

COLLECTIVE AGREEMENT

BETWEEN



**THE CITY OF SPRUCE GROVE
(A MUNICIPAL CORPORATION)**

AND



**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION NO. 955**

January 1, 2016 to December 31, 2019

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PREAMBLE

This Collective Agreement

Between:

The City of Spruce Grove, a Municipal Corporation

(Hereinafter referred to as "the City")

OF THE FIRST PART

And-

The International Union of Operating Engineers, Local Union No. 955

(Hereinafter referred to as "the Union")

OF THE SECOND PART

The *Parties* agree as follows:

ARTICLE 1

TERM OF THE COLLECTIVE AGREEMENT

- 1.01 This Collective Agreement shall be in force and effective as of January 1, 2016 and shall continue in full force and effect until the 31st day of December 2019, and from year to year thereafter, except as hereinafter provided.
- 1.02 Either of the *Parties* hereto may serve notice to commence collective bargaining by notice in writing not less than sixty (60) days or more than one hundred twenty (120) days prior to the expiration date of this Collective Agreement.
- 1.03 If amendment to the expiring Collective Agreement is desired, the contents of the proposed amendments shall be transmitted in writing to the other Party at the first meeting and this Collective Agreement shall remain in force until the process of collective bargaining has been completed or the *Parties* hereto are in a *position* to request a strike vote or a lock out vote, as the case may be, in accordance with the provisions of the *Labour Relations Code*, whichever first occurs.
- 1.05 Changes in this Collective Agreement agreed upon by the *Parties* hereto, however, may be made at any time, provided that such changes are properly reduced in writing and executed by authorized representatives of the *Parties* to this Collective Agreement.
- 1.06 There shall be no illegal strikes or illegal sanctions taken by the *Union* or its members against the *City*, nor there any illegal lockouts or illegal sanctions taken by the *City* against the *Union* or its members during the life of this Collective Agreement.

- 1.07 The *Parties* will bear jointly the cost of providing a copy of this Collective Agreement to all *Employees*.

ARTICLE 2

DEFINITIONS

- 2.01 **Code:** Means the *Labour Relations Code* as amended periodically.
- 2.02 **Anniversary Date:** The date of commencement of the current period of continuous employment.
- 2.03 **Union:** “*Union*” when used in the Collective Agreement shall mean The International *Union* of Operating Engineers, Local *Union* No. 955.
- 2.04 **City:** Shall mean the *City* of Spruce Grove or where the context suggests, the *City Manager* or such *Employee* designated to carry out administrative duties in respect of the operation and management of the *City*.
- 2.05 **City Manager:** The words “*City Manager*” shall refer to the person appointed as the Chief Administrative Officer for the *City* of Spruce Grove or his designate.
- 2.06 **Parties:** Means The International *Union* Of Operating Engineers, Local *Union* No. 955 and the *City* of Spruce Grove.
- 2.07 **Classification:** The word “*Classification*” when used in this Collective Agreement shall mean a group of *positions* having sufficient similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used as depicted in Appendix I.
- 2.08 **Discipline:** Includes reprimands, suspensions, demotion, or dismissal taken against an *Employee*.
- 2.09 **Employee:** The word “*Employee*” when used in this Collective Agreement shall mean a person assigned to a *position* coming within the scope of this Collective Agreement.
- 2.10 **Employee Status**
- Permanent Full-Time Employee:** The words “*Permanent Full-Time Employee*” when used in this Collective Agreement shall mean an *Employee* who is regularly scheduled to work forty (40) hours per week on an ongoing basis (includes a compressed work week and shifts) and has successfully completed the required probationary period of the established *position*.
- Probationary Employee:** The words “*Probationary Employee*” when used in this Collective Agreement shall mean an *Employee* who is newly hired to fill a Permanent Full-time *position* and is serving a probationary period.
- Temporary Employee:** The words “*Temporary Employee*” when used in this Collective Agreement shall mean an *Employee* who is filling a non-permanent temporary *position*, within one (1) *classification*, for up to forty (40) hours per week, for a pre-determined period of time or a pre-determined task. If the term of

employment of a *Temporary Employee*, in the same *position* exceeds one (1) year from the *anniversary date* of *employee*, such *Employee* shall become a Permanent *Employee*. If a *Temporary Employee* is hired within thirty (30) calendar days for the same *position*, that *Temporary position* shall become a Permanent Full-Time *position*, unless mutually agreed by the *Union* and the *City*. To qualify for the base rate of pay, an *Employee* must have worked a minimum of five hundred and twenty (520) hours up to a maximum of six (6) months, whichever comes first. Accumulated hours can be carried forward for one (1) year.

Casual Employee: The words "*Casual Employee*" when used in this Collective Agreement shall mean an *Employee* who is hired to work on an as needed basis and who is not regularly scheduled.

Permanent Part-Time Employee: An *Employee* that is scheduled to work twenty (20) hours or more per week on an ongoing basis and has completed the required probationary period of the established *position*.

- 2.11 **Interpretation:** In this Collective Agreement, unless the contrary intention appears, words in the singular shall include the plural, words in the plural shall include singular, and words of masculine gender shall include the feminine.
- 2.12 **Position:** The word "*Position*" when used in this Collective Agreement shall mean a specific set of duties and conditions developed for the purposes of assignment to an incumbent.
- 2.13 **Promotion:** The word "*Promotion*" when used in this Collective Agreement shall mean the advancement of an *Employee* to a *position* paying higher wages than the *position* from which he came.
- 2.14 **Regular Day's Pay:** The words "*Regular Day's Pay*" when used in this Collective Agreement shall mean the regular amount of pay of an *Employee* for the regular hours of work or shift to which he is normally assigned.
- 2.15 **Regular Rate of Pay:** The words "*Regular Rate of Pay*" when used in this Collective Agreement shall mean the rate of pay assigned to an *Employee* as set out in the Schedule of Wages (Appendix I) attached to this Collective Agreement.
- 2.16 **Union Representative:** Means a person authorized by the *Union* to act on behalf of an *Employee* and includes *Union Officers*, *Stewards* and persons employed by the *Union*.
- 2.17 **Weekend:** The word "*Weekend*" when used in this Collective Agreement shall mean a consecutive Saturday and Sunday.
- 2.19 **Working Days:** The words "*Working Days*" when used in reference to the grievance procedure contained in this Collective Agreement shall mean consecutive days exclusive of Saturdays, Sundays and Statutory Holidays.
- 2.20 **Seniority:** *Seniority* shall mean length of service in the bargaining unit. (A year of service to mean 2080 hours.) There shall be one (1) bargaining unit wide *seniority* list covering all departments including future additions or expansions.

- 2.21 **Emergent Operational Issues:** These are unforeseen circumstances, events, or emergencies resulting in limited or no ability to schedule or plan for the necessary work.
- 2.22 **Critical Illness or Injury:** means an illness or accident that is immediately life threatening to an *Employee*. For the purposes of establishing *Critical Illness*, the *employee* is incapacitated and must remain in hospital or home supported by a statement from the attending physician.
- 2.23 **Serious Medical Condition:** a *family member* that has a *serious medical condition* with a significant risk of death within 26 weeks that is supported by a physician's certificate.
- 2.24 **Family Member:** An *Employee's* spouse, child, step-child, ward, parent, guardian, step-parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, niece or nephew.
- 2.25 **Immediate Family Member:** An *Employee's* spouse, child, step-child, ward, parent, guardian, step-parent, parent-in-law

ARTICLE 3

ACKNOWLEDGEMENT OF MANAGEMENT RIGHTS

- 3.01 The *Union* recognizes that it is the right of the *City* to exercise the usual and customary rights of management. Such managerial rights include the right of the *City* to manage its business, direct the work forces, make rules and regulations and the right to hire, suspend, discharge, *discipline*, lay-off, transfer, classify, promote or demote any *Employee*. Such management rights are subject to this Agreement. The question of whether any management rights are limited by this Agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 4

CLASSIFICATIONS

- 4.01 The establishment and maintenance of a *classification* plan shall be the responsibility of the *City*. The *City* may develop *classification* specifications in accordance with the *classification* plan and shall provide specifications to the *Union* as they become available.
- 4.02 If the *City* creates a new *classification* during the term of this Collective Agreement, the rate of pay shall be the subject of negotiation between the *City* and the *Union*. Negotiations shall continue for a maximum of one (1) month. If an agreement is not forthcoming, the *City* will set the rate of pay and the finalized rate will continue to be negotiated. If the *parties* are unable to agree on a rate of pay, such dispute may be grieved by the *Union* in accordance with the grievance and arbitration provisions of this Collective Agreement. Upon the final rate of pay being

determined, it will be effective on the employment commencement date within that *classification*.

- 4.03 Notwithstanding Clause 4.02, if the *City* creates a new *classification* during an open period, as specified in the *Labour Relations Code*, the *Parties* shall establish the rate of pay for such new *classification* as part of the negotiations for the establishment of a new Collective Agreement.
- 4.04 Where an *Employee* believes they are classified incorrectly, the *Employee* may file a grievance in accordance with the grievance and arbitration procedure.
- 4.05 If an *Employee* is reclassified by the *City* to a lower *classification* for non-disciplinary reasons, his salary will be red circled at the rate of the original *classification* for two (2) years.

ARTICLE 5

DISCIPLINE AND DEEMED RESIGNATION

The *City* may apply *discipline* to an *Employee* for just cause. *Discipline* must be appropriate to the cause and in accordance with the principles of progressive *discipline*. Copies of all warning notices or notices of discharge, suspension or other *discipline* shall be provided to the *Employee* and the *Union* Business Agent.

- 5.01 An *Employee* who is to be interviewed on a disciplinary measure has the right to have a Steward or representative present if he wishes and the *City* has the right to request a Steward present if they so wish.
- 5.02 An *Employee* may apply in writing to have their disciplinary record removed from their personnel file after eighteen (18) months have elapsed, provided an *Employee* has maintained a clear record with no disciplinary action for eighteen (18) months.
- 5.03 Deemed Resignation
- Under normal circumstances all *Employees* shall notify their immediate Supervisor on the day of absence. *Employees* absent for three (3) days without notifying their immediate Supervisor shall be considered to have resigned from their employment with the *City*.

ARTICLE 6

UNION RECOGNITION

- 6.01 The *City* recognizes The International *Union* of Operating Engineers, Local *Union* No. 955 as the sole and exclusive bargaining agent for the *Employees* of the *City* when employed as described in the Certificate of the Labour Relations Board No. 157 - 2004.

- 6.02 The *City* agrees that a duly accredited officer of the *Union*, or Business Agent, shall be admitted to the *City's* premises provided permission is obtained from the *City*. The following areas: Arena and Public Works shall have Job Stewards. The *Union* shall provide written notice as to their Business Agent and Job Stewards to the Human Resources Manager.
- 6.03 The *City* and the *Union* agree that there shall be no discrimination on the basis of race, religious beliefs, color, gender, sexual orientation, physical disability, mental disability, marital status, age, ancestry, place of origin, family status or source of income or by reason of his/her membership or activity in the *Union*.
- 6.04 No *Union* members shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Collective Agreement unless with the mutual written approval of both *Parties*.
- 6.05 Assistance of International *Union* of Operating Engineers, Local *Union* No. 955:

The members shall have the right to have the assistance of representatives of *Union* when dealing with or negotiating with the *City* on any matter contained in this Collective Agreement.
- 6.06 Correspondence

All correspondence between the *Parties* shall pass to and from the *City Manager* or designate and the Business Agent or designate unless the wording of a Clause or Article of the Collective Agreement provides for an alternate procedure.
- 6.07 Union Dues and Security

Any *Employee* who, as of the effective date of this Collective Agreement, is a member of the *Union* in good standing or who may become a member during the life of this Collective Agreement shall, as a condition of employment, continue such membership.

Any new *Employee* hired under the terms of this Collective Agreement shall, as a condition of employment, make application for membership in the *Union* within thirty (30) days.

The *City* agrees to deduct regular *Union* dues from the wages of all *Employees* covered by this Collective Agreement. Deductions shall be made monthly and forwarded to the *Union* by the 15th of the next month, together with a list of *Employees* (including address and *position*) from whom deductions have been made. The *Union* agrees to indemnify and save harmless the *City* against any claim, demand, action or liability arising out of the application of this Article. "Regular *Union* Dues" means the dues uniformly and regularly paid by all Bargaining Unit *Employees*, established by the *Union*.
- 6.08 Meeting Room Supplied

The *City* agrees to supply the *Union* with civic space to hold a monthly membership meeting, if required, at no cost to the Local, subject to availability and approval by the *City*.

ARTICLE 7

LABOUR MANAGEMENT COMMITTEE

- 7.01 A Labour Management Committee shall be established consisting of three (3) representatives of the *Union* and three (3) representatives of the *City*. The Committee shall enjoy the full support of both *Parties* in the interests of improved service to the public and improved relations between the *City* and *Employees*.
- 7.02 The Committee shall concern itself with the following general matters:
- (a) Considering constructive criticisms of all activities so that better relations shall exist between the *City* and the *Employees*;
 - (b) Improving and extending services to the public;
 - (c) Review and make recommendations related to the *City's* Staff Training Policy;
 - (d) Reviewing suggestions from *Employees*;
 - (e) Correcting conditions causing grievances and misunderstandings;
 - (f) Other matters of mutual interest that may arise from time to time.
- 7.03 The Committee shall meet at a mutually agreeable time and place. Members of the Committee shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.
- 7.04 A *City* and a *Union Representative* shall be designated as joint Chairperson and shall alternate in presiding over meetings.
- 7.05 Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairperson as promptly as possible after the close of the meeting. The *Union* and the *City* shall each receive a signed copy of the minutes.
- 7.06 The Committee shall not have any jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other Committee of the *Union* or of the *City* and does not have the power to bind either the *Union* or its members, or the *City* to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the *Union* and the *City* with respect to its discussions and conclusions.

ARTICLE 8

PARTICIPATION ON HEALTH AND SAFETY COMMITTEE

- 8.01 The *Union* shall be represented on the *City* of Spruce Grove Corporate Health and Safety Committee.
- 8.02 The *City* shall appoint up to three (3) members on the committee. The *City* will pay the costs of the wages for these *Employees* to meet.
- 8.03 The full Committee membership, responsibilities and meeting schedule shall be in accordance with *City* policy.

ARTICLE 9

HOURS OF WORK

- 9.01 *Employees* shall report for their regular hours of work or shift at the place directed by the person in charge and shall go to and from such place on their own time. An *Employee* required reporting to a different location during his regular hours of work or shift shall do so without any loss of pay. An *Employee* who is asked to report to work outside *City* limits shall be paid travel time at his normal rate of pay.
- 9.02 *Employees* who work regularly scheduled hours of work will received a one half (1/2) hour unpaid lunch break after four (4) hours or after five (5) hours or more for a compressed hours of work schedule. All breaks shall be taken at the site unless granted permission by their Supervisor to take the break off site. *Employees* and Supervisors may work out a schedule where there is no unpaid lunch break providing this is operationally feasible.
- 9.03 Should the *City* consider the introduction of a compressed work week or other work schedules for any of its *Employees*, the *City* shall discuss this with the *Employees* and inform the Job Steward and Business Agent with the *Union* prior to implementing such a compressed work week or other work schedule.
- 9.04 The *City* reserves the right to establish work schedules for *Employees* within the scope of this Collective Agreement. The *City* shall endeavour to post the winter schedule by late September or early October.
- 9.05 The *City* shall post and notify in writing effected *Employees* of changes to their regular hours of work or shift schedules seven (7) days in advance of implementation except where a change in regular hours of work or shift schedule is required because of *emergent operational issues* or weather conditions, then twenty four (24) hours of notice will suffice. If regular hours of work or shift change are implemented on shorter notice, except because of *emergent operational issues*, or weather conditions, the effected *Employee* shall receive overtime rate for the first scheduled regular hours of work or shift worked.

- 9.06 Regular hours of work and other work schedules for Permanent Full- Time *Employees* shall provide for every third (3rd) *weekend* off as a minimum. Where operationally feasible and when working a compressed work week, every effort will be made to schedule *Employees* in a manner where they have every second (2nd) *weekend* off. Shift schedules established by the *City* shall be based on operational requirements with a cooperative approach where there is a balance between the amount of days and nights worked by the *Employee* over the entire schedule.
- 9.07 *Employees* will normally be allowed two (2) fifteen (15) minute rest breaks during regular hours of work schedules. These breaks shall be taken at a time determined by the *Employee's* immediate Supervisor. The rest breaks shall be with pay and shall be taken at a location to be determined by the *Employee's* Supervisor.
- Employees* will normally be allowed two (2) twenty (20) minute rest breaks during regular compressed hours of work schedules. These breaks shall be taken at a time determined by the *Employee's* immediate Supervisor. The rest breaks shall be with pay and shall be taken at a location to be determined by the *Employee's* Supervisor.
- 9.08 No *Employee* shall exchange, substitute or change assigned schedules or any part thereof with another *Employee* without the prior written approval of their Supervisor. No substitution shall be approved between *Employees* of different *classifications*. Any *Employees* substituting for another shall be paid for the period of substitution at the rate of pay of the originally scheduled *Employee*. No overtime or other premium rates shall be incurred by the *City* as a result of the substitution.
- 9.09 If after working a scheduled or unscheduled shift of eight (8) or ten (10) hours plus an additional three (3) or more hours extended beyond their scheduled or unscheduled shift, the *Employee* will be eligible to be compensated for a meal allowance in accordance with *City* Policy rates on the submission of receipts.
- 9.10 *Employees* assigned to compressed work week shifts, in any operational area, of ten (10) hours per day shall receive ten (10) hours pay at regular rates. All breaks shall be taken at the site.
- 9.11 *Employees* shall be allowed to participate in *City* Wide Management Endorsed general staff meetings and business functions or events during regular hours of work with no loss of pay. When the required function is outside the regular hours of work, overtime will be paid at the applicable rate.

ARTICLE 10

COMPENSATION

- 10.01 Normal Wages
- The rates of pay as set out in Appendix I (Schedule of Wages) to this Collective Agreement shall apply during the term of this Collective Agreement. New *employees* may be hired at the rates up to and including the developmental rate, based on skills and qualifications in that *classification*.
- 10.02 *Employees* shall be paid bi-weekly on the Friday following the last Saturday worked.

10.03 Regular Hours of Work: The words "Regular Hours of Work" when used in this Collective Agreement shall mean eight and one-half (8.5) hours per day, less an unpaid lunch break of one-half (1/2) hour per day. All of these hours will be scheduled between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, and shall be considered regular hours of work, totaling forty (40) hours per *Employee* per week.

Regular Hours of Work for a Compressed Work Week Arrangement: The words "Regular Hours of Work for a Compressed Work Week Arrangement" when used in this Collective Agreement shall mean up to ten (10) hours per day. Compressed hours of work will be considered regular hours when scheduled between the hours of 7:00 a.m. and 5:30 p.m. based on eighty (80) hours per pay period.

10.04 Where an *Employee* is required to work hours in excess of eight (8) hours per day for regular scheduled hours of work, forty (40) hours per week, or in excess of ten (10) hours per day for regular scheduled compressed hours of work, or forty-four (44) hours per week/eighty (80) hours per pay period, such work shall qualify as overtime and the *Employee* shall be paid at two (2) times his *regular rate of pay* for all such hours worked .

10.05 Payment for overtime shall be calculated to the nearest quarter (1/4) hour.

10.06 An *Employee* whose duties require him to periodically work away from his normal place of employment and who is entitled to claim meals shall not be paid for the time spent taking meals.

10.07 *Employees* attending seminars, workshops, conferences, courses and like events whose attendance costs are paid for or subsidized by the *City* shall not be entitled to overtime.

10.08 *Employees* required to attend *City* scheduled staff meetings shall be paid in accordance with this Collective Agreement.

Premium Wages

10.09 Call-Out

All *Employees* shall be subject to call-out. An *Employee* called out for work outside of his regular hours of scheduled work shall be compensated at the overtime rate for the period of call-out with a minimum period of call-out of two (2) hours.

10.10 Reporting Pay

An *Employee* who reports for scheduled work shall be paid at his *regular rate of pay* for all hours worked to a minimum of three (3) hours.

10.11 Holiday Pay

An *Employee* required to work on a Statutory Holiday specified in this Collective Agreement for which he is eligible shall be paid two times (2X) his regular hourly rate of pay for each hour worked. The premium rates of pay specified in this Article shall apply to the Statutory Holidays specified in this Collective Agreement and shall be paid only to those *Employees* who worked on the actual designated day observed as the holiday.

10.12

Shift Differential

Employees who work a shift shall receive a shift differential of one dollar and thirty-five cents (\$1.35) per hour for each hour worked before 7.00 a.m. or after 5.00 p.m. Monday to Friday.

Weekend Differential

Employees who work a *weekend* shift shall receive a *weekend* shift differential of one dollar and thirty-five cents (\$1.35) per hour for each hour worked after 5.00 p.m. Friday and before 7.00 a.m. Monday.

Compressed hours of work will be considered regular hours when scheduled between the hours of 7:00 a.m. and 5:30 p.m. and the premium shall be applied for all hours outside of this window.

Overtime rates shall not apply to any premiums. (e.g. 2 X differential)

Payment of Premiums

Rate = Reg Hours of Work

Reg Hours > Window = Rate+ Shift Differential

OT = Reg Hours of Work X 2

OT > Window = (rate X 2) + Shift Differential

10.13

Standby

- (a) *Employees* required by the *City* to be on standby duty shall be paid at the rate of fifty-three dollars and thirty-two cents (\$53.32) per day for the following periods:

Saturday 8:00 A.M. to Sunday 8:00 A.M.
Sunday 8:00 A.M. to Monday 8:00 A.M. and
Statutory Holidays (24 Hour Standby)

- (b) Any weekday standby of fifteen and one-half (15.5) hours or less will be paid at a rate of thirty-four dollars and sixty six cents (\$34.66) per day:

Monday 4:30 P.M. to Tuesday 8:00 A.M.
Tuesday 4:30 P.M. to Wednesday 8:00 A.M.
Wednesday 4:30 P.M. to Thursday 8:00 A.M.
Thursday 4:30 P.M. to Friday 8:00 A.M.
Friday 4:30 P.M. to Saturday 8:00 A.M.

- (c) The payments made by the *City* to *Employees* under this Clause shall be in full compensation for the normal duties of an *Employee* on standby. If an *Employee* is called out while on standby he shall be paid in accordance with Clause 10.09, provided, that any second or subsequent call out within a two (2) hour period shall be considered a single call out.

- (d) *Employees* required to do routine checks in the Utilities department on non-scheduled work days (Saturdays, Sundays, Statutory Holidays) shall be compensated as follows:
 - i. Fifty dollars (\$50.00) for each Saturday or each Sunday.
 - ii. Seventy five dollars (\$75.00) for each Statutory Holiday as per Clause 11.01.

10.14

Job Relief

- (a) If an *Employee* is performing the duties of a *position* outside of the bargaining unit, he will receive the minimum rate for that *position* or his own rate, whichever is higher.
- (b) When an *Employee* is appointed by their Supervisor, to act in a capacity of that in a higher *classification*, the *Employee* will be required to carry out the duties of the *position* in the higher *classification* and will be paid for all the hours worked in an acting capacity at the base rate of the higher *classification*. Should an *Employee* be appointed as an acting Foreman they would be paid at the Probationary Rate of the Foreman *position*. An *Employee* in a Job Relief capacity may also be required to perform some of the duties of their regular *position*.

ARTICLE 11

STATUTORY HOLIDAYS

11.01

The following days shall be recognized as Statutory Holidays for the purpose of this Collective Agreement and *Employees* shall be entitled to the holidays specified, namely:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Christmas Float Holiday
Civic Holiday-1st Mon - Aug.)	

The *City* will recognize any future holidays that may be declared by *City Council*, and the Provincial or Federal Government.

11.02

A Permanent *Employee* is eligible for the Statutory Holidays from their first day of hire.

- (a) To be eligible for Statutory Holidays under Clause 11.01, a Permanent *Employee* must work, or be on an approved leave of absence, the scheduled day preceding and following the Statutory Holiday.

To be eligible for Statutory Holidays under Clause 11.01, a Temporary or *Casual Employee* must:

- (a) Be employed with the *City* for thirty (30) days during the immediately preceding twelve (12) months; and
- (b) Work, or be on an approved leave of absence, the scheduled day preceding and following the Statutory Holiday

11.03 For the purpose of Clause 11.02, the following are deemed to be “Approved Leave”:

- (a) Vacation
- (b) Compassionate Leave, Bereavement Leave, Mourners Leave, *Immediate Family Members* Leave
- (c) Illness or injury, accompanied by a medical certificate, if requested
- (d) Worker’s Compensation
- (e) Other leave approved by the *City* for a period of ten (10) *working days* or less

11.04 All *Employees* shall receive with pay the recognized Statutory Holidays for which they are eligible, or other days with pay in lieu of the Statutory Holiday, or pay in lieu of the Statutory Holiday.

11.05 The day for general observance of the Statutory Holiday shall be designated by the *City* and where an *Employee* is given a different day off in lieu of the Statutory Holiday, the day in lieu shall be chosen by mutual agreement between the *Employee* and the immediate Supervisor.

11.06 Subject to Clause 11.05, when a Statutory Holiday falls on an *Employee*’s scheduled day off, the *Employee* shall receive a different day off with pay at a time mutually agreed between the *Employee* and the immediate Supervisor.

11.07 If operationally feasible, the *City* will schedule five (5) days off in a row over Christmas for *Employees*.

ARTICLE 12

VACATIONS

12.01 A *Permanent Full-time Employee* shall earn vacation based on an accumulation factor as set out in the following table. A *Permanent Part-Time Employee* shall earn vacation based on a prorated accumulation factor as set out in the following table.

Years of Service	Accumulation Factor	Yearly Accumulation
1 st - 4 th Anniversary year	.58 / pay period	15.80 days (3 weeks)
5 th Anniversary year	.77 / pay period	20.02 days (4 weeks)
6 th Anniversary year	.77 / pay period	20.02 days
7 th Anniversary year	.77 / pay period	20.02 days
8 th Anniversary year	.77 / pay period	20.02 days
9 th Anniversary year	.77 / pay period	20.02 days
10 th Anniversary year	.96 / pay period	24.96 days (5 weeks)
11 th Anniversary year	.96 / pay period	24.96 days
12 th Anniversary year	.96 / pay period	24.96 days
13 th Anniversary year	.96 / pay period	24.96 days
14 th Anniversary year	.96 / pay period	24.96 days
15 th Anniversary year and any years thereafter	1.16 / pay period	30.16 days (6 weeks)

A *Permanent Employee's* vacation accrual rate shall be calculated according to the *Permanent Employee's anniversary date*.

12.02 If a recognized Statutory Holiday falls or is observed during an *Employee's* vacation period he shall be allowed an additional vacation day with pay immediately following his vacation period, or an additional paid vacation day on some other day if mutually agreed to between the *Employee* and their immediate Supervisor.

12.03 Vacation pay shall be at the *Permanent Employee's regular rate of pay*.

12.04 Vacation accrual calculation shall be determined by years of service based on the permanent full-time or permanent part-time *anniversary date* of the *employee*.

12.05 *Employees* who are separated from employment with the *City* shall receive payment for the vacation to which they are entitled in accordance with the terms of this Collective Agreement, or pursuant to the *Employment Standards Code*, whichever is greater.

(a) Upon *Employee's* termination all remaining vacation accruals will be paid on the pay period of the last day worked. Vacation time will not be granted after the last day worked.

12.06 The *City* will post a vacation planner/schedule for *Employees* to indicate their preferred vacation request for the upcoming twelve (12) months (May 1 to April 30). This will be posted in March of each year. *Employees* will submit any preferred vacation requests in writing to their immediate Supervisor by April 30th. A *Permanent Employee* shall have the right to choose their period of vacation according to

seniority, provided they submit their requests by April 30th. *Employees* can request unplanned vacation time after April 30th.

If, in the opinion of the immediate Supervisor the period of planned vacation leave chosen by a Permanent *Employee* conflicts or interferes with the efficient operation of the Department, the immediate Supervisor shall, on or before May 31, or within five (5) *working days* in the case of unplanned vacation, give the Permanent *Employee* notice of this and such Permanent *Employee* shall have the right to choose an alternative vacation period, and such alternate vacation period shall not be unreasonably denied.

- 12.07 A Permanent *Employee* shall be entitled to receive his vacation in an unbroken period except where his vacation entitlement is in excess of fifteen (15) *working days*. In such a case, the Permanent *Employee's* vacation entitlement may be taken in an unbroken period only with the approval of the immediate Supervisor.
- 12.08 A Permanent *Employee* who has been on leave of absence without pay for thirty (30) or more consecutive calendar days, except where the leave is for the purpose of attending a training course, shall, for the year in which the absence occurs, earn annual vacation with pay proportionate to the number of months that the Permanent *Employee* worked with pay in the service of the *City*.
- 12.09 If a Permanent *Employee* is incapacitated due to *critical illness or injury*, and is supported by a physician's statement, during the period of annual vacation leave, the Permanent *Employee* shall be granted sick leave for the period of illness and his annual vacation leave credits shall be restored to the extent of any corresponding sick leave granted, provided that it does not exceed the amount of vacation leave that the Permanent *Employee* had applied for before becoming ill.
- 12.10 All other Casual or *Temporary Employees* will receive pay in lieu of vacation entitlement, paid out each pay period, based on the following length of service: - 0 to 5 years of service - 4%, Over 5 years of service - 6% that is in accordance with the *Employment Standards Code*.
- 12.11 Vacation entitlement shall be allowed to accumulate and be carried forward from year to year at the request of the *Employee*, up to a maximum of one hundred percent (100%) of the *Employee's* vacation entitlement. Any excess vacation above one hundred percent (100%) of the entitlement will be paid out at year end. *Employees* may accrue more than one hundred percent (100%) for the purposes of extended vacation provided written permission is obtained from their Supervisor and approved by the *City Manager* based on the recommendation of the General Manager.

ARTICLE 13

LEAVES OF ABSENCE

13.01 **Without Pay**

The *City* may grant leave of absence without pay and without loss of *seniority* to any *Employee* requesting such leave for good and sufficient cause, such requests to be in writing through the immediate Supervisor and approved by the Manager or designate.

13.02 An *Employee* engaged in other employment for gain without the express written consent of the Department Manager while on leave of absence (including short and long term disability) shall be deemed to have automatically resigned his *position* with the *City*.

13.03 *Employees* unavailable for periods longer than two (2) consecutive weeks shall be required to apply, in writing for a leave of absence.

With Pay

13.04 The *City* shall grant, subject to operational requirements, time off without loss of regular pay for a grievor and/or a Steward during the regular hours of work for time spent meeting with the *City* to discuss a complaint or grievance. The *Employee* shall first obtain permission from his immediate Supervisor before leaving his work site, and shall report to his Supervisor upon returning to his work site.

13.05 **To Write an Examination**

Special leave, with pay, up to a maximum of one (1) day per subject may be granted to a *Permanent Full-time Employee* to take a written examination for an Employer approved course at an accredited school or other course, provided the *Employee* has demonstrated that the examination to be written relates to a course study which is directly related to the *Employee's* duties and will improve his qualifications and abilities to perform those duties.

13.06 **Bereavement Leave**

Temporary leave of absence with pay for a *Permanent Employee* and without pay for a *Casual* or *Temporary Employee* shall be granted by the immediate Supervisor as required up to a maximum of forty (40) hours because of a *serious medical condition* or death of a *Family Member*.

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

B) Compassionate Care Leave: In the event of a *serious medical condition* of the *employee's Family Member*, an *employee* may request a leave without pay for up to eight (8) weeks. Two (2) weeks written notice must be given to take the leave supported with a certificate from a physician stating that the *family member* has a *serious medical condition* with a significant risk of death within twenty six (26) weeks. Except in emergency circumstances where two (2) week notice is not possible.

C) **Mourner's Leave:** The *City* will grant up to four (4) hours to Permanent *Employees* to attend a funeral of a close associate not listed as a *Family Member*. At least forty-eight (48) hours of notice in writing is to be provided to the Supervisor.

The *City* will grant up to one (1) day to allow for the attendance at the funeral of an aunt, uncle.

D) Due to exceptional circumstances, other leaves of absence with or without pay may be granted and approved by the *City Manager* based on the recommendation from the General Manager.

13.07 Other compassionate leave of absence with pay due to exceptional circumstances may be granted at the sole discretion of the *City Manager*.

13.08 Maternity Leave/Paternity Leave

The maternity leave Clause shall reflect the standards set out in the *Employment Standards Code*:

- Birth mothers are able to take fifty-two (52) weeks away from their *positions* made up of fifteen (15) weeks of maternity leave and thirty-seven (37) weeks of parental leave.
- Fathers and/or adoptive parents will also be eligible for thirty-seven (37) weeks of parental leave.
- The thirty-seven (37) weeks of parental leave may be taken by either parent, or shared between them, but cannot exceed thirty-seven (37) weeks.

Employees must meet the following requirements if going on maternity leave:

- You must have worked for the *City* of Spruce Grove for fifty-two (52) continuous weeks to be eligible for maternity and/or paternal leave.
- You must give the *City* at least six (6) weeks written notice to start maternity or parental leave, unless there are medical reasons or circumstances related to adoption that prevent you from doing this.
- You must give the *City* at least four (4) weeks written notice that you are returning to work or that you want to change your return date.
- If you are a birth mother taking both maternity and parental leave you only have to give written notice once.

13.09 Sick leave and/or weekly indemnity as per policy will be paid to the staff member for the health related portion of their maternity leave provided:

- Satisfactory medical evidence is provided confirming the validity of the health related reason for absence and;
- The staff member has applied for and is in receipt of employment insurance benefits or;
- The staff member is serving the two (2) week employment insurance waiting period or;

- The staff member has insufficient weeks of insurable earnings to qualify for employment insurance benefits.
- The maximum number of weeks' sick leave and/or weekly indemnity can be accessed to supplement employment insurance earnings is seventeen (17) weeks.

13.10 A temporary Leave of Absence with pay for three (3) days will be provided for the birth of, or adoption of a child.

13.11 Union Business

All time off without pay for *Union* business shall be considered providing the *Employee's* written request is made five (5) days in advance of the date the time off is required. Consideration will be given to relax the five (5) days of notice for situations involving collective bargaining, mediation, or emergency meetings.

13.12 To facilitate the administration of Clause 13.10 of this Article, the Employer will grant the leave of absence with pay and invoice the *Union* for the *Employee's* salary and applicable allowances, or the replacement salary cost, whichever is greater, which the *Union* shall promptly pay.

ARTICLE 14

SICK LEAVE FOR PERMANENT EMPLOYEES

14.01 When used in this Article, the word "disability" shall mean the inability of a Permanent *Employee* to perform the regular duties of his *position* by reason of non-compensable physical illness or injury.

14.02 Permanent *employees* shall accumulate sick leave credits on the basis of 0.70 hours per pay period or up to one hundred and forty-five (145) hours of sick leave credit accrued in a year. The Permanent *Employee* may accumulate to a maximum of six hundred and eighty (680) hours. Permanent Part-Time *Employees* sick credits will be calculated on a prorated basis.

Employees who have accumulated beyond six hundred and eighty (680) hours will not accumulate any additional sick leave until such time they have less than the maximum of six hundred and eighty (680) hours.

14.03 When a Permanent *Employee* is prevented from performing his or her duties for the *City* by reason of non-occupational injury or illness, that employee shall be paid at his or her *regular rate of pay* for each day of such disability. Also, his or her sick leave credit will be reduced by an amount equal to the number of hours. For days not in attendance at work which are in excess of his or her sick leave credit he or she shall not receive any further sick leave payment.

14.04 Accruals of sick leave credits will cease and be frozen, should a staff member be away, for any reason, for a period of one hundred and twenty (120) calendar days or more.

14.05 Medical Appointments for Employees

All Permanent *Employees* may request a maximum of two (2) hours working time off on a regular workday for medical appointments. There is a maximum of sixteen (16) hours annually. Anything more than the maximum will be taken as sick time. Requests to be approved by the Supervisor, such time off shall not be unreasonably denied.

14.06 An *Employee* must contact (either by phone or email) their immediate Supervisor prior to the start of their shift to claim any sick leave. A medical certificate may be requested at the time of contact to substantiate any absence. Where the disability is for three (3) days or longer, the *Employee* shall supply such medical certificate to the immediate Supervisor

14.07 Upon request, the *City* shall advise each Permanent *Employee* in writing of the amount of sick leave entitlement accrued to his credit.

14.08 Sick leave credits can be utilized for:

- (a) Incapacitation due to serious illness, injury while on vacation, supported by a doctor's statement;
- (b) Dental/medical appointments for *Employees* exceeding two (2) hours;
- (c) Medical appointments for spouse and children.

14.09 Sick leave credits will be utilized prior to use of any other benefit plan. If a Permanent *Employee* is unable to work and used all sick credits they may utilize weekly indemnity if they have been employed with the *City* in a permanent *position* for one (1) year or greater. Long-term disability will be accessed if a sick leave extends eighty five (85) calendar days or more.

14.10 **Immediate Family Member Leave:** Up to twenty-four (24) hours of sick time accrual may be granted annually for illness of *immediate family members*. These hours would be allowed to attend to sick children or other *immediate family members*.

Should *Immediate Family Member Leave* credits be exhausted, vacation accrual or leave without pay will be applied.

14.11 **Modified Return to Work Program:** Modified return to work schedules are generally assigned to day shifts and seven (7) calendar days of notice is not required when an *employee* is unable to perform their normal duties because of non-occupational illness or injury or WCB. *Employees* on modified duties will receive their *regular rate of pay* as per the Collective Agreement and will not receive any WCB wage supplementation. All modified return to work duties and hours will be supported by medical documentation. The *Union* and the Employer recognize that each case must be assessed on the needs of the Employer and the *Employee* and will be "without prejudice".

ARTICLE 15

BENEFIT PLANS

15.01 Enrollment in the benefit plans provided by the *City* shall be compulsory for all Permanent *Employees*.

15.02 In addition to the Canada Pension Plan, every Permanent *Employee* required to do so by the Local Authority Pension Plan Regulations shall join and the Permanent *Employee* and the *City* shall make contributions to such Plan in accordance with the provisions of the Plan. Subject to any of the provisions of the Plan to the contrary, when a Permanent *Employee* is on Long Term Disability benefits, the Permanent *Employee* and the *City* shall continue to make premium payments to the Pension Plan.

The Employer shall provide a supplemental pension plan in the form of a Registered Retired Savings Plan (RRSP) or a Tax Free Savings Account Plan for *Employees* which participation is voluntary. Effective on the *Employee's* date of enrollment, a regular *Employee* shall have the right to contribute up to two percent (2%) of his or her regular annual earnings into the RRSP or Tax Free Savings Account Plan. The Employer shall match the *Employee's* contributions into the RRSP or Tax Free Savings Account Plan. *Guidelines for eligibility of new employees will be matched to LAPP eligibility.*

15.03 The following benefits will be provided for *Permanent Full-Time employees*:

- (a) Weekly Indemnity
- (b) Long Term Disability
- (c) Basic Extended Health Care
- (d) Basic Vision Care
- (e) Dental
- (f) Alberta Health Care
- (g) Group Life Insurance
- (h) *Employee* and Family Assistance Program

15.04 The *City* will pay the full premium cost of the benefits listed in Clause 15.03 up to the maximum level set by *City* Council. Should there be any changes to the benefits program, either an increase or decrease, this would require negotiations between the *City* and the *Union*.

15.05 The following benefits will be provided for Permanent Part-Time *Employees*: *Employees* will be eligible to participate in the benefit plan at a fifty percent (50%) cost share of premiums:

- (a) Weekly Indemnity
- (b) Basic Extended Health Care
- (c) Basic Vision Care
- (d) Dental
- (e) Flat rate Group Life Insurance
- (f) *Employee* and Family Assistance Program

ARTICLE 16

SENIORITY

- 16.01 *Seniority* shall operate on a bargaining unit wide basis. *Temporary Employees* shall not be eligible to earn *seniority*. *Seniority* shall commence with the first day of Permanent employment. When an *Employee* becomes eligible to earn *seniority*, their length of service shall determine their *seniority*.
- 16.02 A temporary transfer outside the bargaining unit for a period of less than twelve (12) months shall not affect the *seniority* standing of such *Employee*.
- 16.03 An *Employee* shall not lose *seniority* if he is absent from work due to sickness, accident or leave of absence approved by the *City*.
- 16.04 An *Employee* shall lose his *seniority* in the event:
- (a) The *Employee* is discharged and is not reinstated
 - (b) The *Employee* resigns
 - (c) The *Employee* is laid off and fails to report for work within five (5) days after being notified in writing by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the *Employee* to keep the *City* informed of his current address
 - (d) The *Employee* is laid off for a period of longer than six (6) months.
- 16.05 The *City* shall provide to the *Union* Business Agent and the Job Stewards an updated *seniority* list of all *Employees* in the bargaining unit by January 15th of every year. The Job Stewards are responsible to post the *seniority* lists within the appropriate work sites.

ARTICLE 17

STATUS OF EMPLOYMENT

- 17.01 The normal probationary period for new *Employees* including those engaged in permanently established *positions*, shall be five hundred and twenty (520) hours worked up to a maximum of six (6) months, whichever comes first. The *City* reserves the right, where warranted by special circumstances, to extend this period a further five hundred and twenty (520) hours worked up to a maximum of six (6) months, whichever comes first. Where it is proposed to extend this probationary period, the *City* shall notify the *Union*.
- 17.02 The *City* may terminate *Employees* during the probationary period without recourse to arbitration under the grievance procedure. The decision of the *City Manager* shall be final and binding.
- 17.03 On a regular basis, the *Union* shall be notified of all appointments, hiring's, lay-offs, transfers, recalls and terminations within the bargaining unit.
- The *City* will provide new *Employees* at the time of their sign on with appropriate orientation materials and information, including information provided by the *Union* regarding the role of the *Union*.

ARTICLE 18

POSTING PROCEDURE

- 18.01 Any vacancy or newly created *position* within the jurisdiction of the *Union* which is required by the *City* to be filled shall be posted immediately and shall remain posted for a period of ten (10) *working days* in all departments having jobs coming within the jurisdiction of the *Union*.
- 18.02 All job postings shall contain at least the following information: nature of the *position*, qualifications, required knowledge and education, skills, shift and wage rate.
- 18.03 The *City* shall determine whether an *Employee* who has applied for a vacant *position* is qualified. If the *City* deems two (2) or more *Employees'* qualifications and abilities to be relatively equal, the *Employee* with the most *seniority* shall be appointed to the vacant *position* if the *City* decides to fill the *position*. If all qualifications and abilities are relatively equal, staff currently employed with the *City* will be given preference over outside applicants.
- 18.04 Where conditions of the service indicate that the *position* is required to be filled immediately, a temporary appointment may be made for the duration of the posting procedure.
- 18.05 A copy of all postings shall be sent to the *Union* as soon as the vacant *position* is posted.
- 18.06 Upon completion of the selection process, the *City* shall notify the *Union* and each unsuccessful applicant within their jurisdiction, of the name of the successful applicant.
- 18.07 Notwithstanding the provisions of this Article appointments may be made by mutual agreement in writing between the *Union* and the *City*.

ARTICLE 19

PROMOTIONS

- 19.01 *Promotions* shall be made on the basis of qualifications and abilities and the *City* shall determine whether an *Employee* who has applied for a vacant *position* is qualified. If the *City* deems two (2) or more *Employees'* qualifications and abilities to be relatively equal, the *Employee* with the most *seniority* shall be appointed to the vacant *position* if the *City* decides to fill the *position*.
- 19.02 An *Employee* who has been selected for *promotion* shall have a trial period of three (3) months and/or five hundred and twenty (520) hours up to a maximum of six (6) months. During the trial period an *Employee* may elect to revert to his former *position* or may be reverted by the *City*. The decision of the *City Manager* shall be final and binding without recourse to arbitration under the grievance procedure.

ARTICLE 20

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILE

- 20.01 When a formal assessment of an *Employee's* performance is made, the *Employee* and his Supervisor shall jointly review the assessment and the *Employee* concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that the contents have been read and understood. The *Employee* shall have the right to have placed on his personnel file, in written form, any comments he may have related to his performance appraisal.
- 20.02 Upon request of an *Employee*, the personnel file of that *Employee* shall be made available for examination in the presence of an authorized representative of the *City*.
- 20.03 *Employee* performance evaluations shall be grievable.

ARTICLE 21

LAYOFFS AND RECALLS

- 21.01 In the event of any staff reduction by the *City*, *Employees* within each affected *classification* shall be laid off in the reverse order of *seniority* provided that the remaining *Employees* have the abilities and qualifications to immediately perform in the *positions* available. The *City* and *Union* agree to meet and work out the administrative procedures and sequence of layoffs. Recalls are null and void after six (6) months.
- 21.02 In the event of the layoff of a *Permanent Full-time Employee*, such *Employee* shall be given fifteen (15) days of notice of layoff or pay in lieu of such notice where the layoff is caused by circumstances beyond the control of the *City*. Other *Employees* shall not be entitled to notice of layoff.
- 21.03 No new *Employee* shall be hired within a *classification* until those laid off have been given an opportunity of recall pursuant to Clause 21.05.
- 21.04 An *Employee* shall give the *City* fifteen (15) days of notice of termination of employment if he wishes to resign in good standing.
- 21.05 *Employees* shall be recalled in order of their *seniority* within their *classification*, provided they are fully qualified to perform the available work. Recall notice shall be by registered mail to the *Employee's* last address on record with the *City*. It is the responsibility of each *Employee* to notify the *City* promptly in writing of any change in address. When recalled, an *Employee* who fails to report to work within fifteen (15) days of the date of recall notice shall forfeit his claim to re-employment.
- 21.06 Notwithstanding Clause 21.05 should all *Employees* eligible for recall in any *classification* fail to report, the *City* may offer the available *position* to an *Employee* who has been laid off in a higher *classification* on the basis of *seniority* provided that, in the sole opinion of the *City*, they are qualified to perform the available work. The

Employee accepting such an offer shall not sacrifice their recall *seniority* within their original *classification*.

21.07

After the six (6) month recall period, a *Permanent Full-time Employee* shall be eligible for a severance allowance at their *regular rate of pay* at the time of lay-off according to the attached schedule. Severance allowance for Permanent Part-Time *Employees* will be prorated based on Full-Time equivalent. An *Employee*, at any time during their six (6) month recall period, may elect to give up their recall rights and receive the severance allowance.

Schedule – Severance Allowance

Full Years of Employment	Weeks of Pay
1	2
2	4
3	6
4	8
5	10
6	12
7	14
8	16
9	18
10	20
11	22
12	24
13	26
14	28
15	30
16	32
17	34
18	36
19	38
20	40
20+	40

This *City* will continue to pay for benefits, after the notice procedure timeframe, in accordance with the following schedule:

- *Employees* with five (5) or less years of service – one (1) month
- *Employees* with five (5) plus years of service – two (2) months

21.08

A Farewell Recognition Award will be provided for a Permanent *employee* as per *City* policy.

ARTICLE 22

GRIEVANCE PROCEDURE

Every effort shall be made to settle grievances fairly and promptly in the manner hereinafter described.

22.01 The word "Grievance" when used in this Collective Agreement shall mean any difference concerning the *interpretation*, application, operation or alleged violation of this Collective Agreement, including any question as to whether the difference is arbitral.

22.02 Grievances shall be of the following types, namely:

- (a) Individual grievances: Grievances relating to or affecting the rights of a specific *Employee*;
- (b) Group grievances: Grievances affecting a group of *Employees* where all affected *Employees* are grieving the identical issue. A group grievance may be initiated on a single grievance form, but a group grievance shall only be applicable to those *Employees* who sign the grievance form;
- (c) Policy grievances: Grievances which cannot be made a grievance of an individual *Employee* or group of *Employees* and must be initiated by the *Union*.

22.03 The purpose of the grievance provisions are to ensure that any grievance is processed in an expeditious manner, therefore, compliance with the provisions is mandatory. If the *City* fails to comply with the provisions, the grievance may be processed to the next stage by the grievor. Where there is a failure by an *Employee* or the *Union* to follow the grievance procedure, including a failure to comply with any of the time limits prescribed in the grievance procedure, the grievance shall be deemed to have been withdrawn and abandoned. An abandoned grievance will not prejudice an *Employee's* right to submit a subsequent grievance should a similar incident occur at a subsequent date.

22.04 To be accepted at any step in the grievance procedure, the grievance shall be in writing and must include a statement of the following:

- The name(s) of the grievor;
- The nature of the grievance and details of the grievance;
- The remedy requested, and
- The Article(s) where the Collective Agreement is claimed to have been violated.

22.05 When the postal service is used in the processing of a grievance, any correspondence shall be by registered mail. When registered mail is used, the correspondence shall be deemed to have been submitted on the day on which it was registered. Grievances may also be submitted by hand, fax or through e-mail.

22.06 Time limits within the grievance procedure may be extended by mutual agreement in writing between the *City* and the *Union*.

22.07 The *City* shall supply at no cost the civic facilities for the Grievance Hearing.

22.08 GENERAL GRIEVANCE PROCEDURES

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

An *Employee* who believes that they have a problem arising out of the *interpretation*, application, administration or alleged violation of the Collective Agreement, shall first discuss the matter with their immediate Supervisor within five (5) week days of the date they first became aware of, or reasonably should have become aware of, the occurrence. This process shall be initiated by verbal or written communication and concluded in the same manner. The *Employee* shall have the right to be accompanied by the Job Steward or Business Agent while discussing the matter with the immediate Supervisor. A sincere attempt shall be made by both *parties* through discussion to resolve the problem at this level. The Immediate Supervisor shall advise the *Employee* of the decision within five (5) weekdays of the date when the matter was first discussed. In the event that it is not resolved satisfactorily within five (5) weekdays of its being discussed with the immediate Supervisor, it will be advanced in accordance with the steps outlined in the grievance process.

STEP 1:

The Grievor/*Union* will present the grievance in writing to the next level of Supervisor i.e. Director of Public Works or Director of FCSS and Recreation within fifteen (15) calendar days from receipt of the Supervisor's written response. The grievance hearing shall take place, with the decision of the Director of Public Works or Director of FCSS and Recreation being rendered in writing within fifteen (15) calendar days from receipt of the grievance. The Grievance hearing includes the Grievor, Immediate Supervisor, next level of Supervisor, HR representative, Business Agent and or Job Steward if the Grievor so wishes.

STEP 2:

The Grievor/*Union* will present the grievance in writing to the Department Head and/or Designate within fifteen (15) calendar days from the receipt of the Supervisor's written response. The Grievance Hearing shall take place, with the decision of the Department Head being rendered in writing within fifteen (15) calendar days from the receipt of the grievance. The Grievance Hearing includes the Grievor, Immediate Supervisor and *Union Representative* or Shop Steward if the Grievor so wishes.

STEP 3:

Failing settlement at Step 2, and within fifteen (15) calendar days after receipt of the written response from the Department Head, the grievance may be submitted in writing to the *City Manager*. The Grievance Hearing shall take place, with the decision of the *City Manager* being rendered in writing within fifteen (15) calendar days from the receipt of the grievance. The Grievance Hearing includes the Grievor, Immediate Supervisor and *Union Representative* or Shop Steward if the Grievor so wishes.

The *City* and the *Union*, by mutual agreement, may enter into the ALTERNATIVE DISPUTE RESOLUTION PROCESS as part of the grievance procedure.

STEP 4: ARBITRATION

- 1) Within fifteen (15) calendar days of receiving the decision of the *City Manager*, the Grievor and the *Union* will notify the *City* in writing of its desire to submit the grievance to arbitration and the notice shall contain the name and address of the *Union's* appointee to the Arbitration Board.
- 2) Within fifteen (15) calendar days of receiving the *Union's* notice and the name of their appointee, the *City* shall provide the *Union* with the name and address of their appointee to the Arbitration Board.
- 3) Within fifteen (15) calendar days of the *City's* notice to the *Union*, the two (2) appointees shall agree upon a qualified person to act as Chairperson.
- 4) If the *City* fails to appoint its nominee within the time limits specified, or if the two (2) nominees fail to agree upon a Chairperson within fifteen (15) calendar days of their appointment, the required appointment shall be made by the Minister of Labour upon the request of either Party.
- 5) The time limits specified in Clause 22.08 (4) may be extended by consent of the *Parties*.
- 6) As an alternate procedure to a three (3) member Arbitration Board as specified in Clause 22.08 (4), the *Union* and the *City* may mutually agree to the appointment of a single arbitrator.
- 7) The Arbitration Board shall hear and determine the grievance and shall issue an award in writing and its decision is final and binding upon the *City* and the *Union* and upon any *Employee* affected by it. The decision of the majority is the award of the Arbitration Board, but if there is not majority, the decision of the Chairperson governs and it is then deemed to be the award of the Board. It is recommended that the decision of the Chairperson be provided within ninety (90) calendar days from the hearing.
- 8) Each Party to the Arbitration shall bear the expense of its respective nominee to the Arbitration Board and the two (2) *Parties* shall bear equally the expenses of the Chairperson.
- 9) The Arbitration Board, by its decision, shall not alter, amend or change any of the terms of this Collective Agreement.

22.09

POLICY GRIEVANCE:

- 1) A policy grievance must be initiated in writing by the *Union* with the *City Manager* within fifteen (15) calendar days from the time of the incident which gives rise to the grievance. The policy grievance shall specify the full particulars of the grievance and the remedy requested.
- 2) The *City Manager* upon receiving a policy grievance shall hold a hearing with the Business Agent within fifteen (15) calendar days of the date that the *City Manager* received the grievance. The *City Manager* shall then provide a written decision to the *Union* within fifteen (15) calendar days from the date of the Grievance Hearing.
- 3) If the decision of the *City Manager* or Designate does not settle the grievance, the *Union* may refer the grievance to Arbitration as provided for in this Collective Agreement, within fifteen (15) calendar days of the date of the written decision of the *City Manager*.

ARTICLE 23

PERSONAL PROTECTIVE CLOTHING REQUIREMENTS

- 23.01 All *Employees* are responsible for the purchase and use of task appropriate safety clothing.
- 23.02 *Employees* are responsible for the cleanliness, maintenance, and safekeeping of safety clothing and personal protective equipment used for completing *City* work.
- 23.03 All new *employees* will initially report to work with new or good condition CSA compliant work boots with a six (6) inch upper purchased at their expense.
- 23.04 The *City* will budget an annual monetary allotment (Appendix 1) for individual Permanent *Employees* to assist with the purchase of safety clothing, safety footwear, and personal protective equipment. *Employees* are responsible to manage their use of annual allotment amounts throughout the year and are responsible for any expenses incurred beyond their individual allotment within a calendar year.
- 23.05 Section Supervisors will provide a list of approved specified safety clothing to be worn by their Permanent *Employees*. Items ordered from the list will become the property of the *Employee* and will be worn while completing *City* work. The expense will be deducted from the *Employee's* individual annual allotment.
- 23.06 Non-specific items (Appendix 2) are eligible for reimbursement of up to one hundred percent (100%) of cost upon submission of original receipt(s) by Permanent *Employees*. The expense will be deducted from the *Employee's* annual allotment balance as incurred, but receipts must be dated for the current allotment period and cannot be brought forward from the previous year.

- 23.07 The full amount of individual annual allotments will be available on the start date for new Permanent *Employees*. All clothing or equipment purchased from individual allotments for new *Employees* will remain the property of the *City* until the new *Employee* completes their first twelve (12) continuous months of employment and shall be returned to the *City* if employment is terminated in this period.
- 23.08 Any unused portion of an annual allotment not utilized by December 31 of any year remains with the *City* and does not carry over into the subsequent year. Funds from unused allotments may be used by the Supervisor to provide for staff needs in a special circumstance.
- 23.09 Section Supervisors will provide *Temporary Employees* with safety clothing and personal protective equipment required to complete their assigned tasks. The ownership of supplied safety clothing and personal protective equipment will remain with the *City* and is to be returned to the *City* at the end of the *Employee's* term.
- 23.10 Specialized safety clothing or personal protective equipment (Appendix 3) will be purchased and maintained by the *City* for *Employee* use as determined by the section Supervisor. The ownership of specialized clothing or equipment will remain with the *City*.
- 23.11 The Fleet Supervisor will provide coveralls for use by fleet mechanics through a lease or rental arrangement with a uniform and apparel provider. Costs incurred for this service will be deducted from individual *Employee's* annual allotments outlined in Appendix 1.

APPENDIX 1

MAXIMUM ANNUAL EMPLOYEE ALLOTMENTS

	WORK GROUP					
	Roads	Utilities	Parks	Assets Maint.	Assets Fleet	Recreation Facilities
Permanent full-time employees	\$1100	\$1100	\$1100	\$1100	\$1100	\$850
Permanent part-time employees	\$550	\$550	\$550	\$550	\$550	\$425

APPENDIX 2

NON-SPECIFIC ITEMS FOR REIMBURSEMENT FROM ANNUAL EMPLOYEE ALLOTMENTS

	WORK GROUP					
	Roads	Utilities	Parks	Assets Maint.	Assets Fleet	Recreation Facilities
Work boots (summer, min. 6" upper, CSA standard)	√	√	√	√	√	√
Work boots (winter, min. 6" upper, CSA standard)	√	√	√		√	√
Works boots (rubber, CSA standard)	√	√	√			
Work boots (rubber, thigh-high, CSA standard)	√	√	√			
Work gloves (winter, summer, rubber)	√	√	√	√	√	√
Work gloves (anti-vibration)	√	√	√	√	√	
Work gloves (welding)				√	√	
Booties		√				
Toque	√	√	√	√	√	√
Balaclava/ neck warmers	√	√	√	√	√	√
Safety glasses	√	√	√		√	√
Ice cleats	√	√	√			√
Custom molded ear plugs	√	√	√	√	√	√
Sun shade hat	√	√	√			
Hard hat (Type 2 CSA standard)	√	√	√	√	√	
Prescription safety glasses	√	√	√	√	√	√

APPENDIX 3

SPECIALIZED PROTECTIVE CLOTHING OR EQUIPMENT

Chainsaw pants
Disposable coveralls
Full face screens or visors
Disposable ear plugs
Earmuffs
Dust masks
Flagger coveralls
Steel-mesh blade handling gloves

ARTICLE 24

TOOL ALLOWANCE

24.01 The *City* shall reimburse the following annual amounts, upon submission of receipts

2016	2017	2018	2019
3%	3%	3%	3%
\$675.31	\$695.57	\$716.44	\$737.93

A Tool Allowance reimbursement will be for the following *classifications*:

- (a) Heavy Equipment Technician
- (b) Automotive Service Technician

ARTICLE 25

TRAINING

25.01 The *City* and the *Union* shall cooperate in the establishment and maintenance of training programs to meet the operational requirements of the *City* and to ensure a high level of performance by the *Employees*.

25.02 *Employees*, with prior approval, shall be allowed to participate in training and staff development programs, to enable them to improve their job performance and to apply for vacancies in a higher or different job *classification*.

25.03 Travel and subsistence for approved training will be paid for in accordance with the *City* policies.

25.04 In the event that there is a need for recertification or change in qualifications required by the *City* or Provincial Government, the Employer will reimburse the full costs to the *Employee* to obtain the required standards.

APPENDIX 4

HOURLY RATES

Hourly rates	2.00%	2.25%	2.50%	2.75%
	1-Jan	1-Jan	1-Jan	1-Jan
	2016	2017	2018	2019
For payment and payroll purposes; Rates are effective on Pay Period #1.	Pay Period #1 starts on Dec. 27/15	Pay Period #1 starts on Dec. 25/16	Pay Period #1 starts on Dec. 23/17	Pay Period #1 starts on Dec. 22/18
Foreman				
Qualified Rate	\$39.46	\$40.35	\$41.36	\$42.50
Probationary Rate	\$38.12	\$38.98	\$39.95	\$41.05
Senior Operator				
Qualified Rate	\$34.34	\$35.12	\$35.99	\$36.98
Developmental Rate	\$32.98	\$33.72	\$34.56	\$35.51
Base Rate	\$32.30	\$33.03	\$33.86	\$34.79
Probationary Rate	\$30.93	\$31.62	\$32.41	\$33.30
Operator				
Qualified Rate	\$31.46	\$32.16	\$32.97	\$33.88
Developmental Rate	\$30.61	\$31.30	\$32.08	\$32.96
Base Rate	\$29.93	\$30.60	\$31.37	\$32.23
Probationary Rate	\$29.07	\$29.72	\$30.47	\$31.31
Maintenance Worker				
Qualified Rate	\$28.61	\$29.25	\$29.99	\$30.81
Developmental Rate	\$27.94	\$28.57	\$29.28	\$30.09
Base Rate	\$27.26	\$27.88	\$28.58	\$29.36
Probationary Rate	\$26.70	\$27.30	\$27.99	\$28.76
Labourer				
Qualified Rate	\$22.28	\$22.78	\$23.35	\$23.99
Developmental Rate	\$20.82	\$21.29	\$21.82	\$22.42
Probationary Rate	\$19.37	\$19.81	\$20.30	\$20.86
Heavy Equipment Technician				
Qualified Rate	\$39.16	\$40.04	\$41.04	\$42.17
Probationary Rate	\$36.47	\$37.29	\$38.22	\$39.27

Table continued

Hourly rates	2.00%	2.25%	2.50%	2.75%
	1-Jan	1-Jan	1-Jan	1-Jan
	2016	2017	2018	2019
For payment and payroll purposes; Rates are effective on Pay Period #1.	Pay Period #1 starts on Dec. 27/15	Pay Period #1 starts on Dec. 25/16	Pay Period #1 starts on Dec. 23/17	Pay Period #1 starts on Dec. 22/18
Automotive Service Technician				
Qualified Rate	\$36.04	\$36.85	\$37.77	\$38.81
Probationary Rate	\$33.55	\$34.30	\$35.16	\$36.13
Heavy Equipment Technician				
Qualified Rate	\$39.16	\$40.04	\$41.04	\$42.17
Apprentice				
4 th Year	\$35.24	\$36.03	\$36.93	\$37.95
3 rd Year	\$31.32	\$32.03	\$32.83	\$33.73
2 nd Year	\$27.41	\$28.02	\$28.72	\$29.51
1 st Year	\$23.49	\$24.02	\$24.62	\$25.30
Automotive Service Technician				
Qualified Rate	\$36.04	\$36.85	\$37.77	\$38.81
Apprentice:				
4 th Year	\$32.44	\$33.17	\$33.99	\$34.93
3 rd Year	\$28.83	\$29.47	\$30.21	\$31.04
2 nd Year	\$25.22	\$25.79	\$26.44	\$27.16
1 st Year	\$21.62	\$22.11	\$22.66	\$23.29
The <i>Employee</i> who holds a welding ticket shall receive a three dollars (\$3.00/hr.) premium for all hours worked while performing welding.				

Between:

The City of Spruce Grove, a Municipal Corporation

(Hereinafter referred to as "the City")

OF THE FIRST PART

And

The International Union of Operating Engineers, Local Union No. 955

(Hereinafter referred to as "the Union")

OF THE SECOND PART

The *Parties* agree to this negotiated Collective Agreement.

IN WITNESS WHEREOF the *Parties* hereto have caused these present to be executed

By their duly authorized officers on their behalf the day and year first written below.

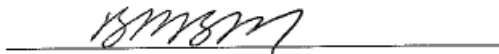
Signed this 26 day of July, 2016.

For the City of Spruce Grove:

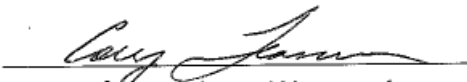
**For the International Union of Operating
Engineers, Local Union No. 955:**



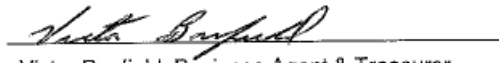
Stuart Houston, Mayor



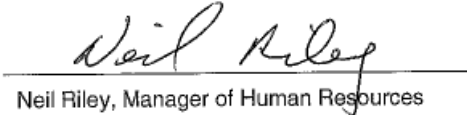
Bruce Moffatt, Business Manager



Corey Lavoie, General Manager of
Planning and Infrastructure



Victor Banfield, Business Agent & Treasurer



Neil Riley, Manager of Human Resources

LETTER OF UNDERSTANDING

BETWEEN:

THE CITY OF SPRUCE GROVE

(Hereinafter referred to as “the City”)

-And-

INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL UNION NO. 955

(Hereinafter referred to as “the Union”)

The following points have been discussed at collective bargaining. This letter of understanding will be in effect from the date of signing June 13, 2016 until December 31, 2019.

An *employee* may advance in pay in the following situations: In All cases

Progression will only take place when an *Employee* achieves a positive performance rating with no below expectation overall ratings and has met or achieved *City defined * training* requirements of their *classification*.

1. Progression to the next pay step within the *classification* based on training requirements:

An *Employee* may progress from Base through to Qualified pay step provided they meet the *City defined training ** and performance requirements outlined by the *City*.

2. Progression to the next pay step within the *classification* based on experience gained through hours worked in the *position*:

An *Employee* may progress from Probationary through to Qualified pay steps within their *classification* based on hours worked in the *position* if the following has been met:

1. From probationary to Base rate after five hundred and twenty (520) hours worked and a positive performance rating.
2. From Base to Developmental after a minimum requirement of two thousand eighty (2080) hours worked and a positive performance rating.
3. From Developmental to Qualified after a minimum requirement of six thousand two hundred forty (6240) hours worked and a positive performance rating.

3. Promotion to the next *classification*:

An *employee* must spend a minimum of two (2) years at the Qualified level. *Promotion* will only take place when an *Employee* achieves a positive performance with no below expectation overall ratings and has met or achieved all the qualification requirements of the Qualified pay level of their current *classification* level. There will be no progression prior to the qualifications being met.

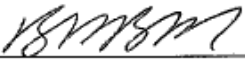
* *City Defined Training* – Are those mandatory fields in the learning path program within the qualified rate within each *classification*. This includes being competent with required and legislative training. Reference Learning Path for training requirements identified for each functional area.

For the City of Spruce Grove:




Stuart Houston, Mayor

For the International Union of Operating Engineers, Local Union No. 955:



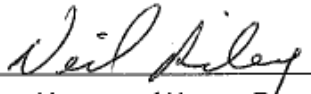
Bruce Moffatt, Business Manager



Corey Leveseur, General Manager of
Planning and Infrastructure



Victor Banfield, Business Agent & Treasurer



Neil Riley, Manager of Human Resources

LETTER OF UNDERSTANDING

BETWEEN:

THE CITY OF SPRUCE GROVE

(Hereinafter referred to as "the City")

-And-

INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL UNION NO. 955

(Hereinafter referred to as "the Union")

The parties agree to the addition of the position of Parts Technician - Apprentice.
The rate of pay will be as follows:

Hourly rates	2.50%	2.75%
	1-Jan 2018	1-Jan 2019
For payment and payroll purposes; Rates are effective on Pay Period #1.	Pay Period #1 starts on Dec. 23/17	Pay Period #1 starts on Dec. 22/18
Parts Technician		
Qualified Rate	\$35.57	\$36.55
Apprentice		
3 rd Year	\$30.23	\$31.07
2 nd Year	\$26.68	\$27.49
1 st Year	\$23.12	\$23.76

Signed this 22 day of Feb., 2018.

For the City of Spruce Grove:

For the International Union of Operating Engineers, Local Union No. 955:


Neil Riley, Manager of Human Resources


Chris Flett, Business Manager


Corey Levasseur, General Manager of Planning and Infrastructure


Gord Morrison, Business Agent

LETTER OF UNDERSTANDING

BETWEEN:

THE CITY OF SPRUCE GROVE

(Hereinafter referred to as “the City”)

-And-

INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL UNION NO. 955

(Hereinafter referred to as “the Union”)

The Employee who holds a Journeyman Plumber Gasfitter ticket shall receive a three (3) dollar per hour premium for all work done while performing those duties outlined, by the Supervisor, in the documented Guidelines for Journeyman Plumber Pipefitter Trade Premium.

This Letter of Understanding expires on December 31, 2019

Signed this 20th day of June, 2018.

For the City of Spruce Grove:

For the International Union of Operating Engineers, Local Union No. 955:



Neil Riley, Manager of Human Resources



Chris Flett, Business Manager



Corey Levasseur, General Manager of Planning and Infrastructure



Gord Morrison, Business Agent