

COLLECTIVE AGREEMENT

BETWEEN



THE CITY OF FORT SASKATCHEWAN

AND



**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 843**

FOR THE PERIOD

JANUARY 1, 2008 TO DECEMBER 31, 2009

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THIS AGREEMENT MADE THIS 27th DAY OF JUNE, 2006

BETWEEN:

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

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 843
(hereinafter called the "Union")
Party of the Second Part**

ARTICLE #1 - PURPOSE

- 1.01** The purpose of this Agreement is to maintain a harmonious and cooperative relationship between the Employer and the employees covered by this Agreement.
- 1.02** To provide an amicable method of settling differences or grievances, which may arise between the Employer and the employees.
- 1.03** To promote the mutual interest of the Employer and the employees.

ARTICLE #2 - RECOGNITION

- 2.01** "Code" means the Labour Relations Code of the Province of Alberta.
- 2.02** The Employer recognizes the Canadian Union of Public Employees and its Local 843 as the sole bargaining agent for the employees covered by this Agreement as described in the Certificate issued by the Labour Relations Board and amended thereto.
- 2.03** No employee shall be asked to make a written or verbal agreement covering hours of work, wages, or other conditions, unless stipulated in the Collective Agreement, during the life of this Agreement, except as may be approved by the Union.
- 2.04** The Employer agrees not to bargain collectively with any other organization affecting employees covered by this Agreement.
- 2.05** The Union will inform the Employer in writing the names of all Officers and Committee members of the Union. Similarly, the Employer will advise the Union the names of its Administrative Officers as well as its supervisory or other personnel with whom the Union may be required to transact business.

- 2.06** All correspondence arising out of the Collective Agreement, or incidental thereto, shall pass between the Director of Human Resources and Payroll Services and the President of the Local. Copies will be sent to the C.U.P.E. National Representative and any individual employee named in such correspondence.

ARTICLE #3 - DEFINITIONS

- 3.01** "Employer" shall mean the City of Fort Saskatchewan, or such employee designated to carry out administrative duties in respect of the operation and management of the City.
- 3.02** "Union" shall mean the Canadian Union of Public Employees Local 843 which is party to this Collective Agreement.
- 3.03** Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used, where the context or the party or parties hereto so require.
- 3.04** "Position" shall mean the duties, accountabilities and requirements of a job as set out by the City of Fort Saskatchewan.
- 3.05** "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer, and defined as follows:
- a) "Permanent employee" is one who has completed the probationary period and who is employed to work on a full-time or part-time basis, on regularly scheduled shifts. Permanent employees may be assigned to work in permanent or non-permanent positions, or may request to work in non-permanent positions; and if assigned to non-permanent positions, the permanent employees will continue to maintain permanent status.
 - i) A "full-time" employee is an employee who works the full prescribed hours of that position;
 - ii) A "part-time" employee is an employee who works less than the regular hours of work of that position.
 - b) "Probationary employee" are newly hired permanent employees considered on probation for a maximum period of six (6) months from the date of hiring. During the probationary period, new employees shall be advised of their progress and shall be entitled to all rights and privileges of this Agreement except with the respect to discharge for just cause. The employment of such employees may be terminated at any time during the period of six (6) months without recourse to the grievance procedure. After completion of the probation period, seniority shall be effective from the original date of employment. (*Refer to Article 24.07 for progression from Start Rate to Job Rate.*)

- 3.05**
- c) A "Temporary employee" is a non-permanent employee who is hired on a temporary basis for a specific purpose and a specific period of time.
 - d) A "Relief employee" is a non-permanent employee who is hired to meet a variety of unforeseen vacancies or operating requirements or in situations of continuous assignments which are normally less than thirty (30) calendar days.

3.06 **PART-TIME:**

- a) Part-time employees shall be paid overtime in accordance with Article 16 (Hours of work) and Article 17 (Overtime).
 - b) Part-time employees required to work on a Statutory Holiday shall be paid one and one half (1.5) times their basic rate of pay for the hours worked on the holiday.
 - c) Part-time employees shall accrue sick leave credits at the rate of 2.25% of regular earnings. Once a part-time employee has obtained the equivalent hours of one (1) year's full-time service (1956 hours based on a 7.5 hour day or 2080 hours based on an 8 hour day), the part-time employee shall earn sick leave credits at a rate of 6.75% of regular earnings.
 - d) Part-time employees shall be paid, in addition to their basic rate, the following percentage of their regular earnings in lieu of vacation and statutory holidays:
 - i) During the first 2 years 8%
 - ii) During the 3rd year up to and including the 8th year - 10%.
 - iii) During the 9th year up to and including the 17th year - 12%.
 - iv) During the 18th year up to and including the 30th year - 14%.
 - v) During the 31st year and beyond - 16%.
 - e) Part-time employees shall receive their vacation/statutory holiday pay referred to in Article 3.06 d) on the last pay day prior to their taking vacation entitlement, provided they give the Employer two (2) weeks notice in writing requesting same. Any remaining vacation credits will be paid out on the first pay day following the end of the calendar year. The part-time employee may request in writing to their immediate supervisor to carry over up to one (1) year's vacation credits. Part-time employees are required to take vacation entitlement subject to the minimum established in the Employment Standards Code.
- 3.06**
- f) Part-time employees may be offered additional shifts. The employee shall have the option of working the offered shift at the regular rate of pay, or

refusing the work. If the situation is such that the Employer requires the employee to work, overtime rates shall apply.

- g) Part-time employees who are required to work beyond their regular shift may do so up to the maximum equivalent of full-time hours of work in their classification without overtime. Such part-time employees will be notified within the first half of their shift, or longer notice if possible. The part-time employees so notified will be required to work up to two (2) hours beyond their regular shift, if requested, any hours beyond this two (2) hours may be refused. The part-time employees shall be paid in accordance with Article 17 (overtime), any hours worked beyond the regular maximum hours of a full-time employee.
- h) Part-time employees shall not be entitled to benefits provided in the Articles covering Statutory Holidays and Vacation.

3.07

RELIEF:

- a) Relief employees will not be used to avoid filling an existing vacancy, nor shall they be used to avoid the filling of a newly created position.
- b) Relief employees shall be paid overtime in accordance with Article 16 (Hours of work) and Article 17 (Overtime).
- c) Relief employees required to work on a Statutory Holiday shall be paid one and one half (1.5) times their basic rate of pay for the hours worked on the holiday.
- d) Relief employees shall be paid, in addition to their basic rate, eight (8) percent of their regular earnings in lieu of vacation and statutory holidays.
- e) Relief employees shall be paid their vacation pay as it is earned.
- f) Relief employees shall receive vacation time (without pay) of two (2) weeks in any given vacation year.
- g) A relief employee shall not be entitled to the Articles on Statutory Holidays, Vacation, Local Authorities Pension, Sick Leave, Employee Benefits, Leaves of Absence, Seniority and Lay-off.
- h) Relief employees may be terminated at any time. Such termination shall not be subject to the grievance procedure.

3.08

TEMPORARY:

- a) Except as stated in this article, the provisions of this Collective Agreement shall apply to temporary employees.
- 1) Temporary employees may be employed to work in either permanent (i.e., in the case of maternity replacement) or non-permanent positions (i.e., in the case of seasonal positions).
 - 2) Temporary employees may be employed to work in permanent or non-permanent positions ranging from thirty (30) calendar days to twelve (12) months (except in those instances of Maternity or Long Term Disability Leave which would be twenty-four (24) months.)
 - 3) Temporary employees shall not be used to avoid filling vacant permanent positions, nor shall they be used to avoid the filling of newly created permanent positions.
 - 4) Article 10 Grievance Procedure and Article 11 Arbitration shall not apply on matters related to termination of employment.
 - 5) Seniority for Temporary employees applies only as outlined in Article 13 Seniority.
 - 6) Lay-off and Recall rights shall not apply as per Clause 3.08e).
 - 7) Vacation Pay: Temporary employees shall earn vacation pay as per the Alberta Employment Standards Code, and shall be paid on termination of employment. Article 19 will not apply.
 - 8) Leave and Absences: all time away from work is to be approved by the employee's immediate supervisor in writing at least one week in advance of the leave. With exception of Bereavement Leave Article 20.02, where the supervisor may exercise discretion, all leaves of absence shall be without pay.
 - 9) Sick Leave: All sick leaves shall be without pay. Article 21.04 may apply.
 - 10) Workers' Compensation: A non-permanent employee prevented from performing his regular work, with the Employer, due to an occupational accident, that is covered by the Workers' Compensation Act shall be paid only by the Workers' Compensation Board.
 - 11) Benefits: Article 23 is not applicable to non-permanent employees.
- b) Where a Temporary employee is to be hired for a period of six (6) months or longer such a position shall be posted as per Article 14.

- 3.08**
- c) A Temporary employee hired to function in an existing classification shall be compensated as per Schedule "A" - Wage Rates. If hired to function in a new classification and/or under a government funding program, the Employer shall determine the compensation rate. Should the new classification be for a term of employment in excess of six (6) months, the wage rate shall be determined by Article 28.02.
 - d) If a temporary position extends beyond twelve (12) months (except in those instances of Maternity or Long Term Disability Leave, which would be twenty four (24) months), the Union will be advised and a review will be initiated to determine if the position is required on a permanent basis.
 - e) Temporary employees may be terminated at any time during the term of their employment provided they are given one (1) week's notice of termination or pay in lieu of notice. Such termination shall not be subject to the grievance procedure. For clarification purposes, this Clause does not apply to permanent status employees working in non-permanent positions.
 - f) The City agrees to forward for the Union's review, applications for all Federal or Provincial employment grant programs prior to submittal. As per Article 3.08 c) Employees hired to function in a new classification and/or under a government funding program, the Employer shall determine the compensation rate. Employees engaged under an employment program will not displace or replace existing employees or employees on lay-off. A letter of concurrence from the Union is required, agreeing that the student(s) or participant(s) can work for the City.

ARTICLE #4 - HUMAN RIGHTS

- 4.01** The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, color, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of their membership or activity in the Union.
- 4.02** The City of Fort Saskatchewan is governed by a Sexual/Personal Harassment policy. Please refer to the City of Fort Saskatchewan "Policy Handbook".

ARTICLE #5 - UNION SECURITY

- 5.01** The Employer agrees not to make any contracts for services for work performed if such contracts will result in a reduction in the permanent staff.
- 5.02** Work shall not be performed by supervisory personnel when qualified employees within the bargaining unit are available, except for the purposes of training.

ARTICLE #6 - CHECK-OFF OF UNION DUES

- 6.01** The Employer agrees to deduct Union dues and assessments from wages of all employees covered by this Agreement, such Union dues and assessments as shall be decided from time to time by the Union. The Union shall advise the Employer two months in advance of any changes.
- 6.02** Union dues shall be deducted from an employee at the commencement of the first pay period and shall be deducted in accordance with Article 6.01.
- 6.03** a) Deductions shall be forwarded in one cheque/payment to the Secretary-Treasurer of C.U.P.E. Local 843 normally not later than the 10th day of the following month for which the dues were levied. A list of the names of employees from whose wages the deductions have been made will be forwarded.
- b) The Employer shall provide to the Union, monthly, a list indicating promotions, demotions, hiring, lay-off, transfers, recalls, resignations, retirements, deaths and other termination of employment.
- c) Twice a year the Employer will provide the Union with the employee addresses and phone numbers.
- 6.04** The Employer will note the individual Union dues deducted and enter the amount on T-4 slips issued for Income Tax purposes.

ARTICLE #7 - NEW EMPLOYEES

- 7.01** The Employer agrees to advise employees that a Union Agreement is in effect and to provide to its newly hired employees a letter from the President of the Local Union identifying the Local and its Officers, and a copy of the current Collective Agreement.

ARTICLE #8 - RELATIONSHIP

- 8.01** The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of management and to direct the working forces subject to the terms of this Agreement.
- 8.02** All employees shall be required to give notice of termination where possible, in writing, to their immediate supervisor two (2) weeks prior to their last working day.

ARTICLE #9 - UNION COMMITTEES AND STEWARDS

- 9.01** The Employer and the Union agree to establish a Labour Management Committee to discuss matters of mutual concern. The Committee shall consist of the City Manager or the Corporate Services General Manager, the Director of Human Resources and Payroll Services or designate and three (3) Union representatives. Meetings shall be by mutual consent of the parties.
- 9.02** The Committee shall determine its own procedures and the method of recording the proceeding.

ARTICLE #10 - GRIEVANCE PROCEDURES

10.01 **DEFINITION:**

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

10.02 **TIME LIMITS:**

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

10.03 **STEP 1:**

An employee who believes he has a grievance shall first discuss the matter with his immediate supervisor within ten (10) working days of the date the alleged grievance occurred. The employees shall have the right to be accompanied by an officer of the Union while discussing the matter with his immediate supervisor. A sincere attempt will be made by both parties to resolve the dispute at that level. The immediate supervisor shall advise the employee, verbally, of his decision within five (5) working days of the date the matter was discussed.

STEP 2:

If the dispute is not settled at Step 1, the grievor shall submit the dispute in writing to the immediate supervisor within five (5) working days of the date the immediate supervisor rendered his verbal decision. If the dispute is not settled at this step, the immediate supervisor shall render his decision in writing to the grievor within five (5) working days of receipt of the written grievance.

10.03 **STEP 3:**

If the dispute is not settled at Step 2, the grievor will submit the grievance in writing to the Department Manager within five (5) working days of the date he received the written decision from the immediate supervisor.

- 10.03 cont.** A meeting between the parties may take place, in an attempt to resolve the matter, with the decision of the Department Manager being rendered in writing within five (5) working days from the receipt of the grievance at this step.

STEP 4:

If the dispute is not settled at Step 3, the grievor shall submit the dispute in writing to the City Manager within five (5) working days of the date he received the decision from the Department Manager.

A meeting of the parties may take place, in an attempt to resolve the matter, with the decision of the City Manager being rendered in writing within five (5) working days following receipt of the grievance at this Step.

STEP 5:

Failing settlement at Step 4, and within ten (10) working days of the date of receipt of the written decision from the City Manager, the grievor may submit the grievance to arbitration.

- 10.04** The Union shall be entitled to the services of a representative of the parent organization at any time during the grievance procedure.
- 10.05** The Employer shall be entitled to use the services of a legal representative at any time during the grievance procedure.
- 10.06** Where a dispute involving a question of general application or interpretation occurs, a policy grievance may be filed at Step 4.

ARTICLE #11 - ARBITRATION

- 11.01** Any grievance that has been processed through all steps of the Grievance Procedure and is in accordance with the time limits specified may be referred to a Board of Arbitration as hereafter outlined.
- 11.02** **TIME LIMITS:**
- The time limits specified in this Article shall not include Statutory Holidays, Saturdays or Sundays. The time limits may be extended by the consent of both parties in writing.
- 11.03** If a satisfactory settlement has not been reached within ten (10) days of receipt of the decision of the City Manager with respect to the grievance, the Union may request the formation of a Board of Arbitration, by notifying the other party in writing of its desire to arbitrate, at the same time submitting the name of the person nominated by them to be their appointee on the Board.
- 11.04 a)** Within ten (10) days the party receiving the above notice shall notify the above appointee and the other party of its appointee to the Board.

- 11.04 b)** Failure to name an appointee shall mean the other party will request the Minister of Labour to appoint a chairperson and an appointee.
- 11.05** The two (2) appointees so selected shall, within a period of fifteen (15) days select a third person to act as Chairperson or if the appointees fail to agree on a third person to act as Chairperson within the fifteen (15) days the appointment shall be made by the Minister of Labour upon the request of either the Employer or Union.
- 11.06** The Arbitration Board shall hear and determine the difference and shall issue an Award in writing. The decision of the Board is final and binding upon the parties and upon any employee affected by it. The decision of a majority of the Board members is the award of the Arbitration Board, but if there is not a majority, the decision of the Chairman governs and it shall be deemed to be the Award of the Board.
- 11.07** Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two parties shall bear equally the expenses of the Chairman.
- 11.08** The Arbitration Board:
- a) shall not have the power to alter or amend any provision of the Collective Agreement, or to substitute any provision or to give any decision inconsistent with the terms of this Collective Agreement;
 - b) shall have jurisdiction to determine whether the grievance presents an arbitrable issue;
 - c) is limited in its jurisdiction to dealing only with the matters specifically raised in the grievance.
- 11.09** Where the Board decides that an employee has been suspended or dismissed unjustly, the Arbitration Board:
- a) may direct the Employer to reinstate the employee and pay to the employee a sum equal to his wage loss by reason of his suspension or dismissal, or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable;
 - b) may make such other directives varying the penalty as it considers fair and reasonable having due regard to the terms of the Collective Agreement.
- 11.10** The Arbitration Board shall conduct its hearing within twenty (20) days of the appointment of the Chairperson where possible.
- 11.11** The written award of the Board of Arbitration shall be given to the parties within twenty (20) days following the completion of the hearing, where possible.

ARTICLE #12 - DISCIPLINE, SUSPENSION AND DISCHARGE

- 12.01** Whenever the Employer deems it necessary to discipline an employee in a manner indicating that suspension or dismissal may follow any further infraction or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such discipline and the infraction and/or substandard performance to the employee involved with a copy to the President of the Union. The employee's reply to such complaint will be included on or attached to the disciplinary report and become part of the record.
- 12.02** Adverse reports, letters of reprimand, disciplinary reports including suspension shall not be used against an employee at any time after a twelve (12) month period of active service from the date of the last occurrence. At the end of the period where no occurrences have been reported all such related reports shall be removed from the employee's personnel file.
- 12.03** The Employer may discipline or dismiss an employee for just cause.
- 12.04** An employee with reasonable notice to the Employer may review his personnel file.
- 12.05** Where a supervisor intends to interview an employee for disciplinary purposes that will culminate in a written disciplinary record to be signed by the employee, the supervisor will notify the employee in advance of the interview. The employee may have a Shop Steward or Union Representative present at the interview.

ARTICLE #13 - SENIORITY

13.01 SENIORITY DEFINED:

Seniority is defined as the length of continuous service with the Employer within the bargaining Unit, including temporary assignments outside the Bargaining Unit. Accrual of seniority as addressed in this Agreement shall apply to all full-time and part-time employees. Temporary and relief employees who, while in the employ of the Employer and who are the successful applicant for a permanent position as per Article 14, shall have their seniority as a temporary employee and/or a relief employee credited back to their last break in service with the Employer.

13.02 SENIORITY LIST:

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

13.03 LOSS OF SENIORITY:

- a) An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- b) An employee shall only lose his seniority in the event:
 - i) he is discharged for just cause and not reinstated;
 - ii) he resigns;
 - iii) he is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
 - iv) he fails to return to work within ten (10) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause; it shall be the responsibility of the employee to keep the Employer informed of his current address;
 - v) he is laid off for a period longer than one (1) year.

ARTICLE #14 - PROMOTION AND STAFF CHANGES

- 14.01** a) The Employer shall notify the Local and post notices of any vacancy and new positions within the bargaining unit for not less than seven (7) calendar days. It will not be necessary to post a job vacancy for a position if the same posting appeared in the last four (4) weeks.
- b) When circumstances require the Employer to fill a vacancy before the expiration of seven (7) calendar days, this shall be made on a temporary/relief basis only. A position being filled by a Temporary employee will only be posted if the employee is to be hired for 6 months or longer. As per Article 3.08 b)

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

14.03 INFORMATION ON POSTING:

Such notice shall contain the following:
Nature of position, required knowledge and education, ability and skills, shift and negotiated rate of pay.

14.04 PROMOTIONS AND TRANSFERS:

The Employer, in making promotions and transfers, shall make such decisions on qualifications, experience and abilities. Should these factors be equal between two or more candidates, seniority shall be the deciding factor. The Employer agrees to give first consideration to present personnel.

14.05 TRIAL PERIOD:

The successful internal applicant shall be placed in the position for a trial period of sixty (60) calendar days. The immediate supervisor may extend that trial period for an additional sixty (60) calendar days if necessary, the reason(s) for the extension will be provided to the employee with a copy to the Union. When the employee successfully completes the required trial period, the promotion shall become permanent. In the event the employee proves unsatisfactory or desires to return to his former position, he shall be returned immediately to his former position and wage rate without loss of seniority. Notice to immediately return to former position must be provided by either party within the Trial Period. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position without loss of seniority. For the purposes of this Agreement, Trial Period applies in situations where employees have completed the required six (6) month probation period. The successful internal applicant who has not yet completed their probation period must complete the required six (6) month probation period prior to beginning and fulfilling the trial period.

14.06 The Employer shall endeavor to provide suitable alternate employment when, through advancing years, injury, illnesses or handicap, an employee is unable to perform his duties, provided there is a vacancy for which the employee is qualified.

ARTICLE #15 - LAY-OFF AND RECALLS

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

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

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

- i) 1 week if employed less than 2 years.
- ii) 2 weeks if employed for 2 years or more but less than 4 years.
- iii) 4 weeks if employed for 4 years or more but less than 6 years.
- iv) 5 weeks if employed for 6 year or more but less than 8 years.
- v) 6 weeks if employed for 8 years or more but less than 10 years.
- vi) 8 weeks if employed for 10 years or more.

- 15.04** When a layoff is deemed necessary by the Employer, the Employer shall determine the classification and the department of the position(s) to be laid off.
- 15.05** There shall be no bumping.
- 15.06** Once the layoff position(s) have been identified as per Article 15.04, the least senior person(s) in that classification and department will be laid off.
- 15.07** If the classification and department contains both full-time and part-time employees, the Employer shall determine the number of full-time employees and the number of part-time employees to be laid off. Then Article 15.06 shall apply separately to full-time and part-time employees.
- 15.08** **RECALL:**
- a) Employees shall be recalled in the order of seniority within the classification, from which they were laid off.
 - b) Notice of recall shall be by registered mail. It shall be the responsibility of the employee to keep the Employer informed of his current address.
 - c) An employee shall return to work within ten (10) calendar days of receipt of recall notice. Failure to do so shall be considered as a resignation.
- 15.09** **TECHNOLOGICAL CHANGE:**
- Where the Employer introduces significant technological changes and deems that such changes impact employees, the Employer will provide appropriate training or retraining.
- 15.10** Where an employee is unable or unwilling to adapt to such technological change, the employee may elect to take additional training or retraining with approval of the Employer or to take a voluntary withdrawal status.
- 15.11** A voluntary withdrawal status shall consist of one three (3) month period where the Employer will endeavor to place the employee in any appropriate vacant position while the employee continues to work in their current position. Such appointment will not be subject to Article 14. If such an appointment is at a lower rate of pay, the employee will continue to receive their former rate for the first three (3) months at the end of which time, they will receive the rate of pay for the new classification. If the Employer is unable to place the employee, or if the employee refuses all placement, they shall be deemed to have resigned. However for the purposes of this Article only, they shall receive compensation as per Article 15.12.
- 15.12** An employee who elects to receive compensation through the provisions of Article 15.11, shall be compensated with notice or pay as provided for in Clause 15.03.

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

ARTICLE #16 - HOURS OF WORK

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

Clerk I	Accounting Clerk I
Clerk II	Accounting Clerk II
Clerk III	Accounting Clerk III

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

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

b) CLERK III (POLICE CLERK):

i) Shift Workers: a regular shift shall be a maximum of ten (10) hours on a rotating twenty-four (24) hour schedule inclusive of a one (1) hour lunch period, averaging approximately 1950 hours annually.

ii) Non-rotating shift shall be any seven and one half (7.5) hour period averaging seventy-five (75) hours biweekly excluding a one (1) hour unpaid lunch period. A regular shift shall be Monday to Friday.

c) COMMUNITY PEACE OFFICER:

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

d) PROGRAM ASSISTANT, CASHIER RECEPTIONIST:

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

16.03 a) ALL NON OFFICE STAFF SHALL MEAN:

Parks and Arenas Foreman	Operator I
Roads, Utilities and Equipment Foreman	Operator II
Labourer I	Operator III
Labourer II	Utility Operator II
Heavy Equipment Technician	Utility Operator III
Automotive Services Technician	Aquatics Foreman
Clerk III (Aquatics)	Custodial Foreman
Apprentice Auto Services Technician	Custodian
Shell Theatre Lobby Bartender	Home Support Aide
Facility Monitor	

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

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

Summer/Winter and Winter/Summer Shift Schedule:

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

b) PART-TIME CASHIERS, INSTRUCTORS, INSTRUCTOR/GUARDS, AQUAFITNESS INSTRUCTORS, SPECIALIZED INSTRUCTORS, PROGRAM ASSISTANTS AND CUSTODIANS ONLY:

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

c) PARKS AND ARENA OPERATOR II:

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

d) TRANSFER STATION ATTENDANT:

A regular shift shall be a maximum of 10 hours per day on a schedule averaging approximately 2080 hours annually. Any time worked in excess of the scheduled hours for the day shall be considered overtime and compensated in accordance with the Collective Agreement.

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

- 16.05** Upon mutual agreement between the Employer and the employees, a compressed work week schedule may be implemented in a work area. Where a compressed work week schedule does not comply with this Agreement, then any changes shall be by mutual agreement with the Union. Such agreement shall not be unreasonably withheld.
- 16.06** If an employee reports for any scheduled shift and is sent home before he is able to complete two (2) hours of work, he shall be paid the greater of two (2) hours at his regular rate of pay or the minimum of three hours at the Labour Standards minimum rate of pay, unless the employee is sick and unable to work of his own volition.
- 16.07** There shall be no split shifts for full-time employees.
- 16.08** a) All full-time employees shall be permitted a fifteen (15) minute rest period both in the first half and second half of the shift, provided this time is spent at the point of work being carried out.
- b) All full-time non-office staff are entitled to a paid twenty (20) minute lunch break to be taken at the location where work is being carried out or the nearest City or public location where washroom facilities are accessible.
- c) All part-time employees shall be permitted paid rest breaks as per the following.
- 0 - 3.75 hours no break
 - 4 - 4.75 hours 15 min. break
 - 5 - 6.75 hours 20 min. lunch break
 - 7 - 7.75 hours 15 min. break, 20 min. lunch break
 - 8 - 10 hours two 15 min. breaks, 20 min. lunch break
- 16.09** a) A full-time employee shall not be required to change from one shift to another shift without at least twelve (12) hours of rest between shifts, excluding a part-time employee who shall not be required to change from one shift to another without at least eight (8) hours of rest between shifts.
- b) A full-time employee in Aquatics shall not be required to change from one shift to another shift without at least ten (10) hours of rest between shifts.
- c) With respect to the requirement that any employee's hours of work must be confined within a period of 12 consecutive hours in any one work day pursuant to Section 16 of the Employment Standards Code, the City and the Union agree that an employee's hours of work may be extended beyond the stipulated 12 consecutive hours in the following circumstances:
- i) Split shifts on in-service days conducted at Harbour Pool; and
 - ii) Split shifts arising from approved shift exchanges between pool staff and/or custodial staff.
- 16.10** Permanent shifts shall be scheduled on a rotating basis and may include evenings and week-ends.

- 16.11** a) In areas of the City's operations that are affected by public bookings, inspection services, public complaints and Bylaw Enforcement, schedules are posted seven (7) days in advance and an employee shall receive forty-eight (48) hours notice of a shift change.
- b) In other areas of the City's operations, schedules are posted two (2) weeks in advance; a change of shift shall require one weeks notice.
- c) Except in the case of emergency work to be done to machinery or plant or in case of unforeseeable or unpredictable circumstances, if the employee concerned has not had sufficient rest as per Article 16.09, or has not received sufficient notice as per Article 16.11 a) or 16.11 b), the first shift worked after the change shall be at time and a half (1.5) the employee's regular rate of pay. This shall not apply to shifts offered as per Article 3.06 f) and 3.06 g).
- d) An employee may exchange a scheduled shift with another employee subject to obtaining written agreement with the other employee and the supervisor's written approval twenty-four (24) hours in advance of the requested change. Any overtime or shift bonus pay normally applicable to the shift will only apply to the employee working that shift.
- 16.12** a) Shift schedules for full-time employees shall provide for at least two (2) consecutive days of rest.
- b) Shifts schedules for part-time and relief employees shall provide for at least two (2) consecutive days of rest if so requested by the employees involved, where possible.
- 16.13** Where scheduled hours are to be changed so that they are different from those specified above, the Employer will consult in advance with the Union on such hours of work.
- 16.14** All employees, except Pool staff, shall notify their immediate supervisor personally when possible at least one (1) hour prior to the commencement of their regular scheduled shift, of their reason for absence. Pool staff shall notify their immediate supervisor at least two (2) hours prior to the commencement of their regular scheduled shift, of their reason for absence.
- If extenuating circumstances make this impossible, a doctor's certificate may be required.

ARTICLE #17 - OVERTIME

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

17.02 The overtime rate shall be:

a) Scheduled Over-Time

Is Over-Time at the rate of one and one half (1.5) times the regular rate of pay for all hours over the regular shift that the employee has received at least two (2) hours advance notice. Employee must receive notice to work overtime while on regular shift.

17.02 b) Unscheduled Over-Time

Is Over-Time paid at the rate of two (2) times the regular rate of pay for all hours over the regular shift that the employee has not received at least two (2) hours advance notice. Employee must receive notice to work overtime while on regular shift.

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

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

17.05 TIME OFF IN LIEU:

An employee may take time off in lieu of accumulated overtime to a maximum of eighty (80) hours per year, providing such time is allocated based on operational requirements. If overtime is earned at one and one half (1.5) times, it can be banked as T.O.I.L. at the same rate. If overtime is earned at two (2) times, it can be banked as T.O.I.L. at the same rate. All overtime, above the maximum eighty (80) hours per year, accumulated as of November 30th of each year, shall automatically be paid to the employee, with the following exception:

Under extenuating circumstances, an employee may apply to their supervisor to carry forward up to the allowable maximum of accumulated forty (40) hours to the following year.

17.06 Requests for use of Time Off In Lieu shall be submitted in writing to their immediate supervisor no less than two (2) weeks prior to the commencement of the Time Off In Lieu.

ARTICLE #18 - STATUTORY HOLIDAYS

18.01 a) Employees shall be entitled to a day off with pay on or for the following statutory holidays:

New Year's Day, Canada Day, Thanksgiving Day, Good Friday, Christmas Day, Easter Monday, Boxing Day, Remembrance Day, Family Day, Victoria Day, Labour Day, Civic Holiday (1st Monday in August)

and any other day proclaimed a holiday by the Federal and Provincial governments, and the City of Fort Saskatchewan Council.

b) The Employer and the Union may agree from time to time to change the date on which the statutory holiday is observed.

c) Should any of the above named statutory holidays be deleted by the Provincial or Federal Government, it shall be deleted from this Collective Agreement, provided that notice is given to the Union.

18.02 One and one half (1.5) times shall be paid for all work done on Statutory Holidays or declared holidays, in addition to payment covered by Article 18.01. If the employee wishes to bank the overtime for which they are entitled, it will be added to their overtime bank and article 17.05, Time off in Lieu will apply.

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

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

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

18.06 Employees shall receive an alternate day off with pay at mutual convenience when a Statutory Holiday falls on a day that would otherwise be an employee's regular scheduled day of rest. This alternate day off shall be taken not later than the employee's next annual vacation period.

ARTICLE #19 - VACATIONS

- 19.01** a) An employee shall earn entitlement to vacation for continuous service with regular pay in accordance with the following schedule:
- i) During the first six (6) years earn credits at the rate of 1.25 days per month or 15 days/year. (6% of regular pay)
 - ii) During the seventh (7th) year, up to and including the fourteenth (14th) year, at the rate of 1.66 days per month or 20 days/year. (8% of regular pay)
 - iii) During the fifteenth (15th) year, up to and including the twenty-fourth (24th) year, at the rate of 2.08 days per month or 25 days/year. (10% of regular pay)
 - iv) During the twenty-fifth (25th) and subsequent years of employment, at the rate of 2.5 days per month or 30 days/year. (12% of regular pay)
- b) Entitlements shall be calculated from the date the employee commenced his continuous service. Employees are entitled to utilize their vacation credits to the extent it has been earned.
- c) A permanent full-time employee who has completed ten (10) years of continuous service with the Employer shall receive, in his eleventh (11) year of employment, an additional five (5) days of vacation, to be taken no later than his next anniversary date.
- d) A permanent full-time employee who has completed twenty (20) years of continuous service with the Employer shall receive, in his twenty first (21) year of employment, an additional five (5) days of vacation, to be taken no later than his next anniversary date.
- e) A permanent full-time employee who has completed thirty (30) years of continuous service with the Employer shall receive, in his thirty first (31) year of employment, an additional five (5) days of vacation, to be taken no later than his next anniversary date.
- 19.02** Vacations shall be allocated by the immediate supervisor with due consideration to operational requirements of the department and the employees seniority.
- 19.03** a) Vacation notice shall be posted and completed by March 31st each year. Employees shall be notified of their vacation entitlement by April 14th of each year.
- b) Requests for a vacation period outside of that mentioned above shall be submitted to their immediate supervisor in writing no less than two (2) weeks prior to commencement of vacation. Employees shall be notified within 2 working days, not including week-ends and statutory holidays, if the vacation request has been approved or denied.

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

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

ARTICLE #20 - LEAVE OF ABSENCE

20.01 All requests for leave of absence shall be in writing on the appropriate form. All requests shall be considered and the employee shall be notified in writing in a reasonable period of time of the approval or denial of the request. Where an absence has been approved, an employee will utilize any existing vacation or T.O.I.L. credits.

20.02 **BEREAVEMENT LEAVE:**

An employee shall be granted a minimum of five (5) regularly scheduled consecutive work days without loss of pay and benefits in the case of a death of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, former guardian, fiancée, or any other relative who has been residing in the same household. Where the burial occurs outside the Province, such leave shall also include reasonable traveling time, not to exceed four (4) days.

20.03 **MOURNER'S LEAVE:**

- a) One half (1/2) day leave shall be granted without loss of salary or wages to attend a funeral providing notice to the Employer is given twenty-four (24) hours in advance in writing.
- b) One (1) day leave be granted without loss of salary or wages to administer bereavement responsibilities such as executor or pall bearer, providing notice to the Employer is given twenty-four (24) hours in advance in writing.

20.04 **FULL-TIME UNION DUTIES:**

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

- a) In the event that an employee becomes a full-time official of the Union, he shall be granted leave of absence for the purpose of carrying out the duties of his office and shall retain his seniority with the Employer as if he had remained in continuous employment therein. He shall have the right at any time upon giving one (1) month's notice, to return to his previous position or to such other position to which he may be promoted by reason of seniority and ability. Such leave of absence shall be granted for a period not exceeding one (1) year. Should appointment extend beyond one year, the employee and the City may agree to an extension by mutual agreement.

- 20.04** b) Such an employee shall make contributions to all employee benefits participating in same as would a permanent employee of the Employer. His contributions to these benefits shall be based on his earnings during this full-time of employment with the Union, who shall pay the Employer's portion making due allowance for changes in his marital status and number of dependents.
- c) Any person hired to fill a vacancy created by an employee becoming a full-time Union official, shall be temporary for the first year.

20.05 **UNION FUNCTIONS:**

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

20.06 **NEGOTIATIONS, GRIEVANCES AND ARBITRATION PAY PROVISIONS:**

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

20.07 **NEGOTIATING MEETINGS:**

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

20.08 **PUBLIC DUTIES:**

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

20.09 **PUBLIC OFFICE:**

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

20.10 **TIME OFF FOR ELECTIONS:**

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

20.11 **GENERAL LEAVE:**

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

20.12 **PAID JURY OR COURT WITNESS DUTY LEAVE:**

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

20.13 **EDUCATION LEAVE:**

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

20.14 **MATERNITY LEAVE:**

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

20.15 **LENGTH OF MATERNITY LEAVE:**

Maternity leave shall cover a period up to twelve (12) months for the birth or adoption of a child. Fifteen (15) weeks is Maternity Leave for a mother giving birth (6 of which must be taken after the delivery), 37 weeks is Parental Leave, entitled to the mother after delivery, the other parent after the time of birth, or adoptive parents after the time of adoption. Both parents may share parental leave, as long as the sum of both of their leave time does not exceed 37 weeks. In the case that both parents are employees the Employer is not required to grant parental leave to more than one parent at a time.

20.16 **PROCEDURE UPON RETURN FROM MATERNITY LEAVE:**

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

ARTICLE #21 - SICK LEAVE

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

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

- 21.03** In addition to the pension benefits for which an employee may qualify on retirement under the Local Authorities Pension Plan on reaching retirement in the City's service, an employee shall receive a lump sum equivalent to one half (50%) of his unused accumulated sick leave under 21.02 above, with payment to be calculated on the employee's regular salary at the time of retirement. **(Shall apply to all eligible employees on staff prior to March 11, 1997.)**
- 21.04** An employee shall be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days certifying that he is unable to carry out his duties due to illness.
- 21.05** All sick leave shall be paid for at the regular rate of pay.
- 21.06** Sick leave shall not be paid for leave resulting from intentionally self-inflicted injury, due to an injury while in the employ of any other Employer that is covered by Workers' Compensation benefits, where the illness or injury is covered by Canada Pension Plan, where the employee is engaged in employment for wage or profit while receiving disability benefits, or where injury is sustained during the commission of a criminal activity.
- 21.07** When a permanent employee's illness extends beyond his accumulated days of sick leave and is substantiated by a Doctor's certificate, a leave of absence without pay, as per Article 20.11, will be granted for a period of up to eleven (11) months or such earlier date as the employee's Doctor permits him to return to work. Further extensions may be considered under Article 20.11. The employee shall provide the Employer with seven (7) days written notice of readiness to return to work, after Doctor's permission is received accordingly.
- 21.08** Payment for illness that starts prior to, during, or immediately following an employee's scheduled vacation shall be paid accordingly when substantiated by a Doctor's certificate.
- 21.09** **FAMILY SICK LEAVE:**
- In case of illness of a spouse, dependent or elder parent where no one other than the employee is able to provide for his needs, the employee may be entitled, with the approval of his immediate supervisor, to use up to a maximum of six (6) days per year of his sick leave to make arrangements for the care of the dependent, spouse or elder parent. Exceptions to this Clause may be granted with the approval of the Director of Human Resources and Payroll Services, provided a sufficient bank of sick leave of at least twelve (12) sick days per year of service remains for the employee's personal use.
- 21.10** In the case where an employee is unable to obtain a medical and/or dental appointment for himself outside of his regular shift, an employee shall with prior notification and approval of his supervisor, use his sick leave for this purpose.

ARTICLE #22 - WORKERS' COMPENSATION

- 22.01** a) An employee prevented from performing his regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation Act, shall be paid at the regular rate for which he was paid before such injury, provided that he assigns to the Employer the amount payable to him by the Workers' Compensation Board, for a period of three (3) months. After a period of three months and if the employee is still receiving Workers' Compensation payments, the employee's Workers' Compensation Board payment shall be assigned to the Employer, the Employer shall deduct from this payment the cost of the employee's benefits, and the remainder be provided to the employee on the normal pay days.
- b) Should legislation affecting Workers' Compensation Board payments change, this article may then be subject to negotiations.
- c) At such time as the employee is deemed to be one hundred (100%) percent capable of performing his regular duties by the Workers' Compensation Board, the employee shall return to his regular duties. If not deemed one hundred (100%) percent capable of performing such regular duties, the Employer shall endeavor to find alternate employment for the employee in accordance with Article 14.06.
- d) While on Workers' Compensation leave, an employee shall continue to accrue seniority; notwithstanding the above, the employee shall not accrue vacation and sick leave credits for a period greater than one (1) month from the date of injury/accident.
- e) Should an employee fail to report an accident within forty-eight (48) hours, Article 22.01 a) may not be applicable. This will be waived in extraordinary situations where the employee could not report.

ARTICLE #23 - BENEFITS

- 23.01** a) All permanent employees shall be entitled to coverage under the City of Fort Saskatchewan Group Benefit Plan:
- (1) Life Insurance
 - (2) Alberta Health Care
 - (3) Dental Plan
 - (4) Long Term Disability
 - (5) Extended Health Care Plan
 - (6) Accidental Death & Dismemberment
- b) All eligible employees of the City of Fort Saskatchewan must participate, apply for benefits and maintain coverage as conditions of continuing employment except for employees insured under another group plan through a spouse or other Employer, except in the case of Life Insurance, AD&D and Long Term Disability coverage for which all eligible employees must apply for and maintain, regardless of other coverage.

23.01 c) Permanent Part-Time Employee Eligibility for Benefit

- (1) Same cost-sharing arrangement as per Article 23.02.
- (2) Average hours of work over the normal course of a year shall meet a minimum "threshold" of 0.65 full-time equivalent (FTE).
- (3) Waiting period for any Permanent part-time employee is 12 months.
- (4) Permanent part-time employees who meet the above criteria will participate as stated in Article 23.01 b)

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

<u>Benefit</u>	<u>Employer Share</u>	<u>Employee Share</u>
(1) Life Insurance (minimum 2 x annual wage)	80%	20%
(2) Alberta Health Care	100%	0%
(3) Dental (minimum 75% basic; 50% major/extensive)	80%	20%
(4) Long Term Disability	0%	100%
(5) Extended Health Care Plan	80%	20%
(6) Accidental Death & Dismemberment	80%	20%

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

23.04 Coverage for benefits listed in Article 23.01 shall commence on the first day of the calendar month following a three (3) month waiting period.

23.05 In addition to the Canada Pension Plan, every eligible employee shall participate in the Local Authorities Pension Plan. The Employer and the employee shall make contributions in accordance with the provisions of the Plan.

ARTICLE #24 - PAYMENT OF WAGES AND ALLOWANCES

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

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

- 24.03** Employees working a scheduled shift of which two (2) or more consecutive hours fall between 1600 and 0700 hours shall receive a shift differential of \$1.00 for all hours worked.
- 24.04** The shift differential shall not be paid for hours worked at overtime rates.
- 24.05** An employee may be required to go on stand-by duty.
- 24.06** Employees scheduled for standby duty shall receive \$2.50 per hour for all hours between shifts while on standby status. This standby pay shall cease when the employee receives a call in. Once the employee completes the call in or the minimum call in requirement of three (3) hours, and is required to return to standby they shall revert to the standby rate.
- 24.07** When a newly hired employee is awarded a position, that person's wage rate shall be established at the first step on the pay scale which is equal to 91% of the maximum wage rate. A new employee who has been employed in a position with similar duties and responsibilities in a related field for a minimum of six (6) months equivalent OR has a certificate or diploma from a recognized educational institute in a related field, will be placed at step two (2) of the pay scale which is equal to 94% of the maximum wage rate. If the new employee meets both requirements as listed, the new employee will be placed at level three (3) of the pay scale which is equal to 97% of the maximum wage rate.

Once a permanent full-time employee successfully completes the six (6) month probationary period they shall advance one step through the pay scale. Permanent full-time employees will then advance through the pay scale, one step, at each nine (9) month interval until the employee reaches the maximum level within their job classification.

Permanent part-time employees will advance through the pay scale, one step, upon the accumulation of the equivalent of six (6) months of full time hours to a maximum of one (1) year at which time advancement will occur immediately. Permanent part-time employees will then advance through the pay scale, one step, upon the accumulation of nine (9) months of full-time hours to a maximum of one (1) year at which time advancement will occur immediately. The progression will repeat as above until the employee has reached the maximum level within their job classification.

Non-permanent employees will advance through the pay scale, one step, upon the accumulation of the equivalent of six (6) months of full time hours during a two (2) year window while the employee is in the same classification. Non permanent employees will then advance through their pay scale, one step, upon the accumulation of the equivalent of nine (9) months of full-time hours during a two (2) year window while the employee is in the same classification. The progression will repeat as above until the employee has reached the maximum level within their job classification.

24.07 cont. All employees appointed to a classification level with a higher wage rate than their current classification will be placed on the same level of the pay scale as they are currently, both in a temporary acting capacity or in the situation of a permanent placement.

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

24.08 Effective November 21, 1994, direct deposit shall be mandatory for any person commencing employment with the City.

24.09 An employee may be designated for time specific periods as a Lead Hand for the purpose of supervising work performed by employees assigned to him/her. Lead Hand responsibilities will include the preparation of daily reports of jobs performed as well as working with the employees under his/her supervision and control and ensuring that all assigned staff adhere to safety policies and safe work procedures. An hourly Lead Hand allowance will be paid in addition to the regular wage of the employee designated as a Lead Hand for all hours so designated. The Lead Hand allowance is contained in Schedule "A" – Wage Rates.

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

ARTICLE #25 - HEALTH AND SAFETY

25.01 The Employer and the employees shall comply with the requirements of the Alberta Occupational Health and Safety Act and Regulations.

25.02 Where the Employer requires safety footwear to be worn, the Employer will pay all permanent employees affected to a maximum of one hundred (\$100) dollars per annum upon proof of purchase.

Permanent employees whose footwear requires replacement more than once in a year due to the nature of the work undertaken may apply to their section Superintendent for up to an additional \$75.00 toward a second pair of safety footwear. Proof of purchase will be required for reimbursement.

Temporary employees who have completed a total of two thousand and eighty (2080) hours within a three (3) year consecutive period shall qualify for the footwear subsidy to a maximum of one hundred (\$100) dollars per annum upon proof of purchase.

ARTICLE #26 - GENERAL

26.01 LIABILITY FOR LEGAL COST:

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

ARTICLE #27 - BULLETIN BOARD

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

ARTICLE #28 - JOB CLASSIFICATION AND RECLASSIFICATION

28.01 ESTABLISHMENT OF JOB GRADES:

The Employer shall develop classification descriptions for classifications in accordance with Job Grades and shall provide these descriptions as they become available to the Union. Article 28.08 represents a condensation of the classification descriptions and, as such, forms part of this Agreement. The Letter of Understanding on Job Classification Method dated March 11, 1997 provides further information on Job Grading.

28.02 POSITION DESCRIPTIONS:

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

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

28.03 CHANGES TO EXISTING CLASSIFICATION DESCRIPTIONS:

When the duties in any position description/classification description are changed significantly, or where the Union and/or an employee is of the opinion he is unfairly or incorrectly classified, the Union and the employee shall have the right to challenge the classification and the rate of pay. The challenges shall be in writing

28.03 cont. to the Director of Human Resources and Payroll Services. If the parties are unable to agree on reclassification and/or rate of pay of the position in question, the rate of wages shall be determined by the Grievance Procedure commencing at Step 3. The new rate shall become retroactive to the date when the challenge was submitted to the Director of Human Resources and Payroll Services.

28.04 **CREATION OF NEW CLASSIFICATION DESCRIPTIONS:**

It is the right of the Employer to introduce new classification descriptions and/or position descriptions during the term of the Collective Agreement. In the event the Employer creates a new classification which falls within the jurisdiction of the Union, the Employer shall provide to the Union a copy of the classification description and/or the position description and the recommended rate of pay for this classification within 30 days of establishing the new classification. The Union will give notice in writing to the Employer of any proposed changes and within twenty (20) working days of receipt of such notice by the Union, the Employer is required to enter into negotiations for wage rates and working conditions of such new classification. Should the parties fail to agree on the classification and/or wage rate, then the provisions of Clause 28.03 shall apply. In the event that the Employer needs to post (or advertise) to fill this new classification and the parties have not been able to agree upon the classification and/or wage rate, the following statement shall be included:

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

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

28.05 **ELIMINATING CLASSIFICATIONS:**

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

28.06 **ASSUMING ANOTHER CLASSIFICATION:**

- a) Any employee required to assume the duties of a higher classification shall be paid the wages of the higher classification immediately upon starting in the higher classification and for the period he/she is employed in the higher classification. Any employee required to assume the duties of a classification for which a lower wage rate has been established, shall continue to be paid at the rate established for the classification under which he is listed on the payroll.
- b) When an employee is assigned to work in the capacity of a Lead Hand or a Foreman position, the Lead Hand or Foreman wage rate will apply from the time the employee assumed the position. This Clause is subject to the immediate supervisor's approval.

- 28.06 c) Any employee assigned to train in a higher classification and working under the supervision of a person in that classification, shall receive such training at his listed payroll rate of pay.

28.07 **CLASSIFICATION DESCRIPTIONS:**

These Classification Descriptions are the general descriptions for the different job classifications. Individual position descriptions shall be established by the Employer.

Individual position descriptions, while not attached to this Agreement, shall be considered part of this Agreement once they are implemented.

a) **Foreman, Parks and Arenas**

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

b) **Foreman, Roads, Utilities and Equipment**

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

c) **Labourer I:**

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

- d) **Labourer II:**
The general duties of this classification shall include, but not be limited to, performing a wide variety of routine manual tasks, which can be quickly learned. Employees in this class are usually required to work under close supervision according to detailed instructions which can be carried out without the exercise of independent judgment (i.e. construction and maintenance of roads, sidewalks, parks, buildings, snow removal, cutting grass, cleaning streets, digging, planting, etc.) and qualified to drive a truck (Class 5 License). Employees in this class may provide assistance and/or direction to Labourer I.
- e) **Operator I:**
The general duties of this classification shall include, but not be limited to, working as a member of a field staff and participates in the planning of day-to-day activities in the areas of roads, parks, arenas and facilities. Incumbents generally work at multiple sites during various shifts and monitor preventative maintenance repair and emergency activities for all relevant municipal infrastructure. Incumbents work under fairly close supervision and receive instructions verbally and in writing. Expected to confirm and utilize all tools, equipment and materials required to perform minor maintenance related activities in the areas of roads, parks and facilities. Qualifications include Grade 12 or equivalent, may require a Class 3 License, and some related experience.
- f) **Operator II:**
The general duties of this classification shall include, but not be limited to, working as a member of a field staff and participates in developing and initiating short and long term preventative maintenance and operational work plans. Furthermore, incumbents participate in the planning of day-to-day activities in the areas of roads, parks, arenas and facilities. Incumbents would be expected to ensure that the resources required for assigned activities at multiple work sites are obtained as related to work in the areas of roads, parks, arenas and facilities. Incumbents also monitor preventative maintenance repair and emergency activities for all relevant municipal infrastructure. Incumbents work under general supervision and receive instructions verbally or in writing. Qualifications include Grade 12 or equivalent, may require a Class 3 License, may require "Air Brake Certification" and two (2) years related experience
- g) **Operator III:**
The general duties of this classification shall include, but not be limited to, participating as a key member of field staff and participating in developing and initiating short and long term preventative maintenance and operational work plans. Provides input for planned work activities and takes a lead role in determining staff, equipment and material required to complete assigned tasks. Furthermore, incumbents participate in the planning of day-to-day activities in the areas of roads, parks, arenas and facilities. Incumbents would be expected to ensure that the resources required for assigned activities at multiple work sites are obtained as related to work in the areas of roads, parks, arenas and facilities. Incumbents also monitor preventative maintenance repairs and emergency activities for all relevant municipal infrastructure. Incumbents work under minimal supervision and receive instructions verbally or in writing. Qualifications include Grade 12 or equivalent, Class 3 License, may require "Air Brake Certification", and (5) years related experience.

- h) **Utility Operator II:**
The general duties of this classification shall include all the duties and requirements of an Operator II. In addition, the incumbent will require Level I water distribution and wastewater collection certification as per Alberta Environment Legislation.
- i) **Utility Operator III:**
The general duties of this classification shall include all the duties and requirements of an Operator III. In addition, the incumbent will require Level II water distribution and wastewater collection certification as per Alberta Environment Legislation.
- j) **Heavy Equipment Technician:**
The general duties of this classification shall include, but not be limited to, work as a licensed journeyman Heavy Equipment Technician from the Province of Alberta or equivalent in providing service to all types of City equipment with focus on the maintenance and repair of large equipment such as graders, loaders, and fire trucks as required. Must be qualified to work in Alberta as a Heavy Equipment Technician. May be required to hold a Welding Certificate and may require additional certification of Automobile Master Key Licence and/or Motor Vehicle Inspection Station Licence. Classification requires a minimum of 3 years of related journeyman experience (i.e, Journeyman Automotive Service Technician) and may be expected to direct Apprentice Automotive Service Technician and/or other employees assigned. Must have a Class 3 Licence with Air Brake Endorsement and be capable of working with limited supervision in the day-to-day operation of the City mechanical servicing shop.
- k) **Automotive Service Technician Mechanic:**
The general duties of this classification shall include, but not be limited to, work as a licenced journeyman Automotive Service Technician in providing service to all types of City equipment. In consultation with other shop staff and supervisors, incumbent in this classification takes a lead role in planning the annual Preventative Maintenance schedule and implementing on a day-to-day basis. May be required to provide guidance and direction to Apprentice Mechanic. Experience required for position is equivalent to that as normally gained through the Apprenticeship program. Must have a Class 3 Licence with Air Brake Endorsement and be capable of working under general supervision and guidance as received from either Superintendent, Foreman or Heavy Equipment Technician.
- l) **Apprentice Automotive Service Technician:**
The general duties of this classification shall include, but not be limited to, working under the direction and guidance of the Heavy Equipment Technician and/or Automotive Service Technician, and performing work in the designated trade by applying knowledge, skills and practices of the trade. Required to comply with education and experience requirements as set out by Apprenticeship Board. Performs incidental janitorial and maintenance tasks. Must have a Class 5 Licence and may require a Class 3 Licence with Air Brake Endorsement.
- m) **Community Peace Officer:**

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

n) **Clerk I:**

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

o) **Clerk II:**

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

p) **Clerk III:**

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

q) **Accounting Clerk I:**

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

r) **Accounting Clerk II:**

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

s) **Accounting Clerk III:**

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

t) **Aquatics Foreman:**

The general duties of this classification shall include, but not be limited to, work such that individuals must be qualified as an Instructor/Guard supplemented by: Life Saving Society Instructor award and Pool Operator Level 2 Certificate. Responsibilities include: preparing cost sheets, time sheets and work schedules, and staff safety and training. Other responsibilities include supervising on a shift basis all pool employees, general pool operation, maintaining the operation of the pool to Department of Health standards, general administrative duties as assigned by the Aquatics Superintendent, relieves the Cashier/Receptionist during breaks and generally works on their own. This employee is directly responsible to the Aquatics Superintendent.

- u) **Instructor/Guard:**
The general duties of this classification shall include, but not be limited to, work such that individuals are required to have as minimum qualifications Water Safety Instructor, Standard First Aid/AEC and National Lifeguard. Employees are responsible for guarding, cleaning of facility water tests, daily maintenance, and instructing and work under general supervision. These employees may assist in mechanical operation and water balancing.
- v) **Instructor:**
To provide safety education in regards to any type of water, and provide programs in which patrons can learn how to swim and safety skills for water rescue. Specific areas of responsibilities will include: Instruct a variety of programs for swimmers of all ages and abilities, including the Red Cross programs. First Aid situations when necessary, good communication/customer service skills with patrons and staff. Make out progress report cards, talk with parents about children's progress on Parent's Day for lessons. Minor maintenance and cleaning of facility according to directions (e.g., using cleaning chemicals and solutions).
- w) **Aquafitness Instructor:**
To provide instruction for Aquafitness Instructor programs as well as completion of applicable program administrative duties such as: Lead group activities effectively. Instruct in basic stances, movements, techniques, rules, regulations, and safety precautions of an activity. Build confidence and help ensure clients' goals are met. Monitor progress of participants. Keep up-to-date on new techniques. Maintain a safe environment. Provide quality service. Perform related work as required.
- x) **Leadership Instructor:**
To provide instruction in one of the following;
 - Water Safety Instructor Training (W.S.I.T.)
 - National Lifeguard Service (N.L.S.I.)
 - Aquatic Emergency Care (A.E.C)As well, completion of applicable program administrative duties. Instruct in techniques, rules, regulations, and safety precautions of an activity. Build confidence and help ensure participant's goals are met. Monitor progress of participants. Keep up-to-date on new techniques. Maintain a safe environment. Provide quality service. Perform related work as required.
- y) **Life Saving Instructor:**
To provide instruction in certification programs as defines by the Life Saving Society. Completion of applicable program administrative duties. Instruct in techniques, rules, regulations, and safety precautions of an activity. Build confidence and help ensure participant's goals are met. Monitor progress of participants. Keep up-to-date on new techniques. Maintain a safe environment. Provide quality service. Perform related work as required.
- z) **Program Assistant:**

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

aa) **Custodial Foreman:**

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

ab) **Custodian:**

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

ac) **Cashier/Receptionist:**

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

ad) **Child Minding Attendant:**

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

ae) **Shell Theatre Lobby Bartender:**

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

af) **Facility Monitor:**

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

ag) Home Support Aide:

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

ARTICLE #29 - TERM OF AGREEMENT

- 29.01** This Collective Agreement shall be binding and remain in effect from the date of signing to December 31, 2009 and shall continue from year to year thereafter, unless either party gives the other party notice in writing at least sixty (60) calendar days prior to the termination date that it desires its termination or amendment.
- 29.02** Any changes deemed necessary in this Collective Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 29.03** Either party desiring to propose changes to this Agreement shall between the period of sixty (60) and one hundred and twenty (120) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within twenty (20) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.
- 29.04** Both parties shall adhere to the terms of this Agreement during the Collective bargaining. If negotiations extend beyond the termination of the Agreement, no contract language shall be deemed to be retroactive, however, monetary items may be, if so specified.
- 29.05** Should the Province of Alberta and/or the Government of Canada amend, change or delete the tax base of the City of Fort Saskatchewan in such a manner that it may adversely affect the members of the bargaining unit, the Employer will serve notice that the parties are required to meet within twenty (20) working days of such notice being served.

The Collective Agreement will be considered open and all monetary articles of the Collective Agreement may be subject to negotiations.

SCHEDULE "A" 2008 – Wage rates

Classification	2008	2008	2008	2008
	91%	94%	97%	100%
	<i>Step one</i>	<i>Step two</i>	<i>Step three</i>	<i>Step four</i>
Clerk I	17.17	17.74	18.30	18.87
Clerk II	19.68	20.33	20.98	21.63
Clerk III	20.64	21.32	22.00	22.68
Accounting Clerk I	20.62	21.30	21.98	22.66
Accounting Clerk II	22.25	22.98	23.72	24.45
Accounting Clerk III	23.91	24.69	25.48	26.27
Cashier/Receptionist	15.36	15.87	16.37	16.88
Program Assistant	14.41	14.88	15.36	15.83
Child Minding Attendant	13.34	13.78	14.22	14.66
Aquatic Foreman	23.97	24.76	25.55	26.34
Certified Aquafitness Instructor				34.82
Trained Aquafitness Instructor				25.32
Leadership Instructor				26.38
Life Saving Instructor				20.05
Instructor	14.42	14.90	15.37	15.85
Instructor/Guard	17.16	17.73	18.29	18.86
Community Peace Officer	26.96	27.85	28.74	29.63
Labourer I	14.43	14.91	15.38	15.86
Labourer II	16.63	17.18	17.73	18.28
Transfer Station Attendant	17.62	18.20	18.78	19.36
Heavy Equipment Technician	27.12	28.01	28.91	29.80
Automotive Service Technician	24.65	25.46	26.28	27.09
Apprentice Auto Services Tech.	21.42	22.13	22.83	23.54
Operator I	20.08	20.75	21.41	22.07
Operator II	21.57	22.28	22.99	23.70
Operator III	23.04	23.80	24.56	25.32
Utility Operator II	22.09	22.82	23.55	24.28
Utility Operator III	24.36	25.16	25.97	26.77
Custodial Foreman	20.12	20.78	21.45	22.11
Foreman, Parks and Arenas	28.33	29.26	30.20	31.13
Foreman, Roads and Utilities	28.80	29.75	30.70	31.65
Custodian	15.68	16.20	16.71	17.23
Home Support Aide	15.68	16.20	16.71	17.23
Facility Monitor	10.57	10.91	11.26	11.61
Bartender	10.57	10.91	11.26	11.61

Lead Hand Allowance

\$1.20 per hour

SCHEDULE "A" 2009 – Wage rates

Classification	2009	2009	2009	2009
	91%	94%	97%	100%
	Step one	Step two	Step three	Step four
Clerk I	17.95	18.54	19.13	19.72
Clerk II	20.57	21.24	21.92	22.60
Clerk III	21.57	22.28	22.99	23.70
Accounting Clerk I	21.55	22.26	22.97	23.68
Accounting Clerk II	23.25	24.02	24.78	25.55
Accounting Clerk III	24.98	25.80	26.63	27.45
Cashier/Receptionist	16.05	16.58	17.11	17.64
Program Assistant	15.05	15.55	16.04	16.54
Child Minding Attendant	13.94	14.40	14.86	15.32
Aquatic Foreman	25.05	25.88	26.70	27.53
Certified Aquafitness Instructor				36.39
Trained Aquafitness Instructor				26.46
Leadership Instructor				27.57
Life Saving Instructor				20.95
Instructor	15.07	15.57	16.06	16.56
Instructor/Guard	17.94	18.53	19.12	19.71
Community Peace Officer	28.17	29.10	30.03	30.96
Labourer I	15.08	15.58	16.07	16.57
Labourer II	17.38	17.95	18.53	19.10
Transfer Station Attendant	18.41	19.02	19.62	20.23
Heavy Equipment Technician	28.34	29.27	30.21	31.14
Automotive Service Technician	25.76	26.61	27.46	28.31
Apprentice Auto Services Tech.	22.39	23.12	23.86	24.60
Operator I	20.98	21.68	22.37	23.06
Operator II	22.54	23.28	24.03	24.77
Operator III	24.08	24.87	25.67	26.46
Utility Operator II	23.09	23.85	24.61	25.37
Utility Operator III	25.45	26.29	27.13	27.97
Custodial Foreman	21.02	21.71	22.41	23.10
Foreman, Parks and Arenas	29.60	30.58	31.55	32.53
Foreman, Roads and Utilities	30.09	31.09	32.08	33.07
Custodian	16.39	16.93	17.47	18.01
Home Support Aide	16.39	16.93	17.47	18.01
Facility Monitor	11.04	11.40	11.77	12.13
Bartender	11.04	11.40	11.77	12.13

Lead Hand Allowance

\$1.20 per hour

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

INSTRUCTOR

Minimum Qualifications:

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

INSTRUCTOR/GUARD

Minimum Qualifications (Basic Rate):

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

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

AQUAFITNESS INSTRUCTORS

Certified Aquafitness Instructor:

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

Trained Aquafitness Instructor:

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

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

SPECIALIZED INSTRUCTOR

Leadership Instructor:

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

Life Saving Instructor:

Instructor training and "current" certification from Life Saving Society.

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

REPORT CARDS

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

ADDITIONAL QUALIFICATIONS:

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