employee who has satisfactorily completed the required probationary period with the City and who occupies a permanent position.

6.02 **Probationary Employee** - is defined as an employee who has been appointed to their first permanent position. Such an employee is required to serve a probationary period of one hundred and eighty (180) consecutive calendar days from the date they were hired into that position. The probationary period will be extended for any Leave Without Pay.

During the probationary period, employees shall be advised of their progress and shall be entitled to all rights and privileges of this Collective Agreement. Grievances arising out of terminations for probationary employees shall be processed up to and including Step 3 of the Grievance procedure and not beyond.

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

6.04 **Permanent Full Time Employee** - an employee who works equal to, or greater than, eighteen hundred and seventy two (1872) hours per year.

6.05 **Permanent Part Time Employee** — a permanent employee who works less than eighteen hundred and seventy two (1872) hours per year.

6.06 **Term Employee** - is defined as a non-permanent employee occupying a permanent position which is temporarily vacant due to medical, parental or maternity leave. Term employees will be paid at the permanent rate for the position they occupy and will be eligible for benefits after six (6) months with the exception of pension and Long-Term Disability. **Term employees will accrue vacation and sick leave from the start date in their term position. Term employees will be provided leave with pay for Statutory Holidays consistent with eligibility of a permanent employee in Article 15.**

Permanent employees accepting a term assignment will have their benefits, pension and leave provisions prorated based on the term position. Only employees over .56 FTE will continue to be eligible for LTD.

6.07 **Casual Employee** - an employee required to work on as needed basis with no guaranteed hours of work.

6.08 **Temporary Employee** - an employee required to work for a specific period of time **less than 6 months** with the option to extend by mutual agreement. A temporary employee will not be eligible for benefits.

6.09 **Promotion** - Shall be defined as the movement of any Employee to a permanent vacancy at a pay level higher than previously held by that Employee.

6.10 **Transfer** - Shall be defined as the movement of an Employee to a classification at a pay level equal to that previously held by that Employee and shall include a voluntary demotion to a lower pay level.

ARTICLE 7 - SENIORITY

7.01 An employee shall not accrue seniority until becoming a permanent employee. Service during the probationary period in the permanent position shall be included as part of seniority. A permanent part-time employee applying for a permanent full-time position shall, for the purposes of the posting (only), have their seniority pro-rated based upon their number of hours worked as a permanent part-time employee.

7.02 The City shall maintain a seniority list and a promotional seniority list showing the date upon which each employee's permanent service commenced. Upon request by the end of February in each year, an up-to-date seniority list shall be sent to the Union Executive Board and posted prior to April 1.

7.03 An employee shall not lose seniority rights if they are absent from work because of sickness, accident, or leave of absence approved by the City. An employee shall only lose their seniority in the event:

a) they are discharged for just cause and are not re-instated;

b) they resign;

c) they fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the City informed of their current address; or

d) they are laid off for a period longer than one (1) year.

ARTICLE 8 - LAYOFFS

8.01 A layoff is defined as a reduction in the permanent workforce or a reduction in the regular hours of work as defined in this agreement. Permanent employees who are to be laid off shall be given (30) days notice or pay in lieu of notice.

Employees will be given proper notice of layoff in accordance with the Alberta Employment Standards Code and regulations thereunder. The layoff will take effect at the expiry of the required notice period. In the event work is available, the layoff may be postponed for a maximum period of thirty (30) calendar days, however this shall not negate the fact that proper notice of layoff has been given.

8.02 Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of their bargaining wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising this right has the necessary qualifications and ability to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

8.03 Permanent employee(s) shall be recalled in order of their seniority providing they have the necessary qualifications and ability to do the work.

8.04 No new employees will be hired until those laid off have been given an opportunity for re-employment except where, in the case of a permanent employee, that employee has been laid off for a period greater than three hundred and sixty five (365) calendar days, and in the case of a temporary employee, has been laid off for a period greater than one hundred and twenty (120) calendar days.

8.05 Grievances concerning layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

ARTICLE 9 - PROMOTIONS AND STAFF CHANGES

9.01 When a position becomes vacant, the City shall post notice of such vacancy on the bulletin board for a period of ten (10) calendar days in order that employees of the City shall have the opportunity of applying for such positions. The notice of vacancy shall contain the following information: nature of position; qualifications; required knowledge and education; skills; shift and wage attached to the vacant position. The Employer reserves the right to include in such competitions, former employees of the bargaining unit who have left employment within the prior six (6) month period**. If requested by the Union, the City will provide an update on the status of a vacant position that has not yet been posted.**

9.02 If no qualified applicant is forthcoming at the expiration of the ten (10) calendar days, the City shall be free to fill the vacancy from any other source the City deems necessary.

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

9.03 Both parties recognize:

a) The principle of promotion within the service of the Employer.

b) That job opportunity should increase in proportion to the length of service. Therefore, in making staff changes, transfers, or promotions appointments shall be made of the applicant with the greatest seniority and having the required qualifications.

c) **Internal Promotions**

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

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

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

ii) **Transfer** - An Employee transferred, at their own option, shall be placed in the same step in their new position that they were in their previous position. Their increment date will not change, however, they shall not receive any increment during the trial period. Any increment so due shall take effect at the end of such trial period. Transfers do not include movement from full time to part time status, or vice versa, within the same position.

9.04 Within seven (7) calendar days of the **written offer acceptance** for a vacant position, the name of the successful applicant shall be **communicated in writing.** The Employer shall provide a full explanation and notification of any shortcomings in their qualifications to all senior applicants who have been denied promotion, or transfer.

9.05 When a leave of absence results in a position becoming vacant for greater than three (3) months, the temporary vacancy shall be posted in accordance with Article 9 of this agreement.

9.06 In the event a permanent position has become vacant and has not been filled within three (3) months of the vacancy, the Union, upon request to the City, shall receive a summary of the status of the competition and the reasons for the delay in filling the position.

ARTICLE 10 – COACHING AND DISCIPLINE

10.01 **Definitions:**

a) Coaching - To counsel and communicate, to identify or clarify expected behaviour in performance of job duties, but is not considered discipline.

b) Discipline - Discipline is an action beyond a verbal coaching and counseling and is the corrective action required to influence an employee's behaviour, performance or attendance in order to maintain and / or reach an acceptable standard consistent with the operational needs of the City of St. Albert.

10.02 An employee is entitled to have an authorized union representative present when receiving discipline. Where a supervisor intends to discipline an employee, the supervisor will notify the employee in advance of the purpose of the meeting in order that the employee may request their Steward be present.

10.03 An employee who is the subject of a formal investigation pursuant to the Alberta Peace Officer Act, may upon request, have an authorized union representative present during any associated interviews.

10.04 The City will not dismiss or discipline any employee, who has successfully completed the probationary period, without just cause. An employee may not be dismissed without the approval of the City Manager / Chief Administrative Officer **or designate.**

10.05 Should any discharged or suspended employee feel that their dismissal or suspension is unjust, they may appeal such action through the grievance procedure.

10.06 Upon written request to Human Resources, an employee's official personnel record shall be cleared of disciplinary action under the following guidelines:

a) all disciplinary written warnings after twenty four (24) consecutive months of active service, if no further disciplinary action has occurred during the twenty four (24) consecutive months.

b) All other disciplinary actions after thirty six (36) consecutive months of active service, if no further disciplinary action has occurred during the thirty six (36) consecutive months.

c) Any discipline resulting from an investigation in accordance with the Peace Officer Act will remain on the personnel record as per legislative requirements; however the Employer will consider thirty six (36) months as the threshold for progressive discipline purposes.

10.07 a) Access to an employee's file shall be provided to the employee or their authorized representative upon reasonable written request once a year or in the event of a grievance. Access will be provided in the presence of a representative of the employer and, if the employee is not present, their representative must have written authorization from the employee. At these times the employee, or their authorized representative, may request and shall receive copies of material in the file.

b) If the employer files a written reprimand against an employee which will become a record in that employee's personnel file, the employee shall be

given a copy of the reprimand and they may seek the advice or assistance of the Union. If the employee receives a series of reprimands which appear to be leading to the suspension or termination of that employee, the employer shall discuss the matter with the President of the Union or their designate.

10.08 An employee engaged in other employment for gain without the consent of the City while on any paid leave or leave of absence, except vacation leave and overtime bank, shall be deemed to have automatically terminated their service with the City.

ARTICLE 11 - RESIGNATION

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

11.02 Employees rehired to a casual position within six (6) months from their last day of work, will receive not less than the same step at which they were paid on their last day of work, provided it is the same classification.

ARTICLE 12 - TRAINING

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

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

12.03 As part of the investment in training, the Employer may cover wages on a salary maintenance basis and/or course materials for courses that are included in an Employee's approved training plan and which are in accordance with any applicable Employer training and development policies and/or directives.

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

12.05 Where the City determines a Return of Service Agreement is required, the following thresholds and Return of Service terms shall apply:

a) Greater than $2,000 - 12 months return of service

b) Greater than $4,000 - 18 months return of service

c) Greater than $6,000 - 24 months return of service

A Return of Service Agreement, shall be in accordance with City policy, as amended from time to time.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 Leave for Union Business

a) The City shall grant leave without pay in order for union members to attend union meetings which are scheduled during their regular working hours. The City shall grant leave with pay to union executive members to attend union meetings which are scheduled during their regular working hours. The City may grant a reasonable amount of leave with pay to union members to attend union meetings regarding elections or ratification of a collective agreement, subject to operational requirements.

b) Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on Union business with the City, they shall suffer no loss of pay for the time so spent.

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

d) The City shall consider on a case-by-case basis, the granting of a request for leave of absence to an employee who is offered a temporary full-time assignment with the Canadian Union of Public Employees. During such leave of absence, the employee shall retain their original seniority rights and continue to accrue seniority during the leave. An employee on such leave shall be entitled to all provisions of the City benefit and pension plans, with the exclusion of Long-Term Disability during the leave. CUPE will reimburse the City for one hundred (100%) percent of the costs incurred by the City including, but not limited to: benefit costs, pension and salary. Leave may be granted for a period up to one (1) year. Such leave may be extended on request during the leave. The Employer reserves the right to call back an employee for operations reasons with thirty (30) days notice for unforeseen operational reasons.

13.02 Leave to Attend Court

The City shall grant leave of absence without loss of seniority to an employee who is subpoenaed to serve as a juror or appear as a witness in any Court. The City shall pay such an employee their normal earnings, less payment they received for services as a juror or witness, or earning from other employment, excluding payment for traveling, meals or other expenses shall be assigned to the City. The employee will present proof of service and the amount of pay received.

13.03 Election Leave

Managers will ensure that an employee has at least three (3) consecutive hours on which to cast their vote in municipal, provincial or federal elections. If such provisions requires employees to be given time during their work day, the manager shall determine the most suitable time for that to occur based on the organization's needs. Employees must see their manager if there is a conflict with their shift and the requirement to grant three (3) consecutive hours to cast their vote. **The City shall consider scheduling proposals from employees.**

13.04 **Leave Without Pay**

a) The City may grant leave of absence without pay to any employee requesting such leave for good and sufficient cause; such request to be in writing to their Supervisor at least forty-eight (48) hours prior to the requested absence. An employee on an approved leave of absence without pay shall not be eligible for sick leave benefits, special leave or vacation leave, nor payment of statutory holidays on the day preceding or following the absence, or falling within the period of absence. Absences of more than thirty (30) consecutive days will not be considered in the calculations of an employee's seniority except in the cases of leave without pay for management approved educational activities, maternity or parental reasons.

b) Leave of absence without pay may not commence until the employee has prepaid all payroll deductions applicable during the period of absence. This payment may be made through advance payroll deduction or by certified cheque.

c) When a leave of absence results in a position becoming vacant for greater than three (3) months, the temporary vacancy shall be posted in accordance with Article 9 of this agreement.

13.05 **Maternity and Parental Leave (Including Adoption)**

a) Employees covered under this agreement shall be entitled to receive the maternity benefits contained in The City of St. Albert Administrative Policy regarding Maternity Leave.

b) All members covered under this agreement shall be entitled to apply for Parental Leave in accordance with the City of St. Albert Administrative Policy regarding Parental Leave.

c) Where medical information has been provided that working conditions may be hazardous to an unborn child or to the pregnant employee, the employee shall be entitled to be transferred to another position providing that a position exists, they have the ability to, and is capable of performing the work.

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

13.06 **Leave for/to Consider Political Office**

a) An employee shall, upon written request, be provided leave of absence without pay but without loss of benefits or seniority to be a candidate in a federal, provincial or municipal election. The period of leave shall not exceed two (2) months in any candidacy.

b) The employee, if elected to a full-time position or to the St. Albert City Council, shall terminate their employment with the City.

c) Leave to attend occasional meetings or functions shall be granted subject to job requirements. Such absences shall be without pay but without loss of benefits or seniority, and shall be limited to the equivalent of twenty (20) days per year.

d) An employee who is elected or selected for a full time position with the Union, or any of its affiliates, shall be granted leave without pay without loss of seniority for a period of one (1) year. Such leave may be extended on request during their term of office.

13.07 Domestic Violence Leave

The City shall grant an unpaid domestic violence leave of up to 10 days in a calendar year, without loss of seniority, to an employee who is experiencing domestic violence in accordance with the Alberta Employment Standards Code. The intent of this article is not to provide more or less than the provisions within the Alberta Employment Standards Code.

13.08 Training Leave and Benefits

When an employee is on a leave of absence for an employer-approved training program, the employer shall pay eighty percent (80%), and the employee shall pay twenty percent (20%) of the cost of the benefits for the duration of the training program.

13.09 Payment of Benefits While on Approved Leave

When an employee is on an approved leave of absence, the employer shall pay eighty percent (80%), and the employee shall pay twenty, percent (20%) of the cost of the benefits for the first two (2) pay periods after the leave commences. During the second and subsequent months of an approved leave of absence, the employee shall pay one hundred percent (100%) of the cost of benefits.

ARTICLE 14 - SPECIAL LEAVE

14.01 Special Leave Credits

Employees shall accumulate special leave credits at the rate of six (6) hours for each completed month of continuous service up to a maximum of two hundred and forty (240) hours. Permanent part time employees will receive credits on a pro-rated basis.

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

14.02 **Special Leave Advance**

The City, at its discretion, may grant, in advance, special leave credits to a maximum of forty (40) hours to an employee who has insufficient credits to cover the period of special leave requested. Advance credits shall be recovered from the special leave credits which are subsequently earned by the employee; or may be recovered by other means.

14.03 **Critical Illness in the Family**

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

14.04 **Family Medical Leave**

A permanent employee may be granted no more than a total of two (2) shifts per year if the employee requires time off during working hours to take short term care of a sick family member that was unforeseen, or to make arrangements for longer care. The provisions of this clause are not meant to include providing transportation of family members to medical facilities except in emergency situations.

14.05 **Death of a Member of the Family or of a Near Relative**

When a member of an employee's family dies, the employee may be granted special leave with pay to a maximum of four (4) shifts and may in addition, depending on distance and transit time, be granted up to three (3) shifts special leave for the purpose of travel, if required in relation to the death. "Family" is to be interpreted as in Section 14.03.

14.06 **Executor Leave**

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

14.07 **Marriage**

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

14.08 **Birth of a Child**

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

14.09 **Urgent Domestic Contingency**

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

14.10 **Quarantine on Account of Illness in the Household**

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

14.11 **To Write an Examination or to Receive a Degree or Diploma**

Special leave with pay to a maximum of one (1) shift per subject may be granted to an employee to write an examination for an employer approved course at an accredited school or other course, provided the employee has demonstrated that the examination to be written relates to a course of study which is directly related to the employee's duties and will improve their qualifications and ability to perform those duties. Special leave with pay may also be granted to an employee for the purpose of receiving a degree or a diploma at a school, technological institute or university convocation or to receive special honor at a meeting of a professional society.

14.12 **Circumstances Relating to Veterans**

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

a) attendance at a Department of Veterans Affairs Pension Board;

b) attendance at the Treatment Service of Veterans Affairs for a medical checkup not primarily conducted for the purpose of active treatment. If the employee reports of their own volition or is called in for active treatment, the absence is to be charged to sick leave;

c) Attendance at an investiture in order to receive a decoration for war service.

14.13 **Oath of Allegiance**

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

14.14 **Administration**

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

ARTICLE 15 - STATUTORY HOLIDAYS

15.01 The following days will be observed as Statutory Holidays:

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

And any other day proclaimed as a mandatory, statutory holiday by the Federal or Provincial Government(s).

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

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

b) the employee works, or is on approved paid leave, their last regular working day preceding and their first regular working day following the statutory holiday.

15.03 For **casual and temporary** employees, the City will pay five percent (5%) holiday pay for all regular hours worked.

15.04 When a statutory holiday is a day that is observed during a period of approved vacation leave, a permanent employee shall not be required to apply for vacation leave for that portion of the shift that falls on the stat holiday.

15.05 When a statutory holiday is a day that is observed during a period of approved general illness, a permanent employee shall not be required to apply for general sick leave for that portion of the shift that falls on the stat holiday.

15.06 **Statutory Holiday Pay for Non-Shift Workers**

a) For the purpose of determining a permanent employee's entitlement a statutory holiday is deemed to fall on the normal calendar day of occurrence. The City may designate a day in lieu of the normal calendar day to be observed as the statutory holiday. The designation of a day in lieu of the normal calendar day shall not jeopardize or enhance an employee's statutory holiday entitlement.

b) When a statutory holiday is a day that is not normally a working day for a permanent employee, the employee shall be granted one (1) day off in lieu of the statutory holiday. The lieu day will normally be the next regularly scheduled working day but where that is not operationally feasible the Supervisor or Manager will schedule the lieu day to be taken at a later date. The lieu day will be the same number of hours as the employee's regular work day.

c) When the statutory holiday is a day that would, but for the statutory holiday, have been a working day for a permanent employee and the employee does not work on that day, the City shall pay the employee normal holiday pay equal to the employees regular daily wage.

Employees required to work on a statutory holiday shall be paid at two (2) times their regular straight time hourly rate for all hours worked in addition to their normal holiday pay.

15.07 **Statutory Holiday Pay for Shift Workers**

a) **Permanent Full-Time Emergency Communications Operators:**

i) In lieu of days off with pay, these employees will receive an additional five point one three percent (5.13%) statutory holiday pay, to be paid on each pay throughout the year.

ii) As per Alberta Employment Standards, compensation for hours worked on statutory holidays are paid as general holiday pay (also referred to as “stat pay”) and is not considered overtime.

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

iv) There shall be no banking provision for hours associated with general holiday pay for permanent, full Time Emergency Communication Operators.

v) If a permanent, full time, Emergency Communications Operator works on a statutory holiday that is an unscheduled work day for that employee, their regular pay would not be reduced by either eight (8)/four (4) hours. These employees will receive their overtime premium of 2.0X their regular rate of pay for the hours worked.

vi) The reduction of wages applies to permanent, full time, Emergency Communications Operators who are scheduled to work on a statutory holiday:

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

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

b) **Permanent Municipal Enforcement Officers:**

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

ii) If the statutory holiday falls on a scheduled day off for the employee, the employee will bank a regular shift and will take a shift off with pay, as their schedules will allow, but within the twelve-month period from December 1st of one calendar year to November 30th of the next calendar year. Where an employee is not scheduled for a shift off with pay (full shift), by November 30th of the calendar year, that banked shift, will automatically replace the next scheduled vacation day (whole shift).

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

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

c) **Permanent Records Management Clerks**

i) When a statutory holiday is a day that is not normally a working day for a permanent employee, the employee shall be granted one (1) day off in lieu of the statutory holiday. The lieu day will normally be the next regularly scheduled working day but where that is not operationally feasible the Supervisor or Manager will schedule the lieu day to be taken at a later date. The lieu day will be the same number of hours as the employee's regular work day.

ii) When the statutory holiday is a day that would, but for the statutory holiday, have been a working day for a permanent employee and the employee does not work on that day, the City shall pay the employee normal holiday pay equal to the employee's regular daily wage.

iii) Employees required to work on a statutory holiday shall be paid at two (2) times their regular straight time hourly rate for all hours worked in addition to their normal holiday pay.

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

ARTICLE 16 - SICK LEAVE

16.01 Sick leave shall be accrued by permanent employees on the basis of twelve (12) hours for each month worked. Permanent part time employee will accrue sick leave on a prorated basis. Sick leave shall be cumulative from year to year to a maximum of nine hundred and sixty (960) hours. Sick leave is not an entitlement and can only be used when an employee is legitimately ill or injured and the employee is not able to perform their normal duties or the duties of any modified work that is available.

Medical/Dental Appointments:

Absence for medical appointments of **two (2)** hours or less will not result in a reduction of sick leave accruals. Employees will complete a leave application form. Reasonable efforts should be made to book medical appointments on the employee's time off. All medical appointments which are greater than **two (2)** hours will be charged to sick leave.

16.02 Where a system does not provide a sick leave balance, employees may request the balance once annually, through their supervisor, and confirmation will not be unreasonably withheld.

16.03 Employees who abuse or submit a false claim for sick leave may be dismissed immediately for such action.

16.04 An employee may be required to produce medical information from a qualified medical practitioner for any illness or injury certifying that such employee is unable to carry out their normal duties or any modified work that is available, due to illness or injury. The City of St. Albert will be responsible for the costs of medical forms that it requires to be provided related to sick leave benefits.

16.05 The City shall be notified of an employee's illness prior to the commencement of the day's work on the first day of illness or lose the first day's pay. Employees must make personal contact with their immediate supervisor within a reasonable amount of time. Exceptions to this rule may be made under extenuating circumstances.

16.06 Sick leave shall not be paid for leave resulting from:

a) intentionally self inflicted injury; **with the exception of an injury linked to a confirmed mental illness;**

b) injury sustained while working for an employer other than The City of St. Albert if the employee is covered by WCB or an income replacement plan approved by the E.I. Commission; or

c) injury sustained in any criminal activity.

16.07 An employee may be disqualified from receiving benefits under this Article if they refuse to accept work, including modified work, which in the opinion of the physician, they are capable of performing. Employees performing modified work will be entitled to their regular base rate of pay. If a more permanent accommodation is required, the Union and the City will negotiate an appropriate rate of pay for the duties being performed.

ARTICLE 17 - DISABILITY

17.01 In the event that a permanent employee becomes ill and their accrued sick leave is insufficient to cover the period of illness, the City shall provide short term income protection to that employee according to the terms and conditions below.

17.02 Beginning thirty (30) calendar days after the commencement of illness or on the day following the expiry of accumulated sick leave, whichever comes later, and ending upon the commencement of coverage under the existing long term

disability plan or one hundred and twenty (120) calendar days, whichever is earlier, the employee shall be entitled to a payment of two-thirds (2/3) of their daily base salary at the time of illness for each day that they are legitimately ill or injured and are not able to perform their normal duties or the duties of any modified work that is available.

17.03 In order to lessen the possibility of a delay in claim adjudication, once a member has been absent from work due to illness for a period of eight (8) weeks, or, if from the onset the period of disability is anticipated to be greater than one hundred and twenty (120) calendar days; the member will be required to complete an application for Long Term Disability (LTD) benefits. If a member declines to apply for LTD benefits when requested to do so by the City's Disability or HR representative, or if the employee responsibilities of the application process has not been completed within fourteen (14) calendar days of the request, illness pay will be suspended. Continued failure to apply would result in the determination that the employee has provided insufficient evidence to substantiate their absence.

ARTICLE 18 - VACATION LEAVE

18.01 a) For **casual and temporary** employees, the City shall pay four percent (4.0%) vacation pay for all regular hours worked during their first five (5) years of employment with the City. After five (5) years of employment, the City shall pay six percent (6.0%) vacation pay for all regular hours worked. A permanent employee terminating their service with the City during their first year of employment shall be paid vacation pay equal to the value of the vacation leave which they have accrued.

b) Term employees shall accrue vacation leave of 80 hours per year for all regular hours worked and on approved paid leave during their first five (5) years of employment with the City. After five (5) years of employment, the term employee shall accrue vacation leave of 120 hours per year for all regular hours worked and on approved paid leave. Vacation leave shall accrue throughout the year. Term employees who are scheduled to work less than full time hours shall accrue vacation leave credits pro-rated to their scheduled number of hours per year.

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

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

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

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

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

18.05 Vacation shall automatically be carried over from one year to the following year, but accumulation is limited to the number of days an employee can accrue in sixteen (16) months. Total vacation in any one (1) calendar year will not exceed eight (8) weeks.

Employees with more than their sixteen (16) month maximum accrual shall receive a payout for all hours in excess of their maximum accrual on the first pay of December each year.

Employees may request to accrue vacation beyond their maximum allowed limits if they have specific plans to use them. The request must be approved by their supervisor and submitted to payroll before December 1st each year.

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

18.07 If an employee becomes ill or injured during their vacation leave for a period of more than three (3) consecutive work days, vacation accruals will be restored and sick leave accruals applied, subject to the provision of an appropriate medical certification.

18.08 If there is a death in the employee's immediate family during a period of vacation, the employee shall be granted special leave in accordance with Article 14.04 and vacation leave credits will be restored to the extent of the special leave granted.

18.09 At least once a year, an employee shall use their vacation leave in order to have at least seven (7) consecutive calendar days off to provide each employee with a period of rest and relaxation.

ARTICLE 19 - GROUP BENEFITS

19.01 Permanent employees' participation in the group benefits plans shall be in accordance with the plans which are in effect from time to time. The City's and the employees' contribution to the benefit plan shall be paid for in the proportion of eighty percent (80%) by the City and twenty percent (20%) by the employee for any of the options chosen. The City agrees to keep a copy of these plans on

file at all times and they may be inspected by an accredited member of the Union at any time upon application.

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

The following benefits are mandatory:

- Local Authorities Pension Plan (LAPP)
- Group Life Insurance:

  Natural Death at Ix, 2x or 3x annual salary

  Accidental Death and Dismemberment at Ix, 2x or 3x annual salary in addition to Natural Death insurance at the matched rate
- Long Term Disability Insurance:

  75% coverage, 20% employee/80% employer paid

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

- Extended Health Care:

  Option 1: 75% prescription drugs, 100% all other expenses

  Option 2: 100% prescription drugs, 100% all other expenses
- Group Dental Plan:

  Option 1: 100% basic

  Option 2: 100% basic, and 50% Major, Dentures and Orthodontics
- Alberta Health Care Insurance

The following benefits are optional:

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

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

19.03 The benefit amounts referred to in 19.02 are subject to the reimbursement schedule provided by the Insurer.

19.04 All permanent employees working an average of eighteen (18) hours, or more, per week shall enroll in the Local Authorities Pension Plan (LAPP).

19.05 Retired employees under the age of seventy (70) are allowed to retain their Extended Health, Vision, and Dental benefits through the City's benefit carrier provided the retiree pays one hundred percent (100%) of the premium, on an individual plan, set up by the retiring employee, directly with the benefit carrier.

19.06 **The City provides a variety of resources to support mental health and employee well-being which are available at https://stalbert.ca/employees/wellbeing/**

ARTICLE 20 - HOURS OF WORK

20.01 The regular hourly work schedule is based on eighteen hundred and seventy two (1872) hours annually for non-shift workers. The work week is usually seventy-two (72) hours bi-weekly consisting of eight (8) hours per day, and nine (9) working days in each two-week period. These employees will receive one (1) regular day off biweekly.

20.02 The regular hourly work schedule is based on eighteen hundred and seventy two (1872) hours annually for shift workers. The commencement and completion times of all shifts will reflect the current scheduling practice as of July 1, 2009. Shifts may be altered by mutual agreement of the City and the Union. In a situation of organizational necessity to alter shift hours, the Union shall not unreasonably withhold agreement.

20.03 a) The regular hourly work schedule for permanent part-time employees will be prorated based on their FTE ratio times 1872 (i.e. 0.50 FTE* 936 hours annually).

b) The following process applies if a permanent part-time employee agrees to accept additional shifts in the Emergency Operations and Front Counter areas:

i) A permanent, part-time employee who is a non-shift worker may voluntarily work additional hours to cover a shift employee as determined appropriate by management acting in its sole discretion.

ii) Notwithstanding 21.02, a permanent, part-time non-shift employee agreeing to work such additional hours will be subject to the same overtime eligibility as the shift employee they are replacing.

iii) By way of example: If a permanent, part-time employee working a day shift of eight (8) hours or less agrees to replace a shift employee scheduled for an eleven (11) hour shift, the permanent, part-time employee would only be eligible for overtime hours worked in excess of eleven (11) hours for that shift or 73 hours bi-weekly.

20.04 The Employer will provide a reasonable unpaid lunch break, for shifts greater than five (5) hours, typically near the midway point of the work period.

20.05 The regular hourly work schedule for Municipal Enforcement Officers and the Crime Analyst is based on two thousand and eighty (2080) hours annually.

20.06 An employee shall not be absent from work without the prior authorization of their supervisor or a senior official or shall be subject to discipline.

20.07 An employee who is unable to report for duty shall inform their supervisor or a senior official of the reasons within the time limits established below:

a) at least two (2) hours prior to the commencement of a shift, or

b) as soon as it is reasonably practical to do so.

These time limits may be waived when it can be established that the employee, for acceptable reasons, was unable to contact their supervisor or a senior official within the time specified.

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

20.09 **Notice of Schedule Change**

The shift schedule can be altered by mutual agreement between the Employer and the Union. Thirty (30) calendar days notification will be provided, prior to the implementation of a newly developed shift schedule.

20.10 **Employee Driven Request for Variable Work Schedules**

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

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

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

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

d) The daily hours of work on the proposed schedule may not exceed twelve (12) hours.

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

20.11 **Daylight savings times**

Employees scheduled to work during the daylight savings time adjustment periods will have their hours of work adjusted accordingly:

a) An Employee working during the fall daylight savings time adjustment period (commences after the first Sunday in November after 2:00 a.m.) who is required to work one additional hour will be compensated accordingly, and per Article 21 -Overtime, where applicable.

b) An Employee working during the spring daylight savings time adjustment period (starting the second Sunday in March at 2:00 a.m.) who works one

hour less than their regular shift will have an option to utilize banked time, vacation, or leave without pay to offset this hour. Alternatively, a one-hour deduction from regular earnings, will occur.

ARTICLE 21 - OVERTIME

21.01 Time worked by a permanent full-time employee in excess of their regular shift as described in Article 20.01 and Article 20.02 shall be considered as overtime. Time worked by a permanent part-time employee in excess of eight (8) hours per day or seventy-two (72) hours bi-weekly shall be considered as overtime. Overtime pay shall be calculated on the basis of two (2) times the employees' straight time hourly rate. Overtime calculations shall not include shift differential or any other premiums. Overtime is voluntary except under emergency situations.

21.02 When an employee is called back to work following their regular hourly work schedule they shall receive a minimum of two (2) hours pay at their overtime rate. Calls within two (2) hours of each other shall be considered one (1) call back. Hours worked in addition to the minimum of two (2) hours shall be calculated at two (2) times an employee's straight time hourly rate.

21.03 When overtime is scheduled during an employee's regular shift, for hours in the evening, at night or over the weekend, the employee shall be paid for actual hours worked at two (2) times the employee's straight time hourly rate.

21.04 A permanent **and term** employee has access to an overtime bank to a maximum of sixty (60) hours **from pay period one of the payroll year** to the end of the **twenty fourth (24)** pay period. The employee will be paid for the number of banked overtime hours worked at their current rate at the end of the overtime bank period. If a permanent **or term** employee wishes to utilize banked overtime **after the 24th pay period but prior to the end of the last pay period of the payroll year** they shall submit a leave request and a request for carryover to their supervisor on or before **the end of the twenty fourth (24) pay period.** The employee may exercise their option to be paid out at one other time during the **payroll** year at their discretion. This bank will enable an employee to have time available, on a mutually agreed basis **with** their immediate supervisor, for their own requirements.

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

ARTICLE 22 - REST PERIODS

22.01 All employees covered by this Agreement shall be permitted a fifteen (15) minute paid rest period both in the first half and second half of the shift.

22.02 Rest periods shall be arranged by the Manager or Supervisor in such a manner as to cause minimum disruption of work schedule.

22.03 In the event of an emergency or other contingency arising which requires the full attention and efforts of the employees covered by this Agreement and at the

discretion of the Manager or Supervisor, these aforementioned fifteen (15) minute rest periods will be considered as not being effective for the duration of the emergency or contingency.

ARTICLE 23 – DISCRIMINATION, HARRASSMENT, BULLYING AND VIOLENCE

23.01 The City, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, up-grading promotion, transfer, layoff, discipline, discharge, or otherwise by reason of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation, affiliation or lack of it, nor by reason of their membership or activity in a labour organization.

23.02 The parties agree to protect the psychological and physical health and safety of workers and that all parties are entitled to and responsible for ensuring a workplace free from discrimination, harassment, bullying and violence in accordance with the Alberta Occupational Health & Safety Act, Regulations, and Code. The parties will endeavor to eliminate discrimination, harassment, bullying and violence in the workplace. In matters pertaining to violence involving Union members, the parties agree to share information to protect its' members.

23.03 Members covered under this agreement shall be provided the same consideration for Workplace Violence, Harassment and Discrimination as set out in the Respectful Workplace and Violence Free Workplace policies, adopted by City Administration.

ARTICLE 24 - SUBCONTRACTING

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

ARTICLE 25 - SAFETY

25.01 Both the City and the Union agree that health and safety in the workplace is paramount and must be considered prior to any work being performed. The City and the Union agree that, as a minimum, all Occupational Health and Safety and WCB legislation must be adhered to at all times and that all employees are responsible for safe work practices.

25.02 A joint Health and Safety Committee consisting of Union and City management members, shall be established for the purpose of coordinating an effective health and safety program and shall meet on a regular basis.

25.03 Employees are required to report any unsafe conditions to their Supervisor or Manager. If the unsafe condition is not corrected, then the employee should bring the matter to the attention of the Union and the Health and Safety Coordinator.

25.04 The City will support all employees to take courses in City approved Standard First Aid / CPR, and mental health first aid. The City will cover costs of an approved course. Notwithstanding the provisions of Article 21 - Overtime, in the event that training cannot be provided on-shift, an employee, with authorization from the City, may bank their off shift time in this training at straight time. Participants are expected to apply the learning upon completion.

ARTICLE 26 - WORKERS' COMPENSATION PAY SUPPLEMENT

26.01 A permanent employee, or permanent employee on probation, prevented from performing their regular work with the City on account of an occupational accident that occurs in the course of their work for the City that is covered by the Workers' Compensation Act shall receive from the City the difference between the amount payable by the Workers' Compensation Board and their last rate of pay**.** This shall continue until the Workers' Compensation Board certifies they are able to return to work or until they are granted a permanent pension by the Workers' Compensation Board, whichever may be sooner. In order for an employee to continue receiving their regular pay, they shall assign their compensation monies over to the City. In the event an employee is permanently accommodated to a position other than their pre-injury position, the employee shall receive the pensionable salary of the position in which they are accommodated.

ARTICLE 27 - SHIFT DIFFERENTIAL

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

ARTICLE 28 - STANDBY PAY

28.01 For the purposes of determining an employee's standby pay entitlement, statutory holiday shall be defined as a day recognized as a statutory holiday and set out in Article 15.

28.02 Effective the date of ratification Employees required to be on twenty-four (24) hour standby duty shall be paid for the twenty-four (24) hours at the rate of fifty seven percent (57%) of the Municipal Enforcement Officer Step 6 rate for week days Monday through Friday inclusive and one hundred and forty two percent (142%) of the Municipal Enforcement Officer Step 6 rate per day for weekends and one hundred and seventy one percent (171 %) of the Municipal Enforcement Officer Step 6 rate for statutory holidays. If these employees are called out for

emergency work while on standby they shall receive not less than two (2) hours pay at two times (2X) their regular rate of pay. Calls within two (2) hours of each other shall be considered as one call for the purposes of computing minimum pay for an employee called out All additional hours worked shall be at the rates for overtime in the Agreement.

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

ARTICLE 29 - PAYMENT OF WAGES

29.01 The City shall pay wages to employees **biweekly** in accordance with Article 34 of this Agreement. On each payday each employee shall be provided with an itemized statement of their wages and deductions.

29.02 **Acting Pay**

For bargaining unit positions, upon management authorization, when a permanent employee works a minimum of one hour or more of a shift at a higher classification, they shall be paid at the step of the higher classification range equivalent to their current step for each hour worked.

29.03 **Legal Assistance**

The City shall pay all reasonable expenses and costs with respect to any civil court action arising out of any incident involving an Employee, provided the Employee at the time of such incident was acting within the scope and course of their employment with the City and the incident was not as a result of the gross negligence. The details of this legal assistance, including the Employees' responsibilities, shall be the same as the information contained within the Employee Legal Indemnification administrative policy.

29.04 The City is hereby authorized to make deductions from employees' payroll for:

a) overpayments;

b) tickets incurred by employees while operating City Vehicles;

c) for the replacement cost of any city owned items that were failed to be returned upon termination of employment;

d) failing to adhere to the terms of Return of Service Agreement(s); or

e) failed training programs paid for by the City as referenced in the City's Learning and Development Policy.

Where an employee or employees have been inadvertently overpaid, wrongfully paid, or found to owe a sum of money, the City shall advise the employee of the recoverable amount and repayment options. There is a limitation period for payroll deductions, and the City will adhere to this as per Alberta Employment Standards. Repayments will be made in a lump sum, or in a repayment plan not to exceed one year. Employees will advise the employer as soon as possible when they notice an overpayment or erroneous payment.

ARTICLE 30 - CLASSIFICATION PROGRAM

30.01 In the event that the City creates a new classification which is not included in this Agreement and which falls within the jurisdiction of the Union, the rate of pay shall be negotiated by the City with the Union.

30.02 Where the City and the Union fail to reach agreement on the rate of pay within seven (7) days of notice to the Union of the creation of the said classification, the City shall have the right to set the rate, and such decision shall be subject to the provisions and limitations of the grievance procedure commencing at Step 3. The arbitrator will have the power to add a new rate of pay to the collective agreement if they deem it necessary.

30.03 Should the City post a notice of vacancy after establishing a rate, but while efforts to seek a final resolution are still in progress, the posting shall contain the following statement:

> "The final settlement for rates of wages and working conditions is being negotiated. The resultant rates of wages shall be retroactive to the date of the appointment."

30.04 **Review Procedure**

An employee who considers that the duties or responsibilities of their position have been changed significantly may request a review of their position. **The City shall endeavor to complete the review within six (6) months from the date of receipt of the written request for review. In the event the review is not completed within six (6) months the City shall provide rationale for the delay and an estimate of completion date.**

30.05 **Affect on Wages**

The wage rate of any employee shall not be reduced when their position is reclassified to a classification with a lower wage rate, but shall be maintained at the rate of pay of the employee at the time the reclassification was initiated until the normal wage rate assigned to the resulting classification exceeds the wage rate of the employee.

ARTICLE 31 - CLOTHING

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

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

a) Up to a maximum of three hundred and seventy five dollars ($375.00) / pair according to the Municipal Enforcement Services Unit Policy Standards.

b) Replacement footwear will be reimbursed as required due to wear, tear and damage.

c) The employee is responsible for 100% of the cost to purchase special-duty, work-related footwear if required, and any replacement as required due to wear, tear and damage.

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

ARTICLE 32 - RETURNING RETIREE RATE OF PAY

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

ARTICLE 33 - SERVICE PAY

33.01 Employees will be paid a service pay of:

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

ARTICLE 34 - CLASSIFCATION AND WAGES

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

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

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

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

34.02 **Salary Administration**

Employees are normally appointed at the minimum incremental step position. A higher incremental step may be offered to attract a suitable candidate based on an agreement between the Director and the Director of Human Resources prior

to an offer being made. Candidates shall be offered a rate that reflects a balance of their skills, experiences and maintains internal equity.

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

There shall be only one (1) incremental salary adjustment in a calendar year. If performance merits, incremental increases will continue annually until the employee reaches the maximum or sixth incremental step.

ARTICLE 35 – ESSENTIAL SERVICES

35.01 "Essential Services" are those services whose discontinuation would result in:

a) The interruption of which would endanger the life, personal safety or health of the public, or

b) That are necessary for the maintenance and administration of the rule of law or public security.

The only classification within this collective agreement deemed an Essential Service is the presently defined Emergency Communications Operator (ECO). In the event that the classification is fundamentally changed the role may no longer be considered an Essential Service. During a strike or lockout, the City shall not use the service of an ECO, paid or not, hired or supplied, for the purpose of performing the work of an employee in the bargaining unit (excepting responsibilities noted in the job description) that is on strike or lockout. However other capable and qualified employees who are not members of the bargaining unit may be used, subject to availability.

Services are to be maintained in the event of strike or lockout, consistent with the above definition, for the full responsibilities of Emergency Communications Operators position that are scheduled for shift. However, the parties may mutually agree to add additional classifications (that are found to be an essential service) at any time. The parties shall make all reasonable efforts to ensure the public is aware of the impact on service as a result of a strike or lockout.

ARTICLE 36 - TERM OF AGREEMENT

36.01 The term of the Agreement shall be **four (4)** years, beginning on **January 1, 2022** and ending December 31, 2025 and shall continue from year to year thereafter unless either party gives to the other party notice in writing not less than sixty (60) days, nor more than one hundred & twenty (120) days prior to the expiration date, that it desires to propose changes, amendments or its termination.

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

b) If any changes are deemed necessary other than the monetary items during the life of this Agreement, the City and Union's Negotiating Committees shall attempt to negotiate such changes.

c) This Collective Agreement shall continue in force and effect until a new Collective Agreement had been executed.

d) Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

e) Time limits may be extended where mutually agreed upon.

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

CITY OF ST. ALBERT

Original signed by William Fletcher

William Fletcher
Chief Administrative Officer

Original signed by Ryan Stovall

Ryan Stovall
Director, Human Resources & Safety

July 20, 2022

Date

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5141

Original signed by Clifford Krentz

Clifford Krentz
President, CUPE 5141

Original signed by Laura Fuoco

Laura Fuoco
Negotiating Committee Member
CUPE 5141

July 20, 2022

Date

APPENDIX A - Salary Levels as of January 1, 2022

POLICING SCHEDULE OF WAGES – Salary Levels as of January 1, 2022 –0%

Level	Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
RCMP File Reviewer	Hourly	38.81	40.37	41.98	43.66	45.41	47.22
Crime Analyst **2080 HRS/YR**	Hourly	37.97	39.48	41.06	42.70	44.41	46.19
Municipal Enforcement Officer **2080 HRS/YR**	Hourly	37.59	39.09	40.66	42.28	43.97	45.73
Emergency Communication Operator	Hourly	32.83	34.14	35.51	36.93	38.40	39.94
Exhibit Custodian	Hourly	31.01	32.25	33.53	34.88	36.28	37.73
Court Liaison	Hourly	30.63	31.86	33.13	34.45	35.83	37.27
CPIC Coordinator	Hourly	29.44	30.61	31.85	33.12	34.44	35.82
Senior Administrative Assistant	Hourly	29.44	30.61	31.85	33.12	34.44	35.82
Traffic Court Liaison	Hourly	29.33	30.51	31.72	32.99	34.32	35.69
Records Management Clerk	Hourly	28.75	29.90	31.09	32.33	33.63	34.97
Front Counter Clerk	Hourly	27.50	28.59	29.74	30.93	32.17	33.45
Fingerprint Clerk	Hourly	27.50	28.59	29.74	30.93	32.17	33.45
Administrative Assistant	Hourly	26.96	28.04	29.15	30.32	31.53	32.80
Municipal Enforcement Administrative Assistant	Hourly	26.96	28.04	29.15	30.32	31.53	32.80
Casual / Term Positions							
Casual Emergency Communications Operator	Hourly	32.83	34.14	35.51	36.93	38.40	39.94
Temporary/Casual Bylaw Enforcement Officer	Hourly	20.93	-	-	-	-	-

APPENDIX B - Salary Levels as of January 1, 2023

POLICING SCHEDULE OF WAGES – Salary Levels as of January 1, 2023 – 1%

Level	Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
RCMP File Reviewer	Annual	73,382.40	76,321.44	79,372.80	82,555.20	85,849.92	89,275.68
	Biweekly	2,822.40	2,935.44	3,052.80	3,175.20	3,301.92	3,433.68
	Hourly	39.20	40.77	42.40	44.10	45.86	47.69
Crime Analyst	Annual	79,768.00	82,929.60	86,257.60	89,710.40	93,288.00	97,032.00
2080 HRS/YR	Biweekly	3,068.00	3,189.60	3,317.60	3,450.40	3,588.00	3,732.00
	Hourly	38.35	39.87	41.47	43.13	44.85	46.65
Municipal Enforcement Officer	Annual	78,977.60	82,118.40	85,425.60	88,816.00	92,372.80	96,075.20
2080 HRS/YR	Biweekly	3,037.60	3,158.40	3,285.60	3,416.00	3,552.80	3,695.20
	Hourly	37.97	39.48	41.07	42.70	44.41	46.19
Emergency Communication Operator	Annual	62,075.52	64,546.56	67,148.64	69,825.60	72,596.16	75,516.48
	Biweekly	2,387.52	2,482.56	2,582.64	2,685.60	2,792.16	2,904.48
	Hourly	33.16	34.48	35.87	37.30	38.78	40.34
Exhibit Custodian	Annual	58,631.04	60,971.04	63,404.64	65,950.56	68,590.08	71,341.92
	Biweekly	2,255.04	2,345.04	2,438.64	2,536.56	2,638.08	2,743.92
	Hourly	31.32	32.57	33.87	35.23	36.64	38.11
Court Liaison	Annual	57,919.68	60,240.96	62,637.12	65,126.88	67,747.68	70,462.08
	Biweekly	2,227.68	2,316.96	2,409.12	2,504.88	2,605.68	2,710.08
	Hourly	30.94	32.18	33.46	34.79	36.19	37.64
CPIC Coordinator	Annual	55,654.56	57,882.24	60,222.24	62,618.40	65,108.16	67,728.96
	Biweekly	2,140.56	2,226.24	2,316.24	2,408.40	2,504.16	2,604.96
	Hourly	29.73	30.92	32.17	33.45	34.78	36.18
Senior Administrative Assistant	Annual	55,654.56	57,882.24	60,222.24	62,618.40	65,108.16	67,728.96
	Biweekly	2,140.56	2,226.24	2,316.24	2,408.40	2,504.16	2,604.96
	Hourly	29.73	30.92	32.17	33.45	34.78	36.18
Traffic Court Liaison	Annual	55,448.64	57,695.04	59,978.88	62,375.04	64,883.52	67,485.60
	Biweekly	2,132.64	2,219.04	2,306.88	2,399.04	2,495.52	2,595.60
	Hourly	29.62	30.82	32.04	33.32	34.66	36.05
Records Management Clerk	Annual	54,362.88	56,534.40	58,780.80	61,120.80	63,591.84	66,119.04
	Biweekly	2,090.88	2,174.40	2,260.80	2,350.80	2,445.84	2,543.04
	Hourly	29.04	30.20	31.40	32.65	33.97	35.32
Front Counter Clerk	Annual	52,004.16	54,063.36	56,234.88	58,481.28	60,821.28	63,236.16
	Biweekly	2,000.16	2,079.36	2,162.88	2,249.28	2,339.28	2,432.16
	Hourly	27.78	28.88	30.04	31.24	32.49	33.78

Fingerprint Clerk	Annual	52,004.16	54,063.36	56,234.88	58,481.28	60,821.28	63,236.16
	Biweekly	2,000.16	2,079.36	2,162.88	2,249.28	2,339.28	2,432.16
	Hourly	27.78	28.88	30.04	31.24	32.49	33.78
Administrative Assistant	Annual	50,974.56	53,015.04	55,111.68	57,320.64	59,623.20	2,019.36
	Biweekly	1,960.56	2,039.04	2,119.68	2,204.64	2,293.20	2,385.36
	Hourly	27.23	28.32	29.44	30.62	31.85	33.13
Municipal Enforcement Administrative Assistant	Annual	50,974.56	53,015.04	55,111.68	57,320.64	59,623.20	62,019.36
	Biweekly	1,960.56	2,039.04	2,119.68	2,204.64	2,293.20	2,385.36
	Hourly	27.23	28.32	29.44	30.62	31.85	33.13
Casual/Term Positions							
Casual Emergency Communications Operator	Hourly	33.16	34.48	35.87	37.30	38.78	40.34
Temporary/Casual Bylaw Enforcement Officer	Hourly	21.14	-	-	-	-	-

APPENDIX C - Salary Levels as of January 1, 2024

POLICING SCHEDULE OF WAGES – Salary Levels as of January 1, 2024 – 1.5%

Level	Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
RCMP File Reviewer	Annual	74,486.88	77,463.36	80,570.88	83,790.72	87,141.60	90,623.52
	Biweekly	2,864.88	2,979.36	3,098.88	3,222.72	3,351.60	3,485.52
	Hourly	39.79	41.38	43.04	44.76	46.55	48.41
Crime Analyst	Annual	80,974.40	84,177.60	87,547.20	91,062.40	94,681.60	98,488.00
2080 HRS/YR	Biweekly	3,114.40	3,237.60	3,367.20	3,502.40	3,641.60	3,788.00
	Hourly	38.93	40.47	42.09	43.78	45.52	47.35
Municipal Enforcement Officer	Annual	80,163.20	83,345.60	86,715.20	90,147.20	93,766.40	97,510.40
2080 HRS/YR	Biweekly	3,083.20	3,205.60	3,335.20	3,467.20	3,606.40	3,750.40
	Hourly	38.54	40.07	41.69	43.34	45.08	46.88
Emergency Communication Operator	Annual	63,011.52	65,520.00	68,159.52	70,873.92	73,681.92	76,658.40
	Biweekly	2,423.52	2,520.00	2,621.52	2,725.92	2,833.92	2,948.40
	Hourly	33.66	35.00	36.41	37.86	39.36	40.95
Exhibit Custodian	Annual	59,510.88	61,888.32	64,359.36	66,942.72	69,619.68	72,408.96
	Biweekly	2,288.88	2,380.32	2,475.36	2,574.72	2,677.68	2,784.96
	Hourly	31.79	33.06	34.38	35.76	37.19	38.68
Court Liaison	Annual	58,780.80	61,139.52	63,573.12	66,100.32	68,758.56	71,510.40
	Biweekly	2,260.80	2,351.52	2,445.12	2,542.32	2,644.56	2,750.40
	Hourly	31.40	32.66	33.96	35.31	36.73	38.20
CPIC Coordinator	Annual	56,496.96	58,743.36	61,120.80	63,554.40	66,081.60	68,739.84
	Biweekly	2,172.96	2,259.36	2,350.80	2,444.40	2,541.60	2,643.84
	Hourly	30.18	31.38	32.65	33.95	35.30	36.72
Senior Administrative Assistant	Annual	56,496.96	58,743.36	61,120.80	63,554.40	66,081.60	68,739.84
	Biweekly	2,172.96	2,259.36	2,350.80	2,444.40	2,541.60	2,643.84
	Hourly	30.18	31.38	32.65	33.95	35.30	36.72
Traffic Court Liaison	Annual	56,272.32	58,556.16	60,877.44	63,311.04	65,856.96	68,496.48
	Biweekly	2,164.32	2,252.16	2,341.44	2,435.04	2,532.96	2,634.48
	Hourly	30.06	31.28	32.52	33.82	35.18	36.59
Records Management Clerk	Annual	55,186.56	57,376.80	59,660.64	62,038.08	64,546.56	67,111.20
	Biweekly	2,122.56	2,206.80	2,294.64	2,386.08	2,482.56	2,581.20
	Hourly	29.48	30.65	31.87	33.14	34.48	35.85
Front Counter Clerk	Annual	52,790.40	54,868.32	57,077.28	59,361.12	61,738.56	64,190.88
	Biweekly	2,030.40	2,110.32	2,195.28	2,283.12	2,374.56	2,468.88
	Hourly	28.20	29.31	30.49	31.71	32.98	34.29

Fingerprint Clerk	Annual	52,790.40	54,868.32	57,077.28	59,361.12	61,738.56	64,190.88
	Biweekly	2,030.40	2,110.32	2,195.28	2,283.12	2,374.56	2,468.88
	Hourly	28.20	29.31	30.49	31.71	32.98	34.29
Administrative Assistant	Annual	51,742.08	53,801.28	55,935.36	58,181.76	60,521.76	62,955.36
	Biweekly	1,990.08	2,069.28	2,151.36	2,237.76	2,327.76	2,421.36
	Hourly	27.64	28.74	29.88	31.08	32.33	33.63
Municipal Enforcement Administrative Assistant	Annual	51,742.08	53,801.28	55,935.36	58,181.76	60,521.76	62,955.36
	Biweekly	1,990.08	2,069.28	2,151.36	2,237.76	2,327.76	2,421.36
	Hourly	27.64	28.74	29.88	31.08	32.33	33.63
Casual/Term Positions							
Casual Emergency Communications Operator	Hourly	33.66	35.00	36.41	37.86	39.36	40.95
Temporary/Casual Bylaw Enforcement Officer	Hourly	21.46	-	-	-	-	-

APPENDIX D - Salary Levels as of January 1, 2025

POLICING SCHEDULE OF WAGES – Salary Levels as of January 1, 2025 – 2%

Level	Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
RCMP File Reviewer	Annual	75,984.48	79,017.12	82,180.80	85,475.52	88,882.56	92,439.36
	Biweekly	2,922.48	3,039.12	3,160.80	3,287.52	3,418.56	3,555.36
	Hourly	40.59	42.21	43.90	45.66	47.48	49.38
Crime Analyst	Annual	82,596.80	85,862.40	89,294.40	92,892.80	96,574.40	100,464.00
2080 HRS/YR	Biweekly	3,176.80	3,302.40	3,434.40	3,572.80	3,714.40	3,864.00
	Hourly	39.71	41.28	42.93	44.66	46.43	48.30
Municipal Enforcement Officer	Annual	81,764.80	85,009.60	88,441.60	91,956.80	95,638.40	99,465.60
2080 HRS/YR	Biweekly	3,144.80	3,269.60	3,401.60	3,536.80	3,678.40	3,825.60
	Hourly	39.31	40.87	42.52	44.21	45.98	47.82
Emergency Communication Operator	Annual	64,265.76	66,830.40	69,526.08	72,296.64	75,160.80	78,193.44
	Biweekly	2,471.76	2,570.40	2,674.08	2,780.64	2,890.80	3,007.44
	Hourly	34.33	35.70	37.14	38.62	40.15	41.77
Exhibit Custodian	Annual	60,708.96	63,123.84	65,651.04	68,290.56	71,004.96	73,850.40
	Biweekly	2,334.96	2,427.84	2,525.04	2,626.56	2,730.96	2,840.40
	Hourly	32.43	33.72	35.07	36.48	37.93	39.45
Court Liaison	Annual	59,960.16	62,356.32	64,846.08	67,429.44	70,125.12	72,933.12
	Biweekly	2,306.16	2,398.32	2,494.08	2,593.44	2,697.12	2,805.12
	Hourly	32.03	33.31	34.64	36.02	37.46	38.96
CPIC Coordinator	Annual	57,620.16	59,922.72	62,337.60	64,827.36	67,410.72	70,106.40
	Biweekly	2,216.16	2,304.72	2,397.60	2,493.36	2,592.72	2,696.40
	Hourly	30.78	32.01	33.30	34.63	36.01	37.45
Senior Administrative Assistant	Annual	57,620.16	59,922.72	62,337.60	64,827.36	67,410.72	70,106.40
	Biweekly	2,216.16	2,304.72	2,397.60	2,493.36	2,592.72	2,696.40
	Hourly	30.78	32.01	33.30	34.63	36.01	37.45
Traffic Court Liaison	Annual	57,395.52	59,735.52	62,094.24	64,584.00	67,167.36	69,863.04
	Biweekly	2,207.52	2,297.52	2,388.24	2,484.00	2,583.36	2,687.04
	Hourly	30.66	31.91	33.17	34.50	35.88	37.32
Records Management Clerk	Annual	56,291.04	58,518.72	60,858.72	63,273.60	65,838.24	68,459.04
	Biweekly	2,165.04	2,250.72	2,340.72	2,433.60	2,532.24	2,633.04
	Hourly	30.07	31.26	32.51	33.80	35.17	36.57
Front Counter Clerk	Annual	53,838.72	55,972.80	58,219.20	60,540.48	62,974.08	65,482.56
	Biweekly	2,070.72	2,152.80	2,239.20	2,328.48	2,422.08	2,518.56
	Hourly	28.76	29.90	31.10	32.34	33.64	34.98

Fingerprint Clerk	Annual	53,838.72	55,972.80	58,219.20	60,540.48	62,974.08	65,482.56
	Biweekly	2,070.72	2,152.80	2,239.20	2,328.48	2,422.08	2,518.56
	Hourly	28.76	29.90	31.10	32.34	33.64	34.98
Administrative Assistant	Annual	52,771.68	54,868.32	57,058.56	59,342.40	61,738.56	64,209.60
	Biweekly	2,029.68	2,110.32	2,194.56	2,282.40	2,374.56	2,469.60
	Hourly	28.19	29.31	30.48	31.70	32.98	34.30
Municipal Enforcement Administrative Assistant	Annual	52,771.68	54,868.32	57,058.56	59,342.40	61,738.56	64,209.60
	Biweekly	2,029.68	2,110.32	2,194.56	2,282.40	2,374.56	2,469.60
	Hourly	28.19	29.31	30.48	31.70	32.98	34.30
Casual/Term Positions							
Casual Emergency Communications Operator	Hourly	34.33	35.70	37.14	38.62	40.15	41.77
Temporary/Casual Bylaw Enforcement Officer	Hourly	21.89	-	-	-	-	-

MEMORANDUM OF UNDERSTANDING #1
RE. LEADERSHIP DEVELOPMENT OPPORTUNITIES

BETWEEN

THE CITY OF ST. ALBERT (CITY)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5141 (UNION)

From time to time the City intends to fill the non-union supervisory roles with union members occupying permanent bargaining unit positions. This will benefit the City and employees (service gaps in supervisory roles will be filled and willing union employees will be given opportunities to develop supervisory skills for potential job advancement).

Acting supervisory assignments may be filled by union members with the following conditions:

- Acting supervisor assignments are neither mandatory nor guaranteed and offers to act are solely at the discretion of the City.
- At the completion of the assignment, or the permanent filling of the management position, the candidate will revert to their previous bargaining unit position.
- The candidate will continue to accrue bargaining unit seniority.
- The candidate will continue to pay union dues.
- Discipline of union members, if necessary, will be conducted by the Manager of Policing other supervisors and will not be directly conducted by the Acting member. The acting member will still be expected to directly coach, monitor and investigate inappropriate employee conduct and report it to the Manager as necessary.
- Union members will not receive additional compensation for non-union assignments of three continuous weeks or less in duration.
- For assignments of greater than three continuous weeks, the Acting member shall be paid at a rate that provides an eight percent increase to their normal rate of pay or the rate of the incumbent supervisor they are replacing, whichever is less.

The City supports employee leadership and development and recognizes the organizational value of providing such development training for its employees in accordance with City directives. In accordance with such directives the City may cover wages on a salary maintenance basis and course costs and materials for courses that are included in an Employee's approved training plan to the extent of the budget available.

The MOU expires at the end of the current Collective Agreement.

Agreed by the parties this 3rd day of May (Month) 2022:

For the Union:

Laura Fuoco (May 3, 2022 11:40 MDT)

CUPE Local 5141 Representative

Cliff Krentz (May 3, 2022 11:55 MDT)

CUPE Local 5141 Representative

For the City:

Aaron Giesbrecht (May 3, 2022 11:57 MDT)

City of St. Albert Representative

Ryan Stovall (May 3, 2022 12:22 MDT)

City of St. Albert Representative

MEMORANDUM OF UNDERSTANDING
RE. SUPPLEMENTARY LEAVE APPLICATION PROCESS

BETWEEN

THE CITY OF ST. ALBERT (CITY)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5141 (UNION)

Whereas the City and Union mutually want to ensure consistency and appropriate documentation of medical appointments and special leave applications.

The parties hereto agree as follows:

1) Notwithstanding article 14, the parties shall use a mutually agreed form as shown in Appendix A.
2) The City shall provide a Supplementary Leave Application Form to accompany the City's standard Leave Form, upon the ratification of the collective agreement, that will be available electronically to City employees.
3) It is understood that the Supplementary Leave Application Form will aid in the review of leave requests but does not need to be sent to payroll.
4) That where all requirements are appropriately completed, and employees meet the criteria for the applied leave, the request shall not be unreasonably denied.

The MOU expires at the end of the current Collective Agreement.

Agreed by the parties this 20 day of July (Month) 2022:

For the Union:

Cliff Krentz (Jul 20, 2022 13:25 MDT)

CUPE Local 5141 Representative

Laura Fuoco

Laura Fuoco (Jul 20, 2022 13:27 MDT)

CUPE Local 5141 Representative

For the City:

Aaron Giesbrecht (Jul 20, 2022 13:28 MDT)

City of St. Albert Representative

Ryan Stevens (Jul 20, 2022 13:29 MDT)

City of St. Albert Representative

MOU # 2: APPENDIX A

SUPPLEMENTARY LEAVE APPLICATION FORM

(CUPE 5141 POLICING)

*This form to be attached to leave application form

EMPLOYEE NO. _____ EMPLOYEE NAME _____ EMPLOYEE SIGNATURE _____ DATE

ARTICLE	TYPE OF LEAVE	ADDITIONAL INFO TO DETERMINE IF ELIGIBLE FOR REQUESTED LEAVE
16.01	MEDICAL/ DENTAL APPOINTMENT	1. Were all efforts made to make this appointment on your days/time off? Yes / No 2. Were you away from the office for more than 2 hrs? Yes / No
14.03	CRITICAL ILLNESS IN THE FAMILY	1. Was the illness life threatening or thought to be life threatening at the time? Yes / No 2. Was the family member admitted to the hospital? Yes / No 3. How long was the family member in the hospital for? _____ days/hours 4. Circle the applicable family member: father, mother, brother, sister, spouse, common law spouse, same gender spouse, child of yours, father-in-law, mother-in-law,

		grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law. 5. If Not listed, and is an other relative or guardian, what was the special relationship you had with them? 6. Was the illness certified by a medical practitioner? Yes / No (If so please attach) If it was not possible to provide medical certification please explain why below. Other details you wish to provide:
14.04	FAMILY MEDICAL LEAVE	1. When did you become aware of the requirement to care for the sick family member? Date:_____Approx Time: _____ 2. This clause is meant to cover situations where you were surprised (with little notice) by the illness and you were required to take short term care of a family member. Is this case in this situation? Yes / No 3. Circle the applicable family member: father, mother, brother, sister, spouse, common law spouse, same gender spouse, child of yours, father-in-law, mother-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law.

		4. If Not listed, and is an other relative or guardian, what was the special relationship you had with them? Other details you wish to provide:
14.05	DEATH OF FAMILY MEMBER	1. When were, you notified? Date:_____Approx Time: _____ 2. Circle the applicable family member: father, mother, brother, sister, spouse, common law spouse, same gender spouse, child of yours, father-in-law, mother-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law. 3. If Not listed, and is an other relative or guardian, what was the special relationship you had with them? 4. Do you have to travel a long distance for the funeral/ceremony? Yes / No 5. If yes, where and when is it ? _____ Other Details you wish to provide:
14.09		

	URGENT DOMESTIC CONTINGENCY	1. What is the nature of the emergency? (ie: house fire, flooding, etc) _____ 2. When did you become aware of the emergency? Date_____ Time_____ Other Details you wish to provide:
N/A		PLEASE PROVIDE ANY DETAILS YOU WISH TO SHARE THAT WILL ALLOW US TO DECIDE IF YOU ARE ELIGIBLE FOR THE TYPE OF LEAVE YOU ARE APPLYING FOR

MEMORANDUM OF UNDERSTANDING #3

Break Provisions

Renewal MOU RE: BREAK PROVISIONS

The parties have agreed to renew the MOU Re. Break Provisions for the term of the subsequent collective agreement with a term commencing on January 1, 2022. The agreement will again expire at the end of the subsequent collective agreement unless renewed by the parties.

Agreed this 1th Day of September 2022:

Aaron Giesbrecht (Sep 6, 2022 16:01 MDT)
City of St. Albert Representative

Laura F Joco (Sep 1, 2022 17:23 MDT)
CUPE Local 5141 Representative

Ryan Stovall (Sep 6, 2022 16:05 MDT)
City of St. Albert Representative

Cliff Krentz (Sep 3, 2022 20:02 MDT)
CUPE Local 5141 Representative

Letter of Understanding Re: Break Provisions

Between

The City of St. Albert (the City)

And

The Canadian Union of Public Employees (CUPE Local 5141)

Whereas, amendments to the Employment Standards Code of Alberta ("Employment Standards") were made on January 1st, 2018 and require conformity to new provisions upon expiry of existing collective agreements.

And,

Whereas, per Employment Standards, employees are entitled to at least 30 minutes of rest (break) within every 5-hour work period.

And,

Whereas, the City and Union have break provisions, confirmed within a collective agreement, that conform or otherwise provide for greater overall break time than noted in Employment Standards.

The parties hereto agree as follows:

That,

1) Employees that work in the Emergency Communication Operator and Records Management Clerk classifications are provided 1.5 hours of total break time (30 minute paid, 1 hour not paid) as near as operationally possible half way through their shift in 1 contiguous break. It is understood the break provisions provide greater overall break time than required within Employment Standards. It is further understood that employees are not entitled to any further rest or break times beyond the 1.5 hour period.

2) Employees that work in the Municipal Enforcement Officer classification are provided a 30 minute paid rest period within the first 5 hours of their shift; and a 30 minute unpaid rest period within the succeeding 5 hours of their shift. It is further understood that employees are not entitled to any further rest or break times beyond the two 30 minute rest periods.

3) This agreement shall continue in full force in perpetuity but may be reviewed and amended as part of collective bargaining (by mutual agreement).

4) Where either party desires this agreement can be discontinued upon serving 180 days notice in writing to the other party or at a sooner time upon mutual agreement.

This Letter of Understanding was agreed to by:

For the City:

Aaron Giesbrecht
Manager, Policing Services
City of St. Albert

Manager, Policing Services — Date: 09/25/2018

Director, Human Resources — Date: OCTOBER 30, 2018

For the Union:

President, CUPE Local 5141 — Date: 2018-10-25

2nd Representative for the Union — Date: 2018-10-25

MEMORANDUM OF UNDERSTANDING #4

Flexible Spending Account

MOU Re: Flexible Spending Account

BETWEEN:

THE CITY OF ST. ALBERT
(THE "CITY")

- and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE, Local 5141)
(THE "UNION")

Whereas the City and Union both have a common interest in providing a Flexible Spending Account to employees of the City of St. Albert and consulting on benefits changes with the goal of maximizing value for the majority of employees.

The Parties hereto agree as follows:

1. The City shall engage its benefits provider to continue the Flexible spending account for the term of this agreement which expires of December 31, 2025.

2. The City will obtain mutual consent on any substantive changes to the Flexible Spending Account during the term.

This Agreement was agreed to on Aug 8, 2022 by:

Aaron Giesbrecht (Aug 8, 2022 12:52 MDT)
City of St. Albert Representative

Laura Fuoco
Laura Fuoco (Aug 8, 2022 12:39 MDT)
CUPE 5141 Representative

Ryan Stoval (Aug 8, 2022 13:10 MDT)
City of St. Albert Representative

Cliff Krentz (Aug 8, 2022 12:44 MDT)
CUPE 5141 Representative

LETTER OF INTENT #1
Remote Work Arrangements

LETTER OF INTENT RE. REMOTE WORK ARRANGEMENTS

Between

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

And

The Canadian Union of Public Employees ("the Union")

(CUPE Local 5141)

Whereas the City is piloting a variety of remote work arrangements per the City's HRS-12.01 Remote Work Directive applicable to non-union employees.

And,

Whereas, CUPE Local 5141 has identified interest in remote work arrangements for some employees it represents.

The parties hereto agree:

1) The City shall complete its review of the remote work arrangements and shall provide a summary of the results to CUPE 5141.

2) To attend a Labour/Management meeting in 2023 to discuss the results and the viability of remote work arrangements applicable to employees in this bargaining unit.

Agreed and signed on this 03 **day of** June**, 2022 by:**

Aaron Giesbrecht (Jun 3, 2022 15:53 MDT)
City of St. Albert Representative

Laura Fuoco (Jun 3, 2022 15:44 MDT)
CUPE Local 5141 Representative

Ryan Stovall (Jun 3, 2022 15:59 MDT)
City of St. Albert Representative

Cliff Krentz (Jun 3, 2022 15:51 MDT)
CUPE Local 5141 Representative

LETTER OF UNDERSTAND #1

Wage Differential

LOU 2023-01

Letter of Understanding
(LOU)

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

and

Canadian Union of Public Employees Local 5141
(the "Union")

(Collectively, the "Parties")

Re: Wage Differential

THE PARTIES HEREBY AGREE AS FOLLOWS:

Whereas the parties have recently ratified a new collective agreement, the parties agree that the following would also come into effect:

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

2. **In the event that the average total annual cost-of-living increases of the above agreements is greater than the total 4-year term cost-of-living increases defined in the ratified collective agreement between CUPE 5141 and the City, the City agrees to provide the difference in a cost -of- living increase effective December 31, 2025, to all active employees on December 31, 2025.**

   Example:

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

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

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

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

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

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

6. ***This LOU shall expire with the Collective Agreement.***

We, the undersigned, who have the authority to bind the City and the Union, understand the above and agree to be bound by these terms and conditions. Agreed this _XX_ day of _February_ (month), 2023.

(electronic signature will be accepted)

The City of St. Albert	**Canadian Union of Public Employees Local 5141**
Aaron Giesbrecht (Feb 15, 2023 16:09 MST)	Cliff Krentz (Feb 15, 2023 16:53 MST)
Shawn O'Connell (Feb 15, 2023 15:34 MST)	Laura Fuoco (Feb 15, 2023 18:31 MST)